



MAYOR  
POLICE DEPARTMENT  
ASSESSOR

CITY CLERK-TREASURER  
**MUNICIPAL WATER & SEWER DEPARTMENT**  
BUILDING INSPECTOR

PUBLIC WORKS DIRECTOR  
PARKS & RECREATION DIRECTOR  
WELLNESS CENTER DIRECTOR

---

PHYSICAL ADDRESS:  
627 Main Street  
Telephone: (608) 776-4970  
Fax: (608) 776-4974

MAILING ADDRESS:  
P.O. Box 207  
Darlington, WI 53530-0207  
Website: [www.darlingtonwi.org](http://www.darlingtonwi.org)

Dear New Resident,

Welcome to the City of Darlington!

Enclosed is some information pertaining to services and/or ordinances within the City of Darlington. If you have any questions about any of these, please feel free to call the City Office at (608) 776-4970.

**City of Darlington**  
**Municipal Water & Sewer Department**  
**Application/Termination Form**

**SERVICE ADDRESS:** \_\_\_\_\_ **CURRENT ACCOUNT #:** \_\_\_\_\_

Dirección de Servicio

**LANDLORD/OWNER:** \_\_\_\_\_

Arrendador o Propietario

**Are you selling or purchasing this property?** Yes / No  
¿Está vendiendo o comprando esta propiedad? Sí / No

**Are you renting this property?** Yes / No  
¿Estás alquilando esta propiedad? Sí / No

**DATE TO READ METER:** Read Date: \_\_\_\_\_ Closing Date: \_\_\_\_\_

Fecha para leer el medidor

(This is the date you are first responsible for the water/sewer at the above address if moving in, or the last date you are responsible for water/sewer if moving out. / Esta es la fecha en la que es responsable por primera vez del agua/alcantarillado en la dirección anterior si se muda, o la última fecha en la que es responsable del agua/alcantarillado si se muda. )

**MOVING IN INFORMATION: for NEW responsible customer** (Please print)

MUDARSE INFORMACION [para nuevo cliente responsable] (letra de imprenta)

**NAME / Nombre:** \_\_\_\_\_

**PHONE # / Teléfono #:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

dirección de correo electrónico

**MAILING ADDRESS** (if different from service address): \_\_\_\_\_

Dirección postal (si es diferente de la dirección de servicio)

**Consent to Release Information:** Pursuant to and in accordance with WI Stat. §196.137, the City of Darlington Municipal Water & Sewer Department is hereby authorized to release my/our customer account number, usage and status information to the landowner plus \_\_\_\_\_, and on my/our behalf is authorized to request a final utility reading in order to prepare a final billing in conjunction with real estate transactions or closing documentation purposes.

(\*Please note: A landlord/owner will receive copies of all past due and disconnection notices.)

\_\_\_\_\_  
**Signature / Nombre Firma**

\_\_\_\_\_  
**Date / Fecha**

**MOVING OUT INFORMATION: for PREVIOUS responsible customer** (Please print)

MUDARSE INFORMACION [para el cliente responsable anterior] (letra de imprenta)

(Tenants: If you are moving out and don't know the new tenant's information, the account will revert to the landlord.)

(Inquilino: si se está mudando y no conoce la información del nuevo inquilino, la cuenta volverá al propietario.)

**NAME / Nombre:** \_\_\_\_\_

**FORWARDING ADDRESS FOR FINAL BILL:** \_\_\_\_\_

Dirección de reenvío para enviar la factura final

**WAS THIS ACCOUNT ON AUTO-PAYMENT:** YES: \_\_\_\_\_ NO: \_\_\_\_\_

¿Estaba esta cuenta en pago automático?

I, \_\_\_\_\_, (Print Name) the owner, agent or tenant of the property stated above, hereby informs the City of Darlington Water & Sewer Department that the person named above as the NEW responsible customer is responsible for the water and sewer bills at the above mentioned address and that non-payment of the bills could result in disconnection of service. I further state that the person named above as the PREVIOUS responsible customer is moving and the final bill should be sent to the address as listed.

\_\_\_\_\_  
**Signature / Nombre Firma**

\_\_\_\_\_  
**Date / Fecha**

*For office use only:* OLD ACCOUNT #: \_\_\_\_\_ METER READING: \_\_\_\_\_

NEW ACCOUNT #: \_\_\_\_\_ METER READING: \_\_\_\_\_

Notes: \_\_\_\_\_ Date Final Bill Mailed: \_\_\_\_\_

**Please return this completed form to:**

**Mail:** City of Darlington  
Municipal Water & Sewer Department  
P.O. Box 207  
Darlington, WI 53530

**Drop off:**

- City of Darlington Municipal Building, 627 Main St.
- At Piggly Wiggly in the convenient drop box located at the right of the lottery machine

**Fax:** 608-776-4974 ATTN: Water & Sewer Dept

**Questions:** 608-776-4970 during regular office hours Monday – Friday 8 am – 4:30 pm

**Billing:** Bills for water and sewer service are rendered quarterly and become due and payable upon issuance following the period for which service is rendered.

**Meters are read:**

February 28<sup>th</sup>  
May 31<sup>st</sup>  
August 31<sup>st</sup>  
November 30<sup>th</sup>

**Bills are sent:**

March 31<sup>st</sup>  
June 30<sup>th</sup>  
September 30<sup>th</sup>  
December 31<sup>st</sup>

**Bills are due:**

April 20<sup>th</sup>  
July 20<sup>th</sup>  
October 20<sup>th</sup>  
January 20<sup>th</sup>

**A late payment charge** of 3% but not less than 50 cents will be added to bills not paid within 20 days of issuance. This 3% late payment charge will be applied only to any unpaid balance for the current billing period's usage. This late payment charge is applicable to all customers. The utility customer and landlord may be given a written notice that the bill is past due no sooner than 20 days after the bill is issued, and unless payment or satisfactory arrangements for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Admin. Code Ch. PSC 185.

**Disconnection notices** are sent out within 10 days of a past due notice being sent without a deferred payment agreement in place. Your landlord will receive copies of disconnection notices sent. All customers whose service is disconnected shall be required to pay a reconnection charge. A reconnection charge of \$30 during regular office hours and \$45.00 after regular office hours will be assessed.

**Deferred payment agreements** can be set up to pay installments on your bill. If you do not pay installments as agreed, the utility may disconnect your service. The utility does not have to negotiate a new agreement before it dis-connects your service. It is the customer's responsibility to inform the utility of any significant changes in your ability to pay.

