

COMMON COUNCIL MEETING AGENDA
TUESDAY, FEBRUARY 14TH, 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 January 10th Common Council Meeting. RECOMMENDATION: Approve the minutes.
7. 3rd Quarter Shared Taxi Report. RECOMMENDATION: Receive and place on file.
8. Weights & Measures 3rd Quarter Report. RECOMMENDATION: Receive and place on file.
9. Bills List. RECOMMENDATION: Approve the list of bills for payment.
10. Safeguard Property RECOMMENDATION: Accept recommendation from Committee of the Whole to approve staff applying for site closure of Safeguard Property.
11. Parking Request from Farmer's & Merchant's Bank RECOMMENDATION: Accept recommendation from Committee of the Whole to place Handicap Parking Stall on Southeast corner of North Pearl Street.

END OF CONSENT AGENDA

12. Resolution Authorizing the Issuance and Sale of a \$518,000 General Obligation Promissory Note. RECOMMENDATION: Approve Resolution #23-02 Authorizing the Issuance and Sale of a \$518,000 General Obligation Promissory Note.
13. TID Building Improvement & Façade Improvement Application from Tbird Aircraft, LLC. RECOMMENDATION: Listen to presentation with discussion and action as appropriate.
14. 107 W Huron Raze & Repair Property. RECOMMENDATION: Listen to presentation with action as appropriate.
15. Ordinance #01-23 Uncontrolled Intersection RECOMMENDATION: Approve Ordinance #01-23 to Install Stop Signs at Various Currently Uncontrolled or Partially Controlled Intersections.
16. North Industrial Park Discussion. RECOMMENDATION: Discussion and action as appropriate.
17. Communication Bids for Levy Referendum 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 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 -- OFFICE OF THE TREASURER

CITY TREASURER REPORT PERIOD ENDING 01/31/2023

#REF!

#REF!

FUNDS	BEGINNING BALANCE	ADJ/ VOIDS	RECEIPTS (Deposits)	DISBURSEMENTS (total)	OUTSTANDING CHECKS	BANK BALANCE	INVESTMENTS	TOTAL w/ INVESTMENTS	
GENERAL CITY	\$ 1,729,055.81	\$ -	\$ 4,466,707.82	\$ (3,172,317.63)	\$ 35,392.85	\$ 3,058,838.85	\$ 3,100,000.00	\$ 6,158,838.85	10-11300
TAX COLLECTION ACCOUNT	\$ 291.36		\$ 2,513,522.28	\$ (20.73)	\$ -	\$ 2,513,792.92	\$ -	\$ 2,513,792.92	FNB100028
CAPITAL PROJECT BORROWING									FNB131924
EMS ACCOUNT	\$ 222,458.19		\$ 44,448.34	\$ (35.00)		\$ 266,872.53	\$ -	\$ 266,872.53	*2193
WATER & SEWER CHECKING	\$ 880,704.40		\$ 554,621.87	\$ (179,197.40)	\$ 39,322.97	\$ 1,289,451.84	\$ 1,289,451.84	\$ 1,289,451.84	
SEWER EQUIP REPLACEMENT FUND	\$ 12,473.23		\$ 1.64			\$ 12,474.87	\$ 1,255,000.00	\$ 1,267,474.87	61-11362
WATER UTILITY							\$ 3,655,235.65	\$ 3,655,235.65	62-11361
SEWER UTILITY							\$ 1,232,578.22	\$ 1,232,578.22	61-11361
TOTAL OF ALL FUNDS	\$ 2,844,982.99	\$ -	\$ 7,579,302.96	\$ (3,351,570.76)	\$ 68,715.82	\$ 7,141,431.01	\$ 9,242,813.87	\$ 16,384,244.88	

SUBMITTED BY: Caitlin Hilgart, DEPUTY CLERK

January 31, 2023							
Month-End Balance to Bank Statement							
	General City	Capital Project Bonding	EMS Account	Utility	Tax	ERE	SEWER B&I
City's Beginning Balance	1,729,055.81	244,689.29	222,458.19	880,704.40	2,512,713.68	12,473.23	-
Deposits	4,466,707.82	34.41	44,449.34	554,621.87	2,247,159.79	1.64	-
Deposit In Transit							
Payroll	(184,059.07)			(24,068.51)	(5,817.84)		0.00
AP Payables	(2,755,779.37)			(133,125.24)			0.00
Other Payments	(232,479.19)	0.00	(35.00)	(21,973.65)	(4,300,115.56)	-	0.00
TOTAL PAYMENTS	(3,172,317.63)	0.00	(35.00)	(179,197.40)	(4,305,933.40)	-	0.00
Outstanding Checks:							
Misc/Bank Error							
Voided Check							
Payroll	2,507.65						0.00
AP	32,885.20			33,322.97	136.28		0.00
TOTAL OUTSTANDING CHECKS	35,392.85	-		33,322.97	196.28		
Balance	3,058,838.85	244,723.70	266,872.53	1,289,451.84	454,136.35	12,474.87	-
Ending Bank Balance	3,058,838.85	244,723.70	266,872.53	1,289,451.84	454,136.35	12,474.87	-
					0.00		
ST OF WIS TRANSPORTATION 2022	9,492.57						
ST OF WIS TRANSPORTATION 2022	62,329.59						
FUNDS TRANSFER FROM TAXES	4,300,000.00						
GRANT TRANSFER	25,241.56						
Merchant Bankcard police			28,078.10				
EZ DEPOSIT/TRIP DEPOSIT							
Refund service charge					0.06		
Monthly City Deposits	57,175.77			182,060.40	2,246,314.65		
St of WI Clean water wire transfer				315,020.00			
Merchant Bankcard deposit	880.00						
Customer ACH pmis				31,827.13			
Point & Pay				25,560.49			
310 MSC	874.00						
NGSACH CLAIM PAYMENTS	10,237.88		16,371.24			845.03	
Tfr Between Accounts	4.00						
Accrued Checking Acct. Interest	472.65	34.41		153.85		1.64	0.00
	4,466,707.82	34.41	44,449.34	554,621.87	2,247,159.79	1.64	-
Payments:							
Federal Payroll Tax Payments(I/R)	79,145.12						
WI Payroll Tax Payments	12,341.04						
Northshore	670.00						
Great West/Wells Fargo	3,119.92						
WI TAX PAYMENT	250.05						
RET HEALTH	700.90						
MARLIN BANK	1,023.19						
Merchant Bankcard police							
Service Charge-stop Payment				167.55			
Direct Deposit Service Fee (ACH)	10.00		35.00	4.00			
Retainer	7,600.00						
Health Premium	44,644.16						
Returned checks				41.94	115.56		
WRS Employee Trust Fund	40,071.28						
OLSON COBRA	1,606.03						
SCHRY PAYMENT TRANSFER	824.35						
SCHRY OVERPAYMENT	20.73				4,300,000.00		
Fund Tfr							
Credit Card Payment-Elan US Bank	10,545.46			850.11			
EMC INSURANCE CO INSURANCE							
DELTA DENTAL	1,654.15						
Positive Pay	30.00						
Health Savings Act EMPLOYER	3,218.75			875.00			
Health Savings Act EMPLOYEE	4,574.76						
Alliant-Credit Card Payment	18,059.10			20035.05			
US Cellular	809.57						
LUMENCENTURY/INK SPEEDPAY	1,580.63						
	232,479.19		35.00	21,973.65	4,300,115.56	-	-

CITY OF BERLIN									
PAYROLL FOR JANUARY - 2023									
Net Payroll									
PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY	EMS				
1/6/2023	1	General City	47,592.68			46433.09 ACH Transfer			
1/6/2023	1.01	Fireman 4 Quarter 2022	4,794.18			4609.14 ACH Transfer			
1/6/2023	1	Utility		11,730.24					
1/6/2023	1	EMS			40066.6				
1/20/2023	2	General City	53,954.82						
1/20/2023	2	Utility		12,368.27					
1/20/2023	2	EMS			37650.79				
		TOTAL MONTHLY PAYROLL	\$106,341.68	\$24,098.51	\$77,717.39				

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	1/6/2023	1.01	Fireman 4 Quarter 2022	4,794.18			4609.14	ACH Transfer		
	1/6/2023	1	Utility		11,730.24					
	1/6/2023	1	EMS			40086.6				
	1/20/2023	2	General City	53,954.82						
	1/20/2023	2	Utility		12,368.27					
	1/20/2023	2	EMS			37650.79				
			TOTAL MONTHLY PAYROLL	\$106,341.68	\$24,098.51	\$77,717.39				

