

AGENDA
COMMON COUNCIL MEETING
TUESDAY, JANUARY 10, 2017 7:00 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE

1. Call to order/Roll Call
2. General Public Comments. Registration card required (located at podium in Council Chamber).

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

3. Waive the reading of ordinances and resolutions. RECOMMENDATION: Waive the reading of all ordinances and resolutions adopted at this meeting.
4. Written reports from the City Clerk, Treasurer, and Building Inspector. RECOMMENDATION: Receive and place on file the written reports from the City Clerk, Treasurer, and Building Inspector.
5. Minutes from the Dec. 13, 2016 Common Council Meeting. RECOMMENDATION: Approve the minutes.
6. Animal Ordinance Code Update. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve and adopt Ordinance #01-17 Amending Code in Relation to Keeping of Animals, Including New Provisions Relating to Vicious and Dangerous Dogs.
7. Update to Sign Code Fees. RECOMMENDATION: Accept the Committee of the Whole recommendation to adjust the sign fee to \$50 base fee per sign plus \$.50/sq foot sign face.
8. Bills List. RECOMMENDATION: Approve the list of bills for payment.

END OF CONSENT AGENDA

9. Mayor and Common Council Salary Adjustment. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve a Mayoral salary of \$6,000/year and an Alderperson salary of \$3,000/year to be effective after the 2018 Spring Election and approve and adopt Resolution #17-01.
10. 107 W. Huron Street Raze Order. RECOMMENDATION: Discuss and action as appropriate.

11. Chamber Board Position of City Representative. RECOMMENDATION: Appoint Lindsey Kemnitz to the City Liaison position on the Chamber Board
12. Appointment to Waushara County Economic Development Board.
RECOMMENDATION: Appoint Lindsey Kemnitz, Community Development Director to the Waushara County Economic Development Board.
13. License Applications- Bartender Licenses for Rebecca Lynn Bannenberg and Rachel L. Kreuscher (approved by the PD). RECOMMENDATION: Grant or deny the licenses.
14. Old Business (To be used to request items of old business be put on a future agenda for further discussion or action; or used to make a motion for reconsideration of an item from the current meeting or immediately previous meeting; or to make a motion to take items off the table which were laid on the table only during the current meeting.)
15. New Business (To be used to request items of new business be put on a future agenda)
16. Public Appearances.
17. Motion to convene into closed session pursuant to pursuant to Sec 19.85(1)(e), of the WI Statutes, to deliberate or negotiate the purchase of public property, investment of public funds or conduct other specified public business, whenever competitive or bargaining reasons require a closed session. (*Discussion on Taxi Grant Contract with Classic Cab, and sidewalk encroachment issue at 101 W. Huron*)
18. Reconvene into open session and take appropriate action as a result of closed session discussion.
19. Adjourn.

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



City of Berlin

P.O. Box 272 108 North Capron Street
 Berlin, WI 54923
 920-361-5400 Phone 920-361-5454 Fax

Monthly Report, permits issued for
 December

The following permits were issued	#	2016 December	Previous Total	2016 Year to Date	2015 YTD Comparison
Building	2	\$21,200.00	\$2,806,292.00	\$2,827,492.00	\$19,437,979.20
Plumbing	0	\$0.00	\$996,553.00	\$996,553.00	\$953,200.75
Electrical	1	\$43,000.00	\$239,126.00	\$282,126.00	\$1,385,001.00
HVAC	1	\$2,430.00	\$826,043.00	\$828,473.00	\$1,336,503.80
Sign	1	\$2,000.00	\$111,767.00	\$113,767.00	\$226,695.00
Driveway	0	\$0.00	\$57,500.00	\$57,500.00	\$5,500.00
				\$0.00	
TOTAL		\$68,630.00	\$5,037,281.00	\$5,105,911.00	\$23,344,879.75
				\$0.00	
FEES COLLECTED		\$305.00	\$38,558.82	\$38,863.82	\$56,452.50

Respectfully Submitted
 Jodie Olson

Office of Building Inspection

AN ORDINANCE AMENDING CODE IN RELATION TO KEEPING OF ANIMALS,
INCLUDING NEW PROVISIONS RELATING TO VICIOUS AND DANGEROUS DOGS

NOW THEREFORE, the Common Council of the City of Berlin do ordain as follows:

Section 10-2 of the Code of Ordinances of the City of Berlin shall be amended as follows:

Sec. 10-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

...
At large means off the premises of an owner or on any public street, sidewalk, alley or any other public right-of-way, school grounds, public park or other public grounds or on private property without the specific permission or express invitation of such property's owner or legal possessor or other person in lawful control of the property, and not on a leash that is held or controlled by a human being. For the purposes of this section, the "premises" of an owner shall only mean that property that is owned in title or, if leased or otherwise legally possessed, only if leased or legally possessed exclusive of any other shared or common use by any other lessee, legal possessor or legal occupant other than a cotenant, cosigner or co-legal occupant to or under any lease pertaining to the premises. ~~At large~~ means to be off the premises of the owner and not under the control of a person by leash, but a dog within an automobile of its owner or of another person, with the consent of the owner, shall be deemed not at large.

...
Dog means a domesticated member of the *Canis familiaris* or *Canis lupis familiaris* species. ~~Dog~~ means any canine, regardless of age or sex.

...
Own means owning, possessing, harboring, maintaining charge of, sheltering or keeping, no matter the duration of owning, possessing, harboring, maintaining charge of, sheltering or keeping.

...
Person means any individual human being, firm, corporation, organization or other legal entity.

