

AGENDA
COMMON COUNCIL MEETING
TUESDAY, SEPTEMBER 14, 2021 7:00 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE

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

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

3. Waive the reading of ordinances and resolutions. RECOMMENDATION: Waive the reading of all ordinances and resolutions adopted at this meeting.
4. Written reports from the City Clerk, Treasurer, and Building Inspector.
RECOMMENDATION: Receive and place on file the written reports from the City Clerk, Treasurer, and Building Inspector.
5. Minutes from the August 10, 2021 Common Council Meeting. RECOMMENDATION: Approve the minutes.
6. Bills List. RECOMMENDATION: Approve the list of bills for payment.

END OF CONSENT AGENDA

7. Batting Cage Donation from Berlin Youth Baseball & Softball. RECOMMENDATION: Accept the donation of the double batting cage from Berlin Youth Baseball & Softball.
8. Health Insurance Renewal. RECOMMENDATION: 1) Waive Committee of the Whole Discussion; and 2) Review and action as appropriate.
9. Economic Development Plan Update Contract Award. RECOMMENDATION: 1) Waive the Committee of the Whole discussion; and 2) Award the CDBG Planning Grant Economic Development Update contract to the lowest responsible bidder, Vierbicher, not to exceed \$49,000 and authorize the appropriate signatures.
10. Connect Communities Renewal Agreement. RECOMMENDATION: 1) Motion to bypass Committee of the Whole Discussion; and 2) Approve the renewal for Connect Communities Agreement #AK6192 between the Wisconsin Economic Development Corporation

("WEDC") and City of Berlin from July 1, 2021-June 30, 2022 and authorize the Mayor to sign.

11. Nuisance and Clean Up 356 S. Church Street. RECOMMENDATION: Discuss and action as appropriate.
12. 115 W. Ceresco Street Property Issue. RECOMMENDATION: 1) Waive Committee of the Whole discussion; and 2) Discuss and action as appropriate.
13. 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.)
14. New Business (To be used to request items of new business be put on a future agenda)
15. Public Appearances.
16. Motion to convene into closed session pursuant to WI §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (*Discuss on 271 McKittrick Street property issue*) and pursuant to Wis. Stat §19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility (*Discussion on Planning & Development Director Candidates*)
17. Reconvene into open session and take appropriate action resulting from closed session discussion.
18. 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.

August 31, 2021

Month-End Balance to Bank Statement

	General City	Capital Project Bonding	EMS Account	Utility	Tax	ERF	SEWER B&I
City's Beginning Balance	1,184,044.94						
Deposits	756,033.11	-	174,522.35	405,183.00	309.86	161,924.89	-
Deposit In Transit		-	38,975.80	536,513.21	-	21.29	-
Payroll	(144,304.05)			(22,988.65)			0.00
AP Payables	(256,750.20)			(499,121.62)			0.00
Other Payments	(176,651.78)	0.00	(35.00)	(14,676.15)	0.00	-	0.00
TOTAL PAYMENTS	(580,706.03)	0.00	(35.00)	(506,786.42)	0.00	-	0.00
Outstanding Checks:							
Misc Bank Error							
Voided Check							
Payroll	2,240.27			210.87			0.00
A/P	76,195.10			428,421.00	190.14	-	0.00
TOTAL OUTSTANDING CHECKS	78,435.37	-		428,631.87	190.14	-	-
Balance	1,417,807.39	-	213,463.25	983,541.66	500.00	161,946.18	-
Ending Bank Balance	1,417,807.39	-	213,463.25	983,541.66	500.00	161,946.18	-
WI PS ACH							
WI PS SHARED REVENUE							
WI PS CONNECT STREET AID							
WI PS STATE TRANSPORT AID							
WI PS STATE FIRE INS							
WI PS COMPUTER AID							
Green Lake Co tax settlement	593,881.52						
Pool Concession	5,182.93						
Pool Aquatics	7,258.57						
Monthly City Deposits	145,686.59						
Closed CD							
Mad B NGS HCCLAIM pmtis	3,851.98						
Customer ACH pmtis			16,213.97				
Point & Pay			22,761.93				
US HHS STIMULUS PAYMENT				26,463.17			
36 TREAS 310 MISC PAY				24,830.73			
Tfr Between Accounts	4.00						
Accrued Checking Acct. Interest	167.52						
Payments:	756,033.11	-	38,975.80	636,513.21	-	21.29	0.00
Federal Payroll Tax Payments(RS)							
WI Payroll Tax Payments	58,100.84						
Northshore	10,926.06						
Great West/Wells Fargo	720.00						
WI TAX PAYMENT	4,902.00						
WRF loan princ 31-58-10004-600							
WRF Loan Int 31-58-29000-390							
WRF Loan payment							
Service Charge-stop payment							
Direct Deposit Service Fee (ACH)	10.00						
Refiner	5,276.92		35.00				
Health Premium	28,407.43						
Returned checks							
WRS Employee Trust Fund	30,595.29						
Fund Tfr							
Credit Card Payment-Elan US Bank	11,494.71						
EMC INSURANCE CO INSURANCE				230.90			
Miscellaneous							
Positive Pay	30.00						
Health Savings Acct EMPLOYER	2,468.75						
Health Savings Acct EMPLOYEE	4,444.00			750.00			
Alliant-Credit Card Payment	18,415.71			13,569.50			
US Cellular	760.08						
Fleetbot - Condon							
	176,851.78	-	35.00	14,676.15	-	-	-

CITY OF BERLIN -- OFFICE OF THE TREASURER		
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	CITY TREASURER REPORT	#REF!	#REF!
	PERIOD ENDING 08/31/2021		

[illegible]

CITY OF BERLIN BUILDING REPORT AUGUST 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	\$150,000.00	\$947.56	6	\$1,123,100.00	\$4,402.83	3	\$987,000.00	\$3,004.39
Multi-Family Residence				0	\$0.00	\$0.00	2	\$540,000.00	\$2,973.20
Residential Alteration	6	\$58,331.00	\$476.68	40	\$553,422.35	\$3,775.96	5	\$76,530.00	\$673.40
Residential Addition	1	\$9,308.00	\$75.00	2	\$12,308.00	\$180.00	2	\$71,000.00	\$180.00
Residential Garage				2	\$65,000.00	\$380.50	70	\$766,190.66	\$5,552.85
Residential Garage Alteration				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Commercial				0	\$0.00	\$0.00	4	\$145,225.00	\$1,002.00
Commercial Alteration				5	\$700,679.00	\$4,415.44	0	\$0.00	\$0.00
Commercial Addition				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Signs	1	\$1,000.00	\$125.05	10	\$115,139.00	\$2,569.08	4	\$26,099.00	\$286.76
Miscellaneous	1	\$2,000.00	\$50.00	6	\$30,550.00	\$640.00	26	\$50,003.00	\$1,375.00
Demolition				5	\$24,382.00	\$825.00	2	\$10,000.00	\$175.00
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	2	\$8,000.00	\$100.00	8	\$183,100.00	\$435.00	10	\$39,100.00	\$450.00
Trailer Homes				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Total Building Permits	12	\$228,639.00	\$1,774.29	84	\$2,807,680.35	\$17,623.81	128	\$2,711,147.66	\$15,672.60
Commercial Plan Approval									
Plumbing Permits	3	\$8,565.00	\$150.00	23	\$564,532.00	\$1,805.96	21	\$172,393.00	\$1,340.70
Electrical Permits	1	\$1,200.00	\$50.00	23	\$194,384.00	\$2,344.62	25	\$98,520.00	\$1,287.27
Heating Permits	1	\$2,990.00	\$50.00	12	\$94,575.00	\$1,262.09	25	\$219,170.00	\$2,082.98
Total Permit Fees	17	\$241,394.00	\$2,024.29	142	\$3,661,171.35	\$23,036.48	199	\$3,201,230.66	\$20,383.55

CITY OF BERLIN

PAYROLL FOR AUGUST - 2021	
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	2019	2018
NET PAYROLL	\$ 67,000	\$ 67,000

PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY
8/6/2021	16	General City	69,865.76	
8/6/2021	16	Utility		11,817.06
8/6/2021	16.01	Myer Payout	61.56	
8/6/2021	16.02	Kemnitz Payout	2,428.69	
8/20/2021	17	General City	71,948.04	
8/20/2021	17	Utility		11,171.59
		TOTAL MONTHLY PAYROLL	\$144,304.05	\$22,988.65

*Check Summary Register©

AUGUST 31 2021

Name	Check Date	Check Amt	
11100 Cash in Bank m FNB			
Paid Chk# 066181 ANTHEM BLUE CROSS BLUE SHI	8/4/2021	\$466.34	REFUND FOR PATIENT RONALD MAIE
Paid Chk# 066182 BELLA BY DESIGN	8/4/2021	\$30.00	MAYOR CAR CLUB TROPHY
Paid Chk# 066183 BERLIN JOURNAL NEWSPAPER	8/4/2021	\$616.00	SENIOR PROGRAM DIRECTOR AD
Paid Chk# 066184 CHARTER COMMUNICATION	8/4/2021	\$79.99	2021 - AUGUST - INTERNET SERVI
Paid Chk# 066185 CVIKOTA COMPANY INC	8/4/2021	\$3,347.36	2021 - JULY - AMBULANCE COLLEC
Paid Chk# 066186 EMERGENCY SERVICES MARKE	8/4/2021	\$305.00	IAMRESPONDING.COM SUBSCRIPTION
Paid Chk# 066187 ESO SOLUTIONS, INC.	8/4/2021	\$636.55	2021 - PROGRAMMING AND SUPPORT
Paid Chk# 066188 GFL SOLID WASTE MIDWEST LL	8/4/2021	\$629.16	2021 - AUGUST - GARBAGE/RECYCL
Paid Chk# 066189 KLASSA, ROBERT	8/4/2021	\$250.00	REFUND DUPLICAE PAYMENT BY VET
Paid Chk# 066190 NETWORK HEALTH	8/4/2021	\$218.51	DUPLICATE PAYMENT FOR PATIENT
Paid Chk# 066191 OSHKOSH OFFICE SYSTEMS	8/4/2021	\$149.49	2021 - JULY - COPIES AT CITY H
Paid Chk# 066192 PARSONS, KEITH	8/4/2021	\$125.00	DUPLICATE PAYMENT FOR EMS BILL
Paid Chk# 066193 SEAMAN, MIDGE, PETTY CASH	8/4/2021	\$130.85	START UP MONEY FOR AQUA YOGA S
Paid Chk# 066194 THEDACARE AT WORK	8/4/2021	\$39.00	PRE EMPLOYMENT DRUG SCREEN- BR
Paid Chk# 066195 VIVIAL	8/4/2021	\$49.20	2021 - AUGUST - CENTURYLINK AD
Paid Chk# 066196 BAYCOM INC	8/9/2021	\$285.00	ARBITRATOR W/BATTERY
Paid Chk# 066197 GREEN LAKE COUNTY TREASU	8/9/2021	\$5,194.68	2021 SPILL MAN MAINTENANCE FEE
Paid Chk# 066198 SONDALLE FORD LINCOLN MER	8/9/2021	\$448.03	2017 FORD EXPLORER - LOF AND T
Paid Chk# 066199 THEDACARE LABORATORIES	8/9/2021	\$212.50	BLOOD DRAWS PATENTS, 57245,573
Paid Chk# 066200 ACTION APPRAISERS & CONSU	8/9/2021	\$6,650.00	2021 MAINTENANCE ASSESSMENT SE
Paid Chk# 066201 APPAREL ART EMBROIDERY, LL	8/9/2021	\$300.00	T-SHIRTS FOR DEPARTMENT PUBLIC
Paid Chk# 066202 APPLETON FINANCE DEPARTM	8/9/2021	\$461.50	2021 - AUGUST - WEIGHTS & MEAS
Paid Chk# 066203 BALLWEG IMPLEMENT CO	8/9/2021	\$84.39	PARTS FOR DPW
Paid Chk# 066204 BENTILLA, BILLIE JEAN	8/9/2021	\$100.00	REFUND PARK SHELTER DEPOSIT
Paid Chk# 066205 BERLIN OIL PRODUCTS	8/9/2021	\$772.50	REPLACE 4 TIE RODS FOR DPW
Paid Chk# 066206 CEDAR CREST ICE CREAM	8/9/2021	\$248.72	BAC CONCESSIONS
Paid Chk# 066207 CHARTER COMMUNICATION	8/9/2021	\$175.63	2021 - AUGUST - INTERNET/TV AT
Paid Chk# 066208 GREAT LAKES COCA COLA DIST	8/9/2021	\$258.20	CONCESSIONS AT BAC
Paid Chk# 066209 FORMILLER, JOSEPH	8/9/2021	\$100.00	REFUND OF SHELTER HOUSE DEPOSI
Paid Chk# 066210 HOLIDAY WHOLESALE	8/9/2021	\$431.00	CONCESSIONS AT BAC
Paid Chk# 066211 LANDMARK SERVICES COOPER	8/9/2021	\$6,813.58	2021 - JULY - GAS AND DIESEL F
Paid Chk# 066212 MARTY'S BLUE SKY NURSERY	8/9/2021	\$150.00	MAPLE STATE STREET
Paid Chk# 066213 NORTHEAST ASPHALT INC	8/9/2021	\$3,453.57	ASPHALT FOR DPW
Paid Chk# 066214 RUNNING INC. TRANSIT SERVIC	8/9/2021	\$20,783.47	2021 - JULY SHARED RIDE TAXI
Paid Chk# 066215 SECURIAN FINANCIAL GROUP	8/9/2021	\$728.24	2021 - SEPTEMBER - EMPLOYER LI
Paid Chk# 066216 SUPERIOR CHEMICAL CORP	8/9/2021	\$66.86	CHEMICALS FOR BERLIN DPW
Paid Chk# 066217 VALLEY AQUATIC SOLUTIONS, L	8/9/2021	\$1,437.70	CHEMICALS FOR BAC
Paid Chk# 066218 WISE, THOMAS	8/9/2021	\$100.00	REFUND OF PARK SHELTER DEPOSIT
Paid Chk# 066219 WUSTRACK, YVONNE	8/9/2021	\$100.00	REFUND OF PARK SHELTER DEPOSIT
Paid Chk# 066220 BALLWEG IMPLEMENT CO	8/12/2021	\$140.00	PARTS FOR BERLIN PARKS - MOWER
Paid Chk# 066221 BELLA BY DESIGN	8/12/2021	\$30.00	CHAMBER NAME PLATES, HARVATH,
Paid Chk# 066222 CENTURYLINK	8/12/2021	\$58.51	2021 - JULY - LONG DISTANCE PH
Paid Chk# 066223 CHARTER COMMUNICATION	8/12/2021	\$169.98	2021 - AUGUST - INTERNET SERVI
Paid Chk# 066224 DIAMOND VOGEL PAINT	8/12/2021	\$1,557.60	24 US35-11926-500 YELLOW PAINT
Paid Chk# 066225 EMC INSURANCE COMPANIES	8/12/2021	\$17,966.08	2021 - AUGUST- LIABILITY INSUR
Paid Chk# 066226 ITU ABSORBTECH, INC.	8/12/2021	\$90.97	2021 - JULY - UNIFORM SERVICE
Paid Chk# 066227 LAYTON, ROBERT	8/12/2021	\$100.00	REFUND PARK SHELTER DEPOSIT
Paid Chk# 066228 LEIGH, ELAINE	8/12/2021	\$100.00	REFUND PARK SHELTER RENTAL
Paid Chk# 066229 MACQUEEN EQUIPMENT	8/12/2021	\$312.86	SOLENIOD VALVE FOR DPW
Paid Chk# 066230 TASC	8/12/2021	\$64.00	2021 - JULY - 32 COVERED LIVES
Paid Chk# 066231 WASTE MANAGEMENT	8/12/2021	\$24,572.32	2021 - JULY - RESIDENTIAL TRAS
Paid Chk# 066232 WURTZ LAW OFFICE	8/12/2021	\$325.00	BILLING FOR TYLER KWIDZINSKI C
Paid Chk# 066233 Void	8/17/2021	\$0.00	066233
Paid Chk# 066234 AHC - STAFF DEVELOPMENT	8/17/2021	\$700.00	CPR CARDS
Paid Chk# 066235 AMAZON CAPITAL SERVICES, IN	8/17/2021	\$268.72	SUPPLIES FOR BERLIN AMBULANCE
Paid Chk# 066236 BALLWEG IMPLEMENT CO	8/17/2021	\$67.25	PARTS FOR BERLIN PARKS DEPT
Paid Chk# 066237 CHIER LAW OFFICE LLC	8/17/2021	\$70,444.40	WORK OVER RETAINER 2020-2021 C