**Automatic payment** is available through our office at no charge using a checking account. Your payment will automatically be processed five days before the due date or the same amount each month can be withdrawn on the 15<sup>th</sup> of each month. ACH forms can be picked up in the City Office or found online and mailed to the Water & Sewer Dept <https://darlingtonwi.org/forms-permits/>.

**Other payment options** are available through Official Payments. You can pay over the phone or online for a fee with a credit card, debit card, or e-check. Information is available online <https://darlingtonwi.org/credit-card-payments/>

**REMINDER: NOTIFY POST OFFICE OF ADDRESS CHANGE OR THEY WILL NOT DELIVER MAIL**



MAYOR  
POLICE DEPARTMENT  
ASSESSOR

CITY CLERK-TREASURER  
**MUNICIPAL WATER & SEWER DEPARTMENT**  
BUILDING INSPECTOR

PUBLIC WORKS DIRECTOR  
PARKS & RECREATION DIRECTOR  
WELLNESS CENTER DIRECTOR

PHYSICAL ADDRESS:  
627 Main Street  
Telephone: (608) 776-4970  
Fax: (608) 776-4974

MAILING ADDRESS:  
P.O. Box 207  
Darlington, WI 53530-0207  
Website: [www.darlingtonwi.org](http://www.darlingtonwi.org)

Dear Utility Customer,

We would like to share a few informational items with you, regarding different ways to pay your utility account.

- **Pre-Pay**

Although the City of Darlington bills quarterly, customers are more than welcome to make monthly payments and Pre-Pay on their account.

- AFTER your current quarterly bill is paid in full, take your current bill and divide it by 3. This is your estimated monthly amount. The following (2) months, pay that estimated monthly amount. Your payment(s) will be applied as a credit on your account. When the next quarterly utility bill is mailed to you, approximately 1/3 of the bill will remain due.

- **ACH/Automatic Payment Authorization**

The City of Darlington can pull payments directly from your bank account, either in monthly installments, or in one lump sum prior to the quarterly bill due date. We just need you to fill out an “Automatic Payment Authorization” form, which includes your contact and bank information. Payments are pulled from the bank on the 15<sup>th</sup> of each month.

- Forms can be found on the City’s website: [WWW.DARLINGTONWI.ORG](http://WWW.DARLINGTONWI.ORG) (**Government / Forms & Permits / Water & Sewer – ACH/Automatic Payment Authorization**), or you can stop by the City Office to fill one out, or we can mail one to you.

- **Online Debit Card / Credit Card / E-Check website**

Payments may be made through our online payment website: [WWW.OFFICIALPAYMENTS.COM](http://WWW.OFFICIALPAYMENTS.COM) -or- [WWW.ACIPAYONLINE.COM](http://WWW.ACIPAYONLINE.COM) (they are the same company). Our office is notified daily of any payments submitted thru the website. (\*This company does charge a service fee: E-Check = \$3.00 / Credit Card = \$7.50)

- Select **Make a Payment / Local Payments** / select State: **Wisconsin** / select Payment Entity: **Darlington, City of** / select Payment Type: **Water and Sewer**. Enter your Payment Amount and Payment Method (Debit Card / Credit Card / E-Check), enter your Name & Address, enter your Account # [DO NOT enter the decimal points in the Account # - EX: Account # 1.1234.00 should be entered as 1123400]. Lastly, you will enter your Debit Card / Credit Card / E-Check information.

- **Drop-boxes**

The City has (2) drop-boxes available to deposit your payments into, and they are both checked every weekday morning.

- One is located at Piggly Wiggly inside on the wall next to the lottery ticket vending machine
- One is located at the Darlington Municipal Building – on the parking lot side of the building, outside on the wall to the right side of the entry doors.

- **Deferred Payment Agreement**

If for any reason you are unable to pay your utility bill by the scheduled Due Date, the City of Darlington is willing to work with our utility customers using a “Deferred Payment Agreement”. A 50% down payment is required, and the remaining balance can be paid off in installments.

- Forms can be found on the City’s website: [WWW.DARLINGTONWI.ORG](http://WWW.DARLINGTONWI.ORG) (**Government / Forms & Permits / Water & Sewer – Deferred Payment Agreement**), or you can stop by the City Office to fill one out, or we can mail one to you.

If you have any questions regarding your utility account, or want more information regarding any of these payment options, please feel free to contact the City Office at (608) 776-4970.

# City of Darlington Municipal Water & Sewer Department

## AUTOMATIC PAYMENT AUTHORIZATION (ACH)

The City of Darlington Municipal Water & Sewer Department is offering the opportunity to have your water & sewer payment automatically withdrawn from your bank account. The billing process will remain the same, with due dates being January 20<sup>th</sup>, April 20<sup>th</sup>, July 20<sup>th</sup>, October 20<sup>th</sup>. You will be sent a utility bill the same as you are now, so you will know how much your bill will be. But if you enroll in the Automatic Payment Authorization, it will state "Do Not Pay" or "Auto Pay" on the bill.

If you choose to enroll, the City of Darlington will need this paperwork back prior to the 10<sup>th</sup> of the month, to have time to get the information submitted to the bank.

If you prefer not to enroll, you will continue to pay your bills as you do now.

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Utility Account Number: \_\_\_\_\_

### Please initial next to the type of automatic payment (ACH) method you prefer:

\_\_\_\_\_ **SINGLE TRANSACTION:** the TOTAL AMOUNT DUE will be withdrawn from your account (5) five days before each due date (withdrawn January 15<sup>th</sup>, April 15<sup>th</sup>, July 15<sup>th</sup>, October 15<sup>th</sup>)

\_\_\_\_\_ **FIXED AMOUNT / MONTHLY TRANSACTION:** the same amount will be withdrawn from your account on the 15<sup>th</sup> of every month. Any remaining unpaid balance by the due date will need to be paid via check, cash or credit card. [Example: you set up \$100 monthly payments, but the quarterly bill is \$375.00. You will have to pay the remaining \$75.00 by hand by the due date]

AMOUNT TO WITHDRAW MONTHLY: \$ \_\_\_\_\_

I hereby authorize the City of Darlington to deduct my utility payments from my deposit account currently held at:

