

AGENDA
COMMON COUNCIL MEETING
TUESDAY, MAY 11, 2021 7:00 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE
<https://us02web.zoom.us/j/89160204123>
1 312 626 6799 US TOLL-FREE
Meeting ID: 891 6020 4123

1. Call to order/Roll Call
2. Seat Virtual Attendees (if necessary)
3. 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.

4. Waive the reading of ordinances and resolutions. RECOMMENDATION: Waive the reading of all ordinances and resolutions adopted at this meeting.
5. 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.
6. Minutes from the April 13, 19 & 20, 2021 Common Council Meetings.
RECOMMENDATION: Approve the minutes.
7. Property Issues at 107 W. Huron Street. RECOMMENDATION: Accept Committee of the Whole recommendation to place a raze or repair order on 107 W. Huron Street.
8. CDBG-CV Microenterprise Business Grants. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve the CDBG-CV Microenterprise Business Grant Application Process and Application Form as presented.
9. Creation of City Wildlife Area Ordinance. RECOMMENDATION: Accept Plan Commission recommendation to approve and adopt Ordinance #08-21 Creating and Rezoning Properties to City Wildlife Area (CWA).
10. Amendment to Accessory Structure Ordinance. RECOMMENDATION: Accept Plan Commission recommendation to approve Ordinance #09-21 Amendment to Accessory Structure.

11. Oakwood Cemetery Arch Repairs. RECOMMENDATION: Accept the Oakwood Cemetery Board recommendation to use cemetery bequest funds to make the necessary repairs to the arch utilizing Knock Out Building Restoration at a cost of \$6,100.

12. Bills List. RECOMMENDATION: Approve the list of bills for payment.

END OF CONSENT AGENDA

13. Presentation of 2020 Audit. RECOMMENDATION: Listen to auditor presentation of 2020 audit, accept audit and place on file.

14. CDBG-CV Grant Subaward Agreement. RECOMMENDATION: Approve Agreement Between the State of Wisconsin Department of Administration and City of Berlin for \$160,999 and authorize the appropriate signatures.

15. Special Event Street Use Permit. RECOMMENDATION: Approve the Special Event permit for the Berlin Farmers Market for the 2021 season (June 1-September 28) including requested street closures.

16. Oakwood Cemetery Board Resignation. RECOMMENDATION: Accept the resignation of Carol Frank from the Oakwood Cemetery Board.

17. Police & Fire Commission Appointment. RECOMMENDATION: Accept the mayoral appointment of Curt Olson to the Police & Fire Commission for term expiring May 1, 2026.

18. 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.)

19. New Business (To be used to request items of new business be put on a future agenda)

20. Public Appearances.

21. Adjourn.

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

CITY OF BERLIN -- OFFICE OF THE TREASURER

CITY TREASURER REPORT PERIOD ENDING 4/30/2021

FUNDS	BEGINNING BALANCE	ADJ/ VOIDS	RECEIPTS	DISBURSEMENTS	OUTSTANDING CHECKS	BANK BALANCE	INVESTMENTS	TOTAL W/ INVESTMENTS
GENERAL CITY	\$ 2,314,693.38		\$ 1,026,526.79	\$ (642,321.78)	\$ 20,312.71	\$ 2,719,211.10	\$ 2,100,000.00	\$ 4,819,211.10
TAX COLLECTION ACCOUNT	\$ 494,436.13		\$ -	\$ (494,126.27)	\$ 190.14	\$ 500.00	\$ -	\$ 500.00
CAPITAL PROJECT BORROWING	\$ 481,912.78			\$ -	\$ -	\$ 481,912.78	\$ -	\$ 481,912.78
EMS ACCOUNT	\$ 177,594.56		\$ 51,613.47	\$ (170,035.00)		\$ 59,173.03	\$ -	\$ 59,173.03
WATER & SEWER CHECKING	\$ 994,273.80		\$ 223,332.51	\$ (303,209.66)	\$ 49,780.04	\$ 964,176.69		\$ 964,176.69
SEWER EQUIP REPLACEMENT FUND	\$ 83,851.45		\$ 78,012.90			\$ 161,864.35	\$ 1,255,000.00	\$ 1,416,864.35
WATER UTILITY							\$ 3,708,807.66	\$ 3,708,807.66
SEWER UTILITY							\$ 1,985,572.55	\$ 1,985,572.55
TOTAL OF ALL FUNDS	\$ 4,546,762.10	\$ -	\$ 1,379,485.67	\$ (1,609,692.71)	\$ 70,282.89	\$ 4,386,837.95	\$ 9,049,380.21	\$ 13,436,218.16

SUBMITTED BY: JODIE OLSON, CITY TREASURER

CITY OF BERLIN BUILDING REPORT April 2021

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	\$120,200.00	\$674.18	2	435,200.00	1,510.72	1	332,000.00	1,553.60
Multi-Family Residence				0	0.00	0.00	2	540,000.00	2,973.20
Residential Alteration	10	\$73,081.00	\$698.90	18	199,033.35	1,342.78	0	0.00	0.00
Residential Addition				0	0.00	0.00	0	0.00	0.00
Residential Garage				0	0.00	0.00	14	176,035.00	1,080.85
Residential Garage Alteration				0	0.00	0.00	0	0.00	0.00
Commercial				0	0.00	0.00	4	111,725.00	804.00
Commercial Alteration				4	637,191.00	3,917.05	0	0.00	0.00
Commercial Addition				0	0.00	0.00	0	0.00	0.00
Signs	1	\$30,000.00	\$567.63	6	103,150.00	1,897.29	3	6,099.00	186.76
Miscellaneous	2	\$5,200.00	\$100.00	3	5,200.00	200.00	8	14,100.00	400.00
Demolition	1	\$10,000.00	\$100.00	4	14,382.00	500.00	1	6,000.00	100.00
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	1	\$3,000.00	\$50.00	1	3,000.00	50.00	1	1,000.00	50.00
Trailer Homes				0	0.00	0.00	0	0.00	0.00
Total Building Permits	16	\$241,481.00	\$2,190.71	38	1,397,156.35	9,417.84	34	1,186,959.00	7,148.41
Commercial Plan Approval				0	0.00	0.00	0	0.00	0.00
Plumbing Permits	4	\$46,000.00	\$233.62	10	132,367.00	940.46	13	97,812.00	627.79
Electrical Permits	7	\$28,600.00	\$431.14	14	135,904.00	1,547.47	10	51,220.00	411.60
Heating Permits	1	\$8,800.00	\$103.62	7	44,012.00	572.59	10	131,637.00	986.00
				0	0.00	0.00	0	0.00	0.00
Total Permit Fees	28	\$324,881.00	\$2,959.09	69	1,709,439.35	12,478.36	67	1,467,628.00	9,173.80

City of Berlin
COVID-19 Microenterprise Business Grant Program
Community Development Block Grant Coronavirus (CDBG-CV)

INTRODUCTION

The COVID-19 Microenterprise Program has been established through the CDBG-CV to assist small business owners -operators with low and moderate income households or low and moderate income employees due to the economic impact of the coronavirus pandemic with five or fewer employees. This program is offered in partnership with City of Berlin and Berlin Community Development Corporation (BCDC). BCDC will administer the program.

ELIGIBLE APPLICANTS

Businesses that can demonstrate the negative economic impact that the coronavirus has had on their business within the City of Berlin are eligible for up to \$2,500 grant. All grants will be awarded to eligible applicants while funds are available. No application will be reviewed or presented for approval on behalf of an individual or entity that is delinquent in their Municipal or County Property Taxes or Water Utility Bills.

All eligible applicants must meet the definition of a microenterprise as outlined by HUD in 24 CFR 570.201 (o)3 and have a low or moderate income household. For the purposes of this program:

- A microenterprise is defined as a commercial enterprise that has five or fewer employees, one or more of whom owns the enterprise and is the applicant;
- Owner(s) must qualify as low-or moderate income household, if multiple owners at least 51% must be LMI. If owner(s) are not low or moderate income, the business can qualify if 51% of employees are low or moderate income.
- Eligible applicants must have a registered business address in the City Berlin jurisdictional boundaries and must have a physical storefront or location.
- Eligible applicants will represent locally owned businesses.
- Home occupations are not eligible.
- Non-profit organizations are not eligible.

ELIGIBLE ACTIVITIES

Funds can be used to prevent, prepare for and respond to the coronavirus from March 25th, 2019 to current. Construction and/or physical improvements to the property are prohibited. Applicants will be required to proof of expenditure such as revenue impact, PPE, payroll expense (exclude payroll taxes), etc. Funds cannot duplicate benefits that were provided through public funding such as We're All in Grant, SBA PPP, etc.

PROCESS

1. Applications are to be submitted to BCDC.
2. Completed applications are reviewed on a monthly basis by BCDC.
3. Once application is approved, business will sign grant agreement.
4. City will request the grant funds from ÇDBG (30 days)
5. Grant will be mailed to the business within three days after receiving the funds from CDBG.

CITY OF BERLIN
COVID-19 MICROENTERPRISE BUSINESS GRANT APPLICATION

BUSINESS INFORMATION		
Name of Business:		
Business Address:		
Mailing Address:		
City:	State:	Zip Code:
Phone:	Email:	
FEIN:	DUNS:	
Current number of employees at time of application:		
Is the business owner or entity delinquent on Municipal or County Property taxes or Water Utility Bill?		
Business Type: LLC Partnership Sole Proprietor Other:		

OWNER INFORMATION		
Owner Name(s)		
Mailing Address:		
City:	State:	Zip Code:
Phone:	Email:	

PROPOSED USES OF FUNDS	
Amount of Request	USE
\$	Payroll Expenses
\$	PPE
\$	Utilities
\$	Rent/ Mortgage
\$	Other:
\$	Total Grant Request (up to \$2,500)

EMERGENCY NEED

Please specify below how your business has been impacted by COVID-19 and the need for the funding assistance. Provide proof of expenditures such as revenue impact, PPE, payroll expenses.

APPLICANT STATEMENT: I hereby certify that the information on this form is complete and accurate. I understand that the information provided may be subject to further verification by the City of Berlin, or the US Department of Housing and Urban Development. If necessary, I will provide the information required to verify this data (e.g. payroll records, tax filings, bank account statements, etc.). I, therefore, authorize such verification, and I will provide the supporting documentation, if necessary.

SIGNATURE: _____ Date: _____

Name (print): _____

Title (print): _____

SIGNATURE: _____ Date: _____

Name (print): _____

Title (print): _____

SIGNATURE: _____ Date: _____

Name (print): _____

Title (print): _____

Provide signature(s), printed name(s), and title(s) of additional owners on separate page (if applicable).

Submit copies of documents if applicable:	
	Microenterprise Business Grant Application
	Appendix A (Documentation of Other Assistance Received)
	Appendix B (Owner(s) Self-Certification form)
	Appendix C (Employee(s) Self-Certification Form) (if needed)
	Proof of expenditures

Appendix A



COMMUNITY DEVELOPMENT BLOCK GRANT – CORONAVIRUS MICROENTERPRISE PROGRAM
BUREAU OF COMMUNITY DEVELOPMENT
101 EAST WILSON STREET
MADISON, WISCONSIN, 53707

Documentation of Other Assistance Received

(Please include the source of assistance, what the assistance was used for and dollar amount received)

1.	\$
2.	\$
3.	\$

APPLICANT CERTIFICATION: Certify that all the information in the certification above is true, to the best of your knowledge. By signing this certification to verify the information contained, the applicant authorizes the State or any of its duly authorized representatives herein to verify any of the statements below.

I/We understand the information provided above is collected to determine if I/we are eligible to receive assistance under the Community Development Block Grant Disaster Recovery Program for the disaster.

I/We hereby certify that all the information provided herein is true and correct.

I/We understand that providing false statements or information is grounds for termination of CDBG assistance and is punishable under federal law.

I/We authorize the above-referenced Subrecipient and any of its duly authorized representatives to verify all information provided in this application.

I/We understand that additional information will likely be required for moving forward with the CDBG-CV program.

I/We understand that I must repay any assistance received, from any other source, for the same purpose for which the CDBG-CV funds were provided

Signature of Applicant:

Date

Signature of Co-Applicant:

Date

Warning:

Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government.

Instructions

Documentation of Other Assistance Received

Assistance provided under the State of Wisconsin's Community Development Block Grant – Coronavirus (CDBG-CV) Program may not exceed an unmet need. All CDBG-CV microenterprise applicants are required list all other sources of financial assistance received (local, state, federal, and private sources) since the start of the pandemic. Each applicant must complete the Documentation of Other Assistance Received form.

Appendix B

**2021 WAUSHARA COUNTY
STATE OF WISCONSIN
CORONAVIRUS (CV) GRANT PROGRAM
MICROENTERPRISE OWNER SELF CERTIFICATION**

UGLG Name: _____

Business Name: _____

Dear Microenterprise Owner:

(Enter CV Grantee Name) is collecting the following information as a requirement of the U.S. Housing and Urban Development's (HUD) Coronavirus (CV) Grant program. To meet federal regulations, (Enter CV Grantee Name) is required to collect statistical data on your family income and race/ethnicity. This information is reported to HUD and eventually used by the U.S. Congress to measure the effectiveness of the CV Grant program. Your name and personal information will be kept private, and your income and race information only shared with the federal government anonymously. ***It is only through your cooperation that your community can benefit from this federal program.***

INSTRUCTIONS:

Please answer questions 1, 2, and 3, then sign and date the form certifying the information is correct. Your information can only be accepted if the form is completed in full.

- 1) Please indicate your current family income in the following table. "Family" means all related persons in your household.

Please Circle # of Persons in your Family	FAMILY INCOME CATEGORY			
	Please check your family income in the same row as the number of persons in your family.			
	A	B	C	D
1	_____ \$0 - \$15,100	_____ \$15,101 - \$25,150	_____ \$25,151 - \$40,250	_____ Greater than \$40,250
2	_____ \$0 - \$17,420	_____ \$17,421 - \$28,750	_____ \$28,751 - \$46,000	_____ Greater than \$46,000
3	_____ \$0 - \$21,960	_____ \$21,961 - \$32,350	_____ \$32,351 - \$51,750	_____ Greater than \$51,750
4	_____ \$0 - \$26,500	_____ \$26,501 - \$35,900	_____ \$35,901 - \$57,450	_____ Greater than \$57,450
5	_____ \$0 - \$31,040	_____ \$31,041 - \$38,800	_____ \$38,801 - \$62,050	_____ Greater than \$62,050
6	_____ \$0 - \$35,580	_____ \$35,581 - \$41,650	_____ \$41,651 - \$66,650	_____ Greater than \$66,650
7	_____ \$0 - \$40,120	_____ \$40,121 - \$44,550	_____ \$44,551 - \$71,250	_____ Greater than \$71,250
8 or more	_____ \$0 - \$44,660	_____ \$44,661 - \$47,400	_____ \$47,401 - \$75,850	_____ Greater than \$75,850

Source: 2021 HUD low-moderate income level limits for Waushara County

- 2) Please check the box(es) that identify your race.

Single Race:

- ☐ White
☐ Black/African American
☐ Asian
☐ American Indian/Alaskan Native
☐ Native Hawaiian/Other Pacific Islander
☐ Other

Multi-Racial Identifiers:

- ☐ American Indian/Alaskan Native and White
☐ Asian and White
☐ Black/African American and White
☐ American Indian/Alaskan Native and African/American
☐ Other Multi-Racial

- 3) Please answer these questions:

- Do you consider yourself as being of Hispanic ethnicity? ☐ Yes ☐ No
 Are you a female head of household? ☐ Yes ☐ No

I certify that the information provided above is correct to the best of my knowledge

Printed Name _____

Signature _____

Date / /

Appendix B

**2021 GREEN LAKE COUNTY
STATE OF WISCONSIN
CORONAVIRUS (CV) GRANT PROGRAM
MICROENTERPRISE OWNER SELF CERTIFICATION**

UGLG Name: _____
Business Name: _____

Dear Microenterprise Owner:

(Enter CV Grantee Name) is collecting the following information as a requirement of the U.S. Housing and Urban Development's (HUD) Coronavirus (CV) Grant program. To meet federal regulations, (Enter CV Grantee Name) is required to collect statistical data on your family income and race/ethnicity. This information is reported to HUD and eventually used by the U.S. Congress to measure the effectiveness of the CV Grant program. Your name and personal information will be kept private, and your income and race information only shared with the federal government anonymously. ***It is only through your cooperation that your community can benefit from this federal program.***

INSTRUCTIONS:

Please answer questions 1, 2, and 3, then sign and date the form certifying the information is correct. Your information can only be accepted if the form is completed in full.

1) Please indicate your current family income in the following table. "Family" means all related persons in your household.

Please Circle # of Persons in your Family	FAMILY INCOME CATEGORY			
	Please check your family income in the same row as the number of persons in your family.			
	A	B	C	D
1	____ \$0 - \$15,100	____ \$15,101 - \$25,150	____ \$25,151 - \$40,250	____ Greater than \$40,250
2	____ \$0 - \$17,420	____ \$17,421 - \$28,750	____ \$28,751 - \$46,000	____ Greater than \$46,000
3	____ \$0 - \$21,960	____ \$21,961 - \$32,350	____ \$32,351 - \$51,750	____ Greater than \$51,750
4	____ \$0 - \$26,500	____ \$26,501 - \$35,900	____ \$35,901 - \$57,450	____ Greater than \$57,450
5	____ \$0 - \$31,040	____ \$31,041 - \$38,800	____ \$38,801 - \$62,050	____ Greater than \$62,050
6	____ \$0 - \$35,580	____ \$35,581 - \$41,650	____ \$41,651 - \$66,650	____ Greater than \$66,650
7	____ \$0 - \$40,120	____ \$40,121 - \$44,550	____ \$44,551 - \$71,250	____ Greater than \$71,250
8 or more	____ \$0 - \$44,660	____ \$44,661 - \$47,400	____ \$47,401 - \$75,850	____ Greater than \$75,850

Source: 2021 HUD low-moderate income level limits for Green Lake County

2) Please check the box(es) that identify your race.