CITY OF BERLIN BUILDING REPORT January 2023

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	0	\$0.00	\$0.00
Multi-Family Residence				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Residential Alteration	1	\$14,825.00	\$30.00	1	\$14,825.00	\$30.00	4	\$59,642.00	\$415.00
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	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	0	\$0.00	\$0.00
Commercial Alteration	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Commercial Addition	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Signs	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Miscellaneous	1	\$5,000.00	\$50.00	1	\$5,000.00	\$50.00	2	\$0.00	\$60.00
Demolition	0		\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
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	\$19,825.00	\$80.00	2	\$19,825.00	\$80.00	6	\$59,642.00	\$475.00
				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Commercial Plan Approval				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Plumbing Permits	1	\$8,000.00	\$168.00	1	\$8,000.00	\$168.00	3	\$7,143.00	\$155.00
Electrical Permits	2	\$6,000.00	\$90.00	2	\$6,000.00	\$90.00	3	\$20,252.00	\$151.91
Heating Permits	2	\$12,053.00	\$100.00	2	\$12,053.00	\$100.00	1	\$129,500.00	\$910.00
				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Total Permit Fees	7	\$45,878.00	\$438.00	7	\$45,878.00	\$438.00	13	\$216,537.00	\$1,691.91

CITY OF BERLIN
COMMON COUNCIL MEETING MINUTES
Tuesday, January 10th, 2023 AT 7:00 pm
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

Mayor Bruessel called the January 10, 2023 Common Council meeting to order at 7:00 pm. Roll Call present: Ald Boeck, Dretske, Erdmann, Nigbor, and Stobbe. Absent: Burgess. Staff present: Sara Rutkowski, Tim Ludolph, Scott Zabel, Gary Podoll, and Caitlin Hilgart.

There were no virtual attendees.

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 for the City Clerk, Treasurer and Building Inspector; 6) Approve the minutes from December 13th, 2022 Common Council meeting and 7) Approve the list of bills. 8) Approve Alliant Easement Request for burying Fiber Optic Cable at 730 N Wisconsin ST Property, and 9) Accepting recommendations from the Committee of the Whole to approve the purchase of additional camera for the pool using ARPA Funds. Erdmann asked for item #6 (six) be removed from the Consent Agenda. Erdmann made a motion to accept the Consent Agenda minus #6 (six) as presented. Dretske seconded the motion and it passed on a roll call vote of 5 (five) ayes and 1 (one) Absent.

The Mayor brought back item #6 that was removed from the Consent Agenda, the approval of the December 13th, 2022 Common Council Meeting Minutes. Erdmann suggested changes to the minutes. Erdmann made a motion to accept the minutes as corrected. Dretske seconded the motion that passed on a voice vote.

Item 10 on the agenda was a presentation from Vierbicher on the Housing and Economic Development Plan. There was discussion held on the presentation. Boeck made a motion to pass the Housing and Economic Development strategy plan. Nigbor seconded the motion and it passed on a voice vote.

Next on the agenda was Kwik Trip, Inc Class "A" Retail License and Class "A" Intoxication License Change of Officers. Nigbor made a motion to approve the Auxiliary Questionnaire Alcohol Beverage License application to change the officer for Kwik Trip, Inc dba Kwik Trip #777 to Scott Paul Zietlow. Dretske seconded the motion that which passed on a voice vote.

Item # 12 was TID Building Improvement & Façade Improvement Application from Tbird Aircraft, LLC. The Owner of the property was not able to be present so the item was moved to next month's agenda.

Item # 13 was the 107 W Huron Raze & Repair Property. There was an update given by the property owner on the progress being made.

Next on the agenda was City Hall Roof Repair. Zabel spoke about the additional cost and the extra work that had to be done to the roof once Great Lakes Roofing started the job and found additional areas of concern. Erdmann made a motion to approve additional ARPA Funds to cover the City Hall Roof Repair. Stobbe seconded the motion which carried a voice vote to be passed.

Zabel also spoke concerning a request to use ARPA Funds for the Library Roof Repair. Great Lakes Roofing is looking for a 1/3 of the cost down to secure the contract. The Library Board Trust agreed to

pay half of the of the roof repair cost. Stobbe made a motion to approve the 1/3 down payment and in total paying fifty percent of the total roof cost from ARPA Funds. Erdmann seconded the motion and passed on a voice vote.

Item number #16 was a request from APRA Funds for the Fire Station Generator. Zabel and Podoll presented the age of the current generator and the important need for a new one. Erdmann stated that the operation of the fire station is one of the most important functions to the community. Erdmann made a motion to approve the funds for the Fire Station Generator. Dretske seconded the motion which carried a voice vote to be passed.

Item # 17 was the Levy Referendum Resolution #23-01. There was discussion held. Rutkowski asked that the Resolution be passed with the agreement of any minor changes from the DOR be allowed to be made. Nigbor made a motion to accept the recommendation from the Committee of the Whole to approve Resolution #23-01 Exceed the Sate Imposed Levy Limit. Stobbe seconded the motion that passed on a roll call vote of 4(four) Ayes, 1(one) Nay (Dretske), and 1(one) absent (Burgess). Council also voiced consent for staff to get quotes on helping educate the public as to why we are asking for the referendum.

Last on the agenda was the Longcroft Park Playground update. Zabel stated that he believes there is a lack of man power hours and knowledge to assemble the playground equipment in a timely manner. Stobbe made a motion to approve the use of ARPA Funds for the playground assembly and for staff to contact Lee Recreation to get a quote and get on the schedule to install the playground equipment. Dretske seconded the motion that passed on a voice vote.

Under New Business, Dretske asked for the North Industrial Park to be placed on next month's agenda. Dretske also requested possible budget cuts to be placed on the agenda for next month, which was declined by the Mayor.

At 8.08pm Stobbe made a motion to adjourn the meeting. Nigbor seconded the motion which carried on a voice vote.

Caillin Hilgart, Deputy Clerk

City of Berlin Taxi Operations – 4th Quarter Statistics Report

Reporting Period

Year	Period	Status	Completed	Statement
2022	4	Review Pending	<input checked="" type="checkbox"/>	I certify that the cash disbursements shown have been made for the period indicated and that payment is due and has not been previously requested. Checking the report as complete will disable your ability to make edits to the data entered. Please only check this box if you are certain you have no remaining changes to make.

Passenger Trips

Passenger Trips

5020.00

Agency Fare Trips

185.00

Total Trips (Passenger Trips + Agency Fare)

5,205

Vehicle Miles

Vehicle Miles

16447.00

Vehicle Hours

Vehicle Hours

1971.84

Revenue

Passenger Revenue:

10530.00

Agency Fare Revenue:

5100.00

Other Revenue

Total Revenue

\$15,630.00

Safety

Number of Reportable Events:

0.00

Total Number of Injuries:

0.00

Total Number of Fatalities:

0.00

Total

\$0.00

Expenses

Service Hours:

1971.84

Hourly Rate:

34.06

Administrative Costs:

Total Expense:

Contra Expense:

1.00

Net Expenses

\$51,529.87

Other

Gallons of Fuel (total)

1395.10

Quarterly Expenses Report

[Print](#)

Reporting Period

Year Period Status Completed

Statement

2022 4 Review
Pending

I certify that the cash disbursements shown have been made for the period indicated and that payment is due and has not been previously requested.

Checking the report as complete will disable your ability to make edits to the data entered. Please only check this box if you are certain you have no remaining changes to make.

Operating Budget Report

Budget Project: City of Berlin - 2022 - Operating

Revenues

Expenses

Line Number	Line Item Name	Budget	Remaining Balance	Actual	YTD
400 - Passenger Fares					
401.01	FULL ADULT FARES	\$11,000.00	(\$1,147.00)	\$2,596.00	\$12,147.00
401.02	Senior Fare	\$15,000.00	\$2,928.00	\$2,891.00	\$12,072.00
401.03	OTHER REDUCED FARES (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
401.04	Child Fares (include comment)	\$5,500.00	(\$1,776.00)	\$2,507.00	\$7,276.00
401.05	Individual With a Disability Rider Fares	\$7,000.00	(\$5,192.00)	\$2,535.00	\$12,192.00
401.99	Other Primary Ride Fares (i.e. Agency Fares)	\$0.00	(\$14,820.00)	\$5,100.00	\$14,820.00

