

AGENDA
CITY OF BERLIN
COMMON COUNCIL MEETING
TUESDAY, SEPTEMBER 8, 2020 7:00 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE
<https://zoom.us/j/87525552329>
1 312 626 6799 US TOLL-FREE
Meeting ID: 875 2555 2329

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 August 11, 2020 Common Council Meeting. RECOMMENDATION: Approve the minutes.
6. Student Resource Officer Memorandum of Understanding. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve and adopt the Memorandum of Understanding for a School Resource Officer Between City of Berlin, Berlin Police Department, and Berlin Area School District and authorize the appropriate signatures.
7. Agreement and Amendment to Union Contract Relating to Student Resource Officer (SRO) Position. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve and adopt Appendix B Agreement and Amendment to Union Contract relating to the SRO and authorize the appropriate signatures.
8. Oakwood Cemetery Fee Schedule Change. RECOMMENDATION: Accept the Oakwood Cemetery Board recommendation to add a \$200 recording fee for placement of ashes in a columbarium to the Fee Schedule.

9. Rezone Request from A-1 (Agricultural) to R-1 (Residential) for Arnold Street Parcels 206-01275-0000, 206-01277-0000, and 206-01763-0000- Owner Kathryn Stewart. RECOMMENDATION: Accept the Plan Commission recommendation to deny the rezone request for Arnold Street Parcels 206-01275-0000, 206-01277-0000, and 206-01763-0000 from A-1 (Agricultural) to R-1 (Residential).
10. Rezone Request from R-2 (Residential) to R-3 (Residential) for Huron Street, State Street and Park Avenue Parcels Owned by Community Health Network. RECOMMENDATION: Accept the Plan Commission recommendation to approve the rezone request for the following Parcels from R-2 (Residential) to R-3 (Residential) contingent on the sale of the land or up to one year: 206-00321-0000, 206-00320-0000, 206-00315-0000, 206-00314-1111, 206-00326-0000, 206-00325-0000, and 206-00323-0000.
11. Rezone Request from C-2 (Conservation) to C-2 (Conservation) for Bohn Farms Inc. Properties Recently Annexed into City from Town of Berlin. RECOMMENDATION: Accept the Plan Commission recommendation to approve the rezone request for the following Recently Annexed Parcels from C-1 (Conservation) to C-2 (Conservation): 002-00260-0000, 002-00261-0000, and 002-00264-0000.
12. Bills List. RECOMMENDATION: Approve the list of bills for payment.

END OF CONSENT AGENDA

13. Resolution Authorizing the Issuance and Sale of \$2,000,000 General Obligation Promissory Notes. RECOMMENDATION: Approve Resolution #20-15 Authorizing the Issuance and Sale of \$2,000,000 General Obligation Promissory Notes for 2019 & 2020 Street Projects.
14. 2020 Community Development Block Grant for Public Facilities (CDBG-PF) Project Award. RECOMMENDATION: Accept the 2020 Community Development Block Grant Award for Public Facilities (CDBG-PF) of \$1,000,000 and CDBG CLOSE funds grant award of \$1,200,000 for Water Street and Park Avenue Roadway and Utility Infrastructure Improvements and Pedestrian Bridge Reconstruction and authorize the appropriate signatures.
15. Appointments to Travel & Tourism Commission. RECOMMENDATION: Accept the Mayoral appointments of Mary Kubiak, Janet Broesch, Michelle Omichinski, Joel Bruessel, and Andi Rogers to the Travel & Tourism Commission for term expiring December 31, 2020.
16. Election Ordinance Amendment. RECOMMENDATION: Approve and Adopt Ordinance #10-20 Amending the Number of Election Officials and Establishing Split Shifts for Election Officials.
17. 2020 Budget Adjustment for Police Portable Radios. RECOMMENDATION: Approve and adopt Resolution #20-14 Authorizing 2020 Budget Adjustment for Purchase of Police

Department Portable Radios.

18. Discussion on Meeting Screening Precautions. RECOMMENDATION: 1) Waive the Committee of the Whole discussion on this item; and 2) Discuss and action if appropriate.
19. 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.)
20. New Business (To be used to request items of new business be put on a future agenda)
21. Public Appearances
22. 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 -- OFFICE OF THE TREASURER

HONORABLE MAYOR AND COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN:									
I herewith present my report as City Treasurer for the month ending		8/31/2020							
ADJ/									
VOIDS									
FUNDS	BEG BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE	INVESTMENTS	TOTAL W/ INVESTMENTS			
GENERAL CITY	\$ 1,169,833.21	\$ 788,244.08	\$ 791,488.36	\$ 1,166,588.93	\$ 2,100,000.00	\$ 3,266,588.93			
TAX COLLECTION ACCOUNT	\$ 460.84	\$ -	\$ -	\$ 460.84	\$ -	\$ 460.84			
WATER INVESTMENTS	\$ 1,023,168.32	\$ 232,985.04	\$ 89,161.52	\$ 1,166,991.84	\$ 4,369,760.49	\$ 5,536,752.33			
SEWER INVESTMENTS				\$ -	\$ 2,242,788.52	\$ 2,242,788.52			
SEWER BOND & INT		\$ -		\$ -	\$ -	\$ -			
BOND & INT RESERVE	\$ -			\$ -	\$ -	\$ -			
EQUIP REPLACEMENT FUND	\$ 39,108.89	\$ 4.98		\$ 39,113.87	\$ 1,255,000.00	\$ 1,294,113.87			
CAPITAL PROJECT BORROWING	\$ -		\$ -	\$ -	\$ -	\$ -			
EMS ACCOUNT	\$ 50,173.99	\$ 32,900.61	\$ 35.00	\$ 83,039.60		\$ 83,039.60			
TOTAL OF ALL FUNDS	\$ 2,282,745.25	\$ 1,054,134.71	\$ 880,684.88	\$ 2,456,195.08	\$ 9,967,549.01	\$ 12,423,744.09			
FUNDS	BANK STATEMENT BALANCE	ADJUSTMENT	OUTSTANDING CHECKS	AVAILABLE BANK BALANCE					
GENERAL CITY	\$ 1,279,566.91		\$ 112,977.98	\$ 1,166,588.93					
TAX COLLECTION ACCOUNT	\$ 785.80		\$ 324.96	\$ 460.84					
WATER & SEWER	\$ 1,167,034.15		\$ 42.31	\$ 1,166,991.84					
SEWER BOND & INT			\$ -	\$ -					
EQUIP REPLACMT FUND	\$ 39,113.87		\$ -	\$ 39,113.87					
CAPITAL PROJECT BORROWING	\$ -		\$ -	\$ -					
EMS ACCOUNT	\$ 83,039.60		\$ -	\$ 83,039.60					
TOTAL OF ALL FUNDS	\$ 2,569,540.33	\$ -	\$ 113,345.25	\$ 2,456,195.08					

CITY OF BERLIN

PAYROLL FOR AUGUST - 2020	
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NET PAYROLL	
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PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY
8/7/2020	16	General City	56,340.30	
8/7/2020	16	Utility		11,654.80
8/21/2020	17	General City	62,095.38	
8/21/2020	17	Utility		11,917.25
8/19/2020	17.01	Elections	1,734.75	
		TOTAL MONTHLY PAYROLL	\$120,170.43	\$23,572.05

CITY OF BERLIN BUILDING REPORT August 2020

TYPE OF PERMIT	MONTH			YEAR TO DATE			LAST YEAR TO DATE		
	No.	Estimated Value	Permit Cost	No.	Estimated Value	Permit Cost	No.	Estimated Value	Permit Cost
Single Family Residence	1	\$453,000.00	\$788.27	3	\$987,000.00	\$3,004.39	1	\$203,000.00	\$1,022.40
Multi-Family Residence				2	\$540,000.00	\$2,973.20	0	\$0.00	\$0.00
Residential Garage	1	\$51,000.00	\$213.40	5	\$76,530.00	\$673.40	1	\$61,000.00	\$412.00
Residential Garage Alteration	1	\$68,500.00	\$130.00	2	\$71,000.00	\$180.00	0	\$0.00	\$0.00
Residential Alteration	12	\$221,801.00	\$1,016.00	70	\$766,190.66	\$5,552.85	35	\$338,611.72	\$2,979.79
Commercial				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Commercial Alteration				4	\$145,225.00	\$1,002.00	5	\$244,000.00	\$1,770.99
Industrial				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Industrial Alteration				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Signs				4	\$26,099.00	\$286.76	3	\$422.00	\$329.50
Miscellaneous	4	\$11,151.00	\$250.00	26	\$50,003.00	\$1,375.00	16	\$37,220.00	\$800.00
Demolition	1	\$4,000.00	\$75.00	2	\$10,000.00	\$175.00	1	\$0.00	\$75.00
Hospital				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Church				0	\$0.00	\$0.00	0	\$0.00	\$0.00
School				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Driveways	3	\$12,300.00	\$120.00	10	\$39,100.00	\$450.00	13	\$87,937.00	\$410.00
Trailer Homes				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Total Building Permits	23	\$821,752.00	\$2,592.67	128	\$2,711,147.66	\$15,672.60	75	\$972,190.72	\$7,799.68
Commercial Plan Approval				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Plumbing Permits	2	\$23,100.00	\$232.71	21	\$172,393.00	\$1,340.70	11	\$75,991.00	\$735.00
Electrical Permits	4	\$20,000.00	\$307.71	25	\$98,520.00	\$1,287.27	24	\$109,600.00	\$1,820.00
Heating Permits	4	\$25,010.00	\$366.78	25	\$219,170.00	\$2,082.98	13	\$147,755.00	\$1,231.43
Total Permit Fees	33	\$889,862.00	\$3,499.87	199	\$3,201,230.66	\$20,383.55	123	\$1,305,536.72	\$11,586.11

MEMORANDUM OF UNDERSTANDING
for a
SCHOOL RESOURCE OFFICER
Between
CITY OF BERLIN, BERLIN POLICE DEPARTMENT,
and
BERLIN AREA SCHOOL DISTRICT

This Memorandum of Understanding, herein referred to as "Agreement," is by and between the City of Berlin, herein referred to as "City," the Berlin Area School District, herein referred to as "District," and the Berlin Police Department, herein referred to as "Police Department." Collectively, these three entities shall be referred to as "the Parties."

This Agreement clarifies the roles of the School Resource Officer, herein referred to as "SRO," and the District's Superintendent and Principals, herein referred to as "District Administration," and the scope of authority and the responsibilities of the District, the Police Department, and the City in this collaboration. Separate from this Agreement, the Parties maintain separate Implementation Guidelines regarding this Agreement. The Parties also recognize that they are subject to applicable District policies, City policies, and Police Department policies.

