

COMMON COUNCIL MEETING AGENDA
TUESDAY, JANUARY 10th, 2023 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 December 13th Common Council Meeting. **RECOMMENDATION:** Approve the minutes.
7. Bills List. **RECOMMENDATION:** Approve the list of bills for payment.
8. Alliant Easement Request for Fiber Optic Cable. **RECOMMENDATION:** Accept recommendation from Committee of the Whole to Approve Alliant Easement Request for burying Fiber Optic Cable at 730 N Wisconsin St Property.
9. Security Cameras Update. **RECOMMENDATION:** Accept recommendation from Committee of the Whole to approve the purchase of additional camera for Pool using ARPA Funds.

END OF CONSENT AGENDA

10. Kwik Trip, Inc. Class "A" Retail License and "Class A" Intoxicating Liquor License Change of Officer. **RECOMMENDATION:** Approve the Auxiliary Questionnaire Alcohol Beverage License Application to change the Officer for Kwik Trip, Inc. dba Kwik Trip #777 to Scott Paul Zietlow.
11. TID Building Improvement & Façade Improvement Application from Tbird Aircraft, LLC. **RECOMMENDATION:** Listen to presentation with discussion and action as appropriate.
12. 107 W Huron Raze & Repair Property. **RECOMMENDATION:** Listen to presentation with action as

appropriate.

13. City Hall Roof Repair. RECOMMENDATION: Approve additional ARPA funds to cover City Hall Roof Repairs.
14. Library Roof Repair ARPA Funds Request. RECOMMENDATION: Listen to staff presentation with action as appropriate.
15. Fire Station Generator ARPA Funds Request RECOMMENDATION: Listen to staff presentation with action as appropriate.
16. Levy Referendum Resolution #23-01 & possible public outreach. RECOMMENDATION: 1) Discussion and action as appropriate 2) Accept Recommendation from Committee of the Whole to approve Resolution #23-01 Exceed the State Imposed Levy Limit.
17. Forsyth Park Playground Update. RECOMMENDATION: Listen to staff presentation with action as appropriate.
18. Old Business (To be used to request items of old business be put on a future agenda for further discussion or action; or used to make a motion for reconsideration of an item from the current meeting or immediately previous meeting; or to make a motion to take items off the table which were laid on the table only during the current meeting.)
19. New Business (To be used to request items of new business be put on a future agenda)
20. If necessary, motion to convene into closed session pursuant to Wis. Stat §19.85(1)(g) Conferring 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. (107 W Huron St).
21. Reconvene into open session and action as appropriate from closed session discussion.
22. Adjourn.

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

CITY OF BERLIN							
PAYROLL FOR DECEMBER - 2022							
NET PAYROLL							
	PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY	EMS	ACH TOTALS
	12/9/2022	25	General City	49,030.48			
	12/9/2022	25	Utility		12,235.65		
	12/9/2022	25.01	Utility Clothing		1,385.22		
	12/9/2022	25.01	GC Clothing Dewitt	170.14			
	12/15/2022	25.02	GC Fire Pay	692.62			461.75
	12/19/2022	25.03	GC Fire Meeting Pay	16,623.82			16125.86
	12/19/2022	25.04	GC Police Colthing	1,041.11			
	12/19/2022	25.05	GC Pay Cody Vac Pay	362.27			
	12/9/2022	25	Ambulance			36393.78	35190.43
	12/19/2022	25.01	Ambulance Frison Vac. Pay			239.51	
	12/23/2022	26	Utility		12,099.24		
	12/23/2022	26.01	GC Jakes Vac	171.66			
	12/23/2022	26	General City	50,861.45			50463.54
	12/23/2022	26.01	Ambulance Frison Vac. Pay			49.78	
	12/23/2022	26	Ambulance			39327.15	37861.04
	12/23/2022	25.05	Ambulance Meeting			1766.58	
			TOTAL MONTHLY PAYROLL	\$118,953.55	\$25,720.11	77776.8	140102.62

CITY OF BERLIN -- OFFICE OF THE TREASURER

CITY TREASURER REPORT PERIOD ENDING 11/30/2022

#REF!

#REF!

FUNDS	BEGINNING BALANCE	ADJ/ VOIDS	RECEIPTS (Deposits)	DISBURSEMENTS (Total)	OUTSTANDING CHECKS	BANK BALANCE	INVESTMENTS	TOTAL W/ INVESTMENTS		
GENERAL CITY	\$ 1,065,789.71	\$ -	\$ 2,016,347.45	\$ (829,122.91)	\$ 21,302.73	\$ 2,264,316.98	\$ 3,100,000.00	\$ 5,364,316.98	10-11300	FNB100028
TAX COLLECTION ACCOUNT	\$ 291.36		\$ -	\$ -	\$ -	\$ 291.36	\$ -	\$ 291.36		FNB131924
CAPITAL PROJECT BORROWING										*2193
EMS ACCOUNT	\$ 127,542.46		\$ 53,400.82	\$ (295.00)	\$ -	\$ 180,648.38	\$ -	\$ 180,648.38		
WATER & SEWER CHECKING	\$ 1,344,604.32		\$ 274,326.35	\$ (645,738.69)	\$ 8,625.86	\$ 1,081,817.84	\$ -	\$ 1,081,817.84	61-11362	
SEWER EQUIP REPLACEMENT FUND	\$ 134,766.40		\$ 16.61		\$ -	\$ 134,783.01	\$ 1,255,000.00	\$ 1,389,783.01	62-11361	
WATER UTILITY							\$ 3,655,235.65	\$ 3,655,235.65		62-11366
SEWER UTILITY							\$ 1,232,578.22	\$ 1,232,578.22		61-11361
TOTAL OF ALL FUNDS	\$ 2,662,994.25	\$ -	\$ 2,344,091.33	\$ (1,375,166.60)	\$ 29,928.59	\$ 3,661,857.57	\$ 9,242,813.87	\$ 12,904,671.44		