Group Total \$38,500.00 (\$20,007.00) \$15,629.00 \$58,507.00

403 - School Bus Service Revenue

403.01	Passenger Fares from School Bus Service	\$0.00	\$0.00	\$0.00	\$0.00
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Line Number	Line Item Name	Budget	Remaining Balance	Actual	YTD
	Group Total	\$0.00	\$0.00	\$0.00	\$0.00
404 - Freight Tariffs					
404.01	Package Delivery Revenue	\$0.00	\$0.00	\$0.00	\$0.00
	Group Total	\$0.00	\$0.00	\$0.00	\$0.00
405 - Charter Service Revenue					
405.01	Revenue from Charter Contracts	\$0.00	\$0.00	\$0.00	\$0.00
	Group Total	\$0.00	\$0.00	\$0.00	\$0.00
406 - Auxiliary Transportation Revenues					
406.01	Station Concessions	\$0.00	\$0.00	\$0.00	\$0.00
406.02	Vehicle Concessions	\$0.00	\$0.00	\$0.00	\$0.00
406.03	Advertising Services Revenue	\$0.00	\$0.00	\$0.00	\$0.00
406.04	Automotive Vehicle Ferriage	\$0.00	\$0.00	\$0.00	\$0.00
406.99	Auxiliary Transportation Revenues (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
	Group Total	\$0.00	\$0.00	\$0.00	\$0.00
407 - Non-Transportation Revenues					
407.01	SALE OF MAINTENANCE SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
407.02	Rental of Revenue Vehicles	\$0.00	\$0.00	\$0.00	\$0.00
407.03	RENTAL OF BUILDINGS & OTHER PROPERTY	\$0.00	\$0.00	\$0.00	\$0.00
407.04	INVESTMENT INCOME	\$0.00	\$0.00	\$0.00	\$0.00
407.99	Other Non-Transportation	\$0.00	\$0.00	\$0.00	\$0.00
	Group Total	\$0.00	\$0.00	\$0.00	\$0.00
450 - Other Revenue					
450.01	WETAP Projects	\$0.00	\$0.00	\$0.00	\$0.00
450.02	CMAQ Projects	\$0.00	\$0.00	\$0.00	\$0.00

Line Number	Line Item Name	Budget	Remaining Balance	Actual	YTD
	Group Total	\$0.00	\$0.00	\$0.00	\$0.00
	Total	\$38,500.00	(\$20,007.00)	\$15,629.00	\$58,507.00

[Print](#)

Quarterly Expenses Report

[Print](#)

Reporting Period

Year Period Status Completed

Statement

2022 4 Review
Pending ☒

I certify that the cash disbursements shown have been made for the period indicated and that payment is due and has not been previously requested. Checking the report as complete will disable your ability to make edits to the data entered. Please only check this box if you are certain you have no remaining changes to make.

Operating Budget Report

Budget Project: City of Berlin - 2022 - Operating

Revenues

Expenses

Line Number	Line Item Name	Budget	Remaining Balance	Actual	YTD
501 - Salaries & Wages					
501.01.000	OPERATORS SALARIES AND WAGES	\$0.00	\$0.00	\$0.00	\$0.00
501.02.000	OTHER SALARIES AND WAGES	\$0.00	\$0.00	\$0.00	\$0.00
	Group Total	\$0.00	\$0.00	\$0.00	\$0.00
502 - Fringe Benefits					
502.01.000	FICA	\$0.00	\$0.00	\$0.00	\$0.00
502.02.000	Pension	\$0.00	\$0.00	\$0.00	\$0.00
502.03.000	Medical	\$0.00	\$0.00	\$0.00	\$0.00
502.04.000	Dental	\$0.00	\$0.00	\$0.00	\$0.00
502.05.000	Life Insurance	\$0.00	\$0.00	\$0.00	\$0.00
502.06.000	Short-Term Disability	\$0.00	\$0.00	\$0.00	\$0.00
502.07.000	Unemployment	\$0.00	\$0.00	\$0.00	\$0.00
502.08.000	Workmen's Compensation	\$0.00	\$0.00	\$0.00	\$0.00
502.09.000	Sick Leave	\$0.00	\$0.00	\$0.00	\$0.00
502.10.000	Holiday Pay	\$0.00	\$0.00	\$0.00	\$0.00
502.11.000	Vacation Pay	\$0.00	\$0.00	\$0.00	\$0.00

Line Number	Line Item Name	Budget	Remaining Balance	Actual	YTD
502.12.000	Other Paid Absences (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
502.13.000	Uniform Allowance	\$0.00	\$0.00	\$0.00	\$0.00
502.14.000	Other Benefits (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
Group Total		\$0.00	\$0.00	\$0.00	\$0.00
503 - Services					
503.01.000	MANAGEMENT SERVICE FEES	\$0.00	\$0.00	\$0.00	\$0.00
503.02.000	ADVERTISING FEES	\$0.00	\$0.00	\$0.00	\$0.00
503.03.000	PROFESSIONAL AND TECHNICAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
503.04.000	TEMPORARY HELP	\$0.00	\$0.00	\$0.00	\$0.00
503.05.000	CONTRACT MAINTENANCE SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
503.06.000	CUSTODIAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
503.08.000	City Administrative Fee	\$0.00	\$0.00	\$0.00	\$0.00
503.09.000	JARC - Revolving Loan Funds	\$0.00	\$0.00	\$0.00	\$0.00
503.99.000	OTHER SERVICES (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
Group Total		\$0.00	\$0.00	\$0.00	\$0.00
504 - Materials & Supplies					
504.01.000	FUEL AND LUBRICANTS	\$0.00	\$0.00	\$0.00	\$0.00
504.01.001	Gasoline	\$0.00	\$0.00	\$0.00	\$0.00
504.01.002	Diesel Fuel	\$0.00	\$0.00	\$0.00	\$0.00
504.01.003	Oil	\$0.00	\$0.00	\$0.00	\$0.00
504.01.004	Lubricant	\$0.00	\$0.00	\$0.00	\$0.00
504.02.000	TIRES AND TUBES	\$0.00	\$0.00	\$0.00	\$0.00
504.99.000	OTHER MATERIALS AND SUPPLIES (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
504.99.001	Vehicle Parts (replacement of existing items only)	\$0.00	\$0.00	\$0.00	\$0.00
504.99.002	Postage/Office	\$0.00	\$0.00	\$0.00	\$0.00
504.99.003	Building + Shop	\$0.00	\$0.00	\$0.00	\$0.00
504.99.004	Office Furniture	\$0.00	\$0.00	\$0.00	\$0.00
504.99.005	Other Supplies (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
Group Total		\$0.00	\$0.00	\$0.00	\$0.00

Line Number	Line Item Name	Budget	Remaining Balance	Actual	YTD
505 - Utilities					
505.02.000	UTILITIES & OTHER THAN PROPULSION POWER	\$0.00	\$0.00	\$0.00	\$0.00
505.02.001	Telephone	\$0.00	\$0.00	\$0.00	\$0.00
505.02.002	Electric	\$0.00	\$0.00	\$0.00	\$0.00
505.02.003	Gas	\$0.00	\$0.00	\$0.00	\$0.00
505.02.004	Oil	\$0.00	\$0.00	\$0.00	\$0.00
505.02.005	Water	\$0.00	\$0.00	\$0.00	\$0.00
505.02.006	Sewer	\$0.00	\$0.00	\$0.00	\$0.00
505.02.007	Other Utilities (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
	Group Total	\$0.00	\$0.00	\$0.00	\$0.00
506 - Casualty & Liability					
506.01.000	PREMIUMS FOR PHYSICAL DAMAGE INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00
506.02.000	RECOVERIES OF PHYSICAL DAMAGE LOSSES	\$0.00	\$0.00	\$0.00	\$0.00
506.03.000	PREMIUMS FOR PUBLIC LIABILITY AND PHYSICAL DAMAGE INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00
506.04.000	Uninsured PL/PD Payout	\$0.00	\$0.00	\$0.00	\$0.00
506.05.000	Uninsured PL/PD Provision	\$0.00	\$0.00	\$0.00	\$0.00
506.06.000	Insured PL/PD Payouts	\$0.00	\$0.00	\$0.00	\$0.00
506.07.000	PL/PD Recoveries	\$0.00	\$0.00	\$0.00	\$0.00
506.08.000	PREMIUMS FOR OTHER CORPORATE INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00
506.09.000	OTHER CORPORATE LOSSES (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
506.10.000	RECOVERIES OF OTHER CORPORATE LOSSES (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
	Group Total	\$0.00	\$0.00	\$0.00	\$0.00
507 - Taxes					
507.03.000	PROPERTY TAX	\$0.00	\$0.00	\$0.00	\$0.00
507.04.000	VEHICLE LICENSING AND REGISTRATION FEES	\$0.00	\$0.00	\$0.00	\$0.00
507.05.000	FUEL AND LUBRICANT TAXES	\$0.00	\$0.00	\$0.00	\$0.00
507.99.000	OTHER TAXES (include comment)	\$0.00	\$0.00	\$0.00	\$0.00