General City payables

*Check Summary Register©

AUGUST 31 2021

	Name	Check Date	Check Amt	
Paid Chk# 066238	CRACK FILLING SERVICE CORP	8/17/2021	\$15,000.00	2021 FILL AND SEAL CITY STREET
Paid Chk# 066239	DTN, LLC	8/17/2021	\$522.00	2021 - AUGUST - RADAR CONTROL
Paid Chk# 066240	ED'S TRACTOR REPAIR, LLC	8/17/2021	\$359.37	PARTS FOR DPW
Paid Chk# 066241	EMERGENCY MEDICAL PRODUC	8/17/2021	\$849.94	MEDICAL SUPPLIES FOR BERLIN EM
Paid Chk# 066242	JON LUNDT ELECTRIC, INC	8/17/2021	\$125.36	REPLACE FUSES AND TROUBLESHOOT
Paid Chk# 066243	NORTHEAST ASPHALT INC	8/17/2021	\$2,845.54	ASPHALT FOR DPW
Paid Chk# 066244	RED POWER DIESEL SERVICE	8/17/2021	\$3,603.45	REPAIR AERIAL LADDER 2003 PIER
Paid Chk# 066245	SUPERHEAT AND COOLING	8/17/2021	\$75.00	REPAIR EQUIP AT BERLIN FIRE DE
Paid Chk# 066246	TAPCO SAFE TRAVELS	8/17/2021	\$4,735.57	TRAFFIC SIGNAL PREVENTATIVE MA
Paid Chk# 066247	ZOLL MEDICAL CORP	8/17/2021	\$230.10	RED LNC-4 4 FT REUSABLE PATIEN
Paid Chk# 066248	BAKER & TAYLOR	8/17/2021	\$1,308.78	11 UNITS FOR CUSTOMERS
Paid Chk# 066249	BERLIN OIL PRODUCTS	8/17/2021	\$42.00	21 USA TODAY NEWSPAPERS
Paid Chk# 066250	CINTAS	8/17/2021	\$43.54	2021 - JUNE - UNIFORM SERVICE
Paid Chk# 066251	LISA OBRIST	8/17/2021	\$607.50	2021 - JULY - LIBRARY CLEANING
Paid Chk# 066252	MIDWEST TAPE	8/17/2021	\$334.64	SUPPLIES FOR BERLIN PUBLIC LIB
Paid Chk# 066253	OSHKOSH OFFICE SYSTEMS	8/17/2021	\$40.75	2021 - JULY - COPIES AT LIBRAR
Paid Chk# 066254	SUPERIOR CHEMICAL CORP	8/17/2021	\$145.01	CHEMICALS FOR BERLIN LIBRARY
Paid Chk# 066255	UNIQUE MANAGEMENT SERVIC	8/17/2021	\$62.65	JULY PLACEMENTS FOR BPL
Paid Chk# 066256	WINNEFOX LIBRARY SERVICES	8/17/2021	\$64.80	2021 JUNE UNIQUE MANAGEMENT SE
Paid Chk# 066257	WINNEFOX COOPERATIVE TEC	8/17/2021	\$493.24	BOOKS FROM BLUE CLOUD
Paid Chk# 066258	WINNEFOX LIBRARY SYSTEM	8/17/2021	\$155.00	CONSTANT CONTACT EMAIL PLUS, 1
Paid Chk# 066259	ACCURATE ALIGNMENT	8/23/2021	\$0.00	AMBULANCE SERVICE #90
Paid Chk# 066260	BERLIN BOAT CLUB, INC.	8/23/2021	\$100.00	REFUND ON PARK SHELTER RENTAL
Paid Chk# 066261	BERLIN JOURNAL NEWSPAPER	8/23/2021	\$92.50	BOARD OF APPEALS MCCONNELL
Paid Chk# 066262	BERLIN WATER & SEWER UTILI	8/23/2021	\$23,827.75	2021 - JULY - WATER & SEWER BI
Paid Chk# 066263	CEDAR CREST ICE CREAM	8/23/2021	\$1,092.99	CONSESSIONS FOR BAC
Paid Chk# 066264	CENTURYLINK	8/23/2021	\$1,978.37	2021 - JULY - PHONE BILLING
Paid Chk# 066265	CHAMBERLIN, CAROL	8/23/2021	\$100.00	REFUND OF DEPOSIT FOR SHELTERH
Paid Chk# 066266	CHRISTENSEN, DOUGLAS A	8/23/2021	\$386.72	2021 - SEPTEMBER INSURANCE PRE
Paid Chk# 066267	CITY OF GREEN LAKE	8/23/2021	\$105.94	AMBULANCE TV SERVICE
Paid Chk# 066268	GREAT LAKES COCA COLA DIST	8/23/2021	\$247.95	2021 - BAC CONCESSIONS
Paid Chk# 066269	CONVERGENT SOLUTIONS, INC	8/23/2021	\$638.40	1 YEAR AVAYA (FORMERLY ESNA) S
Paid Chk# 066270	DIAMOND VOGEL PAINT	8/23/2021	\$1,189.80	YELLOW PAINT FOR DPW
Paid Chk# 066271	FAITH COMMUNITY CHURCH	8/23/2021	\$100.00	REFUND FOR DEPOSIT ON SHELTER
Paid Chk# 066272	FINK, DONALD	8/23/2021	\$100.00	REFUND OF DEPOSIT ON PARK SHEL
Paid Chk# 066273	FIRE INSPECTION SERVICES IN	8/23/2021	\$3,002.84	2021 - JUNE - FIRE INSPECTIONS
Paid Chk# 066274	HOLIDAY WHOLESALE	8/23/2021	\$617.82	CONCESSIONS FOR BAC
Paid Chk# 066275	INTERSTATE BATTERY	8/23/2021	\$187.90	BATTERIES FOR DPW
Paid Chk# 066276	JONES, JILLIAN	8/23/2021	\$100.00	REFUND OF SHELTER HOUSE DEPOSI
Paid Chk# 066277	MUELLER, JAMES A	8/23/2021	\$100.00	REFUND OF SHELTER HOUSE DEPOSI
Paid Chk# 066278	NORTHEAST ASPHALT INC	8/23/2021	\$563.34	ASPHALT FOR STREET DEPARTMENT
Paid Chk# 066279	OSHKOSH OFFICE SYSTEMS	8/23/2021	\$89.18	2021 - MAY - PHOTO COPIES FOR
Paid Chk# 066280	PLANTZ, DENNIS W	8/23/2021	\$330.40	2021 - AUGUST - PLANTZ HEALTH
Paid Chk# 066281	RED POWER DIESEL SERVICE	8/23/2021	\$1,292.61	PUMP TEST/MAINTENANCE ON 1995
Paid Chk# 066282	SCHUMACHER, TRAVIS	8/23/2021	\$100.00	REFUND OF DEPOSIT ON SHELTER H
Paid Chk# 066283	SKIPCHAK, ROBIN	8/23/2021	\$100.00	REFUND ON DEPOSIT FOR SHELTER
Paid Chk# 066284	SONDALLE FORD LINCOLN MER	8/23/2021	\$47.85	MAINTENANCE ON 2008 CHEVROLET
Paid Chk# 066285	STRAHAN, SCOTT	8/23/2021	\$232.68	08/15/21-08/20/21 LPO SCHOOL I
Paid Chk# 066286	SUN LIFE FINANCIAL	8/23/2021	\$194.54	2021 - SEPTEMBER - LIFE INSURA
Paid Chk# 066287	SUPERIOR CHEMICAL CORP	8/23/2021	\$202.31	CHEMICAL CLEANERS FOR BERLIN P
Paid Chk# 066288	VALLEY AQUATIC SOLUTIONS, L	8/23/2021	\$979.00	CHEMICALS FOR THE BAC
Paid Chk# 066289	vonBRIESEN & ROPER, s.c.	8/23/2021	\$118.00	2021 - JULY - GENERAL LABOR
Paid Chk# 066290	WARGULA, CASSANDRA	8/23/2021	\$100.00	REFUND OF DEPOSIT FOR SHELTER
Paid Chk# 066291	WOBSCHALL, RUSSELL	8/23/2021	\$100.00	REFUND FOR DEPOSIT ON PARK SHE
Paid Chk# 066292	WPPA, INC.	8/23/2021	\$252.00	2021 - AUGUST - POLICE UNION D
Paid Chk# 066293	BERLIN JOURNAL NEWSPAPER	8/26/2021	\$306.00	JULY 13 COUNCIL AD
Paid Chk# 066294	BIGNELL'S POWERSPORTS	8/26/2021	\$161.12	CABLE SSV - PIGTAIL FOR DPW
Paid Chk# 066295	CONCENTRA MED COMPLIANCE	8/26/2021	\$120.00	2021 - JULY - BUNDLE FEE

***Check Summary Register©**

AUGUST 31 2021

	Name	Check Date	Check Amt	
Paid Chk# 066296	CORPORATE NTRK SOLUTION	8/26/2021	\$15.00	CONTRACT LABOR - SARA LAPTOP -
Paid Chk# 066297	DON E. PARKER EXCAVATING, I	8/26/2021	\$14,031.50	PAYMENT #2 2021 STREET & UTILI
Paid Chk# 066298	JFTCO, INC	8/26/2021	\$98.20	PARTS FOR DPW
Paid Chk# 066299	JON LUNDT ELECTRIC, INC	8/26/2021	\$403.93	HURON STREET LIGHT REPAIR
Paid Chk# 066300	NEUMAN, KAREN	8/26/2021	\$353.11	2021 - AUGUST - NEUMAN RETIREE
Paid Chk# 066301	PACKERLAND PORTABLES	8/26/2021	\$240.00	2 PORTABLE UNITS FOR BERLIN PA
Paid Chk# 066302	THEDACARE AT WORK	8/26/2021	\$39.00	PRE-EMPLOY DRUG SCREEN - KRASN
Paid Chk# 066303	VIKING ELECTRIC SUPPLY	8/26/2021	\$84.00	SHIPPING AND HANDLING CHARGES
Paid Chk# 066304	WASTE MANAGEMENT	8/26/2021	\$187.50	PUBLIC WORKS ADDITIONAL CHARGE
	Total Checks		\$259,750.20	

*Check Summary Register©

AUGUST 31 2021

Name	Check Date	Check Amt	
11161 UTILITY CASH - FNB			
Paid Chk# 015753	BADGER LABORATORIES INC	8/5/2021	\$21.45 TURBIDITY/MANGANESE
Paid Chk# 015754	BERLIN JOURNAL NEWSPAPER	8/5/2021	\$126.25 UTILITY OPERATOR AD
Paid Chk# 015755	CINTAS	8/5/2021	\$266.85 MOP FRAME/DUST MOP/ HANDLE/MAT
Paid Chk# 015756	GFL SOLID WASTE MIDWEST LL	8/5/2021	\$234.36 TRASH SERVICE/ 1 YR SUBCONTRAC
Paid Chk# 015757	INTERSTATE BATTERY	8/5/2021	\$42.85 ADRY0070/ADRY0075/ADRY0196
Paid Chk# 015758	LANDMARK SERVICES COOPER	8/5/2021	\$1,200.55 REGULAR CHARGE- TANK 34
Paid Chk# 015759	MARTELLE WATER TREATMENT	8/5/2021	\$4,413.07 LIQUID ALUMINUM SULFATE
Paid Chk# 015760	U S POST OFFICE - POSTMASTE	8/5/2021	\$554.57 POSTAGE FOR MONTHLY BILLS
Paid Chk# 015761	WALTCO INC	8/5/2021	\$711.67 SAMPLES
Paid Chk# 015762	WAUSHARA ARGUS	8/5/2021	\$312.00 UTILITY OPERATOR ADS
Paid Chk# 015763	BADGER LABORATORIES INC	8/12/2021	\$1,562.80 TOTAL COLIFORM BACTERIA
Paid Chk# 015764	BERLIN CITY TREASURER	8/12/2021	\$991.51 TONER CARTRIDGE
Paid Chk# 015765	LINCOLN CONTR SUPPLY INC	8/12/2021	\$3,707.94 DEHUMIDIFIER
Paid Chk# 015766	NORTH CENTRAL LABORATORI	8/12/2021	\$68.39 DIGITAL THERMOM 8" STEM
Paid Chk# 015767	WSI WATER	8/12/2021	\$1,680.43 POLYCLEAR
Paid Chk# 015768	BADGER LABORATORIES INC	8/20/2021	\$89.60 TOTAL COLIFORM BACTERIA
Paid Chk# 015769	BERLIN CITY TREASURER	8/20/2021	\$426.34 MAY 2021 GAS/DIESEL
Paid Chk# 015770	CenturyLink	8/20/2021	\$57.61 SERVICE 8/9/21 - 9/8/21
Paid Chk# 015771	GRAINGER	8/20/2021	\$281.63 SWING CHECK VALVE
Paid Chk# 015772	HYLER SEPTIC SERVICE, LLC	8/20/2021	\$250.00 WATER JETTING BATHROOM/WAX RIN
Paid Chk# 015773	LINCOLN CONTR SUPPLY INC	8/20/2021	\$298.00 HAMMER DRIVER-DRILL TOOL BODY
Paid Chk# 015774	MARTELLE WATER TREATMENT	8/20/2021	\$1,444.68 SODIUM HYPOCHLORITE BULK
Paid Chk# 015775	THEDACARE AT WORK	8/20/2021	\$39.00 J CASSIDY - DRUG SCREEN
Paid Chk# 015776	U S POST OFFICE - POSTMASTE	8/20/2021	\$385.00 REGULAR - FOREVER STAMPS
Paid Chk# 015777	BERLIN CITY TREASURER	8/20/2021	\$22,210.30 AUGUST 2021 PAYROLLS
Paid Chk# 015778	EVANS, DEE	8/20/2021	\$11.47 OVERPAID FINAL BILL
Paid Chk# 015779	BERLIN CITY TREASURER	8/26/2021	\$573.39 AUGUST 2021 CENTURYLINK
Paid Chk# 015780	CINTAS	8/26/2021	\$249.95 MATS/DUST MOP
Paid Chk# 015781	DON E. PARKER EXCAVATING, I	8/26/2021	\$425,934.85 2021 STREET & UTILITY PROJECT
Paid Chk# 015782	FASTENAL COMPANY	8/26/2021	\$45.96 LAG S/S
Paid Chk# 015783	INTERSTATE BATTERY	8/26/2021	\$225.90 MT-78
Paid Chk# 015784	JON LUNDT ELECTRIC, INC	8/26/2021	\$163.03 RECEPTACLE AT TOWER SUMP PIT
Paid Chk# 015785	MULCAHY/SHAW WATER INC	8/26/2021	\$281.31 TEMPERATURE SENSOR
Paid Chk# 015786	NORTH CENTRAL LABORATORI	8/26/2021	\$258.91 M-FC BROTH/PIPET TIPS/P TEST N
Total Checks			\$469,121.62

Utilities payable

September 8th, 2021

The Berlin Youth Baseball and Softball Board of Directors unanimously agreed on August 2nd of 2021 to donate a double batting cage to the City of Berlin to be placed at Riverside Park. This donation is worth approximately \$5000.00. The Berlin Youth Baseball and Softball group will be responsible for the installation and removal of the netting each respective Spring and Fall.

Respectfully signed,

Berlin Youth Baseball & Softball Board

Russ Lichtenberg	President
Yahn Sawallish	Vice President, Baseball
Micky Miller	Vice President, Softball
Katie Reinbold	Treasurer
Kayla Reeves	Community Representative
Nicki Faulkner	Secretary
Tom Brunig	Director of Softball Development
Michael Bennett	Director of Baseball Development
Jim Nighbor	Public Relations

DATE: September 3, 2021

TO: Common Council

FROM: Jodie Olson, City Administrator

RE: Health Insurance Renewal

BACKGROUND: October 1 is our new plan year for health insurance. Our Insurance Agent, Cassie Bornick, will be present to discuss the renewal quotes. As you can see by the information she has provided, the renewal came in at an increase of 20.1%. Other companies quoted came in higher than that while others declined to quote our group altogether. The current plan, as well as the recommended renewal plan, is a high deductible plan with a \$3,500/single and \$7,000/family deductible. Unfortunately, our group claims are running over target and there is a high cost of drug usage which has helped drive up the rates.

RECOMMENDATION: 1) Motion to bypass Committee of the Whole Discussion; and 2) Listen to presentation on health insurance renewal and approve the health insurance renewal with WPS for plan year October 1, 2021 to September 30, 2022.



VISION. VITALITY. ADVICE. FORWARD

City of Berlin
Employer Sponsored Health Insurance Renewal
Effective October 1, 2021

Presented by
Cassie Bornick, CIC, CPIA
Employee Benefits Advisor
The Diedrich Agency, A Vizance Company

Current Insurance Company

WPS Health Plan – HMO Network featuring ThedaCare, Aurora, Bellin, Aspirus, UW Health and more
WPS Health Insurance – PPO Network bringing in Ascension, SSM Health, Froedert, Marshfield Clinic and more

Current Plan Design

	In-Network			Out-of-Network		
	Deductible	Coinsurance	Out-of-Pocket Maximum	Deductible	Coinsurance	Out-of-Pocket Maximum
WPS Health Plan	\$3,500 Single \$7,000 Family	100%	\$3,500 Single \$7,000 Family	N/A	N/A	N/A
WPS Health Insurance	\$3,500 Single \$7,000 Family	100%	\$3,500 Single \$7,000 Family	\$3,500 Single \$7,000 Family	70%	\$8,000 Single \$16,000 Family

Current Employee Premium Contributions (Monthly)

	Single	Employee+Spouse	Employee+Child(ren)	Family
Non-Union				
WPS Health Plan	\$0.00	\$0.00	\$0.00	\$0.00
WPS Health Insurance	\$17.00	\$33.00	\$33.00	\$48.00
Union				
WPS Health Plan	\$20.00	\$40.00	\$40.00	\$57.00
WPS Health Insurance	\$37.00	\$73.00	\$73.00	\$105.00

2021 WPS Renewal Offer

Current Premium	\$28,838.11 Monthly / \$346,057.32 Annual
Renewal Premium	\$34,635.84 Monthly / \$415,630.08 Annual
Increase	\$ 5,797.73 Monthly / \$ 69,572.76 Annual / 20.1%

**2021-2022 Renewal Cost is equivalent to the 2019-2020 United Healthcare Offer, which was 9.5% over the cost being paid for the 2018-2019 benefit year.*

Renewal Disclosure

- Due to HIPPA & Federal Regulations, no claims data available when less than 50 employees enrolled
- Renewal is "Tiered" based on Health Risk and Utilization Forecast
- Assigned a "D" Tier meaning the group is running over target with ongoing utilization and/or ongoing treatment with high cost medications
- *The underwriter did note that a specialty medication for an inflammatory condition is being used and there is a cancer being treated as well since prior year renewal*

2021 Quoting Results

Anthem BCBS	32% Over Current
ROBIN Health Partners	47.2% Over Current
United Healthcare	86.6% Over Current
Humana	595.6% Over Current

AllSavers	DECLINED TO QUOTE
Quartz (formerly Unity)	DECLINED TO QUOTE

2021 Alternate Strategies Reviewed

1. Increased Deductible with Implementation of Health Reimbursement Arrangement
2. Medical Bridge Product (would potentially make ineligible for Health Savings Account)
3. Addition of Accident Plan to off-set unexpected accidental service cost

DATE: September 9, 2021

TO: Common Council

FROM: Jodie Olson, City Administrator

RE: Economic Development Plan Update Contract Award

BACKGROUND: Requests for Proposals were sent out to update the Economic Development Plan under the CDBG-Planning Grant award. The grant award was for up to \$50,000 and is a 2-1 matching grant (up to a \$75,000 project). There were five proposals received, all of which came under the \$75,000:

\$27,000 Vierbicher (Base fee w/additional services available)

\$49,500 New American Economic Development Strategies

\$50,000 Place Dynamics LLC

\$55,000 Better City

\$73,080 Redevelopment Resources

Ald. Erdmann, Sara Rutkowski and I reviewed the proposals and scored them based off of the RFP Criteria. With CDBG grant funding, the lowest bidder should prevail unless the bidder is not considered a "responsible" bidder or failed to comply with the RFP scope or directions. Vierbicher had the highest score and there were no issues with the RFP document submitted. Vierbicher's base fee is \$27,000 but does offer additional services for focus groups, additional meetings and concept redevelopment planning that we may want to take advantage of as we go thru the process. Since we are bringing in a new Planning & Development Director soon, I believe we should leave these options available and approve the bid as to not to exceed \$49,000.

