

COMMON COUNCIL MEETING AGENDA
TUESDAY, MARCH 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 February 14th Common Council Meeting. RECOMMENDATION: Approve the minutes.
7. Bills List. RECOMMENDATION: Approve the list of bills for payment.
8. Planning Commission Recommendation to modify Animal Services as a Conditional Use in Business Districts. RECOMMENDATION: Accept the recommendation from Planning Commission and Committee of the Whole to have Attorney Chier draft options for modifying Animal Services as a Conditional Use in Business Districts.
9. Planning Commission Recommendation to add Artisan Manufacturing/Small Scale Manufacturing/Makerspace as a permitted use in B-1 and B-2 Districts. RECOMMENDATION: Accept the recommendation from Planning Commission and Committee of the Whole to have Attorney Chier draft options for adding the permitted uses to B-1 and B-2 Districts.
10. 2023 Lafayette Street Reconstruction Project Bids. RECOMMENDATION: Accept the recommendation from Committee of the Whole to select the bid from Kopplin & Kinas Co., Inc for the 2023 Lafayette Street Reconstruction Project.

END OF CONSENT AGENDA

11. WWTP Digester Mixing and Piping Design Contract with Strand Associates.
RECOMMENDATION: No action needed.
12. Resignation from Parks & Recreation Commission. RECOMMENDATION: Accept the resignation of Brooke Dollevet from Parks & Recreation Commission effective immediately.
13. Committee on Aging Appointment. RECOMMENDATION: Accept the mayoral appointment of Mary Hess to the Committee on Aging for term expiring May 1st, 2024.
14. Library Annual Report. RECOMMENDATION: Listen to staff presentation.
15. Library Week Proclamation. RECOMMENDATION: Reading of the Mayoral Proclamation honoring Library Week.
16. Senior Center Sidewalk to Parking Lot Stairs ARPA Request. RECOMMENDATION: Listen to Staff presentation with action as appropriate.
17. Berlin Youth Baseball and Softball and Park Concerns RECOMMENDATION: Listen to presentation. Discussion and action as appropriate.
18. 107 W Huron Raze & Repair Property. RECOMMENDATION: Listen to presentation with action as appropriate.
19. North Industrial Park. RECOMMENDATION: Discussion and action as appropriate.
20. 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.)
21. New Business (To be used to request items of new business be put on a future agenda)
22. 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).
23. Reconvene into open session and action as appropriate from closed session discussion.
24. 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.

February 28, 2023									
Month-End Balance to Bank Statement									
	General City	Capital Project Bonding	EMS Account	Utility	Tax	ERF	SEWER B&I		
City's Beginning Balance	3,023,446.00		266,872.53	1,256,128.87	453,940.07	12,474.87	-		
Deposits	1,243,224.78	-	37,763.54	189,698.87	1,021,448.01	1.44	-		
Payroll net pay	(173,843.92)			(24,515.31)			0.00		
A/P Payables Check Summary	(2,629,852.89)			(424,313.14)			0.00		
Other Payments	(219,790.74)	0.00	(85.00)	(22,907.33)	(890,623.98)	-	0.00		
TOTAL PAYMENTS	(3,023,467.55)		(85.00)	(471,740.78)	(891,400.15)	-	0.00		
Outstanding Checks:									
Misc Bank Error									
Voided Check									
Payroll	2,507.65						0.00		
A/P	73,532.69			16,323.43	972.45	-	0.00		
TOTAL OUTSTANDING CHECKS	76,030.34			16,323.43	972.45				
Balance	1,319,213.57	-	304,571.07	990,410.39	584,960.38	12,476.31	-		
Ending Bank Balance	1,319,213.57		304,571.07	990,410.39	584,960.38	12,476.31	-		
State WI ACH	2,144.03		977.26						
ST OF WIS TRANSPORTATION 2022									
ST OF WIS TRANSPORTATION 2022									
FUNDS TRANSFER FROM TAXES	890,623.98								
GRANT TRANSFER									
cloud billpay				185.86					
EZ DEPOSIT/TRIP DEPOSIT			20,590.59						
Refund service charge									
Monthly City Deposits	338,162.99			138,355.63	1,021,448.01				
Merchant BankCD Deposit	968.00								
Merchant Bankcard deposit - park	60.00								
Customer ACH direct pay				25,457.14					
payment svc netwr				25,955.77					
310 MISC									
NGS/ACH CLAIM PAYMENTS	10,896.23		16,215.70						
Tfr Between Accounts	4.00								
Accrued Checking Acct. Interest	343.50			144.47		1.44	0.00		
Payments:	1,243,224.78		37,763.54	189,698.87	1,021,448.01	1.44	-		
Federal Payroll Tax Payments (RS)	73,429.44								
WI Payroll Tax Payments	11,668.75								
Northshore	670.00								
Great West/Wells Fargo	3,624.80								
WI TAX PAYMENT									
RET HEALTH	700.90								
MARLIN BANK	1,023.19								
Credit back Melavank incorrect acc.			50.00						
Service Charge-stop payment				142.03					
Direct Deposit Service Fee (ACH)	10.00		35.00	4.00					
Retainer Chair	7,600.00								
Health Premium	44,919.86								
Returned checks				671.99					
WRS Employee Trust Fund	43,089.20								
OLSON COBRA	1,698.82								
Merch BankCD Deposit	68.00								
Fund Tfr				92.42	890,623.98				
Credit Card Payment-Elan US Bank	5,929.74			663.20					
EMC INSURANCE CO INSURANCE									
DELTA DENTAL	1,666.56								
Positive Pay	30.00								
Health Savings Acct EMPLOYER	3,218.75			750.00					
Health Savings Acct EMPLOYEE	4,665.15								
Alliant-Credit Card Payment	14,972.50			20583.69					
US Cellular	805.08								
LUMENCENTURYLINK SPEEDPAY			65.00	22,907.33	890,623.98	-	-		
	219,790.74								

CITY OF BERLIN -- OFFICE OF THE TREASURER

CITY TREASURER REPORT PERIOD ENDING 02/28/2023

#REF! #REF!

FUNDS	BEGINNING BALANCE	ADJ/ VOIDS	RECEIPTS (Deposits)	DISBURSEMENTS (Total)	OUTSTANDING CHECKS	BANK BALANCE	INVESTMENTS	TOTAL W/ INVESTMENTS	
GENERAL CITY	\$ 3,023,446.00	\$ -	\$ 1,243,224.78	\$ (3,023,487.55)	\$ 76,030.34	\$ 1,319,213.57	\$ 3,100,000.00	\$ 4,419,213.57	10-11300
TAX COLLECTION ACCOUNT	\$ 453,940.07		\$ 1,021,448.01	\$ (891,400.15)	\$ 972.45	\$ 584,960.38	\$ -	\$ 584,960.38	FNB100028
CAPITAL PROJECT BORROWING	\$ 244,846.09			\$ -	\$ -	\$ 244,846.09	\$ -	\$ 244,846.09	FNB131924
EMS ACCOUNT	\$ 266,872.53		\$ 37,783.54	\$ (85.00)		\$ 304,571.07	\$ -	\$ 304,571.07	*2193
WATER & SEWER CHECKING	\$ 1,255,128.87		\$ 189,698.87	\$ (471,740.78)	\$ 16,323.43	\$ 990,410.39	\$ -	\$ 990,410.39	
SEWER EQUIP REPLACEMENT FUND	\$ 12,474.87		\$ 1.44			\$ 12,476.31	\$ 1,255,000.00	\$ 1,267,476.31	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	\$ 6,257,708.43	\$ -	\$ 2,492,156.64	\$ (4,386,713.48)	\$ 93,326.22	\$ 3,456,477.81	\$ 9,242,813.87	\$ 12,699,291.68	

SUBMITTED BY: Caitlin Hilgart, DEPUTY CLERK

CITY OF BERLIN BUILDING REPORT February 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	2	\$35,990.00	\$196.50	3	\$50,815.00	\$226.50	5	\$79,642.00	\$515.00
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	1	\$857,880.00	\$5,147.28	1	\$857,880.00	\$5,147.28	0	\$0.00	\$0.00
Commercial Addition	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Signs	1	\$2,000.00	\$69.38	1	\$2,000.00	\$69.38	1	\$10,000.00	\$98.00
Miscellaneous	0	\$0.00	\$0.00	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	4	\$895,870.00	\$5,413.16	6	\$915,695.00	\$5,493.16	8	\$89,642.00	\$673.00
Commercial Plan Approval				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Plumbing Permits	1	\$8,000.00	\$168.00	2	\$16,000.00	\$336.00	4	\$9,543.00	\$185.00
Electrical Permits	2	\$16,835.00	\$125.00	4	\$22,835.00	\$215.00	4	\$21,052.00	\$201.91
Heating Permits	2	\$22,485.00	\$1,600.80	4	\$34,538.00	\$1,700.80	2	\$133,500.00	\$960.00
				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Total Permit Fees	9	\$943,190.00	\$7,306.96	16	\$989,068.00	\$7,744.96	18	\$253,737.00	\$2,019.91

CITY OF BERLIN COMMON COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 14, 2023 AT 7:00 pm
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

The Mayor called the meeting to order at 7:00pm, Roll Call resulted in 5 present (Boeck, Burgess, Erdmann, Nigbor and Stobbe) 1 absent (Dretske) Staff in attendance: Rutkowski, Chier, Seaman and Ludolph.

Burgess made a motion to seat Dretske who attended virtually, Nigbor seconded the motion which passed on voice vote.

The Mayor stated there were 4 persons in attendance who filled out comment cards. He stated the group would be allowed to speak but also noted it was a Park and Recreation Commission meeting where they should direct their concerns. Micky Miller, Justin Miller, Gary Prellwitz and Kayla Reeves. All four individuals spoke as representatives of the Berlin Youth Baseball and Softball program (BYBS). All speakers had different subject ranging from Maintenance of Fields and safety of fields and structures to enabling the group to be able to sell concessions to donation of a shed and previously being denied sponsorship signs for the fencing to be able to contribute to the upkeep of the fields. The Mayor thanked the group for attending and again reminded them to speak at a Park and Recreation Commission meeting.

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 January 10, 2023 Common Council meeting and 7) Receive and place on file the 3rd quarter Shared Taxi Report 8) Receive and Place on File the 3rd Quarter Weights & Measures Report 9) Approve the bills list for payment 10) Accept the recommendation from Committee of the Whole to approve Staff applying for site closure of Safeguard property and 11) Accept the recommendation from Committee of the Whole to place Handicap Parking Stall on Southeast Corner of North Pearl Street. Erdmann Made a motion to accept the Consent Agenda as presented. Nigbor seconded the motion. Roll Call vote resulted in Six (6) Ayes and zero (0) Nays

Next was resolution #23-02 Authorizing the Issuance and Sale of a \$518,000 General Obligation Promissory Note. Erdmann made a motion to approve Resolution #23-02 Authorizing the Issuance and Sale of a \$518,000 General Obligation Promissory Note and authorize as well, extra staff signatures. The motion was seconded by Stobbe and passed on a roll call vote of Six (6) Ayes and zero (0) Nays.

Next was the TID Building Improvement & Façade Improvement Application from Tbird Aircraft, LLC Owner Matt Schubat, 217 Broadway. Seeking grant applications to put in new windows and a new HVAC system on the second-floor apartments. Erdmann made a motion to approve the applications for \$5,000 for the Façade and \$8,439 for the Building Improvement. Nigbor seconded the motion which carried on a voice vote.

Item #14 was a presentation on 107 W. Huron St. Ludolph came to the podium and stated we are on the same trajectory as before. Waiting for conditions to improve in weather in order to move forward.

Next on the agenda was item #15 Ordinance #01-23 Uncontrolled Intersections. Rutkowski indicated the public will be informed in a few different formats before the signs actually go up. Nigbor made a

motion to approve Ordinance #01-23 to Install Stop Signs at Various currently Uncontrolled or Partially Controlled Intersections. Burgess seconded the motion. A roll call vote resulted in six (6) aye and zero (0) nays.

Item 16 on the Agenda is a discussion Dretske asked to open up regarding the N. Industrial park potential for further development, mainly housing as stated by the Vierbicher Associates finding on the Economic Development plan recently passed by Council. Rutkowski gave a list of items to be cognizant of when making decisions on this property, mainly future needs of the Waste Water Treatment Facility, a potential Lessee interested in putting up a solar farm with potential give the city revenue for 20 or more years while reducing Energy bills for residents. Erdmann added items to think about, mainly topography and limitations due to flood plains and being on the River. Dretske stated he sees it being great potential for the much-needed housing problem in Berlin and Chier also weighed in with things to be mindful of, mainly zoning, surrounding towns, possibly BCDC, and Restrictive Covenants. Dretske asked that this be on the Monthly Agenda for regular discussions and moving forward with research and step by step action.

#17 on the Agenda was Communication bids for Levy Referendum. Rutkowski included in the Agenda packet, the bid results of the three companies responding. Rutkowski spoke favorable of the Mueller Communication firm bid. At this time, Dretske joined the Council meeting in person. Burgess made a motion to seat Dretske which was seconded by Erdmann and passed on a voice vote and continued with item #17. Boeck made a motion to go with Mueller Communication but cap the amount of their service to the City at \$10,000.00 and have staff do as much of the work as possible. The motion was seconded by Stobbe and passed on a voice vote. The only member opposed was Dretske.

New Business – Boeck asked for the Council to continue reviewing and discussing the downtown parking issues, 24-hour parking, two-hour parking and parking as a whole. Rutkowski asked that staff has time to prepare and then bring it forward. Burgess asked if we could discuss the BYBS concerns but was told they need to go to the Park & Rec Commission meeting.

Boeck made a motion to adjourn, seconded by Nigbor and passed on a voice vote. Meeting Adjourned at 8:20pm.