DUTIES AND RESPONSIBILITIES OF THE SRO

- A. The SRO shall be employed by the Police Department and be subject to all administrative policies and procedures of the Police Department and the District. The SRO will not be considered an employee of the District, nor shall the District be considered a co-employer or joint employer of the SRO. The District Administration shall provide input regarding the SRO's performance to the Police Department's Chief in January and June for evaluation purposes. The SRO will prepare a quarterly report documenting incidents that occurred in the performance of their duty. This report will provide information related to types and trends of incidents. A copy of this report will be submitted to the Chief of Police and the Superintendent of the District. The details of this report will be subject to applicable confidentiality requirements as provided by law and this Agreement.
- B. The SRO's assigned district school buildings, grounds, and surroundings will be the SRO's primary patrol area, and he or she assumes primary responsibility for handling all calls for service to the District, recognizing the difference between student discipline matters and matters of safety and security warranting formal law enforcement intervention.
- C. The SRO shall establish a monthly work schedule in conjunction with the District Administration and with the approval of the Assistant Chief of Police for the Police Department. The SRO regular work schedule shall be based upon an average of 7.5 hours per day which may be flexed to meet the needs of the District and other relevant needs with the consent of the District Administration.

For example, the District Administration can, in coordination with the Chief of Police, adjust the SRO's schedule for a given workweek so that the SRO is not eligible for overtime pay due to the SRO's attendance at District administrative hearings or athletic events.

The District's Superintendent may request from the Police Department permission to modify the SRO's schedule in any given workweek to limit the payment of overtime by the District. The Police Department shall grant this permission to the greatest extent possible.

- D. The SRO will normally remain on school grounds for the SRO's workday unless otherwise directed by the Police Department with the consent of the District Administration.
- E. The SRO will be present and available for duty on District grounds during times designated as school lunch unless otherwise engaged in training or an emergency response requiring departure from District grounds.
- F. During the timeframe designated as the school year, the SRO will take earned time off (i.e. vacation) in conjunction with time in which the school is not in session. This includes winter and spring break. If the SRO does not have sufficient leave time, the Chief of Police will assign the SRO to patrol a shift of the Chief of Police's choice.
- G. The SRO shall wear the regulation police uniform while on duty unless otherwise authorized by the District Administration and Chief of Police.
- H. The SRO may assist with training for the District Administration in law enforcement and related matters.
- I. The City or Police Department will pay for all professional development trainings sufficient for the SRO to keep and maintain knowledge specific to the role of SRO, such as knowledge and training on working with students with disabilities and on laws governing student restraint and seclusion. In-service and annual training required for sworn Law Enforcement Officers, mandated by the Wisconsin Department of Training and Standards, may be scheduled during the regular school year. If scheduled during the school year, these training dates shall be considered part of the regular school/work day for the SRO. The Police Department's Chief of Police or his/her designee and a member of the District Administration will work together to mutually agree on any adjustments to scheduling and staffing when an SRO's training will cause the SRO to be absent from the District during the regular school day.

INTERAGENCY AGREEMENT/EXCHANGE OF INFORMATION

The Police Department and District enter into this Agreement in order to protect the confidentiality of pupil records as required by law, while providing for the lawful disclosure of pupil records and information to the extent permitted by law, to serve the interests of pupils and all other concerned parties.

The exchange of information is for the purpose of investigating and in some cases prosecuting acts including but not limited to truancy, theft, harassment, assault, drug or alcohol possession, use and/or distribution, or other acts in violation of local ordinances or state statutes, and assisting the District with administrative hearings.

It is understood and agreed that this Agreement is an Interagency Agreement that authorizes the Police Department to routinely disclose information to the District as permitted by Wis. Stat.

§ 938.396(1).

For purposes of SRO access to education and pupil records, the District designates the SRO as a school official with a legitimate educational interest in accessing education records under the Federal Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g, and in accessing pupil records under Wis. Stat. § 118.125(2)(d). The District may provide the SRO with access to education and pupil records information maintained by the District only as needed by the SRO to perform his/her duties as SRO. Such information may include student behavior intervention plans and student safety plans. The SRO may also be granted access to education and pupil records information in the event of an emergency situation threatening the health or safety of a student or other individual. The SRO may only re-disclose education or pupil records information consistent with FERPA and Wisconsin pupil records law.

Records created and maintained by the SRO for the purpose of ensuring the safety and security of persons or property in the District, or for the enforcement of local, state, or federal laws or ordinances shall not be considered education or pupil records—even when such records may serve the dual purpose of enforcing school rules—and are not subject to the same prohibitions of access or disclosure by the SRO.

RELEASE OF POLICE INFORMATION

The SRO shall exchange information with each applicable member of the District Administration regarding students' involvement in criminal activity in and around the school, to the extent allowable by law. This shall be limited to that which directly relates to and contributes to the safety of the school environment. The SRO shall not make any official documents, police reports, or records available to the District, except as provided under Wis. Stat. § 938.396(1).

COST-SHARING AGREEMENT

To fund the position of the SRO, the District shall pay to the City 75% of the annual cost of the wages and fringe benefits of the police officer assigned to the SRO position. The Police Officer assigned to the position of SRO will not exceed the rank of Patrolman. The City will provide this annual cost to the District as soon as possible but no later than the SRO's first day performing services on the District's premises. The SRO shall perform services on the District's premises during the regular school year, which shall at a minimum include all dates of student attendance (other than summer school) and any additional dates agreed upon by the District and the Police Department. If the anticipated dates of the regularly scheduled school year are abbreviated, the full cost-sharing between the City and the District will be required and will continue for the term of the Agreement, as stated herein. Payments under this Agreement shall be made to the City on a quarterly basis between July 1 and June 30. Each quarterly payment will reflect the actual costs attributable to District under this Agreement during the prior quarter.

If SRO overtime is approved by the District's Superintendent in advance, the District shall pay to the City 100% of overtime pay and fringe benefits generated by use of the SRO by the District. Overtime payments from the District to the City will also be made on a quarterly basis as provided above.

The Police Department's Chief of Police shall be permitted to assign the SRO to other law enforcement duties in the event of an emergency. The District shall not be responsible to pay overtime for any additional work time the SRO performs in a given workweek due to such other

law enforcement duties.

The City shall provide the District with an itemized bill for the SRO's services on at least a quarterly basis.

INDEMNIFICATION AND HOLD HARMLESS

The District and the City (with the City being defined to include the Police Department) each agree to defend, indemnify, and hold harmless each other, its respective boards, officers, administration, employees, agents, and volunteers, individually and collectively, from and against all costs, losses, claims, demands, actions, suits, attorney fees, costs, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by the other's negligence as a result of the services, equipment, property owned, leased, or rented, or other activities as shown in this Agreement.

INSURANCE AND WAIVER

The District and the City (with the City being defined to include the Police Department) each agree to provide a certificate of insurance for liability coverages satisfactory to the District and City and agree to name the other as an additional insured on the District's and City's certificate of insurance throughout the term of this Agreement.

The District and City (with the City being defined to include the Police Department) acknowledge their respective obligation to obtain and maintain throughout the term of this Agreement appropriate insurance coverage for the benefit of the District and City, as well as the employees of the District and City. The District and the City waive any rights to recovery from the other for any injuries the employees of the District or City may sustain or cause while performing services under this Agreement that are a result of the negligence of the District or City, or the employees of the District or City.

The City agrees to provide the District with evidence that it has law enforcement legal liability insurance coverage that is satisfactory to the District spanning the term of the Agreement. The City also agrees to waive any right to subrogation that it might have with respect to the District's worker's compensation coverage. The City's workers' compensation policy will include a waiver of subrogation in favor of the school district.

NON-WAIVER

Nothing herein is intended or shall be construed as a waiver of defenses or immunities (including the limitations of Wis. Stat. § 893.80) available under the law which the City or the District are entitled to raise, nor shall purchase of insurance by the City or the District constitute a waiver of any such defenses and immunities.

AMENDMENTS

This Agreement may be amended only upon a mutual written agreement executed by all Parties.

SELECTION AND REMOVAL OF THE SRO

The District shall have the right to request that the Police Department remove the SRO from assignment within the District, temporarily or permanently. The Police Department shall accommodate any such request and assign a new SRO to the District as soon as reasonably practical. When an SRO is initially assigned to the District, the Police Department shall solicit

input from the District. The District's Superintendent or designee shall meet with the Police Department's Chief of Police to resolve any disputes related to the assignment of the SRO. In the event of an impasse regarding the selection of the SRO, the Police Department's Chief of Police shall have the final say as to the selection of the SRO, subject to the aforementioned right of the District to request removal of an SRO.

TERM

The term of this Agreement shall be from July 1, 2020 through June 30, 2021. This Agreement shall automatically renew for another year (July 1 through June 30), unless either party gives notice of nonrenewal in writing at least 45 days prior to the expiration of the Agreement. This Agreement may be terminated during its term by any party with 45 day's advanced written notice.

This Agreement expressly replaces any prior agreement related to an SRO or School Liaison Officer between the Parties, including but not limited to, the agreement that was signed in 1999.

IN WITNESS WHEREOF, the City, the Police Department, and the District have caused this Agreement to be executed by their duly authorized representatives as of the day and year below.

Signed:

Chief of Police

Superintendent

Date

Date

Mayor, City of Berlin

President, School Board

Date

Date

Clerk, City of Berlin

Clerk, School Board

Date

Date

APPENDIX B

AGREEMENT AND AMENDMENT TO UNION CONTRACT

This Agreement by and between the City of Berlin ("City"), and the Berlin Professional Policeman's Union, Local 514B/AFSCME AFL-CIO ("Union") dated this. This Agreement will also act as an amendment to the Union Agreement for the years by and between the City and the Union ("Union Contract"), and as subsequently included or approved under subsequent renewals of the Union Contract.

WHEREAS, the City of Berlin and School District have entered an Agreement for the hiring of a School Resource Officer ("SRO"), whereby said SRO shall be an employee of the Berlin Police Department and a member of the bargaining unit, and;

WHEREAS, the parties hereto intend to set forth the responsibilities of the SRO as well as the terms of the SRO's employment as it relates to and is governed by the Union Contract.

NOW THEREFORE, the parties hereto agree to the following terms and conditions as well as to an amendment of the Union Contract accordingly.

1. Selection. Selection of the SRO shall be made by the Chief of Police.
2. Assignment. After selection, the Chief of Police shall assign the SRO to duties at the Berlin Public School System ("the District"). During the school year, the SRO shall be subject to performance oversight by the Superintendent of Schools, but shall report to the Chief of Police or his/her designee and shall remain an employee of the Berlin Police Department.
3. Term. The SRO shall serve in his/her capacity at the School System for a maximum of a three (3) year term. The Chief of Police reserves the right to reassign the SRO to a patrol officer position at any time. The SRO may request to withdraw from the SRO assignment by giving the Police Chief 30 days' written notice. The City and/or the Berlin School system shall each have a respective unilateral right to terminate the SRO position. Upon termination of the position, the SRO shall return to the Berlin Police Department as determined by his/her seniority according to Union Contract Article 16, paragraph 4. Upon return to the Berlin Police Department, the Chief of Police shall have the discretion to terminate a police officer as necessary to accommodate the needs of the department, subject to all seniority provisions of the Union Contract.
4. Salary. The job classification of the SRO shall be established pursuant to the Union Contract at the same rate of wages as a patrol officer
5. Chain-of-Command. The SRO shall report to the Chief of Police or his/her designee. In the absence of the Chief or a specified designee, the SRO shall report to the next ranking supervisor.