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

**\*\* PLEASE ATTACHED A VOIDED CHECK \*\***

Account #: \_\_\_\_\_ Routing (ABA) #: \_\_\_\_\_

Type of Account (check one): \_\_\_\_\_ Checking \_\_\_\_\_ Savings

I understand if there are insufficient funds in the account to meet the required utility payment, the payment may not be paid. I understand the City of Darlington Municipal Water & Sewer Department will charge \$25.00 per NSF payment. This authorization will remain in effect until I provide written notice of termination to the City of Darlington no later than 10 days before the withdrawal date. I further understand if the 15<sup>th</sup> falls on a weekend or holiday, the payment will be changed the following business day. I certify I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank, so long as the transactions correspond to the terms indicated in this authorization form. ***The City of Darlington Municipal Water & Sewer Department has the right to cancel this agreement for insufficient payments to my account, and also has the right to disconnect per Public Service Commission rules for insufficient funds and non-payment.***

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

**Please return this authorization form to: Darlington Municipal Water & Sewer Dept, PO Box 207, Darlington, WI 53530**

# Credit Card Payments

## Fast Easy Secure



## City of Darlington, WI

Water & Sewer Bills, Dance Class, and  
Wellness Membership

Pay online at  
[www.officialpayments.com](http://www.officialpayments.com)  
OR call 1-800-272-9829  
Use Jurisdiction Code 6706

After authorization of your payment, you will be given a confirmation number that you should keep for your records.

Official Payments charges the consumer a nominal fee  
for this service.



[www.OfficialPayments.com](http://www.OfficialPayments.com)

Detailed instructions on back of card

## Making Online Payments:

1. Go to [www.officialpayments.com](http://www.officialpayments.com)
2. Select Local Payments
3. Enter Jurisdiction Code 6706
4. Select Make Payment
5. Select either Water & Sewer, Wellness Center or Dance
6. Select Make Payment again
7. Select the type and dollar amount of the payment
8. Read the Term & Conditions and select Accept
9. Create an account to make making future payments easier OR check out as guest
10. Enter all required information
11. Select Continue to submit your payment

## Making Telephone Payments

1. Dial 1-800-272-9829
2. 3 payment options will be given, select Option #3
3. Enter 6706 (Jurisdiction Code)
4. Select Payment Option (#1 for Water & Sewer #2 Wellness Center, or #3 for Dance)
5. Enter Account # for Water & Sewer, Last name for Wellness Center, and reenter phone number for Dance
6. Enter your telephone number

<https://www.acipayonline.com/index.jsp>

ACI PAYMENTS, INC.™



Home Payment Center Help Official Extras En Español

### My Account

Log In (Optional)  
Log in for expedited access to our enhanced payment services.

E-mail Address:

Password:

Submit

Sign Up / Forget Password?

- ▶ Pay Now
- ▶ View History
- ▶ Schedule Payments
- ▶ Verify Payments
- ▶ Schedule Reminders
- ▶ My Account Dashboard
- ▶ E-Wallet
- ▶ My Bills

## Make Payments On Time, Every Time

Taxes, tuition, utilities, rent, insurance... that's a lot of bills! Pay them simply, quickly and securely with ACI Payments, Inc.

ACI Payments, Inc. is a leading provider of digital payment solutions for the IRS, as well as states, municipalities, colleges and universities nationwide. Take advantage of our fast, convenient payment options and pay your bills *on time, on your time, every time.*



### FEDERAL IRS PAYMENTS

Personal Taxes / Business Taxes

Make A Payment >



### STATE PAYMENTS

State Income Tax / Sales and Use Tax / Withholding Tax / Other State Payments

Make A Payment >



### LOCAL PAYMENTS

Real Estate Tax / Personal Property Tax / Utilities / Citations / Court Fees / Other Local Payments

Make A Payment >



### EDUCATION PAYMENTS

Tuition / Housing / Meals / Activities

Make A Payment >

### What's New

First Time User? Make a payment through My Account and keep all your payment history in one place. [Click here](#) to sign up.

Your State  
Estimated  
Quarterly Tax  
Due Date is  
Around the  
Corner

Easily pay now or  
schedule for later.

Learn More



PRIVACY POLICY | Complaints | Legal Notices | Pay By Phone | Tax Professionals | Working With ACI Payments, Inc. | ACI Pay Terms & Conditions | Sitemap

Copyright © 2023 ACI Payments, Inc. All Rights Reserved.  
ACI Payments, Inc. is licensed as a money transmitter by the New York State Department of Financial Services, the Georgia Department of Banking and Finance, and by all other states and territories, where required. NMLS #936777. 6060 Coventry Dr, Elkhorn NE 68022. 1-800-487-4567



# CITY OF DARLINGTON

## Municipal Water & Sewer Department

627 Main Street  
P.O. Box 207  
Darlington, WI 53530  
Phone: (608) 776-4970

Office Hours: 8:00am-4:30pm  
Monday - Friday

Website: [WWW.DARLINGTONWI.ORG](http://WWW.DARLINGTONWI.ORG)

### QUARTERLY WATER RATES

(Unchanged since 12-1-15)

Meter Size	Quarterly Fixed Rate	Fire Protection Charge (Hydrant Rental)	Additional / 2 <sup>nd</sup> Meter Charge	Plus Water Volume Charge	
				First 25,000 gallons water used	\$3.47 per 1,000 gal
5/8" & 3/4"	\$ 21.01	\$ 24.10	\$8.00	25,001-300,000 gallons water used	\$2.61 per 1,000 gal
1"	\$ 37.08	\$ 31.21	\$14.00	Over 300,001 gallons water used	\$2.04 per 1,000 gal
1 1/4"	\$ 52.53	\$ 40.79	\$20.00		
1 1/2"	\$ 71.07	\$ 47.90	\$27.00		
2"	\$105.06	\$ 72.00	\$38.00		
3"	\$185.40	\$ 95.79			
4"	\$312.09	\$120.51			
6"	\$485.13	\$145.23			
Unmetered	\$ 54.10	\$ 23.40			

Additional Meter Charge (only available to single-family residential and small commercial customers) - This rate shall be applied to customers who request the installation of a second meter to receive credit for clear water not discharged into the sanitary sewer system (i.e. -swimming pools), or if a sewerage service customer who is not a customer of the water utility requests the installation of a meter to determine the volume of sewage discharged into the sanitary sewer system. The customer, at their own expense, make necessary changes to the water plumbing and install couplings so a 2<sup>nd</sup> meter can be set. (Initial Meter Installation Charge = \$35.00)

General Water Service - Unmetered – Where the utility cannot immediately install its water meter, service may be supplied temporarily on an unmetered basis. Such service shall be billed at the rate of \$54.10 per quarter. This rate shall be applied only to single-family residential and small commercial customers, and it approximates the cost of 10,000 gallons of water per quarter.