We have included the full proposal from Vierbicher. If anyone would like to review the other four proposals, please let me or Sara know and we are happy to forward them to you.

RECOMMENDATION: 1) Waive the Committee of the Whole discussion; and 2) Award the CDBG Planning Grant Economic Development Update contract to the lowest responsible bidder, Vierbicher, not to exceed \$49,000 and authorize the appropriate signatures.



vierbicher
planners engineers advisors

Proposal to Provide Economic Development Services



Prepared For
City of Berlin
Jodie Olson, City Administrator
108 N Capron Street
PO Box 272
Berlin, WI 54923



Prepared By
Vierbicher
999 Fourier
Suite 201
Madison, WI 53717
Phone: (608) 826-0532



Contact Person
Katherine A. Westaby, AICP
kwes@vierbicher.com
(608) 821-3975

Prepared on
August 25, 2021

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999 Fourier Drive Suite 201
Madison, WI 53717
(608) 826-0532 phone
www.vierbicher.com

August 25, 2021

Jodie Olson, City Administrator
City of Berlin
108 N. Capron Street
P.O. Box 272
Berlin, WI 54923

RE: City of Berlin Economic Development Plan and Grant Administration RFP

Dear Ms. Olson,

On behalf of the Vierbicher team, it is my pleasure to present this proposed scope of work for completing the Community Development Block Grant for Planning (CDBG-PLNG 21-02) for the Economic Development Plan Update in the City of Berlin. The grant award is intended to update the 2014 Economic Development Plan and provide grant administration services.

I have over 10 years in community and economic development experience and have completed grant administration for over 15 CDBG projects during my career with Vierbicher. Considering I completed the 2017 and 2019 Market Analysis Updates for the City of Berlin, I am familiar with the community. I spoke with the previous Community Development Director about the goals of the Community and understand that Downtown is a top priority along with the implementation of the TID project plans.

Throughout this proposal, you will find many reasons why the capabilities of our firm are a terrific match for the needs of the City of Berlin. Our expertise encompasses all of the requirements of this important project including public engagement, research and analysis, developing strategies and implementation plans, along with the CDBG grant administration. It also includes completion of all necessary compliance reporting requirements required by the Department of Administration, as stated in the current CDBG Implementation Handbook, and the agreement between the State of Wisconsin and the City of Berlin. Our proposal focuses on working closely with City staff and the Project Review Committee to complete this essential project.

We have provided grant administration assistance as part of our community and economic development services for over 30 years. Our planning and community development team has the experience and technical capability to meet your Economic Development and grant administration needs. Our goal is to be a partner in a project which enhances the City's resilience and vitality through the completion of the CDBG funded Planning project. We appreciate your time and consideration as you review our proposal to complete the Economic Development Plan and CDBG-PLNG grant administration services. We look forward to an opportunity to discuss this with you further. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

Katherine A. Westaby, AICP
Project Leader and Grant Administrator
Direct: (608) 821-3975
Fax: (608) 821-3975
E-mail: kwes@vierbicher.com



FIRM PROFILE





Description of Firm



Vision to Reality

Vierbicher is a community planning and civil engineering firm that has become a proven partner for thriving Wisconsin communities and developers. Our extensive experience working with both public and private clients has earned us the reputation as a trusted advisor and a firm that brings vision to reality.

Clients choose Vierbicher because we get projects done. While our core service is civil engineering, our extensive due diligence, market-based approach and public funding expertise have made us an industry leader with unmatched success rates.

We pride ourselves on long-term client relationships, many spanning decades. Our multi-disciplined team of experts works collaboratively and efficiently from concept to completion to accomplish client goals on time and on budget.



INTEGRATED SERVICES

- Planning & Community Development
- Economic Development
- Urban Design & Landscape Architecture
- Grant Writing & TIF
- Municipal Engineering
- Civil Engineering
- Surveying & GIS
- Water Resources Engineering



Firm Profile: Services & Specialties



INTEGRATED SERVICES

Vierbicher's multi-disciplined capability and team approach enables us to combine the essential areas of expertise required to successfully complete projects. Having this broad range of in-house experience provides our clients with creative solutions, improved project coordination, greater efficiency, and cost-effective results.

PLANNING & COMMUNITY DEVELOPMENT

- Comprehensive Planning
- Neighborhood Planning
- Urban Redevelopment Planning
- Outdoor Recreation Planning
- Public Facilitation
- Impact Fee Planning
- Developer Representation
- Ordinances & Regulations

ECONOMIC DEVELOPMENT

- Business/Industrial Parks
- Targeted Industry Studies
- Tax Incremental Financing (TIF)
- Market Analysis
- Strategic Planning
- Fiscal & Economic Impact Analysis
- Grant Writing & Administration
- Business Recruitment/Expansion

URBAN DESIGN & LANDSCAPE ARCHITECTURE

- Concept Planning
- Illustrations & Renderings
- Park & Plaza Design
- Landscaping Plans
- Streetscape Design
- Bike & Pedestrian Trails

MUNICIPAL & CIVIL ENGINEERING

- Municipal Infrastructure Design & Studies
- Streets & Roadways
- Site Development
- Stormwater Systems
- Water Supply & Distribution Systems
- Wastewater Treatment & Collection Systems
- Construction Observation & Administration

SURVEYING & GIS

- CSMs, Boundary Surveys and Legal Descriptions
- Platting: Subdivision/Condominium/Assessor's/Right-of-Way
- Topographic Surveys/Aerial Mapping Control
- Construction Staking
- Easement Mapping & Descriptions
- Parcel/Utility Mapping
- Floodplain Surveys/FEMA Elevation Certificates
- Geographic Information Systems (GIS)

WATER & ENVIRONMENTAL RESOURCES

- Floodplain Analysis
- Stormwater & Water Quality Management
- Environmental Assessments
- Regulatory Compliance & Permitting
- Wetland Management



Economic Development



Implement positive change in your community with a practical, proven economic development program.

Economic development has been a core service offered by Vierbicher for more than 30 years. Our economic development services are designed to assist communities in creating an economic development roadmap which is tailored to local market realities, in line with local economic and fiscal possibilities and within the capacity of local organizations to implement. Although planning and analysis are integral to moving economic development initiatives forward, we know a good plan must be focused on implementation.

From initial market assessment to strategic planning and implementation, on-going economic development services can provide quantifiable benefits for your municipality.

Vierbicher has an excellent track record helping our clients achieve amazing results.



SERVICES

- Assessment & Market Analysis
- Economic Development Strategic Planning
- Collateral Material
- Business & Developer Recruitment
- Business Retention & Expansion
- TIF Analysis & Grants
- Development Agreements
- "Boots on the Ground" Implementation Services



Community Development and Planning



VILLAGE OF SHOREWOOD HILLS, WI

Market-based planning, reality-based implementation

Vierbicher is an industry leader in planning and community development services. We don't just deliver pretty pictures, we bring your vision to life. We're known for our realistic plans that are developed based on analysis and local stories to ensure feasible, market-supported results.

We've partnered with forward-thinking Wisconsin towns, villages, cities and counties—some for decades—to develop plans that address each one's unique long-term needs. We work closely with our clients to develop comprehensive plans that strike a delicate balance: they meet goals, but they're realistic; they consider public input and state law requirements, but don't lose sight of long-term visions.

Best of all, our plans improve your local quality of life. We can take care of everything from grant writing, market analysis and drafting concepts all the way to completion. You can count on us to deliver results that will spur a healthier economic outlook for your community.

PROJECT TYPES: COMMUNITY DEVELOPMENT

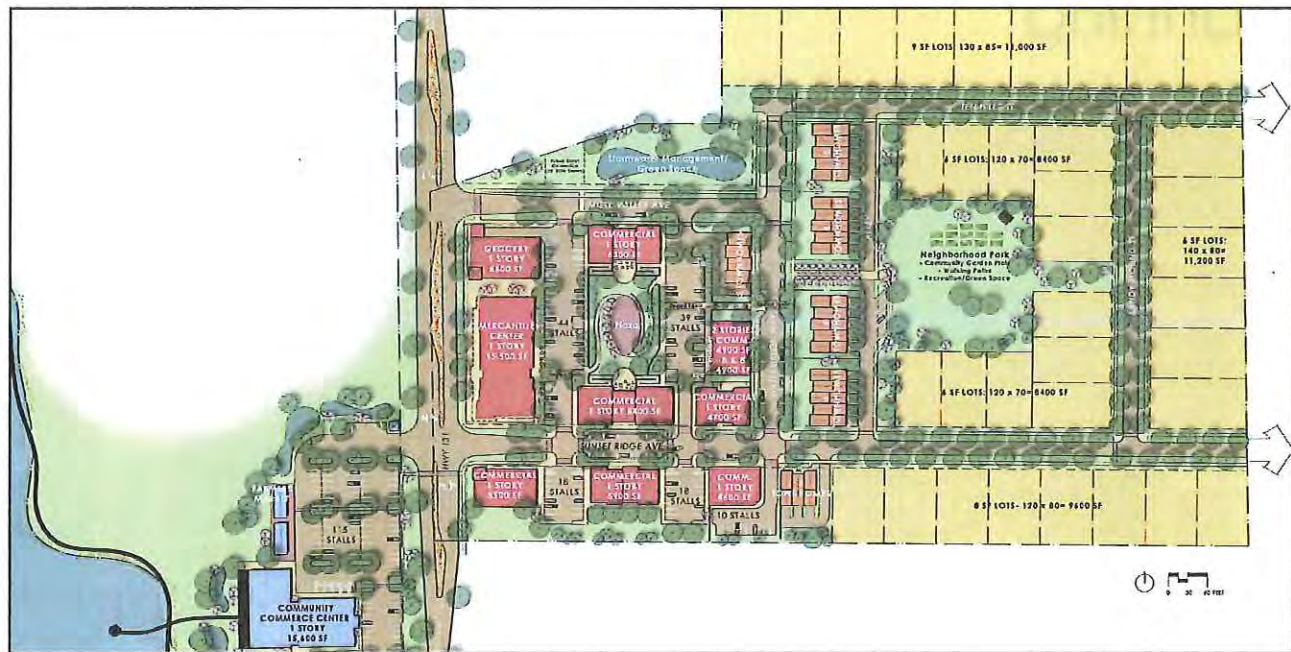
- Mixed-Use Developments
- Corridor and Downtown Revitalization
- Residential Development
- Brownfield Development
- Parks and Recreation Facilities
- Business and Industrial Parks

PROJECT TYPES: PLANNING

- Market Analysis (commercial, retail, housing)
- Grant Writing
- Comprehensive Plans
- Strategic Area, Corridor and Neighborhood Plans
- Redevelopment Plans
- Development Impact Analysis
- Ordinance and Zoning Administration
- Tax Increment District Creation and Administration



Public Funding Experience



VILLAGE OF GAYS MILLS, WI RELOCATION PLAN

Don't let a lack of funding get in the way of fulfilling your goals.

Vierbicher has a long history of assisting clients to access public financial assistance programs. We have assisted our clients to obtain over \$100 million in grant funds. Our grant application success rate is over 85%.

We provide grant administration services for EDA, CDBG and Rural Development grants. Services include environmental review, including SHPO clearance, financial management, reporting, labor standards and record keeping.

Vierbicher also has extensive experience assisting communities plan, create, and implement Tax Incremental Financing programs. We have assisted our clients to create over 130 tax increment districts.

EDA GRANT EXPERIENCE

- [Prairie du Chien Flood Mitigation](#)
- [Viola Economic Flood Recovery Plan](#)
- [La Farge Economic Flood Recovery Plan](#)
- [Viroqua Industrial Park Expansion](#)
- [Reedsburg Industrial Park](#)
- [Gays Mills Business Park](#)
- [Rome Business Center](#)
- [Maine Economic Adjustment Plan](#)
- [Marinette Economic Adjustment Plan](#)

TAX INCREMENTAL FINANCING

- [64 Industrial Development TIDs](#)
- [45 Blight Elimination TIDs](#)
- [16 Mixed-Use TIDs](#)
- [3 Environmental Remediation TIDs](#)
- [Over 90 TID Amendments](#)

OTHER GRANT APPLICATIONS

- [151 CDBG Grants \(Planning, Economic Development, Public Facilities, Public Facilities\) for Economic Development, & Housing\)](#)
- [6 WDOT Transportation Enhancement Grants](#)
- [21 Rural Development Grants and/or Loans](#)
- [23 WDOT TEA Grants](#)
- [13 DNR CWF and SDWL Loans](#)
- [51 DNR Park and Lake Grants](#)



Experience with the CDBG Program



General Grant Funding Experience

Vierbicher has a long history of assisting client's to obtain grant funding. We have assisted our clients to obtain nearly \$100 million in grant funds. Our grant application success rate is over 85%. We also provide grant administration for a majority of the grant projects. Following is a summary of grant awards:

- 13 CDBG Planning Grants
- 34 CDBG Economic Development Grants
- 66 CDBG Public Facilities & EAP Grants
- 17 CDBG Public Facilities for Economic Dev. Grants
- 21 CDBG Housing Grants
- 23 WDOT Transp. Economic Assistance (TEA) Grants
- 5 WDOT Transportation Enhancement Grants
- 5 Economic Development Administration
- 21 Rural Development Grants and/or Loans
- 13 DNR CWF and SDWL Loans
- 57 DNR Park and Lake Grants
- 15 DNR Stormwater Management Grants
- Numerous Miscellaneous Grants

CDBG Program Experience

Vierbicher has assisted communities to obtain 152 CDBG grants totaling over \$55 Million. Following is a representative list of CDBG grants. Our experience related to CDBG grant programs include grant writing, grant administration, engineering design and construction phase services.

Representative CDBG Program Experience

Vierbicher has provided grant administration and project delivery services for the following building projects funded by CDBG programs:

- Viroqua - Library
- Richland Center - Sewer & Water Replacement
- Richland Center - WWTP
- Reedsburg - Storm Sewer Interceptor
- Linden - Well & Water Mains
- Viroqua - Sewer & Water Replacement
- Gays Mills - Infrastructure
- Gays Mills - Library & Community Center
- Reedsburg - Park Place Apartments
- Reedsburg - Second Street Commercial
- Elroy - Electric Powerhouse Flood Proofing
- Marshfield - Tower Hall Rehab Conversion
- Loganville - Water Main Replacement
- Wonewoc - Sewer & Water Replacement
- Orfordville - Sewer & Water Replacement
- Edgar - Business Park Expansion
- Whitewater— Sewer & Water Replacement



Featured CDBG Projects



DODGEVILLE, WI, SPRING STREET RECONSTRUCTION

Project included reconstruction of portions of Spring Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,908,982. The City obtained a \$1,000,000 CDBG PF grant for the project. Vierbicher is providing grant administration, engineering and surveying service for the project.



SPARTA, WI, CHESTER STREET RECONSTRUCTION

Project included reconstruction of portions of Chester Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,047,500. The City obtained a \$500,000 CDBG PF grant for the project. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project was successfully completed.



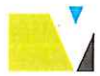
MAINE, WI, WATER SYSTEM IMPROVEMENTS

Project included reconstruction of portions of water distribution system, construction of two new wells and modifications to the water tower. The total project cost was \$4,828,000. The Village obtained a \$634,000 CDBG PF grant, \$2,892,000 USDA Rural Development grant and a \$1,173,000 USDA Rural Development loan for the project. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project is under construction.