...
Prohibited Dangerous Dog means:

- (1) Any dog that has inflicted substantial bodily harm upon or caused or contributed to the death of any person on public or private property, whose owner, at the time of such infliction or involvement in fatal attack, failed to demonstrate sufficient provocation consistent with subsection (2)(a) to (g) of the definition of "vicious dog" below to an investigating law enforcement officer or a court of competent jurisdiction;
- (2) Any dog, caused to be present in this City, from another city, village, town, county or state, which has been declared or found to be dangerous, vicious or otherwise given a similar designation by that or any other jurisdiction via a judicial or quasi-judicial process, irrespective of whether or not such declaration or finding is in an appealable, final form;
- (3) Any dog that is, or has been, subject to being destroyed under §174.02(3), Wis. Stats., irrespective of whether such petition or action was disposed of in a manner ordering or otherwise requiring destruction of the dog;
- (4) Any rabid dog;
- (5) Any wild animal hybrid, including but not limited to wolf hybrids; or
- (6) Any dog trained, owned, sold, purchased or transferred for the purpose of dogfighting or similar activity.

Substantial Bodily Harm means a bodily injury that causes a laceration that requires stitches, staples or a tissue adhesive; any fracture of a bone; a broken nose; a burn; a petechia; a puncture of the skin; a temporary loss of consciousness, sight or hearing; a concussion; or a loss or fracture of a tooth.

Vicious Dog means:

- (1) Any dog with a propensity, tendency and/or disposition to attempt to attack, cause injury, contribute to the destruction of public or private property, or otherwise endanger the safety of human beings or other domestic animals, which is evidenced by overt actions of the dog, which may include, but not be limited to, habitual or repeated chasing, scratching, snapping or barking, snarling or growling in a reasonably perceived threatening manner.
- (2) Any dog that attacks, bites, attempts to attack or bite, or has attacked or bitten a human being or another domestic animal; however, a dog shall not be a "vicious dog" under this subsection or subsection (1) of the definition of "prohibited dangerous dog" above by sole reason of having engaged in any of the behavior described under this subsection, or subsection (1) of the definition of "prohibited dangerous dog" above, toward, or in relation to:
 - (a) Any person who attacked, attempted to attack or otherwise accosted such dog or who engaged in conduct that should be reasonably calculated to provoke such dog to attack or bite such person or another person or otherwise engage in behavior reasonably perceived as threatening, including but not limited to

directing such behavior towards the dog's owner or an acquaintance thereof;

- (b) Any person who engaged in provoking or inciting a dogfight or any form of altercation between such dog and another dog or other domestic animal;
- (c) Any person who engaged in stopping or dispersing an actual or reasonably believed to be imminent dogfight or any form of altercation involving the dog, so long as such dog, in response to any such intervention, was not the aggressing dog in the dogfight or other form of altercation;
- (d) Any person engaged in attacking or accosting or attempting to attack or accost any other person or domestic animal;
- (e) Any person engaged in unlawful entry into or upon the fenced or substantially or completely enclosed portion of the premises upon which such dog is kept or into or upon any automobile or other vehicle parked or stored in or upon the street adjacent to such premises;
- (f) Any dog or other domestic animal engaged in unauthorized entry into or upon the fenced or substantially or completely enclosed portion of the premises upon which such dog is kept; or
- (g) Any person engaged in unlawful or unauthorized entry into any automobile or other vehicle in which such dog is kept or confined.

Section 10-10 of the Code of Ordinances of the City of Berlin is hereby repealed and recreated as follows:

Sec. 10-10. – Keeping dogs and cats.

- (a) *Impoundment; vicious dog determination; status.* Any law enforcement officer employed by the City may impound any dog found to be at large or reasonably believed, upon personal observation and/or thorough investigation, to have committed or involved itself in one or more of the acts or otherwise having a presence within the City in failed conformity with any provisions or requirements under this section and that poses a substantial risk to human health or safety. Any such dog may be conveyed to the custody of the City Animal Control Officer or other similar and suitable facility as designated by the Chief of Police. Any dog so impounded may be held for a period of not less than five days and, at the end of such period, become the property of the custodial facility unless the owner thereof shall reclaim such dog and pay the custodial facility the reasonable costs of keeping such dog and an impounding fee as set by the Common Council in the fee schedule kept on file in the City Clerk/Treasurer's office. Whenever acting under this subsection, a law enforcement officer may determine whether the dog is a "vicious dog" pursuant to the definition set forth in Section 10-2. In the event that the law enforcement officer determines that a dog is a vicious dog, the owner shall be advised of the same in writing by the law enforcement officer making such determination and provided a copy of this section and Subsection (1) and (2) below.

(1) *Appeal of vicious dog determination.* Any owner aggrieved by a determination of viciousness, as provided in Subsection 10-10(a) above, may appeal such determination within 15 calendar days following the law enforcement officer's personal service or first class mail issuance of the written determination of viciousness to the owner's last known address. Such appeal may only be taken by the owner's personal hand delivery to the City Clerk/Treasurer, with a copy to the City Attorney, of a written objection to the determination of viciousness, setting forth the specific reasons for contesting the determination. Upon receipt of a timely written objection, the matter shall be considered at the next available meeting of the Common Council that is no less than five days from receipt of the written objection. The Common Council shall act as a quasi-judicial body affording the owner reasonable opportunity to present evidence and argument as to why the investigating law enforcement officer's determination as to viciousness should not be affirmed. A nonrefundable administrative fee as set by the Common Council and provided in the fee schedule on file in the City Clerk/Treasurer's office, shall be tendered with an owner's timely written objection under this subsection.

(2) *Compliance.* After 15 calendar days following personal service or first class mail issuance of the written determination of viciousness to the owner's last known address, or within 10 days of the Common Council affirmation of the investigating law enforcement officer's determination of viciousness, if any, the owner of a vicious dog shall, in addition to all other requirements of this section, comply with all provisions under Subsection 10-10(c)(2) for the balance of such dog's life. Alternatively, the owner shall, within 10 days of the Common Council affirmation of the investigating law enforcement officer's determination of viciousness, dispose or cause the disposal of the dog in such manner that humanely euthanizes the dog.

(b) *Owner's duty with respect to any dog or cat.*

(1) An owner shall see to it that his or her dog or cat does not go at large.