SUBMITTED BY: Caitlin Hlgart, DEPUTY CLERK

CITY OF BERLIN BUILDING REPORT December 2022

TYPE OF PERMIT	No.	MONTH		No.	YEAR TO DATE		No.	LAST YEAR TO DATE	
		Estimated Value	Permit Cost		Estimated Value	Permit Cost		Estimated Value	Permit Cost
Single Family Residence	0	\$0.00	\$0.00	3	\$800,000.00	\$1,484.93	7	1,310,100.00	5,092.63
Multi-Family Residence				0	\$0.00	\$0.00	0	0.00	0.00
Residential Alteration	3	\$50,065.00	\$110.00	50	\$782,155.52	\$4,461.06	66	817,733.35	5,471.50
Residential Addition	0	\$0.00	\$0.00	6	\$24,935.00	\$320.00	5	106,308.00	807.50
Residential Garage	0	\$0.00	\$0.00	2	\$24,360.00	\$265.47	3	105,000.00	567.50
Residential Garage Alteration				0	\$0.00	\$0.00	0	0.00	0.00
Commercial Building	0	\$0.00	\$0.00	1	\$250,000.00	\$1,488.98	0	0.00	0.00
Commercial Alteration	0	\$0.00	\$0.00	1	\$11,800.00	\$59.00	5	700,679.00	4,415.44
Commercial Addition	0	\$0.00	\$0.00	1	\$9,500.00	\$105.00	0	0.00	0.00
Signs	0	\$0.00	\$0.00	5	\$38,300.00	\$394.50	11	115,589.00	2,635.08
Miscellaneous	0	\$0.00	\$0.00	17	\$51,800.00	\$910.00	18	61,222.00	1,250.00
Demolition	0		\$0.00	1	\$0.00	\$150.00	5	24,382.00	825.00
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	6	\$38,902.00	\$200.00	11	194,700.00	585.00
Trailer Homes				0	\$0.00	\$0.00	0	0.00	0.00
Total Building Permits	3	\$50,065.00	\$110.00	93	\$2,031,752.52	\$9,838.94	131	3,435,713.35	21,649.65
Commercial Plan Approval				0	\$0.00	\$0.00	0	0.00	0.00
Plumbing Permits	206	\$831,160.00	\$10,355.00	229	\$1,191,004.00	\$12,237.70	30	737,532.00	3,125.40
Electrical Permits	3	\$8,023.00	\$175.00	35	\$885,878.00	\$4,240.84	34	284,166.00	3,335.42
Heating Permits	2	\$8,976.00	\$100.00	24	\$827,312.00	\$3,270.17	16	120,715.00	1,540.53
				0	\$0.00	\$0.00	0	0.00	0.00
Total Permit Fees	214	\$898,224.00	\$10,740.00	381	\$4,935,946.52	\$29,587.65	211	4,578,126.35	29,651.00

CITY OF BERLIN COMMON COUNCIL MEETING MINUTES
TUESDAY DECEMBER 13, 2022 AT 7:00 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

Mayor Bruessel called the December 13, 2022 Common Council meeting to order at 7:00 pm. Roll call present: Ald. Boeck, Burgess, Dretske, Erdmann, Nigbor and Stobbe. Staff present: Sara Rutkowski, Rebecca Bays, Tim Ludolph, Brian Pulvermacher, Scott Zabel and Midge Seaman

There were no virtual attendees. No Public Comments.

The following items were listed on the Consent agenda for approval and adoption: 4) Waive the reading of all ordinances and resolutions adopted at this meeting; 5) Receive and place on file the written reports from the City Clerk, Treasurer and Building Inspector; 6) Approve the minutes from the November 15, 2022 Common Council Meeting 7) Approve the list of bills. 8) Accept the Recommendation from Committee of the Whole to Approve the Donation from Berlin Community Development Corporation and from Committee of the Whole to accept the Donation Agreement as Presented. 9) Accept the 2023 Purchase of Service Contract with Green Lake County Department of Health & Human Services and authorize the appropriate signatures. 10) Accept the Committee of the Whole recommendation to approve the 2023 Agreement between Green Lake County DHHS and City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures. 11) Accept the Committee of the Whole recommendation to approve the Fee Schedule and Municipal Forfeiture Bond Schedule as presented for 2023. 12) Accept the recommendation from Parks & Recreation Commission to update the Shelter House and Campground rental fees as presented and 13) Accept the Recommendation from Planning Commission to rezone Parcel #206-00964-0100 from R-1 to R-2. Stobbe made a motion to accept the consent agenda. Burgess seconded the motion. A roll call vote resulted in 6 Ayes 0 Opposed.

The Mayor brought item #14 forward, Resolution 22-10 Establishing Wage Adjustment for Non-Union Employees for 2023. A Motion was made by Nigbor to Accept the recommendation from the Committee of the Whole to approve Resolution 22-10 Establishing a Wage Adjustment for Non-Union Employees for 2023. Erdmann seconded the motion. A Roll Call Vote resulted in 54 ayes and 1 Abstention. Motion Passed.

Item 15 was a resignation of LeRoy Moldenhauer from the Cemetery Board. Erdmann made a motion with regret and appreciation to LeRoy Moldenhauer and asked that a letter of Appreciation be sent to him for the many years of service and dedication to the Oakwood Cemetery Board. Motion passed by voice vote.

Item 16 saw the appointment of David Hitz to the Zoning Board of Appeals. Motion was made by Stobbe and seconded by Dretske. Motion passed on a voice vote.