Line Number	Line Item Name	Budget	Remaining Balance	Actual	YTD
Group Total		\$0.00	\$0.00	\$0.00	\$0.00
508 - Purchased Transportation					
508.01.000	Purchase Transportation Services (excluding ADA paratransit)	\$297,650.00	(\$0.35)	\$67,160.87	\$297,650.35
508.01.001	Purchased ADA Paratransit	\$0.00	\$0.00	\$0.00	\$0.00
508.01.002	Non-ADA Paratransit	\$0.00	\$0.00	\$0.00	\$0.00
508.02.003	Other Purchased Transportation (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
Group Total		\$297,650.00	(\$0.35)	\$67,160.87	\$297,650.35
509 - Miscellaneous Expenses					
509.01.000	DUES AND SUBSCRIPTIONS	\$0.00	\$0.00	\$0.00	\$0.00
509.02.000	TRAVEL AND MEETINGS	\$0.00	\$0.00	\$0.00	\$0.00
509.08.000	ADVERTISING/PROMOTION MEDIA (PRINTING)	\$0.00	\$0.00	\$0.00	\$0.00
509.99.000	OTHER MISC EXPENSE (include comment)	\$5,000.00	\$5,000.00	\$0.00	\$0.00
Group Total		\$5,000.00	\$5,000.00	\$0.00	\$0.00
512 - Leases & Rental					
512.02.000	Passenger Stations	\$0.00	\$0.00	\$0.00	\$0.00
512.04.000	PASSENGER REVENUE VEHICLES	\$0.00	\$0.00	\$0.00	\$0.00
512.05.000	SERVICE VEHICLES	\$0.00	\$0.00	\$0.00	\$0.00
512.06.000	Operation Yards/Stations	\$0.00	\$0.00	\$0.00	\$0.00
512.07.000	ENGINE HOUSES, CAR SHOP GARAGES	\$0.00	\$0.00	\$0.00	\$0.00
512.10.000	Data Processing Facilities	\$0.00	\$0.00	\$0.00	\$0.00
512.11.000	Revenue Collection/Processing Facilities	\$0.00	\$0.00	\$0.00	\$0.00
512.12.000	OTHER GENERAL ADMINISTRATION FACILITIES (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
Group Total		\$0.00	\$0.00	\$0.00	\$0.00

Line Number	Line Item Name	Budget	Remaining Balance	Actual	YTD
999 - Contra Expenses					
999.01.000	Package Delivery	\$100.00	\$96.00	\$1.00	\$4.00
999.02.000	WETAP	\$0.00	\$0.00	\$0.00	\$0.00
999.03.000	CMAQ	\$0.00	\$0.00	\$0.00	\$0.00
999.04.000	Chapter 85.205 Paratransit	\$0.00	\$0.00	\$0.00	\$0.00
999.05.000	Other (include comment)	\$0.00	\$0.00	\$0.00	\$0.00
Group Total		\$100.00	\$96.00	\$1.00	\$4.00
Operating Expenses \$302,650.00 \$4,999.65 \$67,160.87 \$297,650.35					
Less Contra Expenses		\$100.00	\$96.00	\$1.00	\$4.00
Total Expenses \$302,550.00 \$4,903.65 \$67,159.87 \$297,646.35					

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Establishments Inspected

Food and convenience stores, restaurants bakery and candy stores, dairy plants and stores, drug stores, hardware stores, variety stores, gas stations, salvage and recyclers, pet shops, and garden centers, industrial manufacturing plants, concrete and asphalt plants

Total number inspected

Quarter	Year to Date	Last Year to Date
16	51	52

On October 3-4, 2022, Weights & Measures staff represented Berlin and the East Central Weights & Measures Consortium by attending the annual fall conference in Appleton, WI. The conference was administered by the Wisconsin Weights and Measures Association and the National Conference for Weights and Measures. A variety of topics were discussed during this year's training including Electronic Vehicle (EV) Testing and the future of EV vehicles."

Total Inspected 4th Quarter:	8	Total Not In Compliance 4th Quarter:	0
Total Inspected YTD:	200	Total Not In Compliance YTD:	23
Total Inspected LYTD:	203	Total Not In Compliance LYTD:	0

Equipment and Devices Examined

	Inspected		Number Not in Compliance	
	Year to Date	Last Year to Date	Quarter to Date	Year to Last Year to Date
Scales and Balances	8	70	0	0
Measures (Includes gas pumps and fuel oil truck meters)	0	130	0	23
Weights	0	0	0	0

Commodity Report

	Quarter	Year to Date	Last Year to Date
Total Units of Product Investigated	6067	20377	14332
Random Sample Size	674	2304	1702
Total Products/Units Found Short Weight	177	376	152
Total Products/Units Found Mislabeled	250	250	0

Price Scanning Inspections

	Quarter	Year to Date	Last Year to Date
Number of Inspections	5	18	18
Number of Items Scanned	125	600	575
Pricing Errors Found	1	4	16

Total Received 4th Quarter:	0	Total Violations 4th Quarter:	0
Total Received YTD:	4	Total Violations YTD:	0
Total Received LYTD:	2	Total Violations LYTD:	0

Consumer Complaints

	Number Received		Number of Violations Found	
	Year	Last Year	Year	Last Year
	Quarter	to Date	Quarter	to Date
Foods	0	0	0	0
Liquid Foods	0	0	0	0
Non-food Products	0	0	0	0
Heating Oil and LP Gas	0	0	0	0
Firewood	0	0	0	0
Gas Station Pumps	0	1	2	0
Gas Station Service Console	0	0	0	0
Gas Station Price Signage	0	0	0	0
Gas Station Gasoline Quality	0	2	0	0
Scales: food	0	0	0	0
Scales: scap metal	0	0	0	0
Scales: other	0	0	0	0
Scanning	0	1	0	0
Trade Practices	0	0	0	0
Advertising	0	0	0	0
Going Out of Business Sales	0	0	0	0