6. Work Days. The SRO shall be available for assignment to the District for approximately 190 days during each school year. During that period, the SRO shall work on a flexible schedule of service to the District for a period of 37.5 hours per week.

A. No comp time or "flex" time shall be accumulated by the SRO during his/her service time to the district.

B. The SRO may be assigned to work on available police department shifts (4) hours before and (4) hours after his/her "Work Day" as per section 6 of Appendix B. The SRO may also be subject to emergency calls as determined by the Chief of Police or his/her designee.

C. During the timeframe designated as the school year, the SRO will take earned time off (i.e. vacation) in conjunction with time in which the school is not in session. This includes Christmas and spring break. If the SRO does not have sufficient leave time, the Chief of Police will assign the SRO to patrol and a shift of the Chief's discretion. During the School System's summer break, the SRO shall be returned to regular police duty. At that time, the SRO will not be entitled to use his/her seniority to bump a junior officer off his/her schedule. The SRO shall work a 7pm-3am shift or a flex 6-3 shift scheduled during the summer break.

7. Hours of Employment. While performing services at the District, the SRO shall report to his/her school site at the time prescribed. The work day may consist of hours consistent with the school operation. The SRO's daily schedule, if required for any special school event, may be adjusted with prior approval of the Chief of Police and Superintendent of Schools.

8. Work Schedules. The SRO shall prepare a monthly schedule in advance indicating programs and activities that he/she will likely attend or be needed at. This schedule, for each month, shall be prepared on or before the 20th of every month and submitted to the Superintendent of Schools and Chief of Police. The Superintendent of Schools may modify the schedule and shall submit it back to the Chief of Police. The final schedule is subject to approval by the Chief of Police.

9. Special Programs. The SRO shall work with school officials to schedule and support existing programs, as well as create new educational safety related programs to address the changing needs of the school district.

10. Absences. The SRO shall notify the Superintendent of Schools or his/her designee and the Berlin Police Department of the days that he/she will not be available by reason of illness or injury or any other reason.

11. Activity Reports. The SRO shall record all activities on forms provided, as mutually approved by the Chief of Police and School District.

12. Dress Code. The SRO shall wear the regulation police uniform while on duty unless otherwise authorized by the District Administration and Chief of Police.

13. Officer Evaluation. School District officials will provide a semester performance evaluation report to the Chief of Police in January and June of each year.

14. Incidents. Incidents occurring on school premises that require police intervention shall be investigated by the SRO assigned and the SRO shall prepare normal police investigation and incident reports and complete all investigations in accordance with law enforcement standards.

15. Overtime. The SRO, while school is in session, may incur overtime as specifically authorized by the Superintendent of Schools and Chief of Police. In compliance with the current Union Contract, Article 6, the SRO shall be compensated at a rate of time and one half pay for all hours worked in excess of eight (8) hours per day. If the SRO is required to miss work for a sick day or excused leave, such as under the FMLA, his/her shift at the District will not be filled, except at the discretion of the Chief of Police.

16. Extra-Curricular Activities. Extra-curricular activities of the school, such as athletic events, dances, etc., shall be part of the SRO Program and the SRO may be required to attend these types of events, subject to the scheduling requirements as requested by the Superintendent of Schools and approved by the Chief of Police.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day
of _____, 2020.

CITY OF BERLIN

BERLIN SCHOOL DISTRICT

Mayor

Superintendent

City Administrator

BERLIN PROFESSIONAL POLICEMAN'S UNION
LOCAL 514B/AFSCME AFL-CIO

By:
Title:

By:
Title:

TO: Common Council
FROM: Midge Seaman
Re: Cemetery Fee Schedule Change
Date: September 8, 2020

The Oakwood Cemetery board approved and is seeking the approval from the Common Council, to add a \$200.00 recording fee to the Oakwood Cemetery Fee Schedule for the purpose of recording the placement of Ashes in a Columbarium.

OAKWOOD CEMETERY FEE SCHEDULE

Updated: September 11, 2018

Burials in Oakwood Cemetery will only be allowed Monday – Saturday. Sunday and Holiday burial requests may be considered at the discretion of the Sexton. All burials, in and out of town, must be handled under the guidance of a funeral director.

BURIAL FEES:

Opening, Closing, and Entombment of:

REGULAR GRAVES:

Monday — Friday	8:00 AM-3:00 PM	\$825*
Saturday		\$1,100*
Sundays & Holidays		\$1,600*

COLUMBARIUM

Burial Recording Fee	\$ 200
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CHILD GRAVES (dependent on size, not age):

Monday — Friday	8:00 AM-3:00 PM	\$150*
Saturday		\$200*
Sundays & Holidays		\$700*

CREMATION URN GRAVES:

Monday-Friday	8:00 AM-3:00 PM	\$350*
Saturday		\$550*
Sundays & Holidays		\$1,050*

***Overtime Rate:** \$75/hr per required employee. Overtime charges apply to all Mon-Fri burials after 3:00 P.M. and on all Saturday, Sunday and Holiday burials. The minimum overtime charge is two (2) hours per required worker.

Winter Burial Fee: Oakwood Cemetery has winter burials from Dec 1 - Apr 1 upon request.

Regular Graves: A maximum fee of \$300 in addition to normal and customary burial fees.
Urn Graves: A maximum fee of \$150 in addition to normal and customary burial fees.

To: Mayor & Common Council

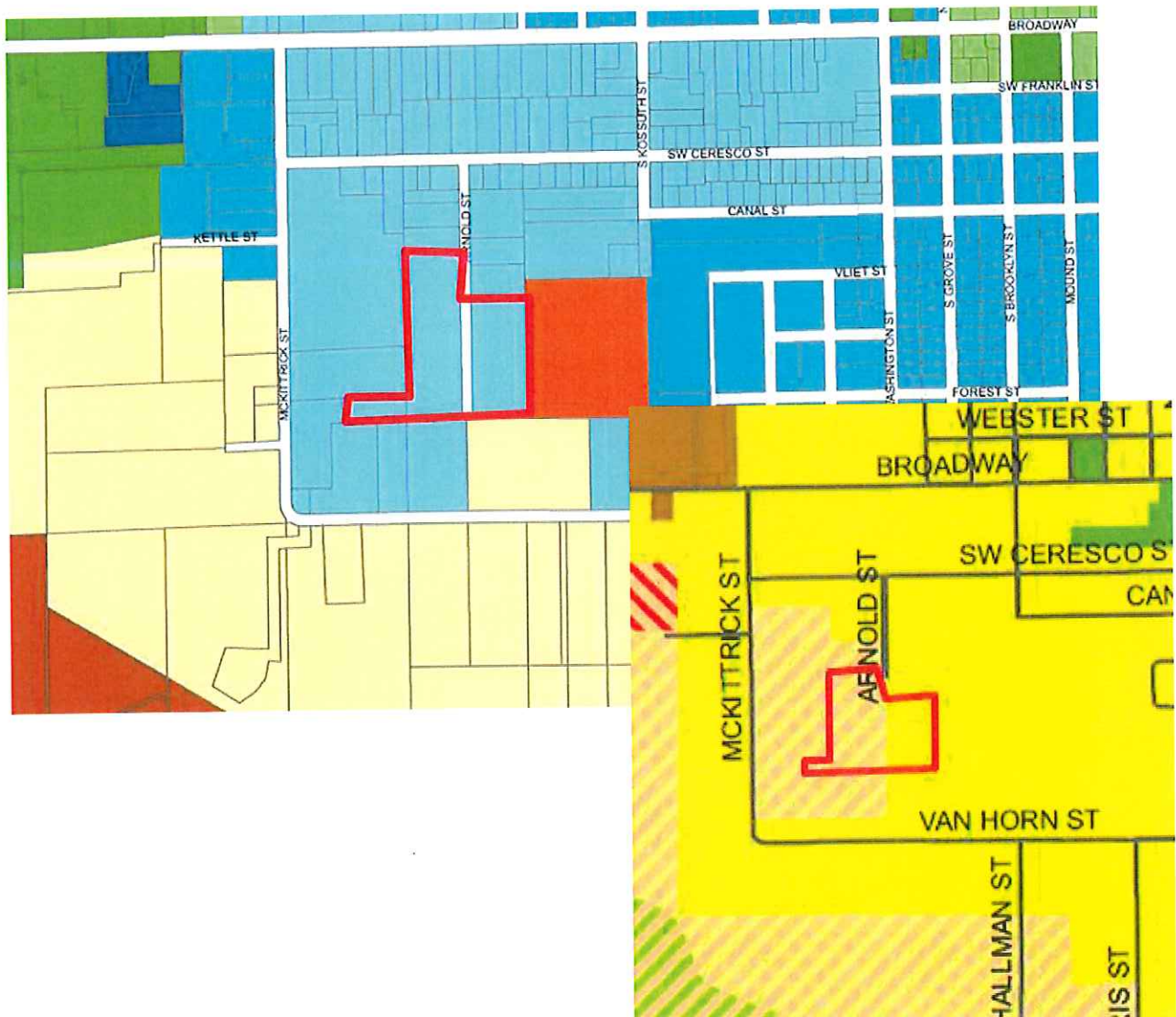
From: Lindsey Kemnitz

Subject: Rezone Request for parcel 206-01275-0000, 206-01277-0000, and 206-01763-0000 from R-1 to A-1.

Background:

The property owner of the three parcels above is requesting the property to be zoned to A-1 from R-1. Currently the parcels are vacant land. The parcel on the east side of Arnold Street is identified as a wetland per DNR and is not buildable, attached is the map. Currently there are no utilities that extend down to the three lots; the utilities could be extended to service these lots. The City Utility Department would not allow someone to put in a well as it is within the wellhead protection area. The City Utility Department has a zone of influence that represents the cone of depression around the well too. Attached are maps and information. The future land use map identifies the whole area to be used for residential use; currently it shows only the western section as agricultural/ vacant.

Recommendation: To deny the rezone for 206-01275-0000, 206-01277-0000, and 206-01763-0000 from R-1 to A-1



TO: Mayor & Common Council

From: Lindsey Kemnitz

RE: Rezone request for 206-00321-0000, 206-00320-0000, 206-00315-0000, 206-00314-0000, 206-00326-0000, 206-00325-0000, and 206-00323-0000

Background:

Curt Biggar has applied to rezone the vacant parcels 206-00321-0000, 206-00320-0000, 206-00315-0000, 206-00314-0000, 206-00326-0000, 206-00325-0000, and 206-00323-0000 on Huron Street, State Street, and Park Avenue from R-2 (Residential) to R-3 (Residential). The property is currently owned by Thedacare, but agreed to rezone the parcels contingent on the sale of the parcels to Curt Biggar. The desire is to sell the parcel for future development for residential complex with more than 2 units. The property is adjacent to R-2 property on the north and east side and B-1 to the west and south. Attached is a map with the subject parcels outlined and existing zoning map. The southeast parcel that Chier Law Office is on, is incorrect on the zoning map and is zoned B-1 currently. The future land use map identifies the subject. Attached is the application and a tentative plans for the development.

