

COMMON COUNCIL MEETING AGENDA
TUESDAY, MAY 9TH, 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. First Quarter Report from Weights and Measures RECOMMENDATION: Receive and place on file the written 1st Quarter report from the Weights and Measures Inspector.
7. Minutes from the April 11th Common Council Meeting and minutes from the April 18th Common Council Organizational Meeting. RECOMMENDATION: Approve the minutes.
8. Bills List. RECOMMENDATION: Approve the list of bills for payment.
9. Fund 15 Police Department Request RECOMMENDATION: Accept the recommendation from Police and Fire Commission to expend funds from PD Equipment Fund 15 Account to update the Police Department Interview Room.
10. Travel & Tourism Year End Report RECOMMENDATION: Accept the 2022 Year End Report from Travel & Tourism Commission and place on file.
11. DOT Highway Costs. RECOMMENDATION: Accept recommendation from Committee of the Whole to use Assigned Street Project funds in Fund 15 to pay for DOT Initial

Engineering Costs for Highway 49 & Highway 91 Restoration Projects.

END OF CONSENT AGENDA

12. Presentation of 2022 Audit. RECOMMENDATION: Listen to Auditor Presentation of 2022, accept Audit and place on file.
13. TID Façade and Building Improvement Application from Beiser Realty LLC. RECOMMENDATION: Listen to presentation with action as appropriate.
14. Mastricola's on Broadway LLC Liquor License Application. RECOMMENDATION: Approve the Class "B" Beer and "Class B" Liquor License Application from Mastricola's on Broadway LLC for license year 2022-2023 for location at 689 Broadway Street, contingent upon passing the required health, fire, police and building inspections and upon The Triple Belt Corporation relinquishing their Liquor License.
15. Parking Code Comprehensive Update. RECOMMENDATION: Approve Ordinance #03-23 Amending the Code with Comprehensive Parking Regulations Updates.
16. May 16th 2023 Kindness Day Proclamation. RECOMMENDATION: Reading of the Mayoral Proclamation declaring May 16th 2023 Kindness Day.
17. Committee on Aging Appointment. RECOMMENDATION: Accept the mayoral appointment of Susan Jungenberg to the Committee on Aging for term expiring April 30th, 2026.
18. Police & Fire Commission Appointment. RECOMMENDATION: Accept the mayoral appointment of Denise Krentz to the Police & Fire Commission for term expiring May 1st, 2028.
19. Clerk Financial Software ARPA Funds Request RECOMMENDATION: Listen to staff presentation with action as appropriate.
20. Fire Alarm Panel ARPA Funds Request RECOMMENDATION: Listen to staff presentation with action as appropriate.
21. Preliminary Resolution Declaring Intent to Levy Special Assessments for 2023 Street & Utility Improvements. RECOMMENDATION: Approve Preliminary Resolution #23-05 Declaring the Intent to Levy Special Assessment Under Municipal Police Power Pursuant to §66.0703, Stats. Upon the Following Designated Areas: Lafayette Street (N. Washington-N. Kossuth) and schedule a public hearing for the June 13th 2023 Common Council Meeting.
22. TID # 10 possible Housing Extension. RECOMMENDATION: Listen to Staff Presentation with action as appropriate.
23. Governing Bodies Handbook update. RECOMMENDATION: Listen to staff presentation.

24. 107 W Huron Raze & Repair Property. RECOMMENDATION: Listen to presentation with action as appropriate.
25. 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.)
26. New Business (To be used to request items of new business be put on a future agenda)
27. 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.