The Mayor brought forward a list of four people, Susan Hale, James and Pamela Marks and Ashley D. Stepniewski forward who expressed an interest in becoming Poll Workers for the remainder of the term which ends on December 31, 2023. Burgess moved to approve the four individuals which was seconded by Dretske and passed on a voice vote.

Item 18 was the Armory Polling Location. The motion was made to Approve the Berlin Wisconsin National Guard Armory as the Official Location for 2023 Election Year by Boeck and seconded by Dretske. This passed on a voice vote.

Next was the Liquor License Application for a new restaurant in Berlin called El-Charro, LLC. El Charro filed an application for a Class "B" Beer license and a "Class B" Liquor license for the remainder of the 2022-23 year, set to expire in June 2023 at the location of 103 W Huron St. Erdmann made a motion to approve the Liquor License Application for El Charro, LLC which was seconded by Boeck and passed on a voice vote.

Item 20 was a TID Building Improvement Application from JT Broadway, LLC. Jason Timm, 7493 Wayside Drive, Omro, WI 54963 explained his reason for purchasing the building at 229 Broadway was an investment opportunity. Timm gave a presentation on his desire to bring back the original façade of his building should his application requesting funds be approved. Stobbe made a motion to approve Mr. Timm's application which was seconded by Boeck. Motion passed on a voice vote.

A decision was made to discuss item 21 before item 20 so Next up was a lengthy discussion on TID Program Possible Guidelines. Stobbe made a motion to change the TID Improvement Program and Façade Improvement Program wording from Primary Zoned as residential or are listed as tax-exempt are not Eligible to Properties whose primary use is residential or are listed as tax exempt are not eligible. Nigbor seconded the motion which passed on a voice vote.

Item 20 was a TID Building Improvement Application from JT Broadway, LLC. Jason Timm, 7493 Wayside Drive, Omro, WI 54963 explained his reason for purchasing the building at 229 Broadway was an investment opportunity. Timm gave a presentation on his desire to bring back the original façade of his building should his application requesting funds be approved. Due to the next item on the Agenda, The Mayor thought it would be best to ask for a motion to table any further discussion on Item 20 until after item 21 was discussed. Stobbe made a motion to table the current discussion until after Item 21 was discussed. Boeck seconded the motion which passed on a voice vote.

Next up was a lengthy discussion on TID Program Possible Guidelines changes, additions or clarifications with the Mayor and several Alderpersons weighing in on the topic. Ultimately, Stobbe made a motion to change the TID Improvement Program and Façade Improvement Program wording from "Primary Zoned as residential or are listed as tax-exempt are not Eligible" to "Properties whose primary use is residential or are listed as tax exempt are not eligible." Nigbor seconded the motion which passed on a voice vote.

Item 20 was brought back to the table for further discussion and consideration. Stobbe made a motion to give Mr. Timm \$15K from the Tid when the application is approved. Burgess seconded the motion. The motion passed on a voice vote.

Item 22 was a discussion on the use of Delta 8 in the Berlin Area Schools and Possible Ordinance discussion as requested by The High School Principal Bryant Bednarek. Also present for the discussion was Chief Pulvermacher and Dr. Emmet Durtschi, the Superintendent of Berlin Area School System. Bednarek addressed the problems Delta 8 was having on the Berlin Area School System, discussion ensued amongst Council Members. Burgess made a motion for City Attorney to look into drafting possible ordinance(s) concerning the use of Delta 8 for those under the age of 21 and restrictions on vaping device use for those under the age of 21. Dretske amended the motion to remove the age of 21 for both components. Stobbe seconded the motion which carried on a voice vote.

Item #23 was Resolution 22-11 Budget Adjustment for City Hall Façade Repairs and Parks Department Snowplow. A motion was made by Burgess to Waive the Committee of the Whole Discussion. Nigbor seconded the motion which carried by voice vote. Department of public Works Superintendent, Zabel stepped up to the microphone to discuss the overages on both the cost of the roof work and the cost of the snow plow. Stobbe made a motion to approve Resolution 22-11 Budget Adjustment for City Hall Façade Repairs and Parks Department Snowplow. Erdmann seconded the motion. A Roll Call vote resulted in 6 ayes and 0 nays.

Item 24 was the Raze & Repair Order at 107 W Huron St. Ludolph gave a presentation on the current state of this Raze & Repair Order. He stated the owner was asked to be present at the meeting and he did not attend the meeting. Ludolph and the Building Inspector walked by the property and noted supplies had been dropped off. Rutkowski reported they had reached out to the owner for possible funding opportunities. Ludolph reported he gave them information and application for the TID program.

The Mayor brought forward Ordinance #04-22 Amendment to the Ordinance Establishing Regular Meeting Time of the Committee of the Whole and combining that with Ordinance #05-22 Changing the time of the Common Council Meeting. Dretske spoke up and stated he is not in favor of the time change of either meeting due to his personal schedule with Classes. Burgess stated she would rather all members be present. Dretske made a motion to table discussion on both item 24 and 25 meeting time changes. Burgess seconded the motion. Motion passed on a voice vote.

Item #27 was the Appraiser Contract for 2023 (or 2023-25). Rutkowski presented on this item stating that we had not gotten any responses on the original RFP. After reaching out to several appraisers, we received one option and that was the Associated Appraisal Consultants. Erdmann made a motion to accept the contract with Associated Appraisal Consultants. Boeck seconded the motion. Motion passed on a voice vote.

Item 28 was a discussion on the Levy Referendum. Rutkowski informed the group the way the referendum process works and spoke on options the Council Members could or should consider. Discussion ensued – no action taken at this time.

Under Old Business, Boeck asked if on the next agenda, there could be an update on the Park by the Pool.

There was no New Business.

At 9pm Burgess made a motion to adjourn the meeting. Nigbor seconded the motion which carried on a voice vote.