Single Race:

- ☐ White
☐ Black/African American
☐ Asian
☐ American Indian/Alaskan Native
☐ Native Hawaiian/Other Pacific Islander
☐ Other

Multi-Racial Identifiers:

- ☐ American Indian/Alaskan Native and White
☐ Asian and White
☐ Black/African American and White
☐ American Indian/Alaskan Native and African/American
☐ Other Multi-Racial

3) Please answer these questions:

Do you consider yourself as being of Hispanic ethnicity?

☐ Yes

☐ No

Are you a female head of household?

☐ Yes

☐ No

I certify that the information provided above is correct to the best of my knowledge

Printed Name

Signature

Date

Appendix C

**2021 GREEN LAKE COUNTY
STATE OF WISCONSIN
CORONAVIRUS (CV) GRANT PROGRAM
MICROENTERPRISE EMPLOYEE SELF CERTIFICATION**

UGLG Name: _____

Business Name: _____

Dear Employee:

(Enter Business name) is collecting the following information as a result of participating in the U.S. Housing and Urban Development's (HUD) Coronavirus (CV) Grant microenterprise program. To meet federal regulations, (Enter Business Name) is required to collect statistical data on your individual income and race/ethnicity. This information is reported to HUD and eventually used by the U.S. Congress to measure the effectiveness of the CV Grant microenterprise program. Your name and personal information will be kept private, and your income, race and ethnicity information only shared with the federal government anonymously. ***It is only through your cooperation that your community can benefit from this federal program.***

INSTRUCTIONS:

Please answer questions 1, 2, and 3, then sign and date the form certifying the information is correct. Your information can only be accepted if the form is completed in full.

1) Please indicate your current individual income in the following table..

	INDIVIDUAL INCOME CATEGORY			
	Please check your individual income (not including income of other household members).			
	A	B	C	D
	____ \$0 - \$15,100	____ \$15,101 - \$25,150	____ \$25,151 - \$40,250	____ Greater than \$40,250

Source: 2021 HUD low-moderate income level limits for Green Lake County

2) Please check the box(es) that identify your race.

Single Race:

- ☐ White
☐ Black/African American
☐ Asian
☐ American Indian/Alaskan Native
☐ Native Hawaiian/Other Pacific Islander
☐ Other

Multi-Racial Identifiers:

- ☐ American Indian/Alaskan Native and White
☐ Asian and White
☐ Black/African American and White
☐ American Indian/Alaskan Native and African/American
☐ Other Multi-Racial

3) Please answer these questions:

Do you consider yourself as being of Hispanic ethnicity?

☐ Yes

☐ No

Are you a female head of household?

☐ Yes

☐ No

I certify that the information provided above is correct to the best of my knowledge

Printed Name

Signature

____/____/____
Date

Appendix C

2021 WAUSHARA COUNTY

STATE OF WISCONSIN

CORONAVIRUS (CV) GRANT PROGRAM

MICROENTERPRISE EMPLOYEE SELF CERTIFICATION

UGLG Name: _____

Business Name: _____

Dear Employee:

(Enter Business name) is collecting the following information as a result of participating in the U.S. Housing and Urban Development's (HUD) Coronavirus (CV) Grant microenterprise program. To meet federal regulations, (Enter Business Name) is required to collect statistical data on your individual income and race/ethnicity. This information is reported to HUD and eventually used by the U.S. Congress to measure the effectiveness of the CV Grant microenterprise program. Your name and personal information will be kept private, and your income, race and ethnicity information only shared with the federal government anonymously. **It is only through your cooperation that your community can benefit from this federal program.**

INSTRUCTIONS:

Please answer questions 1, 2, and 3, then sign and date the form certifying the information is correct. Your information can only be accepted if the form is completed in full.

1) Please indicate your current individual income in the following table..

	INDIVIDUAL INCOME CATEGORY			
	Please check your individual income (not including income of other household members).			
	A	B	C	D
	____ \$0 - \$15,100	____ \$15,101 - \$25,150	____ \$25,151 - \$40,250	____ Greater than \$40,250

Source: 2021 HUD low-moderate income level limits for Waushara County

2) Please check the box(es) that identify your race.

Single Race:

- ☐ White
☐ Black/African American
☐ Asian
☐ American Indian/Alaskan Native
☐ Native Hawaiian/Other Pacific Islander
☐ Other

Multi-Racial Identifiers:

- ☐ American Indian/Alaskan Native and White
☐ Asian and White
☐ Black/African American and White
☐ American Indian/Alaskan Native and African/American
☐ Other Multi-Racial

3) Please answer these questions:

Do you consider yourself as being of Hispanic ethnicity?

☐ Yes

☐ No

Are you a female head of household?

☐ Yes

☐ No

I certify that the information provided above is correct to the best of my knowledge

Printed Name

Signature

____/____/____
Date

TO: Council

FROM: Lindsey Kemnitz

TOPIC: Ordinance Creating and Rezoning Properties to City Wildlife Area (CWA)

This is the final step in allowing hunting, fishing, and trapping on the land donation on HWY 49 from Ducks Unlimited. This ordinance is to create a new zoning district called the City Wildlife Area and to rezone the properties to CWA district.

Recommendation:

Accept the Plan Commission's recommendation to approve the ordinance creating and rezoning properties to City Wildlife Area (CWA)

ORDINANCE # 08-21

AN ORDINANCE CREATING, AND REZONING PROPERTY TO, CWA CITY WILDLIFE AREA DISTRICT

WHEREAS, the City of Berlin Plan Commission has held a public hearing regarding the ordinance as set forth herein, on April 27, 2021; and

WHEREAS, the Plan Commission has recommended to the Common Council to approve the ordinance as set forth herein.

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

Chapter 82, Article III, Division 14 of the Code of Ordinances of the City of Berlin shall be created as follows:

Division 14. – CWA CITY WILDLIFE AREA DISTRICT

Sec. 82-486. – Use regulations.

City wildlife areas, as defined in section 51-1, and all uses contemplated for city wildlife areas set forth in chapter 51 of this Code, shall be the only permitted uses in the CWA city wildlife area district.

The following parcels of real property shall be rezoned from C-1 conservancy district and A-1 agricultural district to CWA city wildlife area district:

PARCEL 1:

Fractional Government Lot Number 2, Section 9, Township 17 North, Range 13 East, in the City of Berlin, Green Lake County, Wisconsin.
[206-01875-0000]

-----&-----

PARCEL 2:

Part of the Northwest Quarter of the Southwest Quarter (NW¼ of SW ¼), and the Southwest Quarter of the Southwest Quarter (SW ¼ of SW ¼) Section 10, Township 17 North, Range 13 East, in the City of Berlin, Green Lake County, lying within and bounded by a line running as follows: Commencing at a point on the Easterly shore of Fox River on the West line of Section 10, T17N, R13E, and running thence South on said Section line a distance of 74 rods, thence East 22 rods, thence North about 37 rods to a bayou, and thence Northwesterly along the Westerly margin of said bayou to Fox River, and thence in a Southwesterly direction along the shore of said Fox River to the place of beginning.
[206-01258-0000]

-----&-----

PARCEL 3:

Part of the West Half of the Southwest Quarter (W ½ of SW ¼), Section 10, Township 17 North, Range 13 East, City of Berlin, Green Lake County, Wisconsin, described as follows: Commencing at the Southwest corner of said Section 10 and running thence East on the South line of said section to the westerly line of Highway No. 49; thence North 20 degrees and 42 minutes East along the West line of said Highway No. 49, 77 rods and 2+1/2 feet; thence North 80 degrees West 27 rods; thence South to a point 47 rods and 14+1/2 feet North and 22 rods East of the Southwest corner of said Section 10; thence west parallel to the south line of said Section 10 to the west line thereof; and thence south along the west line to said Section

10 to the place of beginning,
[206-01259-0000]

-----&-----

PARCEL 4:

The Northwest Quarter of the Northwest Quarter (NW¼ of NW ¼), Section 15, Township 17 North, Range 13 East, formerly in the Town of Berlin - now in the City of Berlin, Green Lake County, Wisconsin, EXCEPTING THEREFROM that real estate described in Vol. 116 on Page 240 and in Volume 140 on Page 353.

[206-01251-1000]

-----&-----

PARCEL 5:

The Northeast Quarter of the Northwest Quarter (NE¼ of NW¼), Section 15, Township 17 North, Range 13 East, formerly in the Town of Berlin - now in the City of Berlin, Green Lake County, Wisconsin.

[206-01251-2000]

-----&-----

PARCEL 6:

The North 283 feet of the Southeast Quarter of the Northwest Quarter (SE ¼ of NW ¼), Section 15, Township 17 North, Range 13 East, formerly in the Town of Berlin - now in the City of Berlin, Green Lake County, Wisconsin.

[206-01251-3000]

-----&-----

PARCEL 7:

Part of the Southwest Quarter (SW ¼), Section 10, Township 17 North, Range 13 East, City of Berlin, Green Lake County, Wisconsin, described as follows: Commencing at the Northeast corner of the SW¼ of Section 10, T17N, R13E, thence West 2 rods to a point, thence South 27 rods and 18 links to a creek or drain, thence Northwesterly along the center of said creek to State Highway 49; thence along the East side of said highway to the South boundary line of the Southwest Quarter (SW ¼) of said Section 10, T17N, R13E; thence East on the South line of said SW¼ of Section 10 to the Southeast corner thereof; thence North on the East line of said SW¼ of Section 10 to the place of beginning.

[206-01251-0000]

Such rezoning of the above parcels shall not be codified and does not affect the Code of Ordinances of the City of Berlin.

This ordinance shall take effect the day after publication.

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 11th day of May, 2021.

ROLL CALL VOTE:

CITY OF BERLIN

____ AYES
____ NAYS
____ ABSENT

BY: _____
Richard D. Schramer, Mayor
Joel Bruessel

APPROVED AS TO FORM:

ATTEST: _____
Jodie Olson, City Clerk

Matthew G. Chier, City Attorney

Page 2 of 2

TO: Council

FROM: Lindsey Kemnitz

TOPIC: Amendment to the Accessory Structure Ordinance

The amendments include better defining temporary and permanent structure. The amendment will allow for three accessory structures over 50 sq ft with a cumulative floor area of 1,400 sq ft for lots less than one acre. If over one acre, the cumulative floor area is increased by 100 sq ft per acre with a maximum of 1,800 sq ft per parcel.

Recommendation:

Accept the Plan Commission's recommendation to approve the amendment to the accessory structure ordinance.

AN ORDINANCE AMENDING THE ZONING CODE TO REDEFINE PERMANENT AND TEMPORARY STRUCTURES AND TO CHANGE LIMITATIONS RELATING TO THE SIZE AND NUMBER OF ACCESSORY STRUCTURES

WHEREAS, the City of Berlin Plan Commission has held a public hearing regarding the ordinance as set forth herein, on April 27, 2021; and

WHEREAS, the Plan Commission has recommended to the Common Council to approve the ordinance as set forth herein.

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

Sec. 82-4 of the Code of Ordinances shall be amended as follows:

Sec. 82-4. – Definitions

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning. Words used in the present tense include the future; the singular number includes the plural number; and the plural number includes the singular number. The word "shall" is mandatory and not permissive.

...

~~Minor structure means a small, movable accessory erection or construction such as birdhouses, tool houses, pet houses, play equipment, arbors, walls and fences which are under four feet in height.~~

...

Permanent location means a location intended to remain for seven days or more.

...

~~Structure means anything constructed or erected.~~ The term "structure" shall be construed as though followed by the words "or parts thereof." The term, "structure" shall include any object, including a mobile object, constructed or installed by any person, including but not limited to buildings, walls, fences, towers, cranes, smokestacks, silos, earth formations, poles, overhead electric transmission lines, flag poles, tents, canopies, and carports ~~the use of which requires a permanent location on the ground or attached to something having a permanent location on the ground.~~

...

Structure, permanent means a structure which requires a permanent location on the ground or attached to something having a permanent location on the ground.

...

Structure, temporary means a structure which is not a permanent structure but which remains on a lot for seven days or more~~movable structure which is not designed for human occupancy, nor for the protection of goods or chattels, and does not form an enclosure, such as billboards.~~

...

Sec. 82-22 of the Code of Ordinances shall be amended as follows:

Sec. 82-22. - Height and yard exceptions.

...

~~(7) There shall not be more than one residential building and one accessory building on one lot, except that a small storage building of 100 square feet or less, and one children's play structure, may be permitted in addition the requirements of this subsection.~~

...

Sec. 82-289 of the Code of Ordinances shall be amended as follows:

Sec. 82-289. - Area regulations.

Area regulations in the R-1 district shall be as follows:

...

(5) *Percentage of lot covered.* All ~~buildings~~structures, including the principal structure, ~~detached garages and accessory buildings~~structures (including permanent structures and temporary structures), shall not cover more than 30 percent of the area of the lot, nor shall the total of all detached ~~garages and accessory building(s)~~structures (including permanent structures and temporary structures) cover more than 30 percent of the rear yard. ~~The combination of two previously platted or certified survey lots adjoining on the rear and both separately fronting on streets shall not be effective for purposes of increasing the total area of either lot for purposes of the 30 percent coverage requirements under this paragraph. Further, if two such lots are attempted to be combined into one lot via a new plat or certified survey map, the~~

~~applicant for the plat or certified survey map shall be required, as a condition of approval, to record a notation on the plat or the certified survey map indicating that the combination of the two previous lots shall not be effective for purposes of increasing the total area of either lot for purposes of the 30 percent coverage requirements under this paragraph.~~

Chapter 82, Article IV of the Code of Ordinances shall be amended as follows:

ARTICLE IV. - ACCESSORY USES

Sec. 82-551. - Building permit required; application.

Within the city, no owner shall build, construct, use or place any accessory ~~building permanent structure or accessory temporary structure, including prefabricated accessory buildings whether a permanent structure or temporary structure,~~ except for (i) walks at ground level, patios/terraces at ground level, small decorative garden accessories such as decorative pools (not designed for swimming), fountains, statuary, sundials, flag poles, and (ii) structures, such as signs, which already require a special permit from the building inspector under this chapter 82, until a building permit shall have first been obtained from the building inspector. Application for an accessory building permit shall be made in writing to the building inspector. With such application, there shall be submitted a fee pursuant to chapter 14 of this Code, and a complete set of plans and specifications, including a plot plan or drawing which shall accurately show the location of the proposed accessory ~~building structure~~ with respect to adjoining alleys, lot lines and ~~buildings other structures~~. If such application meets all requirements of this article, the application shall be approved.

Sec. 82-552. - Principal use to be present.

Except as otherwise provided hereafter, an accessory use or accessory structure in any zoning district shall not be established prior to the principal use or principal structure being present or under construction. On lots of five acres or more in A-1 or A-2 districts, accessory structures may be constructed prior to the principal structure, so long as the accessory structure is consistent with a permitted use for that district. Any accessory use or accessory structure shall conform to the applicable regulations of the district in which it is located, except as specifically otherwise provided in this chapter.

Sec. 82-553. - Residential district ~~placement restrictions~~ area and construction regulations.

An accessory use or accessory structure in a residential district within the city may be established subject to the following ~~restrictions~~ area and construction regulations:

- (1) *Accessory ~~building/structure~~ number and size limits.* Except as expressly stated otherwise hereafter in this paragraph, in addition to the principal building structure (which includes any attached garage), a detached garage, one additional accessory building, and four play structures, and an unlimited number of

additional accessory structures (whether permanent structures or temporary structures) may be placed on a lot, subject to all percentage of lot covered limitations and other area regulations for the applicable district. However, accessory structures (whether permanent structures or temporary structures) having an individual floor area of greater than 50 square feet shall be limited to a cumulative maximum of three per lot (except that chicken coops shall not be counted toward this three per lot limit), and shall be limited to a cumulative floor area cap of 1,400 square feet for lots less than one acre, which cumulative floor area cap amount shall be increased by 100 square feet for every additional acre (or portion thereof) of lot size above one acre, up to a maximum cumulative floor area cap of 1,800 square feet, again subject to all percentage of lot covered limitations and other area regulations for the applicable residential district. However, Also, the limitation of four play structures per lot shall not be applicable to public parks and playgrounds, schools (excluding home schools) and state licensed daycare centers.

...

(3) *Detached accessory buildings/structures.*

a. Except as provided in subsection 82-22(a) or elsewhere in this chapter, and for signs, outdoor lighting, and as hereafter provided for accessory structures exceeding 50 square feet in floor area, detached garages and accessory structures buildings shall not exceed 15 feet in height. ~~However, s~~Such 15-foot height restriction may be exceeded for accessory structures (whether permanent structures or temporary structures) exceeding 50 square feet in floor area if both of the following conditions are met:

1. The roof pitch of the ~~detached garage or accessory building~~structure architecturally matches the roof pitch of the principal structure; and
2. The height of the ~~detached garage or accessory building~~structure does not exceed the height of the principal structure.