(2) No person may own a dog or cat that does any of the following:

- a. Damages or attempts to damage any public or private property, except the exclusive private property of the dog's owner. "Damage" shall include, but not be limited to, defacing, scratching, marring or any type of behavior that contributes to a diminution of value.
- b. Barks, whines or howls in excessive or continuous fashion to the annoyance of any reasonable complainant; but shall not apply to any veterinary facility, the City's Animal Control Officer impound facility, or other Wisconsin licensed animal shelter or animal control facility.
- c. Bites or attempts to bite a person or domestic animal.
- d. Attempts to scratch or otherwise promote harm or engage in any other form of accostment to a human being or domestic animal.

e. Puts any person in reasonable fear of attack or accostment.

- (3) Any dog or cat shall be rebuttably presumed to have engaged in any behavior described in Subsection 10-10(b)(2)(a. - e.) above without provocation. It shall be upon the owner to demonstrate sufficient provocation to preclude conviction under these subsections. Sufficient provocation for both dogs and cats shall be demonstrated consistent with the definition of "vicious dog" in Section 10-2(2)(a) to (g).

(c) *Restrictions on keeping of certain dogs.*

- (1) No person may own a prohibited dangerous dog. Any person present with, by any reasonably observed physical association or means of control whatsoever, or causing the presence of a prohibited dangerous dog within the City limits shall be irrefutably considered to own such prohibited dangerous dog.
- (2) No person may own a vicious dog except in conformity with the following requirements:

a. *Leash.*

1. No owner of a vicious dog may permit such a dog to go outside its premises or a form of secure confinement unless the dog is securely restrained with a chain, rope or other type of leash no longer than six feet in length. For the purposes of this subsection, the "premises" of an owner shall only mean that property that is owned in title, or, if leased or otherwise legally possessed, only if leased or legally possessed exclusive of any other shared or common use by any other lessee, legal possessor or legal occupant other than a cotenant, cosigner or co-legal occupant to or under any lease pertaining to the premises.
2. No person may permit a vicious dog to be kept on a chain, rope or other type of leash outside its premises or a form of secure confinement, unless a person who is 16 years of age or older, competent to govern the dog's behavior and capable of physically controlling and restraining the dog, is in physical control of the leash. For the purposes of this subsection, the "premises" of an owner shall only mean that property that is owned in title or, if leased or otherwise legally possessed, only if leased or legally possessed exclusive of any other shared or common use by any other lessee, legal possessor or legal occupant other than a cotenant, cosigner or co-legal occupant to or under any lease pertaining to the premises.

b. *Confinement.*

1. *Generally.* Except when an owner is in conformity with Subsection 10-10(c)(2)a.1. and 2. above, all vicious dogs shall be securely

confined indoors or in a securely enclosed and locked pen, kennel or other structure that is located on the exclusive premises of the owner and constructed in a manner that does not allow the dog to exit the pen, kennel or other structure inadvertently or upon its own volition. The pen, kennel or other structure shall have secure sides and a secure top attached to all sides. Any structure used to confine a vicious dog shall be securely 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 its sides or the sides of such structure must be embedded in the ground at a depth of no less than two feet. A dog may be confined as required under this subsection by its secured enclosure within an area entirely surrounded by a fence of such height, depth of installation, design, structural integrity and strength so as to confine a dog and prevent its ungoverned egress from the confined area. All structures erected to house or confine vicious dogs shall comply with all zoning and building regulations of the City.

2. *Indoor confinement.* No vicious dog may be kept on a porch, patio or similar curtilage upon any premises or in any part of a house, building or other structure that would allow the dog to exit the house, building or other structure inadvertently or upon its own volition. No vicious dog may be kept in a house, building or other structure when the windows are open or when screen windows or screen doors fail to prevent such dog from exiting the house, building or other structure.

c. *Warning signage.* The owner of a vicious dog shall display, in prominent places upon his or her premises near or about all entrances or possible access points to the premises, signs containing letters of not less than two inches in height and width against a pronounced and visible contrasting color field, warning that there is a vicious dog upon or about the property. An identical version of such sign is required to be posted on the kennel, pen or other confining structure of the dog. Language such as "Beware of Dog" or substantially similar and effective words shall be conforming to the requirements of this subsection.

d. *Spay and neuter requirements.* Any vicious dog must be spayed or neutered if it is known or reasonably believed or observed to be older than six months. The owner of any vicious dog shall possess written proof endorsed by a licensed veterinarian that the dog has been spayed or neutered.

e. *Insurance and special licensing/registration.* Any owner of any vicious dog shall, within 15 calendar days following personal service or first class mail issuance of the written determination of viciousness to the owner's last known address, or within 10 days of the Common Council affirmation of the investigating law enforcement officer's determination of viciousness, if any, and annually thereafter on or before January 1 of each ensuing year, register such dog with the City Clerk/Treasurer as a

vicious dog and, additionally, provide at the time of registration a high quality current color photograph of such dog, supply proof of spaying or neutering, and pay a special registration fee as set by the Common Council and provided under a separate fee schedule on file in the City Clerk/Treasurer's office. At the time of registration, each owner of any vicious dog kept within the City limits shall provide verifiable proof of an in-force and effective policy of liability insurance in amounts of at least \$100,000.00 to be paid for any acts of property damage, injury or other liability incurred by virtue of any injury or damage inflicted by such vicious dog. Such insurance shall name the City of Berlin as a coinsured solely for the purpose of notice of cancellation of such insurance policy. The City Clerk/Treasurer shall not issue a license for any such vicious dog except in conformity with the requirements of this subsection, and any license so otherwise issued shall be void.