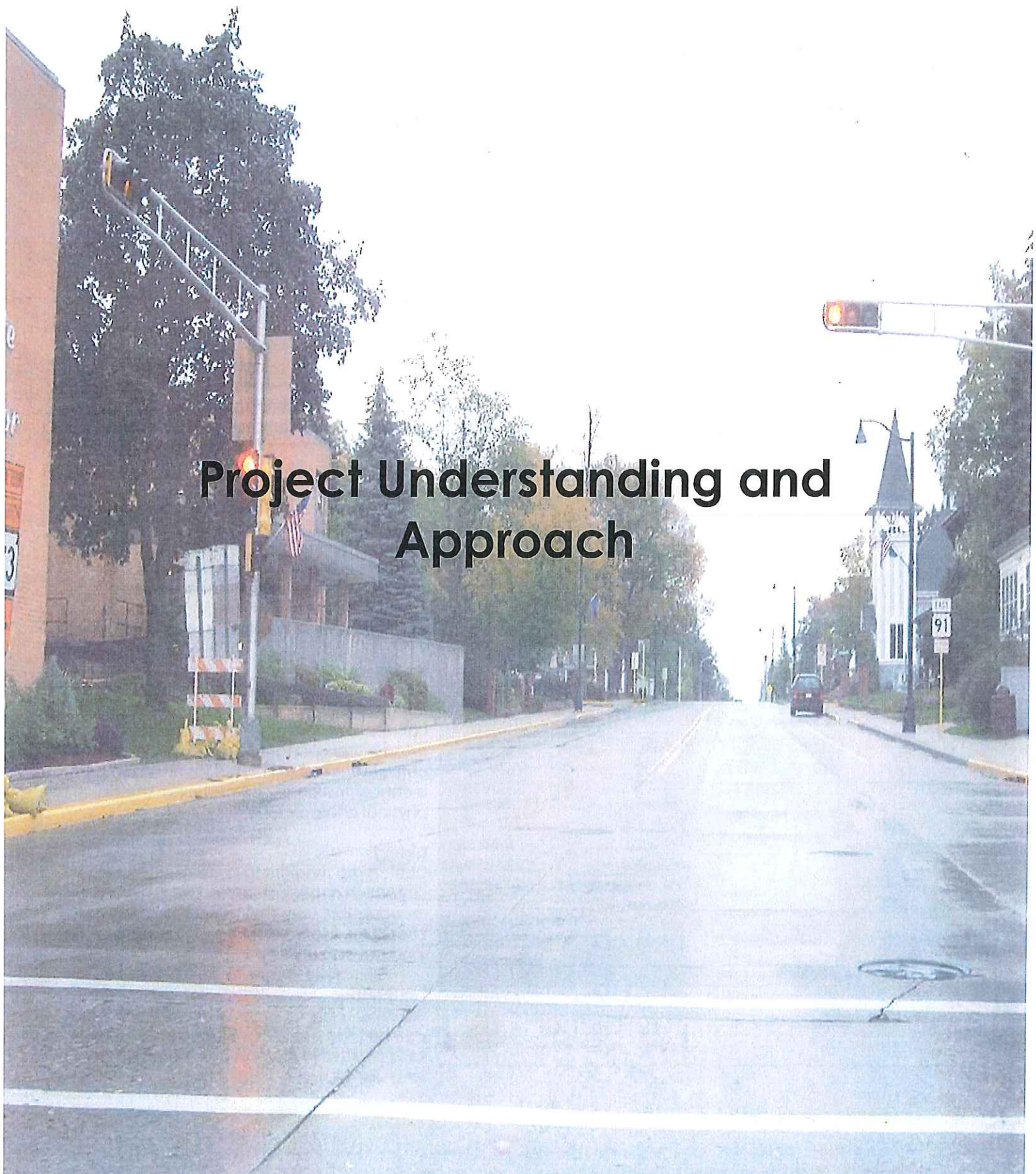


TIGERTON, WI, ELM STREET RECONSTRUCTION

Project included reconstruction of portions of Elm Street including sanitary sewer, water main, storm sewer and street. The total project cost was \$1,129,325. The Village obtained a \$752,875 CDBG PF grant and a \$189,000 CDBG-CLOSE grant for the project. Vierbicher provided grant writing, grant administration, engineering and surveying service for the project. The project was successfully completed.



Project Understanding and Approach



Project Understanding

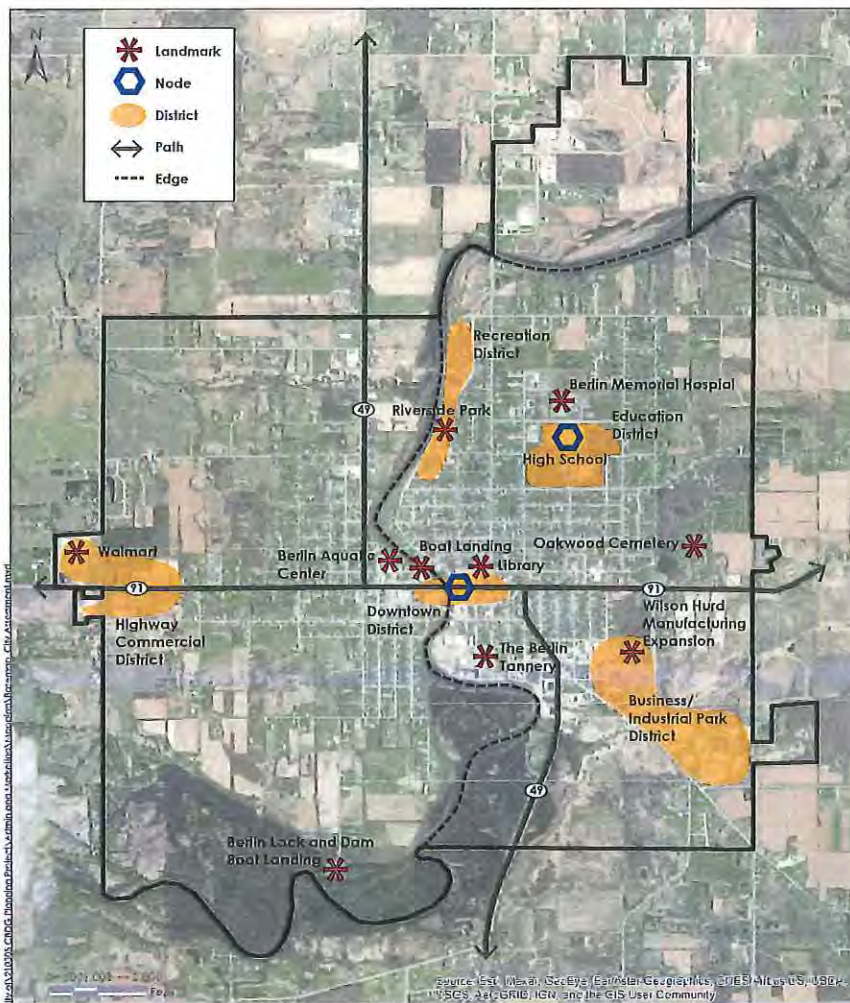
Vierbicher understands that the current Economic Development Plan is seven years old. Many of the funding programs are no longer available and the data is outdated, especially with the new 2020 census that is expected to be released September 30, 2021. The updated census data will provide insight into the changing demographics.

Berlin, like communities across Wisconsin, has experienced a housing shortage. Communities and Developers realize that development will need creative funding solutions. No project can be successful without additional assistance due to rising construction costs.

Housing and Economic Development are related; a community cannot have one without the other. Thus, ensuring both topics are looked at through the same lens will build upon each other. We completed an initial community assessment of the City of Berlin to understand the sense of place.

Community Assessment

To organize a discussion of the physical context of the community, Kevin Lynch's elements of city image and physical form are used. Lynch's book "The Image of The City" divides the elements into five categories: paths, edges, districts, nodes, and landmarks. The combination of these elements creates an area's urban form, and strengthens its sense of place. The map below provides a summary of the community from our initial analysis.



Paths

Paths are the channels along which people move. From here, people observe other elements in the environment. Paths can be simple and one dimensional, like a bike path, or they may take on a room-like quality in the case of a well-formed urban corridor.

Edges

Edges are linear elements seen as boundaries between two faces. Some edges are barriers which close one area off from another and are therefore difficult to penetrate. Real or perceived, these edges contain certain characteristics that will begin to shape and define future redevelopment within the area.

Nodes

Nodes are strategic points with intensive use often located at junctions or connections. Examples may include a break in transportation, or a crossing or convergence of paths. Nodes may also be a concentration of one particular use or physical characteristic.

Districts

Districts are medium to large sections of the city which a user can enter. The districts are recognizable from their common identifying character. Examples of this character include land use and density.

Landmarks

Landmarks are external physical objects that can be used as a point of reference. Some landmarks are high and can be seen from long distances.





Scope of Services Description of Final Plan Project Timeline

SCOPE OF SERVICES - Economic Development Plan

Our Scope of Services is based on our EASI Model (Engagement, Assessment, Strategy, and Implementation), which builds upon the efforts stated in the Request for Proposal. Our EASI model includes research, engagement, strategies, and implementation with key benchmarks.

Engagement

The following tasks outline the work to be completed as part of the engagement phase of the Economic Development Plan Update.

Committee Meetings

Kick-off meeting

Consultant shall hold a kick-off meeting with City Staff to outline the timeline, role, responsibilities, and discuss the project review committee members.

Committee Meetings

Consultant shall facilitate three meetings with the Project Review Committee.

First Committee Meeting: Consultant shall meet with the Project Review/Steering Committee to establish a clear expectation for communication throughout the strategic planning process. Consultant requests the Client to organize and invite the appropriate individuals to comprise the Project Review/Steering Committee. This committee should be a combination of local experts with experience in economic development and housing. An initial SWOT analysis will be complete to understand the Strengths, Weaknesses, Opportunities, and Threats of the Review Committee. Finally, Consultant shall review the proposed outline and the draft housing survey with the Review Committee.

Second Committee Meeting: Consultant shall present the draft assessment data, draft housing on-line survey, and present the results of the first meeting with the Housing Task Force.

Third Committee Meeting: Consultant shall present the results of the second meeting with the Housing Task Force. Consultant shall then present the draft strategies, the implementation plan, and recommend revisions prior to the final strategic plan.

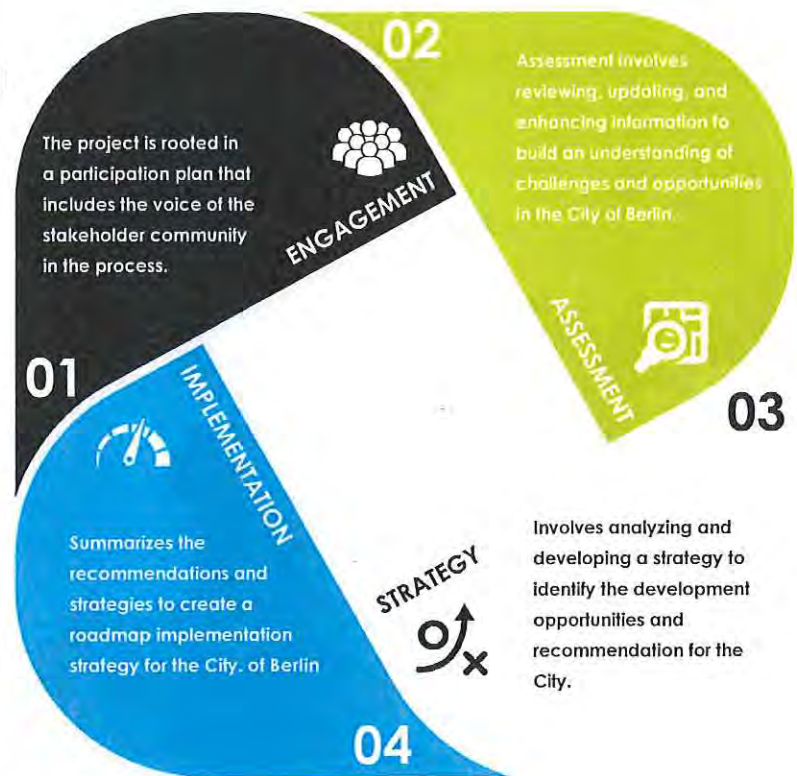
Public Participation

CDBG Citizen Participation Public Hearing: Consultant shall present at a Public Hearing at the beginning of the CDBG project to notify residents of the planning process and how to participate (2 week notice required).

Housing Task Force: Consultant shall participate in two (2) meeting(s) with the City's Housing Task Force to discuss the assessment and specific draft strategies desired for local housing initiatives. Consultant shall use the Task Force's guidance to prepare implementation strategies that connect housing issues to economic development.

Housing Online Survey: Consultant shall deploy a City-wide electronic survey to gather data from residents related to their current housing situation, any housing issues or challenges they face, and their desired housing scenarios and suggestions. We shall also collect user data on self-reported property conditions, occupancy, vacancy and rental rate, affordability, and satisfaction.

Public Hearing/Public Open House: Public Hearing/Public Open House: Consultant can host a public open house once the assessment and strategy phases of the process are complete. This shall provide an opportunity for the project team to present its findings to the public and solicit input from participants.



Strategy

Update Economic Development Strategies

Review of Existing Economic Development Strategic Plan and Other Guiding Documents:

Using the current 2014 Economic Development Plan as the base, Consultant, in collaboration with Client staff, shall review and evaluate the impact of past plan initiatives. Using a "triage" approach that assigns a "keep", "revise", or "delete" status, we shall identify and celebrate successes and any current initiatives that have potential. The assessment phase shall also include an analysis of any other local or regional documents prepared since the 2014 Economic Development Strategic Plan.

Organizational Capacity Enhancement: Consultant shall develop strategies to focus on improving the capacity of local economic development agencies and partners to accomplish identified goals and objectives and identify initial development initiatives that need to be undertaken in a near-term time frame. These strategies shall focus on developing local capacity to undertake economic development and housing efforts.

Tax Increment Financing District Assessments: Consultant shall complete an assessment of the health of the City's current TIDs. The review shall focus on planned TID projects and budgets and shall summarize projects included in TID plans by expenditure category (infrastructure, development assistance, etc.) and closing dates. This assessment shall include amounts budgeted for planned TID projects and expenditure categories and any opportunities to use the TIF to advance current economic development goals.

Housing Strategy Development

The Consultant shall develop short and long term strategies to address each of the housing issues identified in the assessment phase. These could include:

1. Identify recommendations for use of housing assistance programs and housing-related investments.
2. Develop strategies for marketing efforts needed to promote housing development.
3. Identify strategies to promote or attract market-rate developers, especially those willing to build speculative homes and identify the ability to satisfy demand with and without incentives.
4. Identify strategies to protect single-family neighborhoods and existing mixed-housing neighborhoods.
5. Identify strategies that maximize the limited amount of public funding to support the development and redevelopment of necessary housing within the community.
6. Identify specific long-term strategies to match housing demand with appropriate supply.
7. Develop strategies to engage community partners in supporting the development of quality housing.
8. Identify target performance measurements, benchmarks, and milestones for strategic housing initiatives resulting from the planning process.
9. Identify a plan for future housing study updates.

Implementation Plan

The following tasks outline the work to be completed as part of the implementation phase.

Final Report Document and Implementation Matrix: Consultant shall prepare a final document to include a data summary of materials generated throughout the process. The previous economic development recommendations shall be characterized as completed, on-going, no longer relevant, or other status designation. Successful projects shall be highlighted to show the success of the program. The original plan includes an implementation matrix outlining timing, cost, and responsibilities. The recommendations and implementation matrix shall be updated to reflect new economic development practices and programs that have evolved since the Strategic Plan was drafted. The expanded strategies document shall include a set of strategies and initiatives to address newly identified housing and economic development issues. New strategies shall be added to the implementation matrix.

Proposed outline: Vierbicher proposes a new plan format for this update. The following is proposed and can be changed during our first meeting with the Project Review Committee. The information will be grouped based on themes identified in the planning process

1. Executive Summary
2. Accomplishments since Previous Plan
3. Issues and Opportunities
4. Vision, Goals, Strategies and Recommendations
5. Implementation and Funding
6. Appendix
 - a. Data

Presentations of Final Report: Consultant shall prepare and present a summary of the final report document to both the City of Berlin Plan Commission and Common Council, at their respective meetings.

SCOPE OF SERVICES - Grant Administration Services

1. Assist the Client to negotiate a grant contract with the Department of Administration.
2. Attend public meetings to implement the CDBG Planning Grant. These meetings shall include:
 - One City Council meeting at the beginning of the process to review the CDBG Grant contract and provide an overview of the program (noted in the above process).
 - One public information meeting during the implementation of the project (noted in the above process).
 - CDBG monitoring visit
3. Establish and maintain record keeping and file system as required by the CDBG program.
4. Complete the Environmental Review Record in accordance with the CDBG Implementation Manual. Services shall include preparation of the environmental documents, public notices, and Request for Release of Funds.
5. Establish and maintain financial management journals as required by the CDBG program. Assist the City with setting up the grant account to receive CDBG disbursements. Coordinate payment of project invoices with other funding sources and document matching funds.
6. Complete and submit semi-annual reports as outlined in the CDBG Contract.
7. Complete closeout reports and coordinate closeout of the CDBG Grant at the completion of the project.

Proposed Fee

The Fixed fee to provide the scope of services described herein is:

Economic Development Plan.....	\$22,000
CDBG PLNG Grant Administration fee.....	\$5,000



Experience/Representative Projects





Housing & Economic Adjustment Strategy



CLIENT

City of Mayville, WI

LOCATION

City of Mayville, WI

PROJECT SERVICES

- Community Development
- Economic Development

The City of Mayville was facing the challenge of maintaining the robust local workforce needed to support local company growth. The City also faced the related challenge of not having enough affordable housing for the existing workforce and potential new workers looking to relocate to Mayville. The City hired Vierbicher to complete a Housing and Economic Adjustment Strategy to address these dual challenges.

