AGENDA COMMON COUNCIL MEETING TUESDAY, JULY 16, 2019 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).

<u>CONSENT AGENDA</u>: 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. <u>RECOMMENDATION</u>: Waive the reading of all ordinances and resolutions adopted at this meeting.
- 4. Written reports from the City Clerk, Treasurer, and Building Inspector.

 <u>RECOMMENDATION</u>: Receive and place on file the written reports from the City Clerk, Treasurer, and Building Inspector.
- 5. Minutes from the June 11, 2019 Common Council Meeting. <u>RECOMMENDATION</u>: Approve the minutes from the June 11, 2019 Common Council meeting.
- 6. Oakwood Cemetery Chapel Repairs. <u>RECOMMENDATION</u>: Accept the Oakwood Cemetery Board recommendation to request to use up to \$40,000 in cemetery bequest funds to make the necessary repairs to the Oakwood Cemetery Chapel.
- 7. "City Limits" Language Modifications to Ordinance #06-19 Reducing Speed Limit to 25 MPH on North Hunter Street from Broadway Street to Northwest Cumberland Street. RECOMMENDATION: Accept the Committee of the Whole recommendation to remove the modifications to Sec. 70-371(4)(d) included in the June 11, 2019 motion to Ordinance #06-19 and let the language stand as "North Hunter Street from the city limits to Northwest Cumberland Street".
- 8. Bills List. <u>RECOMMENDATION:</u> Approve the list of bills for payment.

END OF CONSENT AGENDA

- 9. Raze or Repair Action for 130 W. Berlin Street. <u>RECOMMENDATION</u>: Listen to update and action as appropriate.
- 10. Raze or Repair Action for 151 N. Wisconsin Street. <u>RECOMMENDATION</u>: Listen to update and action as appropriate.

- 11. Loan Renewal/Debt Authorization for WRS Unfunded Pension Liability Obligation. <u>RECOMMENDATION:</u> Approve Resolution #19-10 Authorizing Borrowing for Refinancing Wisconsin Retirement Fund Unfunded Pension Liability Obligation.
- 12. Memorandum of Understanding Grant Agreement between AARP and City of Berlin Parks & Recreation Department. <u>RECOMMENDATION</u>: Approve the MOU Grant Agreement between AARP and City of Berlin Parks & Recreation Department for park enhancement and authorize the appropriate signatures.
- 13. Property and Liability Insurance Renewal. <u>RECOMMENDATION</u>: Accept and approve the renewal quote of \$211,165 from EMC Insurance for Property and Liability Insurance for policy year 7/23/19–7/23/20.
- 14. Original Alcohol Beverage Retail License Application from Boeck Rentals LLC, Frank Boeck Agent at 209 Broadway Street. <u>RECOMMENDATION</u>: Approve the Original Class "B" Beer and "Class B" Liquor license for license year 2019-2020 for Boeck Rentals LLC, Frank Boeck Agent at location of 209 Broadway Street.
- 15. Bartender License Applications: License Application for Patricia Ann Schaefer, Joshua James Nigbor, Chance Nicholas Thorp, and Blake A. Schroeder (approved by the PD). RECOMMENDATION: Grant or deny the licenses.
- 16. 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.)
- 17. New Business (To be used to request items of new business be put on a future agenda)
- 18. Public Appearances.
- 19. Motion to convene into closed session pursuant to Wis. Stat §19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, and pursuant to Wis. Stat. §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (Budgeting and financial matters related to Police Department Investigation Complaint Matter and Interim Police Management in light of Chief Plantz retirement)
- 20. Reconvene into open session and take appropriate action resulting from closed session discussion.
- 21. 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.

and the state of t		CITY OF BERLIN		OF THI	OFFICE OF THE TREASURER			
and advisor may be a second or m	HONORABLE MAY	E MAYOR AND	OR AND COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN	OF THE	CITY OF BERLIN	WISCONSIN:	W. (1999)	The second secon
I herewith present my report as City Treasurer for the month ending	reasurer for the month	ending	6/30/2019	6	A STATE AND LAKE THE AND THE PROPERTY OF THE P		T + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 + 1 +	And Andread and Fig. 19
FUNDS	BEG BALANCE	ADJ/ VOIDS	RECEIPTS	DISBU	DISBURSEMENTS	BALANCE	INVESTMENTS	TOTAL W/ INVESTMENTS
GENERAL CITY TAX COLLECTION ACCOUNT	\$ 749,170.00		\$ 141,428.22	\$ 2	489,769.14 \$		\$ 2,600,000.00 \$	\$ 3,000,829.08
WATER INVESTMENTS SEWER INVESTMENTS	669		\$ 206,645.29	မ	154,297.41 \$	8	\$ 4,369,760.49 \$ 2,227,384.57	5,121
SEWER BOND & IN I BOND & INT RESERVE EQUIP REPLACMENT FUND	\$ 20,701.66		\$ 2.38	-	, w w	20,704.04	\$ 1,255,000.00	\$ - 1,275,704.04
CAPITAL PROJECT BORROWING EMS ACCOUNT	\$ 42,670.38		\$ 29,070.92	& &	35.00 \$	71,706.30		\$ 71,706.30
TOTAL OF ALL FUNDS	\$ 1,512,728.39		\$ 377,146.81	4	644,101.55 \$	1,245,773.65	\$ 10,452,145.06	\$ 11,697,918.71
FUNDS	BANK STATEMENT BALANCE		ADJUSTMENT	TUO	OUTSTANDING CHECKS		AVAILABLE BANK BALANCE	
GENERAL CITY TAX COLLECTION ACCOUNT WATER & SEWER	\$ 438,052.76 \$ 811.22 \$ 765,378.90			ဟ ဟ ဟ	37,223.68 299.32 13,356.57		\$ 400,829.08 \$ 511.90 \$ 752,022.33	
SEWER BOND & INT EQUIP REPLACMT FUND CAPITAL PROJECT BORROWING EMS ACCOUNT	\$ 20,704.04			w w w	I I F Sammer		\$ 20,704.04 \$ 71,706.30	
TOTAL OF ALL FUNDS	\$ 1,296,653.22	And and a second a	Ф	us .	50,879.57	And a service of the	\$ 1,245,773.65	
					REG	RESPECTFULLY SUBMITTED	MITTED,	
			V (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)			CMM 11 1	(Inelian)	

.

_
9
Ò
ed.
ä
3
. 7
R
ö
EPORT
Щ
œ
G
Z
Q
BUILDING
Ξ
Z
닔
IK.
BERLIN
P
>-
\vdash
Ö

T	TYPE OF PERMIT		MONTH			YEAR TO DATE			LAST YEAR TO DATE	JATE
		No.	Estimated Value	Permit Cost	No.	Estimated Value	Permit Cost	No.	Estimated Value	Permit Cost
Sin	Single Family Residence		0			1 \$203,000.00	\$1,022.40	0	\$0.00	\$0.00
Mu	Multi-Family Residence					00:0\$	\$0.00	0	\$0.00	\$0.00
Res	Residential Garage					1 \$61,000.00	\$412.00	0	\$0.00	\$0.00
Res	Residential Garage Alteration	u			1	0 \$0.00	\$0.00	0	\$0.00	\$0.00
Res	Residential Alteration		11 \$119,086.72	\$858.32		19 \$231,265.72	\$1,648.32	25	\$434,062.00	\$1,979.63
Ö	Commercial					00:00\$	\$0.00	0	\$0.00	\$0.00
Ö	Commercial Alteration					2 \$31,000.00	\$278.00	0	\$0.00	\$0.00
Ind	Industrial					00:0\$	\$0.00	0	00.0\$	\$0.00
Ind	Industrial Alteration					00:0\$	00:0\$	0	00.0\$	\$0.00
Signs	IS					3 \$422.00	\$329.50	2	\$12,000.00	\$202.00
Mis	Miscellaneous		2 \$3,700.00	\$100.00		9 \$16,900.00	\$450.00	15	\$17,900.00	\$858.48
Dei	Demolition	ļ				00:0\$	\$0.00	0	\$0.00	\$0.00
Ÿ	Hospital					00:0\$	00.0\$	0	00:0\$	\$0.00
	Church				-	00:0\$	\$0.00	0	00.0\$	\$0.00
Sc	School					\$0.00	00:0\$	0	\$0.00	\$0.00
Dri	Driveways					819,545.00	\$220.00	3	\$0.00	\$150.00
Tra	Trailer Homes					0) \$0.00	\$0.00	0	\$0.00	\$0.00
To	Total Building Permits	1	13 \$122,786.72	\$958.32		41 \$563,132.72	\$4,360.22	45	\$463,962.00	\$3,190.11
						0 \$0.00	\$0.00			
Ö	Commercial Plan Approval					0 \$0.00	\$0.00	0	\$0.00	\$0.00
Plu	Plumbing Permits		1 \$4,161.00	00'09\$		7 \$36,157.00	\$365.00	о	\$44,350.00	\$464.00
Ele	Electrical Permits		3 \$3,000.00	\$150.00		16 \$20,100.00	\$888.00	12	\$93,300.00	\$937.00
Ä	Heating Permits		1 \$14,346.00	\$100.43		7 \$81,535.00	\$654.43	37	\$277,580.00	\$2,710.52
						0 \$0.00	\$0.00			
Tot	Total Permit Fees		18 \$144,293.72	\$1,258.75		71 \$700,924.72	\$6,267.65	103	\$879,192.00	\$7,301.63

