

AGENDA
COMMON COUNCIL MEETING
TUESDAY, MARCH 8, 2022 7:00 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE
<https://us02web.zoom.us/j/85905140084>
Meeting ID: 859 0514 0084 Passcode: 123456
1 312 626 6799 US TOLL-FREE

1. Call to order/Roll Call
2. Seat Virtual Attendees (if necessary)
3. General Public Comments. Registration card required (located at podium in Council Chamber).

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

4. Waive the reading of ordinances and resolutions. RECOMMENDATION: Waive the reading of all ordinances and resolutions adopted at this meeting.
5. Written reports from the City Clerk, Treasurer, and Building Inspector. RECOMMENDATION: Receive and place on file the written reports from the City Clerk, Treasurer, and Building Inspector.
6. Minutes from the February 8th Common Council Meeting. RECOMMENDATION: Approve the minutes.
7. Bills List. RECOMMENDATION: Approve the list of bills for payment.

END OF CONSENT AGENDA

8. Fair Housing Month Proclamation. RECOMMENDATION: Reading of the Mayoral Proclamation For March as Fair Housing Month.
9. Raze or Repair Order for 218 S. Grove Street. RECOMMENDATION: Listen to presentation with discussion and action as appropriate.
10. Polymer Overlay of the Three (3) Bridges Bid. RECOMMENDATION: Accept a bid for the Polymer Overlay of the Three Bridges.
11. Patrol Truck/Snow Plow Bid. RECOMMENDATION: Accept a bid for the Patrol Truck/Snow Plow.
12. Second Amended SAG Agreement with WEDC for Safeguard Property. RECOMMENDATION: Listen to Staff Presentation with Discussion and Action as Appropriate.
13. Election Security Grant. RECOMMENDATION: Listen to Staff Presentation.

14. 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.)
15. New Business (To be used to request items of new business be put on a future agenda)
16. Public Appearances.
17. Motion to convene into closed session pursuant to WI §19.85(1)(e) to deliberate or negotiate the purchase of public property, investment of public funds or conduct other specified public business, whenever competitive or bargaining reasons require a closed session. ((1) 107 W Huron St and (2) City Attorney Contract).
18. Reconvene into open session and take appropriate action as a result of closed session discussion.
19. Adjourn.

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

[illegible]

CITY TREASURER REPORT										#REF!	#REF!
PERIOD ENDING 02/28/2022											
FUNDS	BEGINNING BALANCE	ADJ VOIDS	RECEIPTS	DISBURSEMENTS	OUTSTANDING CHECKS	BANK BALANCE	INVESTMENTS	TOTAL W/ INVESTMENTS			
GENERAL CITY	\$ 3,015,786.22	\$ (10,840.60)	\$ 1,509,027.35	\$ (2,693,497.51)	\$ 15,896.79	\$ 1,896,372.25	\$ 3,100,000.00	\$ 4,996,372.25		FNB100028	
TAX COLLECTION ACCOUNT	\$ 1,183,418.89		\$ 230,029.00	\$ (1,413,352.81)	\$ 216.49	\$ 311.57	\$ -	\$ 311.57		FNB131924	
CAPITAL PROJECT BORROWING	\$ 244,723.70		\$ -	\$ -	\$ -	\$ 244,723.70	\$ -	\$ 244,723.70		*2913	
EMS ACCOUNT	\$ 111,845.34		\$ 49,849.26	\$ (35.00)		\$ 161,659.60	\$ -	\$ 161,659.60			
WATER & SEWER CHECKING	\$ 1,371,943.83		\$ 187,836.33	\$ (119,848.01)	\$ 17,855.97	\$ 1,457,788.12		\$ 1,457,788.12			
SEWER EQUIP REPLACEMENT FUND	\$ 154,759.50		\$ -	\$ -	\$ -	\$ 154,777.41	\$ 1,255,000.00	\$ 1,409,777.41	61-11362		
WATER UTILITY							\$ 3,115,438.44	\$ 3,115,438.44	62-11366		
SEWER UTILITY							\$ 1,171,968.19	\$ 1,171,968.19	81-11361		
TOTAL OF ALL FUNDS	\$ 6,082,477.58	\$ (10,840.60)	\$ 1,976,799.75	\$ (4,166,733.33)	\$ 33,969.25	\$ 3,915,632.65	\$ 8,642,406.63	\$ 12,558,039.28			
SUBMITTED BY: SUSAN THOM, DEPUTY CLERK/TREASURER											
								</			

CITY OF BERLIN BUILDING REPORT February 2022

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	0	0.00	0.00	0	0.00	0.00	1	315,000.00	836.54
Multi-Family Residence				0		0.00	0	0.00	0.00
Residential Alteration	1	20,000.00	100.00	5	79,642.00	515.00	6	114,685.00	543.88
Residential Addition	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
Residential Garage				0	0.00	0.00	0	0.00	0.00
Residential Garage Alteration				0	0.00	0.00	0	0.00	0.00
Commercial Building				0	0.00	0.00	0	0.00	0.00
Commercial Alteration				0	0.00	0.00	4	637,191.00	3,917.05
Commercial Addition				0	0.00	0.00	0	0.00	0.00
Signs	1	10,000.00	98.00	1	10,000.00	98.00	4	43,150.00	762.03
Miscellaneous	0	0.00	0.00	2	0.00	60.00	1	0.00	100.00
Demolition				0	0.00	0.00	1	4,382.00	75.00
Hospital				0	0.00	0.00	0	0.00	0.00
Church				0	0.00	0.00	0	0.00	0.00
School				0	0.00	0.00	0	0.00	0.00
Driveways	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00
Trailer Homes				0	0.00	0.00	0	0.00	0.00
Total Building Permits	2	30,000.00	198.00	8	89,642.00	673.00	17	1,114,408.00	6,234.50
Commercial Plan Approval									
Plumbing Permits	1	2,400.00	30.00	4	9,543.00	185.00	5	81,817.00	606.84
Electrical Permits	1	800.00	50.00	4	21,052.00	201.91	6	105,804.00	1,066.33
Heating Permits	1	4,000.00	50.00	2	133,500.00	960.00	6	35,212.00	468.97
				0	0.00	0.00	0	0.00	0.00
Total Permit Fees	5	37,200.00	328.00	18	253,737.00	2,019.91	34	1,337,241.00	8,376.64