CITY OF BERLIN

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*Check Summary Register©

FEBRUARY 28 2023

Name	Check Date	Check Amt	
11100 Cash in Bank m FNB			
43102 WALLNER, ANDREW R	4/15/2022	\$179.51	reissue lost check
68090 ADVANTAGE POLICE SUPPLY IN	2/4/2023	\$19.18	NAME PLATE - PLATH
68091 AIRGAS USA LLC	2/4/2023	\$258.11	CYLINDER RENTAL EMS
68092 ALCIVIA	2/4/2023	\$10,059.55	2023 - GAS AND DIESEL DELIVERY
68093 ALL FLAGS, LLC	2/4/2023	\$1,233.75	POLES AND OUTDOOR FLAGS FOR DPW
68094 AMAZON CAPITAL SERVICES, IN	2/4/2023	\$1,393.56	GL COMPUTER
68095 ASSOCIATED APPRAISAL CONS	2/4/2023	\$1,916.67	2023 - FEBRUARY - PROFESSIONAL SERVI
68096 BERLIN JOURNAL NEWSPAPER	2/4/2023	\$385.00	BB/FS DRIVER
68097 BOUND TREE MEDICAL, LLC	2/4/2023	\$4,818.31	MEDICAL SUPPLIES
68098 BREWER HEATING INC	2/4/2023	\$252.45	FURNACE REPAIR AT SENIOR CENTER
68099 CHARTER COMMUNICATION	2/4/2023	\$575.42	2023 - FEBRUARY - INTERNET/TV BUNDLE
68100 CHIER LAW OFFICE LLC	2/4/2023	\$21.70	2023 - JANUARY -RAZE/REPAIR 115 W CER
68101 CITY OF GREEN LAKE	2/4/2023	\$110.49	GL SPECTRUM
68102 CVIKOTA COMPANY INC	2/4/2023	\$3,170.14	2023 - JANUARY - BERLIN COLLECTIONS
68103 DEER CREEK TECHNOLOGIES	2/4/2023	\$297.00	DOCUMENT MANAGEMENT SOFTWARE 13
68104 DTN, LLC	2/4/2023	\$536.00	2023 - FEBRUARY - RADAR CONTROL
68105 ED'S TRACTOR REPAIR, LLC	2/4/2023	\$48.22	HYDRAULIC FITTINGS
68106 EMC INSURANCE COMPANIES	2/4/2023	\$18,170.76	2023 - FEBRUAY - LIABILITY INSURANCE
68107 EMERGENCY MEDICAL PRODUC	2/4/2023	\$373.19	MEDICAL SUPPLIES
68108 GFL SOLID WASTE MIDWEST LL	2/4/2023	\$580.59	2023 - FEBRUARY - TRASH AND RECYCLE
68109 GREEN LAKE COUNTY	2/4/2023	\$580.00	2023 - LEADS ONLINE
68110 HYLER SEPTIC SERVICE, LLC	2/4/2023	\$150.00	GREASE TRAP PUMPING AT SENIOR CENT
68111 ITU ABSORBTECH, INC.	2/4/2023	\$93.01	2023 - JANUARY - UNIFORM SERVICE
68112 MODERN OVERHEAD DOOR CO	2/4/2023	\$360.00	COMMERCIAL CALL 262 SPRING
68113 MYREC.COM	2/4/2023	\$2,850.00	2023 SOFTWARE
68114 Otis Elevator Company	2/4/2023	\$54,737.50	ELEVATOR PROJECT - CITY HALL
68115 RESPONDER SERVICES	2/4/2023	\$1,449.00	AUTOMATED EXTERNAL DEFIBRILLATOR
68116 RIDGE STONE PRODUCTS, INC	2/4/2023	\$1,365.00	SUBCONTRACTOR SNOW HAULING
68117 RUTKOWSKI, SARA	2/4/2023	\$20.00	REIMBURSEMENT FOR OPTIONAL POWER
68118 SAFE RESTRAINTS, INC.	2/4/2023	\$168.12	2 ANKLE STRAPS
68119 SONDALLE FORD LINCOLN MER	2/4/2023	\$1,032.82	21 FORD EXPL 3000MI MAINTENANCE
68120 STRYKER SALES CORP	2/4/2023	\$22,556.77	NEW COT FOR BEMS
68121 SUPERHEAT AND COOLING	2/4/2023	\$85.00	CLEAN AND SERVICE FURNACE AT FIRE D
68122 SYN-TECH SYSTEMS, INC	2/4/2023	\$457.00	FUELMASTER
68123 ULINE, INC.	2/4/2023	\$4,817.18	SUPPLY CABINETS
68124 WE ENERGIES	2/4/2023	\$342.52	2022 - JANUARY - ENERGY USAGE
68125 WI DEPT OF ENERGY HOUSING	2/4/2023	\$2,503.03	MICROENTERPRISE GRANT FUNDS RETUR
68126 WISCONSIN DEPARTMENT JUST	2/4/2023	\$1,230.00	TIME ACCESS TR PROJDOJIT
68127 WISCONSIN PROFESSIONAL PO	2/4/2023	\$301.00	2023 - FEBRUARY - PAC CONTRIBUTION
68128 ZOLL MEDICAL CORP	2/4/2023	\$486.73	AED BATTERIES AND STAT PADZ
68129 BERLIN JOURNAL NEWSPAPER	2/5/2023	\$8.00	SHORTAGE ON PREVIOUS BILL
68130 CORPORATE NTRWK SOLUTION	2/5/2023	\$5,590.00	MICROSOFT OFFICE 2021 STANDARD OPE
68131 GARZA, MARIA TERESA	2/5/2023	\$40.25	1.9 TRANSLATION SERVICE
68132 KRAUSE'S SERVICE, INC.	2/5/2023	\$66.35	98 GMC SONOMA MAINTENANCE
68133 MOTOROLA	2/5/2023	\$4,302.69	MOTOROLA ENHANCED MOBILE PLUS ADD
68134 THEDACARE LABORATORIES	2/5/2023	\$85.00	LEGAL BLOOD DRAWS - PATIENT 71721,71
68135 TOP PACK DEFENSE LLC	2/5/2023	\$226.00	BLAUER PANTS - PULVERMACHER
68136 A & J VANS	2/17/2023	\$67,955.00	2022 CHRYSLER VOYAGER LX FOR SHARE
68137 AMAZON CAPITAL SERVICES, IN	2/17/2023	\$398.67	RUGGED CASE FOR IPAD
68138 APPLETON FINANCE DEPARTM	2/17/2023	\$483.25	2023 - FEBRUARY - WEIGHTS AND MEASU
68139 ATIS ELEVATOR INSPECTION, L	2/17/2023	\$125.00	ANNUAL ELEVATOR INSPECTION
68140 BERLIN JOURNAL NEWSPAPER	2/17/2023	\$955.25	PUBLIC TEST
68141 BERLIN WATER & SEWER UTILI	2/17/2023	\$22,122.09	2023 - FEBRUARY - WATER & SEWER JAN
68142 CHARTER COMMUNICATION	2/17/2023	\$169.98	2023 - FEBRUARY - INTERNET ENTERPRIS

CITY OF BERLIN

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*Check Summary Register©

FEBRUARY 28 2023

	Name	Check Date	Check Amt	
68143	CONWAY SHIELD	2/17/2023	\$560.00	GLOBE SHADOW XF W/ARCTIC GRIP
68144	CULLIGAN WATER	2/17/2023	\$319.75	Water service City Hall
68145	DREXEL BUILDING SUPPLY, INC.	2/17/2023	\$75.96	16FT WHITE OVERHEAD WEATHERSTRIP
68146	DTN, LLC	2/17/2023	\$86.00	2023 - MARCH - RADAR CONTROL
68147	EMERGENCY MEDICAL PRODUC	2/17/2023	\$260.19	OPEN CREDIT ON ACCOUNT
68148	FEINER, DARCY	2/17/2023	\$5.00	WITNESS FEES COB MUNI COURT VS GAR
68149	FOX VALLEY TECHNICAL COLLEGE	2/17/2023	\$477.00	IMPROMPTU COMMUNICATION COURSE - L
68150	GREEN LAKE COUNTY FIRE ASS	2/17/2023	\$50.00	2023 FIRE ASSOCIATION DUES
68151	HEXCO MOTORSPORTS	2/17/2023	\$568.75	WINDSHIELD WIPER, WASHER KIT
68152	KNO2 LLC	2/17/2023	\$1,640.00	SUBSCRIPTION AND SET UP FEE EMS
68153	LUDOLPH, TIM	2/17/2023	\$151.50	CONFERENCE - ECONOMIC DEVELOPMENT
68154	MACQUEEN EQUIPMENT	2/17/2023	\$23,018.27	SNO-GO GEAR CASE ASSY
68155	MGD INDUSTRIAL CORP	2/17/2023	\$223.53	PARTS FOR DPW
68156	MODERN RENTALS INC	2/17/2023	\$116.98	CHAIN SAWS
68157	MONROE TRUCK EQUIPMENT	2/17/2023	\$6,151.00	TAILGATE SALTER FOR #63
68158	MUTUAL OF OMAHA	2/17/2023	\$344.36	2023 - FEBRUARY - LIFE INSURANCE
68159	PLANTZ, DENNIS W	2/17/2023	\$251.76	2023 - FEBRUARY - HEALTH REIMBURSEMENT
68160	POMP'S TIRE SERVICE, INC.	2/17/2023	\$425.10	TIRES FOR DPW
68161	PQL	2/17/2023	\$196.34	CITY HALL T8
68162	RED POWER DIESEL SERVICE	2/17/2023	\$679.89	91 HORN AND BUMPER REPAIR
68163	SONDALLE FORD LINCOLN MER	2/17/2023	\$61.05	MAINTENANCE ON CHEVROLET UPLANDER
68164	ULINE, INC.	2/17/2023	\$82.27	SHELF BINS FOR EMS
68165	VIKING ELECTRIC SUPPLY	2/17/2023	\$87.42	LIGHT BULBS FOR DPW
68166	W.S. DARLEY & CO	2/17/2023	\$1,927.16	ICE RESCUE SUIT FOR BFD
68167	BERLIN AREA SCHOOL DISTRICT	2/17/2023	\$1,330,002.49	FEBRUARY TAX SETTLEMENT FOR 2022 TAXES
68168	GREEN LAKE COUNTY TREASURER	2/17/2023	\$868,267.92	FEBRUARY TAX SETTLEMENT FOR TAXES
68169	MORAINES PARK TECHNICAL CO	2/17/2023	\$70,385.91	FEBRUARY SETTLEMENT FOR 2022 TAXES
68170	WAUSHARA CO TREASURER	2/17/2023	\$19,590.80	FEBRUARY TAX SETTLEMENT FOR 2022 TAXES
68171	BAKER & TAYLOR	2/17/2023	\$2,819.75	46 TOTAL UNITS
68172	COMPLETE OFFICE OF WORK	2/17/2023	\$14.45	OFFICE SUPPLIES
68173	ELM USA	2/17/2023	\$206.99	LIBRARY SUPPLIES
68174	GORDON FLESH	2/17/2023	\$84.46	COPIES FOR BERLIN PUBLIC LIBRARY
68175	LISA OBRIST	2/17/2023	\$517.50	2023 - JANUARY - LIBRARY CLEANING
68176	MIDWEST TAPE	2/17/2023	\$431.49	2023 - FEBRUARY - DIGITAL MEDIA
68177	WINNEFOX LIBRARY SERVICES	2/17/2023	\$28,875.03	DEC 2022 UNIQUE MANAGEMENT SERVICE
68178	WINNEFOX LIBRARY SYSTEM	2/17/2023	\$4,881.48	1 BOX OF SPINE LABELS FROM WCTS
68179	WISCONSIN LIBRARY ASSN	2/17/2023	\$154.50	MEMBERSHIP RENEWAL - 3
68180	FAITH COMMUNITY CHURCH	2/21/2023	\$100.00	SHELTER HOUSE DEPOSIT REFUND EAST
68181	GREEN LAKE COUNTY TREASURER	2/22/2023	\$1,231.34	2022 TAX STATEMENT ENVELOPES
68182	THE PET PUDDLE	2/22/2023	\$4,750.00	FAÇADE IMPROVEMENT PROGRAM
68183	ZOLL MEDICAL CORP	2/22/2023	\$16,872.48	AED PURCHASE FOR EMS
68184	BERLIN WATER & SEWER UTILITIES	2/28/2023	\$0.00	2021 TAX BILL DEL WATER PAYMENTS
68185	CHRISTENSEN, DOUGLAS A	2/28/2023	\$395.21	2022 - DECEMBER - HEALTH BENEFIT (MIS)
Total Checks			\$2,629,852.89	

To: Common Council
Date: March 9, 2023
RE: Strand Associates Contract
From: City Staff

Background:

Our Waste Water Treatment Plant is in need of repair. Strand Associates has been contracted for Digester Mixing and Piping Design by the Water & Sewer Commission. This is a courtesy notice to the Council that this work will be completed. This is only for the design; the estimated cost of the repairs will be roughly \$800K - \$1M. The repairs will take place in 2024.

RECOMMENDATION: No action is needed as this item falls under Water & Sewer Utilities Statutory Authority to enter into contracts and spend Sewer/Water Funds. This item is on the agenda to serve only as notification to Council.



OWNER REVIEW

DRAFT Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

Date { _____ }

City of Berlin
108 North Capron Street
P.O. Box 275
Berlin, WI 54923

Attention: Mr. Brian Malnory, Superintendent

Re: Agreement for General Services
Digester Mixing and Piping Design

This is an Agreement between the City of Berlin, Wisconsin, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Digester Mixing and Piping Design project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Facility Plan

1. Submit a request for data and documentation appropriate for planning and design services to OWNER.
2. Participate in one in-person kickoff meeting with OWNER to review scope of project and to collect field information.
3. Review and summarize three years of OWNER-provided past influent flow and loading and biosolids production data.
4. Develop 20-year wasteload, flow, and biosolids projections based on population projection data from OWNER and local planning agencies.
5. Review regulatory parameters related to the wastewater treatment plant (WWTP) discharge.
6. Summarize existing wastewater conveyance facilities based on previous planning studies provided by OWNER. Review and summarize infiltration and inflow levels by evaluating the WWTP average, dry, and wet weather influent flows.
7. Review capacity with respect to Wisconsin Administrative Code, Chapter NR 110, of the WWTP processes to treat projected flow and loads.
8. Incorporate analysis, as appropriate, included in the 2022 Digester Mixing and Piping Study by ENGINEER into the Facility Plan Update. Evaluation of alternatives for other processes or technologies at the WWTP are not included.
9. Summarize potential environmental impacts of proposed project limited to the area of new construction.
10. Prepare a draft Facility Plan Update summarizing results from items Nos. 3 through 9 above.
11. Provide the draft Facility Plan Update to OWNER for review and input.