*Check Summary Register©

(a)		Name	Check Date	Check Amt	
11100 Cas	sh in Bar	ık m FNB			THE PROTECTION OF THE PROPERTY OF THE PROTECTION
Paid Chk#	062966	AGNESIAN HEALTH CARE	6/29/1966	\$0.00	CPR CARDS FOR EMS
Paid Chk#	062967	AMAZON CAPITAL SERVICES, IN	6/4/2019	\$529.90	GLOVE BOX HOLDER FOR BEMS
Paid Chk#	062968	APELL TILE COMPANY, INC	6/4/2019	\$730.00	REPAIR POOL FOR SPRING OPENING
Paid Chk#	062969	BERLIN JOURNAL NEWSPAPER	6/4/2019	\$731.75	LIQUOR LICENCE PUBLICATION
Paid Chk#	062970	CHARTER COMMUNICATION	6/4/2019	\$167.73	2019 - MAY - INSTALL INTERNET
Paid Chk#	062971	DREXEL BUILDING SUPPLY, INC	6/4/2019	\$249.42	PARK BENCHES
Paid Chk#	062972	ED'S TRACTOR REPAIR, LLC	6/4/2019	\$240.23	PARKS J.D. MOWER
Paid Chk#	062973	EMERGENCY MEDICAL PRODUC	6/4/2019	\$1,768.74	HOSPIRA SODIUM CHLORIDE IRRIGA
Paid Chk#	062974	FERGUSON WATER WORKS #14	6/4/2019	\$385.00	SUPPLIES FOR BERLIN AQUATIC CE
Paid Chk#	062975	FINISHLINE STUDIOS	6/4/2019	\$35.00	2019 - JUNE - WEB HOSTING
Paid Chk#	062976	FOX, MICHAEL	6/4/2019	\$412.98	MEDICAL REIMBURSEMENT FROM RET
Paid Chk#	062977	GREEN LAKE TITLE & ABSTRAC	6/4/2019	\$250.00	SUCCESSOR OWNER ENDORSEMENT FO
Paid Chk#	062978	HEAVENS TOUCH PHOTOGRAP	6/4/2019	\$149.00	2019 COUNCIL PHOTOS
Paid Chk#	062979	HEIDI A. HEATH FARMS, INC.	6/4/2019	\$2,000.00	2019 FLOWER PLANTING AT CITY P
Paid Chk#	062980	KUNKEL ENGINEERING GROUP	6/4/2019	\$2,201.11	DISCUSSION ON S&W ROUTE OPTION
Paid Chk#	062981	NORTHEAST ASPHALT, INC.	6/4/2019	\$1,368.19	PERFORMANCE PATCH
Paid Chk#	062982	OSHKOSH OFFICE SYSTEMS	6/4/2019	\$107.25	2019 - MAY - COPIES FOR 6111
Paid Chk#	062983	PACKERLAND PORTABLES	6/4/2019	\$180.00	2019 - APRIL - 2 PORTABLE UNIT
Paid Chk#	062984	SCOTT, THOMAS	6/4/2019	\$149.32	NERF FOAM BULLETS FOR PROGRAMS
Paid Chk#	062985	SUN LIFE FINANCIAL	6/4/2019	\$180.90	2019 - MAY - EMPLOYER PAID LIF
Paid Chk#	062986	THEDACARE AT WORK	6/4/2019	\$36.00	DRUG SCREEN FOR DEBORAH THOM -
Paid Chk#	062987	VALLEY AQUATIC SOLUTIONS, L	6/4/2019	\$162.37	CHEMICALS FOR THE BERLIN AQUAT
Paid Chk#	062988	VIVIAL	6/4/2019	\$46.35	2019 - JUNE - CENTURYLINK AD
Paid Chk#	062989	WAUSHARA COUNTY MASTER	6/4/2019	\$20.00	PERENNIALS FOR CLASS
Paid Chk#	062990	WI DNR - ENVIRONMENTAL FEE	6/4/2019	\$308.00	FACILITY 998345040 BERLIN CTY
Paid Chk#		BMO HARRIS BANK	6/6/2019	\$218.75	2019 - JUNE - EMPLOYER H.S.A.
Paid Chk#	062992	CITIZENS FIRST CREDIT UNION	6/6/2019	\$125.00	2019 - JUNE - EMPLOYER H.S.A.
Paid Chk#	062993	COMMUNITY FIRST CREDIT UNI	6/6/2019	\$437.50	2019 - JUNE - EMPLOYER H.S.A.
Paid Chk#	062994	FARMERS & MERCHANTS BANK	6/6/2019		2019 - JUNE - EMPLOYER H.S.A.
Paid Chk#	062995	FORTIFI BANK	6/6/2019	•	2019 - JUNE - EMPLOYER H.S.A.
Paid Chk#	062996	VERVE	6/6/2019	· · ·	2019 - JUNE - EMPLOYER H.S.A.
Paid Chk#		ADVANCED DISPOSAL SERVICE		-	2019 - MAY - TRASH AND RECYCLI
Paid Chk#		AL SCHMUDE ELECTRIC LLC	6/11/2019	•	CHECK SUMP PUMP @ BERLIN AQUAT
Paid Chk#		AMAZON CAPITAL SERVICES, IN		-	ZAGG RUGGED BOOK CASE AND BLUE
Paid Chk#	063000	APPLETON FINANCE DEPARTM		· ·	2019 - JUNE - WEIGHTS & MEASUR
Paid Chk#		ARING EQUIPMENT COMPANY, I		•	LOADER PARTS FOR DPW
Paid Chk#				•	4 WORK PERMITS FOR LIFEGUARDS;
		BERLIN HIGH SCHOOL	6/11/2019		AD IN THE RED & GREEN APRIL/MA
		BIGNELL'S POWERSPORTS	6/11/2019	·	REPLACE STARTED RELAY FOR BERL
		BLACK WOLF HYDRAULICS, LLC		•	MAINTENANCE L90 VOLVO DPW
		CEDAR CREST ICE CREAM	6/11/2019	•	ICE CREAM ORDER FOR BERLIN AQU
		CENTURYLINK	6/11/2019		2019 - MAY - LONG DISTANCE PHO
Paid Chk#			6/11/2019	•	2019 - JUNE - INTERNET SERIVCE
Paid Chk#					BEVERAGES FOR START UP SEASON
Paid Chk#		DIAMOND VOGEL PAINT	6/11/2019		YELLOW AND WHITE PAINT DPW
Paid Chk#		DREXEL BUILDING SUPPLY, INC		•	4X4 8FT TREATED AND CONCRETE P
		ED'S TRACTOR REPAIR, LLC	6/11/2019	•	PARTS FOR PARK DEPT
Paid Chk#			6/11/2019		BLOWER FOR BERLIN AQUATIC CENT
Paid Chk#			6/11/2019		2019 - JUNE - GENERAL LIABILIT
		ESCREEN INC	6/11/2019		PRE EMPLOYMENT DRUG SCREEN, KE
		GREEN LAKE CO REG OF DEED		·	LIEN SATISFACTION TIMOTHY KING
Paid Chk#			6/11/2019		2019 - MAY - SENIOR VAN USE
Paid Chk#			6/11/2019		PARTS AND SERVICE ON 930H LOAD
Paid Chk#			6/11/2019		NORTH DIAMOND SHELTER HOUSE WO
		KUNKEL ENGINEERING GROUP			CAPRON STREET & RIVER DRIVE IM
Paid Chk#		LANDMARK SERVICES COOPER			FUEL DELIVERY AT BERLIN DEPT O
Paid Chk#	063022	NEUMAN, KAREN	6/11/2019	\$54Z.11	MEDICAL REIMBURSEMENT - RETIRE