CITY OF BERLIN

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***Check Summary Register©**

DECEMBER 31 2022

Name	Check Date	Check Amt	
11100 Cash in Bank m FNB			
67871 MIDWEST ART FAIRS	11/22/2022	(\$555.60)	2022 - OCTOBER - DIGITAL MEDIA
67876 ALCIVIA	12/7/2022	\$4,045.81	2022 - NOVEMBER - GAS READS
67877 AMAZON CAPITAL SERVICES, IN	12/7/2022	\$434.18	SUPPLIES FOR BERLIN EMS
67878 APCO INTL, INC	12/7/2022	\$100.00	2023 - MEMBERSHIP DUES - GARY V PODO
67879 BERLIN BOAT CLUB, INC.	12/7/2022	\$100.00	REFUND OF DEPOSIT FOR BOAT CLUB EV
67880 BERLIN JOURNAL NEWSPAPER	12/7/2022	\$1,000.00	SHOP LOCAL AD
67881 BREWER HEATING INC	12/7/2022	\$245.37	PRESSURE SWITCH VENT AT SENIOR CEN
67882 CHARTER COMMUNICATION	12/7/2022	\$521.06	2022 - NOVEMBER - PHONE SERVICE - CIT
67883 CHIER LAW OFFICE LLC	12/7/2022	\$454.70	246 E PARK AVE COPY/EMAIL/SCAN
67884 CHRISTENSEN, DOUGLAS A	12/7/2022	\$395.21	2022 - DECEMBER - HEALTH REIMBURSEM
67885 CVIKOTA COMPANY INC	12/7/2022	\$4,321.10	2022 - NOVEMBER COLLECTIONS - BERLIN
67886 EMC INSURANCE COMPANIES	12/7/2022	\$5,580.72	2022 - DECEMBER - GENERAL LIABILITY IN
67887 EXPERT TOWING AND RECOVE	12/7/2022	\$643.13	UNIT 79 TOWING
67888 GFL SOLID WASTE MIDWEST LL	12/7/2022	\$636.19	GARBAGE AND RECYCLE SERVICE - CITY
67889 GREEN LAKE COUNTY CLERK	12/7/2022	\$89.00	2022 - DOG LICENSE 09/02/22-12/02/22 - FIN
67890 HILGART, Caitlin	12/7/2022	\$26.25	TRAVEL TO WAUSHARA CO TO PICK UP 20
67891 ITU ABSORBTech, INC.	12/7/2022	\$93.01	2022 - NOVEMBER - UNIFORM SERVICE
67892 KUNKEL ENGINEERING GROUP	12/7/2022	\$2,479.70	2022 - OCTOBER - INSPECTION SERVICE
67893 MACQUEEN EQUIPMENT	12/7/2022	\$353.91	JACKET FOR DPW
67894 MORELAND, DAMIAN	12/7/2022	\$109.98	REIMBURSEMENT FOR EMS SWEATSHIRT
67895 MORTON SALT	12/7/2022	\$8,758.08	SALT FOR CITY STREETS
67896 MR VINYL GRAPHICS & APPARE	12/7/2022	\$844.45	UNIFORMS FOR EMS
67897 MUTUAL OF OMAHA	12/7/2022	\$1,040.25	2022 - OCTOBER -LIFE & ACCIDENT INSUR
67898 OSHKOSH OFFICE SYSTEMS	12/7/2022	\$205.27	2022 - DECEMBER - COPIES FOR 6111
67899 RIVERSIDE COFFEE COMPANY	12/7/2022	\$869.00	2ND DISBURSEMENT FROM TID FOR ROOF
67900 RUNNING INC. TRANSIT SERVIC	12/7/2022	\$37,629.20	2022 - NOVEMBER - SHARED RIDE TAXI
67901 SEAMAN, MIDGE	12/7/2022	\$11.88	PICK UP TAX BILLS AT GREEN LAKE CLER
67902 SECURIAN FINANCIAL GROUP	12/7/2022	\$803.73	2023 - JANUARY - LIFE INSURANCE DEDUC
67903 SPICK, ROBERT	12/7/2022	\$8.01	REIMBURSEMENT FOR EMS PURCHASE
67904 STREET CRUZERS	12/7/2022	\$100.00	REFUND OF SHELTER HOUSE RENTAL FO
67905 UNITED STATES POSTAL SERVI	12/7/2022	\$112.00	PO BOX SERVICE FEE - 6 MONTHS
67906 VIKING ELECTRIC SUPPLY	12/7/2022	\$35.00	LIGHTS FOR BERLIN LIBRARY
67907 WAYNE CONSULTANTS & MFG, I	12/7/2022	\$364.88	FORMULA #602
67908 WISCONSIN PROFESSIONAL PO	12/7/2022	\$297.50	2022 - DECEMBER POLICE UNION DUES
67910 MIDWEST TAPE	12/12/2022	\$555.60	2022 - OCTOBER - DIGITAL MEDIA
67911 ADVANTAGE POLICE SUPPLY IN	12/15/2022	\$29.18	MCDOWELL UNIFORM
67912 CORPORATE NTRWK SOLUTION	12/15/2022	\$1,750.00	EXTENDED SERVICE WARRANTY
67913 GARZA, MARIA TERESA	12/15/2022	\$144.08	TRANSLATION SERVICE
67914 MEYER, LUKE	12/15/2022	\$120.00	TRAVEL EXP DEFENSIVE TACTICS INTRUC
67915 SONDALLE FORD LINCOLN MER	12/15/2022	\$3,351.16	2019 FORD EXPL SERVICE
67916 THEDACARE LABORATORIES	12/15/2022	\$42.50	LEGAL BLOOD DRAW - 70144
67917 TOP PACK DEFENSE LLC	12/15/2022	\$177.98	CLOTHING ALLOWANCE FOR MCDOWELL
67918 WAUKESHA CTY TECHNICAL CO	12/15/2022	\$800.00	KNETZGER MATERIALS AND TUITION FOR
67919 ALADTEC, INC	12/16/2022	\$4,064.12	SCHEDULING SOFTWARE SUBSCRIPTION
67920 AMAZON CAPITAL SERVICES, IN	12/16/2022	\$26.88	EMS SUPPLIES
67921 APPLETON FINANCE DEPARTME	12/16/2022	\$482.25	2022 - DECEMBER - WEIGHTS AND MEASU
67922 BAYCOM INC	12/16/2022	\$814.00	TWO MINITOR VI PAGERS
67923 BERLIN JOURNAL NEWSPAPER	12/16/2022	\$811.25	40" AD BJ OCT 11&26
67924 BERLIN WATER & SEWER UTILI	12/16/2022	\$21,916.68	2022 - NOVEMBER - WATER & SEWER UTIL
67925 BOUND TREE MEDICAL, LLC	12/16/2022	\$1,325.48	MEDICAL SUPPLIES
67926 CEC	12/16/2022	\$375.00	2023 ANNUAL FIRE ALARM MONITORING CI
67927 CENTURYLINK	12/16/2022	\$7.50	2022 - NOVEMBER - LONG DISTANCE PHON
67928 CHARTER COMMUNICATION	12/16/2022	\$169.98	2022 - DECEMBER - SPECTRUM BUSINESS
67929 CHIER LAW OFFICE LLC	12/16/2022	\$2,217.83	2022 - ADMIN FEES SEPT-DEC