OWNER REVIEW

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Strand Associates, Inc.®

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12. Incorporate OWNER's comments, as appropriate, and submit three copies of the Facility Plan Update to the Wisconsin Department of Natural Resources (WDNR) for review and input.
13. Assist OWNER with responding to WDNR comments, if needed.

Design Services

1. Develop schematics and design for drawings mixing equipment associated with the primary digester. The design anticipates that a pump mix system with two pumps may be used and located in the basement of the digester building. The design anticipates that standard pipe penetrations are feasible at the primary digester.
2. Develop schematics and design drawings for replacement of digester gas piping in the basement of the digester building and digester gas handling equipment including the sediment traps, manual drip traps, flame trap assemblies, plug valves, and waste gas burner. Modifications to existing buildings will be in accordance with National Fire Protection Association Standard for Fire Protection in Wastewater Treatment and Collection Facilities are not included, as directed by OWNER. Modifications to the digester covers or equipment associated with the digester covers are not included.
3. Provide electrical and controls design for the two digester mixing pumps and the waste gas burner. The design anticipates that new motor control center (MCC) sections may be added at the digester building and that the existing control panels may be modified to accommodate control of new equipment. The design anticipates the ampacity of the existing MCC(s) is sufficient to power the new equipment. Replacement of existing MCCs, programmable logic controllers, and supervisory control and data acquisition software is not included as part of this project.
4. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
5. Prepare 30 and 90 percent Bidding Documents and opinion of probable construction cost for OWNER's review.
6. Participate in two in-person review meetings with OWNER at 30 and 90 percent completion. Incorporate comments, as appropriate, into the Bidding Documents and finalize.
7. Submit Bidding Documents to WDNR for review.
8. Assist OWNER in responding to any WDNR comments on the Bidding Documents.

Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda, if needed, and answer prospective bidder questions during bidding.
3. Tabulate and analyze bid results and assist OWNER in the award of the construction contract.
4. Prepare three sets of Contract Documents for signature.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
2. Construction-Related Services: Construction-related services for the project will require a separate agreement with OWNER.

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Strand Associates, Inc.®

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3. Flood Studies: Any services involved in performing flood and floodway studies, if required, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.
4. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.
5. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.
6. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.

Compensation

OWNER shall compensate ENGINEER for Services a lump sum of \$149,000.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of January 23, 2023. Services are scheduled for completion on December 29, 2023.

Standard of Care

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

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.
4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
6. Provide all legal services as may be required for the development of this project.
7. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Wisconsin Department of Natural Resources requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

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Strand Associates, Inc.®

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Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Wisconsin.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

STRAND ASSOCIATES, INC.®

DRAFT

Joseph M. Bunker
Corporate Secretary

Date

OWNER:

CITY OF BERLIN

Brian Malnory
Superintendent

Date

Sara Rutkowski

From: Brooke Dollevoet [<mailto:brookeb.aarond@gmail.com>]

Sent: Friday, November 18, 2022 3:47 PM

To: Rebecca Bays

Subject: Touching base

Rebecca,

I am going through a job change and just learned that my hours are gonna be different than expected. With that being said, that will effect me being able to attend meetings. What do I need to provide to you in order to step down from my position. I'm sorry that this is the situation, this was not something that I anticipated when I applied to be part of parks and rec commission.

Brooke

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

Name: Mary Hess
Address: 305 Sacramento
Phone: Day 608 477-0889 Evening same

City residency is required for appointment to a City board, committee or commission. Other eligibility requirements may also exist.

Area of Interest:

<input type="checkbox"/> Board of Review	<input type="checkbox"/> Oakwood Cemetery Board
<input type="checkbox"/> Parks & Recreation Commission	<input type="checkbox"/> Zoning Board of Appeals
<input checked="" type="checkbox"/> Committee On Aging	<input type="checkbox"/> Plan Commission
<input type="checkbox"/> Sewer & Water Commission	<input type="checkbox"/> Police & Fire Commission
<input type="checkbox"/> Library Board	<input type="checkbox"/> Common Council Vacancy, Ward # <u> </u>
<input type="checkbox"/> Other <u> </u>	

Applicant Questions: Please return only Page one for consideration.

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

Commission: I have served on this Committee before.
I know the people. I have ideas for more trips

2. What knowledge, experience, or abilities do you have that would make you an effective board member: I live in this community so I hear what the

people like. I have ideas for more activities that
would draw more people into the senior center.

3. Do you have any issues with attending meetings at the specified times? (See Meeting Schedule)

no

4. Please provide any additional information for consideration: provide modified

meditation class, reinstate buses, establish a
grief group, bible study, virtual activities



Wisconsin Department of Public Instruction
PUBLIC LIBRARY ANNUAL REPORT
PI-2401 (Rev. 01-23)
S. 43.05(4) & 43.58(6)
FOR THE YEAR 2022

INSTRUCTIONS: Complete and return two (2) signed copies of the form and attachments to the library system headquarters. Confirm with the library system if submitting electronic copies is preferred.

Board-approved, signed annual reports for 2022 are due to the DPI Division for Libraries and Technology no later than March 1, 2023.

I. GENERAL INFORMATION

1. Name of Library Berlin Public Library		2. Public Library System Winnefox Library System			
3a. Head Librarian First Name Christine	3b. Head Librarian Last Name Kalupa	4a. Certification Grade Grade 2	4b. Certification Type Regular		5. Certification Expiration Date 01/31/2024
6a. Street Address 121 W. Park Ave.	6b. Mailing Address or PO Box 121 W. Park Ave.	7. City / Village / Town Berlin	8a. ZIP 54923	8b. ZIP4 1526	9. County Green Lake
10. Library Phone Number 9203615420	11. Fax Number (920)361-5424	12. Library E-mail Address of Director kalupa@berlinlibrary.org			
13. Library Website URL www.berlinlibrary.org		14. No. of Branches 0	15. No. of Bookmobiles Owned 0	16. No. of Other Public Service Outlets 0	
17. Does your library operate a books-by-mail program? No	18. Some public libraries are legally organized as joint libraries, with neighboring municipalities or a county and municipality joining to operate a library. Is your library such a joint library legally established under Wis. Stat. s. 43.53? No				
20. Square Footage of Public Library 18,868	21a. Did your library or a branch move to a new facility during the fiscal year? No	21b. Did your library or a branch renovate or expand an existing facility during the fiscal year? No		22. UEI Number 115895724	

HOURS OF OPERATION

	Standard Service with No Restrictions on Building Access	Limited Service	Staff Only (No interior service for the public)
19a. Winter hours open per week	61		0
19b. Number of winter weeks	38		0
19c. Summer hours open per week	57		6
19d. Number of summer weeks	14		0
19e. Total weeks per year	52		0
19f. Total hours per year for this location	3,116		0

PUBLIC SERVICES COVID-19	
Closed Outlets Due to COVID-19	No
Public Services During COVID-19	Yes
Electronic Library Cards issued during COVID-19	Yes
Reference Service During COVID-19	Yes
Outside Service During COVID-19	Yes
External Wi-Fi Access Added During COVID-19	No
External Wi-Fi Access Increased During COVID-19	No
Staff Re-Assigned During COVID-19	No
COVID-19 CLOSURES	
Initial date closed due to COVID-19	First date reopened following initial COVID-19 closure

Additional building closure and reopening dates, please describe

The Berlin Library service hours were not affected by COVID in 2022 and we were open our regular hours. We did continue to provide free electronic card registration. We offered curbside service including, material pick up and drop off, copy and fax service and pick up of tax forms.

II. LIBRARY COLLECTION

	a. Number Owned / Leased	b. Number Added
1. Books in Print <i>Non-periodical printed publications</i>	45,542	2,391
2. Electronic Books <i>E-books</i>	182,508	
3. Audio Materials	4,255	79
4. Electronic Audio Materials <i>Downloadable</i>	76,926	
5. Video Materials	6,702	256
6. Electronic Video Materials <i>Downloadable</i>	349	
7. Other Materials Owned <i>Describe</i> STEAM kits, games, puzzles, Kids activity kits, Adult activity kits, knitting needles, snowshoes	572	
8a. Electronic Collections <i>Locally Owned or Leased</i>	1	
8b. Electronic Collections <i>Purchased by library system or consortia</i>	3	
8c. Electronic Collections <i>Provided through BadgerLink</i>	63	
9. Total Electronic Collections <i>Local, regional, and state</i>	67	
10. Subscriptions <i>Include periodicals and newspapers, exclude those in electronic format</i>	86	

III. LIBRARY SERVICES

1. Circulation Transactions			c. Circulation of Other Physical Items (subset of 1a.) 897		2. Interlibrary Loans		
a. Total Circulation	b. Children's Materials				a. Items Loaned <i>Provided to</i>	b. Items Received <i>Received from</i>	
72,391	30,273				19,810	17,573	
					Method for Counting ILL Transactions Categorized ILL Transactions		
(Only Total will display when Total ILL Transactions is listed as the Method for Counting ILL Transactions)			Items Loaned to Other Libraries <i>Provided to</i>		Items Borrowed from Other Libraries <i>Received from</i>		
Integrated Library Systems (ILS)			19,631		17,458		
WISCAT			0		0		
Other (includes OCLC, manual tracking or other methods)			179		115		
3. Number of Registered Users			d. Overdue Fines Yes	4. Reference Transactions		5. Library Visits	
a. Resident	b. Nonresident	c. TOTAL		a. Method	b. Annual Count	a. Method	b. Annual Count
2,062	1,388	3,450		Did Not Collect		Actual Count	35,457
6. Uses of Public Internet Computers					7. Uses of Public Wireless Internet		
a. Number of Public Use Computers	b. Number of Public Use Computers with internet access		c. Method	d. Annual Count	a. Method	b. Annual Count	
18	12		Actual Count	2,842	Survey Week(s)	13,140	
8. Website Visits		9. Electronic Collection Retrieval					
25,909		a. Local	b. Other	c. Statewide	d. Total		
		2,381	763	4,745	7,889		
10. Uses of Electronic Materials by Users of Your Library							
a. E-Books	b. E-Audio	c. E-Video		d. Total Uses of Electronic Materials		e. Uses of Children's Electronic Materials	
4,548	7,903	349		12,800		793	

**In-person Programs and Attendance + Live,
Virtual Programs and Attendance (not asynchronous views)**

In-person Programs and Attendance + Live, Virtual Programs and Attendance (not asynchronous views)

	Children (0-5)	Children (6-11)	Young Adult (12-18)	Adult (19+)	General
Number of Programs	60	24	20	91	15
Total Attendance	735	2,302	148	1,266	715

In-Person Programs and Program Attendance Annual Count

	11a.Children (0-5)	11b. Children (6-11)	11c. Young Adult (12-18)	11d. Adult (19+)
Number of Programs	60	24	20	91
Total Attendance	735	2,302	148	1,266
	11f. Onsite In-Person - Subtotal	11g. Offsite In-Person - Subtotal	11h. Total	
Number of Programs	209	7	210	
Total Attendance	4,396	770	5,166	

11i. Describe the library's in-person programs: Storytime, Kids & Adult crafts, movies, book clubs, stitching group, book talks, education program, STEM programs, Lego programs, scavenger hunts, laser tag, classroom visits with library activities

Live Views of Virtual Programs and Virtual Program Attendance Annual Count

	12a. Children (0-5)	12b. Children (6-11)	12c. Young Adult (12-18)	12d. Adult (19+)	12e. General
Number of Programs	0	0	0	0	0
Total Live Virtual Attendance	0	0	0	0	0
Total views of live programs that were recorded and posted for asynchronous viewing	0	0	0	0	0

12g. Which platforms does the library use to host the library's live, virtual programs:

12h. Describe the library's live, virtual programs:

Views of Pre-recorded Programs and Pre-recorded Program Attendance Annual Count

	13a. Children (0-5)	13b. Children (6-11)	13c. Young Adult (12-18)	13d. Adult (19+)	13e. General
Number of Programs	0	0	0	0	0
Total Pre-Recorded Program Views	0	0	0	0	0

13g. Which platforms does the library use to host the library's pre-recorded programs:

13h. Describe the library's pre-recorded programs:

IV. LIBRARY GOVERNANCE

Library Board Members. List all members of the library board as of the date of this report. List the president first. Indicate vacancies. Report changes to the Division for Libraries and Technology as they occur. When reporting such changes, indicate the departing board members.

First Name	Last Name	Street Address	City	ZIP+4	Email Address
PRESIDENT					
1. Kay	Roethel	224 East Berlin Street	Berlin	54923	pkroe@centurytel.net
2. Margaret	Guertler	608 Broadway #1	Berlin	54923	guertlerm@charter.net
3. Bob	Malchetske	N8579 Seward Drive	Berlin	54923	rmalchetske@finberlin.com
4. Michelle	Draves	303 East Liberty Street	Berlin	54923	mdraves@berlin.k12.wi.us
5. Carrie	Blazel	112 North Church Street	Berlin	54923	carrieblazel@smitsblazel.com
6. Allison	Rainboth	164 East Moore Street	Berlin	54923	arainboth@gmail.com
7. Emmett	Durtschi	295 E Marquette Street	Berlin	54923	edurtschi@berlin.k12.wi.us
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					

No. of Library Board Members
Include vacancies in this count

7

V. LIBRARY OPERATING REVENUE

Report operating revenue only. Do not report capital receipts here.