~~b. Detached garages and accessory buildings~~structures ~~(excluding signs, outdoor lighting, fences and play structures – which are all subject to their own special limitations)~~ shall not exceed 900 square feet, except that if there is more than one ~~such detached garage or accessory building~~structure on a lot, the second such building~~accessory structure~~ shall not exceed 500 square feet.

eb. Except as provided in subsection 82-22(b) or elsewhere in this chapter, ~~D~~detached garages or accessory buildingsstructures (whether permanent structures or temporary structures, but excluding signs, outdoor lighting, fences and play structures – which are all subject to their own special limitations) up to 100 square feet in size shall not be located closer than three feet to any side or rear lot line. Except as provided in subsection 82-22(b) or elsewhere in this chapter, ~~D~~detached garages or accessory buildingsstructures (whether permanent structures or temporary structures, but excluding signs, outdoor lighting, fences and play structures – which are all subject to their own

special limitations) over 100 feet and up to 500 square feet in size shall not be located closer than six feet to any side or rear lot line. Except as provided in subsection 82-22(b) or elsewhere in this chapter, Ddetached garages or accessory buildingsstructures (whether permanent structures or temporary structures, but excluding signs, outdoor lighting, fences and play structures -- which are all subject to their own special limitations) over 500 square feet in size shall have the same side and rear yard setbacks as required in this chapter for the principal structure on such lot.

dc. Except for signs, outdoor lighting, fences, and as provided in subsection 82-22(b) or elsewhere in this chapter, Aa detached garage or accessory buildingstructure (whether a permanent structure or temporary structure) shall not be closer than ten feet to the principal structure, unless the applicable building code regulations in regard to one-hour fire-resistive construction are complied with.

ed. Except for signs, outdoor lighting, fences, and as provided in subsection 82-22(b) or elsewhere in this chapter, Ddetached accessory buildings or structures (whether permanent structures or temporary structures) shall not be located in the front yard of any lot, except that one play structure shall be allowed in the front yard of corner lots which have rear yards of 20 feet or less.

fe. Play structures shall not be located closer than three feet to any lot line.

f. In addition to the construction regulations expressly applicable to accessory structures as set forth in this section, accessory structures having an individual floor area of greater than 50 square feet shall be subject to all other construction regulations applicable to the principal structure in the applicable residential district in which the structure is located. In the event of a conflict between a construction regulation specified in this section and a construction regulation for principal structures made applicable to certain accessory structures pursuant to this subsection, the construction regulations specified in this section shall govern.

Sec. 82-554. - Residential use restrictions.

Accessory uses or accessory structures in residential districts within the city shall not involve the conduct of any business, trade or industry, except for home occupations as defined in section 82-4. Accessory buildings-structures shall not be used for residential purposeshuman occupancy.

Sec. 82-555. - Nonresidential district placement restrictions.

Except for signs, fences, and as provided in subsection 82-22(b) or elsewhere in this chapter, Aa accessory use or accessory structure (whether a permanent structure or temporary structure) in a business or manufacturing district may only be established in the rear yard or side yard and shall not be closer than three feet to any side or rear lot line.

Sec. 82-556. - Reversed corner lots.

Except for signs, fences, and as provided in subsection 82-22(b) or elsewhere in this chapter, if an accessory structure (whether a permanent structure or temporary structure) is located on the rear of a reversed corner lot within the city, it shall not be located beyond the front yard required on the adjacent interior lot to the rear, nor closer than three feet to the side line of the adjacent structure.

Sec. 82-557. - Landscaping; ~~tents.~~

(a) Accessory vegetation used for landscaping and decorating within the city may be placed in any required yard area. Permitted vegetation shall include trees, shrubs, flowers, and gardens.

~~(b) Tents may not be used as a dwelling or an accessory structure.~~

Sec. 82-558. - ~~Temporary uses.~~Reserved.

~~Temporary accessory uses within the city, such as real estate sales field offices or shelters for materials and equipment being used in the construction of a permanent structure, may be permitted by the zoning administrator.~~

...

Sec. 82-561. - Lawn accessories.

Walks at ground level, drives, paved patios/terraces at ground level, and decorative garden accessories such as decorative pools (not designed for swimming), fountains, statuary, sundials, flag poles, etc., shall be permitted in setback areas within the city, but shall not be located closer than three feet to an abutting property line, other than a street line.

...

Sec. 82-563. - ~~Children's p~~Play structures.

Play structures shall be considered accessory ~~structures, and~~structures and shall comply with the requirements of this article accordingly. Play structures shall not be used for storage or be constructed out of materials that would constitute a nuisance.

...

This ordinance shall take effect the day after publication.

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 _____, 2021.

ROLL CALL VOTE:

CITY OF BERLIN

_____ AYES
_____ NAYS
_____ ABSENT

BY: _____
~~Richard D. Schrammer, Mayor~~
Joel Bruessel

APPROVED AS TO FORM:

ATTEST: _____
Jodie Olson, City Clerk

Matthew G. Chier, City Attorney

DATE: 5/5/2021

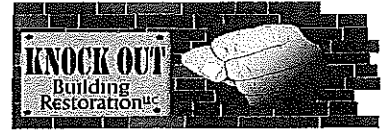
TO: Mayor and City Council Members

FROM: Scott Zabel

RE: Oakwood Cemetery Arch Repairs

BACKGROUND: The Oakwood Cemetery Board and city staff have been looking into options to repair failing mortar joints and remove the efflorescence or the white coating which forms on the surface of the granite as well as applying a waterproof sealer to the entire arch. At the April meeting the Cemetery Board approved a proposal submitted by Knock Out Building Restoration from Fond du lac for a cost of \$6100.00. Knock Out Building Restoration performed the tuck pointing and waterproofing on the exterior of the chapel in 2020 with positive results.

RECOMMENDATION: Approve the Cemetery Boards request to use cemetery funds to make the necessary repairs to the arch which was submitted by Knock Out Building Restoration at a cost of \$6100.00.



Restoration Proposal Form

General Contractor INFORMATION

Name	City of Berlin
Address	108 N. Capron
City, State ZIP	Berlin, WI
Phone	(920)-361-5425
Email	
Project name	Oakwood Cemetery Archway

SCOPE OF WORK

Cut 100% of all cracked and deteriorated mortar joints.
Pressure wash archway to remove dust and mildew. Treat efflorescence. Tuckpoint all mortar joints with color matching mortar using Western Type Mortar. Apply Waterproof Sealer using product Seal Krete
Remove and dispose of all debris.

NOT INCLUDED

n/a

CONTRACTOR INFORMATION

Company	Knock Out Building Restoration LLC.
Name	Ryan Jones
Address	161 Bischoff St.
City, State ZIP	Fond du Lac, WI 54935
Phone	(920)-296-7427
Email	ryantajones@gmail.com

COMPANY PROPOSAL

Scope of Work to be completed at a cost of \$6100. 1st payment of \$2000 due upon signing proposal.
2nd payment of \$2000 due when project is started. \$2100 due upon completion of work.
Check can be made payable to Knockout Building Restoration.
If anything shall fail or any shrink cracks appear, repair work will be done at no charge.
A 30 day check of the work done will be conducted. Work guaranteed for 5 years.

Ryan Jones - Owner

Submitted by (Company Representative)

03-29-2021

Date

OWNER ACCEPTANCE

Submitted by (home owner or authorized representative)

Date

*Check Summary Register©

APRIL 30 2021

Name	Check Date	Check Amt	
11100 Cash in Bank m FNB			
Paid Chk# 065678 Void	4/1/2021	\$0.00	065678
Paid Chk# 065679 EWALDS HARTFORD LLC	4/1/2021	\$32,999.00	2021 Ford Explorer - squad
Paid Chk# 065680 AHC - STAFF DEVELOPMENT	4/8/2021	\$232.00	CPR CARDS FOR EMS
Paid Chk# 065681 AMAZON CAPITAL SERVICES, IN	4/8/2021	\$837.15	RECHARGEABLE BATTERIES FOR EMS
Paid Chk# 065682 APPAREL ART EMBROIDERY, LL	4/8/2021	\$731.00	2021 - NEW EMPLOYEE UNIFORMS
Paid Chk# 065683 APPLETON FINANCE DEPARTM	4/8/2021	\$461.50	2021 - APRIL - WEIGHTS AND MEA
Paid Chk# 065684 BELLA BY DESIGN	4/8/2021	\$40.00	PLAQUE FOR BRIAN PULVERMACHER
Paid Chk# 065685 BERLIN JOURNAL NEWSPAPER	4/8/2021	\$180.50	CLERK'S OFFICE BERLIN JOURNAL
Paid Chk# 065686 CHARTER COMMUNICATION	4/8/2021	\$242.57	2021 - APRIL - CHARTER AT FIRE
Paid Chk# 065687 CVIKOTA COMPANY INC	4/8/2021	\$2,593.55	2021 - MARCH - AMBULANCE BILLI
Paid Chk# 065688 DIVISION OF UNEMPLOYMENT I	4/8/2021	\$800.00	WALL UNEMPLOYMENT 03/01/21-03/
Paid Chk# 065689 DTN, LLC	4/8/2021	\$522.00	2021 - APRIL - RADAR SERVICE
Paid Chk# 065690 EMERGENCY MEDICAL PRODUC	4/8/2021	\$730.59	MEDICAL SUPPLIES FOR BERLIN EM
Paid Chk# 065691 EMS INSIDER	4/8/2021	\$0.00	2021 - APRIL - GENERAL LIABILI
Paid Chk# 065692 FINISHLINE STUDIOS	4/8/2021	\$220.00	2021 - APRIL- MAY - JUNE WEB H
Paid Chk# 065693 GFL SOLID WASTE MIDWEST LL	4/8/2021	\$158.94	EXTRA CHARGE FOR ALLY BY MIKE'
Paid Chk# 065694 GREEN LAKE COUNTY CLERK	4/8/2021	\$1,497.50	2021 - DOG LICENSES DUE TO COU
Paid Chk# 065695 HAWKINS /ASH CPAs	4/8/2021	\$840.00	PROFESSIONAL SERVICES THROUGH
Paid Chk# 065696 KUNKEL ENGINEERING GROUP	4/8/2021	\$1,340.20	JOB # KU21.1008.00 CDBG PLANNI
Paid Chk# 065697 LANDMARK SERVICES COOPER	4/8/2021	\$4,740.85	2021 - MARCH - GAS AND DIESEL
Paid Chk# 065698 MACQUEEN EQUIPMENT	4/8/2021	\$105.15	STREET SWEEPER PARKTS
Paid Chk# 065699 OSHKOSH OFFICE SYSTEMS	4/8/2021	\$106.66	2021 - MARCH - COPIER CHARGE F
Paid Chk# 065700 POMP'S TIRE SERVICE, INC.	4/8/2021	\$4,424.00	CAT LOADER TIRES
Paid Chk# 065701 SECURIAN FINANCIAL GROUP	4/8/2021	\$792.09	2021 - APRIL - EMPLOYER LIFE I
Paid Chk# 065702 SONDALE FORD LINCOLN MER	4/8/2021	\$1,949.50	2013 FORD EMS VEHICLE 3000 MIL
Paid Chk# 065703 SUPERIOR CHEMICAL CORP	4/8/2021	\$439.42	DISINFECTANT DEODORANT FOR SEN
Paid Chk# 065704 TASC	4/8/2021	\$64.00	2021 - 32 LIVES COVERED - COBR
Paid Chk# 065705 THEDACARE AT WORK	4/8/2021	\$39.00	DRUG SCREEN - EMS SCHWOCH
Paid Chk# 065706 VIVIAL	4/8/2021	\$47.75	2021 - APRIL - CENTURYLINK ADV
Paid Chk# 065707 W.S. DARLEY & CO	4/8/2021	\$224.30	LANDING ZONE KIT FOR THE EMERG
Paid Chk# 065708 WI DNR-ACCOUNTS RECEIVABLE	4/8/2021	\$228.04	MISC ITEMS FROM DNR BACKPACK P
Paid Chk# 065709 WITMER PUBLIC SAFETY GRP, I	4/8/2021	\$248.76	RADIO STRAPS FOR BERLIN EMS
Paid Chk# 065710 WURTZ LAW OFFICE	4/8/2021	\$1,200.00	SPECIAL PROSECUTION CASE - WER
Paid Chk# 065711 ZOLL MEDICAL CORP	4/8/2021	\$2,693.42	CHARGER FOR BERLIN EMS
Paid Chk# 065712 Void	4/9/2021	\$0.00	065712-065721
Paid Chk# 065713 Void	4/9/2021	\$0.00	065712-065721
Paid Chk# 065714 Void	4/9/2021	\$0.00	065712-065721
Paid Chk# 065715 Void	4/9/2021	\$0.00	065712-065721
Paid Chk# 065716 Void	4/9/2021	\$0.00	065712-065721
Paid Chk# 065717 Void	4/9/2021	\$0.00	065712-065721
Paid Chk# 065718 Void	4/9/2021	\$0.00	065712-065721
Paid Chk# 065719 Void	4/9/2021	\$0.00	065712-065721
Paid Chk# 065720 Void	4/9/2021	\$0.00	065712-065721
Paid Chk# 065721 Void	4/9/2021	\$0.00	065712-065721
Paid Chk# 065722 ADVANTAGE POLICE SUPPLY IN	4/9/2021	\$902.50	VEST #21-0375 - J. HEIDER
Paid Chk# 065723 AGNESIAN WORK & WELLNESS	4/9/2021	\$549.00	PRE - EMPLOYMENT PHYSICAL AND
Paid Chk# 065724 BAYCOM INC	4/9/2021	\$100.00	MOBILE RADIO FOR NEW SQUAD
Paid Chk# 065725 BELLA BY DESIGN	4/9/2021	\$8.00	NAMETAG - J. HEIDER
Paid Chk# 065726 FIRE & SAFETY EQUIPMENT, IN	4/9/2021	\$65.42	FIRE EXTINGUISHER ANNUAL SERVI
Paid Chk# 065727 ORGANIZATION DEVEL. CONSU	4/9/2021	\$700.00	ASSESSMENT - J. HEIDER
Paid Chk# 065728 OSHKOSH F&P EQUIPMENT, INC	4/9/2021	\$75.00	COLLAR BRASS - 3 SETS
Paid Chk# 065729 SONDALE FORD LINCOLN MER	4/9/2021	\$744.91	2015 FORD OIL-FILTER-TIRE ROTA
Paid Chk# 065730 THEDACARE LABORATORIES	4/9/2021	\$127.50	LEGAL BLOOD DRAWS - PATIENT 53
Paid Chk# 065731 TOP PACK DEFENSE LLC	4/9/2021	\$99.98	2 BLAUER SHIRTS - LUKE MEYER
Paid Chk# 065732 BAYCOM INC	4/9/2021	\$240.75	CHARGERS & BATTERIES
Paid Chk# 065733 BERLIN JOURNAL NEWSPAPER	4/9/2021	\$214.75	CDBG RLF CLOSE FUND FOR 2021 S
Paid Chk# 065734 BERLIN OIL PRODUCTS	4/9/2021	\$523.40	TRAILER TIRES