The strategy identified four housing goal categories: housing rehabilitation; infill housing; new construction; and marketing. The goals and associated recommendations offered a comprehensive approach to developing more housing options for current and future residents. The strategy also identified four economic development goal categories: downtown and commercial area revitalization; industry retention and expansion; workforce development; and organizational capacity. The goals and associated recommendations were developed to capitalize on the existing commercial and industrial base in Mayville and provide additional options that encourage further growth. Following the adoption of the strategy, Vierbicher was hired to serve as an ongoing economic development consultant and as staff support to the City's Community Development Authority (CDA).





Monroe Redevelopment Plan No. 2



IMAGE TAKEN BY VIERBICHER



LOCATION

City of Monroe

PROJECT SERVICES

- Redevelopment Area Planning
- Blight Determination
- Market Analysis

The City of Monroe, with a population of 10,625, is located one hour south of Madison, Wisconsin. The City's future vision involves creating a high quality of life through a vibrant business community, a strong downtown center, and drawing on the community's heritage. Thus, the Redevelopment Authority (RDA) created Redevelopment Area Plan No. 2 because of recently annexed land, commercial changes in the area, and proposed developments. The area contains a considerable amount of housing and commercial mix.

The RDA wanted to ensure that blighted areas and underutilized properties were addressed to maintain a beautiful community appearance and keep their tax base. The Plan contains an inventory of the area (resulting from a site visit to document 115 parcels), the economic potential and retail, office, and housing market analysis, redevelopment focus areas, organizational capacity analysis, funding/financing sources, and plan consistency with the Comprehensive Plan and the Tax Increment District No. 9 Project Plan.

The Final Plan has three main goals: Collaborate, Preserve, and Housing Stabilization and Growth. Additionally, there are four Redevelopment focus areas: Development, Housing, Commercial/Mixed-Use Rehabilitation, and Gateway Improvement Areas.



Shawano Downtown Master Plan



LOCATION

City of Shawano, WI

PROJECT SERVICES

- Market Analysis
- Public Engagement
- Urban Design
- Landscape Architecture



Vierbicher worked with the City of Shawano on a downtown master plan. The community sought a plan for an active and dynamic downtown environment that emphasizes redevelopment and utilization of vacant and underutilized properties.

The planning process included significant market analysis and public outreach, as well as a strategic assessment of the downtown partnerships. The Plan process generated five guiding goals for the downtown: Connect, Compete, Collaborate, Preserve, and Promote. Additionally, 11 specific objectives were developed that addresses each of the five goals.

The planning process detailed four concept plans to spur redevelopment in the downtown. One example of the redevelopment site was the reactivation of the waterfront, which was a priority of public meeting participants. Vierbicher developed a site concept that has potential to provide a gateway to the Downtown for travelers coming from the north. Located on the water and adjacent to Huckleberry Harbor park and boat launch, it is an ideal spot for a commercial or restaurant use that could take advantage of the park and waterfront view with an outdoor patio. Additional sites included a Main Street infill redevelopment, a Main Street historic renovation and redevelopment, and the redevelopment of several obsolete single-family residential homes into an urban townhouse housing project.

The plan concluded with a 5-year action plan detailing the recommended actions for the City and various partners to focus their efforts as well as a funding strategy to spur redevelopment within the downtown.



City of Dodgeville Municipal Consulting Services



LOCATION

City of Dodgeville, WI

PROJECT SERVICES

- Municipal Engineering
- Water Resources
- Environmental Resources
- Planning & Community Development
- Surveying & GIS
- Grant Administration



Located approximately 45 miles west of the state's capitol, the City of Dodgeville is a growing bedroom community with a strong employment base and excellent proximity to regional transit systems. As home to retail giant Lands' End, the City has a strong light industrial core and is experiencing increased demand for expansion.

Vierbicher has worked with the City of Dodgeville for 25 years on a wide range of municipal consulting services. Most recently, Vierbicher provided master design services and creation of a Tax Increment District for the new 93-acre Northeast Business Park. The park will provide a variety of new building sites for commercial and light industrial users, as well as provide sites for new single- and multi-family housing development. Vierbicher has also worked with the City on a variety of municipal infrastructure projects. The following includes a list of representative projects in the City:

- Spring Street & Utility reconstruction engineering & CDBG grant administration
- Northeast Business Park Master Plan and Marketing Materials
- Creation of Tax Increment District No. 3
- Creation & Amendment of Tax Increment District No. 2
- Creation of Tax Increment District No. 1
- Leffler Street & Utility reconstruction engineering
- DOT TEA Grant application & administration
- King Street & Utility reconstruction engineering
- Lands' End street, sewer & water extensions engineering
- Water System Study



City of Reedsburg Municipal Consulting Services



LOCATION

City of Reedsburg, WI

PROJECT SERVICES

- Municipal Engineering
- Water Resources
- Environmental Resources
- Planning & Community Development
- Landscape Architecture
- Surveying & GIS

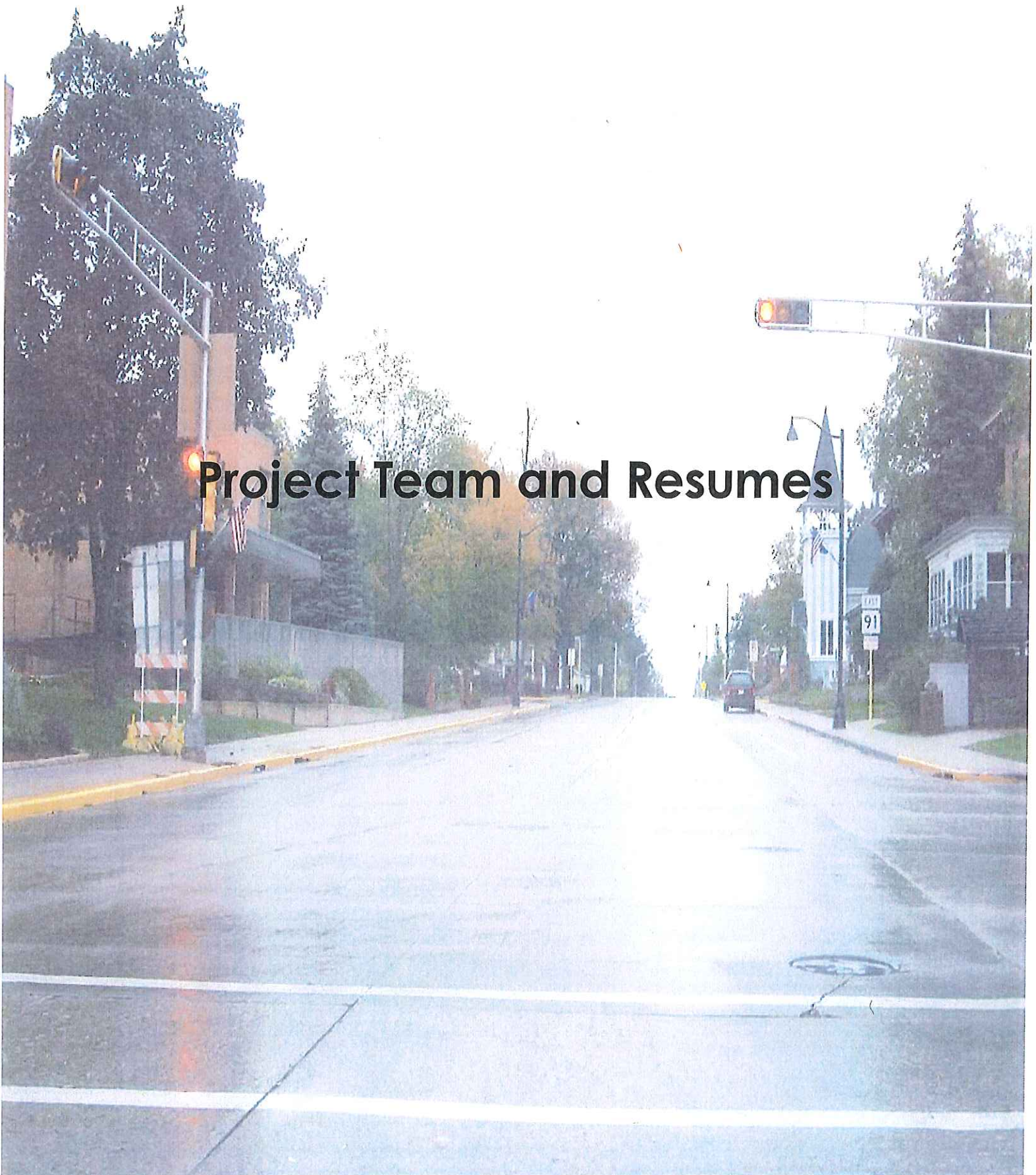


The City of Reedsburg was one of Jim Vierbicher's initial clients in 1977, shortly after the firm was founded. That first project was an upgrade to the sewage treatment plant, which paved the way for a long-term working relationship that has spanned decades. And much has changed within the community during that time, including a very successful community development program. In the past 40 years the population has nearly doubled, the business park has expanded to support more than 5,000 FTE jobs, infrastructure is updated and meets future needs, the revitalized Central Business District is strong, housing quantity and quality has increased substantially, and park and recreation facilities are outstanding. Following is a partial list of representative projects completed:

- Secured \$11,555,000 in grant funding
- Creation & administration of 9 new Tax Increment Districts
- Creation of the Community Development Authority
- Business Recruitment
- Downtown Revitalization
- Extraterritorial District
- Zoning Ordinance
- Business Park Development
- Flood Mitigation Infrastructure
- Wastewater Treatment Plan Upgrade
- Water System Study and Computer Modeling
- Water Supply Wells, Reservoirs and System Upgrade
- Stormwater Master Plan & Utility
- Storm Sewer Interceptors and Detention Basins
- Transportation Master Plan
- Street & Roadway Improvements



Project Team and Resumes





vierbicher
planners engineers advisors



Primary Point of Contact

Katherine A. Westaby, AICP
Community Development Consultant
Project Leader





COMMUNITY DEVELOPMENT CONSULTANT

Katherine Westaby, AICP



BACKGROUND & ROLE

With a decade of successful experience in community planning and managing projects, Katherine specializes in connecting plans to community vision through public engagement, utilizing maps to assist with decision making and creating policies. Katherine has extensive experience with GIS mapping, Comprehensive Plans, Comprehensive Outdoor Recreation Plans, Housing Studies, grant applications and grant administration. Additionally, Katherine served as an alderperson for her local community. As the Wisconsin Downtown Action Council board President and past local Main Street Vice-President, Katherine is a strong believer that our downtown's and main streets are the heart of our communities.

RECENT PROJECT EXPERIENCE

EDUCATION

Master of Community
Planning (2013)
University of Cincinnati -
Cincinnati, Ohio

BA in Geography (2011)
Miami University - Oxford, Ohio

PROFESSIONAL EXPERIENCE

Vierbicher
Community Development
Consultant (2016-2018, 2019)

City of Platteville
Planner/Community Development
Specialist (2018)

Southwestern Wisconsin Regional
Planning Commission
Planner/GIS Specialist (2014-2016)

Mt Auburn Chamber of
Commerce
- Cincinnati, Ohio
Urban Planning Assistant (2013)

Chicago Mayor's Office,
Chicago, Illinois
Graduate Fellow (Summer 2012)

Cincinnati Area Geographic
Information Systems (CAGIS) -
Cincinnati, Ohio
Graduate Assistant (2011-2012)

PROFESSIONAL AFFILIATIONS

American Institute of Certified
Planners

Planning & Community Development

- Redevelopment Area No. 2 Project Plan, City of Monroe, WI
- Central Main Street Corridor Redevelopment Plan, Sun Prairie, WI
- Historic Water Tower Area Plan, City of Schofield, WI
- Downtown Master Plan, City of Shawano, WI
- Tax Increment District Plan, Dodgeville, WI
- Tax Increment District Plans, Schofield, WI
- Tax Increment District Plan, Brodhead, WI
- City Planner, Historic Preservation Planner, and Zoning Administration, City of Platteville, WI*

Comprehensive Planning

- City of Algoma
- Village of Harrison
- City of Mauston
- Town of Verona, WI
- Town of New Glarus, WI

Public Funding

- Public Facility Needs Assessment and Impact Fee Study, Town of Germantown, (Juneau County), WI
- Community Development Investment (CDI) Grant, Village of Argyle
- Spring Street Reconstruction, CDBG Administration, City of Dodgeville, WI
- Rusk Avenue Street Reconstruction, CDBG Administration, City of Viroqua, WI
- Elm Street Reconstruction, CDBG Administration, Village of Tigerton, WI

Housing

- Housing Study and Needs Assessment, City of Monroe, WI
- Housing Market Analysis, City of Nekoosa, WI
- Housing Market Analysis, Village of Marathon City, WI
- Housing Study and Needs Analysis, Waukesha, WI

Parks & Recreation

- Comprehensive Outdoor Recreation Plan, Town of New Glarus, WI
- Park Impact Fee Assessment & Park Planning Assistance, City of Reedsburg, WI
- Park Facilities Needs Assessment, Town of Lisbon, WI
- Parks Master Plan, City of Platteville*

*Completed outside of employment at Vierbicher



MUNICIPAL SERVICES MANAGER

Melissa Hunt, CEcD, EDFP



EDUCATION

B.S. Urban and Regional Studies
The University of Wisconsin –
Oshkosh

PROFESSIONAL EXPERIENCE

Vierbicher
Municipal Services Manager
(2020)

Wisconsin Economic Development
Corporation
Regional Economic Development
Director (2012)

Fond du Lac County Economic
Development Corporation
Community Development
Specialist (2009)

Oshkosh Area Economic
Development Corporation/
Oshkosh Chamber of Commerce
Economic Development Manager
(2004)

PROFESSIONAL CERTIFICATIONS

Certified Economic Developer
(CEcD)

Economic Development Finance
Professional (EDFP)

PROFESSIONAL AFFILIATIONS

Out Professional Engagement
Network (OPEN)
Wisconsin Women in Government
International Economic
Development Council
Wisconsin Economic
Development Association

BACKGROUND & ROLE

Melissa has over 15 years of experience assisting communities with developing and implementing effective economic development strategies. She works cooperatively with regional and state organizations, community leaders, business owners and key stakeholders to successfully lead and support opportunities for growth and development. Melissa also has the expertise to assist with business growth and retention, which leads to job creation and increased tax base. She has helped Wisconsin communities access grant dollars to implement projects of various scales and worked to ensure job creation and attract new business.

Melissa is on the University of Wisconsin Oshkosh Alumni Board and regularly participates in activities for the University. She also regularly attends conferences and has been invited to engage in community discussions throughout Wisconsin.

PUBLIC FUNDING EXPERIENCE

- Funding Research & Analysis
- Grant & Subsidized Loan Applications
- Grant & Loan Administration
- Tax Incremental Financing
- Redevelopment Development Authorities
- Community Development Authority

RECENT PROJECT EXPERIENCE

ECONOMIC DEVELOPMENT STRATEGIES

- Community and Economic Development Services, Mayville, WI
- Tax Incremental Financing (TIF), Dodgeville, WI
- Tax Incremental Financing (TIF), Rock Springs, WI
- Economic Development and TID Assistance, Green Lake, WI

HOUSING

- Mayville Housing and Economic Development Strategy

COMMUNITY DEVELOPMENT

- Comprehensive Plan Update, Fox Point, WI

PAST PROJECT EXPERIENCE

TOURISM & EVENTS

- Leach Amphitheater - Waterfest Oshkosh*
- Live at Lunch - Downtown Oshkosh

COMMUNITY DEVELOPMENT

- Village of North Fond du Lac Community Development Specialist*
- City of Ripon Community Development Specialist*
- City of Waupun Community Development Specialist*
- City of Waupun Community Development Authority (CDA)*
- Fond du Lac County, Fond du Lac, WI
- City of Oshkosh Business Improvement District (BID)*

*Completed outside of employment at Vierbicher.

SENIOR COMMUNITY
DEVELOPMENT
CONSULTANT

vierbicher
planners engineers advisors



Mark Steward, AICP



EDUCATION

Bachelor of Science Degree
(1994)
University of Minnesota,
Minneapolis, MN

PROFESSIONAL EXPERIENCE

Vierbicher
Senior Community
Development Consultant (2020)

Kalahari Development
Facilities Director (2017-2020)

City of Elroy
City Administrator (2011-2017)

Sauk County
Planning and Zoning Director
(2007-2011)

Rusk County
Zoning Administrator (2003-
2007)

Ayres Associates
Project Manager (1999-2003)

PROFESSIONAL AFFILIATIONS

American Institute of Certified
Planners

American Planning Association
- Wisconsin Chapter

Wisconsin City/County
Management Association

BACKGROUND & ROLE

With over 20 years of experience in Planning & Zoning and as a Municipal Administrator, Mark has developed a wide range of skills in both the public and private sectors. Mark's expertise is in economic development, grant writing, administration, writing and interpreting ordinances, codes and laws, policies, and administering and enforcing zoning. He is also a master with budgeting financials and project management.