- f. *Multifamily buildings.* No vicious dog may be owned or otherwise made present within, upon or about any portion of any multiple-living-unit dwelling building or upon the lands associated therewith. For the purposes of this subsection, a multiple-living-unit dwelling shall mean only such building that contains three or more separate living units such as, by nonlimiting example only, a building commonly known as a "triplex" or larger. Real property that has been declared a condominium pursuant to the Wisconsin Condominium Act shall not constitute a multiple-living-unit dwelling building under this subsection.
- g. *Notifications.* The owner of any vicious dog shall, as soon as practical, but not more than 24 hours after any of the following events occur, notify or cause notification to the Police Department that such dog:
1. Is at large.
 2. Has attacked a human being or domestic animal, whether provoked or not.
 3. Is dead.
 4. Has been sold, transferred or otherwise given away and to whom (with valid telephone number and valid mailing address), for what purpose and for what, if any, exchange of value.
- h. *Limit on number of vicious dogs.* The owner of any vicious dog shall not own more than one additional dog.
- i. *Orders of Municipal Court and agreements.* No owner may own any vicious dog contrary to any order issued by the Municipal Court or agreement reached with the City Attorney and/or the Common Council relating to the ownership of such dog.

- (d) *Liability for damage caused by dogs; penalties.* The provisions of Wis. Stats. § 174.02 relating to the owner's liability for damage caused by dogs, together with the penalties

set forth in such statute, are adopted and incorporated in this subsection by reference.

Section 10-16 of the Code of Ordinances of the City of Berlin is hereby repealed.

This ordinance shall take effect the day after publication.

The numeric section numbers and headings shall be subject to modification in the discretion of the codifier, and the approval of the City Attorney, during codification into the City's current Code of Ordinances.

Passed, approved and adopted this ____ day of _____, 20__.

ROLL CALL VOTE:

____ AYES
____ NAYS
____ ABSENT

CITY OF BERLIN

BY:

Richard D. Schramer, Mayor

APPROVED AS TO FORM:

ATTEST:

Jodie Olson, City Clerk

Matthew G. Chier, City Attorney

*Check Summary Register©

DECEMBER 31 2016

Name	Check Date	Check Amt	
11100 Cash in Bank m FNB			
Paid Chk# 058787 APPAREL ART EMBROIDERY, LL	10/21/2016	(\$397.00)	PAYMENT MADE BY CREDIT CARD AN
Paid Chk# 058932 APCO INTL, INC	12/6/2016	\$92.00	2017 APCO DUES
Paid Chk# 058933 APPLETON FINANCE DEPARTM	12/6/2016	\$456.08	2016 - DECEMBER WEIGHTS & MEAS
Paid Chk# 058934 ASSURANT EMPLOYEE BENEFIT	12/6/2016	\$150.80	2016 - DECEMBER PAYMENT FOR LI
Paid Chk# 058935 BERLIN JOURNAL NEWSPAPER	12/6/2016	\$703.25	ORDINANCE #08-16
Paid Chk# 058936 BERLIN WATER & SEWER UTILI	12/6/2016	\$66,696.00	TID#14 - PAYMENT
Paid Chk# 058937 BERRY	12/6/2016	\$41.25	2016 - DECEMBER ADVERTISING
Paid Chk# 058938 CHARTER COMMUNICATION	12/6/2016	\$172.96	SERVICE AT BERLIN SENIOR CENTE
Paid Chk# 058939 CITIZENS FIRST CREDIT UNION	12/6/2016	\$100.00	2016 - PAYROLL 25 - EMPLOYEE H
Paid Chk# 058940 DIAMOND VOGEL PAINT	12/6/2016	\$1,084.50	LABOR/REPAIRS FOR BERLIN PUBLI
Paid Chk# 058941 FARMERS & MERCHANTS BANK	12/6/2016	\$588.07	2016 - PAYROLL 25 - EMPLOYEE H
Paid Chk# 058942 FINISHLINE STUDIOS	12/6/2016	\$35.00	2016 - DECEMBER WEB HOSTING
Paid Chk# 058943 FIRST NATIONAL BANK OF BERL	12/6/2016	\$645.00	2016 - PAYROLL 25 - EMPLOYEE H
Paid Chk# 058944 FOX VALLEY TECHNICAL COLLE	12/6/2016	\$34.00	LE RECRUIT ACADEMY GRADUATION
Paid Chk# 058945 HORICON BANK	12/6/2016	\$100.00	2016 - PAYROLL 25 - EMPLOYEE H
Paid Chk# 058946 INTERSTATE BATTERY	12/6/2016	\$44.95	BATTERY FOR BERLIN PUBLIC WORK
Paid Chk# 058947 ITU ABSORBTECH, INC.	12/6/2016	\$228.76	SUPPLIES FOR BERLIN PUBLIC WOR
Paid Chk# 058948 KURCZEK, BRAD	12/6/2016	\$170.21	TRAINING FIRST LINE SUPERVISOR
Paid Chk# 058949 M&I BANK - RIPON	12/6/2016	\$190.00	2016 - PAYROLL 25 - EMPLOYEE H
Paid Chk# 058950 MINNESOTA LIFE INS CO	12/6/2016	\$829.03	2017 - JANUARY PREMIUM - EMPLO
Paid Chk# 058951 NCOA	12/6/2016	\$145.00	MEMBERSHIP RENEWAL FOR KAREN N
Paid Chk# 058952 NORTH SHORE BANK, FSB	12/6/2016	\$200.00	2016 - PAYROLL 25 - EMPLOYEE D
Paid Chk# 058953 OLD NATIONAL BANK	12/6/2016	\$100.00	2016 - PAYROLL 25 - EMPLOYEE H
Paid Chk# 058954 OSHKOSH OFFICE SYSTEMS	12/6/2016	\$108.29	2016 - NOVEMBER COPIES FOR CLE
Paid Chk# 058955 POMP'S TIRE SERVICE, INC.	12/6/2016	\$398.00	SERVICE REPAIR/REPLACEMENT TIR
Paid Chk# 058956 SUPERIOR CHEMICAL CORP	12/6/2016	\$764.40	SUPPLIES FOR JACKIE - CITY HAL
Paid Chk# 058957 U S POST OFFICE - POSTMASTE	12/6/2016	\$69.00	YEARLY - PO BOX RENTAL
Paid Chk# 058958 ZACHE, ROBERT W	12/6/2016	\$348.55	MEDICAL REIMBURSEMENT FROM RET
Paid Chk# 058959 ATLAS BUS SALES, INC.	12/7/2016	\$163.75	TITLE AND LICENSE FEES - 2016
Paid Chk# 058960 LANDMARK SERVICES COOPER	12/7/2016	\$4,393.71	2016 - NOVEMBER GAS & DIESEL C
Paid Chk# 058961 POMP'S TIRE SERVICE, INC.	12/7/2016	\$414.08	FOUR TIRES FOR BERLIN FIRE DEP
Paid Chk# 058962 BAYCOM INC	12/9/2016	\$4,118.52	BELT CLIP AND SERVICE FOR BERL
Paid Chk# 058963 BERLIN JOURNAL NEWSPAPER	12/9/2016	\$379.25	AD FOR FIRE DEPT PIG ROAST
Paid Chk# 058964 CEC	12/9/2016	\$78.00	REPLACE BATTERY/GLASS RODS - A
Paid Chk# 058965 CLASSIC CAB, LTD	12/9/2016	\$10.50	SERVICE FOR BERLIN SENIOR CENT
Paid Chk# 058966 EMC INSURANCE COMPANIES	12/9/2016	\$15,387.07	INSURANCE PREMIUM
Paid Chk# 058967 FIRE INSPECTION SERVICES IN	12/9/2016	\$1,386.66	FIRE INSPECTIONS
Paid Chk# 058968 GREEN LAKE CO REG OF DEED	12/9/2016	\$55.00	LEGAL DESCRIPTIONS FOR BROADWA
Paid Chk# 058969 GT MOBILITY & SERVICES, LLC	12/9/2016	\$257.00	SERVICE/PARTS AT BERLIN SENIOR
Paid Chk# 058970 NITZ, DAVID A	12/9/2016	\$1,573.25	2016 - NOVEMBER BUILDING INSPE
Paid Chk# 058971 OSHKOSH F&P EQUIPMENT, INC	12/9/2016	\$225.00	FIRE HOSE
Paid Chk# 058972 PIECHOWSKI, MARJORIE P.	12/9/2016	\$250.00	PREPARING FEMA GRANT FOR BERLI
Paid Chk# 058973 RED POWER DIESEL SERVICE	12/9/2016	\$2,035.18	BUTTON KIT FOR BERLIN FIRE DEP
Paid Chk# 058974 TELVENT DTN LLC	12/9/2016	\$510.00	2016 - DECEMBER RADAR
Paid Chk# 058975 W.S. DARLEY & CO	12/9/2016	\$510.28	OXYGEN CLYINDER/MONITER FOR BE
Paid Chk# 058976 APPAREL ART EMBROIDERY, LL	12/9/2016	\$64.00	CAPS FOR POLICE DEPARTMENT
Paid Chk# 058977 BOWEY, BRANDON	12/9/2016	\$22.00	AUXILLARY POLICE FOR CHRISTMAS
Paid Chk# 058978 ERNEST, MARY	12/9/2016	\$22.00	AUXILLARY POLICE FOR CHRISTMAS
Paid Chk# 058979 SHOP WITH A HOMETOWN HER	12/9/2016	\$36.32	MONIES FOR SHOP WITH A HOMETOW
Paid Chk# 058980 GARRO, PATRICIA	12/9/2016	\$22.00	AUXILLARY POLICE FOR CHRISTMAS
Paid Chk# 058981 JANES, ALLAN	12/9/2016	\$22.00	AUXILLARY POLICE FOR CHRISTMAS
Paid Chk# 058982 KRAUSE'S SERVICE INC	12/9/2016	\$19.95	REPLACE HEADLIGHT ON SQUAD 59
Paid Chk# 058983 ORGANIZATION DEVEL. CONSU	12/9/2016	\$540.00	PSYCHOLOGICAL ASSESSMENT - ENT
Paid Chk# 058984 OSHKOSH OFFICE SYSTEMS	12/9/2016	\$67.92	2016 - NOVEMBER POLICE DEPART
Paid Chk# 058985 RED THE UNIFORM TAILOR	12/9/2016	\$305.80	UNIFORM FOR DENNIS PLANTZ
Paid Chk# 058986 REGISTRATION FEE TRUST	12/9/2016	\$2.00	CERTIFIED RECORD FEE
Paid Chk# 058987 SPLITTERGERBER, PAUL A	12/9/2016	\$22.00	AUXILLARY POLICE FOR CHRISTMAS