General City Payables

*Check Summary Register©

APRIL 30 2021

Name	Check Date	Check Amt	
Paid Chk# 065735 CEC	4/9/2021	\$581.30	ANNUAL FIRE ALARM INSPECTION 0
Paid Chk# 065736 CONVERGENT SOLUTIONS, INC	4/9/2021	\$89.25	REMOTE SERVICE - CHIEF ENGEL A
Paid Chk# 065737 DREXEL BUILDING SUPPLY, INC.	4/9/2021	\$24.75	MATERIALS FOR DPW
Paid Chk# 065738 ED'S TRACTOR REPAIR, LLC	4/9/2021	\$14.05	3 WOODRUFF KEYS 3/8X1 1/2
Paid Chk# 065739 EMC INSURANCE COMPANIES	4/9/2021	\$16,089.59	2021 - APRIL - LIABILITY INSUR
Paid Chk# 065740 JON LUNDT ELECTRIC, INC	4/9/2021	\$1,167.59	VIRTUAL EQUIPMENT COUNCIL CHAM
Paid Chk# 065741 KUNKEL ENGINEERING GROUP	4/9/2021	\$46,063.75	JOB# KU20.1061.00 2021 STREET
Paid Chk# 065742 MGD INDUSTRIAL CORP	4/9/2021	\$92.68	PARTS FOR DPW
Paid Chk# 065743 PACKERLAND PORTABLES	4/9/2021	\$200.00	TWO PORTA-POTTIES FOR RIVERSID
Paid Chk# 065744 RUNNING INC. TRANSIT SERVIC	4/9/2021	\$21,448.62	2021 - MARCH - SHARED RIDE TAX
Paid Chk# 065746 THEDACARE AT WORK	4/9/2021	\$371.25	2021 EAP CONTRACT
Paid Chk# 065747 THOM, SUSAN	4/9/2021	\$10.16	TRAVEL TO GREEN LAKE TO DROP O
Paid Chk# 065748 SEAMAN, MIDGE	4/9/2021	\$33.04	TRAVEL TO GREEN LAKE AND WAUSH
Paid Chk# 065749 ADVANCED DISPOSAL SERVICE	4/14/2021	\$24,572.32	2021 - MARCH - RESIDENTIAL GAR
Paid Chk# 065750 ALL FLAGS, LLC	4/14/2021	\$406.97	FLAGS FOR CITY PARKS
Paid Chk# 065751 BERLIN JOURNAL NEWSPAPER	4/14/2021	\$164.00	500 CAMPGROUND ENVELOPES
Paid Chk# 065752 BIGNELL'S POWERSPORTS	4/14/2021	\$14.02	PART FOR BERLIN PARKS EQUIPMEN
Paid Chk# 065753 CENTURYLINK	4/14/2021	\$77.86	2021 - MARCH - LONG DISTANCE P
Paid Chk# 065754 CHRISTENSEN, DOUGLAS A	4/14/2021	\$386.72	2021 - MAY - HEALTH INS REIMBU
Paid Chk# 065755 INTERSTATE BATTERY	4/14/2021	\$479.80	BATTERY FOR BERLIN FIRE DEPART
Paid Chk# 065756 KLAPPER, RICHARD	4/14/2021	\$160.00	REFUND FOR DUPLICATE AMBULANCE
Paid Chk# 065757 MACQUEEN EQUIPMENT	4/14/2021	\$186.67	PARTS FOR DPW
Paid Chk# 065758 MEDICA	4/14/2021	\$4.80	INSURANCE OVERPAYMENT FORTIMOT
Paid Chk# 065759 POMP'S TIRE SERVICE, INC.	4/14/2021	\$1,600.96	INSTALL FOUR LOADER TIRES DPW
Paid Chk# 065760 SCHRADER, JOHN	4/14/2021	\$277.77	2021 - MAY - HEALTH INSURANCE
Paid Chk# 065761 UNITED COOPERATIVE	4/14/2021	\$1,000.62	WEED N FEED FOR BERLIN PARKS
Paid Chk# 065762 W.S. DARLEY & CO	4/14/2021	\$120.12	PARTS FOR BERLIN FIRE DEPARTME
Paid Chk# 065763 BERLIN HIGH SCHOOL	4/16/2021	\$20.00	AD IN THE RED N GREEN FOR BERL
Paid Chk# 065764 CVIKOTA COMPANY INC	4/16/2021	\$2,593.55	2021 - MARCH - AMBULANCE BILLI
Paid Chk# 065765 GREEN LAKE CO REG OF DEED	4/16/2021	\$30.00	LOAN SATISFACTION - VERHEYEN,
Paid Chk# 065766 HAWKINS /ASH CPAs	4/16/2021	\$7,060.00	PROGRESS BILL DEC 2021
Paid Chk# 065767 PENFLEX INC	4/16/2021	\$80.00	SERVICE AWARD PREP 1099 FORM
Paid Chk# 065768 BAKER & TAYLOR	4/16/2021	\$1,894.02	5 UNITS FOR MEMBERS
Paid Chk# 065769 BERLIN OIL PRODUCTS	4/16/2021	\$34.00	20 PAPERS FOR BPL
Paid Chk# 065770 BREWER HEATING INC	4/16/2021	\$1,143.45	REPAIRED DRI-STEEM UNIT
Paid Chk# 065771 CINTAS	4/16/2021	\$133.58	2021 - MARCH - LIBRARY UNIFORM
Paid Chk# 065772 LISA OBRIST	4/16/2021	\$615.00	2021 - MARCH - LIBRARY CLEANIN
Paid Chk# 065773 MARTIN SYSTEMS, INC.	4/16/2021	\$471.50	SYSTEM INSPECTION
Paid Chk# 065774 MIDWEST TAPE	4/16/2021	\$348.56	DIGITAL BOOKS, MOVIES, MUSIC,
Paid Chk# 065775 OSHKOSH OFFICE SYSTEMS	4/16/2021	\$129.67	COPIES FOR THE BERLIN PUBLIC L
Paid Chk# 065776 SUPERIOR CHEMICAL CORP	4/16/2021	\$74.68	SINGLE FOLD WHITE TOWELS FOR B
Paid Chk# 065777 UNIQUE AUTO BODY	4/16/2021	\$0.00	2021 - MARCH - BERLIN PUBLIC
Paid Chk# 065778 WINNEFOX LIBRARY SERVICES	4/16/2021	\$30.54	2021 - FEBRUARY - UNIQUE MANAG
Paid Chk# 065779 WINNEFOX COOPERATIVE TEC	4/16/2021	\$522.71	2021 SEED SAVER ORDER
Paid Chk# 065780 WINNEFOX LIBRARY SYSTEM	4/16/2021	\$180.00	WORKSHOP REGISTRATION FOSTERIN
Paid Chk# 065781 BERLIN JOURNAL NEWSPAPER	4/21/2021	\$343.00	BOARD OF REVIEW AD
Paid Chk# 065782 BERLIN WATER & SEWER UTILI	4/21/2021	\$22,055.53	2021 - APRIL - WATER & SEWER S
Paid Chk# 065783 BLOCK, KEVIN J	4/21/2021	\$1,536.24	2021 - APRIL - BLOCK MEDICAL B
Paid Chk# 065784 CenturyLink	4/21/2021	\$1,983.64	2021 - APRIL - PHONE SERVICE
Paid Chk# 065785 NEUMAN, KAREN	4/21/2021	\$282.08	2021 - MEDICAL BILL REIMBURSEM
Paid Chk# 065786 Otis Elevator Company	4/21/2021	\$708.48	ELEVATOR MAINTENANCE SERVICE 0
Paid Chk# 065787 PLANTZ, DENNIS W	4/21/2021	\$330.40	2021 - APRIL - HEALTH REIMBUR
Paid Chk# 065788 SEAMAN, MIDGE, PETTY CASH	4/21/2021	\$102.68	2021 SPRING ELECTION FOOD FOR
Paid Chk# 065789 WI COUNCIL 32 PER CAP TAX T	4/21/2021	\$305.40	2021 - APRIL - POLICE UNION DU
Paid Chk# 065790 AHC - STAFF DEVELOPMENT	4/22/2021	\$404.00	CPR TRAINING SUPPLIES EMS
Paid Chk# 065791 AMAZON CAPITAL SERVICES, IN	4/22/2021	\$245.71	SHIRTS AND SUPPLIES FOR BEMS
Paid Chk# 065792 BERLIN JOURNAL NEWSPAPER	4/22/2021	\$158.75	BOARD OF APPEALS AD CHIKOWSKI
Paid Chk# 065793 RED POWER DIESEL SERVICE	4/22/2021	\$752.92	91 HORN REPAIR BEMS

***Check Summary Register©**

APRIL 30 2021

Name	Check Date	Check Amt	
Paid Chk# 065794 UNIQUE MANAGEMENT SERVIC	4/22/2021	\$26.85	2021 - MARCH - PLACEMENTS BPL
Paid Chk# 065795 W.S. DARLEY & CO	4/22/2021	\$630.19	36" LEATHERHEAD BAR FOR BFD
Paid Chk# 065796 YERK, MARY LOU	4/22/2021	\$200.00	2021 - MAY - 22 SHELTER HOUSE
Paid Chk# 065797 ZOLL MEDICAL CORP	4/22/2021	\$263.64	SP02 MONITOR CASE
Paid Chk# 065798 Voided	4/26/2021	\$0.00	Check AddUnused
Paid Chk# 532158E HAHN, TROY J	4/7/2021	(\$238.14)	
Total Checks		\$227,171.94	

*Check Summary Register©

APRIL 30 2021

Name	Check Date	Check Amt	
11161 UTILITY CASH - FNB			
Paid Chk# 015581	BERLIN CITY TREASURER	4/5/2021	\$7.97 TAPE/MARKER FROM COMPLETE OFFI
Paid Chk# 015582	CINTAS	4/5/2021	\$182.79 MOP FRAME/ MOP/MATS
Paid Chk# 015583	COMPLETE OFFICE OF WI	4/5/2021	\$53.72 INK
Paid Chk# 015584	GFL SOLID WASTE MIDWEST LL	4/5/2021	\$234.36 TRASH/RECYCLE/ COMPLIANCE
Paid Chk# 015585	INTERSTATE BATTERY	4/5/2021	\$10.95 ADRY0070
Paid Chk# 015586	J. F. AHERN COMPANY	4/5/2021	\$504.85 MAIN PLANT-VALVE STEM/O-RING
Paid Chk# 015587	JON LUNDT ELECTRIC, INC	4/5/2021	\$700.70 WATER BUILDING- T8LED LAMPS
Paid Chk# 015588	MULCAHY/SHAW WATER INC	4/5/2021	\$7,129.00 SAMPLER/CONFIGURATIONS/CABLE
Paid Chk# 015589	UNITED STATES POSTAL SERVI	4/5/2021	\$556.75 BILLS
Paid Chk# 015590	USA BLUEBOOK	4/5/2021	\$158.23 LEAD FREE TEST
Paid Chk# 015591	VILLAGE OF ASHWAUBENON	4/5/2021	\$40.00 QUARTERLY MEETING FOR R. SOBIE
Paid Chk# 015592	WI ENVIRONMENTAL IMPROVE	4/5/2021	\$60,067.77 LOAN-PRINCIPLE/INTEREST
Paid Chk# 015596	BAYCOM INC	4/8/2021	\$161.85 LITHIUM BATTERY
Paid Chk# 015597	BEAVER OF WISCONSIN, INC	4/8/2021	\$463.00 FLOW SWITCH/SWIVEL/VALVE/PLUG/
Paid Chk# 015598	BERLIN CITY TREASURER	4/8/2021	\$322.40 GASOLINE/DIESEL
Paid Chk# 015599	DREXEL BUILDING SUPPLY, INC.	4/8/2021	\$68.30 ARMSTRONG CLG/JOINT COMP
Paid Chk# 015600	HAWKINS /ASH CPAs	4/8/2021	\$2,210.00 AUDIT FOR WATER ENDING DEC 202
Paid Chk# 015601	MARTELLE WATER TREATMENT	4/8/2021	\$207.90 SODIUM HYPOCHLORITE BULK
Paid Chk# 015602	USA BLUEBOOK	4/8/2021	\$332.48 TUBING/SAMPLE/PHOSPHATE
Paid Chk# 015603	WALTCO INC	4/8/2021	\$682.25 SAMPLES/ FUEL SURCHARGE
Paid Chk# 015604	BADGER LABORATORIES INC	4/16/2021	\$1,803.60 COLIFORM BACTERIA
Paid Chk# 015605	CINTAS	4/16/2021	\$182.79 MOP/MATS/HANDLE
Paid Chk# 015606	CRANE ENGINEERING SALES IN	4/16/2021	\$2,011.77 BRUSH/CLAMPS/FASTNERS
Paid Chk# 015607	FASTENAL COMPANY	4/16/2021	\$277.03 HCS/TAP/DROP-IN
Paid Chk# 015608	HAWKINS /ASH CPAs	4/16/2021	\$2,440.00 PROGRESS BILL AUDIT ENDING DEC
Paid Chk# 015609	KELLER, RICHARD	4/16/2021	\$591.68 MEDICAL REIMBURSEMENT
Paid Chk# 015610	KUNKEL ENGINEERING GROUP	4/16/2021	\$38,382.50 2021 STREET UTILITY PROJECT
Paid Chk# 015611	MARTELLE WATER TREATMENT	4/16/2021	\$4,437.33 LIQUID ALUMINUM SULFATE
Paid Chk# 015612	USA BLUEBOOK	4/16/2021	\$155.97 HYPO ROTARY DRUM
Paid Chk# 015613	ALAN HIATT	4/23/2021	\$3,225.00 INT. DIJESTER/ FIX CRACKS
Paid Chk# 015614	BERLIN CITY TREASURER	4/23/2021	\$620.66 CENTURYLINK MARCH BILLING & UN
Paid Chk# 015615	BERLIN JOURNAL NEWSPAPER	4/23/2021	\$162.25 CCR 4"AD BB
Paid Chk# 015616	CAULKING PLUS INC	4/23/2021	\$780.00 CAULKING MAINTENANCE WORK ON I
Paid Chk# 015617	CenturyLink	4/23/2021	\$55.23 SERVICE FROM APR 09 TO MAY 08
Paid Chk# 015618	CINTAS	4/23/2021	\$182.79 MOP FRAME/DUST MOP/HANDLE/MATS
Paid Chk# 015619	FASTENAL COMPANY	4/23/2021	\$22.71 HCS5/8 & 5/8"-11 FHNZ5
Paid Chk# 015620	JON LUNDT ELECTRIC, INC	4/23/2021	\$2,462.89 PLANT SCADA UPGRADES
Paid Chk# 015621	KELLER, RICHARD	4/23/2021	\$1,827.76 HEALTHCARE REIMBURSHMENT
Paid Chk# 015622	MID-AMERICAN RESEARCH CHE	4/23/2021	\$75.61 DEODORIZER
Paid Chk# 015623	NORTH CENTRAL LABORATORI	4/23/2021	\$440.06 M-FC BROTH/BUFFERED DIL/PETRI
Paid Chk# 015624	RWI PIPE FABRICATORS, INC	4/23/2021	\$714.00 FLG X FLG PRIMED & GASKETS
Paid Chk# 015625	USA BLUEBOOK	4/23/2021	\$172.32 Y STRAINER/MESH SCREEN
Paid Chk# 015626	BADGER LABORATORIES INC	4/30/2021	\$997.60 SOLIDS/PHOSPHORUS/COLIFORM
Paid Chk# 015627	BERLIN CITY TREASURER	4/30/2021	\$30,156.48 APRIL PAYROLL
Paid Chk# 015628	DAVIES WATER #1476	4/30/2021	\$320.00 CUT IN SLEEVE
Paid Chk# 015629	FAB TECH WASTEWATER	4/30/2021	\$2,250.00 21030-PKG/ DRIP TRAP
Paid Chk# 015630	FIRST SUPPLY	4/30/2021	\$79.82 STAINLESS NIPPLE316/SCH40
Paid Chk# 015631	GFL SOLID WASTE MIDWEST LL	4/30/2021	\$234.36 WASTEWATER/TRASH SERVICE
Paid Chk# 015632	HYLER SEPTIC SERVICE, LLC	4/30/2021	\$300.00 WATER JETTING- JIM PLATO
Paid Chk# 015633	INTERSTATE BATTERY	4/30/2021	\$99.95 SRM-24
Paid Chk# 015634	NORTH CENTRAL LABORATORI	4/30/2021	\$169.12 PHOSPHORUS TEST'N'TUBE
Paid Chk# 015635	NOVAK EXCAVATING INC	4/30/2021	\$2,128.75 JASMINE STREET LOT15/16
Paid Chk# 015636	SPEEDY CLEAN DRAIN & SEWE	4/30/2021	\$2,120.00 IDENTIFY/TELEWISE FOR DEGET I
Paid Chk# 015637	U S CELLULAR	4/30/2021	\$167.52 MONTHLY SERVICE THRU 05/15/21
Paid Chk# 015638	USA BLUEBOOK	4/30/2021	\$436.66 ROPE/DEEP SOCKET/ SOCKET KIT
Paid Chk# 015639	WI DNR	4/30/2021	\$276.00 2021 WATER USE FEES
Paid Chk# 015640	WSI WATER	4/30/2021	\$1,679.66 POLYCLEAR

utility payables

***Check Summary Register©**

APRIL 30 2021

Name	Check Date	Check Amt
Total Checks		\$176,535.14

CITY OF BERLIN

PAYROLL FOR APRIL - 2021

Net Payroll

	PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY		
	4/2/2021	7	General City	57,439.53			
	4/2/2021	7.01	Drover Uniform	230.87			
	4/2/2021	7	Utility		10,860.95		
	4/7/2021	7.02	Wallner, Peters Uniform	415.19			
	4/7/2021	7.03	Fireman 1st Qtr	3,797.51			
	4/9/2021	7.04	Elections	1678.50			
	4/16/2021	8	General City	66,086.47			
	4/16/2021	8	Utility		10,966.96		
	4/16/2021	8.01	Election	40.50			
	4/30/2021	9	General City	67,679.78			
	4/30/2021	9	Utility		11,182.62		
			TOTAL MONTHLY PAYROLL	197,368.35	33,010.53		

DATE: May 6, 2021

TO: Common Council

FROM: Jodie Olson, City Administrator

RE: 2020 Audit

BACKGROUND: Kevin Behnke, our lead auditor from Hawkins Ash, will present the 2020 audit results to the committee. Kevin will give you a brief presentation of the audit highlights and answer any questions you may have. The audit process went well, and we have again received an unqualified, clean opinion on our books, which is the highest opinion that can be achieved in an audit. Overall, the city finances are stable, general fund balance is in a good position, and all departments did a good job holding down expenses.

Attached is an audit summary prepared by the auditors. If you would like to review the entire detailed audit, please feel free to contact me. If you have specific or detailed questions, please feel free to contact me prior to the meeting. Depending on your questions, I may need to do some research to get you the answer.

RECOMMENDATION: Listen to presentation by Hawkins Ash on 2020 audit and accept and place 2020 audit on file.

CITY OF BERLIN, WISCONSIN

SUMMARY FINANCIAL REPORT
WITH INDEPENDENT AUDITORS'
REPORT

DECEMBER 31, 2020

CITY OF BERLIN, WISCONSIN
SUMMARY FINANCIAL REPORT
TABLE OF CONTENTS
DECEMBER 31, 2020

Page

2-3	Independent Auditors' Report
4	Combined Balance Sheet
	General Fund
5	Revenue
6	Expenditures
7	Statement of Revenue, Expenses and Changes in Net Position - Sewer and Water Utility
8	Statement of Revenue, Expenses and Changes in Fund Balance - Other Funds
9	Other Financial Information

INDEPENDENT AUDITORS' REPORT

To the City Council
City of Berlin, Wisconsin

The accompanying summary financial statements of the City of Berlin, Wisconsin, as of and for the years ended December 31, 2020 and 2019, as listed in the table of contents, are derived from the audited financial statements of governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Berlin, Wisconsin, as of and for the years ended December 31, 2020 and 2019, and the related notes, which collectively comprise the City's basic financial statements. We expressed an unmodified audit opinion on those audited financial statements in our reports dated April 14, 2021 and May 6, 2020. The audited financial statements, and the summary financial statements derived therefrom, do not reflect the effects of events, if any, which occurred subsequent to the date of our report on the audited financial statements.

The summary financial statements do not contain all the disclosures required by accounting principles generally accepted in the United States of America. Reading the summary financial statements, therefore, is not a substitute for reading the audited financial statements of the City of Berlin, Wisconsin.

Management's Responsibility for the Summary Financial Statements

Management is responsible for the preparation of the summary financial statements on the same basis of accounting as the fund financial statements of the audited financial statements.

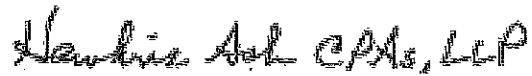
Auditors' Responsibility

Our responsibility is to express an opinion about whether the summary financial statements are consistent, in all material respects, with the audited financial statements based on our procedures, which were conducted in accordance with auditing standards generally accepted in the United States of America. The procedures consisted principally of comparing the summary financial statements with the related information in the audited financial statements from which the summary financial statements have been derived, and evaluating whether the summary financial statements are prepared in accordance with the basis described above.

Opinion

In our opinion, the summary financial statements of City of Berlin, Wisconsin, as of and for the years ended December 31, 2020 and 2019 referred to above are consistent, in all material respects, with the audited financial statements from which they have been derived, on the basis described above.

HAWKINS ASH CPAS, LLP

A handwritten signature in dark ink that reads "Hawkins Ash CPAs, LLP". The signature is written in a cursive, flowing style.