RECENT PROJECT EXPERIENCE

Planning & Zoning

- Sauk County Comprehensive Plan
- Highway 12 Corridor Study, Sauk Co.
- Elroy Downtown Revitalization Plan
- Elroy Zoning Code Update
- Sauk County Zoning Ordinance Update
- Rusk County Zoning Ordinance Rewrite

Community Development

- Development Agreements
- Memorandums of Understanding
- Business Recruitment & Retention
- Blight Remediation

Public Funding

- Capital Improvements Planning
- Funding Research & Analysis
- Grant & Loan Applications
- Grant & Loan Administration
- Tax Incremental Financing
- Low to Moderate Income Surveys
- FEMA Firefighter Grants

Floodplain Management & Floodplain Mitigation

- CDBG-EAP Grant Application & Administration, Elroy
- WDNR Municipal Flood Control Grant, Elroy
- Powerhouse Flood Mitigation Project, Elroy
- FEMA Flood Buyout Application & Administration
- Sauk Co. Floodplain Ordinance
- Rusk Co. Floodplain Ordinance
- Elroy Floodplain Ordinance
- Viola Economic Recovery Plan
- La Farge Economic Recovery Plan



CONSULTANT | ADAM KANIEWSKI, PLA



EDUCATION

B.S. Landscape Architecture
University of Wisconsin
Madison (2015)

B.S. Environmental Studies
University of Wisconsin
Madison (2015)

PROFESSIONAL EXPERIENCE

Landscape Architect
Vierbicher (2021)

JSD Professional Services, Inc.
Landscape Architect
(2015-2020)

REGISTRATIONS, CERTIFICATIONS, TRAINING, AND CONTINUING EDUCATION

Wisconsin Registered
Landscape Architect #805

PROFESSIONAL AFFILIATIONS

American Society of
Landscape Architects

BACKGROUND INFORMATION

Adam recently joined the Vierbicher team, bringing with him an impressive 5 years of experience as a Landscape Architect. His experience includes design of and graphic production for master plans, site design, athletic facility planning and design, planting design and cost estimating as well as WisDOT consulting. He has been involved with projects from the conception stage through final construction. Adam's education and experience has allowed him to not only find workable solutions to problems, but also comfortable ones.

PROJECT EXPERIENCE *

Master Site Plans*

- Kettle Park West, Stoughton, WI
- Windsor Crossing, Windsor, WI
- Fox Highlands, Greenville, WI
- Shady Grove, Cottage Grove, WI

Site Design*

- Verona Area School District - New High School Campus & Redevelopment of Existing High School Campus
- Summit Credit Union Headquarters, Cottage Grove, WI
- Summit Credit Union Branch Locations, Multiple Locations, WI
- Union Corners - Carbon, Madison, WI
- Tru by Hilton, Stoughton, WI
- Kettle Park Senior Living, Stoughton, WI
- Gingerbread Childcare, Windsor, WI
- Artisan Village - Novation Campus, Fitchburg, WI
- Kwik Trip, Multiple Locations, WI

Parks & Recreation*

- Verona Area School District - New High School Campus & Redevelopment of Existing High School Campus
- Frame Park Baseball Artificial Turf Field, Waukesha, WI
- Mindiola Park Soccer Artificial Turf Field, Waukesha, WI
- Parks and Recreation Planning Development, Weston, WI
- Reddan Soccer Park Artificial Turf Field and Park Master Plan, Verona, WI
- Oregon School District - Jaycee Park Baseball and Softball Fields
- Johnson Creek School District - Running Track and Field Events
- Columbus School District - Running Track and Field Events

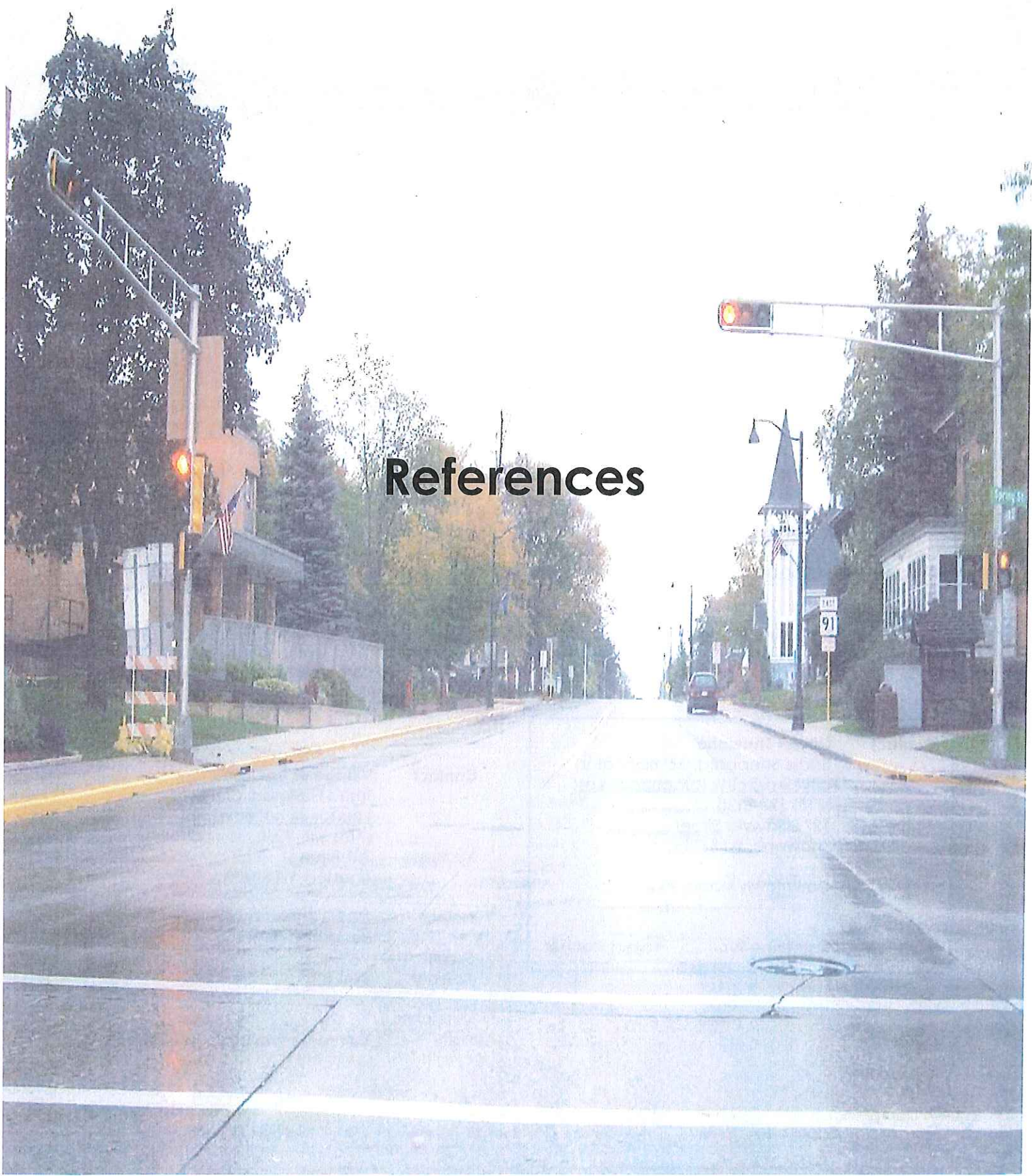
WisDOT*

- Outdoor Advertisement Signage Program
- I-39/STH 11 Interchange Seeding - Rock County, WI
- Rest Areas 11 & 12

* Completed outside of employment at Vierbicher.



References





Municipal Client References

Contact **City of Dodgeville**
Greg Lee, Public Works Director
publicworks@ci.dodgeville.wi.us
(608) 930-1011

Address 100 E Fountain Street
Dodgeville, WI 53533

Project CDBG Public Facilities Spring Street
Reconstruction

Grant Amount \$1,000,000

Vierbicher Staff Katherine Westaby, Grant Admin

Contact **City of Monroe**
Brooke Bauman, Alder
baumanb@cityofmonroe.org
(608) 293-1727

Address 1110 18th Ave
Monroe, WI 53566

Project Redevelopment Plan No. 2

Vierbicher Staff Katherine Westaby, Project Leader

Contact **City of Shawano**
Eddie Sheppard, Administrator
cityclerk@cityofbrodheadwi.us
(715) 526-6138

Address 127 S Sawyer Street
Shawano, WI 54166

Project Downtown Master Plan

Vierbicher Staff Katherine Westaby, Project Planner

Contact **Village of Tigerton**
Trisha Hoffman, Clerk
tigerton@frontiernet.net
(715) 535-2262

Address 221 Birch St
Tigerton, WI 54486

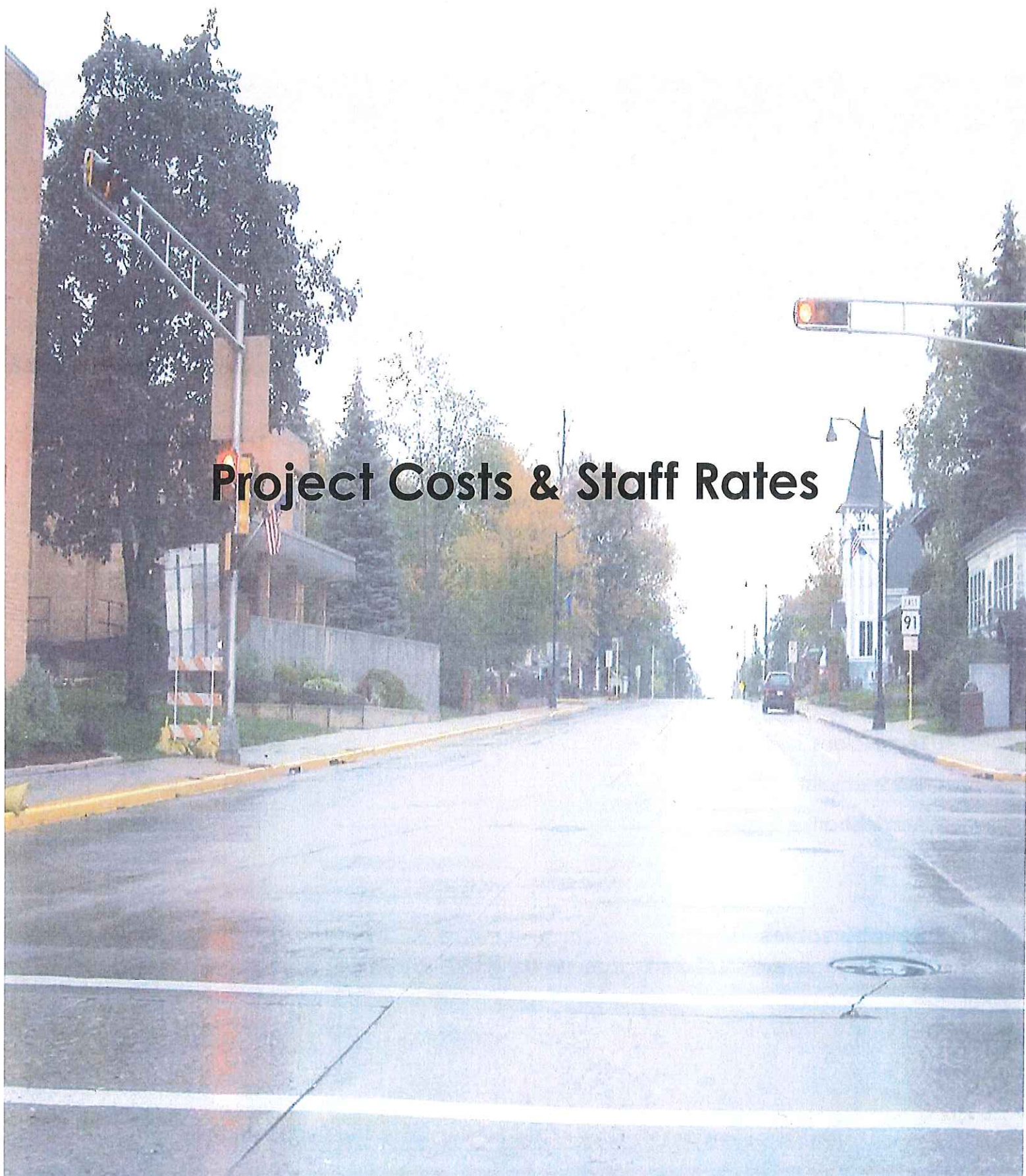
Project CDBG Public Facilities Elm Street
Reconstruction

Grant Amount \$941,875

Vierbicher Staff Katherine Westaby, Grant Admin



Project Costs & Staff Rates





Professional Staff Billing Rates



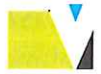
Classification

Labor Rate

Melissa Hunt	\$150.00/hr
Katherine Westaby	\$125.00/hr
Adam Kaniewski	\$120.00/hr
Landscape Architects	\$120.00 - \$125.00/hr
Technicians	\$87.50 - \$110.00/hr
GIS Specialist	\$120.00 - \$130.00/hr
Administrative Support	\$80.00/hr

Reimbursables

Reimbursable expenses are included in the above-stated fees or estimates.



CDBG FORMS



Division of Energy, Housing and Community Resources (DEHCR)

Community Development Block Grant – Potential Conflict of Interest Disclosure

POTENTIAL CONFLICT OF INTEREST DISCLOSURE

City of Berlin

Economic Development Plan Update and CDBG Planning Grant Administration

Do you have family or business ties to any of the people listed below?

Yes ☐

No ☒

If yes, please check the box next to the name(s) of the individual(s) and describe the relationship in the space provided below:

ELECTED OFFICIALS:

- ☐ Joel Bruessel, Mayor
- ☐ Jim Lehr, Alderperson
- ☐ Roberta Erdmann, Alderperson
- ☐ Kristina Boeck, Alderperson
- ☐ Edmund Marks, Alderperson
- ☐ Joshua Nigbor, Alderperson
- ☐ Catrina Burgess, Alderperson

CITY OF BERLIN ADMINISTRATION, DEPARTMENT HEADS AND LEGAL COUNSEL:

- ☐ Jodie Olson, City Administrator
- ☐ Lindsey Kemnitz, Community Development Director
- ☐ Brian Malnory, Utilities Superintendent
- ☐ Scott Zabel, Street Superintendent
- ☐ Jeffrey Engel, Chief of Police
- ☐ Robert Paugels, Fire Chief
- ☐ Evan Vandenlangenberg, EMS Director
- ☐ Gary Podoll, Director of Emergency Management
- ☐ Atty. Matt Chier, City Attorney
- ☐ Sarah Rutkowski, Senior/Recreation Programming Director
- ☐ Hon. Jerome Jaye, Municipal Court Judge
- ☐ Chris Kalupa, Library Director

Division of Energy, Housing and Community Resources (DEHCR)

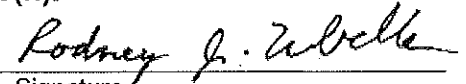
Community Development Block Grant – Potential Conflict of Interest Disclosure

Description of Relationship(s):

Please Note: The name of any bidder with a potential conflict of interest will be disclosed at the City of Berlin Common Council meeting in which bids are discussed. Potential conflicts of interest will be reviewed in accordance with 24 CFR 570.489(h).

Rodney Zubella

President


Signature

Printed Name of Individual

Title

Vierbicher Associates, Inc.

08/19/2021

Name of Business/Firm/Company

Date Signed [MM/DD/YYYY]

Division of Energy, Housing and Community Resources

Lobbying Certification

GRANTEE/UGLG NAME: City of Berlin
DEHCR GRANT AGREEMENT #: CDBG-PLNG 21-02

LOBBYING CERTIFICATION

FROM THE

- ☐ Municipality/UGLG: _____
☐ Contractor/Sub-Contractor
☒ Other: Grant Administrator/Planner

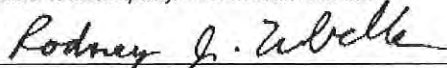
The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vierbicher Associates, Inc.

Name of Municipality/UGLG/Business/Firm



Signature of the Chief Elected Official, Owner, or Chief Executive Officer

President

Title

8/19/2021

Date Signed

Rodney Zubella

Printed Name of the Chief Elected Official, Owner, or Chief Executive Officer

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: ^{4c}			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

Not Applicable

ATTACHMENT 6-B: SECTION 3 CONTRACT LANGUAGE REQUIREMENTS

Include the following language in all contracts and sub-contracts funded with CDBG dollars:**

1. Section 3 of the Housing and Urban Development Act of 1968. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulation.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship, and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every sub-contract subject to compliance with regulations in 24 CFR 135, and agrees to take appropriate action, as provided in an applicable provision of the sub-contractor in this Section 3 clause, upon a finding that the sub-contractor is in violation of the regulations in 24 CFR 135. The contractor will not sub-contract with any sub-contractor where the contractor has notice or knowledge that the sub-contractor has been found in violation of the regulations in 24 CFR 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR 135.
6. Non-compliance with HUD's regulations in 24 CFR 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians; and (ii) preference in the award of contracts and sub-contracts shall be given to Indian organizations and Indian-Owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**** This language is only required for those contracts and sub-contracts regarding project activities that are funded with CDBG dollars. However, it is strongly recommended that this language be included in ALL contracts regardless of the funding source to avoid any unnecessary problems later in the project cycle.**

24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

Code of Federal Regulations Title 24 570.489(h) Program administrative requirements

(h) Conflict of interest:

(1) Applicability. (i) In the procurement of supplies, equipment, construction, and services by the States, units of local general governments, and sub-recipients, the conflict of interest provisions in paragraph (g) of this section shall apply.

(ii) In all cases not governed by paragraph (g) of this section, this paragraph (h) shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance with CDBG funds by the unit of general local government or its sub-recipients, to individuals, businesses and other private entities.

(2) Conflicts prohibited. Except for eligible administrative or personnel costs, the general rule is that no persons described in paragraph (h)(3) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this subpart or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have an interest in any contract, 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 or for one year thereafter.

(3) Persons covered. The conflict of interest provisions for paragraph (h)(2) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or sub-recipients which are receiving CDBG funds.