CITY OF BERLIN

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Checks 67992-68089

Name	Check Date	Check Amt	
11100 Cash in Bank m FNB			
67992 ASCAP	1/6/2023	\$420.00	2023 LICENSE FEE
67993 ASSOCIATED APPRAISAL CONS	1/6/2023	\$1,916.63	2023 - JANUARY - PROFESSIONAL SERVIC
67994 CHARTER COMMUNICATION	1/6/2023	\$520.52	2023 - JANUARY - INTERENET SERVICE AT
67995 CONVERGENT SOLUTIONS, INC	1/6/2023	\$350.00	2023 - ECS 1 YEAR SUPPORT
67996 CORPORATE NTRWK SOLUTION	1/6/2023	\$840.00	DUO D-100 HARDWARE TOKENS
67997 EMC INSURANCE COMPANIES	1/6/2023	\$21,195.50	2023 - JANUARY - GENERAL LIABILITY INSU
67998 FINISHLINE STUDIOS	1/6/2023	\$220.00	2023 - SSL CERTIFICATE FOR CITY WEBSIT
67999 GCS SOFTWARE	1/6/2023	\$341.25	MUNI PROPERTY TAX COLLECTIONS 01/23-
68000 GFL SOLID WASTE MIDWEST LL	1/6/2023	\$524.99	2023 - JANUARY - TRASH/RECYCLE AT CIT
68001 GREEN LAKE AREA ANIMAL SHE	1/6/2023	\$1,250.00	2023 - DONATION TO ANIMAL SHELTER
68002 MUTUAL OF OMAHA	1/6/2023	\$356.35	2023 - JANUARY - LIFE/AD&D/VOL ACCIDEN
68003 POMP'S TIRE SERVICE, INC.	1/6/2023	\$2,031.50	TIRES/PARTS/SERVICE FOR DPW
68004 WISCONSIN PROFESSIONAL PO	1/6/2023	\$301.00	2023 - JANUARY - POLICE UNION DUES - LE
68005 BERLIN AREA SCHOOL DISTRIC	1/9/2023	\$1,037,378.03	2023 - JANUARY 2022 TAX SETTLEMENT
68006 GREEN LAKE COUNTY TREASU	1/9/2023	\$676,401.38	2023 - JANUARY 2022 TAX SETTLEMENT
68007 MORAIN PARK TECHNICAL CO	1/9/2023	\$54,899.75	2023 - JANUARY 2022 TAX SETTLEMENT
68008 WAUSHARA CO TREASURER	1/9/2023	\$16,113.30	2023 - JANUARY 2022 TAX SETTLEMENT
68009 ADVANTAGE POLICE SUPPLY IN	1/10/2023	\$1,138.00	CUSTOM BUILD NOAH KNETZGER
68010 BAYCOM INC	1/10/2023	\$85.90	STANDARD CHARGER KIT
68011 CHIER LAW OFFICE LLC	1/10/2023	\$505.00	SECRETARIAL /OVERHEAD FEE - DECEMB
68012 CITY OF GREEN LAKE	1/10/2023	\$108.49	GREEN LAKE TV INTERNET SERVICE EMS
68013 CORPORATE NTRWK SOLUTION	1/10/2023	\$2,505.00	PLUGABLE TECHNOLOGIES
68014 CUSTOMER SERVICE INFORMA	1/10/2023	\$550.00	ANNUAL POLICY UPDATE UPDATED FOR C
68015 DREXEL BUILDING SUPPLY, INC.	1/10/2023	\$159.42	SQUARE "G2" GRAVEL
68016 HEARTLAND ENVIRONMENTAL	1/10/2023	\$360.34	Paper products
68017 HUMPHREY SERVICE PARTS, IN	1/10/2023	\$113.52	AIR FILTERS FOR DPW
68018 JON LUNDT ELECTRIC, INC	1/10/2023	\$166.99	SERVICE AT BERLIN AQUATIC CENTER
68019 KITZ & PFEIL HARDWARE, INC	1/10/2023	\$44.98	ENGINE OIL
68020 MACQUEEN EQUIPMENT	1/10/2023	\$33,135.00	JAWS OF LIFE
68021 OSHKOSH FIRE & POLICE EQUIP	1/10/2023	\$4,100.00	RIT-PAK ASSY CARRYING BAG WITH SHOU
68022 PRINCETON UTILITIES	1/10/2023	\$143.01	PRINCETON WATER & ELECTRIC
68023 RETZLAFF, RANDY & REBECCA	1/10/2023	\$335.00	CANCELLATION OF RESERVATION FOR SH
68024 RIDGE STONE PRODUCTS, INC	1/10/2023	\$680.97	Limestone and snow removal
68025 RUNNING INC. TRANSIT SERVIC	1/10/2023	\$13,901.67	2022 - DECEMBER - SHARED RIDE TAXI
68026 SAFE RESTRAINTS, INC.	1/10/2023	\$2,988.12	2 WRAP RESTRAINTS W/ HELMUTS
68027 SCHMIDT, ALEX	1/10/2023	\$96.00	INTERVIEW/INTERROGATION TRAINING
68028 SONDALLE FORD LINCOLN MER	1/10/2023	\$1,616.13	REPLACE WASHER FLUID LINE
68029 THEDACARE LABORATORIES	1/10/2023	\$170.00	VENIPUNCTURE FOR LEGAL BLOOD 71043,
68030 UBS FINANCIAL SERVICES INC	1/10/2023	\$4,415.50	2022 SERVICE AWARDS BFD
68031 WAUKESHA CTY TECHNICAL CO	1/10/2023	\$465.00	INTERVIEW & INTERROGATION CLASS FO
68032 WI DIV OF ENERGY,	1/13/2023	\$5,000.00	MICROENTERPRISE GRANT REPAYMENT T
68033 BAKER & TAYLOR	1/20/2023	\$1,424.79	6 UNITS FOR CUSTOMERS
68034 ENVISIONWARE, INC	1/20/2023	\$381.15	1 YEAR SOFTWARE MAINTENANCE WM-SS
68035 J. F. AHERN COMPANY	1/20/2023	\$515.77	ANNUAL FIRE EXTINGUISHER CONTRACT
68036 LISA OBRIST	1/20/2023	\$427.50	2022 - DECEMBER - LIBRARY CLEANING
68037 MARTIN SYSTEMS, INC.	1/20/2023	\$14.40	ADDITIONAL MONITORY FEES DUE TO UP
68038 MIDWEST TAPE	1/20/2023	\$403.80	2022 - DECEMBER - DIGITAL MEDIA
68039 OSHKOSH OFFICE SYSTEMS	1/20/2023	\$83.16	COPIES FOR 7293
68040 Otis Elevator Company	1/20/2023	\$877.40	2022 - LIBRARY ELEVATOR CONTRACT ADJ
68041 SUPERIOR CHEMICAL CORP	1/20/2023	\$155.85	GERMICIDE FOAM CLEANER
68042 UNIQUE MANAGEMENT SERVIC	1/20/2023	\$34.95	12-21 PLACEMENTS
68043 WINNEFOX LIBRARY SERVICES	1/20/2023	\$750.00	BERLIN WALS TECH RESERVE
68044 WINNEFOX LIBRARY SYSTEM	1/20/2023	\$3,022.94	BERLIN WCTS DEPOSIT ACCOUNT
68045 ADVANCED TIRES LLC	1/23/2023	\$507.80	SET OF TIRES FOR THE SENIOR CENTER

CITY OF BERLIN

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Checks 67992-68089

Name	Check Date	Check Amt	
68046	APPAREL ART EMBROIDERY, LL	1/23/2023	\$346.00 SAFETY SHIRTS
68047	BERLIN JOURNAL NEWSPAPER	1/23/2023	\$420.00 DEC 13 COUNCIL MINUTES
68048	BERLIN WATER & SEWER UTILI	1/23/2023	\$22,054.60 2022 - DECEMBER - Water & Sewer Fees
68049	BIGNELL'S POWERSPORTS	1/23/2023	\$122.12 OIL FILTERS AND AIR FILTERS
68050	CHIER LAW OFFICE LLC	1/23/2023	\$196.05 2022 - DECEMBER - MUNICIPAL COURT ACT
68051	CONCENTRA MED COMPLIANCE	1/23/2023	\$180.00 PRE EMPLOYMENT SCREENING - WAGNER
68052	J. F. AHERN COMPANY	1/23/2023	\$159.81 FIRE EQUIPMENT INSPECTION - BERLIN SE
68053	KUNKEL ENGINEERING GROUP	1/23/2023	\$7,518.00 2022 - WATER LATERAL REPLACEMENT
68054	SONDALLE FORD LINCOLN MER	1/23/2023	\$21.45 MAINTENANCE ON 2008 CHEVROLET UPLA
68055	TASC	1/23/2023	\$64.00 COBRA ADMIN FEE - BERLIN EMS
68056	VIERBICHER ASSOCIATES	1/23/2023	\$2,200.00 ECONOMIC DEVELOPMENT PLAN
68057	WASTE MANAGEMENT	1/23/2023	\$25,363.80 2022 - DECEMBER - RESIDENTIAL GARBAG
68058	WE ENERGIES	1/23/2023	\$127.55 PRINCETON EMS GAS SERVICE
68059	ZOLL MEDICAL CORP	1/23/2023	\$2,316.57 AUTOPULSE CHARGER
68060	APPLETON FINANCE DEPARTME	1/23/2023	\$483.25 2022 - JANUARY - WEIGHTS AND MEASURE
68061	ASSOCIATED BANK GREEN BAY	1/23/2023	\$521,836.25 ADMINISTRATIVE FEES
68062	AUGUST WINTER & SONS, INC.	1/23/2023	\$26,560.50 REPLACE BOILER
68063	BERLIN JOURNAL NEWSPAPER	1/23/2023	\$222.00 Election Envelopes (1 box each of inner and ou
68064	Brightspeed	1/23/2023	\$579.34 2023 - JANUARY - TELEPHONE SERVICE
68065	CENTURYLINK	1/23/2023	\$66.00 2023 - ANNUAL LONG DISTANCE PHONE S
68066	CHARTER COMMUNICATION	1/23/2023	\$169.98 2023 - SPECTRUM BUSINES 13 STATIC IPS
68067	CHIER LAW OFFICE LLC	1/23/2023	\$258.70 2023 - JANUARY - MUNICIPAL COURT ACTI
68068	CONVERGENT SOLUTIONS, INC	1/23/2023	\$342.70 LABOR HOURS PER CONTRACT
68069	CORPORATE NTRWK SOLUTION	1/23/2023	\$12,000.00 CONTRACT SUPPORT BLOCK - 100 HOURS
68070	CULLIGAN WATER	1/23/2023	\$215.93 SOLAR SALT DELIVERY
68071	DMA-NGWI-CFM-RM	1/23/2023	\$708.00 2023 - ARMORY RENTAL FOR SPRING PRIM
68072	DEWHURST, DOUG	1/23/2023	\$45.35 SHIPPING FOR 2 ICE RESCUE SUITS FOR R
68073	GREAT LAKES ROOFING	1/23/2023	\$59,242.82 WORK COMPLETE PER SCOPE AND ADDL
68074	HEARTLAND ENVIRONMENTAL	1/23/2023	\$1,950.65 SUPPLIES FOR CAMPGROUNDS
68075	HOLIDAY OUTDOOR DECOR	1/23/2023	\$309.99 INCANDESCENT LAMP C7 TRANSPARENT-
68076	MGD INDUSTRIAL CORP	1/23/2023	\$130.29 PARTS FOR DPW
68077	MID-AMERICAN RESEARCH CHE	1/23/2023	\$1,606.50 SUPPLIES FOR PARKS
68078	OLSON TRAILER & BODY, LLC	1/23/2023	\$859.93 10 - HOLE SHOCK PL
68079	PAUGELS, CONNER	1/23/2023	\$500.00 2022 - SCHOLARSHIP RECIPIENT - BERLIN
68080	PLANTZ, DENNIS W	1/23/2023	\$251.76 2023 - JANUARY - RETIREE HEALTH INSUR
68081	POMP'S TIRE SERVICE, INC.	1/23/2023	\$702.00 TIRES FOR DPW
68082	QUINN, R D PLUMBING	1/23/2023	\$493.35 CHICAGO FLUSH VALVE FOR BERLIN SENI
68083	SECURIAN FINANCIAL GROUP	1/23/2023	\$771.38 2022 - FEBRUARY - BASIC GENERAL CITY
68084	SIGMA ENVIRONMENTAL SERVI	1/23/2023	\$288.75 ENVIRONMENTAL CONSULTING SERVICES
68085	TAPCO SAFE TRAVELS	1/23/2023	\$3,141.24 50 STOP SIGNS
68086	THEDACARE AT WORK	1/23/2023	\$416.50 EAP CONTRACT
68087	VIKING ELECTRIC SUPPLY	1/23/2023	\$1,929.01 FRZ ATDR10
68088	WASC	1/23/2023	\$65.00 RENEWAL APPLICATION FOR BERLIN SENI
68089	WI MUNICIPAL CLERKS ASSN	1/23/2023	\$65.00 MEMBERSHIP DUES FOR SARA RUTKOWS
Total Checks			\$2,593,745.87