April 30, 2023

Month-End Balance to Bank Statement

	General City	Capital Project Bonding	EMS Account	Utility	Tax	ERF	SEWER BAL
City's Beginning Balance	1,766,780.13	244,846.08	343,571.52	987,605.64	150.00	60,894.83	-
Deposits	760,971.04	30.19	45,097.82	176,679.06	75.00	7.01	-
Deposit in Transit	-	-	-	-	-	-	-
Payroll net pay	(188,295.55)	-	-	(24,708.44)	-	-	0.00
A/P Payables Check Summary	(272,489.49)	-	-	(70,617.15)	-	-	0.00
Other Payments	(266,648.80)	0.00	(35.00)	(21,631.86)	0.00	-	0.00
TOTAL PAYMENTS	(727,437.84)	0.00	(35.00)	(116,957.45)	0.00	-	0.00
Outstanding Checks	-	-	-	-	-	-	-
MiscBank Error	-	-	-	-	-	-	-
Voided Check	-	-	-	-	-	-	-
Payroll	2,507.65	-	-	-	-	-	0.00
A/P	(19,621.38)	-	-	2,813.20	972.45	-	0.00
TOTAL OUTSTANDING CHECKS	(17,113.73)	-	-	2,813.20	972.45	-	0.00
Balance	1,783,199.60	244,876.28	388,634.34	1,050,140.45	1,197.45	60,901.84	-
Ending Bank Balance	1,783,199.60	244,876.28	388,634.34	1,050,140.45	1,197.45	60,901.84	-
State W/ ACH	84,017.27	-	3,297.20	-	-	-	-
Green Lake Co. Lottery Cr.	87,986.99	-	-	-	-	-	-
Terry Schrey Tax	40,904.42	-	-	-	75.00	-	-
WI Econom Receivable	978.00	-	-	180.15	-	-	-
015 Treas 310 Misc	-	-	-	-	-	-	-
cloud billpay	-	-	23,214.26	-	-	-	-
EZ DEPOSIT/RIIP DEPOSIT	-	-	-	129,861.13	-	-	-
Refund service charge	-	-	-	-	-	-	-
Monthly City Deposits	535,564.51	-	-	24,898.88	-	-	-
Merchant BANKCD Deposit	1,035.00	-	-	21,619.77	-	-	-
Merchant Bank deposit -park	200.00	-	-	-	-	-	-
Customer ACH direct pay	-	-	-	-	-	-	-
payment svc netwr	-	-	-	-	-	-	-
36 Treas 310 MISC	718.00	-	-	-	-	-	-
NGS/ACH CLAIM PAYMENTS	9,317.35	-	18,586.36	-	-	-	-
Tfr Between Accounts	4.00	30.19	-	119.13	-	7.01	0.00
Accrued Checking Acct. Interest	205.50	30.19	45,097.82	176,679.06	75.00	7.01	0.00
Payments:	760,971.04	-	-	-	-	-	-
Federal Payroll Tax Payments (IRS)	75,181.49	-	-	-	-	-	-
WI Tax Payments	24,136.09	-	-	-	-	-	-
Northshore	670.00	-	-	-	-	-	-
Great Westwells Fargo -Empower	5,507.20	-	-	-	-	-	-
RET HEALTH	700.90	-	-	-	-	-	-
MARLIN BANK	1,023.19	-	-	-	-	-	-
Deluxe Bus Sys. Deposit Slips	144.82	-	-	-	-	-	-
Service Charge-stop payment	-	-	-	-	-	-	-
Direct Deposit Service Fee (ACH)	10.00	-	36.00	109.95	-	-	-
Relainer Chier	7,600.00	-	-	4.00	-	-	-
Health Premium	49,987.30	-	-	-	-	-	-
Returned checks	-	-	-	43.69	-	-	-
WRS Employee Trust Fund	61,346.39	-	-	-	-	-	-
OLSON COBRA	2,069.98	-	-	-	-	-	-
March BankCD Deposit	-	-	-	-	-	-	-
Fund Tfr	-	-	-	-	-	-	-
Credit Card Payment-Elan US Bank	11,110.30	-	-	1651.15	-	-	-
DELTA DENTAL	1,844.38	-	-	-	-	-	-
Positive Pay	30.00	-	-	-	-	-	-
Health Savings Act EMPLOYER	3,452.56	-	-	875.00	-	-	-
Health Savings Act EMPLOYEE	7,409.31	-	-	-	-	-	-
Alliant-Credit Card Payment	13,639.81	-	-	18748.07	-	-	-
US Cellular	805.08	-	-	-	-	-	-
LUMENCENTURYLINK SPEEDPAY	-	-	-	-	-	-	-

CITY OF BERLIN -- OFFICE OF THE TREASURER

CITY TREASURER REPORT PERIOD ENDING 04/30/2023

#REF! #REF!