Manitowoc, Wisconsin
April 14, 2021

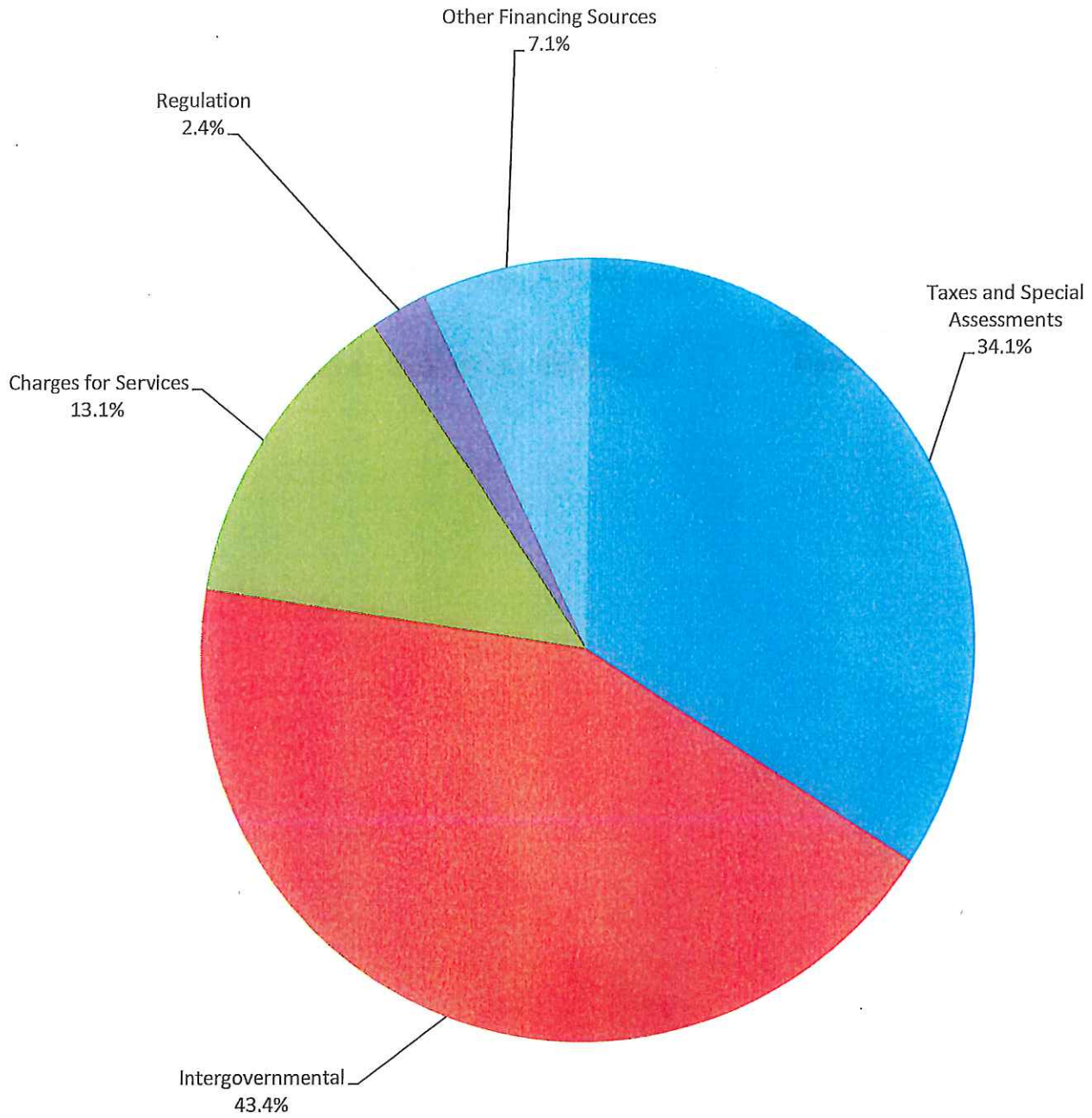
CITY OF BERLIN, WISCONSIN
COMBINED BALANCE SHEET
DECEMBER 31, 2020

	DECEMBER 31,	
	2020	2019
ASSETS		
Cash and cash equivalents	\$ 6,999,034	\$ 4,415,823
Investments	10,374,972	10,205,663
Receivables		
Taxes	4,692,160	4,821,959
Accounts and other	761,926	820,881
Special assessments	172,580	169,214
Loan	1,915,647	2,078,338
Due from other funds	159,770	418,599
Due from other governments	60,189	136,701
Inventories	33,121	33,448
Restricted assets		
Cash and investments	1,475,018	1,376,460
Accrued interest	2,988	3,068
Advances to other funds	938,247	1,157,722
Wisconsin Retirement System net pension	85,637	-
Capital assets, less accumulated depreciation	11,763,965	11,365,937
TOTAL ASSETS	39,435,254	37,003,813
DEFERRED OUTFLOWS OF RESOURCES		
Wisconsin Retirement System pension	205,842	379,616
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	39,641,096	37,383,429
LIABILITIES		
Accounts payable	465,654	259,434
Accrued liabilities		
Payroll	136,242	130,857
Due to other funds	159,770	418,599
Due to other governments	1,628,614	1,410,380
Deposit payable	700	600
Unearned revenue - other	1,924,169	2,099,287
Advances from other funds	938,247	1,157,722
Payable from restricted assets		
Accrued revenue bond interest	3,097	3,302
Current portion of long-term debt	220,321	210,363
Noncurrent portion of long-term debt	619,903	753,042
TOTAL LIABILITIES	6,096,717	6,443,586
DEFERRED INFLOWS OF RESOURCES		
Unavailable revenue - tax roll	2,476,303	2,444,027
Unavailable revenue - special assessments	77,145	76,804
Wisconsin Retirement System pension	261,556	263,735
TOTAL DEFERRED INFLOWS OF RESOURCES	2,815,004	2,784,566
EQUITY		
Net position	19,709,688	19,055,348
General fund	3,966,491	3,659,981
Other funds	7,053,196	5,439,948
TOTAL EQUITY	30,729,375	28,155,277
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND EQUITY	\$ 39,641,096	\$ 37,383,429

CITY OF BERLIN, WISCONSIN
GENERAL FUND REVENUE
YEAR ENDED DECEMBER 31, 2020

	<u>2020</u>		<u>2019</u>	<u>CHANGE FROM</u>	
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>PRIOR YEAR</u>	
REVENUE					
Taxes	\$ 2,109,036	\$ 2,108,464	\$ 2,086,097	\$ 22,367	1%
Intergovernmental					
Federal, state and local government	2,545,396	2,685,448	2,511,181	174,267	7%
Regulation					
Licenses and permits	100,317	91,721	91,243	478	1%
Fines, forfeits, and penalties	62,550	56,013	63,537	(7,524)	-12%
Charges for services					
Public charges for services	693,450	537,224	635,914	(98,690)	-16%
Intergovernmental charges for services	322,446	271,083	310,085	(39,002)	-13%
Miscellaneous	197,399	232,205	265,006	(32,801)	-12%
Other Financing Sources					
Operating transfers in	190,000	187,005	191,396	(4,391)	-2%
Sale of capital assets	-	21,373	-	21,373	N/A
TOTAL REVENUE AND OTHER FINANCING SOURCES	<u>\$ 6,220,594</u>	<u>\$ 6,190,536</u>	<u>\$ 6,154,459</u>	<u>\$ 36,077</u>	1%

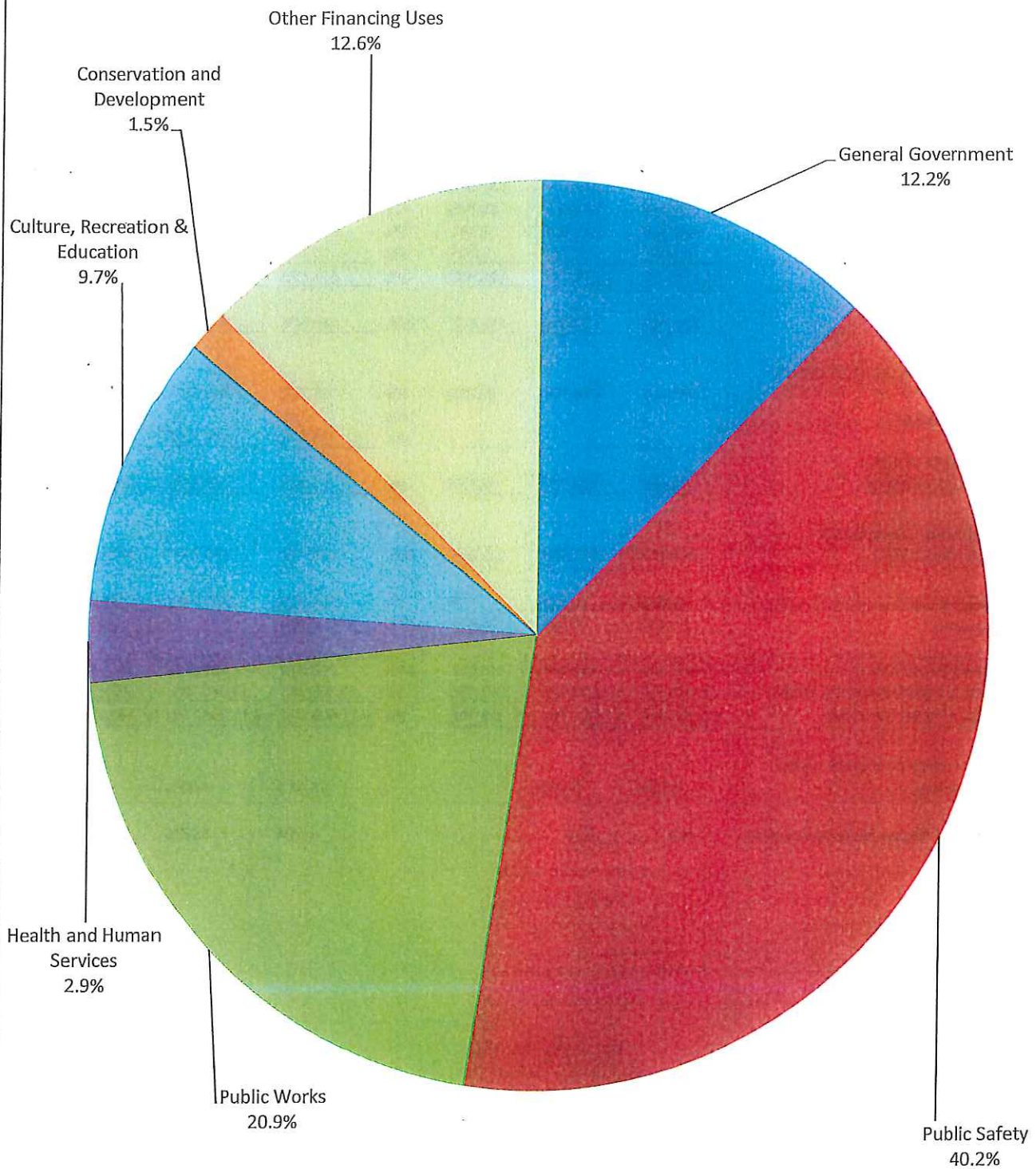
**CITY OF BERLIN, WISCONSIN
2020 GENERAL FUND REVENUE**



CITY OF BERLIN, WISCONSIN
GENERAL FUND EXPENDITURES
YEAR ENDED DECEMBER 31, 2020

	<u>2020</u>		<u>2019</u>	<u>CHANGE FROM</u>	
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>PRIOR YEAR</u>	
EXPENDITURES					
General Government	\$ 670,524	\$ 720,317	\$ 625,505	\$ 94,812	15%
Public Safety	2,594,968	2,366,004	2,569,291	(203,287)	-8%
Public Works	1,248,966	1,227,817	1,237,357	(9,540)	-1%
Health and Human Services	221,293	172,424	201,599	(29,175)	-14%
Culture, Recreation and Education	768,390	570,827	709,297	(138,470)	-20%
Conservation and Development	164,206	86,241	110,386	(24,145)	-22%
Other financing uses					
Operating transfer out	<u>723,979</u>	<u>740,397</u>	<u>741,312</u>	<u>(915)</u>	0%
TOTAL EXPENDITURES AND OTHER FINANCING USES	<u>\$ 6,392,326</u>	<u>\$ 5,884,027</u>	<u>\$ 6,194,747</u>	<u>\$ (310,720)</u>	-5%

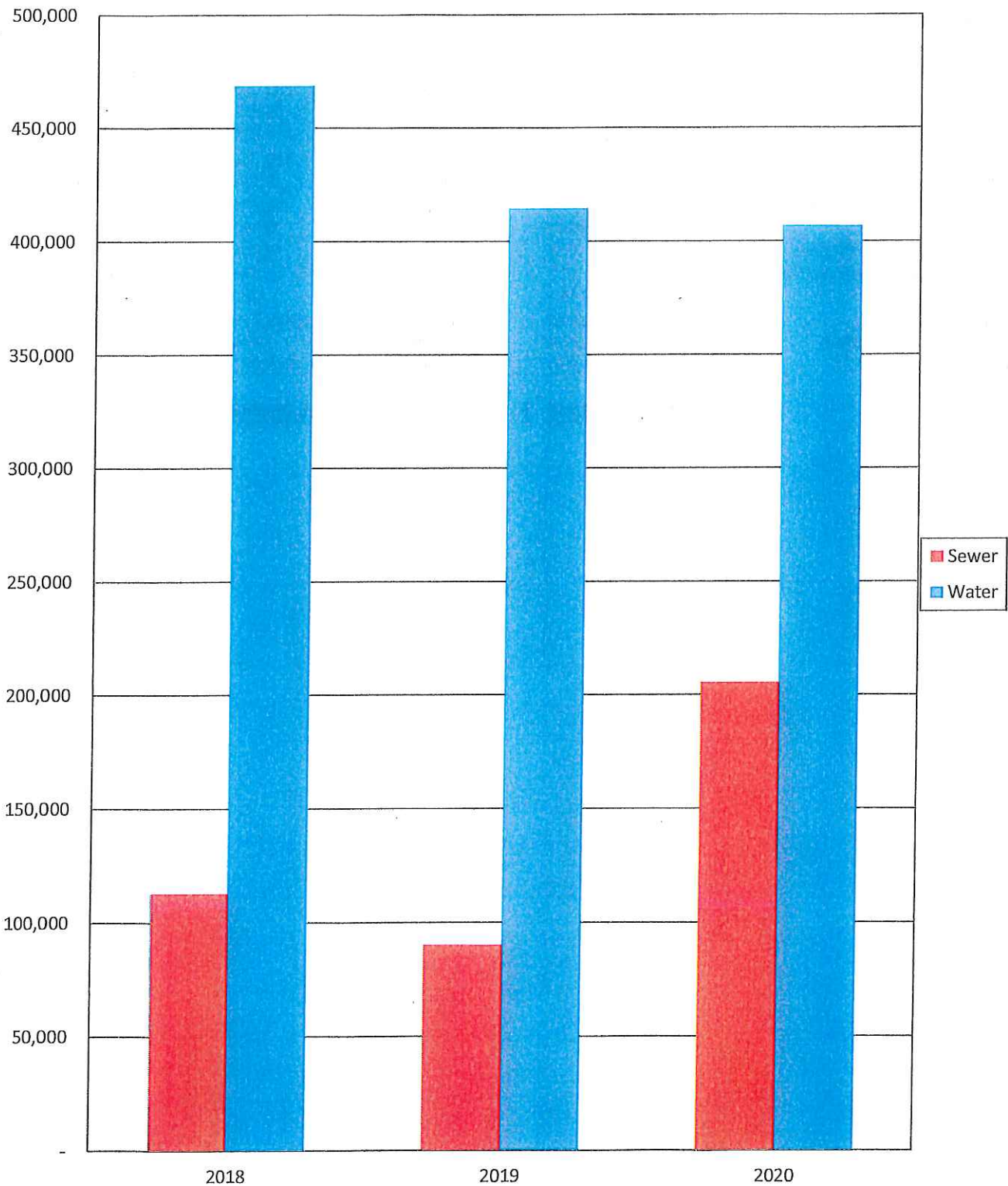
**CITY OF BERLIN, WISCONSIN
2020 GENERAL FUND EXPENDITURES**



CITY OF BERLIN, WISCONSIN
STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION
SEWER AND WATER UTILITY

	YEAR ENDED DECEMBER 31,							
	SEWER				WATER			
	2020	2019	CHANGE FROM PRIOR YEAR		2020	2019	CHANGE FROM PRIOR YEAR	
OPERATING REVENUE								
Charges for services	\$ 1,350,700	\$ 1,264,432	\$ 86,268	7%	\$ 1,238,217	\$ 1,217,389	\$ 20,828	2%
OPERATING EXPENSES								
Operations and maintenance	481,253	517,614	(36,361)	-7%	327,224	269,844	57,380	21%
General and administrative	223,164	226,169	(3,005)	-1%	180,632	219,262	(38,630)	-18%
Depreciation	422,395	413,064	9,331	2%	310,043	300,416	9,627	3%
Taxes	18,457	17,382	1,075	6%	13,740	13,616	124	1%
TOTAL OPERATING EXPENSES	<u>1,145,269</u>	<u>1,174,229</u>	<u>(28,960)</u>	-2%	<u>831,639</u>	<u>803,138</u>	<u>28,501</u>	4%
OPERATING INCOME	<u>205,431</u>	<u>90,203</u>	<u>115,228</u>	128%	<u>406,578</u>	<u>414,251</u>	<u>(7,673)</u>	-2%
NONOPERATING REVENUE (EXPENSES)								
Interest income	99,468	104,700	(5,232)	-5%	85,772	142,511	(56,739)	-40%
Miscellaneous revenue	-	-	-	N/A	48	-	48	N/A
Interest expense	-	-	-	N/A	(14,676)	(16,132)	1,456	9%
TOTAL NONOPERATING REVENUE (EXPENSES)	<u>99,468</u>	<u>104,700</u>	<u>(5,232)</u>	-5%	<u>71,144</u>	<u>126,379</u>	<u>(55,235)</u>	-44%
INCOME BEFORE TRANSFERS AND CONTRIBUTIONS	<u>304,899</u>	<u>194,903</u>	<u>109,996</u>	56%	<u>477,722</u>	<u>540,630</u>	<u>(62,908)</u>	-12%
Operating transfers out	(2,642)	(2,656)	14	1%	(184,363)	(177,740)	(6,623)	-4%
Capital contributions	<u>55,845</u>	<u>50,239</u>	<u>5,606</u>	11%	<u>2,880</u>	<u>-</u>	<u>2,880</u>	N/A
CHANGE IN NET POSITION	<u>358,102</u>	<u>242,486</u>	<u>115,616</u>	48%	<u>296,239</u>	<u>362,890</u>	<u>(66,651)</u>	-18%
NET POSITION AT BEGINNING OF YEAR	<u>7,751,562</u>	<u>7,509,076</u>	<u>242,486</u>	3%	<u>11,303,785</u>	<u>10,940,895</u>	<u>362,890</u>	3%
NET POSITION AT END OF YEAR	<u>\$ 8,109,664</u>	<u>\$ 7,751,562</u>	<u>\$ 358,102</u>	5%	<u>\$ 11,600,024</u>	<u>\$ 11,303,785</u>	<u>\$ 296,239</u>	3%
Operating rate of return on average capital assets and inventory	5.03%	2.35%			5.41%	5.65%		
Public Service Commission return on rate base	N/A	N/A			4.51%	5.26%		