General City payable
Dec

*Check Summary Register©

DECEMBER 31 2016

	Name	Check Date	Check Amt	
Paid Chk# 058988	TONDELLI, CHRIS	12/9/2016	\$22.00	AUXILLARY POLICE FOR CHRISTMAS
Paid Chk# 058989	VICKI MURPHY, PETTY CASH	12/9/2016	\$3.10	SUPPLIES FOR BLOOD CLEANUP
Paid Chk# 058990	WI CHIEFS OF POLICE ASSN, IN	12/9/2016	\$116.50	POLICE ENTRY EXAMS (7)
Paid Chk# 058991	WI DEPT OF JUSTICE	12/9/2016	\$14.00	BACKGROUND CHECK FOR R. BRUNKE
Paid Chk# 058992	WISCONSIN CHILD WELFARE	12/9/2016	\$75.00	TRAINING FOR GEORGIA TROCHINSK
Paid Chk# 058993	ZAMZOW, JAMES	12/9/2016	\$22.00	AUXILLARY POLICE FOR CHRISTMAS
Paid Chk# 058994	ADVANCED DISPOSAL SERVICE	12/14/2016	\$23,249.85	2016 - NOVEMBER CITYWIDE RECYC
Paid Chk# 058995	BRUCE MUNICIPAL EQUIPMENT,	12/14/2016	\$234.02	SUPPLIES FOR BERLIN PUBLIC WOR
Paid Chk# 058996	CENTURYLINK	12/14/2016	\$35.54	
Paid Chk# 058997	CHIKOWSKI, ALLEN	12/14/2016	\$10.26	MILEAGE REIMBURSEMENT - DELIVE
Paid Chk# 058998	CITIZENS FIRST CREDIT UNION	12/14/2016	\$100.00	2016 - PAYROLL 26 - EMPLOYEE H
Paid Chk# 058999	FARMERS & MERCHANTS BANK	12/14/2016	\$588.07	2016 - PAYROLL 26 - EMPLOYEE H
Paid Chk# 059000	FIRST NATIONAL BANK	12/14/2016	\$645.00	2016 - PAYROLL 26 - EMPLOYEE H
Paid Chk# 059001	FOX, MICHAEL	12/14/2016	\$827.39	2016 - DECEMBER RETIREE HEALTH
Paid Chk# 059002	GREEN LAKE CO REG OF DEED	12/14/2016	\$660.00	SPECIAL ASSESSMENTS - BROADWAY
Paid Chk# 059003	HORICON BANK	12/14/2016	\$100.00	2016 - PAYROLL 26 - EMPLOYEE H
Paid Chk# 059004	KOPPLIN & KINAS CO., INC.	12/14/2016	\$364.00	HAUL COLD MIX FROM SUN PRAIRIE
Paid Chk# 059005	M&I BANK - RIPON	12/14/2016	\$190.00	2016 - PAYROLL 26 - EMPLOYEE H
Paid Chk# 059006	NEUMAN, KAREN	12/14/2016	\$44.82	MILEAGE REIMBURSEMENT FOR SENI
Paid Chk# 059007	NORTH SHORE BANK, FSB	12/14/2016	\$200.00	2016 - PAYROLL 26 - EMPLOYEE D
Paid Chk# 059008	OLD NATIONAL BANK	12/14/2016	\$100.00	2016 - PAYROLL 26 - EMPLOYEE H
Paid Chk# 059009	THEDACARE AT WORK	12/14/2016	\$32.00	PREEMPLOYMENT DRUG TEST - SENI
Paid Chk# 059010	WAUSHARA CO TREASURER	12/14/2016	\$689.80	MANAGEMENT OF CONTAMINATED SED
Paid Chk# 059011	WI COUNCIL 32 AFSCME AFL-CI	12/14/2016	\$409.05	2016 - DECEMBER UNION DUES
Paid Chk# 059012	BAKER & TAYLOR	12/15/2016	\$1,300.14	NOVEMBER CHARGES FOR BERLIN PU
Paid Chk# 059013	BERLIN JOURNAL NEWSPAPER	12/15/2016	\$26.00	CLASSIFIED AD FOR LIBRARIAN
Paid Chk# 059014	BERLIN OIL PRODUCTS	12/15/2016	\$42.00	NEWSPAPERS FOR BERLIN PUBLIC L
Paid Chk# 059015	CULLIGAN WATER	12/15/2016	\$138.15	SERVICE FOR BERLIN PUBLIC LIBR
Paid Chk# 059016	LISA M. OBRIST	12/15/2016	\$792.50	2016 - NOVEMBER CLEANING SERVI
Paid Chk# 059017	OSHKOSH OFFICE SYSTEMS	12/15/2016	\$147.87	2016 - NOVEMBER COPY FEES FOR
Paid Chk# 059018	UNIQUE MANAGEMENT SERVIC	12/15/2016	\$44.75	PLACEMAT/RECOVERY SERVICES FOR
Paid Chk# 059019	WI DEPT OF PUBLIC INSTRUCTI	12/15/2016	\$50.00	PUPBLIC LIBRARIAN CERTIFICATIO
Paid Chk# 059020	WINNEFOX LIBRARY SERVICES	12/15/2016	\$263.69	SERVICES AT BERLIN PUBLIC LIBR
Paid Chk# 059021	WINNEFOX COOPERATIVE TEC	12/15/2016	\$1,077.97	MATERIALS FOR BERLIN PUBLIC LI
Paid Chk# 059022	ADVANCED DISPOSAL SERVICE	12/15/2016	\$33.04	2016 - NOVEMBER SERVICE FOR W
Paid Chk# 059023	BAYCOM INC	12/15/2016	\$2,163.00	TS COMMAND VEHICLE ANTENNA
Paid Chk# 059024	BERLIN EMS ASSOCIATION	12/15/2016	\$300.00	DONATION FROM GREEN LAKE TAVER
Paid Chk# 059025	COMPLETE OFFICE OF WI	12/15/2016	\$272.82	POST A NOTES FOR SENIOR CENTER
Paid Chk# 059026	ESCREEN INC	12/15/2016	\$15.85	PRE-EMPLOYMENT TESTING FOR LIN
Paid Chk# 059027	JON LUNDT ELECTRIC, INC	12/15/2016	\$18,629.32	RIVERSIDE PARK CAMPGROUND - PA
Paid Chk# 059028	LIND EXCAVATING & LANDSCAP	12/15/2016	\$800.00	TRUCKING EQUIPMENT
Paid Chk# 059029	PARSONS, ANNE	12/15/2016	\$475.13	REIMBURSE FOR COBRA HEALTH INS
Paid Chk# 059030	PESCHKE, SANDY, PETTY CASH	12/15/2016	\$78.49	POSTAGE - REIMBURSE PETTY CASH
Paid Chk# 059031	PODOLL, GARY V	12/15/2016	\$23.22	MILEAGE REIMBURSEMENT TO RED P
Paid Chk# 059032	RETZLAFF, JANICE	12/15/2016	\$50.00	CANCELLATION FOR SENIOR CENTER
Paid Chk# 059033	RW MANAGEMENT GROUP, INC	12/15/2016	\$5,610.00	ORGANIZATIONAL MANAGEMENT ANAL
Paid Chk# 059034	BERLIN HIGH SCHOOL	12/21/2016	\$500.00	PARTIAL PAYMENT OF WEATHER BUG
Paid Chk# 059035	BERLIN WATER & SEWER UTILI	12/21/2016	\$67,185.77	2016 -4TH QUARTER FIRE PROTECT
Paid Chk# 059036	BRUCE MUNICIPAL EQUIPMENT,	12/21/2016	\$22.19	STREET DEPT PARTS
Paid Chk# 059037	CCP INDUSTRIES INC.	12/21/2016	\$355.68	HIPPIE-WIPE
Paid Chk# 059038	CenturyLink	12/21/2016	\$2,029.29	2016 DECEMBER
Paid Chk# 059039	DARRELLS AUTO REPAIR	12/21/2016	\$107.99	SNOWDOGG LIGHT
Paid Chk# 059040	PACKER CITY INT'L TRUCKS, IN	12/21/2016	\$4,626.94	OIL, BEARING
Paid Chk# 059041	REDGRANITE COMM & ELECTR	12/21/2016	\$710.00	LIGHT FOR COMMAND TRUCK
Paid Chk# 059042	TIME VALUE SOFTWARE	12/21/2016	\$105.00	SOFTWARE ANNUAL RENEWAL
Paid Chk# 059043	VIERTEL, CYNTHIA	12/21/2016	\$500.00	CLOCK TOWER LEASE
Paid Chk# 059044	WORTH COURT REPORTING	12/21/2016	\$174.00	BOARD OF APPEALS JUNE 21 2016
Paid Chk# 059045	CITIZENS FIRST CREDIT UNION	12/30/2016	\$100.00	2016 - PAYROLL 27 - EMPLOYEE H