CITY OF BERLIN

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***Check Summary Register©**

DECEMBER 31 2022

	Name	Check Date	Check Amt	
67930	CONCENTRA MED COMPLIANCE	12/16/2022	\$180.00	DRUG SCREENS FOR NEW HIRES DARNIC
67931	CORPORATE NTRWK SOLUTION	12/16/2022	\$600.00	SONIC WALL SUPPORT EXTENDED WARRA
67932	CUMMINS SALES AND SERVICE	12/16/2022	\$941.59	INSPECTION W/LOAD BANK 12.5.22
67933	DTN, LLC	12/16/2022	\$492.00	2022 - DECEMBER - RADAR CONTROL
67934	FIRE INSPECTION SERVICES IN	12/16/2022	\$3,080.00	2022 - NOVEMBER - FIRE INSPECTIONS
67935	GREAT LAKES ROOFING	12/16/2022	\$21,666.67	Roof System per Scope of Work - down payme
67936	HEBBE, JAMES	12/16/2022	\$100.00	Refund for duplicate payment for ambulatory s
67937	INTERSTATE BATTERY	12/16/2022	\$152.95	BATTERY FOR DPW
67938	KUNKEL ENGINEERING GROUP	12/16/2022	\$1,223.75	2022 - OCTOBER - MISC ENGINEERING
67939	LEAGUE OF WI MUNICIPALITIES	12/16/2022	\$1,647.16	MEMBERSHIP RENEWAL DUES
67940	MACQUEEN EQUIPMENT	12/16/2022	\$1,617.52	POWER UNIT AND SHOP SUPPLIES
67941	MGD INDUSTRIAL CORP	12/16/2022	\$134.79	PARTS FOR DPW
67942	MORELAND, DAMIAN	12/16/2022	\$90.02	REIMBURSEMENT FOR WORK BOOTS
67943	MR VINYL GRAPHICS & APPARE	12/16/2022	\$85.00	CUSTOMIZED EMBROIDERY FOR EMS
67944	NORTHEAST ASPHALT INC	12/16/2022	\$524.21	3 MT 19MM
67945	PRINCETON UTILITIES	12/16/2022	\$154.96	UTILITIES FOR EMS HOUSE
67946	TASC	12/16/2022	\$64.00	COBRA HEALTH ELIGIBLE ADMIN FEE
67947	THEDACAR	12/16/2022	\$41.00	PRE-EMPLOYMENT DRUG SCREEN WAGN
67948	VIERBICHER ASSOCIATES	12/16/2022	\$2,185.00	ECONOMIC DEVELOPMENT PLAN
67949	vonBRIESEN & ROPER, s.c.	12/16/2022	\$126.00	MATTER 003161-00024
67950	WASTE MANAGEMENT	12/16/2022	\$25,363.80	2022 - NOVEMBER - RESIDENTIAL TRASH P
67951	WE ENERGIES	12/16/2022	\$127.55	2022 - NOVEMBER - ENERGY FOR EMS PRI
67952	WI DEPT OF TRANS BBS	12/16/2022	\$175.13	BERLIN HURON ST 0010 PRELIM
67953	ZOLL MEDICAL CORP	12/16/2022	\$2,924.95	MEDICAL SUPPLIES
67954	BAKER & TAYLOR	12/21/2022	\$1,285.92	3 CUSTOMER PLACEMENTS FOR BPL
67955	COMPLETE OFFICE OF WI	12/21/2022	\$609.62	PAPER FOR BPL
67956	LISA OBRIST	12/21/2022	\$502.50	2022 - NOVEMBER LIBRARY CLEANING
67957	MARTIN SYSTEMS, INC.	12/21/2022	\$817.50	FINAL 50% BILLING FOR QUOTE MSIQ4339
67958	MIDWEST TAPE	12/21/2022	\$412.64	2022 - NOVEMBER - DIGITAL AUDIO BOOKS
67959	OSHKOSH OFFICE SYSTEMS	12/21/2022	\$98.59	2022 - NOVEMBER - PHOTO COPIES BAW A
67960	OTA	12/21/2022	\$11.50	NAME TAG JILLEAN
67961	UNIQUE MANAGEMENT SERVIC	12/21/2022	\$69.90	2022 - NOVEMBER - PLACEMENTS
67962	WINNEFOX LIBRARY SERVICES	12/21/2022	\$55.37	2022 - NOVEMBER - UNIQUE MANAGEMENT
67963	WINNEFOX LIBRARY SYSTEM	12/21/2022	\$624.33	SUPPLY LIST OF SUPPLIES FROM DEMCO
67964	IDLEWILD HOLDINGS LLC	12/21/2022	\$12,100.00	2022 BUILDING IMPROVEMENT PROGRAM
	Total Checks		\$191,620.36	