February 28, 2022 Month-End Balance to Bank Statement									
	General City	Capital Project Bonding	EMS Account	Utility	Tax	ERF	SEWER B&I		
CIV's Beginning Balance	3,015,766.22	-	111,845.34	1,371,943.83	1,183,418.89	154,759.60	-		
Deposits	1,509,027.35	-	49,849.26	187,836.33	230,029.00	17.81	-		
Deposit in Transit	-	-	-	-	-	-	-		
Payroll	(143,686.80)	-	-	(23,894.57)	-	-	0.00		
A/P Payables	(2,301,688.32)	-	-	(76,111.44)	-	-	-		
Other Payments	(188,122.39)	0.00	(35.00)	(19,842.00)	(1,413,352.81)	-	0.00		
TOTAL PAYMENTS	(2,633,497.51)	0.00	(35.00)	(119,048.01)	(1,413,352.81)	-	0.00		
Outstanding Checks:									
UT Payroll due to GC fund	(11,320.60)	-	-	11,320.60	-	-	-		
Voided Check	480.00	-	-	-	-	-	-		
Payroll	2,208.24	-	-	-	-	-	-		
A/P	13,688.65	-	-	6,535.37	218.49	-	0.00		
TOTAL OUTSTANDING CHECKS	15,896.79	-	-	17,855.97	218.49	-	0.00		
Balance	1,896,372.25	-	161,659.60	1,457,788.12	311.57	154,777.41	-		
Ending Bank Balance	1,896,372.25	-	161,659.60	1,457,788.12	311.57	154,777.41	-		
	-	-	-	-	(0.00)	-	-		
2021 MSP PROGRAM	1,883.87	-	-	-	-	-	-		
STREET AID	-	-	-	-	-	-	-		
TRANSPORTATION CONNECT AID	-	-	-	-	-	-	-		
TRANSFER BTWN ACCT	-	-	-	-	-	-	-		
Fund transfer	1,413,352.81	-	-	-	-	-	-		
EZ DEPOSIT/TRIP DEPOSIT	-	-	-	-	-	-	-		
Refund service charge	-	-	-	-	-	-	-		
Monthly City Deposits	75,948.81	-	-	136,971.86	229,941.34	-	-		
Robert Baird wire transfer	-	-	-	-	-	-	-		
Merchant Banked Dep	560.00	-	24,248.24	26,405.11	1,087.66	-	-		
Customer ACH pmis	-	-	-	24,297.03	-	-	-		
Point & Pay	-	-	-	-	-	-	-		
Merchant Banked Police	-	-	-	-	-	-	-		
NGS/ACH CLAIM PAYMENTS	16,877.87	-	25,601.02	-	-	-	-		
NGS/ACH CLAIM PAYMENTS	-	-	-	-	-	-	-		
Tir Between Accounts	4.00	-	-	-	-	-	-		
Accrued Checking Acct. Interest	380.19	-	-	162.33	-	17.81	0.00		
Payments:	1,509,027.35	-	49,849.26	187,836.33	230,029.00	17.81	-		
Federal Payroll Tax Payments(RS)	59,688.60	-	-	-	-	-	-		
WI Payroll Tax Payments	10,786.32	-	-	-	-	-	-		
Northshore	720.00	-	-	-	-	-	-		
Great West/Wells Fargo	5,586.62	-	-	-	-	-	-		
WI TAX PAYMENT	-	-	-	-	-	-	-		
Reimburse UT Payroll to GC Fund	-	-	-	-	-	-	-		
State of Wisconsin RLF	-	-	-	-	-	-	-		
Farmers and Merchant WRS	33,637.05	-	-	-	-	-	-		
Service Charge-stop payment	-	-	-	-	-	-	-		
Direct Deposit Service Fee (ACH)	10.00	-	35.00	109.95	-	-	-		
Retainer	5,278.92	-	-	-	-	-	-		
Health Premium	38,289.47	-	-	-	-	-	-		
Returned checks	-	-	-	-	-	-	-		
WRS Employee Trust Fund	-	-	-	-	-	-	-		
Fund Tir	-	-	-	-	-	-	-		
Credit Card Payment-Elan US Bank	7,449.95	-	-	4.00	1,413,352.81	-	-		
EMC INSURANCE CO INSURANCE	-	-	-	874.93	-	-	-		
State of WI Business reg	-	-	-	-	-	-	-		
Positive Pay	30.00	-	-	-	-	-	-		
Health Savings Acct EMPLOYER	2,843.75	-	-	375.00	-	-	-		
Health Savings Acct EMPLOYEE	5,149.50	-	-	-	-	-	-		
Alliant-Credit Card Payment	17,971.32	-	-	17,978.12	-	-	-		
US Cellular	762.98	-	-	-	-	-	-		
Fleetcor - Condon	-	-	35.00	19,842.00	1,413,352.81	-	-		
	188,122.39	-	-	-	-	-	-		

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FEBRUARY 28 2022

Name	Check Date	Check Amt	
11100 Cash in Bank m FNB			
66817 BAYCOM INC	2/7/2022	\$1,386.00	DOCKING STATIONS FOR SQUAD CAR TOU
66818 BELCO VEHICLE SOLUTIONS, LL	2/7/2022	\$1,013.98	HEADREST PRINTERS/ADAPTER AND PRIN
66819 CORPORATE NTWRK SOLUTION	2/7/2022	\$4,333.32	2 PANASONIC TOUGHBOOKS FOR BERLIN
66820 MIDWEST TAPE	2/7/2022	\$415.02	DIGITAL MEDIA AT BPL
66821 STREICHER'S	2/7/2022	\$4,840.90	5 RIFLES FOR BPD
66822 UBS FINANCIAL SERVICES INC	2/7/2022	\$480.00	REMAKE CHECK SENT ORIGINALLY DATED
66823 ACTION APPRAISERS & CONSU	2/7/2022	\$6,650.00	2022 MAINTENANCE ASSESSMENT SERVIC
66824 ALCIVIA	2/7/2022	\$3,600.28	FUEL FOR DPW
66825 AMAZON CAPITAL SERVICES, IN	2/7/2022	\$2,906.49	JACKET FOR EMS
66826 BAYCOM INC	2/7/2022	\$128.85	3 STANDARD CHARGER KIT
66827 BERLIN JOURNAL NEWSPAPER	2/7/2022	\$670.00	MODERNIZE ELEVATOR AD
66828 BIGNELL'S POWERSPORTS	2/7/2022	\$92.16	PARTS FOR DPW
66829 CCP INDUSTRIES INC.	2/7/2022	\$318.08	SUPPLIES FOR DPW
66830 CHARTER COMMUNICATION	2/7/2022	\$425.60	2022 - FEBRUARY - INTERNET SERVICE AT
66831 CONVERGENT SOLUTIONS, INC	2/7/2022	\$106.70	SECURED CLOUD BACK UP OF PHONE DA
66832 CVIKOTA COMPANY INC	2/7/2022	\$4,364.40	2022 - JANUARY - RECEIPTS
66833 GFL SOLID WASTE MIDWEST LL	2/7/2022	\$499.60	2022 - JANUARY TRASH AND GARBAGE AT
66834 HEALTHSCOPE BENEFITS	2/7/2022	\$565.20	PATIENT: ANN HEITMANN DUP. PMT MADE
66835 HUMPHREY SERVICE PARTS, IN	2/7/2022	\$24.41	AIR FILTER FOR DPW
66836 MERRYFIELD, TOM	2/7/2022	\$4,632.00	2022 - RESIDENTIAL HOUSING INCENTIVE
66837 MYREC.COM	2/7/2022	\$2,595.00	RECREATION SOFTWARE FOR BERLIN PA
66838 OSHKOSH OFFICE SYSTEMS	2/7/2022	\$530.85	2022 - JANUARY - COPIER 6111 MONTHLY
66839 RUNNING INC. TRANSIT SERVIC	2/7/2022	\$19,805.83	2022 - JANUARY SHARED RIDE TAXI
66840 SECURIAN FINANCIAL GROUP	2/7/2022	\$835.68	2022 - FEBRUARY - LIFE INSURANCE BENE
66841 SONDALLE FORD LINCOLN MER	2/7/2022	\$103.04	AMBULANCE UNIT 79 OIL AND MAINTENAN
66842 STRYKER SALES CORP	2/7/2022	\$606.25	AMBULANCE COT UPGRADE
66843 TASC	2/7/2022	\$64.00	24 COVERED LIVES - COBRA
66844 THEDACARE AT WORK	2/7/2022	\$41.00	NON DOT DRUG SCREEN COLLECTION
66845 WAUSHARA CO TREASURER	2/7/2022	\$30.00	2022 - WAUSHARA CO - DOG LICENSE FEE
66846 WENDT, ALLISON	2/7/2022	\$519.00	REIMBURSEMENT FOR 2022 POOL CERTIFI
66847 WURTZ LAW OFFICE	2/7/2022	\$450.00	12.13.21-01.17.22 SPECIAL PROSECUTOR A
66848 ZOLL MEDICAL CORP	2/7/2022	\$1,818.75	AUTOPULSE BANDS FOR EMS
66849 BERLIN CONSERVATION CLUB	2/8/2022	\$620.00	2022 - BERLIN CONSERVATION CLUB LEAS
66850 DEER CREEK TECHNOLOGIES	2/8/2022	\$297.00	2022 DOCUMENT MANAGEMENT 13 USERS
66851 SONDALLE FORD LINCOLN MER	2/8/2022	\$227.29	2017 FORD - 3000 MILE MAINTENANCE
66852 THEDACARE LABORATORIES	2/8/2022	\$85.00	LEGAL BLOOD DRAWS PATIENTS 62219,62
66853 BERLIN JOURNAL NEWSPAPER	2/8/2022	\$344.13	2021 - 12/14 COUNCIL MEETING MINUTES P
66854 KUNKEL ENGINEERING GROUP	2/8/2022	\$455.00	JOB#KU20.1061.00 2021 STREET & UTILITY
66855 CENTURYLINK	2/8/2022	\$48.88	2022 - FEBRUARY - LONG DISTANCE PHON
66856 EMC INSURANCE COMPANIES	2/8/2022	\$17,786.56	2022 - FEBRUARY - LIABILITY INSURANCE
66857 PENFLEX ACTUARIAL SERVICES	2/8/2022	\$480.00	REMAKE CHECK ORIGINALLY DATED 01/06/
66858 WASTE MANAGEMENT	2/8/2022	\$25,363.80	2022 - JANUARY - RESIDENTIAL GARBAGE
66859 BECK, KAREN	2/15/2022	\$100.00	REFUND SHELTER HOUSE DEPOSIT FOR R
66860 KWIDZINSKI, HARRY	2/15/2022	\$100.00	Refund of Deposit for event at Riverside Park
66861 OSHKOSH OFFICE SYSTEMS	2/15/2022	\$863.60	2021 - DECEMBER - COPIER 6111 COPIES
66862 ALL FLAGS, LLC	2/15/2022	\$790.55	OUTDOOR NYLON FLAGS FOR DPW
66863 APPLETON FINANCE DEPARTME	2/15/2022	\$483.25	2022 - FEBRUARY - WEIGHTS AND MEASU
66864 BERLIN JOURNAL NEWSPAPER	2/15/2022	\$2,260.00	1/4 PG AD FUN ON FOX - CAMPGROUND
66865 BERLIN OIL PRODUCTS	2/15/2022	\$17.00	FUEL - HENRICKSEN FOR DPW
66866 BERLIN WATER & SEWER UTILI	2/15/2022	\$22,113.01	2022 - JANUARY - WATER & SEWER SERVI
66867 CONVERGENT SOLUTIONS, INC	2/15/2022	\$267.95	2.0 HR LABOR REMOTE TO UPDATE PHON
66868 CULLIGAN WATER	2/15/2022	\$30.50	50# SOLAR SALT DELIVERY FOR SENIOR C
66869 ED'S TRACTOR REPAIR, LLC	2/15/2022	\$93.00	PARTS AND FITTINGS FOR DPW
66870 KUNKEL ENGINEERING GROUP	2/15/2022	\$752.25	JOB KU17.1019.00 DECEMBER BUILDING IN