*Check Summary Register©

		Name	Check Date	Check Amt	
Paid Chk#	063023	RIDGE STONE PRODUCTS, INC	6/11/2019	\$265.62	3/4" ROAD GRAVEL FOR DPW
Paid Chk#		RUNNING INC. TRANSIT SERVIC			2019 - MAY - SHARED RIDE TAX I
Paid Chk#		SECURIAN FINANCIAL GROUP	6/11/2019		2019 - JULY - EMPLOYEE ADDITIO
Paid Chk#		SEEFELD FUNERAL AND CREMA		·	OVERPAYMENT OF JAMES WALTER BU
Paid Chk#		SUPERHEAT AND COOLING	6/11/2019	•	InSTALLED A HEAT PUMP AT BPD
Paid Chk#		TAPCO SAFE TRAVELS	6/11/2019	\$83.58	SIGN PASSENGER LOADING/UNLOADI
Paid Chk#		THEDACARE AT WORK	6/11/2019	•	DRUG SCREEN KENNEDY
Paid Chk#		VALLEY AQUATIC SOLUTIONS, L		-	VAQSOL LEASED CONTROLLERS BAC
Paid Chk#			6/11/2019	\$1,136.62	CONSESSIONS ORDER AT BERLIN AQ
Paid Chk#	063032	BERG, KATHY	6/12/2019	\$100.00	NORTH SHELTER HOUSE REFUND
Paid Chk#	063033	CLAY LAMBERTON SCHOOL	6/12/2019	\$100.00	REFUND OF DEPOSIT FROM SOUTH S
Paid Chk#	063034	DOMINICK, SHANNON	6/12/2019	\$100.00	REFUND OF DEPOSIT FROM NORTH S
Paid Chk#	063035	FRANKE, DIANE	6/12/2019	\$50.00	CHEESEBOX DESIGN CLASS SUPPLIE
Paid Chk#	063036	GROSS, STEPHANIE	6/12/2019	\$100.00	REFUND OF DEPOSIT FROM NORTH B
Paid Chk#	063037	HORTON, VIRGINIA	6/12/2019	\$100.00	REFUND OF DEPOSIT FOR SOUTH SH
Paid Chk#	063038	KRAHL, MARCIA	6/12/2019	\$15.00	STATEMENT SENT IN ERROR. BALA
Paid Chk#	063039	MHS HEALTH WISCONSIN	6/12/2019	\$14.73	ANTHONY GALLOW SUPPLY BILLED T
Paid Chk#	063040	NIGHBOR, SARA	6/12/2019	\$18.74	REIMBURSEMENT FOR PURCHASING R
Paid Chk#	063041	PETRASZAK, MARY	6/12/2019	\$100.00	REFUND OF DEPOSIT FROM NORTH S
Paid Chk#	063042	SEAMAN, MIDGE	6/12/2019	\$100.00	REFUND OF SHELTERHOUSE RENTAL
Paid Chk#	063043	VANG, XUE	6/12/2019	\$100.00	REFUND OF DEPOSIT FOR SOUTH SH
Paid Chk#	063044	WALLNER, ANDREW	6/12/2019	\$100.00	REFUND OF DEPOSIT FROM RENTAL
Paid Chk#	063045	BMO HARRIS BANK	6/12/2019	\$260.00	2019 - PAYROLL 12 - EMPLOYEE H
Paid Chk#		CITIZENS FIRST CREDIT UNION	6/12/2019	\$211.50	2019 - PAYROLL 12 - EMPLOYEE H
Paid Chk#	063047	COMMUNITY FIRST CREDIT UNI	6/12/2019	\$265.00	2019 - PAYROLL 12 - EMPLOYEE H
Paid Chk#	063048	FARMERS & MERCHANTS BANK	6/12/2019	·	2019 - PAYROLL 12 - EMPLOYEE H
Paid Chk#	063049	FORTIFI BANK	6/12/2019		2019 - PAYROLL 12 - EMPLOYEE H
Paid Chk#		HORICON BANK	6/12/2019		2019 - PAYROLL 12 - EMPLOYEE H
Paid Chk#		NORTH SHORE BANK, FSB	6/12/2019	•	2019 - PAYROLL 12 - EMPLOYEE D
Paid Chk#		VERVE	6/12/2019		2019 - PAYROLL 12 - EMPLOYEE H
Paid Chk#		WISCTF	6/12/2019	• •	2019 - PAYROLL 12 - SUPPORT OB
Paid Chk#		ADVANCED DISPOSAL SERVICE			2019 CITY WIDE RUBBISH PICK UP
Paid Chk#		AHC - STAFF DEVELOPMENT	6/17/2019		15 HEARTSAVER AED ECARDS
Paid Chk#		AMAZON CAPITAL SERVICES, IN			GAS FLOW VALVE FOR CASCADE
Paid Chk#		APPAREL ART EMBROIDERY, LL			8 GILDAN SAFETY YELLOW SHIRTS
Paid Chk#		BAYCOM INC	6/17/2019	· ·	INSPECT AND MAINTENANCE ON RAD LIQUOR LICENSE DBA DRIFTWOOD
Paid Chk#		BERLIN JOURNAL NEWSPAPER		,	2019 - SHELTER HOUSE RENTAL RE
Paid Chk#		CLAUSEN, JOHN	6/17/2019		
Paid Chk#		COLE OIL & PROPANE COMPLETE OFFICE OF WI	6/17/2019 6/17/2019		6-1-2019 THROUGH 05-31-2020 CO TONER FOR BRIAN W&S
Paid Chk#		DEWHURST, DOUG	6/17/2019	· ·	24 PAIRS OF GLOVES FOR BFD
		ED'S TRACTOR REPAIR, LLC	6/17/2019	· ·	PARKS WIDE AREA MOWER
		EMERGENCY MEDICAL PRODUC		•	MEDICAL SUPPLIES FOR BEMS
		ER SERVICE MKTING CORP., IN			ONE YEAR SUBSCRIPTION
		FORMILLER, JOSEPH	6/17/2019		RETIREE MEDICAL REIMBURSEMENT
Paid Chk#		•	6/17/2019		2019 - ECYCLE 4685#TV/MONITORS
Paid Chk#		•	6/17/2019		2019 - JULY -MEDICAL REIMBURSE
Paid Chk#		,	6/17/2019		REMOVE CAULK & REPLACE AT BAC
Paid Chk#				• •	2012 FORD E450 SUPER AMBULANCE
		W.S. DARLEY & CO	6/17/2019	•	HELMET W/FACE SHIELD
		WI STATE FIRE CHIEFS ASSN	6/17/2019	•	2019-2020 MEMBERSHIP RENEWAL 1
		WIS DEPT OF TRANSPORTATIO		•	RIPON ROAD
		ZIERHUT, JESSICA	6/17/2019		2019 - SHELTER HOUSE RENTAL RE
		BAKER & TAYLOR	6/17/2019		11 UNITS FOR CUSTOMERS BPL
Paid Chk#			6/17/2019	•	21 BJN FOR BPL
Paid Chk#			6/17/2019		AIR CONDITIONING CLEAN AND CHE
Paid Chk#			6/17/2019	• 1	2019 - MAY SERVICE AT BPL
Paid Chk#			6/17/2019		2019 - MAY - LIBRARY CLEANING