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

WI Dr. Lic. #N074-166-295-911 (MN)

Individual's Full Name (please print) (last name) (first name) (middle name)	
Zietlow	Scott Paul
Home Address (street/route)	Post Office
1301 7th St. S.W.	Rochester
City	State
Rochester	MN
Zip Code	
55902	
Home Phone Number	Age
507-285-0074	65
Date of Birth	Place of Birth
12/14/1957	La Crosse, WI

The above named individual provides the following information as a person who is (check one):

- ☐ Applying for an alcohol beverage license as an **individual**.
- ☐ A member of a **partnership** which is making application for an alcohol beverage license.
- ☒ **Officer** of Kwik Trip, Inc.
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

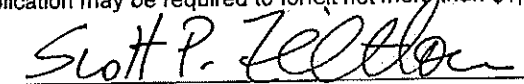
which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? NA, Minnesota resident.
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☒ Yes ☐ No
 If yes, identify. Officer of Kwik Trip, Inc. which holds multiple retail alcohol licenses.
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
 If yes, identify. _____
(Name of Wholesale Licensee or Permittee) (Address By City and County)
- Named individual must list in chronological order last two employers.

Employer's Name	Employed From	To
Kwik Trip, Inc.	1/1/2023	Present
Mayo Clinic	1984	2022

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


 (Signature of Named Individual)
 Scott P. Zietlow

City of Berlin TID # 15

Building Improvement Program Application

Applicant Information:

Name(s): Math Shubat

Phone # (cell): 479-283-7724 (home): 920-502-7013 (work):

Residential Address (street, city, state, zip): 328 W Larrabee Omaha NE 68123

Email: tbirdaircraft11c@aol.com

Business Information:

Business Name: Thiel Aircraft LLC

Business Address: 217 Broadway Berlin W. 541923

Business Phone #: 920-509-7013

Type of Business: Aircraft Parts Supplier

Check One: X Individual (LLC) Partnership _____ Corporation _____

Name of Partners/Corporate Officers: _____

Property Owner:☐ Check if the same as Applicant

Name(s): Math, Ava, Marilyn, Shubert

Phone # (cell): _____ (home): _____ (work): _____

Residential Address (street, city, state, zip): _____

Email: _____

Project Information:

Description of proposed project (attach photographs, quotes, project plans or drawings):

Update Heat/Air Conditioning To First &
Second Floor of Building

How does this project meet the purpose/mission of the Building Improvement Project:

Install Heat & Airconditioning To Second Floor
Using New Safer / More Efficient Units (
Add Airconditioning & First Floor

Estimated start date: ~~Mar 23~~ Jan 23 Estimated completion date: Feb 23

Project Budget:

Total Cost:

Total Cost requesting from building program:

Source of other funding:

Self

Applicant(s) signature(s):



Date:

.....For Office Use Only.....

Date received in Clerk's Office: _____

Received by: _____

Date of Next CC meeting: _____

Martens Heating & Cooling
421 N. Webster
Omro, WI 54963
+1 9208850111
contact@martensheating.com
www.martensheating.com



Estimate

ADDRESS

Mat Shubar
328 W. Larnabee St.
Omro, WI 54963

ESTIMATE # 2668
DATE 12/01/2022

ACTIVITY	QTY	RATE	AMOUNT
217 Broadway (2nd floor office area): Bryant 915SB30026E14 furnace -venting through roof -duct system -standard gages and registers -thermostat -gas piping to unit Not included: -electrical line voltage	1	6,787.00	6,787.00
Bryant 113ANA018 condenser Bryant CNFVP1814ALA evaporator coil -refrigerant line set -condenser pad Not included: -electrical line voltage	1	4,759.00	4,759.00
1st floor central air: Bryant 113ANA010 condenser Bryant CNFHP3017ALA evaporator coil -refrigerant line set -wall mount bracket Not included: -electrical line voltage	1	5,332.00	5,332.00
TOTAL			\$16,878.00

Accepted By

Accepted Date

The maximum Service charges allowed by law or 2% per month will be charged to your account. All charges will be assessed on all accounts with unpaid balances from 30 days upon completion of this project unless terms were negotiated before hand and in writing. Customer is responsible for all costs incurred for collection including lawyer fees, collection fees, and court costs.

Matt Schubat
217 Broadway Berlin, WI

All window prices are quoted installed by our full-time **employees who are lead safe certified by the state.** removal and disposal of your old windows. All windows are energy star rated, double pane, and our warm edge spacer and full screens.

dou

Your windows are all **White** inside and **White** out with **White** aluminum trim on exterior brickmoulding included. Unless otherwise noted.

[illegible]

I can only hold this price for 10 days from the date of this email. We take 25% down at signing and the rest at completion. We have financing available. Remember that our windows are engineered for WI and they have a transferable lifetime warranty.