FUNDS	BEGINNING		ADJ VOIDS	RECEIPTS (Deposits)		DISBURSEMENTS (Out)		OUTSTANDING		BANK		INVESTMENTS		TOTAL W/ INVESTMENTS	
	BALANCE							CHECKS		BALANCE					
GENERAL CITY	\$ 1,766,790.13	\$	-	\$ 760,971.04	\$	(727,437.84)	\$	(17,113.73)	\$	1,783,199.60	\$	3,100,000.00	\$	4,883,199.60	10-11300
TAX COLLECTION ACCOUNT	\$ 150.00	\$		\$ 75.00	\$	-	\$	972.45	\$	1,197.45	\$	-	\$	1,197.45	FNB100028
CAPITAL PROJECT BORROWING		\$			\$		\$	-	\$	-	\$	-	\$	-	FNB131924
EMS ACCOUNT	\$ 343,571.52	\$		\$ 45,097.82	\$	(35.00)	\$		\$	388,634.34	\$		\$	388,634.34	*2193
WATER & SEWER CHECKING	\$ 987,605.64	\$		\$ 176,679.06	\$	(116,957.45)	\$	2,813.20	\$	1,050,140.45	\$	1,265,000.00	\$	1,050,140.45	62-11362
SEWER EQUIP REPLACEMENT FUND	\$ 60,894.83	\$		\$ 7.01	\$		\$		\$	60,901.84	\$	3,665,235.65	\$	3,655,235.65	62-11361
WATER UTILITY		\$			\$		\$		\$		\$	1,232,578.22	\$	1,232,578.22	61-11361
SEWER UTILITY		\$			\$		\$		\$		\$		\$		
TOTAL OF ALL FUNDS	\$ 3,159,002.12	\$	-	\$ 982,829.93	\$	(344,430.29)	\$	(13,328.08)	\$	3,284,073.68	\$	9,242,813.87	\$	12,526,887.55	

SUBMITTED BY: Caitlin Hilgart, DEPUTY CLERK

CITY OF BERLIN BUILDING REPORT April 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	1	265,000.00	622.92	0	0.00	0.00
Multi-Family Residence				0	0.00	0.00	0	0.00	0.00
Residential Alteration	4	\$72,095.00	\$442.00	8	132,245.00	718.50	12	157,918.00	998.30
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	1	10,500.00	125.00
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	\$2,500.00	\$75.00	7	1,140,480.00	6,930.88	0	0.00	0.00
Commercial Addition	0	\$0.00	\$0.00	0	0.00	0.00	0	0.00	0.00
Signs	3	\$46,826.00	\$180.12	4	48,826.00	249.50	3	30,000.00	258.00
Miscellaneous	1	\$5,000.00	\$50.00	2	10,000.00	100.00	7	29,400.00	335.00
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	1	\$5,000.00	\$50.00	2	8,400.00	100.00	0	0.00	0.00
Trailer Homes				0	0.00	0.00	0	0.00	0.00
Total Building Permits	10	\$131,421.00	\$797.12	24	1,604,951.00	8,721.80	23	227,818.00	1,716.30
				0	0.00	0.00	0	0.00	0.00
Commercial Plan Approval				0	0.00	0.00	0	0.00	0.00
Plumbing Permits	2	\$17,500.00	\$180.00	6	40,467.00	683.16	5	21,470.00	235.00
Electrical Permits	4	\$31,100.00	\$312.20	9	53,935.00	619.36	7	440,552.00	947.95
Heating Permits	3	\$15,825.00	\$200.00	9	57,282.00	2,042.96	8	159,776.00	1,285.00
				0	0.00	0.00	0	0.00	0.00
Total Permit Fees	19	\$195,846.00	\$1,489.32	48	1,756,635.00	12,067.28	43	849,616.00	4,184.25

Establishments Inspected

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

Total number inspected

Quarter	Year to Date	Last Year to Date
12	12	11

Between January 30 and February 10, 2023, Weights and Measures inspectors conducted inspections at the Dollar General location in Berlin. The inspectors followed guidelines for random sample collection and conducted a two-stage inspection process, evaluating 25 items in the first stage and another 25 items in the second stage, if needed. Items with expired sales signs were also included. If a store had overcharge errors, a follow-up inspection was conducted the next day to retest the problematic items. Inspectors did not inform the stores of their return visits. During inspections, sales clerks were allowed to determine the prices using their normal procedures. Inspectors checked for overcharge refund signs to ensure compliance with Wis. Stat. § 98.08 and documented any violations. After the inspections, store managers signed the test reports and were informed that overcharge errors must be corrected immediately.