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	Name	Check Date	Check Amt	
66871	MGD INDUSTRIAL CORP	2/15/2022	\$195.92	PARTS FOR DPW
66872	NEUMAN, KAREN	2/15/2022	\$167.34	DELTA DENTAL REIMBURSEMENT
66873	PLANTZ, DENNIS W	2/15/2022	\$242.06	2022 - FEBRUARY - REIMBURSE HEALTH IN
66874	SYN-TECH SYSTEMS, INC	2/15/2022	\$42.00	GAS PUMP SOFTWARE UPGRADE
66875	THEDACARE AT WORK	2/15/2022	\$41.00	DROVER DOT DRUG SCREEN
66876	VIKING ELECTRIC SUPPLY	2/15/2022	\$441.26	LIGHT BULBS FOR DPW
66877	WAUSHARA CO TREASURER	2/15/2022	\$19,907.89	2021 - FEBRUARY TAX SETTLEMENT
66878	BERLIN AREA SCHOOL DISTRICT	2/17/2022	\$1,157,064.41	2021 FEBRUARY TAX SETTLEMENT
66879	GREEN LAKE COUNTY TREASURER	2/17/2022	\$854,757.50	2021 FEBRUARY TAX SETTLEMENT
66880	MORAINES PARK TECHNICAL CO	2/17/2022	\$69,012.87	2021 - FEBRUARY - TAX SETTLEMENT
66881	AMERICAN AIRWORKS	2/17/2022	\$831.00	POPCAN STATION FOR BERLIN EMS
66882	BERLIN JOURNAL NEWSPAPER	2/17/2022	\$214.50	7"AD - HEARING 246 E PARK AVE
66883	CDW GOVERNMENT, INC	2/17/2022	\$826.40	HARMAN TOUCHSCREEN PEPR CTRLR WA
66884	CORPORATE NETWORK SOLUTION	2/17/2022	\$4,500.00	UPGRADE TO 2019 MICROSOFT
66885	DTN, LLC	2/17/2022	\$522.00	2022 - FEBRUARY - RADAR CONTROL
66886	GREGOR, TOM	2/17/2022	\$5,000.00	BUILDING INCENTIVE FOR 574 OAK STREET
66887	RUTKOWSKI, SARA	2/17/2022	\$88.92	MILEAGE TO/FROM WEDC DEV CONFERENCE
66888	SUN LIFE FINANCIAL	2/17/2022	\$196.21	2022 - MARCH - LIFE INSURANCE BENEFIT
66889	VIERBICHER ASSOCIATES	2/17/2022	\$1,100.00	COB ECONOMIC DEV PLAN AND GRANT AD
66890	BAKER & TAYLOR	2/17/2022	\$2,016.97	6 UNITS FOR CUSTOMERS
66891	CINTAS	2/17/2022	\$102.70	JANITORIAL SUPPLIES FOR BERLIN LIBRARY
66892	J. F. AHERN COMPANY	2/17/2022	\$110.55	FIRE EQUIPMENT INSPECTION AT BERLIN
66893	LISA OBRIST	2/17/2022	\$581.25	2022 - JANUARY - LIBRARY CLEANING
66894	MIDWEST TAPE	2/17/2022	\$459.25	2022 - JANUARY - DIGITAL MEDIA
66895	OSHKOSH OFFICE SYSTEMS	2/17/2022	\$66.70	2022 - JANUARY - COPIER USE - BERLIN PUBLIC
66896	SUPERIOR CHEMICAL CORP	2/17/2022	\$89.68	2022 - CHEMICALS FOR BPL
66897	WINNEFOX LIBRARY SERVICES	2/17/2022	\$27,981.00	2022 WALS FEE
66898	WINNEFOX LIBRARY SYSTEM	2/17/2022	\$5,531.59	2022 ANNUAL DUES FOR AUDIO BOOK CIRCULATION
66901	AUTOMATIC ENTRANCES OF WISCONSIN	2/21/2022	\$246.00	onsite labor, decals and batteries
66902	BERLIN JOURNAL NEWSPAPER	2/21/2022	\$214.50	HEARING FOR WALKER'S 114 N WISCONSIN
66903	CenturyLink	2/21/2022	\$1,951.63	2022 - FEBRUARY - PHONE EXPENSE AT CITY
66904	GREEN LAKE COUNTY TREASURER	2/21/2022	\$577.77	REIMBURSEMENT OF RICHARD & JULIE GR
66905	HAWKINS /ASH CPAs	2/21/2022	\$2,560.00	PROGRESS BILL FOR AUDIT ENDING 12/31/
66906	OSHKOSH OFFICE SYSTEMS	2/21/2022	\$132.72	2021 - NOVEMBER - COPIER 6111 FEES
66907	WISCONSIN PROFESSIONAL POLICE	2/21/2022	\$340.00	2022 - FEBRUARY - POLICE UNION DUES
66908	ASCAP	2/25/2022	\$12.52	2022 LICENSE FEE ADJUSTMENT
66909	BERLIN JOURNAL NEWSPAPER	2/25/2022	\$713.13	MARCH 8 PUBLIC MEETING
66910	CHRISTENSEN, DOUGLAS A	2/25/2022	\$395.21	2022 - MARCH - CITY PORTION HEALTH REI
66911	CONCENTRA MED COMPLIANCE	2/25/2022	\$185.00	2022 - 2023 ANNUAL ADMIN FEE
66912	ITU ABSORBTECH, INC.	2/25/2022	\$90.30	2022 - FEBRUARY - UNIFORM SERVICE AT
66913	JANET BROESCH DESIGN	2/25/2022	\$375.00	DESIGN NEW LOGO FOR BERLIN SENIOR
66914	KRAUSE, CHAD R	2/25/2022	\$4.71	REIMBURSEMENT FOR WINDSHIELD FLUID
66915	THATCHER POOLS & SPAS	2/25/2022	\$3,273.20	50% DIVING BOARD FOR POOL
66916	vonBRIESEN & ROPER, s.c.	2/25/2022	\$94.50	2022 POLICE NEGOTIATIONS SVCS THRU 0
	Total Checks		\$2,301,688.32	