Public Fire Protection Service (aka Hydrant Rental) – Under Wisconsin Statute §196.03(3)(b), the municipality has chosen to have the utility bill the retail general service customers for public fire protection. This service shall include the use of hydrants for fire protection service only and such quantities of water as may be demanded for the purpose of extinguishing fire within the service area; also includes water used for testing equipment and training personnel.

### QUARTERLY SEWER RATES

(Unchanged since 12-1-14)

Meter Size	Quarterly Fixed Rate	Plus Volume Charge	
5/8" & 3/4"	\$ 65.79	\$9.50 per 1,000 gallons	
1"	\$ 82.62		
1 1/4"	\$ 98.81		
1 1/2"	\$118.22		
2"	\$153.82		
3"	\$237.97		
4"	\$370.65		
6"	\$551.89		
Unmetered	\$208.29		

  

Surcharges (commercial & industrial only)	
<b>BOD</b> (Biochemical Oxygen Demand) in excess of 250 mg/l = 81.0¢ per pound	<b>SS</b> (Suspended Solids) in excess of 250 mg/l = 95.0¢ per pound

General Service – Metered – Sewage contributors discharging domestic strength sewage up to 250 mg/l BOD and 250 mg/l Suspended Solids

General Service – Unmetered – Service shall be billed at the rate of \$208.29 per quarter for customers who are unmetered. This rate shall be applied only to single-family and small commercial customers, and approximates the cost for 15,000 gallons per quarter discharged to the sewer system.

Surcharges (Biochemical Oxygen Demand & Suspended Solids) – Where the waste of any commercial and industrial contributor exceeds the domestic strength sewage, a periodic sampling shall be taken and the sewage analyzed to determine the strength of said waste, and shall be billed at the following rate.

### QUARTERLY GARBAGE RATES

(\*\$1.00 RATE INCREASE AS OF 12/1/2022\*)

<b>\$37.50 per quarter</b>
----------------------------



## **BILLING**

At this time, the City of Darlington is regulated by the Public Service Commission to bill quarterly. Bills for water and sewer service are rendered quarterly, and become due and payable upon issuance following the period for which service is rendered.

<b>METERS ARE READ</b>	<b>BILLS ARE MAILED</b>	<b>BILLS ARE DUE</b>
February 28 <sup>th</sup>	March 31 <sup>st</sup>	April 20 <sup>th</sup>
May 31 <sup>st</sup>	June 30 <sup>th</sup>	July 20 <sup>th</sup>
August 31 <sup>st</sup>	September 30 <sup>th</sup>	October 20 <sup>th</sup>
November 30 <sup>th</sup>	December 31 <sup>st</sup>	January 20 <sup>th</sup>

A late payment charge of 3%, but not less than \$.50 (cents) will be added to bills not paid within 20 days of issuance. This one time 3% late payment charge will be applied only to any unpaid balance for the current billing period's usage. This late payment charge is applicable to all customers. The utility customer may be given written notice that the bill is overdue no sooner than 20 days after the bill is issued, and unless payment or satisfactory arrangements for payment is made within the next 10 days, service may be disconnected pursuant to Wis. Admin. Code Ch. PSC 185.

You may sign a **Deferred Payment Agreement** to pay installments on your bill. If you do not pay the installments per the signed contract, the utility may disconnect your service. The utility does not have to negotiate a new agreement before it disconnects your service. It is the customer's responsibility to inform the utility of any significant changes in your ability to pay.

Your service can be shut off for any of the following reasons:

- You fail to pay your bills, including delinquent bills from a previous address
- You fail to pay installments with the terms of a Deferred Payment Agreement
- You tamper with your meter
- There is a safety hazard
- You refuse or fail to allow for a meter reading once every 9 months

All customers whose service is disconnected shall be required to pay a reconnection charge.

\$30.00 Reconnection Fee = during regular business hours

\$45.00 Reconnection Fee = after regular business hours.

Delinquent municipal utility bills may be levied as a special assessment on the property owner's real estate tax bill, as per Wis. Stat. §66.0809(3).

**NON-SUFFICIENT FUNDS (NSF) CHARGE = \$25.00**

---

## **WAYS TO PAY YOUR BILL**

The City of Darlington offers multiple ways to pay your utility bill:

- **Mail to:** Municipal Water & Sewer Department, PO Box 207, Darlington, WI 53530
- **In person:** Darlington Municipal Building, 627 Main Street, Darlington – Monday-Friday, 8am-4:30pm
- **Drop-boxes:** (1) drop-box at the Darlington Municipal Building – parking lot side, right side of entry doors  
(1) drop-box at Piggly Wiggly, 149 Wells – inside on the wall next to lottery ticket machine
- **Online:** [WWW.OFFICIALPAYMENTS.COM](http://WWW.OFFICIALPAYMENTS.COM)-or-(800-272-9829) (Need acct. # and Jurisdiction Code=6706)  
(for more info, go to the City's webpage: [WWW.DARLINGTONWI.ORG](http://WWW.DARLINGTONWI.ORG), click on 'Payments' icon)  
[Official Payments does charge a service fee of: E-Checks = \$3.00 / Credit Cards = \$7.50]
- **ACH** – you can sign up to have automatic payment(s) directly withdrawn from your bank account either in monthly installments or in a lump sum.

**The City of Darlington bills quarterly, but customers are welcome to make monthly payments aka/ PREPAY on their utility bill. *It's as EASY as 1, 2, 3!!!***

1. AFTER your current quarterly utility bill is paid, take your bill and divide it by 3. This is your estimated monthly amount
2. The following 2 months, pay that estimated monthly amount (preferably by the 15<sup>th</sup> of each month). Your payment(s) will be applied as a credit on your account. (Please put account # on your check)
3. When the next quarterly utility bill is sent out, approximately 1/3 of the bill will remain due.