***Check Summary Register©**

DECEMBER 31 2016

	Name	Check Date	Check Amt	
Paid Chk# 059046	CORPORATE NTRK SOLUTION	12/30/2016	\$30.00	REPLACEMENT BATTERY FOR S. THO
Paid Chk# 059047	FARMERS & MERCHANTS BANK	12/30/2016	\$588.07	2016 - PAYROLL 27 - EMPLOYEE H
Paid Chk# 059048	FIRST NATIONAL BANK	12/30/2016	\$395.00	2016 - PAYROLL 27 - EMPLOYEE H
Paid Chk# 059049	HORICON BANK	12/30/2016	\$100.00	2016 - PAYROLL 27 - EMPLOYEE H
Paid Chk# 059050	M&I BANK - RIPON	12/30/2016	\$190.00	2016 - PAYROLL 27 - EMPLOYEE H
Paid Chk# 059051	NORTH SHORE BANK, FSB	12/30/2016	\$200.00	2016 - PAYROLL 27 - EMPLOYEE D
Paid Chk# 059052	OLD NATIONAL BANK	12/30/2016	\$100.00	2016 - PAYROLL 27 - EMPLOYEE H
Paid Chk# 059053	QUILL CORP	12/30/2016	\$109.63	CREDIT MEMO
	Total Checks		\$246,187.24	

***Check Summary Register©**

DECEMBER 31 2016

Name	Check Date	Check Amt	
11161 UTILITY CASH - FNB			
Paid Chk# 013389	CORPORATE NTRWK SOLUTION 12/2/2016	\$125.00	HP LASERJET PRINTER
Paid Chk# 013390	FOUR WAY CONSTRUCTION OF 12/2/2016	\$26,150.98	WASHINGTON ST SANITARY MANHOLE
Paid Chk# 013391	HUFF, ORIN 12/2/2016	\$50.00	BASIC SUSPENDED GROWTH/TOTAL P
Paid Chk# 013392	KUNKEL ENGINEERING GROUP 12/2/2016	\$525.00	CENTER ST RECONSTRUCTION
Paid Chk# 013393	L.W. ALLEN LLC 12/2/2016	\$15.69	LINK COUPLER
Paid Chk# 013394	SNELL, ROGER 12/2/2016	\$351.85	HEALTH INSURANCE
Paid Chk# 013395	WATER TOWER CLEAN & COAT 12/2/2016	\$1,000.00	INSPECTION OF GROUND RESERVOIR
Paid Chk# 013396	WISCONSIN RURAL WATER ASS 12/2/2016	\$435.00	SYSTEM MEMBERSHIP RENEWAL
Paid Chk# 013397	ALLIANT ENERGY/WP&L 12/6/2016	\$480.46	
Paid Chk# 013398	BERLIN CITY TREASURER 12/6/2016	\$11,531.63	NOVEMBER 2016 GAS/DIESEL
Paid Chk# 013399	INTERSTATE BATTERY 12/6/2016	\$332.80	ABSL1075
Paid Chk# 013400	NORTHERN LAKE SERVICE, INC 12/6/2016	\$338.00	HALOACETIC ACIDS/RADIOACTIVITY
Paid Chk# 013401	RIDGE STONE PRODUCTS, INC 12/6/2016	\$60.48	CLEAR LIMESTONE
Paid Chk# 013402	U S POST OFFICE - POSTMASTE 12/6/2016	\$69.00	BOX RENT
Paid Chk# 013403	VILLAGE OF ASHWAUBENON 12/6/2016	\$40.00	MALNORY/SOBIESKI
Paid Chk# 013404	ALLIANT ENERGY/WP&L 12/9/2016	\$5,230.72	
Paid Chk# 013405	BERLIN CITY TREASURER 12/9/2016	\$168.88	HUMIDIFIER
Paid Chk# 013406	CCP INDUSTRIES INC. 12/9/2016	\$455.60	KITCHEN RL TWL/TOILET TISSUE/G
Paid Chk# 013407	ESRI, INC 12/9/2016	\$400.00	ARCGIS MAINTENANCE CONTRACT
Paid Chk# 013408	JON LUNDT ELECTRIC 12/9/2016	\$883.50	LABOR-REPLACE/INSULATE FIXTURE
Paid Chk# 013409	POMP'S TIRE SERVICE, INC. 12/9/2016	\$227.44	TIRES
Paid Chk# 013410	SUPERIOR CHEMICAL CORP 12/9/2016	\$146.94	SPARKLE GLASS CLEANER
Paid Chk# 013411	U S CELLULAR 12/9/2016	\$240.38	MALNORY/SOBIESKI/VAN/DUTY
Paid Chk# 013412	ADVANCED DISPOSAL SERVICE 12/16/2016	\$201.76	SERVICE DECEMBER 2016
Paid Chk# 013413	ALLIANT ENERGY/WP&L 12/16/2016	\$2,467.47	
Paid Chk# 013414	BERLIN CITY TREASURER 12/16/2016	\$488.10	NOVEMBER 2016 CENTURYLINK
Paid Chk# 013415	D&B PROPERTIES III 12/16/2016	\$431.14	297 S WASHINGTON - F/B PAID TW
Paid Chk# 013416	DUNHAM EXPRESS 12/16/2016	\$513.78	BADGER LAB SAMPLES
Paid Chk# 013417	G & K SERVICES 12/16/2016	\$163.08	MATS/DUSTMOP
Paid Chk# 013418	CENTURYLINK 12/22/2016	\$42.27	
Paid Chk# 013419	CRANE ENGINEERING SALES IN 12/22/2016	\$6,427.50	PREVENTIVE MANT-MONOFLO GRINDE
Paid Chk# 013420	DAVIES WATER #1476 12/22/2016	\$2,054.77	HDPE/CTS COMP/TUBE OMP/UNION
Paid Chk# 013421	FAB TECH WASTEWATER 12/22/2016	\$2,242.00	SHEAR PIN SPROCKET
Paid Chk# 013422	WI STATE LABORATORY OF HY 12/22/2016	\$25.00	FLUORIDE
Paid Chk# 013423	ALLIANT ENERGY/WP&L 12/30/2016	\$5,041.86	
Paid Chk# 013424	BADGER LABORATORIES 12/30/2016	\$33.00	COPPER/TURBIDITY
Paid Chk# 013425	BERLIN CITY TREASURER 12/30/2016	\$25,487.29	DECEMBER 2016 PAYROLLS
Paid Chk# 013426	BERLIN CITY TREASURER 12/30/2016	\$245,918.16	TAXES/INSURANCE/RENT/COPIES
Paid Chk# 013427	COMPASS MINERALS 12/30/2016	\$3,626.08	COARSE SOLAR SALT
Paid Chk# 013428	CUMMINS GREAT LAKES INC 12/30/2016	\$1,507.82	MAINT ER POWER SYSTEM
Paid Chk# 013429	L.W. ALLEN LLC 12/30/2016	\$2,385.52	FLOAT SWITCH/LABOR/MILEAGE
Paid Chk# 013430	MARTELLE WATER TREATMENT 12/30/2016	\$6,512.66	ACID/CHLORINE/AQUA MAG BULK
Paid Chk# 013431	U S CELLULAR 12/30/2016	\$248.55	MALNORY/SOBIESKI/DUTY/VAN
Paid Chk# 013432	WI STATE LABORATORY OF HY 12/30/2016	\$588.00	BOD/NUTRIENTS/SOLIDS
Paid Chk# 013433	WISCONSIN SHORING RENTALS 12/30/2016	\$9,027.45	CHAIN SLING/CHAIN/ALLOY CLEVIS
Total Checks		\$364,692.61	