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FEBRUARY 28 2022

Name	Check Date	Check Amt	
11161 UTILITY CASH - FNB			
15987 BERLIN CITY TREASURER	2/3/2022	\$610.74	CENTURYLINK BILL FOR JANUARY 2022
15988 CRANE ENGINEERING SALES IN	2/3/2022	\$1,856.11	4"FLG PLUG VALVE
15989 ELECTRIC MOTOR SERVICE	2/3/2022	\$564.35	BALL BEARINGS/SANDBLAST/CLEAN & TES
15990 FASTENAL COMPANY	2/3/2022	\$137.08	HCS7/HCS3/FHN Z'S
15991 FERGUSON WATER WORKS #14	2/3/2022	\$2,015.00	2" MEASURING CHAMBER DISK/HIGH FLOW
15992 GFL SOLID WASTE MIDWEST LL	2/3/2022	\$261.40	TRASH & RECYCLING SERVICE FOR FEB 2
15993 JON LUNDT ELECTRIC, INC	2/3/2022	\$1,367.07	REPLACEMENT LAMPS 850 LED
15994 MID-AMERICAN RESEARCH CHE	2/3/2022	\$193.08	BLACK ICE DEODORIZER-METERED
15995 NORTH CENTRAL LABORATORI	2/3/2022	\$97.72	SODIUM HYDROXIDE/PIPET TIPS/BOD NUT
15996 RIDGE STONE PRODUCTS, INC	2/3/2022	\$60.68	3/4" CLEAR LIMESTONE
15997 U S CELLULAR	2/3/2022	\$168.77	MONTHLY CHARGES 01/16/22-02/15/22
15998 U S POST OFFICE - POSTMASTE	2/3/2022	\$649.84	MONTHLY BILLS FOR FEBRUARY
15999 KUNKEL ENGINEERING GROUP	2/9/2022	\$962.50	2021 STREET & UTILITY IMPROVEMENTS
16000 BERLIN CITY TREASURER	2/10/2022	\$623.83	UTILITY GAS & DIESEL FOR JANUARY
16001 CINTAS	2/10/2022	\$268.52	MOP FRAME/MOP/MOP HANDLES/MATS
16002 DIGGERS HOTLINE	2/10/2022	\$398.40	1ST PREPAYMENT 2022
16003 JON LUNDT ELECTRIC, INC	2/10/2022	\$351.20	WATER TOWER - HEATER
16004 MARTELLE WATER TREATMENT	2/10/2022	\$5,752.80	LIQUID ALUMINUM SULFATE
16005 SPEEDY CLEAN DRAIN & SEWE	2/10/2022	\$530.00	WASHINGTON ST - LAUNCH/LOCATE LATE
16006 WALTCO INC	2/10/2022	\$765.41	SAMPLE PICK UPS
16007 WISCONSIN RURAL WATER ASS	2/10/2022	\$500.00	GROUNDWATER, WELLS & PUMPS- CHAND
16008 DECKER, GORDON	2/16/2022	\$39.96	Utility Billing Credit Refund - 781 Seward St
16009 FOX RIVER PROPERTY MANAGE	2/16/2022	\$20.00	Utility Billing Credit Refund - 176 Frontier St
16010 LAWLER, KIMBERLY	2/16/2022	\$20.00	Utility Billing Credit Refund - 176 Frontier St
16011 BERLIN CITY TREASURER	2/17/2022	\$25,999.57	FEBRUARY 2022 PAYROLLS
16012 CENTURYLINK	2/17/2022	\$56.81	
16013 CRANE ENGINEERING SALES IN	2/17/2022	\$12,627.82	REPAIR GARDNER DENVER NASHY COMP
16014 JOHN KRINGS & SONS WELDIN	2/17/2022	\$1,634.98	STAINLESS STEEL PUMP BASE
16015 SOBIESKI, RICHARD L	2/17/2022	\$21.82	BOOSTER CABLES
16016 SPEEDY CLEAN DRAIN & SEWE	2/17/2022	\$8,550.00	S ADAMS AVE/FRANKLIN ST/JACKSON ST
16017 THEDACARE AT WORK	2/17/2022	\$123.00	CASSIDY/MARKOWSKI/SOBIESKI-DRUG SC
16018 WSI WATER	2/17/2022	\$1,686.81	POLYCLEAR
16020 BADGER LABORATORIES INC	2/21/2022	\$1,717.20	BOD/SS/PHOSPHORUS/AMMONIA/NITROGE
16021 BERLIN CITY TREASURER	2/21/2022	\$565.09	FEBRUARY 2022 CENTURYLINK BILL
16022 CRANE ENGINEERING SALES IN	2/21/2022	\$198.01	1/2" AIR RELEASE VALVE
16023 FERGUSON WATER WORKS #14	2/21/2022	\$855.00	REPAIR FEE
16024 INTERSTATE BATTERY	2/21/2022	\$241.90	31-MHD
16025 MACQUEEN EQUIPMENT	2/21/2022	\$49.02	EXPANSION PLUG
16026 NORTH CENTRAL LABORATORI	2/21/2022	\$368.08	PHOSPHORUS TEST TUBE/PIPET TIPS/BUF
16027 SJE INC	2/21/2022	\$804.72	ELECTRICAL SERVICE LABOR/MILEAGE
16028 VILLAGE OF ASHWAUBENON	2/21/2022	\$40.00	QUARTERLY MEETING-SOBIESKI/MARKOW
16029 BADGER LABORATORIES INC	2/24/2022	\$67.20	TOTAL COLIFORM BACTERIA
16030 RWI PIPE FABRICATORS, INC	2/24/2022	\$359.95	4' X 3/4" FILLER FLANGES
16031 SUPERHEAT AND COOLING	2/24/2022	\$1,625.00	STERLING HANGING UNIT HEATER
16032 WI DEPT OF NATURAL RESOUR	2/24/2022	\$45.00	RE-CERTIFICATION - JOE MARKOWSKI
16033 WISCONSIN RURAL WATER ASS	2/24/2022	\$260.00	34RD ANNUAL TECHNICAL CONFERENCE
Total Checks		\$76,111.44	

CITY OF BERLIN

PAYROLL FOR FEBRUARY - 2022	
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PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	AMBULANCE	UTILITY
2/4/2022	3	General City	48,486.06		
2/4/2022	3	Ambulance		20156.78	
2/4/2022	3	Utility			11,320.60
2/4/2022	3	Bowen		434.06	
2/18/2022	3	General City	54,559.37		
2/18/2022	3	Ambulance		20050.53	
2/18/2022	3	Utility			12,573.97
		TOTAL MONTHLY PAYROLL	\$103,045.43	\$40,641.37	\$23,894.57

FAIR HOUSING MONTH PROCLAMATION

WHEREAS, The City of Berlin recognizes the passage of the Federal Fair Housing Act; Title VIII of the Civil Rights Act of 1968, as amended; and

WHEREAS, this law guarantees that housing throughout the United States should be made available to all citizens without regard to race, color, religion, sex, family status, disability or national origin; and

WHEREAS, equality of opportunity for all is a fundamental policy of this nation, state and city, and

WHEREAS, barriers which diminish the rights and limit the options of any citizen will ultimately diminish the right of all citizens;

WHEREAS, the cooperation, commitment, and support of all the residents of the City of Berlin is necessary to removing barriers to the enjoyment of living where one choose within one's means.