**QUARTERLY BILLING RATES**  
**TARIFAS DE FACTURACION TRIMESTRAL**

(effective 12/1/2022)

<b>GALLONS USED PER QUARTER</b>	<b>WATER USAGE CHARGE (per 1,000 gal)</b>	<b>WATER FIXED CHARGE (5/8" meter)</b>	<b>PUBLIC FIRE/ HYDRANT RENTAL FIXED CHG</b>	<b>SEWER USAGE CHARGE (per 1,000 gal)</b>	<b>SEWER FIXED CHARGE (5/8" meter)</b>	<b>GARBAGE FIXED CHARGE</b>	<b>TOTAL BILLING</b>
GALONES USADOS PRO TRIMESTRE	CARGO POR USO DE AGUA (por 1,000 gal)	CARGO DE AGUA FIJO	CARGO FIJO DE ALQUILER DE INCENDIOS / HIDRANTES PUBLICOS	CARGO POR USO DE ALCANTARILLADO (por 1,000 gal)	CARGO FIJO DE ALCANTARILLADO	CARGO FIJO DE BASURA	FACTURACIÓN TOTAL
1,000 gallons	\$3.47	\$21.01	\$24.10	\$9.50	\$65.79	\$37.50	\$161.37
2,000 gallons	\$6.94	\$21.01	\$24.10	\$19.00	\$65.79	\$37.50	\$174.34
3,000 gallons	\$10.41	\$21.01	\$24.10	\$28.50	\$65.79	\$37.50	\$187.31
4,000 gallons	\$13.88	\$21.01	\$24.10	\$38.00	\$65.79	\$37.50	\$200.28
5,000 gallons	\$17.35	\$21.01	\$24.10	\$47.50	\$65.79	\$37.50	\$213.25
6,000 gallons	\$20.82	\$21.01	\$24.10	\$57.00	\$65.79	\$37.50	\$226.22
7,000 gallons	\$24.29	\$21.01	\$24.10	\$66.50	\$65.79	\$37.50	\$239.19
8,000 gallons	\$27.76	\$21.01	\$24.10	\$76.00	\$65.79	\$37.50	\$252.16
9,000 gallons	\$31.23	\$21.01	\$24.10	\$85.50	\$65.79	\$37.50	\$265.13
10,000 gallons	\$34.70	\$21.01	\$24.10	\$96.00	\$65.79	\$37.50	\$279.10
11,000 gallons	\$38.17	\$21.01	\$24.10	\$104.50	\$65.79	\$37.50	\$291.07
12,000 gallons	\$41.64	\$21.01	\$24.10	\$114.00	\$65.79	\$37.50	\$304.04
13,000 gallons	\$45.11	\$21.01	\$24.10	\$123.50	\$65.79	\$37.50	\$317.01
14,000 gallons	\$48.58	\$21.01	\$24.10	\$133.00	\$65.79	\$37.50	\$329.98
15,000 gallons	\$52.05	\$21.01	\$24.10	\$142.50	\$65.79	\$37.50	\$342.95
16,000 gallons	\$55.52	\$21.01	\$24.10	\$152.00	\$65.79	\$37.50	\$355.92
17,000 gallons	\$58.99	\$21.01	\$24.10	\$161.50	\$65.79	\$37.50	\$368.89
18,000 gallons	\$62.46	\$21.01	\$24.10	\$171.00	\$65.79	\$37.50	\$381.86
19,000 gallons	\$65.93	\$21.01	\$24.10	\$180.50	\$65.79	\$37.50	\$394.83
20,000 gallons	\$69.40	\$21.01	\$24.10	\$190.00	\$65.79	\$37.50	\$407.80
21,000 gallons	\$72.87	\$21.01	\$24.10	\$199.50	\$65.79	\$37.50	\$420.77
22,000 gallons	\$76.34	\$21.01	\$24.10	\$209.00	\$65.79	\$37.50	\$433.74
23,000 gallons	\$79.81	\$21.01	\$24.10	\$218.50	\$65.79	\$37.50	\$446.71
24,000 gallons	\$83.28	\$21.01	\$24.10	\$228.00	\$65.79	\$37.50	\$459.68
25,000 gallons	\$86.75	\$21.01	\$24.10	\$237.50	\$65.79	\$37.50	\$472.65

## CITY OF DARLINGTON 2023 RECYCLING INSTRUCTIONS

---

Garbage and Recycling Collection will remain on Monday for homes north of the river and Tuesday for homes south of the river.

Please have items out for collection by 7:00 a.m.

Each residential household will be allowed up to 4 – 35 gallon containers of household waste for weekly collection. Waste must be contained in bags or cans with a maximum capacity of 35 gallons and no more than 50 pounds per container. For any households with more than the maximum amount, \$1.00 per extra 35 gallon container stickers, will be available for sale at the City office.

To help avoid worker injury, garbage containers should have a maximum size of 35 gallons and weigh no more than 50 pounds.

Items that are not considered solid waste or recyclables for weekly collection are: leaves, grass clippings, garden waste, brush, wood, cement, construction and remodeling material, furniture, fencing, major appliances, waste tires, waste oils, lead acid batteries, ag plastics, and electronics (t.v.'s, computers and any components that connect to a t.v. or a computer.)

### PLEASE NOTE SCHEDULE CHANGES DURING HOLIDAY WEEKS:

#### **For Monday Collection:**

Memorial Day collection will be on Tuesday, May 30th  
Labor Day collection will be on Tuesday, September 5th  
Christmas collection will be on Tuesday, December 26th

#### **For Tuesday Collection:**

Memorial Day collection will be on Wednesday, May 31st  
Independence Day collection will be on Wednesday, July 5th  
Labor Day collection will be on Wednesday, September 6th  
Christmas Collection will be on Wednesday, December 27th

#### **2023 Clean-Up Dates**

Monday, May 1st and Tuesday, May 2nd

---

For more information please contact your municipality  
or call our office @ 608-348-9586.

Additional information can be found at [www.fahertyincorporated.com](http://www.fahertyincorporated.com).

See other side for more information.

## SINGLE STREAM RECYCLING INSTRUCTIONS

---

**PLASTICS:** Household container plastics #1 through #7 are recyclable. Plastic items that are not recyclable include: Formed Styrofoam, packing peanuts, oil bottles, film, and bags.

**METALS:** Tin and Aluminum Food, Beverage, and Aerosol cans, can be recycled. They should be empty and the plastic tops removed. Cardboard sided juice cans and paint cans are not recyclable. Small items of scrap metal may also be recycled (pots, pans, toasters, etc.), nothing smaller than 2 inches or larger than a basketball and weighing more than 10 lbs.

**GLASS:** Green, brown, blue, and clear bottles and jars only. Windows, mirrors, glassware, ceramics, and light bulbs are not recyclable.

**PAPER:** Newspaper, magazines, office paper, phone books, paper milk and juice cartons and junk mail should be placed loose in the recycling bin. Tissue or paper towels, food and candy wrappers are not recyclable. Gift wrapping paper (non-foil type) is also recyclable.

**CARDBOARD:** All cardboard boxes including paperboard (cereal boxes, etc...) are recyclable. Wax and plastic coated cardboard are not recyclable. Please flatten boxes; pieces should be no larger than 3 feet by 3 feet.