Recommendation: Approval of the rezone for parcel 206-00323-0000, 206-00321-0000, 206-00320-0000, 206-00325-0000, 206-00326-0000, 206-00315-0000, and 206-00314-0000 from R-2 to R-3 contingent on the sale of the land or up to one year.



To: Common Council

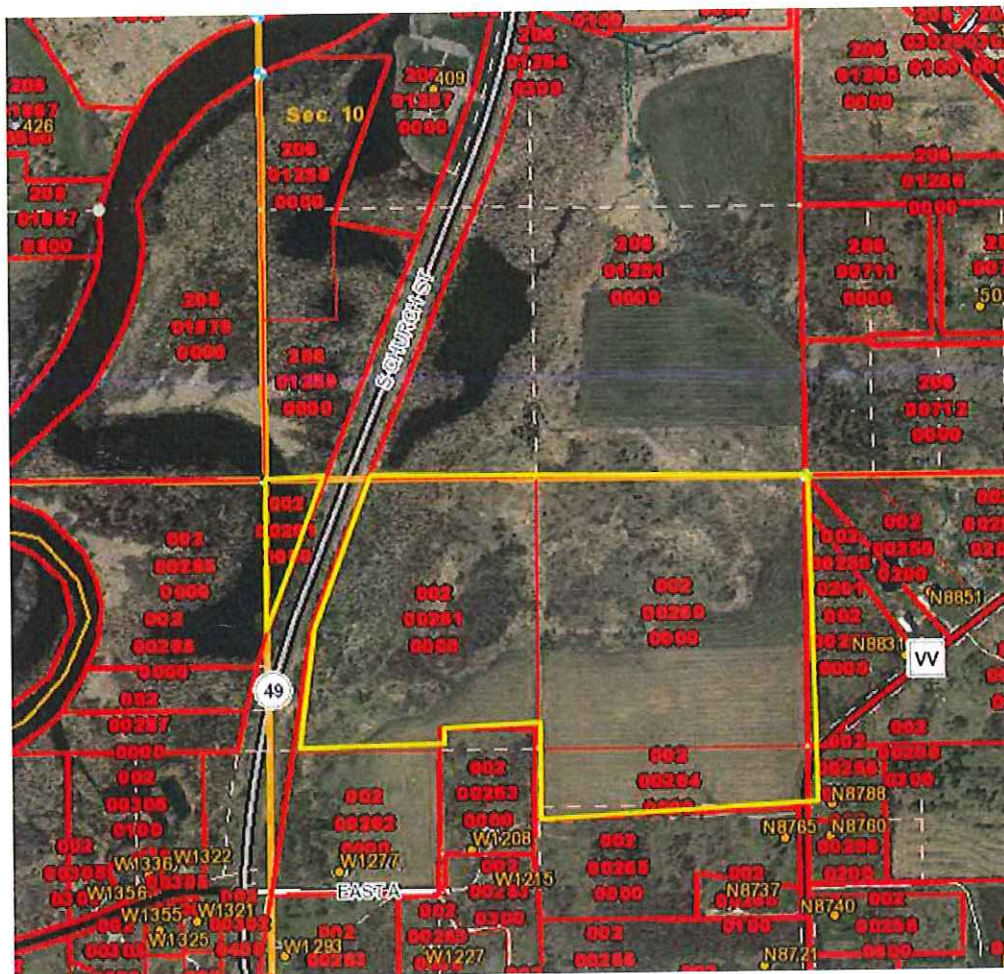
From: Lindsey Kemnitz

Subject: Rezone for parcel 002-00260-0000, 002-00261-0000, and 002-00264-0000 to C-1.

Background:

The subject parcels are from the annexation that was approved last month along HWY 49 south owned by Bohn Farms. When an annexation occurs, there is a temporary zoning put in place. So the purpose of this rezone is for the permanent zoning of the subject parcels. As the subject parcels are intended to be used for public recreation, C-1 allows public recreational facilities. C-2 requires the parcels to be within the floodplain, which they do not meet.

Recommendation: Approval of the rezone to C-1 parcels 002-00260-0000, 002-00261-0000, and 002-00264-0000.



CITY OF BERLIN

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AUGUST 31 2020

Name	Check Date	Check Amt
11100 Cash in Bank m FNB		
Paid Chk# 064715 OREILLY FIRST CALL	7/6/2020	(\$6.49) MAGNET FOR DPW
Paid Chk# 064805 AMAZON CAPITAL SERVICES, IN	8/7/2020	\$83.96 COPY PAPER
Paid Chk# 064806 APPLETON FINANCE DEPARTM	8/7/2020	\$471.25 2020 - AUGUST - WEIGHTS AND ME
Paid Chk# 064807 BAYCOM INC	8/7/2020	\$77.75 ANTENNA FOR RIG 79
Paid Chk# 064808 BERLIN JOURNAL NEWSPAPER	8/7/2020	\$167.25 CITY INN LIQUOR LICENSE PUBLIC
Paid Chk# 064809 BROCK, KIMBERLY	8/7/2020	\$100.00 REFUND DEPOSIT FOR SHELTER HOU
Paid Chk# 064810 Brotski, Robert	8/7/2020	\$140.00 CANCELLATION OF SHLETER HOUSE
Paid Chk# 064811 CAREW CONCRETE & SUPP CO,	8/7/2020	\$840.00 CONCRETE FOR DPW
Paid Chk# 064812 CHARTER COMMUNICATION	8/7/2020	\$239.97 2020 - 07/24-08/23 INTERNET SE
Paid Chk# 064813 CHIKOWSKI, SIGMUND	8/7/2020	\$155.00 CANCEL SHELTER HOUSE RESERVATI
Paid Chk# 064814 CITY OF GREEN LAKE	8/7/2020	\$102.99 2020 - JULY - SPECTRUM CHARGES
Paid Chk# 064815 DURHAM, KELLIE	8/7/2020	\$50.00 REFUND OF DEPOSIT FOR SENIOR C
Paid Chk# 064816 EAGAN CONCRETE & MASONAR	8/7/2020	\$255.00 CONCRETE SIDEWALK REPLACEMENT
Paid Chk# 064817 ED'S TRACTOR REPAIR, LLC	8/7/2020	\$137.85 PARTS FOR DPW
Paid Chk# 064818 EMERGENCY MEDICAL PRODUC	8/7/2020	\$412.60 MEDICAL SUPPLIES FOR BEMS
Paid Chk# 064819 ESO SOLUTIONS, INC.	8/7/2020	\$618.00 PROGRAMMING AND SUPPORT FOR BF
Paid Chk# 064820 FAHRNER ASPHALT SEALERS, L	8/7/2020	\$22,770.00 2020 - AUGUST - CRACKFILL LEVE
Paid Chk# 064821 FINISHLINE STUDIOS	8/7/2020	\$40.00 2020 - AUGUST - MONTHLY WEB HO
Paid Chk# 064822 KUNKEL ENGINEERING GROUP	8/7/2020	\$7,083.02 2020 - JUNE - BUILDING INSPECT
Paid Chk# 064823 NEUMAN, KAREN	8/7/2020	\$447.11 2020 - AUGUST - RETIREE HEALTH
Paid Chk# 064824 OSHKOSH OFFICE SYSTEMS	8/7/2020	\$181.97 2020 - JULY - COPIES FOR COPIE
Paid Chk# 064825 SECURIAN FINANCIAL GROUP	8/7/2020	\$732.02 2020 - AUGUST - EMPLOYER LIFE
Paid Chk# 064826 SMOODY, TONYA	8/7/2020	\$100.00 REFUND OF DEPOSIT FOR SHELTER
Paid Chk# 064827 TASC	8/7/2020	\$64.00 2020 - JULY - COBRA X 32
Paid Chk# 064828 THE LADYBUG FLORAL & GIFTS	8/7/2020	\$50.00 FLOWERS FOR FELICIA PAGE
Paid Chk# 064829 VIVIAL	8/7/2020	\$47.75 2020 - AUGUST - CENTURYLINK DI
Paid Chk# 064830 WISCONSIN BIOMEDICAL SERVI	8/7/2020	\$822.50 CONTRACT CHARGES FOR EMS
Paid Chk# 064831 WISCONSIN EMS ASSN	8/7/2020	\$450.00 SERVICE RENEWAL FOR BEMS
Paid Chk# 064832 BELLA BY DESIGN	8/10/2020	\$8.00 POLICE NAME TAG
Paid Chk# 064833 BERLIN JOURNAL NEWSPAPER	8/10/2020	\$189.00 200 STATIONARY CARDS FOR BPD
Paid Chk# 064834 COPERS, LLC	8/10/2020	\$245.00 COPERS TECHNICAL SUPPORT 2ND H
Paid Chk# 064835 CORPORATE NTRWK SOLUTION	8/10/2020	\$50.00 SONICWALL VPN ADDITIONAL USER
Paid Chk# 064836 GREEN LAKE COUNTY TREASU	8/10/2020	\$5,116.68 2020 SPILLMAN ANNUAL MAINTENAN
Paid Chk# 064837 OLSON, CURTIS	8/10/2020	\$35.65 MILEAGE FOR BACKGROUND CHECK
Paid Chk# 064838 ORGANIZATION DEVEL. CONSU	8/10/2020	\$1,350.00 REINHART PSYCHOLOGICAL ASSESSM
Paid Chk# 064839 SONDALLE FORD LINCOLN MER	8/10/2020	\$59.70 2019 FORD EXPLORER 3000 MILE M
Paid Chk# 064840 THE UNIFORM SHOPPE	8/10/2020	\$147.90 SMITH UNIFORM
Paid Chk# 064841 THEDACARE LABORATORIES	8/10/2020	\$170.00 LEGAL BLOOD DRAWS PATIENT 4793
Paid Chk# 064842 TOP PACK DEFENSE LLC	8/10/2020	\$298.46 KRAUSE SS SHIRT
Paid Chk# 064843 ACTION APPRAISERS & CONSU	8/18/2020	\$6,650.00 MAINTENANCE WORK FOR 2020
Paid Chk# 064844 ADVANCED DISPOSAL SERVICE	8/18/2020	\$24,543.94 2020 - JULY - GARBAGE AND RECY
Paid Chk# 064845 AMAZON CAPITAL SERVICES, IN	8/18/2020	\$257.35 AL. CLIPBOARD
Paid Chk# 064846 ASSOCIATED BANK GREEN BAY	8/18/2020	\$19,700.00 2017 REFINANCE 2008 STREET/RAJ
Paid Chk# 064847 BERLIN WATER & SEWER UTILI	8/18/2020	\$22,404.73 2020 - JULY - GENERAL CITY WAT
Paid Chk# 064848 CAREW CONCRETE & SUPP CO,	8/18/2020	\$510.00 CONCRETE
Paid Chk# 064849 CENTURYLINK	8/18/2020	\$59.72 2020 - JULY - LONG DISTANCE PH
Paid Chk# 064850 COMPLETE OFFICE OF WI	8/18/2020	\$59.34 BATHROOM TISSUE FOR CITY HALL
Paid Chk# 064851 CONVERGENT SOLUTIONS, INC	8/18/2020	\$319.00 ANNUAL ESNA SOFTWARE ASSURANCE
Paid Chk# 064852 CRACK FILLING SERVICE CORP	8/18/2020	\$15,000.00 2020 - CRACK FILLING - CITY ST
Paid Chk# 064853 DIVISION OF UNEMPLOYMENT I	8/18/2020	\$129.00 2020 - JULY - UNEMPLOYMENT - P
Paid Chk# 064854 DREXEL BUILDING SUPPLY, INC.	8/18/2020	\$133.78 PRE-MIXED QUICKRETE
Paid Chk# 064855 EMC INSURANCE COMPANIES	8/18/2020	\$16,344.62 2020 - JULY - LIABILITY INSURA
Paid Chk# 064856 EMERGENCY MEDICAL PRODUC	8/18/2020	\$2,950.01 MEDICAL SUPPLIES
Paid Chk# 064857 FAHRNER ASPHALT SEALERS, L	8/18/2020	\$120,782.86 2020 PAVEMENT IMPROVEMENTS - P
Paid Chk# 064858 FARRELL EQUIPMENT & SUPPL	8/18/2020	\$83.88 SUPPLIES FOR BERLIN DPW
Paid Chk# 064859 ITU ABSORBTTECH, INC.	8/18/2020	\$88.32 2020 - JULY - SERVICE FOR DPW
Paid Chk# 064860 JON LINDT ELECTRIC INC	8/18/2020	\$180.40 ELECTRICAL WORK AT CITY HALL

