

AGENDA  
COMMITTEE OF THE WHOLE MEETING  
CITY OF BERLIN  
TUESDAY, JULY 9, 2019, 7:00 PM  
CITY HALL COUNCIL CHAMBERS

1. Roll Call.
2. General Public Comments. Registration card required (located at podium in Council Chamber).
3. Approval of Minutes. RECOMMENDATION: Approve the minutes from the June 4, 2019 Committee of the Whole meeting.
4. Raze or Repair Action for 130 W. Berlin Street. RECOMMENDATION: Listen to update and action as appropriate.
5. Raze or Repair Action for 151 N. Wisconsin Street. RECOMMENDATION: Listen to update and action as appropriate.
6. Code Language References to “City Limits” for Sections Relating to Speed Limits. RECOMMENDATION: Discuss and action as appropriate.
7. Refinancing of 2014 Note for Unfunded Pension Liability. RECOMMENDATION: Review proposed renewal rates and recommendation as appropriate.
8. Review of 2019 Spring Bulk Pick-Up. RECOMMENDATION: Listen to update. No action required.
9. Adjourn.

*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.*



DATE: July 1, 2019

TO: Mayor and Common Council

FROM: Lindsey Kemnitz

RE: 130 W. Berlin Street Raze or Repair Order

Background: July 13, 2018 default judgement was ordered against the Kresal's for the raze order. In November 2018 the stipulation granted an extension until June 30, 2019. The stipulation also required \$100 monthly payments for the monetary judgement of \$3,216.46. It also stated that if the terms are not fully complied by June 30, 2019 they shall be determined to be in contempt of court and shall be subject remedial sanction forfeiture of \$50 per day for each day beyond June 30, 2019.



CITY OF BERLIN  
108 N. Capron Street  
Berlin, WI 54923

Plaintiff,

vs.

Case No. 18 CV 47  
Case Code: 30405  
Case Type: Other – Real Estate

KRESAL, DEREK  
W5301 Czech Road  
Neshkoro, WI 54960,

and

KRESAL, KRISTY  
W5301 Czech Road  
Neshkoro, WI 54960,

and

FORTIFI BANK F/K/A FIRST NATIONAL BANK OF BERLIN  
140 W. Huron Street  
Berlin, WI 54923,

Defendants.

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**STIPULATION RELATING TO CONTEMPT OF COURT**

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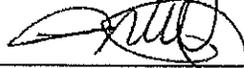
The above-captioned Plaintiff, by its attorney, and the above captioned Defendants, Derek Kresal and Kristy Kresal, personally, hereby stipulate as follows:

1. The Court issued an Order for Default Judgment on July 13, 2018 ordering Defendants, Derek Kresal and Kristy Kresal, to, among other things, comply with the Plaintiff's Raze Order as described in and attached to the Complaint (hereinafter "Raze Order"), subject to contempt of court penalties for failure to comply. Said Order for Judgment also ordered a monetary judgment in favor of the Plaintiff against the Defendants, Derek Kresal and Kristy Kresal in the amount of \$3,216.46.
2. Plaintiff filed a Notice of Motion and Motion for finding Defendants Derek Kresal and Kristy Kresal to be in Contempt of Court on August 21, 2018.
3. As of the date of this Stipulation, the Defendants, Derek Kresal and Kristy Kresal, have failed to comply with the Court's Order for Default Judgment.

4. As an alternative to an immediate finding of contempt of court by the Court against the Defendants, Derek Kresal and Kristy Kresal, the parties have agreed to the terms and conditions of this Stipulation.
5. Defendants, Derek Kresal and Kristy Kresal, shall have an extension to comply with the Raze Order until June 30, 2019.
6. If the terms of the Raze Order are fully complied with by June 30, 2019, the Plaintiff agrees to withdraw its Motion for finding Defendants Derek Kresal and Kristy Kresal to be in Contempt of Court.
7. If the terms of the Raze Order are not fully complied with by June 30, 2019, the Defendants, Derek Kresal and Kristy Kresal, shall be determined to be in contempt of court for failure to comply with the Court's Order of Default Judgment, and shall be subject to a remedial sanction forfeiture of \$50 per day for each day beyond June 30, 2019 that the Raze Order remains not complied with in its entirety.
8. The Defendants, Derek Kresal and Kristy Kresal, shall commence monthly payments toward the monetary judgment owed to the Plaintiff, each in the amount of \$100.00, with the first such payment being made upon execution of this Stipulation by the last of the Defendants, Derek Kresal and Kristy Kresal, and no later than the same day of each month thereafter until the monetary judgment, plus all accrued statutory interest, is paid in full. In the event that any of such payments are not timely made prior to June 30, 2019, this Stipulation shall be deemed null and void, the Defendants, Derek Kresal and Kristy Kresal, shall be determined to be in contempt of court for failure to comply with the Court's Order of Default Judgment, and shall be subject to a remedial sanction forfeiture of \$50 per day for each day beyond the first missed payment that the Raze Order remains not complied with in its entirety. Alternatively, if Defendants Derek Kresal and Kristy Kresal have made all required payments hereunder and have fully complied with the Raze order by June 30, 2019, they may continue to make such monthly \$100.00 payments toward the monetary judgment thereafter and Plaintiff agrees to stay any further execution of said monetary judgment so long as such payments continue until the monetary judgment, plus all accrued statutory interest, is paid in full. However, if at any time any such payment is not timely made, the Plaintiff shall then be free to execute upon said monetary judgment and take any other action to collect said monetary judgment as provided by law.