*Check Summary Register©

ture controller ministrative and a second mi	Name	Check Date	Check Amt	TETENSON OF THE STATE OF THE ST
Paid Chk# 0630	081 OSHKOSH OFFICE SYSTEMS	6/17/2019	\$65.49	2019 - MAY - COPIES FOR LIBRAR
Paid Chk# 0630		6/17/2019	•	NAME TAGS FOR THE BERLIN LIBRA
Paid Chk# 0630			\$53.70	2019 - MAY - PLACEMENTS AT BPL
Paid Chk# 0630	084 WINNEFOX LIBRARY SERVICES	6/17/2019	\$114.57	2019 - MARCH - APRIL UNIQUE MA
Paid Chk# 0630	085 WINNEFOX COOPERATIVE TEC	6/17/2019	\$136.90	MATERIALS FOR MEMBERS
Paid Chk# 0630	086 WINNEFOX LIBRARY SYSTEM	6/17/2019	\$48.62	NEWSPAPER ARCHIVE SUBSCRIPTION
Paid Chk# 0630	087 BELLA BY DESIGN	6/17/2019	\$5.00	NAME TAG FOR ANDREW SCHROEDER
Paid Chk# 0630	088 BERLIN JOURNAL NEWSPAPER	6/17/2019	\$159.00	LETTER HEAD FOR BPD
Paid Chk# 063	089 ERNEST, MARY	6/17/2019	\$22.00	TRAFFIC CONTROL FOR 2019 MEMOR
Paid Chk# 063	090 GALLS	6/17/2019	\$423.79	NAME BAR AND NAME PLATE A. SCH
Paid Chk# 063	091 GARRO, PATRICIA	6/17/2019	\$22.00	TRAFFIC CONTROL SERVICE FOR 20
Paid Chk# 063	092 GRAPHIC SIGN & LETTER CO, IN	6/17/2019	\$233.02	LETTERING FOR NEW SQUAD SUV #5
Paid Chk# 063	093 HAVEY COMMUNICATIONS, INC	6/17/2019	\$9,455.90	PARTS/LABOR SET UP & INSTALL A
Paid Chk# 063	094 MEDTOX LABORATORIES, INC	6/17/2019	\$19.04	NEW EMPLOYEE DRUG SCREEN - A S
Paid Chk# 063	095 OREILLY FIRST CALL	6/17/2019	·	FOG CAPSULS
Paid Chk# 063				PSYCHOLOGICAL ASSESSMENT A. SC
Paid Chk# 063	097 PERSONNEL EVALUATION INC	6/17/2019	•	JV PEP BILLING AND RESULT SEAR
Paid Chk# 063	98 REGISTRATION FEE TRUST	6/17/2019		CERTIFIED DRIVING RECORDS
Paid Chk# 063				2017 FORD EXPLORER REPAIRS
Paid Chk# 063	•	6/17/2019	•	TRAFFIC CONTROL SERVICE FOR 20
Paid Chk# 063		6/17/2019	\$185.70	
Paid Chk# 063		6/17/2019	•	LEGAL BLOOD DRAWS PATIENT IDS
Paid Chk# 063	· · ·	6/17/2019	•	TRAFFIC CONTROL FOR 2019 MEMOR
	104 WORK & WELLNESS-RIPON ME	6/17/2019		PRE EMPLOYMENTLAB WORK A. SCHO
Paid Chk# 063		6/19/2019		CPR Cards for Berlin EMS
	106 ASSOCIATED BANK GREEN BAY		•	GENERAL OBLIGATION STREET - AG
Paid Chk# 063		6/19/2019	•	CAP SCREW FOR BERLIN PUBLIC WO
Paid Chk# 063			,	AD FOR BERLIN JOINT REVIEW BOA
Paid Chk# 063		6/19/2019	• •	2019 - MAY - WATER & SEWER SER
Paid Chk# 063	•	6/19/2019		REFUND FOR JACE PARKER RECREAT
Paid Chk# 063	·	6/19/2019	· .	2019 - JULY - RADAR SERVICE
	112 EAGLE ENGRAVING, INC	6/19/2019		BERLIN FIRE DEPARTMENT EENGRAV 2019 - MAY - FIRE INSPECTIONS
	113 FIRE INSPECTION SERVICES IN 114 ITU ABSORBTECH, INC.	6/19/2019 6/19/2019		2019 - MAY - UNIFORM FEES
Paid Chk# 063 Paid Chk# 063		6/19/2019		2003 PIERCE DASH PUMP AND VACU
	116 VALLEY AQUATIC SOLUTIONS, L		• •	CHEMICALS FOR BAC
	117 VIKING ELECTRIC SUPPLY	6/19/2019		LIGHTBULBS FOR DPW
	118 WEBSTERS MARKETPLACE	6/19/2019		SUPPLIES FOR KIDS IN THE KITCH
	119 AL SCHMUDE ELECTRIC LLC	6/25/2019	7	REPAIR TO SIREN AT CLAY LAMBER
	120 APPAREL ART EMBROIDERY, LL		•	BERLIN AQAUTIC CENTER TEE SHI
Paid Chk# 063		6/25/2019	• • • • • •	REIMBURSEMENT FOR 1/2 THE COST
Paid Chk# 063	•	6/25/2019		REFUND FOR RIVERSIDE PARK SHEL
Paid Chk# 063		6/25/2019	,	ICE CREAM CONCESSIONS AT BAC
Paid Chk# 063		6/25/2019	•	2019 - MAY - PHONE CHARGES
Paid Chk# 063		6/25/2019		2019 - JULY - REIMBURSE RETIRE
Paid Chk# 063		6/25/2019	•	REFUND FOR RIVERSIDE PARK SHEL
	127 HAVEY COMMUNICATIONS, INC	6/25/2019		AMBULANCE SET UP CHARGES
Paid Chk# 063		6/25/2019		WIRING OF A/C UNIT AT CITY HAL
Paid Chk# 063		6/25/2019		SALE OF 4 CEMETERY SPACES TO C
Paid Chk# 063	'	6/25/2019	· ·	2019 - JUNE - REIMBURSEMENT O
Paid Chk# 063		6/25/2019	\$200.00	2019 - MAY - 2 PORTA-POTTIES F
Paid Chk# 063		6/25/2019	•	2019 - JUNE - EMPLOYER PAID LI
Paid Chk# 063		6/25/2019	•	REFUND FOR RIVERSIDE PARK SHEL
Paid Chk# 063		6/25/2019	· ·	PFC MATTERS
Paid Chk# 063		6/25/2019		GROCERIES AND KITCHEN SUPPLIES
Paid Chk# 063		6/25/2019	\$100.00	REFUND FOR RIVERSIDE PARK SHEL
Paid Chk# 063		6/26/2019	\$260.00	2019 - PAYROLL 13 - EMPLOYEE H
Paid Chk# 063		6/26/2019		2019 - PAYROLL 13 - EMPLOYEE H

*Check Summary Register©

JUNE 30 2019

	Name	Check Date	Check Amt	
Paid Chk# 063139	COMMUNITY FIRST CREDIT UNI	6/26/2019	\$265.00	2019 - PAYROLL 13 - EMPLOYEE H
Paid Chk# 063140	FARMERS & MERCHANTS BANK	6/26/2019	\$596.07	2019 - PAYROLL 13 - EMPLOYEE H
Paid Chk# 063141	FORTIFI BANK	6/26/2019	\$575.00	2019 - PAYROLL 13 - EMPLOYEE H
Paid Chk# 063142	HORICON BANK	6/26/2019	\$100.00	2019 - PAYROLL 13 - EMPLOYEE H
Paid Chk# 063143	NORTH SHORE BANK, FSB	6/26/2019	\$75.00	2019 - PAYROLL 13 - EMPLOYEE H
Paid Chk# 063144	VERVE	6/26/2019	\$25.00	2019 - PAYROLL 13 - EMPLOYEE H
Paid Chk# 063145	WI COUNCIL 32 PER CAP TAX T	6/26/2019	\$458.10	2019 - JUNE - UNION DUES
Paid Chk# 063146	WISCTF	6/26/2019	\$1,104.00	2019 - PAYROLL 13 - SUPPORT OB
Paid Chk# 063147	AMAZON CAPITAL SERVICES, IN	6/27/2019	\$102.51	MAGNETIC MIC HOLDER FOR EMS
Paid Chk# 063148	BALLWEG IMPLEMENT CO	6/27/2019	\$20.90	PUSH/PULL CABLE FOR DPW
Paid Chk# 063149	BERLIN JOURNAL NEWSPAPER	6/27/2019	\$536.38	ORINANCE 06-19 PUBLICATION
Paid Chk# 063150	EMERGENCY MEDICAL PRODUC	6/27/2019	\$3,090.52	IMS NALOXONE HCL FOR EMS
Paid Chk# 063151	KUNKEL ENGINEERING GROUP	6/27/2019	\$261.25	CAPRON & RIVER DR. DPW PROJECT
Paid Chk# 063152	MIRACLE RECREATION EQUIPM	6/27/2019	\$252.60	PARTS FOR DPW
Paid Chk# 063153	OTIS ELEVATOR COMPANY	6/27/2019	\$550.00	WORK ON CITY HALL ELEVATOR
Paid Chk# 063154	VALLEY AQUATIC SOLUTIONS, L	6/27/2019	\$293.10	CHEMICALS FOR BAC
Paid Chk# 063155	WIS STATE FIREFIGHTERS ASS	6/27/2019	\$475.00	2019-2020 MEMBERSHIP RENEWAL 1
	٦	Total Checks	187,802.99	