RESOLUTION NO. 23-02

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF A \$518,000 GENERAL OBLIGATION PROMISSORY NOTE

WHEREAS, the Common Council of the City of Berlin, Green Lake and Waushara Counties, Wisconsin (the "City") hereby finds and determines that it is necessary, desirable and in the best interest of the City to raise funds for public purposes, including paying the cost of road projects (the "Project");

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

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

WHEREAS, it is the finding of the Common Council that it is necessary, desirable and in the best interest of the City to sell such a general obligation promissory note (the "Note" or "Notes") to _____ (the "Purchaser"), pursuant to the terms and conditions of the term sheet attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Authorization and Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of FIVE HUNDRED EIGHTEEN THOUSAND DOLLARS (\$518,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. To evidence the obligation of the City, the Mayor and City Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the City, the Notes aggregating the principal amount of FIVE HUNDRED EIGHTEEN THOUSAND DOLLARS (\$518,000) (the "Notes") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated a "General Obligation Promissory Note"; shall be issued in the aggregate principal amount of \$518,000; shall be dated March 1, 2023; shall be in the denomination of \$1,000 or any integral multiple in excess thereof; shall be numbered R-1; and shall bear interest at the rate per annum and shall be payable in installments of principal due on March 1 of each year, in the years and principal amounts as set forth on the Proposal. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2024. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Note is subject to redemption prior to maturity, at the option of the City, on September 1, 2023 or on any date thereafter, in whole or in part, and if in part from principal installments selected by the City and within each installment by lot, in integral multiples of \$1,000, at the principal amount thereof, plus accrued interest to the date of redemption. Before the redemption of the Notes, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the Purchaser or registered owner of the Notes, at the address shown on the registration books.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2023 through 2032 for the payments due in the years 2024 through 2033 in the amounts set forth on the Schedule.

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

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Note, dated March 1, 2023" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the

City above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

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

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects

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

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

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

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Associated Trust Company, National Association, Green Bay, Wisconsin, which is hereby appointed as the City's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin Statutes (the "Fiscal Agent"). The City hereby authorizes the

Mayor and City Clerk or other appropriate officers of the City to enter into a Fiscal Agency Agreement between the City and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

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

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

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

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of principal of and interest on the Notes on any payment date (except the last) shall be made to the registered owners of the Notes as they appear on the registration book of the City at the close of business on the Record Date. The final installment of principal of and interest on the Notes shall be payable upon presentation and surrender of the Notes at the office of the Fiscal Agent.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.]

Section 16. Continuing Disclosure. The continuing disclosure requirements of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule") are not applicable to the Notes because the Notes are a primary offering of less than \$1,000,000.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded February 14, 2023.

Joel Bruessel
Mayor

ATTEST:

Sara Rutkowski
City Clerk

(SEAL)

EXHIBIT A

Term Sheet

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

EXHIBIT C

(Form of Note)

NUMBER UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
GREEN LAKE AND WAUSHARA COUNTIES
CITY OF BERLIN
R-1 GENERAL OBLIGATION PROMISSORY NOTE \$ _____

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

March 1, 2033 March 1, 2023 % []

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS (\$)

FOR VALUE RECEIVED, the City of Berlin, Green Lake and Waushara Counties, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the registered owner identified above (or to registered assigns), the principal amount identified above, in installments of principal due on the dates and in the amounts set forth on Schedule A attached hereto, and to pay interest thereon at the rate of interest per annum identified above until such principal amount is fully repaid, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States by Associated Trust Company, National Association, Green Bay, Wisconsin, or its successor (the "Fiscal Agent"), on behalf of the City.

Payment of each installment of principal and interest on this Note (except the last) shall be made to the registered owner hereof who shall appear on the registration books of the City maintained by the Fiscal Agent at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date") and shall be paid by check or draft of the City mailed to such registered owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the Fiscal Agent. The final installment of principal of and interest on this Note shall be payable upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is issued by the City pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purposes, including paying the cost of road projects, as authorized by a resolution adopted on February 14, 2023. Said resolution is recorded in the official minutes of the Common Council for said date.

The Notes are subject to redemption prior to maturity, at the option of the City, on September 1, 2023 or on any date thereafter. The Notes are redeemable as a whole or in part, and if in part, in integral multiples of \$1,000, at the principal amount thereof, plus accrued interest to the date of redemption.

Before the redemption of any of the Notes, unless waived by the registered owner, the City shall give notice of such redemption by registered or certified mail at least thirty (30) days prior to the date fixed for redemption to the registered owner of each Note to be redeemed, in whole or in part, at the address shown on the registration books. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date, provided that federal or other immediately available funds sufficient for such redemption are on deposit with the registered owner at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

The Notes are issued in registered form in the denomination of \$1,000 or any integral multiple in excess thereof. This Note may be exchanged at the office of the Fiscal Agent for a like aggregate principal amount of Notes of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The City and Fiscal Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the City shall not be affected by notice to the contrary.

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

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

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

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

CITY OF BERLIN
GREEN LAKE AND WAUSHARA COUNTIES,
WISCONSIN

By: _____
Joel Bruessel
Mayor

(SEAL)

By: _____
Sara Rutkowski
City Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Registered Owner)

(Authorized Officer)

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

*The Internal Revenue Code of 1986 (IRC Section 149) requires that for interest on a municipal obligation with a term greater than one year to be exempt from federal income tax, the obligation must be issued and remain in registered form.

If this Note is to be assigned, the Fiscal Agent should be notified and a copy of this Assignment should be sent to the Fiscal Agent for its records.

SCHEDULE A

Principal Installments

(See Attached)

DRAFT

To: Common Council

Date: February 9, 2023

RE: TID Façade and Building Improvement Program

From: City Administrator

We have received one application for the TID Building Improvement Program. They have not listed an amount for their request, even when prompted by staff.

In 2022, Council agreed to pay out \$98,757.85 to seven applicants of the programs.

The estimated TID balance is \$156,848.16. We haven't received confirmation from the DOR as to what the TID increment for 2023 will be, the TID increment in 2022 was \$46,424.60.

City of Berlin TID # 15

Building Improvement Program Application

Applicant Information:

Name(s): Matt 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: Third Aircraft LLC

Business Address: 217 Broadway Berlin W. 54923

Business Phone #: 928-589-7213

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 Schubert

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
325 W. Lenzbee 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 grilles 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 113ANA030 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 of 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.

Qty.	Location	Regular Price	Sale Price	Extended Sale Price
7	single hung windows			0
4	transoms			0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
	the sale price includes:			0
	\$400 off sale			0
	\$150 quantity discount			0
	\$90 discounts for repeat customers, yard sign, no credit card			0
				0
11	total number of windows	Total of all your sale prices:		18,500 all taxes are

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.

RECEIVED

Project Information:

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

Portion of Building "Deck/Porch", Repair Back
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: _____

Matti Schaubert

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.

double s



2015

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.

Raze and Repair Orders/ Nuisance Complaints

Address of Property: 107 W Huron St.