Shirley City

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Name	Check Date	Check Amt
Paid Chk# 064861 KUNKEL ENGINEERING GROUP	8/18/2020	\$2,915.00 S.STATE STREET PROJECT
Paid Chk# 064862 LANDMARK SERVICES COOPER	8/18/2020	\$4,849.17 2020 - JULY - GAS AND DIESEL
Paid Chk# 064863 MCKESSON MEDICAL SURGICA	8/18/2020	\$684.76 MEDICAL SUPPLIES
Paid Chk# 064864 MORTON SALT	8/18/2020	\$21,308.76 BULK ROAD SALT
Paid Chk# 064865 NORTHEAST ASPHALT INC	8/18/2020	\$1,451.30 ASPHALT FOR DPW
Paid Chk# 064866 PACKERLAND PORTABLES	8/18/2020	\$220.00 2 UNITS AT RIVERSIDE PARK
Paid Chk# 064867 PETORSKEBINDER, MICHELLE	8/18/2020	\$67.98 REFUND FOR DUPLICATE PAYMENT
Paid Chk# 064868 PLANTZ, DENNIS W	8/18/2020	\$375.62 2020 - AUGUST - PLANTZ HEALTH
Paid Chk# 064869 RUNNING INC. TRANSIT SERVIC	8/18/2020	\$16,235.92 TAXI SERVICE FOR BERLIN SENIOR
Paid Chk# 064870 SCHOOL OUTFITTERS	8/18/2020	\$889.82 OUTDOOR BENCH
Paid Chk# 064871 SCHRADER, JOHN	8/18/2020	\$832.58 2020 - SEPTEMBER - SCHRADER HE
Paid Chk# 064872 SEAWALL SOLUTIONS	8/18/2020	\$3,800.00 SEAWALL REPAIR AT RIVERSIDE PA
Paid Chk# 064873 SONDALLE FORD LINCOLN MER	8/18/2020	\$458.15 2008 FORD AMBULANCE MAINTENANC
Paid Chk# 064874 SUPERIOR CHEMICAL CORP	8/18/2020	\$123.45 CHEMICALS
Paid Chk# 064875 THE CVIKOTA COMPANY INC	8/18/2020	\$2,655.96 2020 - JULY - AMBULANCE BILLIN
Paid Chk# 064876 THEDACARE AT WORK	8/18/2020	\$38.00 PREEMPLOYMENT DRUG SCREEN - LI
Paid Chk# 064877 VIKING ELECTRIC SUPPLY	8/18/2020	\$127.89 LIGHT BULBS FOR DPW
Paid Chk# 064878 WI COUNCIL 32 PER CAP TAX T	8/18/2020	\$254.50 2020 - AUGUST - POLICE UNION D
Paid Chk# 064879 WI DEPT OF TRANS BBS	8/18/2020	\$78,952.89 RIPON ROAD PROJECT
Paid Chk# 064880 BAKER & TAYLOR	8/20/2020	\$2,032.70 5 UNITS FOR CUSTOMERS
Paid Chk# 064881 BERLIN OIL PRODUCTS	8/20/2020	\$42.00 21 USA TODAY NEWSPAPERS FOR LI
Paid Chk# 064882 CINTAS CORPORATION	8/20/2020	\$83.55 2020 - JUNE - LIBRARY SUPPLIES
Paid Chk# 064883 KALUPA, CHRISTINE	8/20/2020	\$25.00 REIMBURSEMENT FOR SRP PRIZES
Paid Chk# 064884 LISA OBRIST	8/20/2020	\$648.75 2020 - JULY - LIBRARY CLEANING
Paid Chk# 064885 OSHKOSH OFFICE SYSTEMS	8/20/2020	\$36.52 COPIER 7293 COPIES FOR JULY
Paid Chk# 064886 SUPERIOR CHEMICAL CORP	8/20/2020	\$74.98 CHEMICALS FOR THE LIBRARY
Paid Chk# 064887 WINNEFOX COOPERATIVE TEC	8/20/2020	\$237.92 WCTS SUPPLIES
Paid Chk# 064888 WINNEFOX LIBRARY SYSTEM	8/20/2020	\$419.00 SNEEZE GUARDS FROM EXHIBIT SYS
Paid Chk# 064889 WISCONSIN LIBRARY ASSN	8/20/2020	\$50.00 MEMBERSHIP RENEWAL -INDIVIDUAL
Paid Chk# 064890 AHC - STAFF DEVELOPMENT	8/21/2020	\$406.00 BLS ECARDS AND INSTRUCTOR RENE
Paid Chk# 064891 CenturyLink	8/21/2020	\$1,890.14 105145000221
Paid Chk# 064892 CHRISTENSEN, DOUGLAS A	8/21/2020	\$744.37 2020 - SEPTEMBER - HEALTH INSU
Paid Chk# 064893 CONCENTRA MED COMPLIANCE	8/21/2020	\$60.00 PRE-EMPLOYMENT DRUG SCREEN - L
Paid Chk# 064894 DON E. PARKER EXCAVATING, I	8/21/2020	\$101,786.41 FINAL PAYMENT FOR 2019 STREET
Paid Chk# 064895 ED'S TRACTOR REPAIR, LLC	8/21/2020	\$142.95 REISSUE CHECK FOR PARTS FOR DP
Paid Chk# 064896 KRAUSE, ANN	8/21/2020	\$185.00 REFUND OF DEPOSIT FOR CANCELL
Paid Chk# 064897 LEIGH, ELAINE	8/21/2020	\$400.00 REFUND PARK DEPOSITS FOR LIGHT
Paid Chk# 064898 MGD INDUSTRIAL CORP	8/21/2020	\$115.10 PARTS FOR DPW
Paid Chk# 064899 SEAMAN, MIDGE	8/21/2020	\$34.80 ELECTION MATERIAL PICK UP AND
Paid Chk# 064900 SUPERIOR CHEMICAL CORP	8/21/2020	\$279.75 WASP & HORNET SPRAY
Paid Chk# 064901 THOM, SUSAN	8/21/2020	\$10.44 ELECTION MATERIAL DROP OFF AT
Paid Chk# 064902 WAYNE CONSULTANTS & MFG, I	8/21/2020	\$374.94 BROMAX 7.1
Total Checks		\$520,822.91

CITY OF BERLIN

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AUGUST 31 2020

Name	Check Date	Check Amt	
11161 UTILITY CASH - FNB			
Paid Chk# 015303 UNITED STATES POSTAL SERVI	8/5/2020	\$537.93	POSTAGE FOR AUGUST 2020 BILLIN
Paid Chk# 015304 BERLIN CITY TREASURER 1015	8/7/2020	\$1,023.22	GAS & DIESEL JULY 2020
Paid Chk# 015305 CRANE ENGINEERING SALES IN	8/7/2020	\$4,179.60	6" MILLIKEN PLUG VLV W/(2) ZER
Paid Chk# 015306 ELECTRIC MOTOR SERVICE	8/7/2020	\$140.00	MACHINING
Paid Chk# 015307 J.F. AHERN COMPANY	8/7/2020	\$1,272.13	MARCH ANNUAL FIRE EQUIPMENT IN
Paid Chk# 015308 L.W. ALLEN LLC	8/7/2020	\$317.63	SVC LABOR - FLOW CALIBRATIONS
Paid Chk# 015309 MARTELLE WATER TREATMENT	8/7/2020	\$6,630.54	LIQUID ALUMINUM SULFATE
Paid Chk# 015310 SUPERIOR CHEMICAL CORP	8/7/2020	\$209.32	DERMA GEL CLEAR HAND SANITIZER
Paid Chk# 015311 WALTCO INC	8/7/2020	\$597.49	PICK UP SAMPLE FOR BADGER LABS
Paid Chk# 015312 ADVANCED DISPOSAL SERVICE	8/14/2020	\$227.53	AUG 2020 GARBAGE & RECYCLING
Paid Chk# 015313 BADGER LABORATORIES INC	8/14/2020	\$1,725.00	TOTAL COLIFORM BACTERIA
Paid Chk# 015314 DIGGERS HOTLINE	8/14/2020	\$526.40	2ND PREPAYMENT 2020 CHARGES
Paid Chk# 015315 JOHN KRINGS & SONS WELDIN	8/14/2020	\$105.23	EXCHANGE WELDING GAS 75 25 3D
Paid Chk# 015316 KUNKEL ENGINEERING GROUP	8/14/2020	\$5,755.00	2020 STREET & UTILITY IMPROVEM
Paid Chk# 015317 LINCOLN CONTR SUPPLY INC	8/14/2020	\$337.66	BLUE STAKE FLA GS, WATER BASED
Paid Chk# 015318 NORTH CENTRAL LABORATORI	8/14/2020	\$493.81	BROTH W/ ROSOLIC IN PLAS, PIPE
Paid Chk# 015319 R&R WASH MATERIALS, INC.	8/14/2020	\$805.00	MANHOLES
Paid Chk# 015320 RIDGE STONE PRODUCTS, INC	8/14/2020	\$225.75	ROAD GRAVEL
Paid Chk# 015321 USA BLUEBOOK	8/14/2020	\$925.39	LMI SERIES PDO FEED PUMP, LMI
Paid Chk# 015322 BERLIN CITY TREASURER 1015	8/21/2020	\$21,984.23	AUG 2020 PAYROLL
Paid Chk# 015323 CCP INDUSTRIES INC.	8/21/2020	\$371.51	CENTERFED TOWELS, SCRIMDRY TRA
Paid Chk# 015324 CENTURYLINK	8/21/2020	\$51.36	SERVICE 08/09/20 - 09/06/20
Paid Chk# 015325 LANDMARK SERVICES COOPER	8/21/2020	\$262.80	DIESEL
Paid Chk# 015326 WSI WATER	8/21/2020	\$1,671.42	POLYCLEAR
Paid Chk# 015327 MELISSA MATTHIAS	8/25/2020	\$82.16	CREDIT REFUND - OVER PYMT ON F
Total Checks		\$50,458.11	

Utilities

DATE: September 2, 2020

To: Mayor and Common Council

FROM: Jodie Olson

RE: Resolution Authorizing the Issuance and Sale of \$2,000,000 General Obligation Promissory Notes

BACKGROUND: You will find the attached draft resolution relating to the issuing and sale of \$2M in General Obligation Promissory Notes that we have been working on to cover the 2019 (\$650k) and 2020 capital projects. Brad Viegut from Baird will be present virtually to talk about the rates and final issuance.