Recyclables may be mixed in clear or transparent bags and placed in bins, drivers look for the bins to determine if a stop is needed.

Please rinse containers!

Preparing recyclables correctly is important for the Recycling Centers automated single-stream sorting process. Proper preparation ensures that recyclables will not be landfilled, helping keep your communities cost down.

### THANK YOU FOR YOUR COOPERATION

RECYCLING & WASTE COLLECTION

**Faherty**  
**INCORPORATED**

• PLATTEVILLE, WISCONSIN •  
(608) 348-9586 OR 1-800-848-4591

PRINTED ON RECYCLED PAPER

PRINTED WITH SOY INK

## TREE & BRUSH PICK-UP

The City is asking for everyone's help and cooperation in the following rules regarding Tree & Brush pick-up. This service is provided by the City of Darlington, and it makes everyone's job a little easier when it is done right.

Tree & Brush pick-up is regularly scheduled on the **2<sup>ND</sup> TUESDAY OF EACH MONTH**, and only pick up once a month, with the exception of Spring and Fall clean-up, or after a major storm.

- The City's burn site is no longer available for individuals to deliver brush themselves. Individuals may take brush and trimmings to the City's temporary site located in the quarry behind the City Garage at 137 Spring Street.
- On pick-up days, there are two different trucks that perform pick-ups; a chipper truck - picks up branches/limbs and items that can be run through the chipper to make mulch, and another truck picks up bags of leaves, small brush, lawn & garden waste. If one truck stops and picks up your bags but not your branches, or vice versa, do not worry...the other truck will be around to pick-up the rest.
- Branches/brush/trimmings/leaves should be placed at the curb no later than 7:00 a.m. on the 2<sup>nd</sup> Tuesday of the month. If you place your items out after that time, or after the truck has already gone by, there may be a possibility it may not be picked up until the next month's regularly scheduled pick-up day.
- The City's brush pick-up is for **TRIMMINGS ONLY, not whole trees.** If you contract with someone to cut a tree for you, it is their responsibility to haul it away. *The City WILL NOT pick it up.*
- Branches/limbs should be set at the curb with the butt/larger end facing toward the street, all laying the same direction.
- Branches/Limbs should be no larger than 6" in diameter, and all side limbs must be cut off from the main limb. Branches/limbs will not fit through the chipper if they have a large "V" joint.
- Please do not throw logs or other items on top of the branch/brush/limb pile. Larger pieces should be stacked in a separate pile.
- Smaller brush or lawn & garden waste should be bagged, boxed, or placed in a separate container, so that they may neatly make it onto the truck. ***Each bag/bin/box of lawn waste should not exceed 35 pounds.*** If small items are piled loosely at the curb, and not in a container, they will fall through the pitchfork tines and leave behind a mess.
- Leaves in the Fall may be bagged or raked to the curb, **DO NOT BLOW LEAVES OUT INTO THE STREET.** The leaf vacuum truck will suck them up.
- Leaves in the Spring need to be bagged, as the leaf vacuum is not operational in the Spring.
- Please **DO NOT** place your branches/brush/leaves/trimmings in the street curb if there is a rain event in the forecast. Leaves and brush can get washed away and clog the storm sewers! Place them up on your grass.
- The City **DOES NOT** pick up grass clippings, dirt, gravel, any building/construction materials, appliances or furniture. Please **DO NOT** attempt to dispose of these items at the City Garage. The City Garage quarry is under surveillance, and violators may be cited!  
If you have appliances, furniture, or construction materials to dispose of, please call Faherty, Inc at (800) 848-4591.
- In the Fall, pumpkins, mums, etc. will be picked up on the regularly scheduled 2<sup>nd</sup> Tuesday pick-up day in November and December
- Christmas trees and wreaths will be picked-up on the regularly scheduled 2<sup>nd</sup> Tuesday pick-up day in January, unless there is a snow event and staff are busy plowing snow.

***City personnel have the right to refuse pick-up***

## **8.01 SNOW AND ICE REMOVAL.**

(1) RESPONSIBILITY OF OWNER OR OCCUPANT. The owner or occupant of a lot or parcel abutting on a sidewalk within the City shall clear said sidewalk of snow or ice to the width of the sidewalk within 24 hours of the cessation of any snowfall. If ice forms so that it cannot be removed, such person shall keep the sidewalks sprinkled with a material which will reduce the risk to pedestrians of slipping and falling on such sidewalk. Snow not timely removed and ice not timely removed or sprinkled shall be deemed a public nuisance as provided in sec.13.05(12) of this Code.

(2) REMOVAL OF SNOW AND ICE BY CITY. In the event the owner or occupant fails to remove snow or ice in conformity with this subsection, the Director of Public Works may direct City employees to remove such snow and ice and charge the cost thereof as a special tax against the property.

(3) PLOWING SNOW ONTO STREETS PROHIBITED. The owner or lessee of every lot or parcel in the City shall not by himself or his agent push, plow or otherwise deposit snow from within his lot line onto the public street or alley.

---

## **8.01 ELIMINACIÓN DE NIEVE Y HIELO.**

(1) RESPONSABILIDAD DEL PROPIETARIO U OCUPANTE. El propietario u ocupante de un lote o parcela colindante con una acera dentro de la Ciudad deberá limpiar dicha acera de nieve o hielo hasta el ancho de la acera dentro de las 24 horas posteriores al cese de cualquier nevada. Si se forma hielo y no se puede quitar, dicha persona deberá mantener las aceras rociadas con un material que reduzca el riesgo de que los peatones se resbalen y caigan en dicha acera. La nieve que no se eliminó a tiempo y el hielo que no se eliminó o roció a tiempo se considerará una molestia pública según lo dispuesto en la sec. 13.05(12) de este Código.

(2) ELIMINACIÓN DE NIEVE Y HIELO POR CIUDAD. En caso de que el propietario u ocupante no retire la nieve o el hielo de conformidad con esta subsección, el Director de Obras Públicas puede ordenar a los empleados de la Ciudad que retiren dicha nieve y hielo y cobrar el costo de los mismos como un impuesto especial contra la propiedad.

(3) PROHIBIDO ARAR NIEVE EN LAS CALLES. El propietario o arrendatario de cada lote o parcela en la Ciudad no empujará, arará ni depositará nieve desde el límite de su lote hacia la calle o callejón público por sí mismo o por su agente.