Utilities payable

Dec

CITY OF BERLIN
PAYROLL FOR DECEMBER - 2016
NET PAYROLL

PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY		
12/2/2016	25	General City	52,575.24			
12/2/2016	25	Utility		8,681.26		
12/2/2016	25.01	Police Clothing	2,172.70			
12/2/2016	25.02	EMS Meeting	4,347.56			
12/2/2016	25.2	Utility Clothing Allowance		911.33		
12/2/2016	25.1	Huff		595.67		
12/15/2016	25.3	Police Overtime	7,678.87			
12/16/2016	26	General City	53,145.73			
12/16/2016	26	Utility		9,096.53		
12/16/2016	26.01	Fireman Annual Pay	13,722.11			
12/16/2016	26.02	Wall	312.61			
12/30/16	27	General City	62,276.82			
12/30/2016	27.01	EMS Missed Hrs	421.21			
12/30/2016	27.02	EMS (2) Missed Hrs	806.01			
12/30/2016	27	Utility		9,838.35		
12/28/2016	27.01	Malnory Uniform		230.87		
12/28/2016	27.02	Youngbauer payout		2,149.67		
		TOTAL MONTHLY PAYROLL	\$197,458.86	\$31,503.68		

DATE: January 5, 2017

TO: Mayor and Common Council

FROM: Jodie Olson, City Administrator

RE: Appointment of Community Development Director as City Representative on Chamber and Waushara County Economic Development Board.

BACKGROUND: Lindsey needs to be appointed to the Chamber Board Liaison position and to the Waushara County Economic Development Board in Evan's place.

RECOMMENDATIONS:

- Appoint Lindsey Kemnitz to the City Liaison position on the Chamber Board
- Appoint Lindsey Kemnitz, Community Development Director to the Waushara County Economic Development Board.

RESOLUTION #17-01

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN
ESTABLISHING SALARY ADJUSTMENT FOR MAYOR AND ALDERPERSONS

WHEREAS the Common Council has reviewed the salaries for the positions of Mayor and alderpersons and have found it prudent to adjust these salaries; and

WHEREAS the Common Council wishes to have increases for all Mayor and alderpersons effective simultaneously;

IT IS HEREBY RESOLVED that the Common Council of the City of Berlin authorizes the salary for the position of Mayor to be increased to \$6,000/year effective after the 2018 Spring Election on the 3rd Tuesday in April; and

IT IS HEREBY RESOLVED that the Common Council of the City of Berlin approves a salary for position of Alderperson to be \$3,000/year effective after the 2018 Spring Election on the 3rd Tuesday in April.

PASSED, ADOPTED, AND APPROVED, this 10th day of January 2017.

Roll Call Vote:

___Ayes ___Nays ___Absent

CITY OF BERLIN

Approved as to form:

Mayor

City Attorney

Attest:

City Clerk