Property Owner Name: Israel Barraza

Basic Information:

Parcel Number:	206-01758-0000
Assessed Property Value:	\$74,600.00
Est. Fair Market Value	\$95,900.00
Occupancy?	No, Two Apartments and one Retail Space
Taxes paid?	No, 2021 has \$ 2,197.74 owed
Construction in Progress?	TBD

Neighbor complaints:

- On July 2016 Initial complaint to Community Development Director with report of extensive water damage to the interior of the property.
- November-December 2021 numerous complaints to Planning and Development Director from neighbors.

Current contact with Owner:

- On April 26 2022 the new owner contacted the Planning and Development Director to discuss permitting.
- It was stated on July 1st 2022, Israel Barraza intends to have the building secure and safe as soon as possible; to facilitate a desirable income generating apartment and have a second phase for the interior alterations needed to allow the storefront to be developed.
- As of July 1st 2022 Santiago Barraza stated to PDD they expect to be able to address the walls, flooring, ceilings and porch within the next year, with time and scope depending on how the re-roofing goes. These could be within the next year, and hopefully sooner.
- On July 25th 2022 both the Planning and Development Director then Building Inspector spoke with Santiago Barraza- the only reliable owner contact, to schedule the monthly inspection and communicate the need for a permit for the entirety of the 12-31-21 inspection required repairs. This resulted in no permission for access and no planned additional permit and/or amendment to the roofing permit.
- The owner stated to Council on 8/9/22 the roof is priority before working on any other places in the building. They have a contract ready to go for the windows in the back room. Expected completion time was 3.5 weeks.
- On September 7th 2022 the PDD called Santiago Barraza to discuss any updates. Santiago stated the sealing of the roof to mitigate future damage has been completed and he intends to follow up this with structural work, repair of the back porch including windows, electrical and heat with forthcoming permit (s).
- As of October 10th 2022 Santiago Barraza stated they are in the process of delivering the parts to install new drywall, flooring, ceilings, and windows this week. If all goes well, the work on these should commence over the next month with priority given to the windows and shoring of the back porch. The water infiltration of the roof has been mitigated with PVC tubing.

Extent of repairs needed vs completed (outside visibility vs inside):

- On all respective inspections below the Building Inspector communicated the necessity of repairing the structure and rear roof portion as well as removing the back porch.
- As of December 2022, the majority of the work completed within the last year has been clean-up of the debris inside the building. The work on the rear roof has not really started, with only an attempt to patch up drainage into a pvc drain being performed. There is still water infiltrating the structure from the roof through the basement in this back portion. They have ordered flooring, drywall, and windows to install

in order to seal up the building, though the rear will take having a stable structure before any more weight should go onto it.

- Santiago has been in discussions with the Planning and Development Director though did not show up on Thursday, December 8th when he was to discuss potential grants and the general strategy.

Inspections:

- April 30 2021 the Building Inspector performed a complete inspection and drafted the progress report.
- July 28 2021 the Building Inspector performed an inspection finding no progress.
- November-December 2021 Planning and Development Director performed exterior inspections.
- On December 31 2021 the Building Inspector executed the special inspection and examined the entirety of the structure.
- A full inspection is scheduled for November 2nd 2022 at 10:30 A.M.
- A full inspection took place on November 9th at 10:30 AM. The owner's cousin was there to discuss the issues and hear the recommendations of the Building Inspector.

Permits pulled:

- On June 15th 2022 a permit was pulled for the installation of the rubber roof for the area of issue on the property, to result in the completion of a water-tight and structurally sound roof.
- Santiago Barraza has stated the remainder of the work on the 12-31-21 report will have a follow up permit pulled, depending on how the roof replacement goes, as this could reveal issues they may not know about yet.
- Roofing permit slated to expire 6/15/2023

Council Motions:

- From 2016-2018 Council motioned to ultimately record a raze order until agreeing to dismiss the raze order in March of 2018. Council had asked for periodic updates including October 2018 and January 2019.
- On December 7th 2021 COW instructed staff to do what it takes to get access for an inspection.
- On December 14th 2021 Council motioned to issue citations upon witnessing public nuisances.
- On January 11th 2022 Council updated their motion to recommend daily citations.
- On June 14, 2022 Council motioned to give 107 W Huron St until the next committee of the whole meeting to pull a permit as well as give a timeline to Common Council.
- On July 5th 2022 COW motioned to have the building inspector track the progress completed based off the last building inspection report as of 12/31/2021 at 107 W Huron St and have a written report presented once a month at common council meetings going forwarded.
- On August 9th 2022 Council made a motion that the owners report on any progress made to Council at next month's Council meeting. Added keeping open communication with Council is important.

Additional Relevant Information:

- Ramon Valez-Aleman sold the property around April 2020 before completing repairs. He had health issues and reached an impasse with fixing the property.
- Ramon Valez-Aleman had expressed interest in buying back the property multiple times between April 2020 and April 2022.
- On April 19th 2022 Green Lake County received a quit claim deed with Israel Barraza as the recipient of 107 W Huron.
- As of May 6th 2022, there has not been a permit pulled for the work to be done at this property.
- Permit #22-83-06B pulled on May 15th 2022 for Installation of Rubber Roof.
- February 3rd 2023 Ramon Valez-Aleman came to City Hall to discuss the potential acquisition of this property.

AN ORDINANCE TO INSTALL STOP SIGNS AT VARIOUS CURRENTLY UNCONTROLLED
OR PARTIALLY CONTROLLED INTERSECTIONS

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

Sec. 7-391 of the Code of Ordinances shall be amended as follows:

Sec. 70-391. - Stop intersections.

Motor vehicle operators within the city shall be required to stop at the following street intersections:

...

- (35) At the intersection of East Cumberland Street and Sacramento Street, traffic traveling on East Cumberland Street must stop before entering Sacramento Street.
- (36) At the intersection of East Cumberland Street and Center Street, traffic traveling on East Cumberland Street must stop before entering Center Street.
- (37) At the intersection of North Adams Street and East Moore Street, traffic traveling on North Adams Street must stop before entering East Moore Street.
- (38) At the intersection of North State Street and East Moore Street, traffic traveling on North State Street must stop before entering East Moore Street.
- (39) At the intersection of North Swetting Street and East Moore Street, traffic traveling on North Swetting Street must stop before entering East Moore Street.
- (40) At the intersection of Sumner Street and East Moore Street, traffic traveling on Sumner Street must stop before entering East Moore Street, and traffic traveling eastbound on East Moore Street must stop before entering Sumner Street.
- (41) At the intersection of Bates Street and East Moore Street, traffic traveling on Bates Street must stop before entering East Moore Street, and traffic traveling westbound on East Moore Street must stop before entering Bates Street.
- (42) At the intersection of Sumner Street and East Park Avenue, traffic traveling on Sumner Street must stop before entering East Park Avenue.
- (43) At the intersection of North Swetting Street and East Park Avenue, traffic traveling on East Park Avenue must stop before entering North Swetting Street.

- (44) At the intersection of Greeley Street and East Moore Street, traffic traveling on Greeley Street must stop before entering East Moore Street.
- (45) At the intersection of East Noyes Street and Center Street, traffic traveling on East Noyes Street must stop before entering Center Street.
- (46) At the intersection of East Moore Street and Center Street, traffic traveling on East Moore Street must stop before entering Center Street.
- (47) At the intersection of East Liberty Street and Center Street, traffic traveling on East Liberty Street must stop before entering Center Street.
- (48) At the intersection of East Berlin Street and Center Street, traffic traveling on East Berlin Street must stop before entering Center Street.
- (49) At the intersection of Leffert Street and Ripon Road, traffic traveling on Leffert Street must stop before entering Ripon Road.
- (50) At the intersection of June Street and Ripon Road, traffic traveling on June Street must stop before entering Ripon Road.
- (51) At the intersection of South Wisconsin Street and Union Street, traffic traveling on South Wisconsin Street must stop before entering Union Street.
- (52) At the intersection of South Adams Street and Union Street, traffic traveling on South Adams Street must stop before entering Union Street.
- (53) At the intersection of South Washington Street and Canal Street, traffic traveling on Canal Street must stop before entering South Washington Street.
- (54) At the intersection of South Brooklyn Street and Canal Street, traffic traveling on South Brooklyn Street must stop before entering Canal Street.
- (55) At the intersection of Forest Street and South Grove Street, traffic traveling on South Grove Street must stop before entering Forest Street.
- (56) At the intersection of Forest Street and Mound Street, traffic traveling on Forest Street must stop before entering Mound Street.
- (57) At the intersection of Forest Street and South Washington Street, traffic traveling on Forest Street must stop before entering South Washington Street.
- (58) At the intersection of North West Cumberland Street and Jasmine Drive, traffic traveling on Jasmine Drive must stop before entering North West Cumberland Street.