NOW THEREFORE, I Joel Brussel, Mayor of City of Berlin do hereby Proclaim the month of March 2022 as

FAIR HOUSING MONTH

And request and encourage every citizen and business of our community to support and endorse Fair Housing; to reaffirm their commitment to Fair Housing for all, and wholeheartedly recognize these rights and responsibilities throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Berlin to be affixed on the Eighth of March, Two Thousand and twenty-two.

Joel Brussel, Mayor



City of Berlin - Department of Planning and Development
108 North Capron St • P.O. Box 272 • Berlin, Wisconsin 54923-0272
(920) 361-5400 • Fax: (920) 361-5454

MEMO

TO: Common Council

FROM: Timothy Ludolph, Planning & Development Director

RE: 218 S Grove St. Raze or Repair Order

Date: March 8th 2022

Background:

In August of 2020, the Common Council approved the raze or repair order for 218 S. Grove Street. At the January Council meeting an extension was granted for six months as building permits were issued for the garage addition and remodel. The new garage has since been built and the roof has been replaced on the existing structure. The property owner also worked on demolition of the interior during the winter months. The next steps were to pour the concrete garage floor and wrap up the exterior upgrades that are needed. In July of 2021, Council agreed to an additional six month extension with an update to be provided.

Discussion:

In those six months, the following work has been completed:

- Electrical Service has been restored and re-wiring is completed pending connection of final appliances.
- The back porch, garage, and other areas absent of the front driveway have all been poured and hold stably.
- The roof has been completed from the rafter structure through the shingles.
- Doors and windows have almost universally been replaced on the outside.
- The materials have been ordered for the finishing of the flooring and the contractor has discussed at length with the Building Inspector about what is expected for occupancy.

Recommendation:

The property has work required before it will be ready for occupancy. The necessary time requested by the contractor has been about three months to get the exterior finished. Once this extension is over discussion can take place assessing what remains.

DATE: 3/2/2022

TO: Mayor and City Council Members

FROM: Scott Zabel

RE: POLYMER OVERLAY OF 3 BRIDGES

BACKGROUND: The City Of Berlin received sealed bids on 2/25/2022 for the polymer overlay on the 3 bridge decks. Two bids were submitted.

Fahrner Asphalt Sealers of Waunakee, WI. \$179,988.00

Norcon Corp. of Weston, WI. \$159,612.00 (low bid)

Both bids are under the budgeted cost of \$190,000.00 for the project.

RECOMMENDATION: Award the polymer overlay of 3 bridge decks to Norcon Corp. of Weston, WI. for the amount of \$159,612.00

DATE: 3/2/2022

TO: Mayor and City Council Members

FROM: Scott Zabel

RE: Patrol Truck/Snow Plow Bids

BACKGROUND: The City of Berlin received sealed bids on 2/23/2022 for a Patrol truck with a snowplow/wing and salter. 1 bid for the chassis and 2 bids for the truck equipment.

Chassis bid:

Quality Truck Care Center of DePere, WI. \$103,000.00

Equipment bids:

Caspers Truck Equipment of Appleton, WI. \$89,565.00

Monroe Truck Equipment of DePere, WI. \$88,867.00 (low bid)

Total bid price for chassis and truck equipment:

Chassis- \$103,000.00

Truck Equipment- \$88,867.00

Total bid price- \$191,867.00

RECOMMENDATION: Except and award the chassis bid from Quality Truck Care Center for \$103,000.00 and the low bid for the truck equipment from Monroe Truck Equipment for \$88,867.00 for a combined bid of \$191,867.00

**SECOND AMENDED AND RESTATED
SITE ASSESSMENT GRANT AGREEMENT**

BETWEEN

THE WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

AND

CITY OF BERLIN

This Second Amended and Restated Site Assessment Grant Agreement is entered into pursuant to Chapter 238 of the Wisconsin Statutes between the Wisconsin Economic Development Corporation ("WEDC"), a public body corporate and politic authorized to grant funds for the purpose of economic development pursuant to Chapter 238 of the Wisconsin Statutes, and City of Berlin ("Recipient"). Certain capitalized terms are defined in Section 1 of this Agreement.

WITNESSETH

WHEREAS, the Recipient submitted an Application to WEDC in 2019, requesting funds from WEDC's Site Assessment Grant Program ("SAG Funds"), as established by Wis. Stat. § 238.133;

WHEREAS, in reliance on the materials and information submitted by the Recipient, WEDC determined that the Recipient, a Local Governmental Unit located in Wisconsin, was eligible for up to One Hundred Thirty-One Thousand Six Hundred Dollars (\$131,600) in SAG Funds, as set forth in the original Site Assessment Grant Agreement executed between the Recipient and WEDC on June 17, 2019 ("Original Agreement");

WHEREAS, the Recipient and WEDC executed a First Amended and Restated Site Assessment Grant Agreement on February 9, 2021 ("First Amended Agreement") to adjust the Project Budget, decrease the amount of SAG Funds awarded to the Recipient, and to extend the Project End Date;

WHEREAS, the parties wish to amend the First Amended Agreement to adjust the Project Budget, increase the amount of SAG Funds awarded to the Recipient, and extend the Project End Date;

WHEREAS, Section 21 of the First Amended Agreement provides that it may be amended in writing signed by both parties and the parties have determined that such amendment is reasonable and prudent; and

WHEREAS, this Second Amended and Restated Site Assessment Grant Agreement amends and restates the First Amended Agreement in its entirety.

NOW, THEREFORE, for valid consideration, the receipt of which is hereby acknowledged, and in consideration for the promises and covenants in this Agreement, WEDC and the Recipient agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "Agreement" means this Second Amended and Restated Site Assessment Grant Agreement, to include all documents required to be delivered contemporaneously with the execution and delivery of this Agreement, and the attached Exhibits, together with any future amendments executed in compliance with Section 21 of this Agreement.

(b) "Application" means the materials submitted by the Recipient to WEDC relating to this allocation of SAG Funds.

(c) "Effective Date" means the date on which this Agreement is fully executed by both parties.

(d) "Eligible Project Costs" means costs for which the SAG Funds and Matching Funds may be used, as outlined in Section 3(b) of this Agreement, which the Recipient incurs between the Project Start Date and the Project End Date.

(e) "Eligible Site or Facility" means one or more contiguous industrial or commercial facilities or sites with common or multiple ownership that are abandoned, idle, or underused, the expansion or redevelopment of which is adversely affected by actual or perceived environmental contamination.

(f) "Ineligible Costs" means costs incurred prior to the Project Start Date; costs for acquisition or new construction; amounts due pursuant to lien claims of or fees to the Department of Natural Resources, Environmental Protection Agency, or taxing authorities; costs related to grant applications or bid preparation; costs which may be covered by other grant or statutory programs, including PECFA; permits; performance and payment bonds; contingencies; developer fees; insurance premiums; zoning changing costs; marketing studies; supplies and the purchase of moveable equipment; decorative landscaping and fencing; parking lot paving and striping for non-environmental reasons; non-environmental post-construction clean-up costs; signage and advertising; financing fees, interest payments, or the assumption of debt; relocation fees; accounting, legal, appraisal, and architectural fees; project administration fees, including costs associated with WEDC compliance reporting, schedules of expenditures, and payment requests.

(g) "Leverage" means funding provided for the Project other than SAG Funds, including Matching Funds.

(h) "Local Governmental Unit" means a city, village, town, county, redevelopment authority created under Wis. Stat. § 66.1333, community development authority created under Wis. Stat. § 66.1333, or housing authority.