RECOMMENDATION: Approve Resolution #20-15 Authorizing the Issuance and Sale of \$2,000,000 General Obligation Promissory Notes for 2019 & 2020 Street Projects.

RESOLUTION NO. 20-15

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
\$2,000,000 GENERAL OBLIGATION PROMISSORY NOTES

WHEREAS, on August 11, 2020, the Common Council of the City of Berlin, Green Lake and Waushara Counties, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution") providing for the sale of General Obligation Promissory Notes (the "Notes") for the public purpose of paying the cost of street improvements and other capital projects included in the City's budget (collectively, the "Project");

WHEREAS, the Common Council hereby finds and determines that the Project is within the City's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the City is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purpose; and

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of TWO MILLION DOLLARS (\$2,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, Notes aggregating the principal amount of TWO MILLION DOLLARS (\$2,000,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$2,000,000; shall be dated September 29, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service

Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on March 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2027 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the City shall direct.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2029 for the payments due in the years 2021 through 2030 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously

issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated September 29, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been

accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers

whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the Mayor and City Clerk or other appropriate officers of the City to enter a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The City shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the

Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded September 8, 2020.

Richard D. Schramer
Mayor

ATTEST:

Jodie Olson
City Clerk

(SEAL)

EXHIBIT A

Note Purchase Proposal

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on March 1, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, _____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]

EXHIBIT C

(Form of Note)

REGISTERED UNITED STATES OF AMERICA
STATE OF WISCONSIN DOLLARS
GREEN LAKE AND WAUSHARA COUNTIES
NO. R- CITY OF BERLIN \$
GENERAL OBLIGATION PROMISSORY NOTE

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, September 29, 2020 %

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS
(\$)

FOR VALUE RECEIVED, the City of Berlin, Green Lake and Waushara Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Associated Trust Company, National Association, Green Bay, Wisconsin (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$2,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of paying the cost of street improvements and other capital projects included in the City's budget, as authorized by a resolution adopted on September 8, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes maturing on March 1, 2028 and thereafter are subject to redemption prior to maturity, at the option of the City, on March 1, 2027 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

[The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution authorizing the issuance and sale of the Notes, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the City appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The

Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Berlin, Green Lake and Waushara Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF BERLIN
GREEN LAKE AND WAUSHARA COUNTIES,
WISCONSIN

By: _____
Richard D. Schramer
Mayor

(SEAL)

By: _____
Jodie Olson
City Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the City of Berlin, Green Lake and Waushara Counties, Wisconsin.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION,
GREEN BAY, WISCONSIN

By _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

DATE: September 2, 2020

To: Mayor and Common Council

FROM: Jodie Olson

**RE: 2020 Community Development Block Grant for Public Facilities (CDBG-PF)
Project Award**

BACKGROUND: Staff is excited to share with you that the City of Berlin CDBG application for grant funding for 2021 street projects has been approved. The City of Berlin has been awarded up to \$1,000,000 in CDBG-PF funds and \$1,200,000 in CDBG CLOSE funds for the Water Street and Park Avenue roadway and utility infrastructure improvements and Pedestrian Bridge reconstruction. The next step is to submit the required "Pre-Agreement Documents Submission", which includes the Award Acceptance, within 45 days. The award notification and requirements are attached for your review. We will include these projects in the 2021 capital budget.

RECOMMENDATION: Accept the 2020 Community Development Block Grant Award for Public Facilities (CDBG-PF) of \$1,000,000 and CDBG CLOSE funds grant award of \$1,200,000 for Water Street and Park Avenue Roadway and Utility Infrastructure Improvements and Pedestrian Bridge Reconstruction and authorize the appropriate signatures.



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary
Susan Brown, Division Administrator

August 21, 2020

The Honorable Richard D. Schramer, Mayor
City of Berlin
108 N. Capron Street
Berlin, WI 54923

RE: City of Berlin 2020 Community Development Block Grant for Public Facilities
(CDBG-PF) Project Award and Pre-Agreement Requirements

Dear Mayor Schramer:

Thank you for your recent Community Development Block Grant for Public Facilities (CDBG-PF) project proposal to make street and utility infrastructure improvements on Water Street and Park Avenue and reconstruct a pedestrian bridge. On behalf of Governor Tony Evers and Secretary Joel Brennan, I am pleased to inform you that the Wisconsin Department of Administration (DOA) will award up to \$1,000,000.00 in CDBG-PF funds and \$1,200,000.00 in CDBG CLOSE funds to the City of Berlin for this CDBG-PF project.

The U.S. Department of Housing and Urban Development (HUD) provides federal funding to states through the Community Development Block Grant (CDBG) program. Wisconsin uses this federal funding to provide affordable housing, suitable living environments, and expanded economic opportunities for persons with low and moderate incomes.

To ensure that your CDBG Application meets federal HUD regulations and program goals, the DOA Division of Energy, Housing and Community Resources (DEHCR) has reviewed and scored your Grant Application using the 2020 CDBG-PF competitive application criteria. A Scoring Summary sheet for the Grant Application submitted by the City is included on page 9 of this letter.

Information regarding CDBG requirements and the documentation that must be submitted to the Division prior to the Grant Agreement being executed and prior to construction starting are provided on pages 4-9 of this letter. The City has **forty-five (45) days** from the date of this letter to submit the items listed under "Pre-Agreement Documents Submission" on pages 5-8, including signing and returning the Acceptance of Award on page 3.

After the Division receives these items, the City will be contacted by the CDBG project representative assigned to your project to further discuss the terms and conditions of the CDBG-PF and CDBG CLOSE awards to help ensure the successful administration of this project under HUD guidelines. Certain compliance requirements must be met and the grant agreement must be executed **prior to** starting any construction for the project.

August 21, 2020
Page 2 of 9

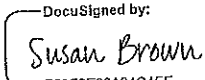
City of Berlin
CDBG-PF Award Amount: \$1,000,000.00
CDBG CLOSE Award: \$1,200,000.00

In an effort to maximize the exposure of your efforts and the positive impact of the CDBG Program, we respectfully request you delay any public announcement of your grant award until the State has an opportunity to publicly announce the grants awarded.

Again, congratulations and thank you for your efforts in helping our communities prosper and maintain a high quality of life for all Wisconsin residents.

Sincerely,

DocuSigned by:



F23F3E38A24C4FE...

Susan Brown, Administrator

Division of Energy, Housing and Community Resources

Enclosures: 8

cc: Senator Luther Olsen, Senate District 14, State of Wisconsin
Representative Joan Ballweg, Assembly District 41, State of Wisconsin
Jodie Olson, City Administrator/Clerk-Treasurer, City of Berlin
Tammy Hampton, Kunkel Engineering Group
David Pawlisch, Director, Bureau of Community Development, DEHCR
Kristine Haskin, Budget and Policy Analyst – Advanced, DEHCR
Angela Davis, Grants Specialist – Advanced, Bureau of Community Development, DEHCR

August 21, 2020
Page 3 of 9

City of Berlin
CDBG-PF Award Amount: \$1,000,000.00
CDBG CLOSE Award: \$1,200,000.00

ACCEPTANCE OF THE AWARD

This award letter represents the Department of Administration – Division of Energy, Housing and Community Resources' participation in the project. It can be accepted by signing below and returning this to the Division via email to Angela.Davis1@Wisconsin.gov.

AUTHORITY TO SIGN DOCUMENT: The persons signing this Acceptance on behalf of the Municipality certify and attest that the Municipality's respective Resolutions, and/or other related documents, give full and complete authority to bind the Municipality on whose behalf they are executing this document. The persons signing below also acknowledge that the specific provisions of this award letter are not binding upon the Division or the City of Berlin and that the Division may withdraw this award at any point for any reason.

ACKNOWLEDGEMENT

City of Berlin

Signature of Chief Elected Official

Date Signed

Printed Name of Chief Elected Official

Title of Chief Elected Official

Signature of Clerk

Date Signed

Printed Name of Clerk

Title of Clerk

August 21, 2020
Page 4 of 9

City of Berlin
CDBG-PF Award Amount: \$1,000,000.00
CDBG CLOSE Award: \$1,200,000.00

CDBG REQUIREMENTS AND PRE-AGREEMENT DOCUMENTS SUBMISSION

Specific procedures must be followed prior to undertaking CDBG activities. The Grantee must comply with applicable federal and state regulations and other grant requirements. Failure to comply with the regulations governing the CDBG program may result in this award being rescinded.

The CDBG-PF grant award of up to \$1,000,000.00 represents approximately 25.8% of the proposed project costs. Total costs for this project are estimated to be \$3,880,936.00. The City must contribute Match Funds in an amount that meets the match ratio of no less than \$1 Grantee Match funds for every \$2 CDBG funds expended for the project. The CDBG CLOSE grant award of \$1,200,000.00 will be counted as Match funds towards the project.

PROJECT ADMINISTRATOR TRAINING

All CDBG project administrators are required to attend implementation training sessions, as scheduled by the Division. Training information will be posted on the Bureau of Community Development website at: <https://doa.wi.gov/Pages/LocalGovtsGrants/TrainingAndTechnicalAssistance.aspx>. Current grantees will also receive email notices of scheduled trainings.

PROCUREMENT PROCESS

Regulations require each CDBG Grantee follow its local procurement policy. The City must use procurement procedures that comply with federal, state, and local regulations for purchases and contracts funded in whole or in part with CDBG dollars. The City's procurement policy must be submitted to and reviewed by the Division prior to the City receiving any funding. **The Division cannot release CDBG funds for contracted materials and services that have been improperly procured.**

Refer to Chapter 3 and Chapter 7 of the CDBG Implementation Handbook, available on the Bureau of Community Development's website at: <https://doa.wi.gov/Pages/LocalGovtsGrants/CDBGImplementationHandbook.aspx>, for procurement and contracting guidance. The City must adhere to competitive sealed bid requirements for public works construction contracts of more than \$25,000 under Wisconsin Statutes [§59.52(29) & (31); §60.47; §61.54-57; §62.15; and §66.0901]. Procurement through competitive proposal is most appropriate for engineering, grant administration, and related professional services. Grantees may choose to use simplified acquisition procedures for other services and goods that cost \$50,000 or less, per State CDBG policy. Records verifying that the appropriate procurement procedures were followed must be maintained in the City's CDBG project files.