**CITY OF BERLIN, WISCONSIN
2018-2020 WATER AND SEWER UTILITY
OPERATING INCOME**

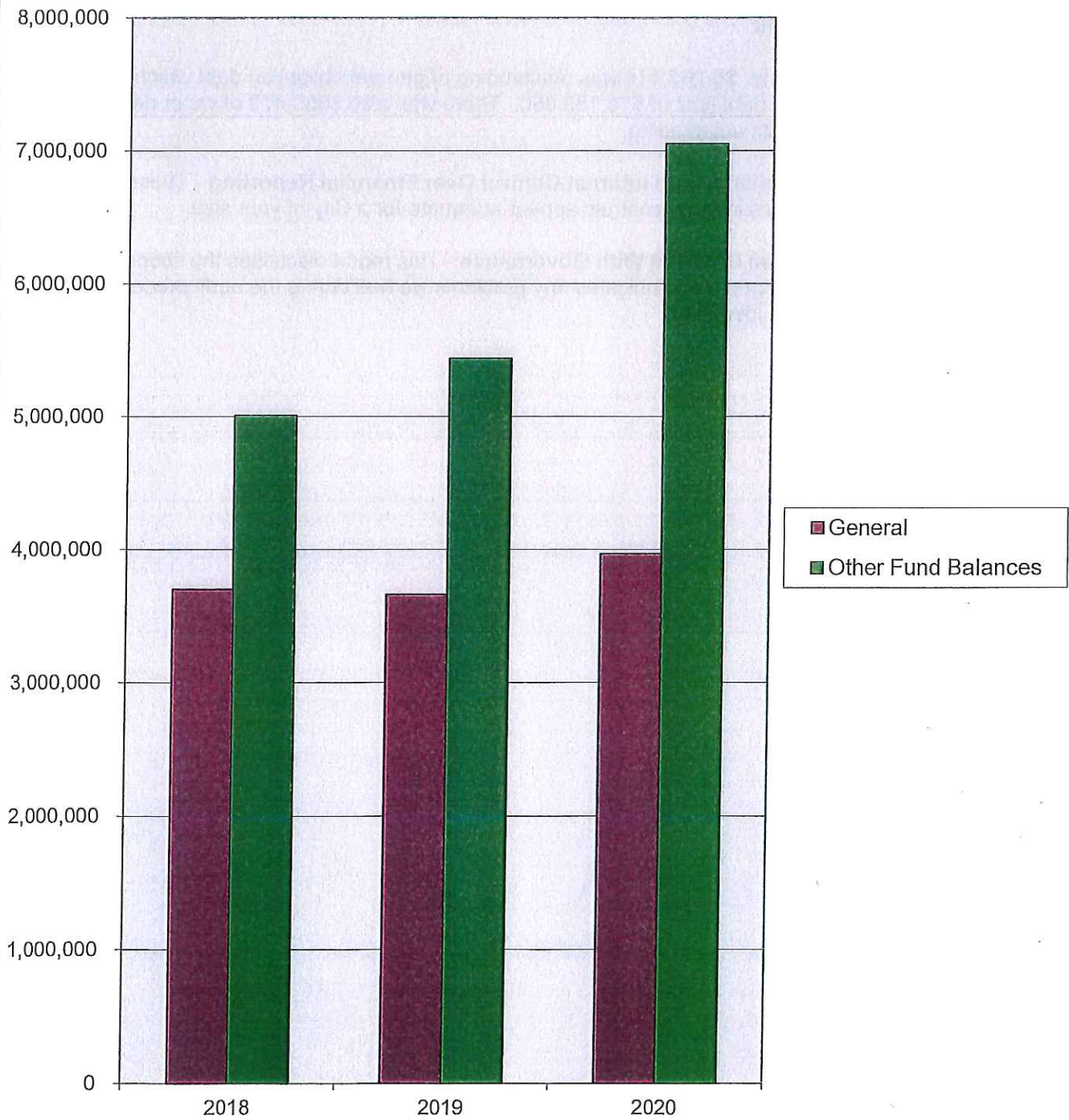


CITY OF BERLIN, WISCONSIN

STATEMENT OF REVENUE, EXPENSES AND CHANGES IN FUND BALANCE - OTHER FUNDS

	BALANCE JANUARY 1, 2020	REVENUE	EXPENDITURES	BALANCE DECEMBER 31, 2020
CDBG Housing Grant	\$ 91,434	\$ 121,466	\$ 62,984	\$ 149,916
Revolving Loan	399,762	86,948	797	485,913
Debt Service	114,569	570,731	497,983	187,317
Senior Special Account	42,233	73,758	65,796	50,195
Cemetery Expendable Trust	519,304	6,729	15,879	510,154
Library Expendable Trust	1,083,647	75,152	11,030	1,147,769
Capital Projects	748,130	2,263,124	1,216,512	1,794,742
TID #9 - North River Block	(105,291)	13,222	2,191	(94,260)
TID #10 - North Industrial Park	(1,026,489)	223,512	16,472	(819,449)
TID #01E - RAJ	(25,941)	11,200	9,797	(24,538)
TID #02E - David White Property	567	19,452	19,960	59
TID #14 - East Side Apartment Complex	917	73,171	13,135	60,953
TID #15 - Downtown	157,784	34,577	460	191,901
Custodial Fund	3,020,679	4,588,383	4,649,229	2,959,833
Library Endowment Principal	57,630	1,444	1,444	57,630
Internal Service	361,013	411,025	376,977	395,061
TOTAL	\$ 5,439,948	\$ 8,573,894	\$ 6,960,646	\$ 7,053,196

**CITY OF BERLIN, WISCONSIN
2018-2020 FUND EQUITY**



CITY OF BERLIN, WISCONSIN
OTHER FINANCIAL INFORMATION
DECEMBER 31, 2020

Independent Auditors' Report - An unmodified "clean" auditors' opinion was issued on the City's financial statements. Our opinion states that we found your statements present fairly, in all material respects, the financial activity of the City.

Cash and Investments - The City's cash and investments increased \$2,851,078 during 2020.

Fixed Assets - The City spent \$1,242,198 on general fixed assets and \$1,130,466 on sewer and water fixed assets during 2020.

Long-Term Debt - At year end, \$5,265,414 was outstanding of general obligation debt which is below the City's state statute debt limit of \$15,189,850. There was also \$650,479 of water debt and \$780,717 of employee benefits outstanding.

Auditors' Reports on Compliance and Internal Control Over Financial Reporting - These reports conclude that the City's internal controls appear adequate for a City of your size.

Communications With Those Charged With Governance - This report discusses the scope and limitations of a financial audit and communicates any problems we had during the audit process. No significant problems were identified.

DATE: May 7, 2021

TO: Common Council

FROM: Jodie Olson, City Administrator

RE: CDBG-CV Grant Subaward Agreement

BACKGROUND: The grant agreement for the CDBG-CV grant award is ready for review and execute. This is the final paperwork for the award acceptance for the Microenterprise Grant Program and Air Purification System for a total of \$160,999. Both grants are under the same award so only one contract will be executed.

RECOMMENDATION: Approve Agreement Between the State of Wisconsin Department of Administration and City of Berlin and authorize the appropriate signatures.

**AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
AND
CITY OF BERLIN**

THIS SUBAWARD AGREEMENT is made and entered into for the period of **01/21/2020** through **5/31/2023** ("Performance Period"), by and between the Department of Administration ("Department"), State of Wisconsin ("State"), whose principal business address is 101 East Wilson Street, P.O. Box 7970, Madison, WI 53707-7970 and the **City of Berlin** ("Grantee"), whose service address is 108 N. Capron Street, PO Box 272, Berlin, WI 54923.

WHEREAS, on behalf of the State, the Department administers the **Community Development Block Grant CV Program** ("Program"), to prevent, prepare for and respond to the coronavirus to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **\$160,999** for eligible activities herein described ("Project"); and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the Department and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 41 and Attachment A – F which are annexed and made a part hereof.

Attachment A – Scope of Work
Attachment B – Budget
Attachment C - Source of Funds
Attachment D – Method of Payment
Attachment E – Reporting Requirements
Attachment F – Program Rules & Special Conditions

IN WITNESS WHEREOF, the Department and Grantee have executed this Agreement as of the date this Agreement is signed by the Department.

CITY OF BERLIN

**DEPARTMENT OF ADMINISTRATION
DIVISION OF ENERGY, HOUSING &
COMMUNITY RESOURCES**

BY: _____
Joel Bruessel

BY: _____
Susan Brown

TITLE: Mayor

TITLE: Division Administrator

DATE: _____

DATE: _____

DUNS Number: 080486178

GENERAL TERMS AND CONDITIONS

ARTICLE 1. AGREEMENT ADMINISTRATION

The Department employee responsible for the administration of this Agreement shall be the **Division Administrator** or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be the **Mayor**, who shall represent the Grantee's interest regarding Agreement performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

The person(s) signing this Agreement on behalf of the Grantee certifies and attests that the Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Grantee, on whose behalf they are executing this document.

ARTICLE 2. CONDITIONS OF THE PARTIES' OBLIGATION

This Agreement is contingent upon authorization of Wisconsin and United States laws, and any material amendment to, or repeal of same affecting relevant authority of the State of Wisconsin in regard to Program shall serve to revise or terminate this Agreement, except as further agreed by the parties hereto. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.

The Grantee shall notify the Department in writing within ten (10) days of change in the Grantee's address. All notices, demands or requests under this Agreement shall be in writing.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all applicable federal and state laws, published circulars, ordinances, federal and state administrative regulations, guidance, and findings that are in effect during the Performance Period of this Agreement and which in any manner affect the Grantee's work or conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State it being understood that in such matters the Department acts as an agent and representative of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or sub recipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and sub recipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

Grantee assumes full responsibility and holds the Department harmless for any and all payments made, or any other actions taken by the Department in reliance upon the above representation. Further, Grantee agrees to indemnify the Department against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the Department resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense, including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

The eligible activities under this Agreement are summarized in the Attachments. In the event of a conflict between the summary in the Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, the Attachments shall control.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget. Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

ARTICLE 5. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, or sub recipients shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Department. The Department reserves the right to reject any sub recipient after notification. The Grantee shall provide the Department with a copy of any executed subcontract or accepted sub recipient bid for the purpose of administering this Agreement that relates to activities funded and exceeds the total grant amount in the Attachments. The Grantee shall be responsible for all matters involving any sub recipient engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a sub recipient. The State bears no responsibility for sub recipient compliance, performance, or dispute resolution hereunder.

ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Ethics Commission, 212 East Washington Ave., Third Floor, Madison, WI 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 7. CONFLICT OF INTEREST

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

ARTICLE 8. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, Division of Enterprise Operations, P.O. Box 7857, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 9. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business, local business, woman-owned and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 10. TERMINATION OF AGREEMENT

The Department reserves the right to terminate this Agreement in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

Notwithstanding and in addition to the right to terminate the Agreement for cause described above, the Department may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the State. However, in the event that the project is ineligible for funding under applicable federal rules, the State shall have no liability to the grantee whatsoever.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

ARTICLE 11. FAILURE TO PERFORM

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 12. PUBLICATIONS AND SOFTWARE DEVELOPMENT

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) The following notation shall be carried on all articles, reports, publications, or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Division of Energy, Housing & Community Resources under the terms and conditions of this Agreement."

ARTICLE 13. AMENDMENT

Except as provided in this Article, this Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

Upon written request of the grantee and at the sole discretion of the Division, an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total grant award amount shall not be exceeded. No other terms or conditions of the Agreement may be adjusted absent an Amendment, and all other terms and condition shall remain the same and in full effect if an adjustment is made.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

ARTICLE 15. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 16. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts, or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 17. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

ARTICLE 18. STANDARDS OF PERFORMANCE

The Grantee shall perform the Project and activities as set forth in the application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 19. EXTRA WORK

If applicable, and if the Department desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement, such work shall be considered extra work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the Department and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the Department.

Any such continuance of service that would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Wisconsin Legislature or the receipt of funds from the federal government.

ARTICLE 20. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

FISCAL TERMS AND CONDITIONS**ARTICLE 21. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the federal government for the services covered under this Agreement.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds or receipt of funds from the federal government. The Department reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the Legislature or federal government.

ARTICLE 22. ALLOWABLE COSTS

The Omni Circular Subpart E shall be complied with by the Grantee with respect to specific items and their cost allowability.

ARTICLE 23. REIMBURSEMENT OF FUNDS

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the Department. The word "funds" as used in this Article does not include Program Income.

ARTICLE 25. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in the Attachments and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

The minimum acceptable financial records for the Project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the Project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to Project funds.

ARTICLE 26. METHOD OF PAYMENT

Payments are to be used exclusively for eligible costs incurred during the Performance Period of this Agreement. The Department shall make payment to the Grantee upon receipt of an invoice submitted to the following email or address:

DOADEHCRFiscal@wisconsin.gov

**Department of Administration
Division of Energy, Housing & Community Resources
Attn: Fiscal
P. O. Box 7970
Madison, WI 53707-7970**

Payments under this Agreement shall be made according to the schedule incorporated as part of this Agreement in the Attachments. Invoices shall reflect eligible costs incurred by approved Budget line item, as identified in the Attachments. Invoices shall be accompanied by written documentation of eligible costs.

Final Payment/Close-Out

Requests for final payment of any and all funds awarded by this Agreement shall be received by the Department by the end of the Performance Period or upon termination of this Agreement unless otherwise specifically provided for in the Attachments. The State of Wisconsin is not responsible for payment of any request received outside of the aforementioned time frame, unless a valid amendment of this contract is executed.

ARTICLE 27. LIMITATION ON COSTS

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed the total amount for eligible costs, as identified in the Attachments. Changes to this Agreement that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

ARTICLE 28. ELIGIBLE COSTS

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the Department.
2. Costs only as identified in the Budget, described in the Scope of Work, as included in the Attachments are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the Department.

ADMINISTRATIVE TERMS AND CONDITIONS**ARTICLE 29. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with the Omni Circular Subpart F, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

***NOTE:** If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.*

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

ARTICLE 30. RECORDS AND REPORTS

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

ARTICLE 31. BONDING AND INSURANCE

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

ARTICLE 32. EXAMINATION OF RECORDS

The Department, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

SPECIAL TERMS AND CONDITIONS

ARTICLE 33. COMPETITIVE PROCUREMENT PRACTICES

The Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 34. REASONABLE COSTS

The Grantee shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 35. AUDITS

Grantee shall perform an "Agreed upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the Department and the Auditor and shall extend beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 36. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information ("Confidential Information") for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such Representatives to read and sign a non-disclosure statement and shall be responsible for the breach of this Agreement by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Definitions

"Confidential Information" means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

"Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

ARTICLE 37. LOBBYING

Program funds may not be used to influence federal contracting or financial transactions.

ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding the Grantee's applications for these funds been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding the Grantee's applications for these funds had one or more public transactions (federal, state, or local) terminated for cause or default.

ARTICLE 39. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by the Attachments. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 40. PATENT INFRINGEMENT

If the Grantee is selling or providing for use articles to the State of Wisconsin, the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, the Grantee guarantees that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees to pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registrations and/or exhibit/booth space, if requested.

ATTACHMENT A

SCOPE OF WORK

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement shall take precedence.

1. Scope of Work:

Microenterprise Grant Program:

- Award grants to eligible LMI businesses with 5 or less employees that were impacted due to the COVID-19 pandemic

Air Purification System:

- Purchase and install UV, anti-bacterial lights at City Hall, Senior Center and library

2. Time Table:

Due Date	Activity
Prior to Construction and Acquisition and/or Start of Program	<ul style="list-style-type: none"> • Execute Grant Agreement. • Establish record keeping system. • Establish financial management system. • Procure engineering and administrative services, if contracting with third-party firm(s) for these services. • Submit draft or executed grant administration contract to DEHCR CDBG Project Representative for review, if contracting with a third-party for grant administration. • Enter into the grant administration contract, if contracting with a third-party for grant administration. • Complete Environmental Report and obtain official approval from DEHCR Environmental Desk. Submit copy of approval from DEHCR Environmental Desk to DEHCR CDBG Project Representative. • Submit "Notice of Acquisition/Relocation to DEHCR" form (if applicable) • Complete acquisition and relocation requirements for property purchase, easement(s), etc., if applicable to project. • Obtain federal Davis-Bacon wage rates, if federal labor standards are applicable to project. • Complete Record of Wage Decision Selection Form prior to bidding, if federal labor standards are applicable to project; and submit to DEHCR CDBG Project Representative for review. • Prepare and solicit construction and/or demolition related bids, if applicable. • Check for wage decision updates prior to bid opening and inform potential bidders of updates, if federal labor standards are applicable to project. • Submit Notice of Contractor Award form(s) for prime contract(s) awarded, if applicable. • Submit detailed bid tabulation summary to DEHCR CDBG Project Representative, if applicable. • Obtain all necessary permits. • Hold pre-construction meeting (pre-construction meeting is optional but strongly recommended). Submit meeting minutes/notes to DEHCR CDBG Project Representative, if a pre-construction meeting was held.