Shuelly

*Check Summary Register©

	Name	Check Date	Check Amt	
44404 UTUUTVOA	DI END			
11161 UTILITY CA	US POST OFFICE - POSTMASTE	6/6/2010	\$5/3 N6	JUNE 2019 MONTHLY BILLING
Paid Chk# 014720	BADGER LABORATORIES INC	6/7/2019	• • • • • • • • • • • • • • • • • • • •	TOTAL COLIFORM BACTERIA
	BERLIN CITY TREASURER	6/7/2019	,	MAY 2019 UTILITY GAS & DIESEL
	CINTAS CORPORATION	6/7/2019	•	MAY 2019 MAT CLEANING
	CLEARBROOK, LLC	6/7/2019		POLYCLEAR REMAINING BALANCE
Paid Chk# 014725	CUMMINS SALES AND SERVICE		, ,	230.0DSHAD GENERATOR SET
Paid Chk# 014726	GRAINGER	6/7/2019		FLASH TUBE FOR MFG MODEL 42020
Paid Chk# 014727	KUNKEL ENGINEERING GROUP	6/7/2019	•	CAPRON ST & RIVER DR IMPROVEME
Paid Chk# 014727	LINCOLN CONTR SUPPLY INC	6/7/2019	· ·	HI-E DRY DEHUMIDIFIERMAX
Paid Chk# 014729	PACKER CITY INT'L TRUCKS, IN			OEM SWITCH
Paid Chk# 014729	RITEWAY BUSINESS FORMS	6/7/2019		LASER UTILITY BILL STOCK
Paid Chk# 014730	UNITED STATES POSTAL SERVI			POST OFFICE BOX SERVICE FEE
	WALTCO INC	6/7/2019	•	PICK UP SAMPLES FOR BADGER LAB
	WIDNR	6/7/2019		2019 WATER USE FEES
	WI DNR - ENVIRONMENTAL FEE			2019 ENVIRONMENTAL FEE
Paid Chk# 014734	ADVANCED DISPOSAL SERVICE		. ,	MAY 2019 TRASH/RECYCLING
	CLIFF'S TIRE AND BATTERY INC		•	TRACTOR TIRE REPAIR
Paid Chk# 014736	CRANE ENGINEERING SALES IN		•	6" MILLIKEN PLUG VLV W/GREASE
				60 LAMPS - LED DIRCT DRIVE TYP
Paid Chk# 014738	JON LUNDT ELECTRIC, INC	6/14/2019		SERVICE CALL LABOR FSVC
Paid Chk# 014739	L.W. ALLEN LLC	6/14/2019	•	CDL LICENSE JOE MARKOWSKI
Paid Chk# 014740	MARKOWSKI, JOSEPH MARTELLE WATER TREATMENT	6/14/2019	•	LIQUID ALUINUM SULFATE
Paid Chk# 014741				5800 REFRIGERATED SAMPLE, 5.5
Paid Chk# 014742	MULCAHY/SHAW WATER INC	6/14/2019		•
Paid Chk# 014743	NORTH CENTRAL LABORATORI			ACID ZIRCONY SPADNS REAGENT, P
Paid Chk# 014744	WI STATE LABORATORY OF HY		·	FLUORIDE
Paid Chk# 014748	BADGER LABORATORIES INC	6/21/2019	•	BOD, SUSPENDED SOLIDS, TOTAL P
Paid Chk# 014749	BERLIN JOURNAL NEWSPAPER		:	UPS TO STATE LAB
Paid Chk# 014750	CenturyLink	6/21/2019		JUN 09 - JULY 08 BILLING
Paid Chk# 014751	CYPRESS FARMS LLC	6/21/2019		UTILITY LANDSPREADING
Paid Chk# 014752	LANDMARK SERVICES COOPER		•	TANK 34 FILLED TO 80% FIELDMAS
Paid Chk# 014753	ANDREW SEAMAN	6/28/2019	•	CDL REIMBURSEMENT
Paid Chk# 014754	BADGER LABORATORIES INC	6/28/2019	•	TOTAL COLIFORM BACTERIA
Paid Chk# 014755	BELLA BY DESIGN	6/28/2019	•	NAME PLATE FOR LINDA LIEN
Paid Chk# 014756		6/28/2019	•	JUNE PAYROLL
Paid Chk# 014757	BERLIN JOURNAL NEWSPAPER		•	4" Ad BB CCR
Paid Chk# 014758	CINTAS CORPORATION	6/28/2019	•	JUNE 2019 MAT CLEANING
	CRANE ENGINEERING SALES IN			MEMBRANE DIC DIFFUSER, PVC SUB
Paid Chk# 014760	JOHN KRINGS & SONS WELDIN	6/28/2019		STAINLESS STEEL PUMP COVER DRI
Paid Chk# 014761	MARTELLE WATER TREATMENT			CHLORINE CYLINDER, HYDROFLUOSI
Paid Chk# 014762	NORTH CENTRAL LABORATORI			H-14160-66, HACH #14160 BOD NU
Paid Chk# 014763	U S CELLULAR	6/28/2019	•	JUNE 2019 SERVICE
Paid Chk# 014764	UNITED STATES POSTAL SERVI			STAMPS
	•	Total Checks	\$118,147.81	

		CITY OF BE	ERLIN	
		PAYROLL FOR J	UNE - 2019	
	·	NET PAYE	ROLL	
PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY
6/14/2019	12	General City	59,721.76	
6/14/2019	12.01	General City	7,196.86	
6/14/2019	12	Utility		10,847.80
6/28/2019	13	General City	68,737.12	
6/28/2019	13	Utility		11,828.86
		TOTAL MONTHLY PAYROLL	\$135,655.74	\$22,676.66

DATE: 7/11/2019

TO: Mayor and City Council Members

FROM: Scott Zabel

RE: Oakwood Cemetery Chapel exterior tuck pointing and joint caulking repairs.

BACKGROUND: The chapel at the Oakwood Cemetery is experiencing water leakage into the interior ceiling and walls. To eliminate this problem repairs to the exterior need to be made by means of tuck pointing the brick masonry and caulking the limestone joints. Three contractors have looked at the chapel of those three two of them have given estimates for the repairs. The cost should not exceed \$40,000. The project will be advertised for formal bids in the near future if approved by the City Council. The Cemetery Board is requesting the City Council to allow them to use cemetery funds to make the repairs needed. City staff also made a recommendation to the Cemetery Board to start with the repairs to the exterior first, then follow up with the interior repairs once we are certain the leakage issues are resolved. The interior work could be done in 2020 with the approval of the City Council.

RECCOMMENDATION: Approve the Cemetery Boards request to use cemetery funds to make the necessary repairs to the Oakwood Cemetery Chapel.

DATE: July 11, 2019

TO: Mayor and Common Council

FROM: Lindsey Kemnitz

RE: 130 W. Berlin Street Raze or Repair Order

Background: I spoke with Petraszak Excavating on Wednesday after the meeting and they are planning on razing the home on Monday July $15^{\rm th}$.



DATE: July 11, 2019

TO: Mayor and Common Council

FROM: Lindsey Kemnitz

RE: 151 N. Wisconsin Street Raze or Repair Order

Background: I emailed Roger Wednesday morning as I still did not get a response to my questions about the siding and also addressed the proper exits. I have yet to hear back from them. Each exit needs to have a step less than 8 inches and currently 6 out of the 7 exits are to code. I reached out to Farmers and Merchants bank for an update as well. Hopefully I will be able to provide a more detailed update on Tuesday evening.

RESOLUTION #19-10

A RESOLUTION AUTHORIZING BORROWING FOR REFINANCING WISCONSIN RETIREMENT FUND UNFUNDED PENSION LIABILITY OBLIGATION

NOW, THEREFORE, BE IT RESOLVED, that the City Administrator/Clerk/Treasurer is authorized for and on behalf of the City of Berlin to do the following:

- 1. Arrange for the borrowing and to borrow from time to time money from Farmer's & Merchants Bank ("Lender"), and to give instructions to Lender regarding the same;
- 2. Execute and deliver to Lender, from time to time, notes or loan agreements evidencing such debts in such amounts, with such maturities, at such rates of interest and upon such terms and conditions as the City Administrator deems proper, subject to the following conditions:
 - a. The maximum amount that may be borrowed during the year 2019 shall be \$288,269
 - b. The maximum rate of interest shall be 2.85%.
 - c. The term of repayment shall be three (3) years
 - d. The borrowing must be utilized for refinancing of the existing Farmers & Merchants bank note relating to the Wisconsin Retirement System unfunded pension liability obligation for the City of Berlin.
 - e. The debt shall be unsecured.
- 3. To do all things necessary or appropriate to the authority granted by this Resolution.