1. Local Municipal Appropriations for Library Service Only Joint libraries report more than one municipality here

Municipality Type	Name	Amount
City	Berlin	\$278,376
Subtotal 1		\$278,376

2. County**a. Home County Appropriation for Library Services**

Subtotal 2a \$47,159

b. Other County Payments for Library Services

County Name	Amount	County Name	Amount
Fond du Lac	\$679		
Marquette	\$2,404		
Winnebago	\$19,281		
Waushara	\$29,851		
		Subtotal 2b	\$52,215

3. State Funds**a. Public Library System State Funds**

Description	Amount	Description	Amount
b. Funds Carried Forward from Previous Year		c. Other State Funded Program	
		Subtotal 3	

4. Federal Funds Name of program—for LSTA grant awards, grant number, and project title

Program or Project		Amount
		\$0
Subtotal 4		\$0

5. Contract Income From other governmental units, libraries, agencies, library systems, etc.

Name	Amount	Name	Amount
Town of Aurora	\$2,000	WCTS rent	\$6,700
Town of Berlin	\$5,000		
		Subtotal 5	\$13,700

6. Funds Carried Forward Do not include state aid. Report state funds in 3b above.**7. All Other Operating Income**

\$16,872

8. Total Operating Income Add 1 through 7

\$408,322

9. What is the current year annual appropriation provided by governing body(ies) for the public library?

\$277,646

10. Was the library's municipality exempt from the county library tax for the report year? Wis. Stat. s. 43.64(2)

No

VI. LIBRARY OPERATING EXPENDITURES

Report operating expenditures from all sources. Do not report capital expenditures here.

1. Salaries and Wages Include maintenance, security, plant operations \$203,661		2. Employee Benefits Include maintenance, security, plant operations \$40,586	
3. Library Collection Expenditures			
a. Print Materials \$29,757	b. Electronic Materials \$10,321	c. Audiovisual Materials \$6,283	d. All Other Library Materials \$3,374
			Subtotal 3 \$49,735
4. Contracts for Services Include contracts with other libraries, municipalities, and library systems here. Include service provider.			
Provider	Amount	Provider	Amount
WALS annual fee	\$27,981		
			Subtotal 4 \$27,981
5. Other Operating Expenditures			\$45,888
6. Total Operating Expenditures Add 1 through 5			\$367,851
7. Of the expenditures reported in item 6, what were operating expenditures from federal program sources?			\$0

VII. LIBRARY CAPITAL REVENUE, EXPENDITURES, DEBT RETIREMENT, AND RENT

1. Capital Income and Expenditures by Source of Income

Do not report any expenditures reported above. Provide a brief description of any expenditures.

Source	Brief Description of Expenditure	Revenue	Expenditure
a. Federal		\$0	\$0
b. State		\$0	\$0
c. Municipal		\$0	\$0
d. County		\$0	\$0
e. Other		\$0	\$0
2. Debt Retirement \$0	3. Rent Paid to Municipality/County \$0	Total Revenue \$0	Total Expenditure \$0

VIII. OTHER FUNDS HELD BY THE LIBRARY BOARD

All funds under the library board's control must be reported. Report in this section any funds in the library board's control (except Trust Funds) that have not been reported in a previous section. Wis. Stat. s. 43.58(6)(a)

1. Total Amount of Other Funds at End of Year

IX. TRUST FUNDS

1. Total Amount of Trust Funds Held by the Library Board at End of Year

\$1,499,239

X. STAFF

1. Personnel Listing. Libraries with 15 or fewer employees may report all staff under 1a. Libraries with more than 15 employees, list head librarian, chief assistants, branch librarians, division heads, and other supervisory personnel in 1a. and all other positions in 1b.

a. Employees Holding the Title of Librarian. Indicate advanced degrees in Type of Staff.

Position	Type of Staff	Annual Salary	Hours Worked per Week	Position	Type of Staff	Annual Salary	Hours Worked per Week
Director / Head Librarian	No MLS	\$55,000	40.00				
Youth Librarian	Librn. no-MLS	\$43,264	40.00				
Adult Services	MLS (ALA)	\$43,950	40.00				

b. Other Paid Staff See Instructions

Position	Type of Staff	Annual Salary	Hours Worked per Week	Position	Type of Staff	Annual Salary	Hours Worked per Week
Library Assistant	Other	\$20,165	28.00	Library Clerk	Other	\$7,862	12.00
Library Clerk	Other	\$12,139	18.00	Library Clerk	Other	\$7,862	12.00
Library Clerk	Other	\$7,862	12.00				
Library Clerk	Other	\$11,793	18.00				
Library Clerk	Other	\$11,793	18.00				

2. Library Staff Full-Time Equivalents (FTEs). Divide the total hours worked per week for each category by 40 to determine full-time equivalents.

a. Persons Holding the Title of Librarian			b. All Other Paid Staff (FTE)		c. Total Library Staff (FTE)
Master's Degree from an ALA Accredited Program (FTE)	Other Persons Holding the Title of Librarian (FTE)	Subtotal 2a	Include maintenance, plant operations, and security		
2.00	1.00	3.00	2.95		5.95

XI. PUBLIC LIBRARY LOANS OF MATERIAL TO NONRESIDENTS

1. Of the total circulation reported for the library from Section III, item 1, what was the total circulation to nonresidents <i>See instructions for definition of nonresident</i>			36,028
Divide nonresident circulation among the following categories. The total of 2 through 6 below should not be greater than the number reported in item 1 above.	a. Those with a Library	b. Those without a Library	c. Subtotal
2. Circulation to Nonresidents Living in the Library's County	816	10,849	11,665
3. Circulation to Nonresidents Living in Another County in the Library System	6,130	17,949	24,079
4. Circulation to Nonresidents Living in an Adjacent County Not in the Library System	59	1	60
5. Circulation to All Other Wisconsin Residents	80	6. Circulation to Persons from Out of the State	9
7. Are the answers to items 1 through 6 based on actual count or survey/sample? Actual	8a. Does the library deny access to any residents of adjacent public library systems on the basis of Wis. Stat. s. 43.17(11)(b)? No	8b. If yes, does the library allow residents in adjacent systems to purchase library cards?	
9. Circulation to Nonresidents Living in an Adjacent County Who Do Not Have a Local Public Library			
Name of County	Circulation	Name of County	Circulation
a. Waupaca	1	f.	
b. Fond du Lac	44	g.	
c. Marquette	659	h.	
d. Waushara	10,940	i.	
e. Winnebago	6,306	j.	

XII. TECHNOLOGY

1a. Does your library provide wireless Internet access for patrons' mobile devices? Yes 1b. Does your library provide external wireless access on the library grounds or from a mobile unit such as a bookmobile? No	2. Library type of Internet Connection <i>Mark all that apply</i> Yes a. State TEACH line No b. Other broadband connection Local, cable, telco, community network, etc.	3. Is the library CIPA compliant ? Yes
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XIII. SELF-DIRECTED ACTIVITIES, STAFF SERVING YOUTH / ADULTS

1. Self-directed Activities: <i>Planned, independent activities available for a definite time period which introduce participants to any of the broad range of library services or activities that directly provide information to participants.</i>			
	a. Children (0-5)	b. Children (6-11)	c. Young Adult (12-18)
Number of Self-Directed Activities	11	5	10
Total Self-Directed Activity Participation	361	232	161
	d. Adult (19+)	e. General Interest (all ages)	f. Total
Number of Self-Directed Activities	16	6	48
Total Self-Directed Activity Participation	406	342	1,502
2. Name and email address of primary staff person who serves as the children, youth, or teen librarian. Only the primary person is displayed here.			
a. First Name	b. Last Name	c. Email Address	
Sam	Krasny	skrasny@berlinlibrary.org	
3. Name and email address of primary staff person who serves as the librarian for adults. Only the primary person is displayed here.			
a. First Name	b. Last Name	c. Email Address	
Danielle	Schroeder	schroeder@berlinlibrary.org	

XIV. PUBLIC LIBRARY ASSURANCE OF COMPLIANCE WITH SYSTEM MEMBERSHIP REQUIREMENTS

We assure the Public Library System of which this library is a member and the Division for Libraries and Technology, Department of Public Instruction that this public library is in compliance with the following requirements for public library system membership as listed in Wis. Stats.

A check (X) or a mark in the checkbox indicates compliance with the requirement.

- ☒ The library is established under s. 43.52 (municipalities), s. 43.53 (joint libraries), or s. 43.57 (consolidated county libraries and county library services) of the Wisconsin Statutes [s. 43.15(4)(c)1].
- ☒ The library is free for the use of the inhabitants of the municipality by which it is established and maintained [s. 43.52(2), 73 Op. Atty. Gen. 86(1984), and OAG 30-89].
- ☒ The library's board membership complies with statutory requirements regarding appointment, length of term, number of members and composition. [s. 43.54 (municipal and joint libraries), s. 43.57(4) & (5) (consolidated and country library services), and s. 43.60(3) (library extension and interchange)].
- ☒ The library board has exclusive control of the expenditure of all moneys collected, donated, or appropriated for the library fund [s. 43.58(1)].
- ☒ The library director is present in the library at least 10 hours a week while library is open to the public, less leave time [s. 43.15(4)(c)6].
- ☒ The library board supervises the administration of the library, appoints the librarian, who appoints such other assistants and employees as the library board deems necessary, and prescribes their duties and compensation [s. 43.58(4)].
- ☒ The library is authorized by the municipal governing board to participate in the public library system [s. 43.15(4)(c)3].
- ☒ The library has entered into a written agreement with the public library system board to participate in the system and its activities, to participate in interlibrary loan of materials with other system libraries, and to provide, to any resident of the system area, the same library services, on the same terms, that are provided to the residents of the municipality or county that established the member library. This shall not prohibit a municipal, county, or joint public library from giving preference to its residents in library group programs held for children or adults if the library limits the number of persons who may participate in the group program, or from providing remote access to a library's online resources only to its residents. [s. 43.15(4)(c)4].
- ☒ The library's head librarian holds the appropriate grade level of public librarian certification from the Department of Public Instruction [s. 43.15(4)(c)6 and Administrative Code Rules PI 6.03].
- ☒ The library annually is open to the public an average of at least 20 hours each week except that for a library in existence on June 3, 2006, annually is open to the public an average of at least 20 hours or the number of hours each week that the library was open to the public in 2005, whichever is fewer [s. 43.15(4)(c)7].
- ☒ The library annually spends at least \$2,500 on library materials. [s. 43.15(4)(c)8].

XV. CERTIFICATION

I CERTIFY THAT, to the best of my knowledge, the information provided in this annual report and any attachments are true and accurate and the library board has reviewed and approved this report.

President, Library Board of Trustees Signature or designee	Name of President or Designee Print or type	Date Signed
➤ Kay Roethel	Kay Roethel	2-27-2023
Library Director / Head Librarian Signature	Library Director / Head Librarian Print or type	Date Signed
➤ Christine Kalupa	Christine Kalupa	2-22-2023

STATEMENT CONCERNING PUBLIC LIBRARY SYSTEM EFFECTIVENESS

As required by Wis. Stat. s. 43.58(6)(c), the following statement that the library system either did or did not provide effective leadership and adequately meet the needs of the library must be completed and approved by the library board. The response should be made in the context of the public library system's statutory responsibilities and the funding which it has available to meet those responsibilities.

County

Green Lake

The Berlin Public Library Board of Trustees hereby states that in 2022 the Winnefox Library System
Name of Public Library *Name of Public Library System / Service*

- ☒ did provide effective leadership and adequately met the needs of the library.
- ☐ did not provide effective leadership and did not adequately meet the needs of the library.

Indicate with an X one of the above statements

Explanation of library board's response. *Attach additional sheets if necessary.*

Note: With the approval of the library board of trustees, this statement may be submitted separately from the Annual Report form that is sent to the library system, as an e-mail attachment to LibraryReport@dpi.wi.gov.

The Berlin Board of Trustees has been very pleased with the support received from the Winnefox Library System in 2022. They are continually evaluating ways to support the libraries to meet current needs. Winnefox staff is always very courteous, timely, and extremely helpful. We are lucky to be part of such a fantastic library system.

XV. CERTIFICATION

The preceding statement was approved by the Public Library Board of Trustees.

Division staff will compile the statements received for each library system and, as required by Wis. Stat. s. 43.05(14), conduct a review of a public library system if at least 30 percent of the libraries in participating municipalities that include at least 30 percent of the population of all participating municipalities report that the public library system did not adequately meet the needs of the library. This statement may be provided to the public library system.

President, Library Board of Trustees Signature or designee

Name of President or Designee Print or type

Date Signed

➤ Kay Roethel

Kay

Roethel

2-27-2022

	COMMENTS	
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Initial date closed due to COVID-19:

The Berlin Library was open to the public all of 2022.--2023-02-21

The Berlin Library was open all year in 2022--2023-02-11

SECTION_II

6. Electronic Video Materials (downloadable)

Overdrive dropped their video collection.--2023-02-21

8a. Electronic Collections (Locally owned or leased)

Cancelled Mango Languages in Dec. 2021--2023-02-21

SECTION_III

Statewide Electronic Collection Retrievals (provided through BadgerLink)

EBSCO usage increased significantly in 2022 from the previous year.--2023-02-21

In-Person Onsite Programs

Looking at last year's number, I must have switched the onsite and offsite numbers around.--2023-02-21



BERLIN PUBLIC LIBRARY

121 West Park Avenue
Berlin, Wisconsin 54923-1526
Phone: (920) 361-5420 Fax: (920) 361-5424

February 9, 2023

To Whom It May Concern:

The following figures reflect a summary of the 2022 cash flow for the Berlin Public Library Trust Funds:

Beginning Assets (January 1, 2022 Values):	\$1,610,789.26
2022 Inflows:	\$116,476.46
2022 Outflows :	\$115,431.14
Investment Additions & Appreciation:	-\$112,595.11

Ending Asset Value (December 31, 2022)	<u>\$1,499,239.47</u>
---	------------------------------

Sincerely,

Robert Malchetske
Trustee
Berlin Public Library



CITY OF BERLIN PROCLAMATION

DESIGNATE APRIL 23-29, 2023

AS

**BERLIN PUBLIC LIBRARY WEEK
IN HONOR OF THE 120TH ANNIVERSARY**

WHEREAS, in 1903, the Berlin Common Council accepted a gift from Andrew Carnegie to build a library and to continue to support the library in the City of Berlin; and

WHEREAS, the library was renovated in 1962, expanded in 1976, renovated in 1997 and 2008 to serve the growing demands and provide additional services; and

WHEREAS, over the years, taxpayers, donors, and library users have supported the library, making it a vital, rich, free public resource open to all; and

WHEREAS, the mission of the Berlin Public Library is to provide materials and services that meet the educational, cultural, and recreational needs of the community; and

WHEREAS, the library will encourage curiosity, free inquiry, and lifelong learning; and

WHEREAS, the library will maintain the local history collection to preserve important community historical records; and

WHEREAS, it is appropriate to recognize the value and accomplishments of the library Trustees and library staff in serving the community by designating Berlin Public Library Week; now

THEREFORE, I Joel Bruessel, Mayor of the City of Berlin, and the City of Berlin Common Council, in recognition of this event do hereby proclaim the week of April 23-28, 2023, as "BERLIN PUBLIC LIBRARY WEEK".