- (59) At the intersection of Jackson Street and Seward Street, traffic traveling on Seward Street must stop before entering Jackson Street.
- (60) At the intersection of Jackson Street and Lafayette Street, traffic traveling on Lafayette Street must stop before entering Jackson Street.
- (61) At the intersection of Jackson Street and Webster Street, traffic traveling on Jackson Street must stop before entering Webster Street.
- (62) At the intersection of Webster Street and North Kossuth Street, traffic traveling on Webster Street must stop before entering North Kossuth Street.
- (63) At the intersection of Smith Street and Webster Street, traffic traveling on Webster Street must stop before entering Smith Street.
- (64) At the intersection of West Noyes Street and North Capron Street, traffic traveling on West Noyes Street must stop before entering North Capron Street.
- (65) At the intersection of West Moore Street and Frontier Street, traffic traveling on West Moore Street must stop before entering Frontier Street.
- (66) At the intersection of West Noyes Street and Frontier Street, traffic traveling on West Noyes Street must stop before entering Frontier Street.
- (67) At the intersection of West Noyes Street and Water Street, traffic traveling on West Noyes Street must stop before entering Water Street.
- (68) At the intersection of West Berlin Street and Frontier Street, traffic traveling on Frontier Street must stop before entering West Berlin Street.
- (69) At the intersection of North Hunter Street and Seward Street, traffic traveling on Seward Street must stop before entering North Hunter Street.

The Superintendent of Streets is directed and authorized to change and/or install official traffic signs at such intersections accordingly.

This ordinance shall take effect the day after publication.

The numeric section numbers and headings of any portions of the Code of Ordinances affected by this Ordinance shall be subject to modification in the discretion of the codifier, and the approval of the City Attorney, during codification into the City's current Code of Ordinances.

Passed, approved and adopted this 14th day of February 2023.

ROLL CALL VOTE:

CITY OF BERLIN

_____ AYES

BY:

Joel E. Bruessel,
Mayor

_____ NAYS

_____ ABSENT

APPROVED AS TO FORM:

ATTEST:

Sara L. Rutkowski,
City Administrator/City Clerk

Matthew G. Chier,
City Attorney

DRAFT 1-31-2023

To: Common Council

Date: 02-09-2023

From: City Administrator

RE: Levy Referendum Communication Bids

I have reached out to numerous communication and financial companies that offer levy referendum assistance. We have received bids from the following three:

1) Robert W. Baird & Co. They are a financial firm that is currently assisting us with our Municipal Bonds to fund Lafayette Street's Road Project. They are offering assistance in stakeholder messaging, reviewing city-created communication tools and attendance at up to three public informational meetings to be background support on financial related questions. Their agreement is strict in that is all they will be able to offer. Baird's bid is \$6,500. They do have experience with this but are more on the financial side of the discussion.

2) Karl James & Company LLC. They are a communications consultation firm. They are offering assistance in assisting the city in developing stakeholder messaging, reviewing city created communication tools, attending up to three public informational meetings, observing meetings and help clarify topics through additional educational messaging, and developing questions, crafting answers, and preparing speakers to provide focused responses to help facilitate education about the referendum. Karl James' bid is for \$200/hour, not to exceed \$13,000. We would be required to put down a retainer of \$6,500. I found this company through online searching.

3) Mueller Communications. They are also a communication consultation firm. I do not have a scope of engagement from them yet, I am hoping to have it by tomorrow. They are very thorough in asking for background information before putting together a request. They came as a recommendation from the City of Milwaukee, Ehler's Financial who is currently helping us with our Sewer rate increase, and the League of Wisconsin Municipalities. When asked their passage rate, they stated that their role is to educate the public on the issue, but also mentioned every single referendum they have worked on passed.

We received \$563,640.16 in ARPA funds. Council has allocated roughly \$294,350 in funds so far. There are \$270,000 remaining in funds.

GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this "Agreement") is entered as of this 27th day of January, 2023 by and between City of Berlin ("Client") and Robert W. Baird & Co. Incorporated ("Baird").

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are not municipal advisory, underwriting or other services that are directly related to any specific financings or offerings; and

WHEREAS, Client's decision to retain Baird to provide general consulting services and Client's execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

- Operational Referendum Planning and Communication Services to include:
 - Assisting the city in developing stakeholder messaging
 - Reviewing city-created communication tools including:
 - Frequently Asked Questions
 - Sample Communications Flyers
 - Sample "Remember to Vote" reminders
 - Attending up to three public informational meetings

II. Municipal Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any municipal advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term "municipal advisory services" means any municipal advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms and other similar matters concerning such issuance.

If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as municipal advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written municipal advisory or underwriting engagement letter. Client understands that if Baird serves as municipal advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as municipal advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird's primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm's-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

A fee equal to \$6,500, which fee shall be paid within 10 business days of completion of the Scope of Work as outlined above.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting service it provides hereunder.

IV. Information to Be Furnished to Baird

All information, data, reports and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Indemnification; Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, Client shall indemnify, defend and hold Baird and its employees, officers, agents and affiliates harmless from and against any losses claims, damages and liabilities that arise from or otherwise relate to this Agreement, actions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Baird's gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue until April 30, 2023. Notwithstanding the foregoing, this Agreement may be terminated by either party upon at least 30 days written notice to the other party. If being terminated by Client, such decision to terminate shall be approved by a majority vote of the governing body to do so.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Berlin

By: _____
Ms. Sara Rutkowski, City Administrator

Robert W. Baird & Co. Incorporated

By: Bradley D. Viegut
Mr. Bradley Viegut, Managing Director

By: _____
Mr. Adam Ruechel, Vice President

February 7, 2023

Scope of Services: Based on our preliminary conversations with City Administrator/Clerk-Treasurer Sara Rutkowski, Karl James & Company LLC will work with staff on message development and review city-created communications tools designed to educate people about the upcoming referendum April 4. In addition, we will attend up to three public meetings and provide counsel in advance of those meetings to support ongoing education efforts. Post-meeting counsel will be provided to continue to ensure education efforts are as effective as possible heading into subsequent meetings. The scope of services generally could include, but is not limited to, the following:

Tactical Support

- Assist city in developing stakeholder messaging
- Review city-created communication tools between start date and April 4, including:
 - Frequently asked questions
 - Communications flyers, Remember to Vote reminders, etc.

Presentation/Message Support

- Attend up to three public information meetings
- Develop questions, craft answers, prepare speakers to deliver powerful, illustrative, focused, digestible responses to help facilitate education about the referendum
- Observe meetings and help clarify topics through additional educational messaging

Not To Exceed Estimate: \$13,000 includes 4 days onsite for (message development & 3 meetings); 2-hour preparation meetings prior to meeting 1, 2 & 3; 2-hour zoom debrief sessions following meetings 1 and 2 to prepare for subsequent meetings; 10 hours to crafting foundational messaging platform for consistent educational messaging; 13 remaining hours in budget will be dedicated to crafting and perfecting messaging platform and review and counsel on communications tools developed by staff for consistency and effectiveness and monthly reporting. The hours segmented above are what we believe are needed at this point, but may be used to provide support determined by situational factors. Monthly invoices will reflect hourly actions. **Fee Structure:** Our fees for this engagement will be billed at \$200 an hour.

To the client:

Cost beyond estimate above must be approved by client and will be billed at the hourly rate of \$200. Unless noted above, costs do not include mileage, postage, shipping/handling or sales tax. Media buys, printing, promo items, speaker fees, and out-of-pocket expenses will be billed as costs are incurred.

Page 1 of 2

Client Initials _____



**KARL JAMES
& COMPANY LLC**

Above All Else, Credibility Moves People™

COMMUNICATIONS COUNSEL

Payment schedule:

For Karl James & Company LLC to move forward, we kindly request a signed agreement and \$6,500. Subsequent invoices will reflect time executed against the initial retainer until the retainer is exhausted. Invoices will be provided on the first of the month, or upon completion of engagement, with payment required on receipt. Please email signed estimate as soon as possible to karl.robe@karljames.com so we can begin. Thank you.

Indemnification

Please understand and agree that, even though we receive sign-off and approval by client contacts for work product, Karl James & Company LLC cannot undertake to verify all the information supplied to us by you and your employees. Therefore, we ask you to agree to indemnify and hold harmless Karl James & Company LLC, its officers and talent from and against any demands, claims, or liability actually incurred or suffered by us directly relating to or arising out of the inaccuracy of the information provided to us by you hereunder and all reasonable cost and expenses incurred by us in connection therewith, including without limitation, reasonable attorneys' fees and cost of litigation.

Estimated by:

Karl Robe Date *2/7/23*
Karl James & Company LLC

Approved by:

Sara Rutkowski Date
City Administrator/Clerk-Treasurer

Page 2 of 2

Chicago 312.924.3731
email credibilitymovespeople@karljames.com



Milwaukee 262.470.9849
web karljames.com