(i) "Matching Funds" means non-WEDC funds secured by the Recipient to meet the match requirement of the SAG Funds under this Agreement. Eligible Matching Funds must be incurred between Project Start Date and the Project End Date. In order to receive the full amount of SAG Funds contemplated under this Agreement, Matching Funds must be at least Twenty-Five Thousand Three Hundred Thirteen Dollars (\$25,313) and may be cash or in-kind.

(j) "Petroleum Product" means, as defined in Wis. Stat. § 292.63(1)(f), gasoline, gasoline-alcohol fuel blends, kerosene, fuel oil, burner oil, diesel fuel oil or used motor oil.

(k) "Project" means the Recipient's activities to identify and quantify the degree and extent of soil, vapor, and groundwater contamination, in accordance with the Recipient's Application and the terms of this Agreement. Specifically, the demolition and asbestos removal to continue the site investigation of the former Safeguard Site.

(l) "Project End Date" means December 31, 2022, the date on which the Project will be complete and the last day which the Recipient may incur costs against SAG Funds and Matching Funds.

(m) "Project Location" means the Eligible Site or Facility at which the Project will take place, specifically 114 Pierce Street and 119 Commercial Street, Berlin, Wisconsin.

(n) "Project Start Date" means May 1, 2019, the date on which the Project begins, and the Recipient may start incurring costs against SAG Funds and Matching Funds.

(o) "SAG Funds" means the grant monies the Recipient is eligible to receive from WEDC's Site Assessment Grant program in accordance with this Agreement.

(p) "Recipient" means City of Berlin.

(q) "Underground Hazardous Substance Storage Tank System" means an underground storage tank used for storing a hazardous substance other than a Petroleum Product together with any on-site integral piping or dispensing system with at least Ten Percent (10%) of its total volume below the surface of the ground.

(r) "Underground Petroleum Product Storage Tank" means, as defined in Wis. Stat. § 292.63(1)(i), an underground storage tank used for storing Petroleum Products together with any on-site integral piping or dispensing system with at least Ten Percent (10%) of its total volume below the surface of the ground.

(s) "WEDC" means the Wisconsin Economic Development Corporation, together with its successors and assigns.

2. SAG Funds. Subject to the terms and conditions set forth in this Agreement, and in Wisconsin law, WEDC shall provide to the Recipient a grant of up to One Hundred Twenty-Six Thousand Five Hundred Sixty-Six Dollars (\$126,566) in SAG Funds.

3. Recipient's Obligations. The Recipient will:

(a) Complete the Project as contemplated by the Application and in accordance with the terms of this Agreement.

(b) Use SAG Funds and Matching Funds for Eligible Project Costs, incurred between the Project Start Date and Project End Date, as outlined in the following budget:

USES		SOURCES		TOTAL
Budget Code	Eligible Project Costs	SAG Funds	Public Funds	
0190	Site Clearance	\$82,500	\$0	\$82,500
0235	Environmental Site Work	\$44,066	\$25,912	\$69,978
TOTAL		\$126,566	\$25,912	\$152,478

(i) Eligible Project Costs to be applied to SAG Funds for site clearance include specifically building demolition, asbestos inspection and removal.

(ii) Eligible Project Costs to be applied to SAG Funds for environmental site work include specifically site investigation reporting, investigation, and assessments.

(iii) Eligible Project Costs to be applied to Matching Funds for environmental site work include specifically environmental site assessment and investigation.

(c) Not use SAG Funds or Matching Funds for Ineligible Costs.

(d) Secure Matching Funds from non-WEDC sources sufficient to equal to achieve the match requirement of the SAG Funds under this Agreement. Matching Funds must equal at least Twenty-Five Thousand Three Hundred Thirteen Dollars (\$25,313) in order for the Recipient to obtain the maximum amount of the SAG Funds, and must be documented prior to the final disbursement.

(e) Provide acknowledgement of WEDC's participation in the Project in any signage at the Project Location and any planning and feasibility documents related to the Project.

(f) Provide reports to WEDC as further described in Section 5 of this Agreement, in such form as required by WEDC.

4. Release of Funds. WEDC will release the SAG Funds contemplated by this Agreement to the Recipient on a disbursement basis. The Recipient may request the SAG Funds in up to Three (3) disbursements and each disbursement will be contingent on the following:

(a) The Recipient submitting to WEDC a request for payment of funds in such form as required by WEDC, a sample of which is attached to this Agreement as Exhibit A.

(b) Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment.

(c) The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the SAG Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the SAG Funds being requested.

(d) The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the SAG Funds and the Matching Funds covered by the request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information:

- (i) Vendor name and contact information;
- (ii) Description of the item(s) purchased;
- (iii) Cost of purchase;
- (iv) Date of purchase (invoice date or date received, not date ordered unless it is the same).

(e) The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC.

(f) The Recipient requesting all SAG Funds no later than February 28, 2023.

5. Reporting. The Recipient shall provide reports and information to WEDC according to the following requirements:

(a) Performance reports, due according to the Schedule of Reporting set forth in Section 5(c) below, in such form as required by WEDC. The report shall include information required by WEDC to determine Project performance which shall include, at a minimum, a financial overview and narrative summary on the progress of the Project to date, Project expenditures, and the Recipient's progress on achieving Project goals, including the following Project-specific metrics:

Metric	Goal*
Site Work - Investigation	\$69,978
Site Work - Demolition	\$82,500
Leverage – Total	\$26,345

*These goals represent anticipated Project outcomes and failure to achieve these goals will not constitute an Event of Default, unless they are noted as a requirement elsewhere in the Agreement.

(b) The Recipient shall provide to WEDC copies of any Project-related documents that are submitted to the Wisconsin Department of Natural Resources, PECFA, Agricultural Chemical Cleanup Program, or the United States Environmental Protection Agency. Examples of such reports include, but are not limited to, site investigation, remediation, monitoring, initial notice of release of contamination, and closure request reports.

(c) Schedule of Reporting:

PERIOD COVERED	DOCUMENTATION	DUE DATE
See Section 6 Below	Schedule of Expenditures	See Section 6 Below
May 1, 2019-February 29, 2020	Performance Report	May 1, 2020
May 1, 2019-June 30, 2021	Performance Report	September 1, 2021
May 1, 2019-December 31, 2022	Performance Report	March 1, 2023

(d) Within Thirty (30) days, notify WEDC in writing of any event or occurrence that may adversely impact the completion of the Project as represented in Recipient's Application. Adverse impacts include, but are not limited to, lawsuits, regulatory intervention, and inadequate capital to complete the Project.

6. Schedule of Expenditures. Consistent with Wis. Stat. § 238.03(3)(a), the Recipient must submit to WEDC, within 120 days after the end of the Recipient's fiscal year in which any grant or loan funds were expended, a schedule of expenditures of the grant or loan funds, including expenditures of any matching cash or in-kind match, signed by the director or principal officer of the recipient to attest to the accuracy of the schedule of expenditures. The Recipient shall engage

an independent certified public accountant to perform procedures, approved by WEDC and consistent with applicable professional standards of the American Institute of Certified Public Accountants, to determine whether the grant or loan funds and any matching cash or in-kind match were expended in accordance with the grant or loan contract. The Recipient must make available for inspection the documents supporting the schedule of expenditures.

7. Event of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" for the purposes of this Agreement:

(a) The Recipient ceases the Project within Five (5) years of the Effective Date of this Agreement and commences substantially the same economic activity outside of Wisconsin.

(b) The Recipient supplies false or misleading information to WEDC in connection with this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the false or misleading information.

(c) The Recipient fails to comply with or perform, in any material respect, any of its obligations under this Agreement, without providing a satisfactory explanation, in WEDC's sole discretion, for the noncompliance.

(d) The Recipient is in default under any other agreement between WEDC and the Recipient.