PASSED BY THE COMMON COUNCIL THIS 14th DAY OF MARCH, 2023.

Joel Bruessel, Mayor

Attest: _____
Sara Rutkowski, City Clerk

DATE: March 7th, 2023

TO: Committee of the Whole

FROM: Rebecca Bays

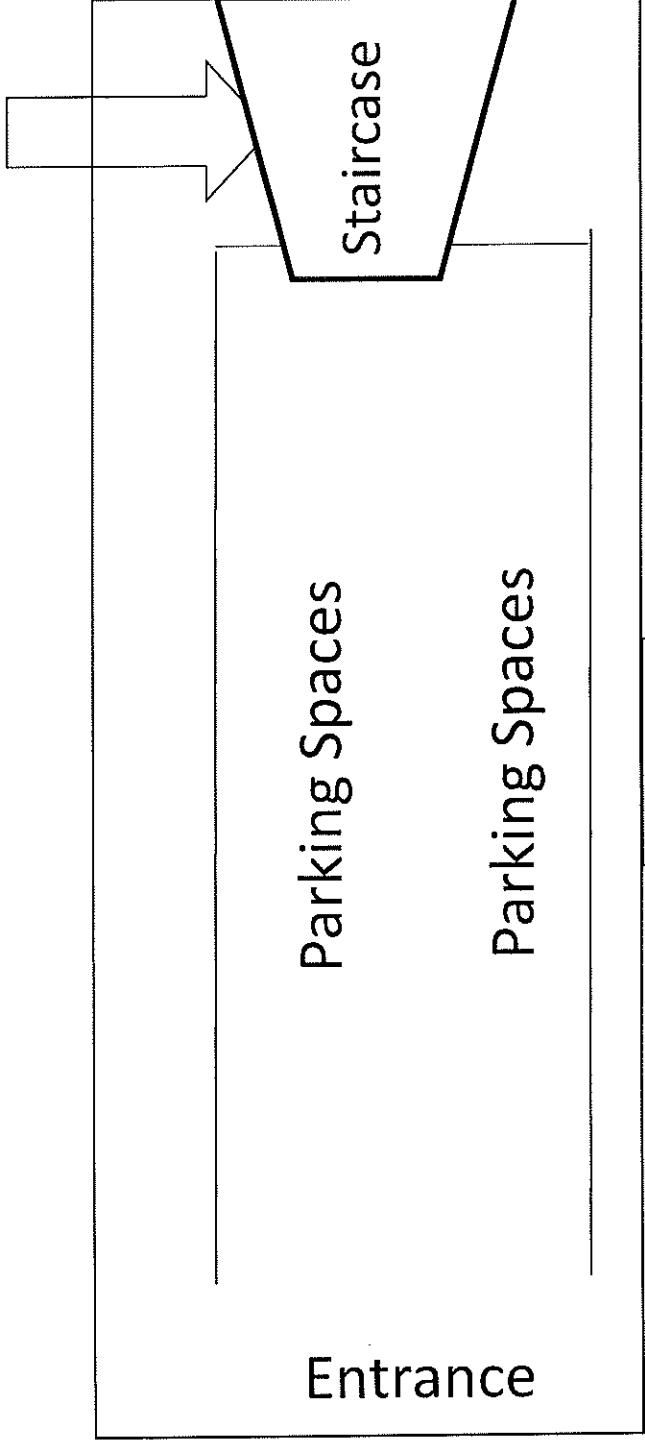
RE: Stairs for Safety

Background: Since I started almost a year and a half ago, one of the most frequent suggestions that I have heard is a staircase that connects the sidewalk on West Noyes Street to the parking lot. This request comes after the construction on Water Street. When Water Street is out of commission, the seniors have to park along Noyes Street. There is a sidewalk that is along Frontier and goes in front of the building, but many of the seniors do not walk the sidewalk because it is too much for them to walk. The staircase would be wide enough to maneuver a walker down as well as have a hand rail which would eliminate the excess walking that they would have to do. Seniors also park up on Noyes when the Center is busy, which is happening more and more frequently as we build our membership.

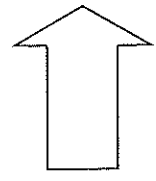
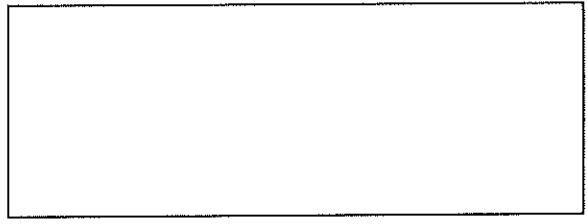
I have one quote, which is attached, for the stairs. I have been trying to lock in other quotes with no success. This quote will be slightly less because we are not putting the concrete between the road and the sidewalk. Through various raffles and events, we have raised \$2,000.00 towards the final cost. I am asking Committee of the Whole to recommend to Common Council to cover the remaining cost of the stairway which is approximately \$5,000.00

Recommendation: Recommend to Common Council to spend \$5,000.00 in APRA funds to be used to complete the stairs project at the Senior Center.

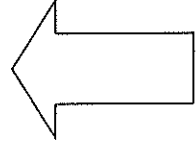
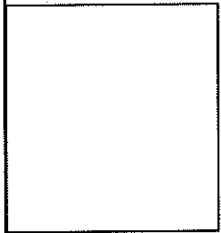
Grass Area



Sidewalk



Sidewalk to
Center



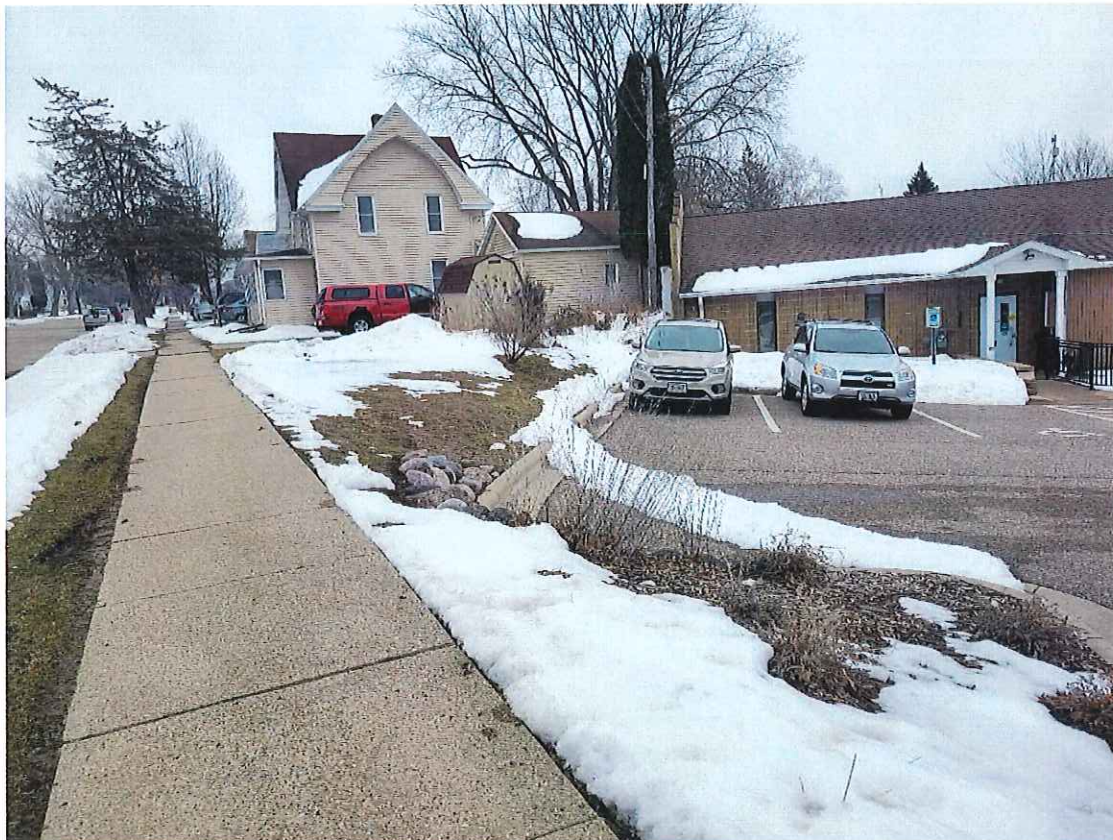
West

Noyes St

Overview of the Senior Center Parking lot and sidewalk:



Picture showing how steep the sidewalk to the back door is:





Phelps Concrete Construction

Jonathan Phelps
Business Number (920) 267-0153
173 Center St
Berlin, WI
54923
phelpsconcrete@hotmail.com

PROPOSAL

EST0751

DATE

08/15/2022

TOTAL

USD \$4,000.00

TO

John Krings

☎ +19202297467

DESCRIPTION	RATE	QTY	AMOUNT
Concrete stairs installation 6 bag mix rebar reinforcement sealed and finished	\$3,500.00	1	\$3,500.00
Concrete sidewalk installation Sidewalk from road to the new stairs 11'x4' 6 bag mix rebar reinforcement sealed and saw cut	\$500.00	1	\$500.00
TOTAL			USD \$4,000.00

Price includes cost of concrete trucks, materials, labor and all other equipment.

We will try our best to not make any damages to lawns. Unless agreed upon prior landscaping will not be included in price.

Signature accepts proposal

Customer:

Sign x _____

Print x _____

Date x _____

Phelps Concrete Construction:

Sign x _____

Print x _____

Date x _____

Invoices are subject to be paid in full within 10 days of finished work, failure to pay within 10 days will follow with late fees in the amount of 50\$ per day. We enjoy working with all clients and do not wish to pursue late fees but it falls into our policy, thank you.

Thanks for your business!

John Krings & Sons Welding LLC
282 North Kossuth St
Berlin, WI 54923
(920) 229-7467
johnkringswelding@yahoo.com

Estimate

ADDRESS

Berlin senior Center
142 Water St
Berlin, WI 54923

ESTIMATE # 1007

DATE 09/26/2022

ACTIVITY	AMOUNT
Two part railing to match building .	
Services	1,340.00
Steel and paint	
Services	1,400.00
Welding labor	

TOTAL

\$2,740.00

Accepted By

Accepted Date

ARPA Funds Availability:

Beginning Amount: **\$563,640.00**

What has been spent: **\$317,915 (highest estimate)**

- Playground equipment \$73,437.00
- Security Cameras \$65,485.00
- City Hall Roof \$79,742.82
- ½ Library Roof \$34,250 quoted at
- Fire Station Generator \$17,575.45 + installation costs (not to exceed 25K)
- Possible SC Cameras \$? (high estimate of 10K)
- Playground building \$20,000 rough estimate
- Mueller Communications \$10,000 (up to)

Funds Remaining Estimate: **\$245,725.00**

NOTE: I know I have mentioned to a few of you, but we are also in need of a new financial software in the Clerk's office and would need to use ARPA funds to purchase it. Our current software is over 22 years old, the number of municipalities that have it is dropping every year, support is almost non-existent at this point and it is difficult for new staff members to learn as it is extremely clunky. The expected cost for all the programs we would need (basic financial, utility billing, point of sale, fixed assets) is around \$20K. Staff is currently looking into which one would be the best fit for our office and accounts before bringing the request to Council next month.

RECOMMENDATION:

- If Council wants to spend ARPA funds on this great project, I would advise the motion to have the wording, "cost of project" and not an exact amount, as we are not certain how much it will decrease due to removing the sidewalk to road portion.

To: Common Council
Date: March 09, 2023
From: City Staff
RE: Ball Field Concerns, etc.

Background:

Berlin Youth Baseball & Softball (BYBS) will be presenting requests concerning the Ball Fields in the City of Berlin. BYBS recently donated two batting cages at the north end of Riverside Park in September 2021.

Berlin has three ball diamonds: North, South and Klein. North Ball Diamond receives the most use and the majority, if not all, of ball tournaments are held there as it is in the best shape and has the working scoreboard. Members of the public are allowed access to the scoreboard when they pay to rent the field. The School's teams are allowed access for free for games as we have a mutual agreement in place where neither side pays any use fees for facilities usage. At this time, all youth groups play and use the fields for free.

Staff was contacted in 2022 from BYBS for three requests: adding a storage shed by the batting cages, doing something about the fencing behind home plates as it was beginning to roll up, and doing something to the Klein and South scoreboards to get them up and running. Staff's last contact with the group was in October of 2022. At that time, BYBS was advised on the requirements of adding a shed, staff was to look into fixing the other two scoreboards, and BYBS was advised when they were ready, to go before Parks & Recreation Commission. Staff had not heard anything since then.

After last month's Council meeting, Rebecca reached out to the BYBS group, as they had not reached out to her yet to be placed on the agenda for P&R Commission and she needed to complete the agenda packet. P&R Commission attempted to meet but was unable to have a quorum in March. With B.Dollevet resigning, the quorum requirement for P&R Commission goes from four to three individuals, making it easier for P&R Commission to meet, as there were three P&R Commission members able to meet in March.

Staff is aware of a variety of issues at the Ball Fields, but as is typical with the Parks there are a variety of issues with all things in the parks, we have to balance regular maintenance costs and try to fit what repairs we can in the budget. Scott can expand on this more as needed.

Requests from Group:

1. Kiwanis Concession Stand
2. Field Dragging
3. Field Maintenance
4. Fence
5. Scoreboards
6. Storage Shed
7. Selling Ad Space

Staff Recommendations:

1. Kiwanis Concession Stand:

We are unable to do anything concerning the Kiwanis Concession Stand this year as the contract the City has with the Kiwanis Club of Berlin allows them the exclusive right to sell concessions out of the stand and within a 300-foot radius of the building. Kiwanis can give permission to a group to use the concession stand, it does require two active members to provide written permission. The term of the agreement is 20 years (last amendment was in 2014) and even if the City of Berlin wanted to terminate the agreement, we can only give notice in December of the year prior to termination. Any notice of termination couldn't take effect until January of next year.