August 21, 2020
Page 5 of 9

City of Berlin
CDBG-PF Award Amount: \$1,000,000.00
CDBG CLOSE Award: \$1,200,000.00

ENVIRONMENTAL REQUIREMENTS

An Environmental Review Record and the affiliated actions must be completed for the project and an Environmental Certification letter must be issued by the Division's Environmental Compliance Officer prior to construction activities beginning and prior to acquisition, if applicable to the project. Starting construction activities prior to meeting environmental compliance certification requirements will disqualify the project from CDBG funding eligibility. The environmental specifications for CDBG projects are provided in Chapter 4 of the CDBG Implementation Handbook.

ACQUISITION & RELOCATION

CDBG projects involving acquisition (of property and temporary and permanent easements) and/or relocation activities are subject to the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (i.e., URA) [49 CFR 24 and 24 CFR 42] and State of Wisconsin regulations [Ch. 32, Wisconsin Statutes, and Ch. Admin. 92]. Grantees must inform the Division upon determining acquisition and/or relocation is required for the project, and follow the requirements and guidance provided in Chapter 5 of the CDBG Implementation Handbook and on the Department of Administration Relocation Assistance webpage at <https://doa.wi.gov/Pages/AboutDOA/RelocationAssistance.aspx>. The Grant Agreement must be fully executed and the Environmental Review requirements must be met prior to the acquisition of property.

SEMI-ANNUAL & ANNUAL REPORTING

Semi-annual and annual reporting for the CDBG project is required. The City must submit the reports in accordance with Chapter 9 of the CDBG Implementation Handbook and the CDBG Grant Agreement. The 2020 PF Grantees that accept the CDBG award must submit a Single Audit Statement for calendar year 2020 no later than January 15, 2021, and submit semi-annual reporting documents as specified in the Handbook for the reporting period ending March 31, 2021, regardless of whether the CDBG Grant Agreement has or has not been fully executed by that time. The Grantee shall report all activities from the Award Date (i.e., the date of this letter) through the end of the reporting period ending March 31, 2021.

PRE-AGREEMENT DOCUMENTS SUBMISSION

All information provided in the CDBG Application is subject to further verification and review by the Division upon request. The Grant Agreement will be prepared and routed for signatures after the Division receives and approves the following pre-agreement documentation:

1. A signed Acceptance of Award (Acceptance form provided as page 3 of this letter).
2. A completed Revolving Loan Fund (RLF) Closeout Report and the return of all CDBG RLF receivables to DEHCR to finalize the closeout of the RLF, if these actions have not yet been completed, which establish the CDBG CLOSE funds as available to draw for the 2020 CDBG-PF project.

August 21, 2020
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City of Berlin
CDBG-PF Award Amount: \$1,000,000.00
CDBG CLOSE Award: \$1,200,000.00

3. A copy of the City of Berlin's procurement/purchasing related policy or policies (if multiple are applicable) with the local government's procedures and requirements for purchasing and contracting for goods and services.
4. A list of professional services contracts executed to date between the City and any third party firms for the CDBG project.
5. A completed Financial Management Contact Person form (attached with this letter).
6. A completed Depository Certification form (attached with this letter).
7. A completed Signature Certification form (attached with this letter).
8. A completed W-9 Form [Taxpayer Identification Number (TIN) Certification] (attached with this letter).
9. A completed DOA-6456 Authorization for Electronic Deposit form (attached with this letter) and accompanying bank documentation specified on the form. If the City would like to receive a paper check instead of having CDBG funds deposited electronically, contact your assigned DEHCR Program Representative to obtain the appropriate form.
10. A completed DOA-6460 New Supplier form (attached with this letter) only if the bank account that will be used for the deposit and disbursement of CDBG funds is a new account that has not yet been registered with the State. *CDBG funds must be deposited into a separate non-interest bearing account or a non-interest bearing account that has a separate account register to track and view CDBG funding deposits and disbursements separately from all other transactions.*
11. If the CDBG funding will be deposited into a separate account, provide an email from the municipal clerk or treasurer verifying that the account will be used *exclusively* for the 2020 CDBG-PF project and no other State funds are to be deposited into this account.
12. Documentation verifying that the City currently has an **active registration status with a registered DUNS** on the federal System for Award Management (SAM) at <https://sam.gov/SAM>. If the City's SAM.gov registration has expired or will expire prior to the execution of the Grant Agreement, then the City must re-activate the registration on SAM.gov and provide a copy showing the updated status to the Division.

Alerts Regarding SAM.gov Registration:

- If the City is not registered or has an inactive/expired registration on SAM.gov, then the Division strongly advises the City to complete the registration process or re-activation process (if applicable) **immediately** to avoid delays in executing the CDBG Grant Agreement. Some grantees have experienced significant delays in registration and re-activation approvals in the past.

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City of Berlin
CDBG-PF Award Amount: \$1,000,000.00
CDBG CLOSE Award: \$1,200,000.00

- Records generated from websites other than the *official* SAM.gov website at <https://sam.gov/SAM> or emails from entities other than SAM.gov and the Federal Service Desk (which manages SAM.gov) at <https://www.fsd.gov/fsd-gov/> will **not** be accepted. Third-party entities have websites that display SAM information but are not the *official* SAM.gov website.
 - Third-party entities may offer services for a fee to municipalities to assist with registering on SAM.gov. However, there is no fee or charge from <https://sam.gov/SAM> for registration. Municipalities and other entities may self-register on SAM.gov without third-party assistance and registration on the system is **FREE**. Refer to the "HELP" section on SAM.gov for guidance resources and contact the Federal Service Desk (contact information available at <https://www.fsd.gov/fsd-gov/>) as needed for guidance on registering on the SAM.gov.
13. An updated project budget, reflecting the CDBG award and any changes to funding or projected costs, if applicable, using the budget form previously provided with the CDBG Application materials (also attached with this letter).
 14. If not already provided in the CDBG Application, documentation verifying that 100% of Match funds for the project have been *secured*. Applicants that received a Match score of 40 points (refer to the Scoring Summary sheet included with this letter) do not need to submit any additional documentation. Documentation of match funds *secured* may include copies of signed award letters, signed loan paperwork, bank account statements, or similar items. (Note: A resolution to commit funds is **not** verification that the funds are secured and available to use for the CDBG project. Items previously submitted with the City's CDBG Application do not need to be resubmitted.)
 15. An itemized, bullet-pointed list of all construction activities and project deliverables to be included in the Scope of Work in the CDBG Grant Agreement, based on the description of the project in the City's CDBG Application.
 16. An updated project timeline with the projected construction bidding date(s) and construction start and end dates. Construction must begin no later than July 1, 2021 and end no later than October 31, 2022. Grantees must contact their assigned DEHCR Project Representative to request any exceptions.
 17. A completed Service Area Demographic Profile Form (attached with this letter) *if* the data for *all* beneficiaries of the City's project were not previously submitted to DEHCR with an Income Survey Packet. Provide the race and ethnicity demographic data for all beneficiaries of the CDBG project. The total number of beneficiaries must equal the number of beneficiaries listed in the CDBG Application (Part 4) without any duplication of persons. If the demographic data are unknown, it is acceptable to estimate the data using U.S. Census 2014-2018 American Community Survey 5-Year Estimates (at

August 21, 2020
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City of Berlin
CDBG-PF Award Amount: \$1,000,000.00
CDBG CLOSE Award: \$1,200,000.00

<https://data.census.gov/cedsci/> for the local government [calculating and applying percentages from the local government's total community population data to the beneficiary population].

18. Additional items as applicable. Contact your assigned CDBG project representative in DEHCR to determine if any additional items from the CDBG Application require follow-up or additional submissions prior to executing the Grant Agreement.

Please respond with the documentation listed in the "Pre-Agreement Documents Submission" section within **forty-five (45) days** from the date of this letter. Requested information should be submitted to the Division via email to Angela.Davis1@Wisconsin.gov.

PRE-CONSTRUCTION DOCUMENTS:

The following documents are required **prior to the start** of any construction and the Division's disbursement of CDBG funds for the CDBG project:

- A fully executed CDBG Grant Agreement between the Division and the City of Berlin (signed by all parties).
- A completed Environmental Review Record (including an Environmental Assessment, if required) *and* issuance of the Environmental Certification letter from the Division's Environmental Compliance Officer.
- Submission of required documents, as listed in the Grant Agreement Time Table, for verifying compliance with applicable federal labor standards and Federal Davis-Bacon Wage Rates for any construction funded in whole or in part with CDBG funds. An overview of the Davis-Bacon federal labor standards and requirements is provided in Chapter 7 of the CDBG Implementation Handbook.
- Copy of the executed contract between the City and the grant administration services provider *if* the City has contracted with another party for grant administration services.
- Copies of the competitive procurement solicitation documents (in compliance with federal and state CDBG requirements, e.g., the Request for Proposals [RFP] and the advertisement for the RFP) for grant administration services *if* the City has contracted with another party for grant administration services that will be funded in whole or in part with CDBG funds; *OR* copies of other documentation verifying the City followed your local procurement policy in selecting and contracting with the grant administration services provider *if* the City is *not* using CDBG funds to cover any costs for this activity.

Please contact your assigned CDBG project representative, Angela Davis, Grants Specialist – Advanced, at Angela.Davis1@Wisconsin.gov if you have any questions or concerns. We congratulate the City of Berlin on this 2020 grant award and we look forward to working with you to ensure successful completion of your CDBG Public Facilities project.

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City of Berlin
CDBG-PF Award Amount: \$1,000,000.00
CDBG CLOSE Award: \$1,200,000.00

2020 Community Development Block Grant for Public Facilities (CDBG-PF) Project Application Scoring Summary

Applicant / Unit of General Local Government (UGLG):	City of Berlin
Wisconsin County:	Green Lake County
Project Title:	Water Street and Park Avenue Roadway and Utility Infrastructure Improvements and Pedestrian Bridge Reconstruction
Project Start Date:	Construction starting no later than July 1, 2021
Project End Date:	Construction ending no later than October 31, 2022; Project Completion Report and Final CDBG Payment Request submission to DEHCR due no later than December 31, 2022
National Objective:	Meets LMI National Objective.
Total # of Beneficiaries	5,375
Total # of LMI Beneficiaries	2,765
LMI %	51.44%
Estimated Total Project Cost:	\$3,880,936.00
CDBG-PF Funding Amount Requested:	\$1,000,000.00
CDBG CLOSE Funding Amount Requested:	\$1,200,000.00
CDBG-PF Funding Amount Awarded:	\$1,000,000.00
CDBG CLOSE Funding Amount Awarded:	\$1,200,000.00

	Score:	Comments:
Project Need (0 – 100 points):	43	
Community Distress (70 points possible):		Tax Rate based on the rate for Berlin in Waushara Co. (0.02445).
Median Household Income (0 – 40 points):	20	
Per Capita Property Value (0 – 15 points):	15	
Local Property Tax Rate (0 – 15 points):	13	
Financial Need (30 points possible):		
General Obligation (G.O.) Debt (0 – 30 points):	N/A	
Water and Sewer Rates (0 – 30 points):	10	
Planning (10 points possible):	4	
Matching Funds (0 – 40 points):	40	100% Match Committed & Secured.
TOTAL (250 points possible):	145	
Grant Award Recommendation:	Award (if funds available)	

CITY OF BERLIN
BOARD, COMMITTEE, COMMISSION & COMMON COUNCIL
APPLICATION FORM

Name: Janet Broesch

Address: 217 E Park Avenue

Phone: Day: 312-218-3878 Evening: 312-218-3878

E-mail address: janet.broesch@gmail.com

City residency is required for appointment to a City board, committee or commission. Other eligibility requirements may also exist.