(4) Exceptions: Thresholds requirements. Upon written request by the State, an exception to the provisions of paragraph (h)(2) of this section involving an employee, agent, consultant, officer, or elected official or appointed official of the state may be granted by HUD on a case-by-case basis. In all other cases, the state may grant such an exception upon written request of the unit of general local government provided the state shall fully document its determination in compliance with all requirements of paragraph (h)(4) of this section including the state's position with respect to each factor at paragraph (h)(5) of this section and such documentation shall be available for review by the public and by HUD. An exception may be granted after it is determined that such an exception will serve to further the purpose of the Act and the effective and efficient administration of the program or project of the state or unit of general local government as appropriate. An exception may be considered only after the state or unit of general local government, as appropriate, has provided the following:

(i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and

STATE OF WISCONSIN CDBG IMPLEMENTATION HANDBOOK: ATTACHMENT 3-C:
24 CFR 570.489(h) CONFLICT OF INTEREST CLAUSE

(ii) An opinion of the attorney for the state or the unit of general local government, as appropriate, that the interest for which the exception is sought would not violate state or local law.

(5) Factors to be considered for exceptions. In determining whether to grant a requested exception after the requirements of paragraph (h)(4) of this section have been satisfactorily met, the cumulative effect of the following factors, where applicable, shall be considered:

(i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project which would otherwise not be available;

(ii) Whether an opportunity was provided for open competitive bidding or negotiation;

(iii) Whether the person affected is a member of a group or class of low or moderate income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

(iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;

(v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (h)(3) of this section;

(vi) Whether undue hardship will result either to the State or the unit of general local government or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and

(vii) Any other relevant considerations.



Proposed Professional Services Agreement





August 18, 2021

Jodie Olson
City Administrator
City of Berlin
108 N. Capron St.
Berlin, WI 54923

Re: Agreement to Provide Economic Development Plan Consulting Services.

Dear Jodie:

Vierbicher Associates, Inc. (Consultant) is pleased to submit this Agreement to provide professional services to the City of Berlin (Client). All sections included in this Agreement and the General Terms and Conditions form the basis for this Agreement.

I. PROJECT UNDERSTANDING

The Client wishes to update the current economic development program in the community, and address a variety of housing concerns that are integral to its economic development goals. Businesses, as well as city leaders, would like the housing issue to be further studied and addressed. Therefore, the Client would like an action plan to address known business needs, economic development, and housing-related issues in the community. The City wishes to identify benchmark objectives and goals to measure performance and success.

The City of Berlin has received a Community Development Block Grant (CDBG) Planning Grant in the amount of \$50,000. The City would like Consultant to provide CDBG administration services for this grant

II. SCOPE OF SERVICES

A. General

Consultant shall provide a coordinated and streamlined project approach, build upon previous economic development strategic planning efforts and initiatives, and engage the local community as part of the process. The goal is to update the economic development strategy and incorporate realistic initiatives to achieve economic stability and expand the focus on housing-related issues involving housing supply and quality.

Consultant shall provide grant administration services for the 2021 CDBG PLNG Grant.

The following pages outline the scope of services included in this agreement.

B. Specific Services Provided by Consultant

1. Economic Development and Housing Strategic Plan Update

- a) Engagement: The following tasks outline the work to be completed as part of the engagement phase of the Economic Development Plan Update.
 - 1) Project Review Committee Meetings: Consultant shall facilitate three meetings with the Project Review Committee.
 - (a) First meeting: Consultant shall meet with the Project Review/Steering Committee to establish a clear expectation for communication throughout the strategic planning process. Consultant requests the Client to organize and invite the appropriate individuals to comprise the Project Review/Steering Committee. This committee should be a combination of local experts with experience in economic development and housing. An initial SWOT analysis will be complete to understand the Strengths, Weaknesses, Opportunities, and Threats of the Review Committee. Finally, Consultant shall review the proposed outline and the draft housing survey with the Review Committee.
 - (b) Second Meeting: Consultant shall present the draft assessment data, draft housing on-line survey, and present the results of the first meeting with the Housing Task Force.
 - (c) Third meeting: Consultant shall present the results of the second meeting with the Housing Task Force. Consultant shall then present the draft strategies, the implementation plan, and recommend revisions prior to the final strategic plan.
 - 2) Public Participation:
 - (a) CDBG Citizen Participation Public Hearing: Consultant shall present at a Public Hearing at the beginning of the CDBG project to notify residents of the planning process and how to participate (2-week notice required)
 - (b) Housing Task Force: Consultant shall participate in two (2) meeting(s) with the City's Housing Task Force to discuss the assessment and specific draft strategies desired for local housing initiatives. Consultant shall use the Task Force's guidance to prepare implementation strategies that connect housing issues to economic development.
 - (c) Housing Online Survey: Consultant shall deploy a City-wide electronic survey to gather data from residents related to their current housing situation, any housing issues or challenges they face, and their desired housing scenarios and suggestions. We shall also collect user data on self-

reported property conditions, occupancy, vacancy and rental rate, affordability, and satisfaction.

- (d) Public Hearing/Public Open House: Consultant can host a public open house once the assessment and strategy phases of the process are complete. This shall provide an opportunity for the project team to present its findings to the public and solicit input from participants.
- (e)

- b) Strategy: The following tasks outline the work to be completed as part of the strategy phase of the Economic Development Plan Update.

- 1) Update Economic Development Strategies:

- (a) Review of Existing Economic Development Strategic Plan and Other Guiding Documents: Using the current 2014 Economic Development Plan as the base, Consultant, in collaboration with Client staff, shall review and evaluate the impact of past plan initiatives. Using a "triage" approach that assigns a "keep", "revise", or "delete" status, we shall identify and celebrate successes and any current initiatives that have potential. The assessment phase shall also include an analysis of any other local or regional documents prepared since the 2014 Economic Development Strategic Plan.
- (b) Organizational Capacity Enhancement: Consultant shall develop strategies to focus on improving the capacity of local economic development agencies and partners to accomplish identified goals and objectives and identify initial development initiatives that need to be undertaken in a near-term timeframe. These strategies shall focus on developing local capacity to undertake economic development and housing efforts.
- (c) Tax Increment Financing District Assessments: Consultant shall complete an assessment of the health of the City's current TIDs. The review shall focus on planned TID projects and budgets and shall summarize projects included in TID plans by expenditure category (infrastructure, development assistance, etc.) and closing dates. This assessment shall include amounts budgeted for planned TID projects and expenditure categories and any opportunities to use the TIF to advance current economic development goals.

2) Housing Strategy Development:

The Consultant shall develop short and long-term strategies to address each of the housing issues identified in the assessment phase. These could include:

- (a) Identify recommendations for use of housing assistance programs and housing-related investments.
- (b) Develop strategies for marketing efforts needed to promote housing development.
- (c) Identify strategies to promote or attract market-rate developers, especially those willing to build speculative homes, and identify the ability to satisfy demand with and without incentives.
- (d) Identify strategies to protect single-family neighborhoods and existing mixed-housing neighborhoods.
- (e) Identify strategies that maximize the limited amount of public funding to support the development and redevelopment of necessary housing within the community.
- (f) Identify specific long-term strategies to match housing demand with appropriate supply.
- (g) Develop strategies to engage community partners in supporting the development of quality housing.
- (h) Identify target performance measurements, benchmarks, and milestones for strategic housing initiatives resulting from the planning process.
- (i) Identify a plan for future housing study updates.

c) Implementation Plan: The following tasks outline the work to be completed as part of the implementation phase.

1) Final Report Document and Implementation Matrix:

Consultant shall prepare a final document to include a data summary of materials generated throughout the process. The previous economic development recommendations shall be characterized as completed, ongoing, no longer relevant, or other status designation. Successful projects shall be highlighted to show the success of the program. The original plan includes an implementation matrix outlining timing, cost, and responsibilities. The recommendations and implementation matrix shall be updated to reflect new economic development practices and programs that have evolved since the Strategic Plan was drafted. The expanded strategies document shall include a set of strategies and initiatives to address newly identified housing and economic development issues. New strategies shall be added to the implementation matrix.

- 2) Proposed outline
Vierbicher proposes a new Plan format for this update. The following is proposed and will possibly change based on meeting outcomes. The information will be grouped based on themes identified in the planning process.

- (a) Executive Summary
- (b) Accomplishments since Previous Plan
- (c) Issues and Opportunities
- (d) Vision, Goals, Strategies, and Recommendations
- (e) Implementation and Funding
- (f) Appendices
- (g) Data

- d) Presentations of Final Report:
Consultant shall prepare and present a summary of the final report document to both the City of Berlin Plan Commission and Common Council, at their respective meetings.

2. Grant Administration Services

- a) Assist the Client to negotiate a grant contract with the Department of Administration.
- b) Attend public meetings to implement the CDBG Planning Grant. These meetings shall include:
 - 1) One City Council meeting at the beginning of the process to review the CDBG Grant contract and provide an overview of the program (noted in the above process).
 - 2) One public information meeting during the implementation of the project (noted in the above process).
 - 3) CDBG monitoring visit.
- c) Establish and maintain record keeping and file system as required by the CDBG program.
- d) Complete the Environmental Review Record in accordance with the CDBG Implementation Manual. Services shall include preparation of the environmental documents, public notices, and Request for Release of Funds.
- e) Establish and maintain financial management journals as required by the CDBG program. Assist the City with setting up the grant account to receive CDBG disbursements. Coordinate payment of project invoices with other funding sources and document matching funds.
- f) Complete and submit semi-annual reports as outlined in the CDBG Contract.
- g) Complete closeout reports and coordinate closeout of the CDBG Grant at the completion of the project.

C. Additional Services if Requested by Client

If requested by Client, Consultant is prepared to provide the following additional services:

- 1. Focus Groups:**
Consultant can facilitate discussions with stakeholders such as landlords, brokers, property managers, employers, developers, neighborhood associations, local Economic Development Organizations, and other groups that can provide invaluable insights into a housing and economic development analysis and needs assessment. Consultant recommends organizing several focus groups with invited stakeholders for this purpose. The focus group interviews would occur over two sequential days. Consultant staff shall facilitate up to eight (8) focus group discussions between individuals or groups. As the experts in the local community, Consultant requests the Client organize and invite the appropriate individuals or organizations.
- 2. Additional Meetings**
Attendance at on-site meetings outside of the proposed schedule.
- 3. Redevelopment Concept Planning.**
Redevelopment concept plans will be prepared for building use, massing, and layout purposes only, and will not include additional engineering or surveying work that may be necessary to identify underlying soils, floodplain, or other infrastructure constraints.

NOTE: These services are not part of this Agreement. A separate Agreement or Amendment to this Agreement will be necessary to formally contract for this work.

III. INFORMATION PROVIDED BY OTHERS

In order to complete our scope of services, the following information shall be provided by others:

- A. Information regarding property ownership.
- B. Existing economic development initiatives.
- C. Contact information for local businesses or stakeholder groups, and advance notification of relevant meeting dates and times.
- D. Stakeholder lists.
- E. Meeting space and notifications.
- F. Distribution of hard copy surveys and entering hard copy surveys into the online format.
- G. Set up and maintain a Bank account to receive CDBG funds.
- H. Disburse CDBG and other funds to pay project costs.
- I. Services of the City attorney as necessary.
- J. Miscellaneous expenses incurred by the Client related to the implementation of the CDBG Program. These expenses may include personnel training, travel, postage, office supplies, telephone, newspaper publication costs, and copies.

IV. SCHEDULE

- A. This Agreement is tied to the schedule of the CDBG project and the CDBG grant contract. Consultant will provide grant administration services under this contract in compliance with the City's grant contract with DOA. This Agreement is based upon the following anticipated schedule:

Activity	Date
1. Authorization to Proceed	September 2021
2. Kick-off meeting	October 2021
3. CDBG Environmental Review Certification	November 2021
4. Begin Economic Development Plan	January 2022
5. Draft Economic Development Plan	November 2022
6. Final Economic Development Plan	January 2023
7. CDBG Project Closeout	March 2023

V. EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

In connection with the performance of work under contract, Consultant agrees to comply with:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which provides that no person shall be excluded from participation, denied the benefits, or subjected to discrimination on the basis of race, color, or national origin under any program or activity receiving federal financial assistance.

Section 109 of the Housing and Urban Development Act of 1974, as amended, which provided that no person shall be excluded from participation (including employment), denied benefits, or subjected to discrimination on the basis of race, color, national origin, or sex, under any program or activity, funded in whole or in part under Title I (Community Development) of the Act.

Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.

Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving federal funds.

Executive Order 11246, as amended, which provides that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin in any place of employment during the performance of federally-assisted construction contracts in excess of \$2,000.

Section 3 of the Housing and Urban Development Act of 1968, as amended, which provides that to the greatest extent feasible, opportunities for training and employment shall be given to lower-income residents of the project area, and that contracts, in connection with the project, be awarded to business concerns located in, or owned in substantial part, by residents of the project area.

VI. SCHEDULE OF DELIVERABLES

The following deliverables shall be provided to the Client throughout the course of the project:

- A. Economic Development Plan
- B. Grant Administration

VII. DESIGNATION OF RESPONSIBLE PARTIES

The designated responsible parties representing the Client and Consultant, respectively, shall have authority to transmit instructions, receive information, and render decisions relative to the project on behalf of each respective party.

Overall coordination and project supervision for Consultant is the responsibility of Katherine A. Westaby, AICP, Project Leader. She, along with Melissa Hunt and other personnel, shall provide the services required for the various aspects of the project. Please direct all communications that have a substantive impact on the project to Katherine.

The Client designates Jodie Olson as the Client representative. Consultant shall direct all communications that have a substantive impact on the project to that individual, and that individual's responses shall be binding on the Client.

VIII. FEES

- A. The Fixed fee to provide the scope of services described herein is:

- 1. Economic Development Strategic Plan.....\$22,000
- 2. CDBG Grant Administration.....\$5,000

Additional Services if Requested

- 1. Optional Focus Groups\$3,200
- 2. Additional MeetingsT&E
- 3. Concept Redevelopment Planning.....T&E

- B. These fees assume that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant including, by way of example and not limitation, decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.

- C. Reimbursable expenses are included in the above-stated fees or estimates.

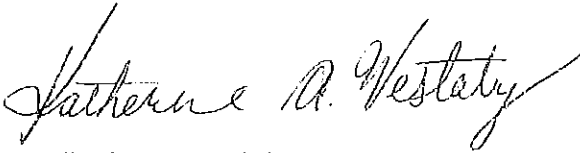
IX. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions dated 11-6-18 and attached hereto are incorporated herein by reference.

August 17, 2021
Page 9 of 9

We appreciate the opportunity to work with you on this project. If this Agreement is acceptable to you, please sign the Authorization below and return one copy to our Madison office. Should you have any questions or require any additional information, please feel free to contact me.

Sincerely,



Katherine A. Westaby, AICP
Project Leader

Enclosure: General Terms and Conditions

AUTHORIZATION TO PROCEED

In witness whereof, the parties have made and executed this Agreement as of the day and year written below.

Client

Consultant



Jodie Olson
City Administrator
City of Berlin
108 N. Capron St.
Berlin, WI 54923

David M. Glusick, PE Principal
Vierbicher Associates, Inc.
999 Fourier Drive, Suite 201
Madison, WI 53717

Date

Date



Witness

Witness

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**VIERBICHER ASSOCIATES, INC. (CONSULTANT)
GENERAL TERMS AND CONDITIONS OF SERVICES**

1. Services Not Provided as Part of This Agreement

Environmental studies, resident construction observation services, archaeological investigations, soil borings, flood plain analysis, wetland delineations, public hearing representation, easements, property descriptions or surveys, negotiations for property rights acquisitions, and other detailed studies or investigations, unless specifically identified in this Agreement for Services, are not included as part of this work.

2. Hazardous Environmental Conditions

Unless specifically identified in this Agreement for Services, it is acknowledged by both parties that Consultant's scope of services does not include any services related to the discovery, identification, presence, handling, removal, transportation, or remediation at the site, or the inspection and testing of hazardous materials, such as asbestos, mold, lead paint, PCBs, petroleum, hazardous waste, or radioactive materials. Client acknowledges that Consultant is performing professional services for Client, and Consultant is not and shall not be required to become an "arranger," "operator," "generator" or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA). If Client is the owner of the project site, Client shall defend, indemnify and hold Consultant harmless from and against any CERCLA-based claims.

3. Additional Services

The Scope of Services in this Agreement is intended to cover services normally required for this type of project. However, occasionally events occur beyond the control of the Consultant or the Client that create a need for additional services beyond those required for a standard agreement.

The Consultant and/or Client shall promptly and in a timely manner bring to the attention of the other the potential need to change the Scope of Services set forth above, necessitated by a change in the Scope of Project, Scope of Services, or the Schedule. When a change in the Scope of Services, Schedule, or Fees is agreed to by the Consultant and Client, it shall be initiated by written authorization of both parties.

4. Client's Responsibility

- A. Provide Consultant with all criteria and full information as to Client's requirements for the project, including design objectives and constraints, capacity and performance requirements, flexibility, expandability, and any budgetary limitations; furnish previous plans, studies and other information relevant to the project; furnish copies of all design and construction standards which Client will require to be included in the drawings and specifications; and furnish copies of Client's standard forms, and conditions, including insurance requirements and related documents for Consultant to include in the bidding documents, or otherwise when applicable.
- B. Furnish to Consultant any other information pertinent to the project including reports and data relative to previous designs, or investigations at or adjacent to the site, including hazardous environmental conditions and other data such as reports, investigations, actions or citations.
- C. Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's Consultants and Contractors, and information from public records, without the need for independent verification.
- D. Arrange for safe access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

- E. Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant and render timely decisions pertaining thereto.
- F. For projects involving construction, attend any pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment inspections.
- G. For projects involving construction, if more than one prime contract is to be awarded for the work designed or specified by Consultant, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime contractors, and define and set forth in writing the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Consultant.
- H. For projects involving construction, if Client designates a Construction Manager or an individual or entity other than, or in addition to, Consultant to represent Client at the site, the Client shall define and set forth in writing the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Consultant and make a part of this Agreement.
- I. Provide information relative to all concealed conditions, subsurface conditions, soil conditions, as-built information, and other site boundary conditions. Consultant shall be entitled to rely upon the accuracy and completeness of such information.