July 31, 2021	<ul style="list-style-type: none"> • Begin Construction and/or Start Program. Document and report progress and/or delays to DOA.
September 25, 2021	<ul style="list-style-type: none"> • Submit Semi-Annual LSER (if applicable) and MBE/WBE Report for the period of April 1, 2021 through September 30, 2021, and Annual Section 3 Report for the period of October 1, 2020 through September 30, 2021 [reporting activities March 23, 2021 (the Award Date) through September 30, 2021], unless notified by DEHCR CDBG Project Representative of another submission date.
October 15, 2021	<ul style="list-style-type: none"> • Submit Semi-Annual Report and supporting documentation for the period of April 1, 2021 through September 30, 2021 [reporting activities March 23, 2021 (the Award Date) through September 30, 2021]. Reporting must follow the guidance provided in the CDBG Implementation Handbook. • Submit CDBG CV Project Microenterprise Self Certification Report for the period of April 1, 2021 through September 30, 2021 [reporting activities March 23, 2021 (the Award Date) through September 30, 2021].
January 15, 2022	<ul style="list-style-type: none"> • Submit Single Audit Statement for CY2021 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2022, whichever date is <i>earlier</i>).
March 25, 2022	<ul style="list-style-type: none"> • Submit Semi-Annual LSER (if applicable), MBE/WBE Report, and Section 3 Report for the period of October 1, 2021 through March 31, 2022, unless notified by DEHCR CDBG Project Representative of another submission date.
March 31, 2022	<ul style="list-style-type: none"> • Complete Fair Housing Actions described in the attachments of the Grant Agreement.
April 15, 2022	<ul style="list-style-type: none"> • Submit Semi-Annual Report and supporting documentation for the period of October 1, 2021 through March 31, 2022. Reporting must follow the guidance provided in the CDBG Implementation Handbook. • Report Fair Housing Actions completed (in the Fair Housing section of the Semi-Annual Report Summary Narrative) and submit supporting documentation to DEHCR. • Submit CDBG CV Project Microenterprise Self Certification Report for the period of October 1, 2021 through March 31, 2022.
September 25, 2022	<ul style="list-style-type: none"> • Submit Semi-Annual LSER (if applicable) and MBE/WBE Report for the period of April 1, 2021 through September 30, 2022, and Annual Section 3 Report for the period of October 1, 2021 through September 30, 2022, unless notified by DEHCR CDBG Project Representative of another submission date.
September 30, 2022	<ul style="list-style-type: none"> • Complete Single Audit and submit Single Audit Report for CY2021 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2022, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if

	<p>the Grantee was required to complete a Single Audit for CY2021. Reporting must follow the guidance provided in the CDBG Implementation Handbook.</p> <ul style="list-style-type: none"> • Conduct second Public Hearing to report project progress to, and receive input from, local community regarding the CDBG project.
October 15, 2022	<ul style="list-style-type: none"> • Submit Semi-Annual Report and supporting documentation to DEHCR CDBG Project Representative for the period of April 1, 2021 through September 30, 2021. Reporting must follow the guidance provided in the CDBG Implementation Handbook. • Report status of second Public Hearing completion (in the 2nd Citizen Participation Public Hearing section of the Semi-Annual Report Summary Narrative) and submit second Public Hearing meeting notice, attendance list, and minutes to DEHCR CDBG Project Representative. • Submit CDBG CV Project Microenterprise Self Certification Report for the period of April 1, 2022 through September 30, 2022
January 15, 2023	<ul style="list-style-type: none"> • Submit Single Audit Statement for CY2022 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2023, whichever date is <i>earlier</i>).
March 25, 2023	<ul style="list-style-type: none"> • Submit Semi-Annual LSER (if applicable), MBE/WBE Report, and Section 3 Report for the period of October 1, 2021 through March 31, 2022, unless notified by DEHCR CDBG Project Representative of another submission date.
March 31, 2023	<ul style="list-style-type: none"> • Complete all Construction and/or Program Activities. • End of Construction Period. <i>No construction expenses incurred after this date.</i>
May 31, 2023	<ul style="list-style-type: none"> • Submit Final Payment Request and supporting documents. • Submit Project Completion Report and supporting documents. • Submit Final Summary Narrative and supporting documents for the period of October 1, 2022 through May 31, 2023 (with the Completion Report). Reporting must follow the guidance provided in the CDBG Implementation Handbook. • Submit Semi-Annual LSER (if applicable) and MBE/WBE Report for the period of April 1, 2023 through May 31, 2023 (with Completion Report). • Submit Final Labor Standards Compliance Report (LSCR) for each prime contractor (with Completion Report), if applicable. • Submit Annual Section 3 Report for the period of October 1, 2022 through September 30, 2023 (with Completion Report). • Submit CDBG CV Project Microenterprise Self Certification Report and supporting documentation for the entire Grant Agreement period.
September 30, 2023	<ul style="list-style-type: none"> • Complete Single Audit and submit Single Audit Report for CY2022 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2023, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if the Grantee was required to complete a Single Audit for CY2022.

	Reporting must follow the guidance provided in the CDBG Implementation Handbook.
January 15, 2024	<ul style="list-style-type: none"> • Submit Single Audit Statement for CY2023 to DEHCR CDBG Project Representative. Arrange for Single Audit, if required (Single Audit Report will be due to Federal Audit Clearinghouse within 30 days of Single Audit being completed or September 30, 2024, whichever date is <i>earlier</i>).
September 30, 2024	<ul style="list-style-type: none"> • Complete Single Audit and submit Single Audit Report for CY2023 to Federal Audit Clearinghouse (submit within 30 days of Single Audit completion or September 30, 2024, whichever date is <i>earlier</i>). Submit record of this submission to DEHCR CDBG Project Representative, if the Grantee was required to complete a Single Audit for CY2023. Reporting must follow the guidance provided in the CDBG Implementation Handbook.

ATTACHMENT B**BUDGET**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement, shall take precedence.

Project	CDBG Award Amount	Grantee Match Amount	Total
City of Berlin Microenterprise Assistance and Air Purification System	\$160,999.00	\$0	\$160,999.00

Grantee Match:

No minimum match amount is required for the Grantee to be eligible for the total CDBG award.

Engineering/Architectural Costs:

No CDBG funds will be used for engineering/architectural costs. All engineering/architectural costs will be borne by the Grantee.

Administrative Costs:

Eligible administration costs for the purposes of this Agreement to be paid with CDBG funding shall not exceed the amount designated on the CDBG Payment Request Form. Any administration costs exceeding the designated amount shall be borne by the Grantee.

Duplication of Benefits:

The Grantee agrees to establish and maintain adequate procedures to prevent any duplication of benefits as required by section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155), as amended by section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115-254; 132 Stat. 3442). A Grantee's policies and procedures are not adequate unless they include, at a minimum: (1) a requirement that any person or entity receiving CDBG-CV assistance (including subrecipients and direct beneficiaries) must agree to repay assistance that is determined to be duplicative; and (2) a method of assessing whether the use of CDBG-CV funds will duplicate financial assistance that is already received or is likely to be received by acting reasonable to evaluate need and the resources available to meet that need.

ATTACHMENT C

SOURCE OF FUNDS

Program Name: The United States Government, through the Housing and Community Development Act (HCDA) of 1974, as amended, has established the Community Development Block Grant (CDBG) Program and has allowed each State to elect to administer CDBG funds for its non-entitlement areas, subject to certain conditions.

CFDA #: 14.228 Community Development Block Grant Coronavirus Funds

Federal Award Identification Number (FAIN): B-20-DW-55-0001

Federal Award Date: 07/01/2020

Total Amount of the Federal Award: \$33,087,255

Amount of Federal Funds Obligated by this Award: Refer to Budget

Funding Source: Community Development Block Grant is authorized by the Coronavirus Aid, Relief and Economic Security Act ("CARES Act") Public Law 116-136, to respond to the growing effects of this public health crisis.

The contact information for the federal awarding official is:

Renee Ryles
Acting Director, CPD

U.S. Department of Housing and Urban Development
Midwest Milwaukee Field Office
310 West Wisconsin Avenue, Suite 950
Milwaukee, WI 53203-2289

Phone: 202-402-4609
Renee.Ryles@hud.gov
Fax: 414-935-6779

The contact information for the pass-thru agency official is:

Susan Brown, Division Administrator

Department of Administration
Division of Energy, Housing & Community Resources
101 E. Wilson Street
Madison, WI 53707

Phone: 608-266-2035
Susan.Brown@wisconsin.gov

ATTACHMENT D**METHOD OF PAYMENT****CDBG Funds:**

CDBG funds awarded through this Agreement shall be released upon submission of required reporting. Request for final payment of any and all funds awarded by this Agreement, including Project and administrative funds, must be received by the Department as set forth in the Time Table in the Attachments. If the cost of making payments to eligible CDBG Grantees under this and other outstanding CDBG Agreements exceeds the total amount appropriated by HUD, the Department, in its sole discretion, may:

1. Prorate and reduce the amount payable to the Grantee hereunder;
2. Terminate this Agreement under the Articles.

10% of the total grant award, up to a maximum of \$25,000, will be withheld from disbursement until the Grantee successfully completes the Project and submits Project Completion documentation. The Department must approve the Project Completion report for the Project to be considered complete.

Upon receipt by the Department of all CDBG program required working documents, Grantee may request CDBG funds.

The Department is not responsible for Grantee's disbursement of funds to contractors, sub-grantees and/or other creditors.

Project Funds:

Project funds will be disbursed pursuant to the Budget described in the Attachments. The Grantee is responsible for requesting all payments as described in Financial Management chapter of the Department's Program Implementation Handbook.

Administrative Funds:

CDBG administrative funds are to be disbursed pursuant to the Budget described in the Attachments and according to the procedures in the Department's Program Implementation Handbook.

Matching Funds:

The Grantee shall provide sufficient funds to ensure that the Grantee Match requirement is met, as established in the Budget for the work described in the Scope of Work in the Attachments. Costs in excess of the amounts established in the Budget will be the responsibility of the Grantee. Funds spent on activities outside the Scope of Work or funds spent in violation of the standards established in this Agreement cannot be claimed as Grantee Match. It shall be considered an event of default if the Department determines the Grantee has not satisfied the Grantee Match funds requirement. The Department may require repayment in an amount determined by the Department in order to bring the Grantee into compliance with the Grantee Match requirement.

ATTACHMENT E**REPORTING REQUIREMENTS**

The Grantee agrees to follow the reporting procedures of the Department as specified in the most recently published Program Implementation Handbook and 24 CFR 570, and any subsequent revisions including but not limited to:

Reporting:

The Reporting shall be in the form as described in the Program Implementation Handbook.

Semi-Annual Report:

Semi-Annual Reports for the reporting periods of April 1st through September 30th and October 1st through March 31st shall be submitted during the Grant Agreement Performance Period and are due per the Grant Agreement Time Table in the Attachments.

Single Audit Report:

The Grantee shall submit a Single Audit Statement letter advising the Department of whether or not a Single Audit will be performed. The Single Audit Statement letter shall be submitted each calendar year during the Performance Period and until the Grant Agreement has been closed, and due per the Grant Agreement Time Table in the Attachments. If a Single Audit is required for a calendar year, then the Single Audit Report shall be submitted for the year, due per the Grant Agreement Time Table in the Attachments.

Section 3 Report:

The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents and for low- or very-low income businesses in connection with projects and activities in their communities. The Semi-Annual Section 3 Report and Annual Section 3 Report are due per the Grant Agreement Time Table in the Attachments.

Labor Standards Report:

The U.S. Department of Labor (USDOL) requires federal agencies administering programs subject to Davis-Bacon and Related Act (DBRA) and Contract Work Hours and Safety Standards Act (CWHSSA) to furnish a Semi-annual Labor Standards Enforcement Report, even if the number of hours worked for the reporting period are equal to zero. The report is due per the Grant Agreement Time Table in the Attachments.

Equal Opportunity Reports:

Two types of reports are required for equal opportunity reporting compliance:

- Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Report
- Fair Housing Report

The reports are due per the Grant Agreement Time Table in the Attachments.

Employee Self-Certification Report:

For CDBG projects that require job creation and/or retention by a Business, reporting of jobs created and/or retained by the Business is required. The Employee Self-Certification Report and supporting documents are due per the Grant Agreement Time Table in the Attachments.

Project Completion Report:

Project Completion Report must be submitted no later than 60 days after the end of Construction Completion as defined in the Attachments of this Agreement. The report shall be in the format designated by the Department and include a summary of program performance compared to program goals for the total Performance Period and use of program income.

Additional Reports and Information:

The Department reserves the right to amend and require additional information or reports as needed.

ATTACHMENT F**PROGRAM RULES**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, and these Program Rules, these Program Rules shall take precedent.

The Grantee shall comply with the Program Rules as follows:

1. DEPARTMENT POLICIES AND PROCEDURES

The Grantee agrees to follow policies and procedures of the Department including but not limited to the most recently published Program Implementation Handbook and 24 CFR 570, and any subsequent amendments or changes.

The Grantee understands the Department has discretion to establish and revise the policies and procedures necessary to administer the CDBG Program.

In the event of a conflict between Department policies and procedures and 24 CFR 570, the Department, in its discretion, shall determine which Department policies and procedures or parts of Department policies and procedures apply.

2. FAIR HOUSING

The Grantee shall comply with Title VIII of the Federal Civil Rights Act of 1968 (as amended), and s. 106.50, Wis. Stats., and any subsequent relevant laws or amendments.

The Grantee will accomplish the following three Fair Housing activities, as specified in the Grantee's CDBG application and response to the pre-agreement letter, to further Fair Housing throughout the distribution area according to Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended.

- Enact, strengthen, or advertise a local fair housing law;
- Have the local governing body or chief elected official publicly endorse the principle of fair housing and of adherence to the fair housing law in the form of a proclamation, resolution, or similar publicized statement of importance; and
- Display a fair housing poster or provide fair housing information at an appropriate public place.

These activities must be completed no later than the due date in the Grant Agreement Time Table in the Attachments. Failure to complete the activities will result in suspension of funds until the activities are completed.

3. AMENDMENT

The Grantee understands that the Department will not entertain a request for an Agreement amendment within 30 days of the end of this Agreement.

4. ADMINISTRATIVE STAFF

The Grantee shall maintain a staff sufficient to administer the CDBG activities. All records shall be kept at the Grantee's official location or at the office of the contract grant administrator during the period of the Agreement. However, at completion of the Project all records shall be in the possession of the Grantee and maintained at the Grantee's official location. All subcontracts for the administration of this Agreement must be submitted to the Department for review prior to execution.

5. MONITORING

The Grantee will be monitored at least once during the Performance Period of the Agreement. Grantees may be monitored on-site at the Grantee's office or the Grantee will be asked to submit their files to the Department for a desk monitoring session.

6. ENVIRONMENTAL PROTECTION

The Grantee's chief executive officer shall assume the status of a responsible federal official under the National Environmental Policy Act of 1969 (NEPA) and other provisions of federal law, as specified in 24 CFR 58. The Grantee and its chief executive officer hereby consent to the jurisdiction of the federal courts for the purpose of enforcement of their responsibilities. The Grantee shall comply with the terms in the Environmental Review section of the Program Implementation Handbook.

7. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 276a-276a-5, the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, and other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Program Implementation Handbook.

8. ACQUISITION/RELOCATION

The Grantee shall:

- Comply with Ch. 32, Wis. Stats., and related administrative rules issued by the Wisconsin Department of Administration.
- Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the Wisconsin Department of Transportation Implementing Instructions related to 49 CFR Part 24.
- Refer to the Acquisition and Relocation section of the Program Implementation Handbook for further requirements.
- Develop and comply with the Residential Displacement and Relocation Plan certification pursuant to Section 104(d)(1) of the HCDA.
- Provide certification of protection of individuals to engage in non-violent civil rights demonstration pursuant to Section 104(1) of the HCDA.
- Provide all applicable certifications under Section 106(d)(7) of the HCDA.

9. ACQUISITION AND DISPOSITION OF PROPERTY AND EQUIPMENT

The Grantee shall comply with the Procurement Policy section of the Program Implementation Handbook and account for any tangible personal property acquired with CDBG funds. All proceeds derived from the disposition of real property acquired with CDBG funds shall be treated as Program Income as described within this Agreement.

10. LOBBYING

The Grantee shall comply with Section 319 of Public Law 101-102 and 24 CFR Part 87. The Grantee shall maintain a file containing signed copies of 24 CFR 87, Appendix A, 'Certification Regarding Lobbying', and 24 CFR 87, Appendix B, 'Disclosure of Lobbying Activities' for all contracts, if applicable.

11. RECORD KEEPING

The Grantee must maintain all documentation relative to the Project and program requirements specified in this Agreement, Implementation Handbook, Code of Federal Regulations, Wisconsin Statutes, and other pertinent requirements. In general, records are to be retained indefinitely until notified by the DOA that the records may be disposed of, unless there is litigation, claims, negotiations, or other actions involving the records, which started before the notification has been received from DOA. In such cases, the records must be retained until completion of the action and resolution of all issues which arise from it or until receipt of DOA disposal notification, whichever is longer.

Representatives of the State of Wisconsin, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a sub recipient to make audits, examinations, excerpts, and transcripts. (24 CFR 85.10 (e) and 84.53 (e)).