Area of Interest:

- | | |
|--|--|
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Oakwood Cemetery Board |
| <input type="checkbox"/> Parks & Recreation Commission | <input type="checkbox"/> Committee On Aging |
| <input type="checkbox"/> Plan Commission | <input type="checkbox"/> Common Council Vacancy, Ward #___ |
| <input type="checkbox"/> Police & Fire Commission | <input type="checkbox"/> Community Development Authority |
| <input type="checkbox"/> Water & Sewer Commission | <input type="checkbox"/> Housing Task Force |
| <input type="checkbox"/> Zoning Board of Appeals | <input type="checkbox"/> Library Board |
| <input checked="" type="checkbox"/> Other: Tourism Board | |

Applicant Questions (attach additional sheets if necessary)

1. Do you have any issues with attending meetings at the specified times? (See Meeting Schedule)
No

2. Please indicate why you are interested in serving on any of the above Board, Committee or Commission: I own The House on Park, a B&B in Berlin, and I pay room tax. I'd like to be a part of a group that helps to determine how to use that money to bring more tourism to town.

3. What knowledge, experience, or abilities do you have that would make you an effective board member: I've been a graphic designer working in Advertising and Marketing for 30 plus years. I'm well-traveled, I know what kinds of small towns I've loved to visit and believe that Berlin has all the makings of a great little Wisconsin small town gem.

4. Please provide any additional information for consideration: When I first came to Berlin I joined the Berlin Chamber of Commerce to get to know more about the city and to meet people. I also am a partner in The Art Bar, a business that will also benefit from more tourism to the area, and we believe an additional unique draw for our town.

CITY OF BERLIN
BOARD, COMMITTEE, COMMISSION & COMMON COUNCIL
APPLICATION FORM

Name: Alexandra Rogers

Address: 113 S Church St

Phone: Day 920-290-1400 Evening same

E-mail address:
andirog@cheerful.com

City residency is required for appointment to a City board, committee or commission. Other eligibility requirements may also exist.

Area of Interest:

- | | |
|--|---|
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Oakwood Cemetery Board |
| <input type="checkbox"/> Parks & Recreation Commission | <input type="checkbox"/> Committee On Aging |
| <input type="checkbox"/> Plan Commission | <input type="checkbox"/> Common Council Vacancy, Ward # <u> </u> |
| <input type="checkbox"/> Police & Fire Commission | <input type="checkbox"/> Community Development Authority |
| <input type="checkbox"/> Water & Sewer Commission | <input type="checkbox"/> Housing Task Force |
| <input type="checkbox"/> Zoning Board of Appeals | <input type="checkbox"/> Library Board |
| <input checked="" type="checkbox"/> Other <input type="checkbox"/> Tourism Board <u> </u> | |

Applicant Questions (attach additional sheets if necessary)

1. Do you have any issues with attending meetings at the specified times? (See Meeting Schedule)
 Tuesday and Friday nights are bad times. There is not a time listed for the Tourism Board currently

2. Please indicate why you are interested in serving on any of the above Board, Committee or Commission: interested in becoming more involved in the community

3. What knowledge, experience, or abilities do you have that would make you an effective board member: project management and team participation at my day job. Experience with issue review and discussion leading to resolution

4. Please provide any additional information for consideration: _____

CITY OF BERLIN
BOARD, COMMITTEE, COMMISSION & COMMON COUNCIL
APPLICATION FORM

Name

MARY KUBIAK

Address

133 S. STATE STREET

Phone: Day

920-290-3022

Evening

SAME

E-mail address:

MEKUBIAK@ICLOUD.COM

City residency is required for appointment to a City board, committee or commission. Other eligibility requirements may also exist.

Area of Interest:

☐ Board of Review

☐ Parks & Recreation Commission

☐ Plan Commission

☐ Police & Fire Commission

☐ Water & Sewer Commission

☐ Zoning Board of Appeals

☒ Other TOURISM COMM

☐ Oakwood Cemetery Board

☐ Committee On Aging

☐ Common Council Vacancy, Ward #

☐ Community Development Authority

☐ Housing Task Force

☐ Library Board

Applicant Questions (attach additional sheets if necessary)

1. Do you have any issues with attending meetings at the specified times? (See Meeting Schedule)

NONE

2. Please indicate why you are interested in serving on any of the above Board, Committee or Commission:

STRONG INVOLVEMENT IN COMMUNITY,
ESPECIALLY IN PROMOTING OUR CITY.

3. What knowledge, experience, or abilities do you have that would make you an effective board member:

STRONG COMMITMENT TO CITY AS SHOWN
PAST & CURRENT INVOLVEMENT TO PROMOTE
BERLIN GREEN LAKE COUNTY.

Please provide any additional information for consideration:

CITY OF BERLIN MEETING SCHEDULE

Board of Review

CITY OF BERLIN
BOARD, COMMITTEE, COMMISSION & COMMON COUNCIL
APPLICATION FORM

Name: MICHELLE OMICHINSKI

Address: 134 PIERCE ST. BERLIN, WI 54923

Phone: Day 312-802-9509 Evening 312-802-9509

E-mail address: djmao2504@yahoo.com

City residency is required for appointment to a City board, committee or commission. Other eligibility requirements may also exist.

Area of Interest:

- | | |
|--|---|
| <input type="checkbox"/> Board of Review | <input type="checkbox"/> Oakwood Cemetery Board |
| <input type="checkbox"/> Parks & Recreation Commission | <input type="checkbox"/> Committee On Aging |
| <input type="checkbox"/> Plan Commission | <input type="checkbox"/> Common Council Vacancy, Ward # <u> </u> |
| <input type="checkbox"/> Police & Fire Commission | <input type="checkbox"/> Community Development Authority |
| <input type="checkbox"/> Water & Sewer Commission | <input type="checkbox"/> Housing Task Force |
| <input type="checkbox"/> Zoning Board of Appeals | <input type="checkbox"/> Library Board |
| <input checked="" type="checkbox"/> Other <u>Tourism Board</u> | |

Applicant Questions (attach additional sheets if necessary)

1. Do you have any issues with attending meetings at the specified times? (See Meeting Schedule)

No

2. Please indicate why you are interested in serving on any of the above Board, Committee or Commission:

As a business owner in Berlin, I would love to give my time and talents to help Berlin become a vibrant small town again.

3. What knowledge, experience, or abilities do you have that would make you an effective board member:

I worked in Marketing and Sales Promotion in Chicago for 30+ years. I've traveled for work and pleasure and have always loved small towns and their unique personalities

4. Please provide any additional information for consideration:

AN ORDINANCE AMENDING THE NUMBER OF ELECTION OFFICIALS AND
ESTABLISHING SPLIT SHIFTS FOR ELECTION OFFICIALS

The Common Council of the City of Berlin do ordain as follows:

Sec. 2-3 of the City of Berlin Code of Ordinance shall be amended as follows:

Sec. 2-3. - Appointment of election officials.

Pursuant to the city's authority under Wis. Stat. § 7.32 to change the number of election officials notwithstanding Wis. Stat. § 7.30(1)(a), there shall be a minimum of five-three inspectors in the city for each polling place at each election held under Wis. Stats. chs. 5—12, and a minimum of seven inspectors for each polling place for presidential elections. When voting machines are used, the number of inspectors may be reduced to five. At the discretion of the city clerk-treasurer, the requisite number of election officials may be increased for any election. However, the number of election officials working at a given election shall always be an odd number. Inspectors and alternate inspectors shall be appointed as provided in Wis. Stats. § 7.30, and there may be appointed 2 or more sets of officials to work at different times on election day. The city clerk-treasurer may establish different working hours for different officials assigned to the same polling place. Alternate officials shall be appointed in a number sufficient to maintain adequate staffing of polling places.

This ordinance has received approval of two-thirds of this Common Council pursuant to Wis. Stats. §66.0101(2). Further, pursuant to Wis. Stats. §66.0101(5), this ordinance shall not take effect until 60 days after its passage and publication. If within the 60-day period a petition conforming to the requirements of Wis. Stats. §8.40 and signed by a number of electors of the city equal to not less than 7% of the votes cast in the city for governor at the last general election is filed in the office of the City Clerk/Treasurer demanding that the ordinance be submitted to a vote of the electors, it may not take effect until it is submitted to a referendum and approved by a majority of the electors voting in the referendum. The petition and the proceedings for its submission are governed by Wis. Stats. §9.20(2) and (6). Further, the City Clerk/Treasurer shall, once this ordinance becomes effective as described hereunder, file a certified copy of this ordinance with the secretary of state.

The numeric section numbers and headings of any portions of the Code of Ordinances affected by this Ordinance 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 _____, 2020.

ROLL CALL VOTE:

CITY OF BERLIN

____ AYES
____ NAYS
____ ABSENT

BY: _____
Richard D. Schramer, Mayor

APPROVED AS TO FORM:

ATTEST: _____
Jodie Olson, City Clerk

Matthew G. Chier, City Attorney



RESOLUTION #20-14

A RESOLUTION AUTHORIZING 2020 BUDGET ADJUSTMENT FOR PURCHASE OF POLICE DEPARTMENT PORTABLE RADIOS

WHEREAS the Police Department portable radios were purchased in 2011 and the current support for the current police portable radios is ending before the end of 2020; and

WHEREAS, the police portable radios will cost approximately \$30,000 and the City had previously set aside \$18,000 for this purchase leaving a balance of \$12,000;

IT IS HEREBY RESOLVED that the 2020 Budget shall be amended as follows:

10-59-90000-390 Contingency Fund	\$12,000 CR
10-59-20500-395 Transfer to Fund 15	\$12,000 DR
15-49-20003 Transfer from General Fund	\$12,000 CR
15-57-21000-865 Police Equipment	\$12,000 DR

Passed, approved and adopted this 8th day of September, 2020.

ROLL CALL VOTE:

CITY OF BERLIN

_____ AYES

BY: _____
Richard D. Schramer, Mayor

_____ NAYS

_____ ABSENT

APPROVED AS TO FORM:

ATTEST: _____
Jodie Olson
Administrator, Clerk/Treasurer

Matthew G. Chier
City Attorney