Dated this 29<sup>th</sup> day of November, 2018.

CHIER LAW OFFICE LLC



Matthew G. Chier, WSB#1026856  
Attorney for Plaintiff

Dated this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Derek Kresal, Defendant

Dated this \_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Kristy Kresal, Defendant

Page 2 of 2



DATE: July 1, 2019

TO: Mayor and Common Council

FROM: Lindsey Kemnitz

RE: 151 N. Wisconsin Street Raze or Repair Order

Background: On November 6, 2018 the City issued raze order for 151 N. Wisconsin Street. The Council granted an extension that by June 30, 2019 the interior and exterior of all entryways and porch must be permanently completed in code compliant state. The Tyvek sheeting on the exterior needs to be replaced and the house completely sided in a code complaint state. Attached are photos that were taken on July 1, 2019.



## STIPULATION

WHEREAS, the CITY OF BERLIN ("CITY") issued a Raze Order (the "RAZE ORDER") dated November 6, 2018 to the owners (current title owner(s): Roger A. Kasuboski, a/k/a Roger Kasuboski, a single person ("KASUBASKI") by virtue of a Quit Claim Deed from Renee M Kasuboski, a/k/a Renee Kasuboski dated November 19, 2015 and recorded August 12, 2018 at 12:00 p.m. as Document No. 399286) and holders of encumbrances of record of the real estate located at 151 N. Wisconsin Street, Berlin, Wisconsin 54923, which real estate is legally described as follows:

The North ½ of Lots 1 and 2 in Block 10 in the Original Plat of Strongsville, now City of Berlin, Green Lake County, Wisconsin.

(the "PROPERTY"); and

WHEREAS, as of the date of this Stipulation, KASUBASKI has failed to comply with the RAZE ORDER; and

WHEREAS, the CITY and KASUBASKI have agreed to the terms and conditions of this Stipulation in lieu of the CITY taking further immediate action pursuant to the RAZE ORDER as a result of KASUBASKI's failure to comply with the RAZE ORDER.

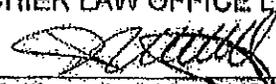
NOW THEREFORE, the CITY and KASUBASKI stipulate to the following:

1. KASUBASKI shall have an extension to comply with the RAZE ORDER as follows:
  - a. No later than June 30, 2019, KASUBASKI shall complete the following on the PROPERTY:
    - i. The interior and exterior of all entryways and porch must be permanently completed in a code compliant state.
    - ii. The Tyvek (or other brand) sheathing on the exterior needs to be replaced and the house completely sided in a code compliant state.
  - b. No later than December 31, 2019, KASUBASKI shall complete the following on the PROPERTY:
    - i. A completely new roof installed in a code compliant state.
  - c. No later than February 11, 2020, KASUBASKI shall remedy all remaining issues described in the Inspection Report completed by Building Inspector Randal E. Backhaus, dated October 19, 2018, which was attached to the RAZE ORDER and was the basis upon which the RAZE ORDER was issued.
2. In the event KASUBASKI fails to comply with any of the requirements described in Paragraph 1 above, by the stated deadlines, the CITY may immediately take action to enforce the RAZE ORDER (notwithstanding any work performed or improvements installed to the PROPERTY during the term of this Stipulation), which may include the following:

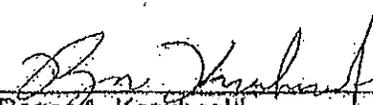
- a. The City of Berlin Building Inspector or other designated officer may proceed to raze the building(s) through any available public agency or by contract or arrangement with private persons, or to secure the building(s) and, if necessary, the property on which the building(s) are located if unfit for human habitation, occupancy or use. The cost of razing or securing the building(s) may be charged in full or in part against the real estate upon which the building(s) are located, and if that cost is so charged it is a lien upon the real estate and may be assessed and collected as a special tax. Any portion of the cost charged against the real estate that is not reimbursed under §632,103(2), Stats. from funds withheld from an insurance settlement may be assessed and collected as a special tax.
- b. The City Building Inspector or designated officer may also or alternatively commence and prosecute an action in Circuit Court for an Order of the Court requiring the owner(s) to comply with the order to raze the building(s) issued, or requiring any person occupying the building(s) whose occupancy has been prohibited to vacate the premises, or any combination of the Court orders. A hearing on actions taken in this regard shall be given preference. Court costs shall be at the discretion of the Court.
- c. The CITY shall be entitled to reimbursement from KASUSBASKI and all owners owner(s) , if any, jointly and severally, of all costs and expenses, including actual attorney fees, incurred by the CITY in relation to the issuance and enforcement of the RAZE ORDER (including but not limited to expenses incurred prior to this Stipulation).