Passed, approved and adopted this 16th day of July, 2019.

ROLL CALL VOTE:	CITY OF BERLIN
AYES	BY: Richard Schramer, Mayor
NAYS	Monard Comamon, Wayon
ABSENT	
APPROVED AS TO FORM:	ATTEST: Jodie Olson Administrator, Clerk/Treasurer
Matthew G. Chier City Attorney	

DATE: July 10, 2019

TO: Common Council

FROM: Sara Nighbor

RE: Approval of AARP Community Challenge Grant Contract

Background: Attached is the AARP Memorandum of Understanding for signing. In May of 2019, the Parks and Recreation Department began the 2019 Bench Art Competition. Six benches were created with local community assistance by Drexel, the Boy Scouts, and the freshman Berlin High School Woods class. Local artists were encouraged to apply with a design; six artists were assigned benches. When all benches are completed, there will be a fan favorite voting competition online with the winner receiving a prize at the end of the Parks season (October 15th). The completed benches will be placed in lesser known parks/areas of Berlin to encourage use of those parks. Sara applied for an AARP Community Challenge Grant to cover the funds for the bench materials, advertising costs, and the winner's prize. The Grant is for \$500.00. Current expenses equal \$365.94 with the cost of the plaques and a few small advertising items remaining to be calculated and added in the future. Any leftover funds will be returned to the AARP. There is no match requirement. The Memorandum of Understanding needs to be signed in order to receive the grant funding from the AARP.

Recommendation: Approve the Memorandum of Understanding Grant Agreement between the City of Berlin Parks & Recreation Department and the AARP for park bench enhancements and authorize the appropriate signatures.

MEMORANDUM OF UNDERSTANDING

Grant Agreement

This MEMORANDUM OF UNDERSTANDING ("Agreement") serves as an agreement between AARP, a social welfare organization located at 601 E Street, NW, Washington, DC 20049 and City of Berlin Parks and Recreation Department, a municipality, located at Berlin Senior Citizen Center, 142 Water St, Berlin, WI 54923 ("Organization"). Whereas, AARP wishes to grant Organization funding for the purposes set forth herein, and Organization wishes to perform the grant activities described herein. Therefore, the parties agree as follows:

AARP Grant Terms and Conditions. AARP shall provide Organization with grant funding of \$500.00 ("Grant Funds") so that Organization may implement additional park enhancements by adding more benches into the parks to encourage more use, and to further the connection between the public and the city by offering chances to showchase artist talent for those of all ages. ("Goal"). Organization will perform the activities described herein between July 15, 2019 and November 4, 2019 ("Grant Period"). Payment shall be provided according the schedule herein, and subject to the following terms and conditions:

- a. Grant Fee Schedule. AARP shall disburse Grant Funds to Organization, according to the schedule below.
 - i. AARP will provide a one-time payment of \$500.00
- b. Scope of Grant and Anticipated Activities to be Funded. Organization shall use the Grant Funds to undertake the following activities and achieve the following deliverables (collectively "Grant Activities"):
 - i. Organization will partner with local Boy Scouts Group and High School Woods class to assemble and install six (6) wooden benches.
 - ii. Organization shall procure and keep in full force and effect, at its sole cost and expense, from governmental authorities having jurisdiction over the Grant activities' location (s), any and all licenses, permits, bonds or other authorizations necessary to conduct the Grant activities contemplated under this Agreement. Organization will notify AARP immediately if Organization fails to obtain the required permits and licenses prior to commencement of the Grant activities. A copy of any required permits or licenses shall be provided to AARP upon request.
 - iii. Organization will offer a competition to local artists and groups to paint the six (6) wooden benches (within guidelines). Searching for groups will include:
 - 1. posting on Facebook page at least twice a week
 - 2. running information about the competition in our weekly press release in the local newspaper
 - 3. posting flyers on at least ten (10) local bulletin boards
 - 4. running the information at least two (2) times a week on the local radio station WISS
 - 5. as a member of the local Chamber of Commerce, ask the Chamber to promote the information on their website and Facebook page

- 6. promote the information on the city website
- iv. Once the benches are painted, Organization will deliver them to a local park that is not well-utilized by local residents at the following addresses:
 - Mound Street Park 301 Mound Street, Berlin WI
 - Forsyth park 401 Broadway Ave, Berlin WI
 - Longcroft Park 253 Webster St, Berlin WI
 - Volunteers Park 112 W Huron St, Berlin WI
 - Riverside Campgrounds 161 W Waushara St, Berlin WI
 - Berlin Locks 601 Morris St, Berlin WI
- v. Organization will promote the location of the benches in the local newspaper, online on the city website, and on flyers at the park bulletin boards.
- vi. Organization will include AARP provided and approved branding and language that indicates AARP's support for the Challenge project as applicable:
 - 1. Events and Temporary Demonstrations: Signs, banners, or similar signage associated with the activity will indicate that the event or activity was funded with support from AARP
 - 2. Permanent Structures: Structures (benches, wayfinding signs, community gardens, tables, seating, shelters, art installations, murals, or similar structures) will include a permanent plaque or other sign that indicates support from AARP
 - 3. Printed, Digital Resources or similar communications: Materials will include the AARP logo and mention of support from AARP
- vii. Project(s) will be complete by November 4, 2019.
- c. Reporting Requirements. Grantee shall submit a financial and programmatic report to AARP within thirty (30) days of the expiration of the grant period, detailing all progress or achievement of the activities described herein. The report shall include an itemized listing of any and all expenditures and draw-downs of the Grant Funds made during the Grant Period. Organization will submit After Action Report with visuals (photos and/or video) to AARP national office by December 6, 2019.
- d. Documentation and Right to Audit. Organization shall retain invoices, receipts, accounting records and other supporting documentation for at least five (5) years following the expiration of the Grant Period. Organization shall maintain books and records consistent with generally accepted accounting principles and good business practices. AARP retains the right to audit Organization's books and records upon reasonable notice, for the limited purpose of confirming that funds are expended and drawn down solely to conduct Grant Activities and in accordance with the terms of this Agreement.
- 2. Permissible Use of Funds, Repayments, and Refunds. Organization shall use the Grant Funds exclusively for the performance of Grant Activities. AARP retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in AARP's sole reasonable discretion, from Organization upon written demand. If Organization anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from AARP before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if Organization fails to comply with any term of this Agreement,

Organization agrees to return any unexpended portion of the Grant Funds in Organization's possession upon written demand from AARP.

- 3. **Term and Termination.** The effective date of this agreement shall be the date of execution, and the Agreement shall automatically terminate on December 6, 2019. The Agreement may be terminated by AARP at any time and for any reason upon written notification to Organization. Upon such termination, Organization shall not be required to return any portion of the paid Grant Funds to AARP, and AARP shall have no further obligation to provide Organization with any unpaid portion of the Grant Funds.
- 4. **No Implied Agency.** Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.
- 5. **No commercial or political activity.** Both parties recognize that AARP is a non-profit, non-partisan tax-exempt organization and agree that the Grant Funds will not be used to support or oppose political candidates or initiatives. Notwithstanding any specific deliverable herein, Grant Funds shall not be used to promote any commercial product or for-profit corporation.
- 6. Indemnification. Each Party (an "Indemnifying Party") shall indemnify, hold harmless, and defend the other Party, its affiliates, and their respective partners, officers, directors, employees, contractors, agents and representatives (each of whom is an "Indemnified Party") against all liability, costs, actions, suits, judgments, damages, and expenses (including reasonable attorneys' fees and court costs) arising out of or resulting from (a) the negligent, reckless or willful acts or omissions of Indemnifying Party, its officers, directors, employees, members, independent contractors, or agents, (b) Indemnifying Party's breach of this MOU, including failure to provide the services and work as set forth in this MOU; and (c) any claim that the services or work product of the Indemnifying Party provided under this MOU infringe or violate the intellectual property or other rights of third parties, except to the extent caused by the Indemnified Party. The Parties acknowledge and agree that the indemnity specified herein will include, without limitation, indemnification for settlements or compromises of matters covered by this indemnity. The Indemnifying Party shall not settle any such suit or claim without the Indemnified Party's prior written consent if such settlement would be adverse to the Indemnified Party's interest. The Indemnified Party may, at its option, conduct the defense in any third party action arising as described above and the Indemnifying Party agrees fully to cooperate with such defense. The obligations and rights granted in this Section 6 shall survive the expiration and termination of the Agreement.
- 7. Insurance. Both parties agree to carry and maintain comprehensive general liability and professional liability in an amount not less than one million dollars (\$1,000,000) and workers' compensation insurance in an amount as required by applicable law covering all personnel engaged in the furnishing of services under this Agreement for the duration of the Grant Period.