12. PROGRAM INCOME

Program Income means gross income received by the Grantee directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close-out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program Income pending its disposition

The Grantee shall record all Program Income which shall be used in accordance with the rules and regulations of the Program funding source. If at any time changes in the use of Program Income are considered, the Grantee shall submit a plan detailing the proposed uses of Program Income to the Department for approval. Should the Grantee decide following Agreement close out to discontinue using Program Income for such purposes, the Grantee shall return the Program Income balance and any additional Program Income accrued to the State by January 31 of the following year.

13. FAILURE TO PERFORM

The Department shall require repayment for failure to perform, including, but not limited to, any failure to meet any HUD national objective.

City of Berlin – Special Event Permit Checklist

Name of Event: Berlin Farmers & Artists Market, Inc or BFAM, Inc.

18-333 Event on Street/Highway (5k Run/Walk, Car show, Non profit vendor sales event, Business open house etc.)

Use of City streets, sidewalks, street parking spaces

Parade (School Homecoming, Memorial Day, Pumpkins on Petunias tractor, Christmas Parade etc.)

Event on Municipal Parking Lot (Farmers Market, Fox River Days, Pumpkins on Petunias etc.)

Use of South Capron St Lot, Market Square Lot

➤ Date application submitted: 4-29-21

➤ X COMPLETE APPLICATION Submitted no less than 45 days prior to event if NEW EVENT (45 days time period may be waived if the Event is Recurring)

➤ X Description of event, sketch of location, or outlined map if needed

➤ N/A CERTIFICATE OF LIABILITY INSURANCE (Unless Exempt) In the Amount of \$1,000,000 BODILY, \$500,000 PROPERTY for EACH OCCURRENCE with THE CITY OF BERLIN NAMED AS AN ADDITIONAL INSURER

Expiration date: _____

Or

➤ X EXEMPTION FROM LIABILITY INSURANCE (Religious, charitable, service, fraternal, veterans, school)

Proof of exemption status required YES or (NO)

➤ X SIGNED INDEMNIFICATION AGREEMENT (Required for all permits.)

➤ X NEIGHBORING RESIDENT CONSENT (Not required for parades or 5k runs/walks. Street use requirement – at least 75% of named streets' residents, municipal parking lot requirement – at least 75% of residents within 200 feet of named lot.)

➤ X FEE OF TWENTY DOLLARS (\$20.00) Date of payment: 4-29-21

➤ _____ Reviewed by City Attorney (Fax copy to office of New and Recurring – annual or up to 18 months) _____

➤ X Reviewed by Chief of Police (New only, for recurring give FYI copy) 5/3/21

➤ X Reviewed by Street Superintendent (New only, for recurring give FYI copy) 5/3/21

➤ X Date of Council Meeting for new approvals: 5/11/21

NOTES:

CITY OF BERLIN PERMIT APPLICATION

Special Events on Streets, Highways, and Municipal Parking Lots

(Provisions of SEC. 18-331 thru SEC.18-337 Municipal Code Apply)

If you need additional space for any answers, attach additional sheets as necessary

☒ 18-333 Event On Street/Highway 18-333 Parade for 18-333 Event on Municipal Parking Lot

Applicant's Name: Berlin Farmers & Artists Market for BFAM, Inc. Date of Application: 4-28-2021

Applicant's Telephone Number: 920-229-9860 Applicant's DOB/Organized: 2-18-2020

Applicant's Address: P.O. Box 189 Berlin, WI 54923

Purpose of Application Request: To close N. Church St, weekly on Tuesdays from June 1st - Sept 28th, for vendors to set up on the street
From E. Huron to E. Park Ave.

If applicant is an organization, provide the name(s), title(s) or position(s), address(es), and telephone number(s) of authorizing official(s) (for corporations, all officers and directors; for LLC's, all members and managers; for partnerships, all partners; for trusts, all trustees):

Name, Title, and Address	Telephone Number
<u>Catrina Burgess, Pres-234 N. Capron St.</u>	<u>920-229-9860</u>
<u>Michelle Cassidy, VP-181 E. Noyes St.</u>	<u>920-267-2755</u>
<u>Annmarie Caswell-Tres. N.9417 Ludwig Ln.</u>	<u>920-290-2722</u>
<u>Andi Rogers-Sec. 1135 Church St.</u>	<u>920-290-1400</u>

If applicant is NOT an organization (corporation, LLC, partnership, trust, etc), provide the name(s), title(s), or position(s), address(es), and telephone number(s) of person(s) responsible for this request:

Name, Title, and Address

Telephone Number

Details of Event: (For extended details, use the back of this form and include drawings of proposed event or route).

What: BFAM, Inc.

When: See Back Start Time and Duration: 2pm - 8:00pm

Where: N. Church St. If Parade, Assembly Area: _____

Estimated number of units (if parade) or persons attending (if other event): 150-300 est.

Does applicant claim exemption from liability insurance as a government agency, religious, fraternal, veterans, charitable, or service organization per Sec. 18-333(b)(2) and or (4). ☒ Yes ☐ No

If yes, explain: 501(c)(3)

(Also submit any supporting documentation for this claim of exemption)

Applicant or Applicant's Agent's Name Signature: Catrina Burgess

Name of Person Signing (please print): Catrina Burgess

Title of Person Signing (if applicant is an organization): President

For Office Use Only Include with Application:

☒ Fee Paid (or) Exempt from fee (governmental procession) ☐ Yes ☒ No

☒ Neighboring Consent Form (or) ☐ Not Applicable ☒ Indemnification Form

☐ Liability Insurance (or) ☒ Applicant is exempt and approved by City Attorney

Reviewed by: _____ City Attorney _____ Chief of Police _____ Street Superintendent

Common Council approval: ☐ Yes ☐ No ☐ NA (Recurring)

Recommendation: Conditions for Approval or Reasons for Denial:

Market Dates for Road Closure

- June 1, 8, 15, 22, 29

July 6, 13, 20, 27

Aug. 3, 10, 17, 24, 31

Sept. 7, 14, 21, 28



City of Berlin

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

Indemnification, Defense, and Hold Harmless Agreement

The undersigned, as an applicant for a permit from the City of Berlin, hereby agrees to indemnify, defend, and hold harmless the City of Berlin and its employees and agents against all claims, liabilities, loss, damages, or expenses against or incurred by the City of Berlin on account of any injury to or death of any person, or any damage to property, caused by or resulting from the activities for which the permit was granted.

Specifically this Agreement applies to:

Berlin Farmers & Artists Market, Inc.

(Description of Event)

On: June 1st - Sept. 28th - Tuesdays

(Date(s) of Event)

By: Catrina Burgess, President

(Name of Applicant)

On Behalf Of: Berlin Farmers & Artists Market, Inc.

(Name of Organization and Title if applicable)

If signing on behalf of an organization, you must have authority from the organization to sign an agreement like this. By signing this agreement, you are warranting to the City of Berlin that you have such authority.

Resident Petition Granting Consent For Special Event Permit For Use Of Street, Highway, Or Municipal Parking Lot

(Provisions of SEC 18-333(e) Municipal Code Apply)

The undersigned residents of the City of Berlin hereby consent to the City of Berlin granting a permit for use of the street, highway or municipal parking lot, or portion(s) thereof, designated in the attached application for permit, for the purposes described, and as proposed in the attached application.

If the proposed use is for a street or highway, the undersigned consists of not less than 75 percent of the residents over 18 years of age residing along that portion of the street or highway designated for the proposed use.

If the proposed use is for a municipal parking lot, the undersigned consists of not less than 75 percent of the residents over 18 years of age residing within 200 feet of the closest portion of the municipal parking lot designated for the proposed use.

	Name	Address
1.	JLM Rlyzel	112 N. Church St.
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Name

Address

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INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 18 2020

BERLIN FARMERS AND ARTISTS MARKET
INCORPORATED
C/O ANNAME CASWELL
101 W MARQUETTE ST PO BOX 189
BERLIN, WI 54923-0000

Employer Identification Number:
84-3563771
DLN:
26053424003020
Contact Person:
GROUP 7830 ID# 31594
Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31
Public Charity Status:
509(a) (2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
January 22, 2020
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

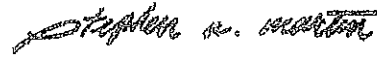
If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

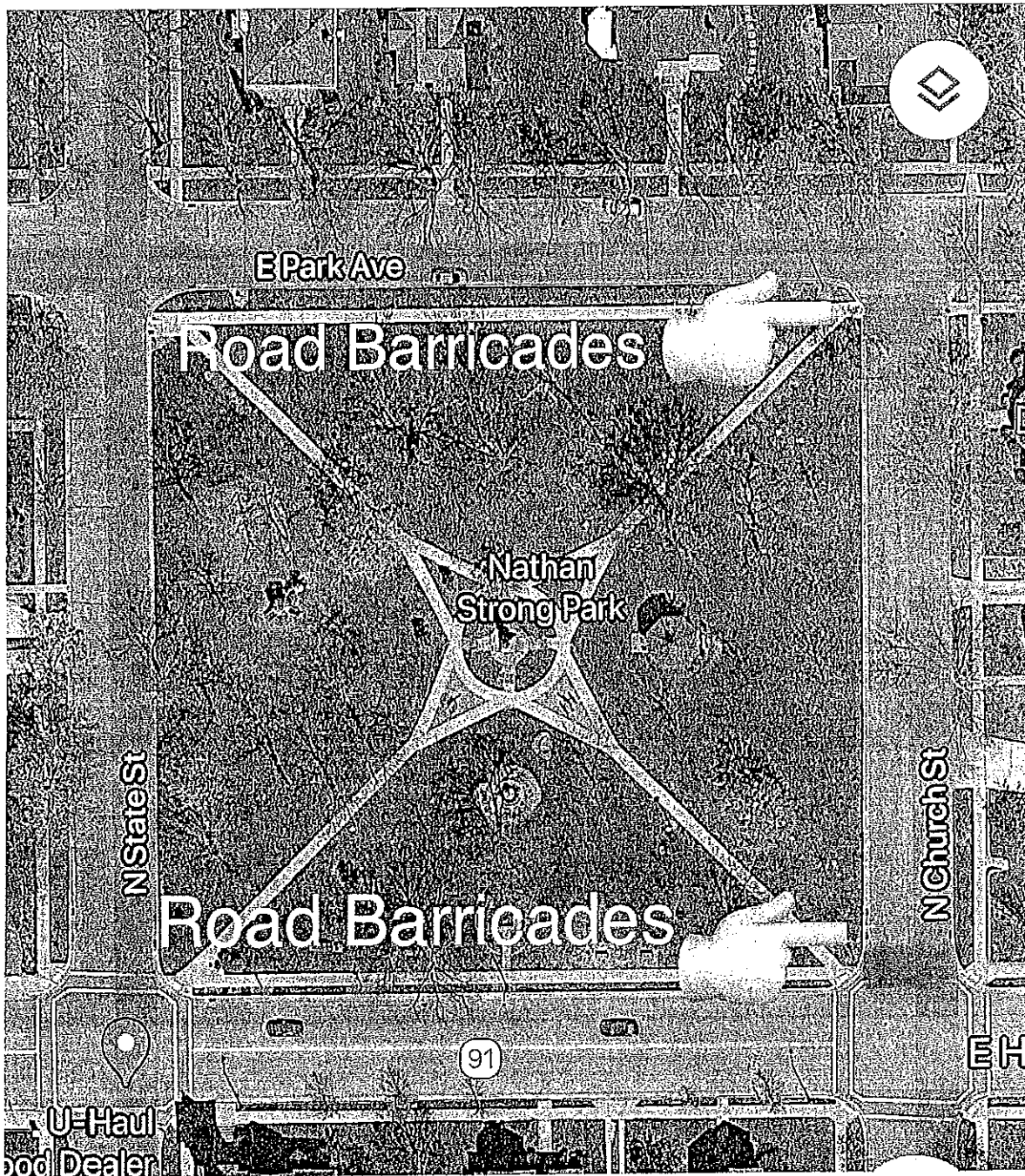
Letter 947

BERLIN FARMERS AND ARTISTS MARKET

Sincerely,

A handwritten signature in cursive script, appearing to read "Stephen R. Martin".

Director, Exempt Organizations
Rulings and Agreements



Midge Seaman

From: Jeffery R. Engel <JEngel@berlinpd.com>
Sent: Monday, May 03, 2021 1:54 PM
To: Midge Seaman; Brian Pulvermacher; Scott Zabel
Subject: RE: Berlin Farmers & Artists Market, Inc. Permit

Approved.

From: Midge Seaman [mailto:mseaman@cityofberlin.net]
Sent: Friday, April 30, 2021 3:03 PM
To: Jeffery R. Engel; Brian Pulvermacher; Scott Zabel
Subject: Berlin Farmers & Artists Market, Inc. Permit

Good Afternoon,

Please give me your approval or Denial on the attached Permit for the Berlin Farmers & Artists Market, Inc.

Thank you for your consideration,

Midge Seaman
Deputy Clerk
City of Berlin
108 N. Capron St., P O Box 272
Berlin WI 54923
920-361-5400
920-361-5454 (fax)
mseaman@cityofberlin.net



Jodie & Scott

Re: Farmers Market 2021

The Berlin Farmers & Artists Market Inc. would like to request the street closure of North Church St on the following dates- Every Tuesday June 1st - September 28th, 2021. Residents on North Church St will still be able to access their driveways except on the major special events- June 1st, June 15th, June 29th & August 10th where more of the street would be used.

The BFAM would take on the responsibility of placing the barricades in the road before the market and removing them that night after the market.

The BFAM is requesting that we return to as normal as possible this season. We feel with our large park, we're able to still have the Market safely, following any Covid guidelines that would currently be in place. Our vendors would still be spaced out appropriately (following the guidelines at that time), and whatever other guidelines that are in place during the market. We successfully had the market last year, even with all the guidelines in place, with no complaints. We will continue to have hand sanitizer stations spread out throughout the park, as well as hand sanitizer in the portapotty. The portapotty is cleaned by the company providing it weekly on Mondays, so it is fresh and clean for the market on Tuesdays. One of our market board members also cleans it at the end of Tuesday Night. We plan to have the portapotty unlocked all season with signage stating to "use at your own risk as it is not cleaned daily, and to please use hand sanitizer provided". Also- depending on where guidelines are at the time of the market- we'll have some laminated signage posted throughout the park that refers to what those are (i.e. social distancing requirements, etc.).

Garbage and recycling receptacles will be provided by the city and emptied by the city. We could use more sets this year, as last year they were over flowing by the end of the night. We'd rather see garbage in the bins, rather than on the ground!

We'd also like to see the park benches and tables return. Last year we didn't have the benches for seating, but feel that we could safely bring them back with proper spacing. As we've witnessed last year, those who would be using the benches and tables are families who already live together. We have a large enough park that we can space these out throughout the park safely! Again, hand sanitizer will be available throughout the park as well.

After a very strict market season last year, and a year of knowledge we've gained about the Covid virus, we feel that we can safely bring the market back again this year for the Berlin Community! Thank you for working with the BFAM to iron out the details with us, and being so accommodating. With lots of planning from the BFAM committee we are excited for another 18 weeks of the market this summer!

Catrina Burgess

Berlin Farmers & Artists Market, President

Date	Special Event
June 1, 2021	Military Night
June 8, 2021	
June 15, 2021	Hometown Hero
June 22, 2021	
June 29, 2021	Farmers Appreciation
July 6, 2021	
July 13, 2021	
July 20, 2021	Christmas in July
July 27, 2021	
August 3, 2021	
August 10, 2021	UW Marching Band
August 17, 2021	
August 24, 2021	Car Show
August 31, 2021	
September 7, 2021	
September 14, 2021	
September 21, 2021	Customer Appreciation
September 28, 2021	Copper Box!- Last Night

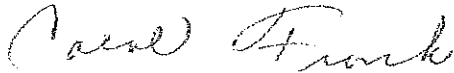
April 28, 2021

Dear Mr. Mayor:

Please accept my resignation from the Oakwood Cemetery Board, as of May 1.

It has been a pleasure working with the city staff and members of the Board in maintaining the beauty and physical appearance of this property for the past 12 years.

Sincerely,

A handwritten signature in cursive script that reads "Carol Frank".

Carol Frank

cc: Leroy Moldenhauer, President of Oakwood Cemetery Board

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

Name: Curtis G. Olson

Address: 176 E. Marguette St. Berlin

Phone: Day 920-229-2310 Evening 920-361-1127

E-mail address: Curtjodieolson@charter.net

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 checked="" 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 type="checkbox"/> Other <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)

No

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

Retired after 35 years in law enforcement (Sheriff's Office)

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

I have worked in law enforcement for 35 years. Jail, Dispatch, Patrol, Detective, Admin. Positions include Sgt. and Chief Deputy. Put together \$7 million dollar budgets. Ran day to day operations.

4. Please provide any additional information for consideration: Served on Hiring Committee for new Chief. Also acted as interim Asst Chief of BLPD.

PYI

POLICE AND FIRE COMMISSION MEETING

05/05/2021

BERLIN POLICE DEPARTMENT ACTIVITY EXTRACT

April 2021

119	Traffic Stop
4	OWI / Drug OWI arrest
7	Property Damage crash
3	Personal Injury crash
9	Drug Investigation
3	Theft investigation
6	Domestic abuse investigation
6	Emergency Detention
10	Check Welfare

Significant incidents:

Traffic enforcement was slightly below average this month. Despite the reduced quantity of traffic contacts, drug and OWI investigations remained elevated. There was an increase in injury related crashes while there were slightly less property damage only (or non-reportable) crashes.

Emergency Detentions and safety plans related to persons that posed a threat to themselves fell slightly in April. There was a slight decrease in theft investigations as well.

In the month of April, staff completed half of the Emergency Vehicle Operation training required by DOJ every two years. Staff also completed the Green Lake County Firearms Qualification course.