Project Information:

Description of proposed project (attach photographs, project plans or drawings):

Repair Back
Portion of Building "Deck/Porch",
Replace All Streetside Second Floor
Windows With Original Size/Shape
& updated Insulating Qualities, Paint Trim as Needed

How does this project meet the purpose/mission of the Façade Improvement Project:

It will restore the building to its original
look, while improving Heating/Cooling
Efficiency, "Porch" will improve looks
& safety to the Mill Street Portion of
the building

Estimated start date: Mar 23 Estimated completion date: Jul 23

Project Budget:


Total Cost:

Total Cost requesting from façade program:

Source of other funding:

Self / Sweet Equity

Applicant(s) signature(s):



Date: Dec 18 22

.....For Office Use Only.....

Date received in Clerk's Office: _____

Received by: _____

Date of Next CC meeting: _____

Done

Sheets

2015

Qty.	Location
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I can only hold this price for 10 days from the date of this email. We take 25% down at signing and the rest at completion. We have financing available

Remember that our windows are engineered for WT and they have a transferable lifetime warranty.

**Corporate Office**

W194 N11095 Kleinmann Drive
Germantown, WI 53022
Phone 262.437.0600
Fax 262.437.0800
Toll Free 800.871.5151

www.greatlakesroofing.net

Invoice

Sold To:

City of Berlin
Attn: Peggy
PO Box 272
Berlin, WI 54923

Invoice Number:

A68434

Invoice Date:

12/30/22

Customer PO	Payment Terms	Sales Rep	
2022-7003	Installment	David Kaufman	
Description			
Site Location: City Hall, 108 N Capron St., Berlin, WI 54923			
12/30/2022 - Work completed per Scope and additional work requests for removing and disposing wet, modified roofing and building areas back up to original roof height and reinforcing decking.			
Contract Price \$65,000.00			
AWR \$17,610.82			
Contract Adjustment (\$2,868.00) Scope Change			
Final Job total: \$79,742.82			
Down Payments Received:			
10/26/2022 - check #67730 for \$21,666.66 - Thank you!			
12/19/2022 - check #67935 for \$21,666.67 - Thank you!			
Balance Due Upon Receipt \$36,409.49			

DUE UPON RECEIPT

There will be a 1.5% interest rate per month on all accounts paid after twenty (20) days. This is an APR of 18%. If an account remains unpaid for ninety (90) days, customer will be responsible for reasonable attorney's fees incurred in the collection of the outstanding balance.

Fixed Price	79,742.82
Invoice Total	79,742.82

Payments	43,333.33
Invoice Balance Due	36,409.49



Corporate Office
W194 N11095 Kleinmann Drive
Germantown, WI 53022
Phone 262.437.0600
Fax 262.437.0800
Toll Free 800.871.5151
www.greatlakesroofing.net

Invoice

Sold To:
City of Berlin
Attn: Peggy
PO Box 272
Berlin, WI 54923

Invoice Number:
A68767 - DP
Invoice Date:
12/29/22

Customer PO	Payment Terms	Sales Rep	Due Date
	Due Upon Receipt	David Kaufman	12/29/2022
Description			Amount
Site Location: 121 W. Park Ave, Berlin, WI 54923			
Roof System as per Scope of Work			
Contract Price: \$68500			
Down Payment now due as per contract terms			\$22,833.33
Money down for Library roof to hold the price for work to be done in the spring of 2023			

DUE

There will be a 1% interest rate per month on all accounts paid after thirty (30) days. This is an APR of 18%. If an account remains unpaid for ninety (90) days, customer will be responsible for reasonable attorney's fees incurred in the collection of the outstanding balance.

Subtotal	\$22,833.33
Sales Tax	
Total Invoice Amount	\$22,833.33
Payment/Credit Applied	
TOTAL	\$22,833.33

DATE: 12/08/2022

TO: Committee of The Whole

FROM: Scott Zabel

RE: Fire Station emergency generator

BACKGROUND: The emergency generator that is currently at the Fire Station is the old one that was used for City Hall. When the new generator was installed at City Hall in 2003 the old one was repurposed at the Fire Station. It worked fine for a short time but soon started to nickel and dime us with issues until finally becoming obsolete because replacement parts were not available for it. Emergency Management Director Gary Podoll and Fire Chief Bob Paugels voiced safety concerns when responding to calls during a power outage. Concerns such as using flash lights to navigate around the station, pulling overhead door cords to get emergency vehicles out of the station. The vehicles all have air compressor to truck connections to ensure they have full air for the brake systems so they can leave quickly. All of these factors definitely increase the response time during an outage. Staff solicited replacement quotes and received one from Cummins Sales and Service for \$17,575.45, this is for equipment and materials only. There will be additional costs associated with the install from our electrical contractor. We estimate that the complete job should not exceed \$25,000.

RECOMMENDATION: Discussion and action as appropriate.



November 9, 2022

Prepared by

Steve Buechler

cf543@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	Annunciator-panel mount with enclosure (RS485)	1
2	Service - startup & testing	1
3	Regulator-Natural Gas, 1 1/4"NPT Inlet/Outlet, 1500CFH, 25PSI	1
4	Exhaust Pipe Package-Side Inlet, 2.5" to 2.5"NPT	1
5	Battery-Wet, 12V, Group 34, 850CCA	1
6	Muffler, Residential-Side Inlet, End Outlet, 2.5"NPT	1
7	No Charge to site Freight	1
8	OTECA, OTEC Transfer Switch-Electronic Control: 125A OTEC125, Transfer Switch-Electronic Control, 125 Amp Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Poles - 3 (Solid Neutral) Frequency - 60 Hz System - Single Phase, 2 or 3 Wire Voltage - 240 Volts AC Genset Starting Battery - 12V DC PC40 Control Interface - Communications Network, MODBUS RTU Module Control Panel, Security Key Cover Relay - Elevator Signal Transfer Switch Warranty - 2 Year Comprehensive	1
9	C25N6, 25kW, 60Hz, Standby, Natural Gas/Propane Genset, 1800rpm engine U.S. EPA, Stationary Emergency Application C25N6; 25kW, 60Hz, Standby, Natural Gas/Propane Genset, 1800rpm engine Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable HCAI (formerly OSHPD) Seismic Pre-Approval Certification Cert - Seismic, IBC2000, IBC2003, IBC2006, IBC2009, IBC2011 Exciter/Reg - Torque Match Voltage - 120/240, 1 Phase, 3 Wire Alternator - 60Hz, 4L, 240/120V, 1 Phase, 120C, 40C Ambient Alternator Heater, 120 Volt AC Enclosure-None Enclosure Color-None Larger Battery Rack Skidbase - Housing Ready Control Mounting - Right Facing PowerCommand 1.1 Controller Gauge - Oil Pressure Warning - Low Fuel Gas Pressure Stop Switch - Emergency Relays - Auxiliary, Qty 2, 25A - 15V DC/10A - 30V DC Control Display Language - English	1