Equipment and Devices Examined	Total Inspected 1st Quarter:		24	Total Not In Compliance 1st Quarter:		1
	Total Inspected YTD:		24	Total Not In Compliance YTD:		1
	Total Inspected LYTD:		4	Total Not In Compliance LYTD:		0

	0		0		Number Not in Compliance	
	Year to Date	Last Year to Date	Quarter	Year to Date	Year to Date	Last Year to Date
Scales and Balances	4	4	4	0	0	0
Measures (Includes gas pumps and fuel oil truck meters)	20	20	0	1	1	0
Weights	0	0	0	0	0	0

Advertising	0	0	0	0	0	0
Going Out of Business Sales	0	0	0	0	0	0
Temporary Sales	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0

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WEIGHTS AND MEASURES

City of Berlin

Establishments Inspected

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

Total number inspected	Year to Last Year			
	Quarter	Date	to	Date
	0	12		19

Equipment and Devices Examined	Total Inspected 2nd Quarter:	0	Total Not In Compliance 2nd Quarter:	0
	Total Inspected YTD:	24	Total Not In Compliance YTD:	1
	Total Inspected LYTD:	127	Total Not In Compliance LYTD:	14

	Inspected		Number Not in Compliance	
	Year	Last Year	Year to	Last Year
	Quarter	to Date	Quarter	Date to Date
Scales and Balances	0	4	0	0
Measures (Includes gas pumps and fuel oil truck meters)	0	20	0	14
Weights	0	0	0	0

Consumer Complaints

Total Received YTD: 2
 Total Received LYTD: 2
 Total Violations YTD: 0
 Total Violations LYTD: 0

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

Commodity Report

	Year to Last Year		
	Quarter	Date	to Date
Total Units of Product Investigated	0	3340	14310
Random Sample Size	0	544	1630
Total Products/Units Found Short Weight	0	0	199
Total Products/Units Found Mislabeled	0	0	0

Price Scanning Inspections

	Year to Last Year		
	Quarter	Date	to Date
Number of Inspections	0	5	13
Number of Items Scanned	0	175	475
Pricing Errors Found	0	18	3

Establishments Inspected

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

Total number inspected	Year to Last Year	
	Quarter	Date to Date
	0	12 51

Equipment and Devices Examined	Total Inspected 4th Quarter:	0	Total Not In Compliance 4th Quarter:	0
	Total Inspected YTD:	24	Total Not In Compliance YTD:	1
	Total Inspected LYTD:	200	Total Not In Compliance LYTD:	23

	Inspected		Number Not in Compliance	
	Year to Date	Last Year to Date	Quarter	Year to Last Year to Date
Scales and Balances	0	4 70	0	0 0
Measures (Includes gas pumps and fuel oil truck meters)	0	20 130	0	1 23
Weights	0	0 0	0	0 0

Commodity Report

	Year to Last Year	
	Quarter	Date to Date
Total Units of Product Investigated	0	3340 20377
Random Sample Size	0	544 2304
Total Products/Units Found Short Weight	0	0 376

CITY OF BERLIN COMMON COUNCIL MEETING MINUTES
TUESDAY, APRIL 11, 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 6 present 0 Absent. Staff in attendance: Rutkowski, Zabel, Pulvermacher, Kalupa, Chier, Seaman and Ludolph.

The Mayor noted there were no public comments.

The following items were listed on the Consent Agenda for approval and adoption: 4) Waive the reading of all ordinances and resolutions adopted at this meeting; 5) Receive and place on file the written reports for the City Clerk, Treasurer and Building Inspector; 6) Approve the minutes from March 14, 2023 Common Council meeting and place on file and 7) Receive and place on file the bills list 8) Accept the Committee of the Whole Recommendation to Approve Ordinance #02-23 Delta 8 / Vaping 9) Accept the recommendation from Planning Commission to have Attorney Chier draft options for facilitating E-Cycle Drop Off as a Conditional Use in Business Districts 10) Accept the recommendation from Committee on Aging to modify the senior Center Driver Job Description as presented 11) Accept the recommendation from Police and Fire Commission to expend funds from PD Equipment Fund 15 Account to purchase new pistols and holsters and 12) Accept the recommendation from Parks & Recreation Commission to accept the Berlin Youth Baseball & Softball Storage Shed Donation Agreement. 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

The Mayor moved the #13 agenda item further down the agenda due to the Chad Koehler of Waste Management not being present yet.