## **11.06 REGULATION AND LICENSING OF DOGS.**

(1) DEFINITIONS. For purposes of this section, certain words and terms are defined as follows:

- (a) Owner. Any person or group of persons owning, keeping, or harboring a dog.
- (b) Kennel. The commercial business of breeding, buying, selling, or boarding dogs.
- (c) At Large. Any dog shall be deemed to be at large when it is off the property of its owner and not under the control of a competent person.
- (d) Restraint. A dog is under restraint within the meaning of this section if it is controlled by a leash, at "heel" beside a competent person and obedient to that person's commands, on or within a vehicle being driven or parked on the streets, or within the property limits of its owner or keeper.
- (e) Spayed Female Dog. Any female dog which has been operated upon to prevent conception.
- (f) Animal Shelter. Any premises designated by the Council for the purpose of impounding and caring for all animals found running at large in violation of this section.
- (g) Exposed to Rabies. An animal that has been exposed to rabies within the meaning of this section if it has been bitten by, or come in contact with, any animal known to have been infected with rabies.

(2) ENFORCEMENT. The provisions of this section shall be enforced by police officers.

(3) LICENSING OF DOGS. (a) **License Required**. It shall be unlawful for any person in the City to own, harbor, or keep any dog more than 5 months of age without complying with the provisions of §§174.05 through 174.10, Wis. Stats., relating to the listing, licensing, and tagging of the same. In addition to the dog license tax imposed under §174.05(2) and (3), Wis. Stats., there is hereby imposed a City dog license tax, payable to the Clerk-Treasurer, in the amount of:

**1. \$6 for spayed or neutered dog.**

**2. \$12 for others per year for all dogs required to be licensed under the Wisconsin Statutes.**

- (b) Lost License Tag. In the event that a metallic license tag issued for a dog shall be lost, the owner may obtain a duplicate tag from the Clerk-Treasurer upon the payment of \$1.00.
- (c) Change of Ownership. If there is a change in ownership of a licensed dog or kennel during the license year, the new owner may have the current license transferred to his name upon the payment of a transfer fee of \$1.00.
- (d) Transfer Prohibited. No person shall use for any animal a license receipt or license tag issued for another animal.
- (e) Late Fees. The Clerk-Treasurer shall assess and collect a late fee of \$5 from every owner of a dog 5 months of age or older if the owner failed to obtain a license prior to April 1 of each year or within 30 days of acquiring ownership of a licensable dog, or if the owner failed to obtain a license before the dog reached licensable age.
- (f) Kennel License Option. The owners of kennels may opt to pay a kennel license fee of \$25 in lieu of the fees provided in par.(e) and the Clerk-Treasurer shall issue tags for each dog owned by the kennel owner, as provided in §174.06, Wis. Stats.

**(4) RABIES VACCINATION REQUIRED. It shall be unlawful for any person to keep a dog in the City which is over 5 months of age and has not received a rabies vaccination as required by §95.21(2), Wis. Stats. No dog license shall be issued until a certificate of rabies vaccination issued by a veterinarian has been presented. A rabies vaccination tag shall be attached to the collar of all licensed dogs at all times except as provided in §95.21(2)(f), Wis. Stats.**

**(5) DOGS RUNNING AT LARGE AND UNTAGGED DOGS.**

- (a) **Dog Running at Large**. A dog is considered to be running at large if it is off the premises of its owner and not under the restraint of the owner or some other person as defined in sub. (1)(d).

**(b) Untagged Dog.** A dog is considered to be untagged if a valid license tag is not attached to a collar which is kept on the dog whenever the dog is outdoors unless the dog is securely confined in a fenced area.

**(c) Dog Subject to Impoundment.** Any officer shall attempt to capture and restrain any dog running at large and any untagged dog.

**(d) Penalties.** If the owner of a dog permits the dog to run at large or be untagged, the owner shall forfeit \$5 plus costs for the first offense, \$10 plus costs for the second offense, and an additional \$5 for each subsequent offense. If the dog is unlicensed, the above penalties shall be doubled.

**(6) CONFINEMENT OF CERTAIN DOGS.**

(a) The owner shall confine within a building or secure enclosure, every fierce, dangerous or vicious dog and not take such dog out of such building or secure enclosure unless such dog is securely leashed and/or under adequate control.

(b) Every female dog or cat in heat shall be kept confined in a building or secure enclosure or in a veterinary hospital or boarding kennel in such a manner that such female dog or cat cannot come in contact with another dog or cat, except for intentional breeding purposes.

(c) Any animal described in the foregoing paragraphs which is found at large shall be impounded by police officers.

**(7) DUTY TO REPORT DOG BITE.** Every person, including the owner or person harboring or keeping a dog, who knows that a dog has bitten any person, shall immediately report such fact to the Health Officer.

**(8) IMPOUNDING AND DISPOSITION OF DOGS.**

(a) Impounding of Dogs. Any police officer or other person restraining a dog running at large shall take such dog to the City Animal Shelter. The boarding fee for impounded dogs shall be \$5 for the first day and \$2 daily thereafter. The police shall attempt to identify and notify the owner.

(b) Release of Dog to Owner or Representative. The caretaker of the Animal Shelter or police officer may release the dog to the owner or his representative if: 1. The owner or representative presents evidence of ownership and gives his name and address, 2. Presents evidence that the dog is licensed and vaccinated against rabies, and 3. Pays the dog's boarding fee.

(c) Release of Dog to Person Other Than Owner. If the owner of the dog is unknown or does not reclaim the dog within 7 days, the caretaker of the Animal Shelter may release the dog to a person other than the owner if such person: 1. Gives his name and address; and 2. Signs a statement agreeing to license the dog and have the dog vaccinated against rabies.

(d) Disposition of Dog or Use for Humane Purposes. If the dog is not released to the owner or other person in 7 days, the Police Chief may dispose of the dog as provided in §174.13, Wis. Stats., or dispose of the dog in a proper and humane manner.

**(9) INVESTIGATION.** For the purpose of discharging the duties imposed by this section and to enforce its provisions, any police officer is empowered to enter upon any premises upon which a dog is kept or harbored and to demand the exhibition by the owner of such dog or the license for such dog. It is further provided that a police officer may enter the premises where any animal is kept in a reportedly cruel or inhumane manner and demand to examine such animal and to take possession of such animal when, in his opinion, it requires removal from the premises.

**(10) INTERFERENCE PROHIBITED.** No person shall interfere with or hinder any police officer in the performance of any duty of such agent or seek to release any animal in the custody of the caretaker of the Animal Shelter, except as herein provided.