5. General Considerations (for projects involving construction)

- A. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- B. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- C. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Consultant.

6. Fees

- A. The fees set forth in this Agreement are based on the assumption that the work will be completed within the time frame set forth herein. If significant delays to the project occur, which are not due to the negligence of the Consultant, e.g. decisions of the Client, regulatory approvals, deferrals to the next construction season or calendar year, etc., the Consultant reserves the right to negotiate and adjust an appropriate change to the fees.
- B. Consultant may submit invoices monthly for work completed to date. Fixed fees will be submitted on the basis of percent of the Scope of Services completed. Estimated fees will be submitted on the basis of time and expense incurred in accordance with Consultant's fee schedule in effect at the time the costs are incurred.

- C. Invoices are due upon receipt. For invoices not paid after 30 days, interest will accrue at the rate of 1 ½% per month. Payments will be credited first to interest and then to principal. In the event any portion of the account remains unpaid after 90 days after the billing, Consultant may initiate collection action and the Client shall be responsible for all costs of collection, including reasonable attorneys' fees. As a matter of business practice, Consultant would intend to file lien rights against the property if payment is not received before lien rights would expire. Consultant shall have the right to suspend its services without any liability arising out of or related to such suspension in the event invoices are not paid within 30 days of receipt.
- D. When estimates of fees or expenses are quoted, they are simply that, estimates. Actual costs invoiced may be higher or lower due to actual fees or expenses incurred. When fees or expenses are anticipated to be higher or lower than estimated, Consultant shall make every effort to inform you in a timely manner, even prior to incurring the costs, if possible.
- E. Consultant will bill additional services, if requested, in accordance with the fee schedule in effect at the time the work is performed or as otherwise negotiated.

7. Sales Tax for Landscape Design Services

State and local sales tax will be applied to projects for Landscape Design Services, where applicable. The sales tax will be reflected on regular Client invoices. Should sales tax be imposed, they shall be in addition to Consultant's agreed upon compensation.

Those services subject to the sales tax will be identified in the Agreement and on invoices sent to the Client.

Applicable sales tax will not be applied to projects for Landscape Design Services if the Client provides a Tax Exempt Certificate.

8. Dispute Resolution

In the event a dispute shall develop between the Client and the Consultant arising out of or related to this Agreement, the Client and Consultant agree to use the following process to resolve the dispute:

- A. The Client and Consultant agree to first negotiate all disputes between them in good faith for a period of at least 30 days from notice first being served in writing to the Client or Consultant of the dispute.
- B. If the Client and Consultant are unable to resolve the dispute by negotiation as described above, the Client and Consultant agree to submit the dispute to non-binding mediation. Such mediation shall be conducted in accordance with Construction Industry Dispute Resolution procedures of the American Arbitration Association.
- C. If the Client and Consultant are unable to resolve the dispute by negotiation or by mediation, they are free to utilize whatever other legal remedies are available to settle the dispute.

9. Insurance

A. Consultant

Consultant maintains general liability and property insurance; vehicle liability; and workers' compensation coverage meeting state and federal mandates. Consultant also carries professional liability insurance. Certificates of Insurance will be provided upon written request.

B. Client

The Client shall procure and maintain, at its expense, general liability, property insurance and, if appropriate, workers' compensation and builders risk insurance. Client waives all claims against the Consultant arising out of losses or damages to the extent such losses or damages are covered by the foregoing insurance policies maintained by the Client.

C. Contractor

The Consultant shall procure from the Contractor, as directed by the Client and/or as provided in the Scope of Services, Certificates of Insurance for the type and amounts as directed by the Client, and shall require the Contractor to name the Consultant as an additional insured under the Contractor's general and auto liability policies.

10. Limitations of Liability/Indemnity

- A. In recognition of the relative risks, rewards and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total aggregate liability to the Client for any and all injuries, damages, claims, losses or expenses arising out of this Agreement from any cause or causes, shall not exceed the net fee received by Consultant, not including reimbursable subconsultant fees and expenses. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of Agreement or breach of express or implied warranty.
- B. Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers and employees from and against liability for losses, damages and expenses, including reasonable attorneys' fees recoverable under applicable law, to the extent they are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.
- C. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee or any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

11. Use of Documents

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of planning, constructing, occupying or maintaining the project or as otherwise intended. Reuse or modification of any such documents by Client, without Consultant's written permission and professional involvement in the applicable reuse or modification, shall be at Client's sole risk, and Client agrees to waive all claims against and defend, indemnify and hold Consultant harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

12. Survey Stakes for Construction (for projects involving construction)

Stakes placed by Consultant for use by the Contractor shall only be used for the specific purpose indicated. Any use of stakes by the Client for purposes other than indicated and/or communicated by the Consultant, without Consultant's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless for all claims, damages and expense, including attorneys' fees, arising out of such unauthorized use by Client or others acting through Client.

13. Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant except for electronic copies of documents available for printing by Contractors during bidding and/or construction from QuestCDN.com or as specified in this Agreement

for Services or as specifically indicated in writing by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data or graphics, are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of the project.

14. Opinions of Cost

When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.

15. Approvals

Client acknowledges that the approval process necessary to estimate or maintain a project timeline is both unpredictable and outside the Consultant's control. Consultant does not guarantee reviews or approvals by any governing authority or outside agency, nor the ability to achieve or maintain any project timeline.

16. Certifications

Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, quantify, or warrant the existence of conditions that Consultant cannot ascertain.

17. Third Parties

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant. Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claims against Consultant because of this Agreement or Consultant's performance of services hereunder.

18. Consequential Damages Waiver

Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of Agreement and breach of warranty.

19. Standard of Care

The Standard of Care for all professional services performed or furnished by Consultant under this Agreement shall be the skill and care used by members of Consultant's profession practicing under similar circumstances or similar scope of services at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

20. Termination

The obligation to provide further services under this Agreement may be terminated:

A. For Cause

1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party. The failing party shall have the right, within 30 days, to correct or remedy the cited failures.
2. By Consultant
 - a. Upon seven days written notice if Consultant believes that he is being requested by Client to furnish or perform services contrary to Consultant's responsibilities as a licensed professional. Consultant shall have no liability to Client on account of such termination.
 - b. Upon seven days written notice if the Consultant's services for the project are delayed or suspended for more than 90 days for reasons beyond Consultant's control.
 - c. Upon seven days written notice if the Client has failed to pay for previous services rendered and/or if his account is more than 60 days past due.

B. To Discontinue Project

By Client effective upon the receipt of notice by Consultant.

C. Reimbursement for Services

Consultant shall be reimbursed for all services and expenses rightfully incurred prior to termination.

21. Force Majeure

Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence. This shall include mass illness caused by a pandemic and potential government pronouncement of the pandemic.

22. Successors, Assigns and Beneficiaries

- A. Client and Consultant each is hereby bound and the partners, successors, executors, administrators and legal representatives of Client and Consultant are hereby bound to the other party by this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Client nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty of responsibility under this Agreement.

23. Municipal Financial Advisor Services

The Consultant is not registered with the Securities and Exchange Commission as a municipal advisor. Consultant does not perform municipal advisory services (as covered under the Dodd-Frank Wall Street Reform and Consumer Protection Act, signed into law on July 21, 2010, as it relates to financial products and services). In the event Client desires such services, it is the Client's responsibility to retain an independent registered advisor for that purpose.

24. Controlling Laws

This Agreement is to be governed by the laws of the state in which the project is located and in force at the time of completion of deliverables.

Rev. 11/6/18

25. Entire Agreement

These General Terms and Conditions and the accompanying Agreement constitute the full and complete Agreement between Client and Consultant and may be changed, amended, added to, superseded, or waived only if Client and Consultant specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these General Terms and Conditions, the proposal, Agreement, purchase order, requisition, notice to proceed, or like document, these General Term and Conditions shall govern.

DATE: September 3, 2021

TO: Common Council

FROM: Jodie Olson, City Administrator

RE: Connect Communities Renewal Agreement

BACKGROUND: The City of Berlin is part of Connect Communities program through the Wisconsin Economic Development Corporation (WEDC). This has been a benefit to our economic development program by providing resources and educational opportunities for staff and our business community as well. The cost of membership is \$200/yr. I recommend the City of Berlin continue its membership and approve the Agreement.

RECOMMENDATION: Motion to bypass Committee of the Whole Discussion; and 2) Approve the renewal for Connect Communities Agreement #AK6192 between the Wisconsin Economic Development Corporation ("WEDC") and City of Berlin from July 1, 2021-June 30, 2022 and authorize the Mayor to sign.



August 31, 2021

Attn: Lindsey Kemnitz

RE: Connect Communities Agreement #AK6192 between the Wisconsin Economic Development Corporation ("WEDC") and City of Berlin ("Local Organization").

Dear Lindsey Kemnitz:

Congratulations! WEDC has determined that the City of Berlin, your Local Organization, is eligible to participate in the Connect Communities Program from July 1, 2021 to June 30, 2022. By signing and returning this letter agreement to the WEDC and paying the participation fee outlined below, the Local Organization agrees to the following terms.

As a participant in the Connect Communities Program, the Local Organization shall:

- Pay WEDC the annual participation fee of Two Hundred Dollars (\$200);
- Actively participate in the Connect Communities Program, by attending a minimum of Two (2) training opportunities offered by WEDC during the year; and
- Submit an annual performance report as required by WEDC.

WEDC shall provide the following services to the Local Organization:

- Designate staff to liaise with the Local Organization;
- Provide an on-line communication tool for participants in the Connect Communities Program; and
- Plan and implement workshops and training sessions on downtown revitalization topics based on the needs of the Connect Communities and Wisconsin Main Street program participants.

This letter agreement shall be in effect as of WEDC's receipt of the Two Hundred Dollar (\$200) participation fee and this signed letter agreement returned to WEDC by the Local Organization.

Sincerely,

Melissa L. Hughes,
Secretary and CEO

ACKNOWLEDGED & AGREED TO BY:

By: _____ Date: _____
Joel Bruessel,
Mayor

By signing this agreement, the signer attests that he/she is fully authorized to execute and deliver this agreement on behalf of the Local Organization.

DATE: September 3, 2021

TO: Common Council

FROM: Jodie Olson, City Administrator

RE: Nuisance and Clean Up Action Against 356 S. Church Street

BACKGROUND: At the Aug 10, 2021 Council meeting Council discussed waiting until after the Court Order was in place against 356 S. Church Street before determining action on obtaining bids for the cleaning up the property. The signed Order Determining Continued Noncompliance and Authorizing City Cleanup was received from Judge Slate on August 30. Common Council now needs to determine how to proceed regarding bids for clean-up.

I have asked the PD to have a property update available prior to the meeting to verify what clean-up efforts may have been made in the meantime.

RECOMMENDATION: Discuss and action as appropriate.

FILED

08-30-2021

Green Lake County

Clerk of Circuit Court

2021CX000001

DATE SIGNED: August 30, 2021

Electronically signed by Hon. Mark T. State
Circuit Court Judge

STATE OF WISCONSIN

CIRCUIT COURT

GREEN LAKE COUNTY

CITY OF BERLIN,

Plaintiff,

vs.

DONALD H. ABITZ
D/B/A BLACKTOP SEALERS OF WI,

Defendant

Case No.: 2021CX01

Case Code: 30109

Case Classification: Complex Forfeiture

**ORDER DETERMINING CONTINUED NONCOMPLIANCE
AND AUTHORIZING CITY CLEANUP**

Pursuant to the stipulations on the record and the Court's findings and order at the hearing held on June 18, 2021, and upon receipt of the Affidavit of Noncompliance dated August 3, 2021, submitted by the Plaintiff, City of Berlin, IT IS HEREBY ORDERED AS FOLLOWS:

1. As of Saturday, July 24, 2021, which is the date of the last inspection by City of Berlin Patrolman Noah Knetzger, the real estate located at 356 S. Church Street, City of Berlin, Green Lake County, WI 54923 (hereinafter referred to as the "Property") remains in noncompliance with City of Berlin Ordinances as follows:
 - a. Sec. 82-438, Prohibited Uses, which prohibits the use of land in an M-2 medium manufacturing zoning district for a purpose not specifically authorized in sections 82-436 or 82-437. The storage of vehicles or junk, as being done on the

Property, is not a permitted use under 82-436. Storage of wrecked and dismantled vehicles and junk is a listed conditional use under Sec. 82-437, but no conditional use permit for the Property has been issued which would allow such uses.

- b. 46-153 Public Nuisances (Defined in 46-152 and Statement of Purpose in 46-151). The junked vehicles, junked appliances, scrap metal, and rubbish stored on the Property constitute a prohibited public nuisance because they disturb the peaceful enjoyment, affect the health, safety and welfare of residents, and detract or threaten to detract from the property values of residents, prohibit pleasant, comfortable and enjoyable living conditions in the community, substantially annoy, injure and endanger the comfort, health, repose and safety of the public, greatly offend the public morals and decency, annoy, intimidate, threaten and disturb another in or about any public street, sidewalk, public and private areas, and are offensive to the public morals and decency of the citizens of the City of Berlin.
 - c. 46-154(3), Breeding places for vermin and 46-154(10), Accumulation of refuse. The Property constitutes a public nuisance because the stored items on the Property create conditions in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed.
 - d. 46-155(4), Continuous violation of City of Berlin Ordinances. The Property is a public nuisance because City Ordinances relating to public health, safety, peace, morals and welfare have been openly, continuously, repeatedly and intentionally violated at the Property.
 - e. 70-312 Storage Restricted, which prohibits the storage of inoperable and unregistered motor vehicles, as being done on the Property, unenclosed, outside a building for a period exceeding ten (10) days unless such storage is in connection with an authorized business enterprise located in a properly zoned area maintained in such a manner so as not to constitute a public nuisance.
2. The Plaintiff, City of Berlin, is hereby authorized to take action to clean up the Property and bring it into compliance by removing and disposing all noncompliant vehicles and all other noncompliant personal property outside of enclosed structures on the Property. The City may impose the costs of such clean up as a special charge against the property pursuant to Wis. Stat. §66.0627, in addition to any monetary judgment later entered by the court in this case as described below, but if either the special charge or such future judgment is paid, credit for such payment shall be made to the other so that the City cannot receive double payment for the same charge. The City shall have full discretion to dispose of the items in its discretion and shall have no obligation to hold any such items removed from the Property for any period of time on behalf of the Defendant, and shall not have any responsibility to account to the Defendant for the disposal of any items except for the vehicles; whereby the City shall account for compensation received for vehicles (such as salvage value) and any such

compensation received for such vehicles, if any, must be accounted for and applied toward the judgment entered herein or otherwise offset against the costs of the clean-up action by the City (thus reducing the special charge against the Property).

3. Further, once cleanup of the Property is completed and the Property is compliant with City of Berlin ordinances, the City may submit to the court a request and proposed order for the court to execute for the issuance of a monetary judgment, to include the City's costs from the cleanup authorized above, together with forfeitures against the Defendant for each day of continuing violation of said ordinances through the day of full compliance, plus the amount of all reasonable attorney fees incurred by the City, which order shall be subjected to review by the Defendant's attorney for a period of eighteen (18) business days, and if no objection, such order may be executed and entered by the court. If there is any objection to such order, a hearing shall be set accordingly.

DATE: September 3, 2021

TO: Common Council

FROM: Jodie Olson, City Administrator

RE: Property Issues at 115 W. Ceresco Street

BACKGROUND: As per the attached property inspection report from the Building Inspector, the property at 115 W. Ceresco Street is in disrepair and is recommended for a raze or repair order. The owner was given 30 days to make repairs or secure permits and has not done so. Council needs to determine if a raze or repair order should be issued.

RECOMMENDATION: Discuss and action as appropriate.



City of Berlin, Wisconsin

108 N Capron St., Berlin, WI 54923

Planning and Development Office

Building Inspection

Ph: 920-361-5156

Fax: 920-361-5405

www.cityofberlin.net

Re: Building Assessment: 07/26/2021

08/30/2021

The owner has neglected to contact me regarding the property and has made no effort to secure permits or make repairs.

Location: 115 W Ceresco Street
Berlin, WI. 54923
Parcel: 206-00226-0000

Owner: Randall J Franisco
115 W Ceresco Street
Berlin, WI. 54923

The property located at 115 W Cresco Street appeared occupied at time of inspection, access was not gained and an exterior inspection was completed. The property's water service has been shut off according to the City of Berlin Water & Sewer Department in April of 2021.

The following conditions were noted from the exterior of the home:

- Severe rot and deterioration on all aspects of the homes exterior and enterances.
- Junk and debri placed throughout the property and yard must be removed.

In conclusion and without an interior inspection this property has an improvement value of \$14,000 per the 2021 Green Lake County Tax Assessment Data and in my opinion the exterior conditions cannot be adequately repaired for \$7,000 which is fifty percent (50%) of its improved value and thus recommend a Raze Order be issued.

The house is unable to be occupied due to the water being shut off. If the property is not brought into compliance with the City of Berlin ordinances within 30 days a raze or repair order will be issued on the property.

Respectfully,

Randal E Backhaus

Randal E. Backhaus