The Mayor went on to item #14 which was a Proclamation Commemorating Roberta Erdmann. The Mayor read the Proclamation aloud. Dretske made a motion to approve the Proclamation Commemorating Roberta Erdmann with Nigbor seconding the motion. Motion passed on a voice vote.

The Mayor next announced his appointment of Erdmann to the Board of Appeals for a term expiring November 1, 2025. Dretske made a motion to accept the Mayoral Appointment of Roberta Erdmann to the Board of Appeals for term expiring November 1, 2025. Motion was seconded by Nigbor and passed on a voice vote.

The Mayor announced his appointment of Zeb Pirkey to the Board of Appeals for a term expiring November 1, 2025. Nigbor made a motion to accept the Mayoral Appointment of Zeb Pirkey to the Board of Appeals. The motion was seconded by Burgess and passed on a voice vote.

The Mayor announced his appointment of Zeb Pirkey to the Park & Recreation Commission for a term expiring May 1, 2024. After a short discussion, Dretske made a motion to approve the appointment of Zeb Pirkey to the Park & Recreation Commission for a term expiring May 1, 2024. Burgess seconded the motion which passed on a voice vote.

The Mayor announced his appointment of Roberta Erdmann to the Park & Recreation Commission for a term expiring May 1, 2024. Dretske made a motion to approve the appointment of Roberta Erdmann to

the Park & Recreation Commission for a term expiring May 1, 2024. Nigbor seconded the motion which carried on a voice vote.

#19 on the Agenda was a presentation by Tim Ludolph, Planning and Development director, for an update on the 107 W. Huron St Raze & Repair Property. Ludolph stated equipment was beginning to be staged for deconstruction and construction now that the weather broke. The owner inquired how to get a dumpster permit. Burgess commented there were bricks falling off the building onto the sidewalk in front. No action was taken.

#20 Mayor Bruessel asked if there were any comments or concerns regarding the No Mow May Resolution #23-03. After a short discussion, Erdmann made a motion to approve the No Mow May resolution #23-03. Nigbor seconded the motion which passed on a voice vote.

Next on the Agenda, Item #21, the Mayor asked for an Approval of Recommended Ordinance Changes to Sections 70-459, 70-456, 70-457 & 70-458 and Authorize City Attorney to draft changed Ordinances. City Administrator Rutkowski went over all changes. A motion was made by Boeck and a second by Dretske to Approve the Recommended Ordinance Changes to Sections 70-459, 70-456, 70-457 & 70-458 and Authorize City Attorney to draft changed Ordinances as presented. This was carried on a voice vote.

Next on the Agenda was a Request by Alderperson Dretske for Discussion and Action if necessary on the North Industrial Park. A short general discussion ensued before a recommendation was made for staff to take the discussion to the Planning Commission. No other action was taken.

The Mayor then brought item #23 forward which was discussion on the ARPA Funds Department Wish List Requests. Stobbe exited the meeting before discussion began. Burgess expressed her concern of listening to wish lists when we just failed to pass a referendum. Her opinion was that we should be looking to see where we have the most need before we make decisions to spend money on wish lists. Rutkowski continued with her list. After Rutkowski and the department heads gave their presentations Erdmann made a statement that she disagrees with what Burgess stated earlier. She stated Staff have really put a lot of thought into what they are asking for, they have waited for 22 years before we change a bookkeeping software? That is unheard of. She went on to say, we either pay for them with this gift or we put them on our residents' taxes. The campground has not had upgrades for 25 years. The comprehensive plan should be updated every 10 years. The library's digitizing request, people are looking for this information online, we are still using microfiche. We should make these upgrades without having to ask people for money. Erdmann went on to say since we have this pot at the end of the rainbow that we never expected to get, let's help these people out that work so hard and be able to service the community better. Discussion continued with no action taken at this meeting.

There was no old business.

Dretske asked for two things to be considered for the next agenda. 1) discussion on items to be cut from the budget due to the failed referendum and 2) the Waste Management contract.