**(11) RECORDS REQUIRED.**(a) It shall be the duty of the caretaker to keep, or cause to be kept, accurate and detailed records of the licensing, impoundment, and disposition of all animals coming into its custody. Such records shall be open to public inspection. (b) It shall be the duty of the Police Chief to keep, or cause to be kept, accurate and detailed records of all bite cases reported to him and his investigation of same. (c) It shall be the duty of the caretaker or Police Department to keep, or cause to be kept, accurate and detailed records of all

monies coming into their possession, which records shall be open to inspection at reasonable times by such persons responsible for similar records of the City, and shall be turned into the Clerk-Treasurer quarterly.

(12) PENALTIES. In addition to other penalties provided in this section, the following penalties are imposed:

(a) Failure to Obtain Rabies Vaccination. A dog owner who fails to have a dog vaccinated against rabies, as provided in this section, shall, upon conviction, forfeit not less than \$50 nor more than \$100.

(b) Refusal to Comply with Quarantine Order. An owner of a dog or cat who refuses to comply with an order issued under this section to deliver the animal to a police officer, the City pound or veterinarian, or who does not comply with the conditions of an order that the animal be quarantined, shall, upon conviction, forfeit not less than \$100 nor more than \$500.

(c) Penalty. Any person violating any other provision of this section shall be subject to a penalty as provided in sec. 20.04 of this Code. 11-21

#### **11.065 REMOVAL OF ANIMAL DEFECATION (Ord. #05-2001).**

(1) An owner or keeper of any animal shall not allow the animal to defecate on any public or private property, within the City, other than the premise of the owner or keeper of the animal unless such defecation is immediately removed. The foregoing provisions of this paragraph (1) shall not apply to any person being assisted by a seeing-eye dog.

(2) All pens, yards, structures, or areas where animals are kept shall be maintained in a reasonably safe and sanitary condition, which maintenance include the regular removal and disposal of defecation, so as not to attract insects or rodents, or to become unsightly or cause objectionable odors, or to result in any other condition recognized as a nuisance by this municipal code by any other common or statutory law.

#### **11.07 KEEPING OF VICIOUS DOGS REGULATED.**

(1) DEFINITIONS. The terms used herein shall be defined as follows:

(a) Vicious Dog.

1. Any dog with a propensity, tendency, or disposition to attack, cause injury, or otherwise endanger the safety of human beings or other domestic animals as evidenced by its habitual or repeated chasing or snapping, or barking and/or snarling in a threatening manner.

2. Any dog which attacks a human being or another domestic animal without provocation.

3. Any dog owned or harbored primarily or in part for the purpose of dog-fighting, or any dog trained for dogfighting.

(2) REQUIREMENTS AND PROHIBITIONS.

(a) Leash and Muzzle. No person owning, harboring, or having the care of a vicious dog may suffer or permit such dog to go outside its kennel or pen unless the dog is securely leashed with a leash no longer than 4 feet in length. No person may permit a vicious dog to be kept on a chain, rope, or other types of leash outside its kennel or pen unless a person is in physical control of the leash. The dog may not be leashed to inanimate objects such as trees, posts, and buildings. A vicious dog on a leash outside the dog's kennel shall be muzzled by a muzzling device sufficient to prevent the dog from biting persons or other animals. A vicious dog shall not be required to be muzzled when shown either in a sanctioned American Kennel Club show or upon prior approval of the Police Chief.

(b) Confinement. All vicious dogs shall be securely confined indoors or in a securely enclosed and locked pen or kennel, except when leashed and muzzled as provided in par. (a) above. The pen, kennel, or structure shall have secure sides and a secure top attached to all sides. A structure used to confine a vicious dog shall be locked with a key or combination lock when the dog is within the structure. The structure shall have a secure bottom or floor attached to the sides of the pen or the sides of the pen must be embedded in the ground no less than 2 feet. All structures erected to house vicious dogs shall comply with all zoning and building regulations of the City. All structures shall be adequately lighted and ventilated and kept in a clean and sanitary condition.



(c) Confinement Indoors. No vicious dog may be kept on a porch, patio, or in any part of a house or structure that would allow the dog to exit the building on its volition. No vicious dog may be kept in a house or structure when the windows are open or when screen windows or screen doors are the only obstacle preventing the dog from exiting the structure.

(d) Prohibited in Multiple Dwellings. No vicious dog may be kept within any portion of any multiple dwelling.

(e) Signs. All owners, keepers, or harborers of vicious dogs shall, within 15 days of the effective date of this section, display in a prominent place on their premises a sign easily readable by the public using the words "Beware of Dog." A similar sign is required to be posted on the kennel or pen of the dog.

(f) Insurance. All owners, keepers, or harborers of vicious dogs shall, within 30 days of the effective date of this section, provide proof to the Police Chief of public liability insurance in a single incident amount of \$50,000 for bodily injury to or death of any person or for the damage to property owned by any person which may result from the ownership, keeping, or maintenance of vicious dogs. The insurance policy shall provide that no cancellation of the policy will be made unless a 10-day written notice is first given to the Police Chief. The owner or custodian of the dog shall produce evidence of the required insurance upon request of a law enforcement officer. This paragraph does not apply to dogs kept by law enforcement agencies.

(3) VIOUS DOG DETERMINATION. The Police Chief shall investigate every dog complaint and make a determination as to whether or not such dog is "vicious," as defined in sub. (1) above. In the event the Police Chief makes a determination that a dog is "vicious," he shall so inform the owner, keeper, or harborer of such dog and provide such person with a copy of this section.

(4) APPEAL OF VIOUS DOG DETERMINATION. Any person aggrieved by the determination of the Police Chief, as provided in sub. (3) above, may appeal such determination, as provided in Ch. 6 of this Code.

(5) COMPLIANCE. Within 10 days of the determination that a dog is vicious, as provided in sub. (3) above, or 10 days after an unsuccessful appeal under sub. (4) above, the owner of a vicious dog shall either comply with all provisions of this section or dispose of such dog.

(6) DISPOSITION OF VIOUS DOG. Any vicious dog which attacks a human being or domestic animal may be ordered destroyed by a police officer or humane officer when, in the judgment of a court of competent jurisdiction, the dog represents a continuing threat of serious harm to human beings or domestic animals.

(7) PENALTY. Any person who violates any provision of this section shall, upon conviction, be subject to the payment of a forfeiture, as provided in sec. 25.04 of this Code. A separate offense shall be deemed committed on each day on which a violation of this section occurs or continues.