Load Connection - Single Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL Right CB-None Engine Governor - Electronic, Isochronous Single Gas Fuel - NG or LP Vapor Engine Starter - 12 Volt DC Motor Exhaust Connector - NPT Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Warning - Low Coolant Level Extension - Coolant Drain Duct Adaptor - Radiator Outlet Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient Engine Oil Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Extension - Oil Drain	
--	--

TOTAL: \$ 17,575.45

Quote value does not include any tax.

EXCEPTIONS AND CLARIFICATIONS:

The Following services are

Not Included

, unless specifically listed in pricing above:

Off Loading of All Equipment from shipping partners is not included. (NOTE: Check all equipment at time of shipments for any freight damage before release and delivery signoffs. Cummins will not be held accountable for freight damages from uninspected equipment drop-offs..

Freight on larger, Custom Enclosed projects will be Pre-paid and Added

(Due to the fluctuation in fuel prices and freight carriers not able to hold pricing quote beyond 30 days)

Storage and Weather Protection of ALL Equipment on site
Cranes and or Lifts as required
Concrete Pads and Platform or Structure(s), unless listed
Pinning and securing of all equipment to mounting surfaces
Crash Protection for all equipment, including fuel tanks
Removal or Installation cost(s) of all equipment
Roof structures or special mounting

HVAC or Ductwork, including Building penetrations and Louvers on indoor gensets
Wiring or Temp Controls of Automatic Building or Recirc Louvers
All mechanical exhaust piping, mounting of piping, and insulation of this piping
Wall Thimbles and building penetrations, unless listed above

Natural Gas or LP Gas Fuel Piping runs to generator (gas units)



Gas Regulators, unless listed in BOM above
LP Vapor Main Fuel Bulk Tanks
Gas Utility Service Costs

Cords and Plugs or special distribution connections on portable gensets, unless listed

Breakers and/or Fused Disconnects ahead of Transfer Switch(s), unless listed above
Installation and wiring of all ATS(s), MTS(s), or Gen Docking Stations (GDS)
Project site Selective Coordination Studies, and correct breaker protections
Infrared and NETA Testing

NOTES:

Proposal is for equipment only, offloading, rigging, and installation by others.
Fuel and permits, unless listed above, is not included.
Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others
Coordination Study not provided.

LEAD TIME:

26-35 weeks after approvals.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Tony Schmidt, Sales Representative
ld636@cummins.com
+1 9209150559

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.

PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

WARRANTY PROCEDURE



Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

LIMITATIONS ON WARRANTIES THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

INDEMNITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

LIMITATION OF LIABILITY NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or advice, written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

PRICING

To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach

of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

COMPLIANCE

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

☐ Check if this Agreement pertains to government work or facilities

To: Common Council

Date: January 6, 2023

RE: Levy Referendum Resolution

From: City Administrator

“Under state law, the increase in the levy of the City of Berlin for the tax to be imposed for the next fiscal year, 2024, is limited to 0.480%, which results in a levy of \$2,111,176. Shall the City of Berlin be allowed to exceed this limit and increase the levy for the next fiscal year, 2024, for the purpose of maintaining police and fire department services and paying for critical street maintenance, by a total of 11.842%, which results in a levy of \$2,361,176, and on an ongoing basis, include the increase of \$250,000 for each fiscal year going forward?”



RESOLUTION #23-01

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN
TO EXCEED THE STATE IMPOSED LEVY LIMIT

WHEREAS, the State of Wisconsin has imposed limits on town, village, city and county tax levies under Wis. Stat. sec. 66.0602; and

WHEREAS, the Wis. Stat. sec. 66.0602 limits the increase in fiscal year 2024 to the local property tax levy to no more than the greater of (a) 0% of last year's actual levy or (b) a percentage equal to the percentage change in equalized value due to net new construction less improvements removed; which for the City of Berlin is estimated to be 0.480%; and

WHEREAS, the Common Council of the City of Berlin, Green Lake & Waushara Counties believes it is in the City's best interest to exceed the state levy limit as described above by a greater percentage than 0.480% for the purpose of maintaining police and fire department services and paying for critical street maintenance.

The Common Council of the City of Berlin directs that the question of increasing the city tax levy for 2023 (to be collected in 2024) by 11.842 percent, which would increase the city levy by \$250,000 over the past year's levy, for a city tax levy of \$2,361,176, the increase to be used for the purpose of maintaining police and fire department services and paying for critical street maintenance shall be submitted to the electors in a special referendum election to be held on Tuesday, April 4th, 2023.

PASSED, ADOPTED, AND APPROVED, this ____ day of _____ 20__.

Roll Call Vote:

____ Ayes
____ Nays
____ Absent

CITY OF BERLIN

Joel Bruessel, Mayor

Approved as to form:

Attest:

City Attorney

Sara Rutkowski, City Clerk