2. Field Dragging:

BYBS has a tournament on the weekends and would like to use their own equipment to drag the fields. Previously, our insurance company did not advise that. After discussing this issue in more detail with our insurance representatives, they would be ok with allowing the group to drag the fields using their own equipment on weekends only when they have tournaments, with a signed agreement from the group stating that any injuries, damages etc. that result from the field dragging would be covered by the group. The city would not be liable. If Council is okay with this, we can begin working on drafting an agreement.

3. Field Maintenance:

BYBS has mentioned to staff about the fields being in bad shape, which staff agrees with. Our fields are in desperate need of re-shaping. Recently, the school had a professional contractor come in and re-do one of their fields. When Council discussed budget in November of last year, I mentioned that staff was looking into redoing the ball fields as a possible ARPA expense. Scott had reached out the company the school used at that time and was advised that they couldn't give a quote until Spring as they would need to see the status of the fields at that time. We are hoping the rep will be able to make it out to Berlin in the next few weeks. This is not something we would be able to budget for, this would most likely have to be an ARPA expense as the cost per field is roughly \$10-15K.

4. Fence:

BYBS had mentioned the fencing behind home plate is bending. Staff is aware of this issue and has looked into a variety of things. Bumpers do not seem to be a good idea as they would be open to damage/graffiti if not removed each time and stored somewhere, plus they would require replacement on a more regular basis. Staff, for this year, when weather is permitting, plans on bending the fencing back down and burying it below the sand. This will only serve as a short-term fix. Staff is also looking into replacement fencing cost. Staff is in the process of getting quotes for fencing replacement around the entire field, and also a smaller portion of just replacement around the home plate. We also have to wait for these quotes to come in. Depending on cost, we might be able to fit the smaller fence portion repair into this year's budget, but most likely will not be able to replace the entire fence without funds coming from somewhere else.

5. Scoreboards:

BYBS had mentioned the scoreboards on Klein and South Ball Field do not appear to be working well. Staff is aware of these electrical issues and have been on a waiting list with an electrician to come in and look at what can be repaired. Staff would suggest possibly replacing the scoreboards all together. They are quite old. We have looked into the cost and the three quotes received totaled \$19,740, \$16,588, and \$18,086. This would be to replace all three. North is still working (although old) and we could possibly look into moving it to a less used field. Staff did not prioritize getting the lower fields scoreboards working because we typically do not get requests to use those scoreboards. The lead time for the scoreboards, if ordered, would range from 8-10 weeks and the cost listed above does not include installation or set up.

6. Storage Shed:

BYBS has requested to place a shed next to the batting cages at the north end of Riverside (right by the Campgrounds). Staff had informed BYBS of the requirement that the shed be donated to the City, as the City's insurance will not allow a shed to be placed on City property that is not owned by the City. BYBS is aware of this requirement, as they donated the batting cages in the past. Staff had requested the shed siding to be changed from wood to low maintenance vinyl siding as this will be easier for the City to maintain. We had requested similar changes to the base of the batting cages for easier staff maintenance that was done without issue. We are already moving as many items in the parks away from wood as we can, to save costs of repainting every year. BYBS has also expressed a concern that other groups would be allowed access to shed. Staff is not asking for that, nor planning on it. Staff will need access to the shed as it would be City property. I would suggest, if and when the BYBS group donates the structure to the city, we can include a clause in the agreement stating that the only other access granted is to City staff and that if any other group requests access or storage abilities, City staff would bring the request to the attention of BYBS Board and a decision could be made at that time, together.

7. Selling Ad Space on Ball Field Fencing:

BYBS has requested the ability to sell ad spacing on ball field fencing as a way of generating revenue for their group. Staff agrees it would easier for the group to raise the funds. After careful consideration, staff would be ok with this, as long as the funds generated would come back to the ball fields. That is a requirement that other municipalities have with their local youth groups. The youth groups and municipalities staff sit down and decide what the funds are spent on. All agree it shouldn't be spent on maintenance costs, or on items only for the youth group, but should be items that are accessible and visible to members of the public.

Staff has tried to find the balance of meeting all of the requests from members of the public concerning all Park related items, not just the ball fields. If Council is willing, staff would advise using ARPA funds to re-shape the ball fields, look into one or two new scoreboards, and also use funds to purchase new fencing. At the minimum, Staff would recommend using ARPA funds to re-shape the ball fields.

RECOMMENDATION: If Council would like to spend ARPA funds on any of the above requests, I would again advise that a specific amount not be listed in the motion.

CONCESSION LEASE AGREEMENT
AMENDMENT
FEBRUARY 11, 2014

THIS AMENDMENT is to the CONCESSION LEASE AGREEMENT made on the 21st day of April, 2001, between CITY OF BERLIN, Green Lake County, State of Wisconsin, herein referred to as GRANTOR, and KIWANIS CLUB OF BERLIN, INCORPORATED, County of Green Lake, State of Wisconsin, herein referred to as CONCESSIONAIRE. As of the date of this AMENDMENT, the terms and provisions of such CONCESSION LEASE AGREEMENT shall be as follows:

RECITALS

GRANTOR owns and operates the real property known as The North Ball Diamond located in the City of Berlin Riverside Park, as well as the concession building located thereon known as the Berlin Kiwanis Building, and GRANTOR desires to grant a concession in the park within said Berlin Kiwanis Building and within a 300 foot perimeter of said building. CONCESSIONAIRE desires to secure such concession rights in such building and 300 foot perimeter. In consideration of the mutual covenants herein contained, the parties agree as follows:

1. GRANTOR grants to CONCESSIONAIRE and CONCESSIONAIRE accepts from GRANTOR the exclusive privilege of maintaining a concession in the building already known as the BERLIN KIWANIS BUILDING, and a 300 foot perimeter surrounding such building, located in said park adjacent to the North Ball Diamond.
2. CONCESSIONAIRE shall furnish the necessary items of equipment it deems necessary to operate its concession. CONCESSIONAIRE shall maintain ownership of said items of equipment.
3. CONCESSIONAIRE shall pay the GRANTOR the sum of one dollar (\$1.00) per annum for the use of the premises.
4. CONCESSIONAIRE shall be reasonably available to operate the concession during ball games scheduled at the diamond during the evening hours by the GRANTOR, five days a week during applicable seasons or such times that the GRANTOR deems necessary for the operation of the concession.
5. CONCESSIONAIRE shall at all times provide for the employment of persons to operate the concession, and said employees shall not be considered employees of the City. CONCESSIONAIRE shall be solely responsible for providing any necessary workers compensation and unemployment insurance for its own employees.
6. Only with the express written permission from the CONCESSIONAIRE, the GRANTOR may allow other bonafide non-profit organizations to sell concessions in the Berlin Kiwanis Building and/or the 300 foot perimeter around such building. Express written permission must be granted by two current officers of the Berlin Kiwanis Club.

7. The term of this AGREEMENT shall be for a period of twenty (20) years from the date of execution of this AGREEMENT. However, either party may terminate this AGREEMENT at any time, for any reason, by giving notice to the other party of its intention to terminate on December 31, of the year prior to termination.
8. Upon expiration of said twenty (20) year term, this AGREEMENT shall be renewed only upon mutual negotiation and consent of the parties. However, upon expiration hereof, or upon termination of this AGREEMENT by the GRANTOR for other than a good cause, CONCESSIONAIRE shall have a right of first refusal to continue to lease the concession if GRANTOR wishes to market the concession lease to other third party groups or organizations. To exercise said right of first refusal, CONCESSIONAIRE must be willing to match the terms and conditions of the best bonafide offer to lease the concession from a third party. If CONCESSIONAIRE does match such bonafide offer, GRANTOR shall be obligated to continue leasing the concession to the CONCESSIONAIRE.
9. Structural maintenance of the premises, including the exterior painting shall be done by the GRANTOR. The interior painting of the concession building shall be the responsibility of the CONCESSIONAIRE. GRANTOR agrees to maintain the building in good order and repair, reasonable wear and tear excepted, at its own expense during the entire term of this AGREEMENT. If GRANTOR neglects or refuses to make repairs, CONCESSIONAIRE shall have the right to perform such maintenance and repairs for the account of GRANTOR and GRANTOR shall promptly reimburse CONCESSIONAIRE for the costs thereof, provided the CONCESSIONAIRE shall first give GRANTOR sixty (60) days written notice of its intentions to perform such maintenance or repairs for the act of GRANTOR to enable GRANTOR to perform such maintenance or repairs at its own expense.
10. CONCESSIONAIRE shall maintain all of its own equipment in good working condition, at all times, at its own expense, for the operation of the concession. GRANTOR shall have access to the concession building, and each part thereof, for the purpose of inspecting and making repairs on the same. GRANTOR shall have the privilege of storing items in a designated storage spot in the building. In addition GRANTOR retains the right to exclusively utilize the station on the second story for the purpose of operating a baseball scoring room for the benefit of the ball leagues using the diamond.
11. GRANTOR shall maintain liability and fire insurance on the premises, except CONCESSIONAIRE shall hold GRANTOR harmless from and shall defend and indemnify it from and against all liability for injury to or death of persons or damage to property arising from activities of CONCESSIONAIRE, its employees, agents or customers under this AGREEMENT. CONCESSIONAIRE shall also maintain its own general public liability policy in the amount of \$500,000.00 minimum per occurrence, with a Certificate of Insurance showing the GRANTOR as an additional insured.
12. On the termination of this AGREEMENT GRANTOR shall have full authority and ownership of the building and all improvements upon the premises.
13. Notwithstanding all of the provisions hereof, the parties hereunder by mutual consent in writing, may agree to modifications or additions hereto. GRANTOR shall have the right to grant reasonable extensions of time for any purpose or for the performance of any obligation of the

CONCESSIONAIRE hereunder, without affecting its rights hereunder. Any failure of either party hereto to enforce any of its rights or remedies hereunder shall not be construed as a waiver of its right to do so thereafter.

14. CONCESSIONAIRE is an affiliate of the International Kiwanis Club, a public service organization, and all net proceeds from the concession must be used for community projects and in and about the City of Berlin, Wisconsin.
15. If either party is unable by reason of force majeure to carry out any of its obligations under this AGREEMENT, then upon giving notice and particulars in writing to the other party within a reasonable time after the occurrence of the cause relied upon, such obligation shall be suspended. "Force Majeure" shall include acts of God, laws and regulations, governmental action, war, civil disturbances, lightning, fire, flood, wash-out, storm or any other causes that are not reasonably within the control of the party so affected.
16. In the event any provision of this AGREEMENT is held to be void, invalid or unenforceable in any respect, then the same shall not affect the remaining provisions thereof, which shall continue in full force and effect.
17. All notices provided for in this AGREEMENT shall be deemed given one (1) business day after the date sent in writing by mail or transmission by electronic facsimile copy to the appropriate party at one of the following addresses:

City of Berlin
108 N. Capron Street
PO Box 272

Berlin, WI 54923
Phone: (920) 361-5400
Fax: (920) 361-5454

Kiwanis Club of Berlin, Incorporated
Attn: President

Berlin, WI 54923
Phone: ()-____-_____
Fax: ()-____-_____

18. All of the terms and conditions of this AGREEMENT shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors, heirs, and assigns.
19. This AGREEMENT contains the entire understanding of the parties. It may not be changed orally. This AGREEMENT may be amended or modified only in writing that has been executed by both parties hereto.

IN WITNESS WHEREOF, we have hereunto set our hands as of the date first above written.

KIWANIS CLUB OF BERLIN, INCORPORATED
Name: Bryan Beardsley
Title: President Berlin Kiwanis

CITY OF BERLIN
Richard D. Schramer
Richard D. Schramer, Mayor
Jodie Olson
Jodie Olson, City Administrator



108 N. Capron Street
PO Box 272
Berlin, WI 54923

MEMORANDUM

DATE: March 26, 2014

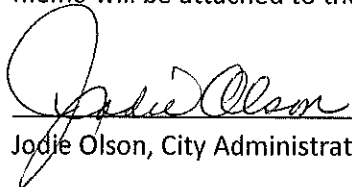
TO: Berlin Kiwanis Club

FROM: Jodie Olson, City Administrator/Clerk-Treasurer

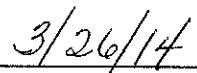
RE: Kiwanis Concession Stand Agreement

The Common Council approved a Concession Lease Agreement Amendment between the City of Berlin and the Berlin Kiwanis Club for the Kiwanis Concession Stand in Riverside Park on February 11, 2014. The intent of the amended Agreement was to provide concession rights to the Kiwanis within a 300 feet radius of the Concession Stand whereby, no other concessions could be sold within 300 feet in any direction without the express written permission of the Berlin Kiwanis.

This memo is to serve as clarification that any language in the Agreement referencing a "300 foot perimeter" is intended to mean a 300 feet radius in all directions of the Kiwanis Concession Stand. This memo will be attached to the original agreement for future reference and interpretation.



Jodie Olson, City Administrator/Clerk-Treasurer



Date

Rebecca Bays

From: Micky Miller <one.homeschooling.mom@gmail.com>
Sent: Wednesday, October 19, 2022 12:59 PM
To: Rebecca Bays
Cc: Andrew Dewitt; Scott Zabel
Subject: Re: BYBS- Berlin Youth Baseball & Softball

Got it! Thanks so much!

On Wed, Oct 19, 2022 at 12:57 PM Rebecca Bays <rbays@cityofberlin.wi.gov> wrote:

P&R stands for Park and Recreation Commission. COB is City of Berlin

From: Micky Miller [mailto:one.homeschooling.mom@gmail.com]
Sent: Wednesday, October 19, 2022 12:47 PM
To: Scott Zabel
Cc: Andrew Dewitt; Rebecca Bays
Subject: Re: BYBS- Berlin Youth Baseball & Softball

Okey-dokey! I will go back and get quotes for vinyl siding. And I will also go back to the board because maybe we will not move forward if the city is going to allow others in. Obviously that's potential for our items to come up missing or damaged.

What is P&R you referred to in your first email?

And also COB? Just trying to understand the entirety of the situation. Thanks for the info!