- 8. Acknowledgment and Trademark Licenses. Organization shall acknowledge AARP in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. To that end, AARP grants Organization a royalty-free non-exclusive, revocable license to use its name and corporate logo solely for that purpose upon the advance written approval of AARP in each instance. In addition, Organization grants AARP a non-exclusive, royalty-free, world-wide, license to use Organization's corporate trademark, including its name and/or logo for the limited purpose of communications regarding the grant between AARP and Organization to AARP members, the 50+ and the general public in promotion of AARP in all media and mediums, including without limitations, broadcast, print, online and AARP membership materials until the expiration or termination of this Agreement. All trademark licenses granted under this section are non-transferrable and shall automatically terminate at the expiration or termination of this Agreement.
- 9. **Publicity**. Notwithstanding any specific deliverable herein, neither party may issue a press release, hold a press conference, or otherwise refer to the other party in any manner with respect to this Agreement without the prior written consent of such other party.
- 10. Warranties. Each Party hereby represents and warrants that: (a) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (b) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its origin; (c) it has not entered into, and during the Term will not enter into, any agreement that would prevent it from complying with this Agreement; (d) it will comply with all applicable laws and regulations in its performance of this Agreement; and (e) the content, media and other materials used or provided as part of the Agreement shall comply with all applicable laws and regulations and shall not infringe or otherwise violate the intellectual property rights, rights of publicity or other proprietary rights of any third party. If necessary, Organization shall enter into written agreements and obtain written releases from third parties, in order to ensure that any work product can be used by AARP as contemplated herein.
- 11. Confidentiality and Privacy. Both parties agree to take commercially reasonable measures to protect information obtained from the other, provided information is marked "confidential" or is of such a nature that the recipient party has reason to believe it is confidential. Organization shall not rent, sell, lease, distribute, or otherwise knowingly make available to any third party any information obtained from AARP about AARP, AARP members, or any AARP activity, unless (i) prior written authorization has been obtained; or (ii) Organization is required to release information by valid subpoena or court order. This section shall survive the expiration or termination of this Agreement.
- 12. Additional Terms. Organization shall not assign or otherwise transfer the Agreement, including by change of control, to any party without the prior written consent of AARP. This Agreement represents the entire agreement between Parties and replaces any prior agreement or proposed variation. Should there be any conflict between any forms or documents exchanged by the Parties, the terms and conditions of this Agreement shall govern. This Agreement shall be amended only by mutual written agreement executed by all Parties or their respective designees. The Parties agree that this Agreement will be governed by the Laws of the District of Columbia without regard to District of Columbia conflict of laws statutes/rules. If any portion of this Agreement shall be

declared illegal, void or otherwise unenforceable, the remaining provisions will not be affected, but will remain in full force and effect.

13. **Notice.** For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both AARP and the Organization:

AARP
Jean Setzfand
SVP, Programs
601 E Street, NW, WDC 20049

City of Berlin Parks and Recreation Department
Sara Nighbor
Interim Programming Coordinator
City of Berlin Parks and Recreation Department
Berlin Senior Citizen Center, 142 Water St
Berlin, WI 54923
snighbor@cityofberlin.net

ACCEPTED AND AGREED TO BY:

AARP	Department
Ву:	Ву:
Printed Name: Jean Setzfand	Printed Name:
Title: Senior Vice President, Programs	Title:
Date:	Date:

DATE: July 9, 2019

TO: Mayor and Common Council

FROM: Jodie Olson

RE: Property and Liability Insurance Renewal

<u>BACKGROUND:</u> The City currently carries \$6 million in P&L coverage through EMC Insurance with the Diedrich Agency here in Berlin. Our annual property and liability insurance renewal is due 7/23/19. The 7/23/18-7/23/19 premium paid to EMC was \$205,975 with a 17% workman's comp dividend. Approximately 20% of the annual P&L insurance bill is passed onto the Water and Sewer Utility.

Our Workman's Compensation modification factor increased from a 1.05 to a 1.12 from last year, which creates an automatic increase of \$2,644 in our WC premium no matter who we are with.

We received three quotes for this year's renewal for 7/23/19-7/23/20:

- *EMC* quoted a renewal for \$211,165 with a 20% flat Workman's Comp dividend. This includes all lines of coverage. Auto deductible is \$500 and Property deductible is \$1,000.
- Travelers Insurance quoted \$214,566 with a 20% Workman's Comp dividend for the same coverage. Auto deductible is \$1,000 and Property deductible is \$2,500.
- Brit quoted \$104,908 for all lines except Workman's Comp. Brit will not quote
 workman's comp so we would need to go elsewhere for that. EMC and Travelers will not
 quote workman's comp without getting the other lines of coverage. If I add WC on from
 another carrier, (assuming I can get a quote), going with Brit would be \$211,293, and it is
 not known if there would be a dividend with it. Auto and Property deductibles are both
 \$1,000.

My recommendation is to renew with EMC through our local agent. We have been with EMC since 2006, and I have been very pleased with EMC's handling of our claims and am extremely satisfied with the service received from our local Diedrich Agency.

<u>RECOMMENDATION:</u> Recommend to Common Council to accept and approve the renewal quote of \$211,165 from EMC Insurance for Property and Liability Insurance for policy year 7/23/19–7/23/20.

TO: Common Council

From: Susan Thom and Midge Seaman

Re: Original Alcohol Beverage Retail License Application from Boeck Rentals LLC

<u>BACKGROUND:</u> Boeck Rentals LLC is requesting a Class "B" Beer and "Class B" Liquor for license year 2019-2020 at "Driftwood". Location address listed as 209 Broadway Street, Frank Boeck, Agent.

Required approvals met by Attorney Chier and Chief Plantz. This is contingent upon the Driftwood passing Health and Fire inspections.

Original Alcohol Be	verage Reta	iil License A	application	Applicant's Wisconsin Seller's Per	mit Number	
Submit to municipal clerk.)			Control I	456-0000 3712 FEIN Number		
For the license period beginning	ng: Obloil	9 ending: 🖒	6 2020	45-523933	0	
	(mm dd yyyy)		(mm dd yyyy)	TYPE OF LICENSE REQUESTED	FEE	
To the Governing Body of the:	Town of	Raal's		☐ Class A beer	\$	
To the Governing Body of the:	☐ Village of }_	Dealy		Class B beer	\$ 100	
	City of			Class C wine	\$	
County of GREEN	LAKE	Aldormani	ic Dist. No	Class A liquor	\$	
County of 6 12 ele 12	2721	(if required	d by ordinance)	Class A liquor (cider only)	\$ N/A	
		(ii roquiio	a by oranianos,	Class B liquor	\$ 300	
20 K 20 22 K 10 (20 (2)	Value of the second control of the second co			Reserve Class B liquor	\$	
Check one: 🔲 Individual	Limited Liabili			Class B (wine only) winery	\$ 5	00
☐ Partnership	☐ Corporation/N	Ionprofit Organiza	tion	Publication fee TOTAL FEE	\$ 58.	00
				TOTAL FEE	Ф	
Name (individual / partners give last r	name first middle: coru	orations / limited liabilit	v companies give registers	ed name)		
Boeck Re			y companies give registere	a namo,		
BOECIE KE	DIMIS	h, h, c				
An "Auxiliary Questionnaire	" Form AT 102 i	nuct ha complete	d and attached to the	nie application by each indi	vidual anni	licant
by each member of a partne						
each member/manager and	agent of a limited	l liability compan	y. List the full name	and place of residence of ea	ch person.	
President / Member Last Name	(First)	(Middle Name)		City or Post Office, & Zip Code)		
Buck	FRANC	14	^		12 6	1972
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street (hyAN RO Beelin City or Post Office, & Zip Code)	1 M1 7	7 14)
0	the state of the s	Λ.	10 11 Address (direct,	O D D D D	13 011	200
Boeck	Toy (First)	A.M.	Wallo Puch	City or Post Office, & Zip Code)	Wi 549	177
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, t	Sity of Post Office, & Zip Code)		
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, 0	City or Post Office, & Zip Code)		
Agent Last Name	(First)	(Middle Name)	Home Address (Street, 0	City or Post Office, & Zip Code)		
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, 0	City or Post Office, & Zip Code)		
1. Trade Name	Chunn		Rusiness Pho	ne Number 920 - 361 - 2	m2	
2. Address of Premises 20		Gr.		Zip Code 54923	wa	
2. Address of Premises 20	M DEDADISMY	51.	Post Office &	Zip Code 374 23		
	I rooms including	living quarters, if u	ised, for the sales, se	e to be sold and stored. The ervice, consumption, and/or tored only on the premises		
	MAIDBAL	2 BATHR	coms / Ki	toler Neer		
BASEMENT ANDA				com wask	-	
in cuoler			= 1		-	
7 P C000 E					-	
					-	
					-	
					_	
					<u>.</u> v	
4. Legal description (omit if	street address is g	iven above):			•	
5. (a) Was this premises lice	ensed for the sale	of liquor or beer du	uring the past license	year?	. Yes	No
(b) If yes, under what nan	ne was license iss	ued?		emocratica (1980)		