8. Remedies in Event of Default.

(a) Upon the occurrence of any Event of Default, WEDC shall send a written notice of default to the Recipient, setting forth with reasonable specificity the nature of the default. If the Recipient fails to cure any such Event of Default to the reasonable satisfaction of WEDC within Thirty (30) calendar days, WEDC may extend the cure period if WEDC determines, in its sole discretion, that the Recipient has begun to cure the Event of Default and diligently pursues such cure, or, without further written notice to the Recipient, declare the Recipient in default. The cure period shall in no event be extended more than Ninety (90) days. In the Event of Default, WEDC shall terminate the Agreement and recover from the Recipient:

(i) One Hundred Percent (100%) of the funds released to the Recipient under this Agreement;

(ii) All court costs and attorneys' fees incurred by WEDC in terminating this Agreement and recovering the amounts owed by the Recipient under this provision; and

(iii) A financial penalty of up to One Percent (1%) of the SAG Funds.

(b) These amounts shall be paid to WEDC within Thirty (30) calendar days of demand by WEDC hereunder. If the Recipient fails to pay these amounts to WEDC as and when due, the Recipient will be liable for the full unpaid balance plus interest at the annual rate of up to Twelve Percent (12%) from the date of the notice of Event of Default.

(c) Upon an Event of Default, WEDC shall, without further notice withhold remaining disbursements of the SAG Funds.

9. Recipient's Warranties and Representations. In addition to the other provisions of this Agreement, the Recipient hereby warrants and represents to the best of its knowledge that as of the date of this Agreement:

- (a) The Recipient is a Local Unit of Government as defined in Wis. Stat. § 238.133(1)(b).
- (b) The Recipient is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it, the violation of which would have a material adverse effect on the Recipient's ability to perform its obligations under this Agreement or to otherwise engage in its business.
- (c) The Recipient is not in default under the terms of any loan, lease or financing agreements with any creditor where such default would have a material adverse effect on the Recipient's ability to fulfill its obligations under this Agreement.
- (d) The financial statements and other information provided by the Recipient to WEDC are complete and accurate in accordance in all material respects with Generally Accepted Accounting Principles where applicable and have been relied on by WEDC in deciding whether to enter into this Agreement with the Recipient.
- (e) There are no actions, suits or proceedings, whether litigation, arbitration, or administrative, pending or threatened against or affecting the Recipient or the Project which, if adversely determined, would individually or in the aggregate materially impair the ability of the Recipient to perform any of its obligations under this Agreement or adversely affect the financial condition or the assets of the Recipient.
- (f) The Recipient is unaware of any conditions which could subject it to any damages, penalties or clean-up costs under any federal or state environmental laws which would have a material adverse effect on the Recipient's ability to comply with this Agreement.
- (g) The Recipient has, or will acquire before commencing any work for which they are required, all necessary permits, licenses, certificates or other approval, governmental or otherwise, necessary to operate its business and own and operate its assets, all of which are in full force and effect and not subject to proceedings to revoke, suspend, forfeit or modify.
- (h) The Recipient has filed when due all federal and state income and other tax returns required to be filed by the Recipient and has paid all taxes shown thereon to be due. The Recipient has no knowledge of any uncompleted audit of the returns or assessment of additional taxes thereon.
- (i) The Recipient and the undersigned officer thereof has all necessary or requisite power and authority to execute and deliver this Agreement.
- (j) The execution and delivery by the Recipient of this Agreement has been duly authorized by all necessary action of the Recipient and no other proceedings on the part of the Recipient are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.
- (k) The Recipient has available or has the capacity to secure funds necessary to cover, as and when incurred, the costs and expenditures necessary for completion of the Project, as identified in the Application and this Agreement.

(l) The Recipient is not making these representations and warranties specifically based upon information furnished by WEDC.

(m) These warranties and representations herein are true and accurate as of the Effective Date of this Agreement, and shall survive the execution thereof.

(n) The information disclosed to WEDC in the course of WEDC's evaluation of the Recipient's eligibility for the Program does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, taken as a whole and in light of the circumstances under which they were made, not misleading.

10. Wisconsin Public Records Law. The Recipient understands that this Agreement and other materials submitted to WEDC may constitute public records subject to disclosure under Wisconsin's Public Records Law, Wis. Stats. §§ 19.31-.39, and any successor statutes and regulations.

11. Additional Requirements.

(a) Project Records and Financial Records. The Recipient shall prepare, keep and maintain such records as may be reasonably required by WEDC to validate the Recipient's performance under this Agreement, whether held by the Recipient or by a third-party conducting Project-related activities on behalf of the Recipient, and the performance reports provided to WEDC. All of the Recipient's financial records shall be complete and accurate, and prepared, kept, and maintained in accordance with Generally Accepted Accounting Principles. The Recipient shall provide such records to WEDC during the term of this Agreement as may be requested by WEDC. Such materials shall be retained by the Recipient for a period of at least Three (3) years after March 1, 2023.

(b) Inspection.

(i) WEDC and its respective agents, shall, upon Forty-Eight (48) hours' advance written notice to the Recipient, have the right to enter the Recipient's premises, during normal business hours, to inspect the Recipient's operations documentation relating to this Agreement, provided, however, that such access does not unreasonably disrupt the normal operations of the Recipient.

(ii) The Recipient shall produce for WEDC's inspection, examination, auditing and copying, upon reasonable advance notice, any and all records which relate to this Agreement, whether held by the Recipient or by a third party conducting Project-related activities on behalf of the Recipient.

(iii) WEDC reserves the right to conduct physical site visits of the Project during the term of this Agreement.

(c) Authorization to Receive Confidential Information. The Recipient hereby authorizes WEDC to request and receive confidential information that the Recipient has submitted to, including any adjustments to such information by, the Wisconsin Department of Revenue ("DOR") and the Wisconsin Department of Workforce Development ("DWD"), and to use such information solely for the purposes of assessing the Recipient's performance for the duration of the Project and ensuring that WEDC is properly administering or evaluating economic development programs. With regard to the information contained in the DWD unemployment insurance files, WEDC may

access the following for the Eight (8) most recent quarters: the quarterly gross wages paid to the Recipient's employees; the monthly employee count; and the Recipient's FEIN, NAICS code, and legal and trade names. The Recipient also authorizes WEDC to share information submitted to WEDC by the Recipient with the DOR and DWD and to redisclose to the public the information received from the DOR and DWD used to evaluate the Recipient's performance under its specific economic development program and the impact of WEDC economic development programs. Records exempted from the public records law by Wis. Stat. § 19.36(1) will be handled by WEDC in accordance with that law.

(d) Consolidation or Merger. During the term of this Agreement, the Recipient shall provide written notice to WEDC within Thirty (30) days of any consolidation or merger with or into any other unrelated corporation or business entity.

(e) Public Announcement. The Recipient agrees to cooperate with WEDC in making a public announcement of this Agreement.

(f) Insurance. The Recipient covenants that it will maintain insurance in such amounts and against such liabilities and hazards as customarily is maintained by other companies operating similar businesses.

(g) Online Portal, Document Delivery, and Bill.com. Recipient agrees to respond timely to any invitation sent by WEDC to create an online account for use with WEDC's online customer portal ("Portal"). Upon opening the account, Recipient hereby agrees to use the Portal to submit any required performance reports, schedule of expenditures and supporting documentation, unless WEDC directs otherwise. Recipient further agrees to identify appropriate assigned users, duly authorized by Recipient, to serve as contacts, to execute necessary documents, and to support specific tasks Recipient must complete in the Portal. WEDC may, in its sole discretion, rely on any document, performance report, schedule of expenditures, financial statement, tax return, agreement or other communication ("Document") physically delivered to WEDC by mail, hand delivery, delivery service, email, facsimile, the Portal or other electronic means which WEDC in good faith believes was sent by Recipient or any representatives or employees of Recipient. WEDC may treat any Document as genuine and authorized to the same extent as if it was an original document validly executed or authenticated as genuine by Recipient. WEDC may from time to time in its sole discretion reject any such Document and require a signed original or require Recipient to provide acceptable authentication of any such Document before accepting or relying on the same. Recipient understands and acknowledges that there is risk that Documents sent by electronic means may be viewed or received by unauthorized persons and Recipient agrees by sending Documents by electronic means that Recipient shall be deemed to have accepted this risk and the consequences of any such unauthorized disclosure. Recipient also agrees to create an account with Bill.com and provide a Payment Network ID in order to receive any payments from WEDC. Recipient accepts any risk associated with creating an account with Bill.com and releases WEDC from any liability related thereto.