Micky

On Wed, Oct 19, 2022 at 11:20 AM Scott Zabel <szabel@cityofberlin.wi.gov> wrote:

I can look into getting a quote for the booth. As far as the shed goes when Russ brought the idea forward I explained that the shed must be constructed from building materials that are no maintenance. The reason for that is because once it's donated to the city we will be responsible for maintaining the structure. A Painted wood exterior is not acceptable, vinyl or steel siding with wrapped door jams is acceptable. Once these terms are agreed upon the commission can approve. Below is the response I gave on 8/18/22.

Good evening Russ,

Your plan for the storage building sounds good to me. If you could provide a simple sketch of placement that would be helpful. I would recommend to the P&R to approve once BHS, COB and your organization all have agreed upon the location, size of the structure and the structure be built in accordance with zero maintenance building materials and agreement to donate the structure to the city. You would have access to the structure but would not be limited to your organization. Thanks and have a good evening.

From: Micky Miller <one.homeschooling.mom@gmail.com>

Sent: Wednesday, October 19, 2022 9:42 AM

To: Rebecca Bays <rbays@cityofberlin.wi.gov>

Cc: Andrew Dewitt <adewitt@cityofberlin.wi.gov>; Scott Zabel <szabel@cityofberlin.wi.gov>

Subject: Re: BYBS- Berlin Youth Baseball & Softball

Thanks so much everyone for looking into these things!!

On Wed, Oct 19, 2022 at 9:41 AM Rebecca Bays <rbays@cityofberlin.wi.gov> wrote:

Hi Micky,

I have add Scott and Andrew to this conversation as well. Scott, would it be possible to get a quote to redo/repair the South Diamond score booth? For the shed, is there anything that we need to do right now besides bring it in front of the Commission?

Andrew, do you know more detail on what might be going on with the Klein scoreboard? Also, do you know exactly what Micky is referring to for the backstops?

Thanks,

Becca

From: Micky Miller [mailto:one.homeschooling.mom@gmail.com]

Sent: Tuesday, October 18, 2022 10:21 PM

To: Rebecca Bays

Subject: Re: BYBS- Berlin Youth Baseball & Softball

Oh my goodness- time flies! Hope you are doing well! I wanted to touch base with you about our BYBS board meeting.

We did discuss the South Diamond score board/booth. We have information about a possible memorial (Annamae from Kiwanis had mentioned this) to help with funding, so we hope that parks department will move forward with this project by getting a quote.

We're also wondering if there is any information about Klein's scoreboard? The lights seemed to work, but numbers were "funky" -just seemed like something in the controller might be off when we tried to use it at our tournament this past summer.

•

The other thing that we're wondering if maintenance can work on the back stops behind home plate? Minimally, bending the fence chain back down or possibly adding a bumper of some kind back there. This is especially for South diamond and Klein field.

Concerning the shed that we want to put up by the batting cages to store our pitching machines, we are currently looking at country builders for a 10 foot by 12 foot shed with both a roller door and an access door. We are open to having it painted whatever color the city would approve of.

Thanks so much for all your work with us! We really love getting our community kids out on the diamonds!

Micky

Sent from my iPad

On Oct 5, 2022, at 1:01 PM, Rebecca Bays <rbays@cityofberlin.wi.gov> wrote:

Softball

Rebecca Bays

From: russ lichtenberg <rlichtenberg72@gmail.com>
Sent: Thursday, August 18, 2022 9:28 PM
To: Scott Zabel
Cc: Rebecca Bays; Sara Rutkowski
Subject: Re: Shed

Thanks Scott,
We'll be in touch as soon as I meet with high school.
Thanks again,
Russ

On Thu, Aug 18, 2022 at 9:02 PM Scott Zabel <szabel@cityofberlin.wi.gov> wrote:

Good evening Russ,
Your plan for the storage building sounds good to me. If you could provide a simple sketch of placement that would be helpful. I would recommend to the P&R to approve once BHS, COB and your organization all have agreed upon the location, size of the structure and the structure be built in accordance with zero maintenance building materials and agreement to donate the structure to the city. You would have access to the structure but would not be limited to your organization. Thanks and have a good evening.

Sincerely,

Scott

Scott Zabel

Berlin Public Works Superintendent-Park Director

szabel@cityofberlin.net

(920)361-5425

Fax (920)361-5440

241 Spring St. Berlin, Wi. 54923

From: russ lichtenberg <rlichtenberg72@gmail.com>

Sent: Thursday, August 18, 2022 10:57:35 AM

To: Scott Zabel

Subject: Shed

Morning Scott,

Becca asked me to reach out to you about potential placement for the utility shed we'd like to have built by the building trades class at BHS. We would like for it to be close to the batting cages on the west side by the power outlet. The plan is to store the nets and all our pitching machines so the coaches have easy access to the cages and power to utilize them.

We're looking at a gravel underlay with a concrete pad . Size of approximately 10x12.

All dependent on BHS. I have to meet with them once school starts.

LMK what you are thinking or if you want to meet to discuss.

Thanks,

Russ

To: Common Council
Date: 03-09-2023
RE: North Industrial Park
From: Sara Rutkowski, City Administrator

Attached please find the following to assist with your North Industrial Park Discussion:

1. Map of proposed location of where Waste Water Treatment Plant would move to. Please keep in mind the WWTP does utilize some of the adjacent fields for spreading of waste materials. If those fields go away completely, the cost of moving the waste to another spreadable location could get significant.
2. Basics of Covenants listed on North Industrial Park Covenants
3. Letter from Summit Ridge Energy about possible land lease for Solar Project. Keep in mind the revenue projections are based off of them being able to utilize all of the proposed acres, right away. Most likely it would be a progression and we can cap it at the acreage we would be comfortable with.



Exhibit "B"

RESOLUTION APPROVING RESTATED DECLARATION OF PROTECTIVE COVENANTS
FOR REMAINING CITY OWNED PARCELS IN THE BERLIN NORTH BUSINESS PARK

I. GENERAL PURPOSE AND CONDITIONS

The Remaining Park Property shall be subject to the conditions, covenants, restrictions, easements, and protections hereby declared to ensure proper use and appropriate development and improvement of each building site thereof; to protect the industrial and business environment in the Remaining Park Property and the City of Berlin North Business Park as a whole; to guard against the erection thereon of structures built of improper or unsuitable materials; to ensure reasonable development of said property and locations thereon of buildings; to control development of said property as a business park including but not limited to proper setbacks from the street, adequate free space between structures, adequate parking, and in general, to provide for a high quality of improvements on said property, to ensure that each building site will not adversely affect the general plan for physical development of the business park, nor adversely affect the health or safety of residents or properties in the Remaining Park Property, the North Business Park as a whole, and surrounding areas.

II. LAND USE

A) PERMITTED USES

- 1) Manufacturing, warehousing, and distribution activities in general compliance with the City of Berlin Zoning Code.

B) PROHIBITED USES

- 1) Stockyards
- 2) Commercial/retail trade
- 3) Service
- 4) Fresh animal kill operations
- 5) Slaughter house
- 6) Pre-finished tannery operations
- 7) Pulp mills
- 8) Rendering plant
- 9) Junkyard
- 10) Sauerkraut manufacturing facility
- 11) Similar or like-type uses or operations which are offensive due to odor, noise, or unsightly appearance

Said prohibitive uses may only be amended by a joint resolution adopted by the City of Berlin and the Town of Aurora and in no other manner.

III. ARCHITECTURAL AND DESIGN CONTROL

A) BUILDING MATERIALS

- 1) Any building constructed on a parcel in the Remaining Park Property shall be of a masonry construction, enameled steel, steel frame, or the equivalent thereof or better.
- 2) Pole building construction is prohibited.
- 3) No building shall be so similar to or so at a variance with its neighboring building as to constitute a depreciation to the immediate neighborhood. The color and design of buildings should be consistent with adjacent structures.
- 4) Fronts of buildings and particularly the office areas shall be improved with decorative masonry, glass, accented metal panels or the equivalent thereof or better.

- 5) All buildings including accessory buildings, shall not cover more than 50% of the lot.

B) LANDSCAPING

- 1) All open areas of any parcel not used for parking, driveways, or storage, shall be landscaped, graded, and sodded or seeded within twelve months (12) of occupancy.
- 2) Trees (deciduous, coniferous, or ornamental bushes) and plantings shall be placed at a minimum in the front of the building site.
- 3) All land shall be maintained and kept free of noxious weeds, rubbish and debris by the property owner. It shall be the responsibility of the property owner to keep the grass mowed in the City right-of-way abutting the owner's property up to the street pavement and to the property boundaries on the sides and rear.

If property is not maintained, the City of Berlin may serve notice to maintain and if not complied with in five (5) days, the City shall mow the area or otherwise do maintenance and add this cost to the lot owner's real estate taxes.

C) ON-SITE UTILITIES

- 1) Electrical, gas, and other service extensions shall be installed underground from the street right-of-way, or power company easement to the building.

IV. SETBACK AND LOT AREA REQUIREMENTS

- A) No part or portion of any building shall be erected, constructed, or extend nearer than forty (40') feet of the right-of-way of any public street or highway.
- B) Not less than twenty (20%) percent of the front setback area shall be maintained as decorative areas, grass, and plantings.
- C) No part or portion of any building shall be erected, constructed, or extended nearer than twenty (20') feet to any rear lot line or side lot line.

V. OFF-STREET PARKING AND LOADING REGULATIONS

- A) Sufficient off-street parking shall be provided for employees, customers, and visitors.
 - 1) Total parking area shall be a minimum of one hundred eighty (180) square feet per vehicle.
 - 2) A minimum parking ratio of two (2) spaces for each three (3) employees shall be required on the maximum employment labor shift of the grantee.
 - 3) All parking areas and drives shall be improved with asphalt, concrete, or the equivalent within eighteen (18) months from the time of the occupancy of the building.

Any property owner may obtain a waiver from this requirement by written approval from all other City of Berlin North Business Park land owners, and upon review and approval by the City of Berlin Plan Commission. Once granted, the waiver may be rescinded at any time by the City of Berlin Plan Commission, but only upon written request by any land owner in the City of Berlin North Business Park.
 - 4) Outside storage areas do not need to be paved but are to be maintained in a dust free or low dust manner so as to not create a nuisance for neighboring properties.
 - 5) No parking shall be permitted nearer than fifteen (15') feet from any street right-of-way.

- B. Sufficient loading and maneuvering areas shall be entirely contained on site and behind the property line. No vehicle shall be allowed to protrude beyond the property line while loading or unloading.

VII. SIGNS

- A) Billboards are not permitted
- B) A sign identifying the name, business, or products of the person or firm occupying the premises is required.
 - 1) The sign shall be no larger than seventy-two (72) square feet with a perimeter of less than fifty-four (54') feet. Sign shall not exceed ten (10') feet in height.

VIII. SCREENING REQUIRED

- A) All material or products stored outside the building shall be screened by a wall, fence, or evergreen planting to limit exposure by a minimum of 55%, built to or maintained at a height equivalent or greater than the stored material.
 - 1) Such screening shall comply with the front yard setback requirement or be in line with the front of the building whichever is greater.
 - 2) Side yard and rear yard storage is permitted with proper screening within the setbacks provided for buildings on the premises.
- B) Screening shall also be required in addition to or in lieu of that required under sub paragraph A) along all property boundaries, where the adjacent property is zoned differently than the subject property, as necessary to preserve the integrity and zoning classification of the adjacent property. The boundary screens may consist of existing or planted vegetation, fences, walls, earth berms, or similar techniques. Plant screens shall be sufficient to provide a year-round screen within five (5) years of installation.

IX. APPROVAL OF PLANS

- A) No building shall be erected on any building site in the park until the plans for such building or improvement, including site plan, building plan, and specifications have been approved by the Plan Commission of the City of Berlin. This information can be presented at the time land is purchased in its preliminary format. The Plan Commission shall approve or disapprove such plans with respect to conformity with these restrictions and other applicable enactments of the City, and with respect to harmony of external design and the land use as it affects property within and adjacent to the park. Additions and alterations shall be in conformance with applicable building codes, and if said addition plans exceed 50% of the existing floor area, the Plan Commission shall be made aware of the alteration. Failure of the Commission to act upon such building or improvement plans within forty-five (45) days after submission to the City Plan Commission, shall constitute approval of such plans under these covenants.

X. COMMENCEMENT AND COMPLETION OF CONSTRUCTION AND REPURCHASE OPTIONS.

- A) Construction of improvements on any parcel purchased out of the Remaining Park Property shall commence no later than one hundred eighty (180) days after purchase of the parcel and shall be completed within one (1) year after purchase. In the event this requirement is not met, the City of Berlin shall have the option to nullify the original sale transaction and demand title be conveyed back to the City of Berlin. The City of Berlin shall return all consideration paid, less all actual costs incurred by the City related to the sale transaction, including actual attorneys fees incurred. The restriction described in this paragraph may be waived or modified by the City of Berlin Plan Commission when an existing owner of a parcel in the City of Berlin North Business Park, with a building located thereon, purchases adjoining land for purposes of expansion. Further, this provision shall be waived if the contract for the purchase of the parcel from the City sets forth different time limits for commencement or completion of improvements.