6.	bev	zerade server training o	agent of corporation/limited licourse for this license period	l? If yes	, explain		responsible	∭ Yes	□ No
7.		he applicant an emplo es, explain.	ye or agent of, or acting on b	ehalf of	anyone except the r	named applicar	nt?	☐ Yes	No No
8.	Do bus	es any other alcohol b siness? If yes, explai	everage retail licensee or w	holesale	permittee have any	/ interest in or	control of this	☐ Yes	ДЫО
9.		of registration.	ability company applicants	only: li	nsert state <u>Wī</u>				
	(b)	Is applicant corporati company? If yes, ex	on/limited liability company plain	a subsid	liary of any other co	orporation or li	mited liability	☐ Yes	⊠′ No
	(c)	Does the corporation member/manager or If yes, explain.	, or any officer, director, stoc agent hold any interest in ar	ckholder ny other	or agent or limited l alcohol beverage lic	iability compar cense or permi	ny, or any t in Wisconsin?	☐ Yes	Zho
*	gov gov	vernment, Alcohol and siness? [phone 1-877-	stand they must register as a Tobacco Tax and Trade Bure 882-3277]	eau (TTB	b) by filing (TTB form	5630.5d) befo	re beginning	¦K Yes	□ No
11.	Do	es the applicant under	stand they must hold a Wisc	onsin Se	ller's Permit? [phon	e (608) 266-27	76]	X Yes	□ No
12.	Do bre	es the applicant undersweries and brewpubs?	stand that they must purchas	se alcoho	ol beverages only fro	om Wisconsin v	vholesalers,	Yes	□ No
the I than assi Com	pest \$1,(gned pani	of the knowledge of the signon. Signer agrees to oper to another. (Individual app	NING: Under penalty provided by gner. Any person who knowingly pate this business according to law plicants, or one member of a partnaccess to any portion of a license rocation of this license.	orovides m v and that ership app	aterially false information the rights and responsi blicant must sign; one co	on on this applica bilities conferred orporate officer, or	tion may be require by the license(s), if ne member/manage	ed to forfelt f granted, v er of Limite	not more vill not be d Liability
Cont	act Pe	erson's Name (Last, First, M.I.)	Title/Member Owner/Managen 5-29 Phone Number Email Address From & Fronks Home			7-19			
Sign	Boeck Frank H. Ow Frank Bolch 92			Phone Number 920 203	0350	Email Address Franks Home	e town m	eats S-mailage	
TOF	BE C	OMPLETED BY CLERK							
Date	recei	ved and filed with municipal clerk $Q(2019)$	Date reported to council / board		sional license issued	Signature of Clerk /	Deputy Clerk		
Date	ircen	se granted	Date license issued	License nu	mber issued				

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

[L.P.: L. W. FW. L	(first name)		(middle neme)					
Individual's Full Name (please print) (last name)			(middle name)					
Boeck	FRANK		14					
Home Address (street/route) Post Office	City		State Zip Code					
Wairo Puchyan Ro Bestio, Berlio	Berlin	5	VI 54923					
Home Phone Number	Age Date of Birth	1	Place of Birth					
920-203-0350	55 1012	3/63	Berlia.					
The above named individual provides the following information as a person who is (check one):								
Applying for an alcohol beverage license as an individual.								
A member of a partnership which is making application for		ie license.						
Member of		ontals L	10					
(Officer / Director / Member / Manager / Agent)								
which is making application for an alcohol beverage license.								
Willow to making application for an algorith beverage needs								
The above named individual provides the following information	to the licensing auth	ority:						
1. How long have you continuously resided in Wisconsin prior	to this date?	51						
2. Have you ever been convicted of any offenses (other than t	raffic unrelated to ald	cohol beverages) for						
violation of any federal laws, any Wisconsin laws, any laws	of any other states of	or ordinances of any o		1				
	or municipality?							
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and								
status of charges pending. (If more room is needed, continue of	on reverse side of this f	orm.)						
3. Are charges for any offenses presently pending against you	and the same of th							
for violation of any federal laws, any Wisconsin laws, any la			·	No				
municipality?			res	MAO				
Do you hold, are you making application for or are you and	officer director or age	ent of a corporation/no	onnrofit					
organization or member/manager/agent of a limited liability								
beverage license or permit?	company nothing of	applying for any one	Yes	No.				
If yes, identify. member & C	Dage FB		N. C. C. C.	A				
(Na	ame, Location and Type of Lic	ense/Permit)						
5. Do you hold and/or are you an officer, director, stockholder,	agent or employe of	any person or corpor	ration or					
member/manager/agent of a limited liability company holding		5.50 %						
brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin?								
If yes, identify. MANASTO Member &								
(Name of Wholesale Licensee or Permittee) (Address By City and County)								
6. Named individual must list in chronological order last two el	mployers.							
Employer's Name Employer's Address		Employed From	То					
Tim Hogan (Hogan tops Church	St Bellis!	W1 2006	2011					
Employer's Name Employer's Address		Employed From	То					
Bernoon ments Bernoon	Wi.	9009	2004					

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the undersigned states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. The signer agrees that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Frank Bolch

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

Town	
To the governing body of: Village of Seelin	County of Green LAKE
	Registered Name of Corporation / Organization or Limited Liability Company)
a corporation/organization or limited liability company making applications	ation for an alcohol beverage license for a premises known as
DRIFTWOOD	
located at Zog Brosp way Str	Name)
Todated dit	
appoints FRANK BOCK (Name of App	nointed Agent)
W2110 PuchyAN Ro	Real 5 (1) 54923
	full authority and control of the premises and of all business relative y acting in that capacity or requesting approval for any corporation/nd/or liquor license for any other location in Wisconsin?
Yes No If so, indicate the corporate name(s)/limited	liability company(ies) and municipality(ies).
Is applicant agent subject to completion of the responsible beverage	
How long immediately prior to making this application has the applic	ant agent resided continuously in Wisconsin?
Place of residence last year 2110 Puchy Ax	Ro Berlis WE
For: BOCK RENTAL	110
(Name of Cor	poration / Organization / Limited Liability Company)
By: , trank Boen	ignature of Officer / Member / Manager)
Any person who knowingly provides materially false information in a \$1,000.	n application for a license may be required to forfeit not more than
ACCEPTANC	E BY AGENT
1, Frank Boeck (Print/Type Agent's Name)	, hereby accept this appointment as agent for the
	I responsibility for the conduct of all business relative to alcohol tion/limited liability company.
Frenk Boeck (Signature of Agent)	5-30-19 Agent's age 55
W 2110 Puchyan Rol Berlin Wi (Home Address of Agent)	54923 Date of birth 10-23-63
APPROVAL OF AGENT BY (Clerk cannot sign on be	
I hereby certify that I have checked municipal and state criminal rethe character, record and reputation are satisfactory and I have not approved on 6-3-19 by (Signature of Preperting Control of Control of Preperting Control of Preperting Control of Control of Preperting Control of Con	Title CHIEF of tolice