12. Conflicts. In the event of any conflict between the provisions of this Agreement and any accompanying documents, the terms of this Agreement control.

13. Choice of Law. THIS AGREEMENT AND ALL MATTERS RELATING TO IT OR ARISING FROM IT – WHETHER SOUNDING IN CONTRACT LAW OR OTHERWISE – SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED PURSUANT TO, THE LAWS OF THE STATE OF WISCONSIN.

14. Venue, Jurisdiction. Any judicial action relating to the construction, interpretation, or enforcement of this Agreement, or the recovery of any principal, accrued interest, court costs, attorney's fees and other amounts owed hereunder, shall be brought and venued in the U.S. District Court for the Western District of Wisconsin or the Dane County Circuit Court in Madison, Wisconsin. **EACH PARTY HEREBY CONSENTS AND AGREES TO JURISDICTION IN THOSE WISCONSIN COURTS, AND WAIVES ANY DEFENSES OR OBJECTIONS THAT IT MAY HAVE ON PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS.**

15. Waiver of Right to Jury Trial. EACH PARTY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY JUDICIAL ACTION OR PROCEEDING THAT MAY ARISE BY AND BETWEEN WEDC AND THE RECIPIENT CONCERNING OR RELATING TO THE CONSTRUCTION, INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT, OR THE RECOVERY OF ANY PRINCIPAL, ACCRUED INTEREST, COURT COSTS, ATTORNEYS' FEES AND OTHER AMOUNTS THAT MAY BE OWED BY THE RECIPIENT HEREUNDER. THIS JURY TRIAL WAIVER CONSTITUTES A SUBSTANTIAL CONSIDERATION FOR AND INDUCEMENT TO THE PARTIES TO ENTER INTO THIS AGREEMENT.

16. Limitation of Liability. RECIPIENT HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER FROM WEDC ANY SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR DAMAGES OF ANY OTHER NATURE OTHER THAN ACTUAL DAMAGES INCURRED OR SUFFERED BY RECIPIENT.

17. Severability. If any provision of this Agreement is held invalid or unenforceable by any Governmental Body of competent jurisdiction, such invalidity or unenforceability shall not invalidate the entire Agreement. Instead, this Agreement shall be construed as if it did not contain the particular provision or provisions held to be invalid or unenforceable, and an equitable adjustment shall be made and necessary provisions added so as to give effect to the intention of the parties as expressed in this Agreement at the time of the execution of this Agreement and of any amendments to this Agreement. In furtherance of and not in limitation of the foregoing, the parties expressly stipulate that this Agreement shall be construed in a manner which renders its provisions valid and enforceable to the maximum extent (not exceeding its express terms) possible under applicable law. "Governmental Body" means any federal, state, local, municipal, foreign or other government; courts, arbitration commission, governmental or quasi-governmental authority of any nature; or an official of any of the foregoing.

18. WEDC Not a Joint Venturer or Partner. WEDC shall not, under any circumstances, be considered or represented to be a partner or joint venturer of the Recipient or any beneficiary thereof.

19. Captions. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms and conditions set forth herein.

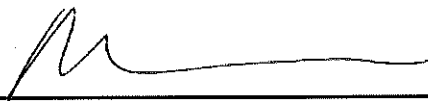
20. No Waiver. No failure or delay on the part of WEDC in exercising any power or right under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such power or right preclude any other exercise of any other power or right.

21. Entire Agreement. This Agreement embodies the entire agreement of the parties concerning WEDC's and the Recipient's obligations related to the subject of this Agreement. This Agreement may not be amended, modified or altered except in writing signed by the Recipient and WEDC.

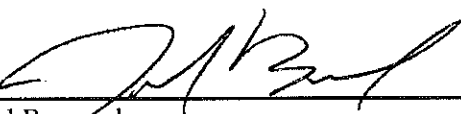
This Agreement supersedes all prior agreements and understandings between the parties related to the subject matter of this agreement.

IN WITNESS WHEREOF, WEDC and the Recipient have executed and delivered this Agreement effective the date set forth next to WEDC's signature below.

WISCONSIN ECONOMIC DEVELOPMENT CORPORATION

By:  02/25/2022
Melissa L. Hughes, Secretary and CEO Date

CITY OF BERLIN

By:  2/16/22
Joel Bruessel, Mayor Date

Notices to the Recipient hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by WEDC's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

City of Berlin
108 North Capron St.
Berlin, WI 54923
Attn: Jodi Olson
Email: jolson@cityofberlin.net

Notices to WEDC hereunder shall be in writing and shall be deemed to have been given: (i) at the time it is sent, as recorded by Recipient's system, when sent by electronic mail during a business day or, if sent after the close of normal business hours on a business day or sent on a non-business day, at the start of normal business hours on the next business day or (ii) Three (3) Business Days after deposit in the United States mail, certified and with proper postage prepaid, addressed as follows:

Wisconsin Economic Development
Corporation
Division of Credit & Risk
P.O. Box 1687
Madison, WI 53701
Attn: Site Assessment Grant Program
Email: legal@wedc.org
Contract # SAG FY19-24607

**EXHIBIT A
REQUEST FOR WEDC PAYMENT**

Award Number: SAG FY19-24607		Rep:	Recipient: City of Berlin
FEIN #	Bill.com Payment Network ID (PNI):		Request Number:
Program: Site Assessment Grant			Award Type: Grant
Funding Period Covered by this Request From: _____ To: _____			

PROJECT EXPENSES INCURRED/PAID DURING THIS PERIOD

Budget Code	Description Line Item	WEDC Funding This Period	+	Matching Funding This Period	=	Total This Period
0190	Site Clearance					
0235	Environmental Site Work					

TOTAL:

- ☐ Check here if this is the Final Request for Payment. If there is a balance remaining on the Project it may be lapsed.

PAYMENT/PROJECT EXPENSE/MATCH DESCRIPTION - Disbursement

Prior to the release of funds, the following requirements must be met (to be initialed by WEDC staff):

- Recipient creating a Bill.com account unless Recipient has an existing account with Bill.com. Instructions for creating a Bill.com account will be provided by WEDC under separate cover. Recipient shall provide their Payment Network ID to WEDC with each request for payment. _____
- The Recipient submitting to WEDC a summary report of the Eligible Project Costs incurred against both the SAG Funds and Matching Funds. The amount of Matching Funds incurred for any request must be in an amount pro rata with the amount incurred against the SAG Funds being requested. _____
- The Recipient submitting to WEDC documentation evidencing that the Eligible Project Costs incurred at the Project Location against both the SAG Funds and Matching Funds covered by the disbursement request have been purchased or will be purchased through an invoice, receipt, registration form, or other third-party documentation that contains the following information: Vendor name and contact information; Description of the item(s) purchased; Cost of purchase; Date of purchase (invoice date or date received, not date ordered unless it is the same). _____
- The Recipient being in compliance with this Agreement, and with any other agreements by and between the Recipient and WEDC. _____
- The Recipient must request all SAG Funds no later than February 28, 2023. _____

I hereby certify that the expenses reported on this form are in accordance with the terms of the Agreement and that complete and accurate records are being kept to substantiate such expenses.

Authorized Recipient Signature

Date

WEDC Division VP or Designee

Date

WEDC Servicing

Date

WEDC Controller or Finance Department

Date

Retain a copy of the completed form for your records and email a copy of the original and documentation to:
disbursements@wedc.org. The hard copy may be required to be sent upon request.