- B) In the event any owner of a parcel elects to sell any vacant parcel in the Remaining Park Property, it shall first be offered for sale, in writing, to the City of Berlin at the parcel's fair market value, to be determined by a Wisconsin licensed commercial real estate appraiser selected and hired by the City of Berlin. The City of Berlin shall have sixty (60) days from the date of receipt of the offer to sell to complete the appraisal and to accept or reject the offer, unless an extension of time may be mutually agreed upon and set forth in writing. Acceptance or rejection of such offer shall be indicated by resolution adopted by the Common Council of the City of Berlin. If the offer to sell is accepted by the City of Berlin, the purchase price shall be payable in cash (or cash equivalent) at closing. The purchase shall include all of the seller's interest in the subject property, and shall exclude any personal property of the seller. The transaction shall be subject to standard real estate tax and other closing prorations. The subject property shall be sold "AS IS". Upon the payment of the purchase price, the seller shall convey the subject property to the City of Berlin by warranty deed free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and other municipal services, recorded building and use restrictions and covenants, and general taxes levied in the year of closing, provided none of the foregoing prohibit the continuing use of the subject property, which constitutes merchantable title for purposes of the transaction. The seller shall further be required to execute the documents necessary to record the conveyance. The seller shall provide prior to closing a commitment for title insurance to the City of Berlin in the amount of the purchase price on a current ALTA form issued by an insurer licensed to issue title insurance in Wisconsin. The title represented shall be merchantable, subject only to standard title insurance exceptions. The seller shall pay all costs of said title insurance and shall pay the transfer fee for the transaction. All special assessments and charges incurred prior to closing shall be obligation of the seller. The closing shall take place at the office of the City of Berlin's attorney no later than 30 days after the adoption of the City of Berlin resolution accepting the offer to sell. If the City of Berlin fails to act on such offer of sale within the requisite sixty (60) day period or rejects said offer, the owner may then sell the offered parcel to any third party and the City of Berlin's rights under this paragraph shall be null and void. All other protective covenants, and those remaining covenants as contained herein, shall remain in full force and effect upon said lands, and the use of said lands by any subsequent purchaser shall continue to be subject to applicable zoning, ordinances, restrictions, and regulations relating to the use of said premises at the time of such sale.
- C) Hereafter all existing land owners purchasing additional land in the Remaining Park Property shall be bound by these restated covenants for the newly acquired property as well as for the land owner's adjacent property if the newly acquired property in the Remaining Park Property is used for an expansion of the land owner's existing business on the adjacent property.
- D) Each parcel shall be conveyed subject to the within restrictions and covenants all of which are to run with the land and shall be binding on all parties and all persons claiming under them.

XI. ENFORCEMENT

- A) The requirements and restrictions set forth herein shall be enforceable by the City of Berlin Common Council, or its designees, upon recommendation from the City of Berlin Plan Commission, for the maximum period allowed by law and shall be enforceable by:
- 1) Injunctive relief, prohibitive or mandatory, to prevent breach of or to enforce performance or observance of these standards and requirements; or
 - 2) Money judgment for damages by reason of the breach of these standards; or
 - 3) Both (1) and (2) above.
 - 4) Failure of the City of Berlin to enforce any provisions contained herein upon the violation thereof, shall in no event be deemed to be a waiver of the rights to do so to any subsequent violation.
 - 5) The City of Berlin Common Council, upon review and recommendation by the City of Berlin Plan Commission, may grant variances to the provisions of these standards and

requirements in cases where, by reason of extraordinary and exceptional conditions of any site or circumstances, would result in peculiar and practical difficulties or exceptional or undue hardship upon the owner of any building site, or where otherwise deemed appropriate by the City of Berlin Common Council.

- 6) Invalidation of any of the provisions of these standards and requirements, whether by court order or otherwise, shall in no way affect any of the other provisions which shall remain in full force and effect.

DECLARATION OF RESTRICTIONS
Berlin Industrial Park
First Draft: June 11, 1974

1. No building or any improvement shall be erected, placed or altered on any building site in this park until the plans for such building or improvement, including site plan, landscape plan, building plan and specifications have been approved by the Planning Commission of the City of Berlin or an authorized Control Committee of the Planning Commission. Said commission or committee shall approve or disapprove such plans with respect to conformity with these restrictions and other applicable enactments of the City, and with respect to harmony of external design and land use as it affects property within and adjacent to the subdivision.

Failure of the aforesaid commission or committee to act upon such building or improvement plans within sixty (60) days after submission to the City of Berlin Planning Commission shall constitute an approval of such plans.

2. No part or portion of any building shall be erected, constructed, or extended nearer than twenty-five (25) feet from the front line of any parcel in said park. Not less than fifty (50) percent of setback area shall be maintained as decorative area.

Decorative areas, drives and walks shall be completed no later than six (6) months after completion of building.

3. No part or portion of any building shall be erected, constructed, or extended nearer than ten (10) feet to any interior side lot line, or extended nearer than ten (10) feet to any rear lot line except that this restriction shall not apply to the erection or construction of any building or structure used for railroad loading or unloading facilities.

4. No building shall be so similar to or so at variance with its neighboring buildings as to constitute a depreciation to the immediate neighborhood.
5. One parking stall of not less than 180 sq. ft. excluding drive and approaches, shall be provided on each property for every 1000 sq. ft. of building area or for every two employees, whichever amount constitutes the greater number of stalls. Parking stalls shall be added on each property as required to accommodate all employees. Variances may be granted by the Planning Commission for warehouse or similar uses upon proof that such parking restrictions are not realistic. City streets will not be designed by the City to provide parking.
6. All material or products stored outside building must be behind the building setback line from the street
7. No activities involving the storage, utilization or manufacture of materials or products which decompose by detonation shall be permitted in said park.
8. In the event any purchaser of land from the City of Berlin elects to sell any portion thereof which is not being used in connection with the business or industry of purchaser, or which purchaser desires to sell separate and distinct from any sale of the business or industry being conducted by purchaser the same shall first be offered for sale, in writing, to the City of Berlin at the price per acre paid for such land by the purchaser, together with cost of any improvements thereon paid for by the purchaser and any special assessments paid by purchaser relating to such lands, with interest at the rate of 5% per annum from date of payment of the purchase price of said lands by purchaser, from the date of payment of any cost for improvements on said lands by purchaser and from the date of payment of any special assessments by purchaser relating to such lands, to date of re-purchase by the City.

The City shall have ninety (90) days from date of receipt of such offer to accept or reject the same, unless an extension of time may be mutually agreed upon and set forth in writing. Acceptance or rejection of such offer shall be indicated by resolution adopted by the Common Council of the City of Berlin.

In the event of acceptance of such offer by the City, conveyance shall be by warranty deed free and clear of all liens or encumbrances created by act or default of purchaser.

If the City of Berlin fails to act on such offer of sale within ninety (90) days from receipt thereof as aforesaid or rejects said offer, purchaser may then sell said lands to any person, firm or corporation and the City shall have no further interest therein, except that any use of said lands by any subsequent purchaser shall be subject to applicable zoning, ordinances, restrictions and regulations of the City relating to the use of said premises at the time of such sale.

9. Construction of improvements shall commence not later than one hundred eighty (180) days after purchase of site and shall be completed within one (1) year. This paragraph does not apply to the City of Berlin or may be waived by the Planning Commission when an existing property with a building purchases adjoining land for purposes of expansion.
10. Each lot shall be conveyed subject to the within restrictions and covenants, all of which are to run with the land and shall be binding on all parties and all persons claiming under them, ~~for a period of ten years commencing July 1, 1974, after which time covenants and restrictions shall be automatically extended for successive periods of ten year each.~~

11. Invalidation of any one of these covenants or restrictions contained within this Declaration of Restrictions, by judgement or court order, shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

RESOLUTION

RESOLUTION AMENDING RESTRICTIVE COVENANTS IN THE BERLIN INDUSTRIAL PARK

WHEREAS, the City of Berlin, a Wisconsin Municipal Corporation, is the owner of the Berlin Industrial Park, excluding lots heretofore sold, which parcels are described as:

Parcel Number 1: A part of the E 1/2 of the SE 1/4 and a part of the SE 1/4 of the NE 1/4 of Section 10, Township 17 North, Range 13 East, of the Fourth Principal Meridian, City of Berlin, Green Lake County, State of Wisconsin which is more particularly described as follows: Commencing at the East one quarter corner of Section 10, Township 17 North, Range 13 East of the Fourth Principal Meridian; thence North 261.50 feet; thence South 85 degrees 57 minutes West, 250.83 feet to the point of beginning; thence continue South 85 degrees 57 minutes West, 842.40 feet; thence South 1535.00 feet to the centerline of the Rush Lake Road; thence North 88 degrees 33 minutes East 1057.70 feet; thence North 933.00 feet; thence South 88 degrees 33 minutes West, 217.07 feet; thence North 640.20 feet to the point of beginning. Containing 34.65 acres, excepting the Southerly 33.00 feet which is reserved for Highway purposes land is known as the Rush Lake Road.

Parcel Number 2: A part of the SE 1/4 of the S 1/2 of the NE 1/4 of Section 10, Township 17 North, Range 13 East of the Fourth Principal Meridian, City of Berlin, Green Lake County, State of Wisconsin, which is more particularly described as follows: Commencing at the E one quarter corner of Section 10, Township 17 North, Range 13 East of the Fourth Principal Meridian; thence North 261.50 feet; thence South 85 degrees 57 minutes West, 1093.23 feet to the point of beginning; thence continue South 85 degrees 57 minutes West 767.00 feet; thence South 16 degrees 53 minutes West 514.78 feet; thence South 45 degrees 52 minutes East 101.44 feet; thence South 42 degrees 02 minutes East, 1235.70 feet; thence North 88 degrees 33 minutes East 14.30 feet; thence

North 1535.00 feet to the point of beginning.
Containing 20.37 acres. Excepting the
Southwesterly 33.00 feet which is reserved for
Highway purposes (C.T.H. "F") and is known as
the Ripon Road.

WHEREAS, to further protect the City of Berlin and future purchasers of lots in the Industrial Park, the Resolution dated June 11, 1974, should be amended to include additional restrictions;

NOW, THEREFORE, BE IT RESOLVED:

That all restrictive covenants heretofore existing shall be amended to include additional restrictive covenants as follows:

(1) All stockpiles, waste or salvage piles, equipment storage yard and other accumulations of equipment or material that are not housed in a completely enclosed building shall be screened by a wall, fence, or evergreen planting to limit exposure by a minimum of 55%, built to or maintained at a height equivalent or greater than the stored material. Such screening shall comply with the front yard, side yard and rear yard depths provided for buildings on the premises.

(2) All land shall be maintained and kept free of noxious weeds, rubbish and debris by the property owner. It shall be the responsibility of the property owner to keep the grass mowed in the City right-of-way abutting the owner's property up to the street pavement and to the middle of all storm or water drainage culverts located adjacent to lot boundaries on the sides and rear, as well as on the private portion of the property.

If property is not maintained, the City of Berlin may serve notice to maintain and if not complied with in 5 days the City may mow the area or otherwise do maintenance and add this cost to the lot owners real estate taxes.

(3) The interior road layout is not designed for parking and all parking on public right of ways is prohibited. As specified in City Code parking needs are to be planned for to handle all truck and auto needs of the facility.

(4) The City of Berlin retains and reserves the right to enter upon any and all easement areas or out lots on premises known as the Berlin Industrial Park for the purpose of maintaining, renewing, or reconstructing those public utilities and facilities constructed thereon.

(5) Hereafter all parties purchasing land in the area known as the Berlin Industrial Park shall be bound by the amended covenant for newly acquired property as well as property presently being used in conjunction with the same owner or business purchasing additional land.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be recorded in the Office of the Register of Deeds for Green Lake County, Wisconsin, to give public notice of said restrictive covenants to all future purchasers of Berlin Industrial Park Lots.

PASSED, APPROVED and ADOPTED, this 5th day of September, 1990.

ROLL CALL VOTE:

CITY OF BERLIN

_____ YEAS

By _____
Mayor Gordon Schwark

_____ NAYS

_____ ABSENT

ATTEST:

Approved as to Form:

Louise Sedarski
City Clerk

Milton Spoehr
City Attorney



February 2, 2023

Mayor Joel Bruessel
Attn: Sara Rutkowski
108 N. Capron St.
Berlin, WI 54923

Dear Ms. Rutkowski,

It was a pleasure speaking with you and learning more about the City of Berlin's property and interest in hosting a community solar project. Thank you so much for reaching out in response to our postcard. As discussed, I am enclosing a copy of the contract and financial forms you will need to sign and fill out for us to move forward to the Development Period of the project. The site diagram, key terms, and lease calculation are shown on the next pages.

Please review the offer and reach out to me with any questions or comments you may have.

SRE really looks forward to working with you to develop a successful community solar on your property. I know we've been in touch but my contact is provided below again – please don't hesitate to call or email if you have any questions whatsoever.

Sincerely,

Brianna Stevens

Director | Business Development

(720) 250-7579

bstevens@srenergy.com



Site Design



Key Terms:

Lease Rate: \$1,650 per acre per yr + 2% annual escalator

Lease Duration: 25 years with 3 (5) year optional extensions

Option Payment: \$6,000 per year, paid quarterly. During this “Option” or “Development Period”, the landowner is free to continue farming the property and generating revenue.

Signing Bonus: If the contract is executed by March 1, 2023, you will receive a one-time signing bonus of \$1,500, payable within 10 days of counter execution by Summit Ridge Energy.

** **Note:** Development Period duration generally ranges from 24-36 months while we get IX permits lined up, etc. Once the project is fully permitted, SRE will commence paying the lease.*

Estimated Lease Area: 55 acres

Total Lease Payout: (40 years): **\$5,481,480**

Lease Calculator

Year	Annual lease	Cumulative lease	Year 1 lease rate / acre	\$1,650
1	\$90,750	\$90,750	Annual escalator	2.00%
2	\$92,565	\$183,315	# Acres	55.00
3	\$94,416	\$277,731		
4	\$96,305	\$374,036		
5	\$98,231	\$472,267		
6	\$100,195	\$572,462		
7	\$102,199	\$674,661		
8	\$104,243	\$778,904		
9	\$106,328	\$885,233		
10	\$108,455	\$993,687		
11	\$110,624	\$1,104,311		
12	\$112,836	\$1,217,147		
13	\$115,093	\$1,332,240		
14	\$117,395	\$1,449,635		
15	\$119,743	\$1,569,378		
16	\$122,138	\$1,691,515		
17	\$124,580	\$1,816,095		
18	\$127,072	\$1,943,167		
19	\$129,613	\$2,072,781		
20	\$132,206	\$2,204,986		
21	\$134,850	\$2,339,836		
22	\$137,547	\$2,477,383		
23	\$140,298	\$2,617,680		
24	\$143,104	\$2,760,784		
25	\$145,966	\$2,906,750		
26	\$148,885	\$3,055,635		
27	\$151,863	\$3,207,497		
28	\$154,900	\$3,362,397		
29	\$157,998	\$3,520,395		
30	\$161,158	\$3,681,553		
31	\$164,381	\$3,845,934		
32	\$167,669	\$4,013,603		
33	\$171,022	\$4,184,625		
34	\$174,442	\$4,359,067		
35	\$177,931	\$4,536,999		

36	\$181,490	\$4,718,489	
37	\$185,120	\$4,903,609	
38	\$188,822	\$5,092,431	
39	\$192,599	\$5,285,029	
40	\$196,451	\$5,481,480	