Dated this 22<sup>nd</sup> day of February, 2019.

CHIER LAW OFFICE LLC

  
 Matthew G. Chier, WSB#1026856  
 City of Berlin Attorney

Dated this 24<sup>th</sup> day of February, 2019.

  
 Roger A. Kasuboski

Inspector said roof was fine, just needs repair and doesn't need to be completely new. Other than that, everything else looks fine.



## Jodie Olson

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**From:** Chier Law Office LLC <legalsolutions@chierlaw.com>  
**Sent:** Monday, June 17, 2019 10:07 AM  
**To:** Jodie Olson  
**Subject:** RE: For Darla  
**Attachments:** Ordinance 6-12-2019.docx

This e-mail message (including all attachments) may contain confidential, proprietary, privileged, and/or private information intended only for the use of the individual or entity named above as the recipient. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is prohibited. If you have received this communication in error, please immediately notify us by telephone, return the original message to us at the below address via the U.S. Postal Service, and delete it from your computer. Although Chier Law Office LLC attempts to prevent the passage of viruses via e-mail and attachments thereto, Chier Law Office LLC does not guarantee that either are virus free, and accepts no liability for any damage sustained as a result of any such viruses.

Good morning Jodie:

Per our discussion, attached is an updated Ordinance with the change Common Council requested. If you approve, please print and circulate for signature. Please forward the partially signed document back to my office for my signature when possible.

Also, I expect you will hold off on codification until after next month's meeting, at which I can explain to the Council that all the other speed limit sections referring to the city limits list the city limits first, i.e. ". . . the city limits to \_\_\_\_\_", and not ". . . \_\_\_\_\_ to the city limits". So either we can change this section back to the way I had it, or we can change all the other sections, or we can leave it all as is.

Please feel free to contact me with any questions or concerns.

Thank you very much and I look forward to hearing from you,

--Matt

Sincerely,

Matthew G. Chier  
Berlin City Attorney



CHIER LAW OFFICE LLC  
137 E. Huron Street  
Berlin, WI 54923  
Telephone 1-920-361-9740  
Facsimile 1-920-361-9741

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Original message  
From: "Jodie Olson" <Jolson@cityofberlin.net>  
To: legalsolutions@chierlaw.com;  
Dated: 6/12/2019 3:00:48 PM  
Subject: For Darla



DATE: July 2, 2014

TO: Committee of the Whole

FROM: Jodie Olson

**RE: Wisconsin Retirement System (WRS) Unfunded Pension Liability**

BACKGROUND: The City has a five-year note with F&M Bank to pay off the Wisconsin Retirement System (WRS) Liability for unfunded pension liability. There is a remaining balance of \$288,269. The note is up for renewal in July and our debt financing plan calls for this note to be paid off over the next three years. I am in the process of getting renewal rates.

For those new to the Council, this liability relates to our employee retirement liability. According to the WRS, the City of Berlin came under the WRS on 1/1/46, which means that this liability has been out there for 73 years. With this renewal, we should have this debt paid off in three years.

RECOMMENDATION: Review rates received, discuss and action as appropriate.



6/25/2019

**REPORT ON THE 2019 SPRING RUBBISH PICK-UP**

The 12x4x4 parameters that were established for 2019 as a whole worked out well. Generally speaking the piles of rubbish were within 12x4x4 area, they were also neater piles making them easier to pick up.

As you can see there was around a 50% decrease in man hours and tipping fee cost from 2018 to 2019 which puts the cleanup closer to where it should be in terms of the week of spring cleanup being 5 days rather than the 11 days spent in 2018. The properties that exceeded the parameters were sent notice that the remainder will not be pickup and that they are responsible for disposing of it. I believe that the amount of illegal dumping was decreased as well. There is some fine tuning that we can do for publication and the information that is posted on the city website. As these glitches came up they were noted and will be addressed for the 2020 cleanup. We are on a good path and I recommend we stay on track with the cleanup parameters going forward. If the City Council has concerns or have received calls that I am not aware of please bring them to my attention, thank you.

**2017 SPRING RUBBISH PICK- UP**

Man Hrs. – 224

Truck loads - 76

Tons – 94.5

Loader Hrs. – 58

Truck Hrs. – 149

Tipping fees - \$5,030

**2018 SPRING RUBBISH PICK-UP**

Man Hrs. – 440

Truck loads – 154

Tons – 156

Loader Hrs. – 190

Truck Hrs. – 310

Tipping fees - \$8,170.00

**2019 SPRING RUBBISH PICK-UP**

Man Hrs. – 190

Truck loads – 71

Tons – 76.5

Loader Hrs. – 50

Truck Hrs. – 140

Tipping fees - \$4,015.00