The Mayor asked for a motion to adjourn at 8:45pm. The motion was made by Erdmann and seconded by Burgess. Motion passed on a voice vote.

Midge Seaman, Deputy Clerk

ORGANIZATIONAL COUNCIL MEETING MINUTES
APRIL 18, 2023 – 4:30 p.m.
COUNCIL CHAMBERS, BERLIN CITY HALL

Mayor Bruessel called the April 18, 2023 Organizational Council Meeting to order at 4:30 p.m.
Roll call present: Alderpersons Durtschi, Boeck, Nigbor, Dretske, Stobbe and Burgess.

City Clerk Sara Rutkowski performed the ceremonial swearing in of the Mayor and Alderpersons Durtschi, Stobbe, and Burgess.

Next was election of Council President. Burgess nominated Dretske, with a second by Stobbe. Dretske was unanimously elected for Council President.

The following Mayoral appointments were presented for confirmation:

Officers: Health Officer: Green Lake County Health Unit; Humane Officer: Berlin Police Department; Inspector: Kunkel Engineering; Official Newspaper: Berlin Journal; Weed Commissioner: Scott Zabel.

Commissions: Park & Recreation Commission appointments: Kayla Reeves and Bruce Tetske; Sewer & Water Commission appointment of Paul Roethel; Planning Commission appointment of Mary Kubiak; Travel & Tourism Commission appointments: Mary Kubiak, Janet Broesch, Michelle Omichinski, Andi Rogers, Joel Bruessel, and Susan Trampf.

Boards: Cemetery Board appointment: Mary Kay Blazel; Library Board appointments: Michelle Draves and Robert Malchetske; Board of Review Appointment: Mary Kubiak.

Committees: Committee of Aging appointment: Jim Jodarski and Paul Hanan.

Council Liaisons: BCDC - Alderperson Durtschi, Cemetery Board - Alderperson Boeck, Committee of Aging - Alderperson Boeck, Community Development Authority - Alderperson Dretske, Library Board - Alderperson Stobbe, Parks & Recreation Commission – Alderperson Nigbor, Planning Commission - Alderperson Dretske, Police & Fire Commission - Alderperson Nigbor and Sewer and Water Commission - Alderperson Burgess.

Dretske made a motion to accept the Mayoral appointments as presented. Nigbor seconded the motion which carried by voice vote.

Burgess made a motion to approve the May 1, 2023-April 30, 2024 City Attorney contract with Matthew Chier as proposed. Nigbor seconded the motion which carried by voice vote.

Nigbor made a motion to appoint Matthew Chier City Attorney, with a second by Dretske. Motion carried by voice vote.

Burgess moved to adjourn. Nigbor seconded the motion which carried by voice vote. Meeting adjourned at 4:13 p.m.

Sara Rutkowski, City Clerk

CITY OF BERLIN

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APRIL 30 2023

Name	Check Date	Check Amt	
11100 Cash in Bank m FNB			
68218 KUSTOM SIGNALS INC	3/9/2023	(\$2,039.99)	2023 POLICE INTERCEPTOR WIRED REMO
68287 ADVANTAGE POLICE SUPPLY IN	4/6/2023	\$913.00	AXIIA BALLISTICS WITH 1 HI-LITE CARRIER
68288 AIRGAS USA LLC	4/6/2023	\$722.15	INDUSTRIAL OXYGEN FOR DPW
68289 ALCIVIA	4/6/2023	\$10,214.95	2023 - MARCH - GAS AND DIESEL USE
68290 APPLETON FINANCE DEPARTME	4/6/2023	\$483.25	2023 - MARCH - WEIGHTS & MEASURES
68291 ASSOCIATED APPRAISAL CONS	4/6/2023	\$1,420.25	2023 - APRIL - PROFESSIONAL SERVICES
68292 BAYCOM INC	4/6/2023	\$4,107.00	BWC 3 YEAR LICENSE RENEWAL
68293 BELLA BY DESIGN	4/6/2023	\$72.00	CLOCK FOR BOBBIE ERDMANN RETIREME
68294 BERLIN JOURNAL NEWSPAPER	4/6/2023	\$5,060.96	PUBLIC TEST ADVERT
68295 BOUND TREE MEDICAL, LLC	4/6/2023	\$1,780.42	MEDICAL SUPPLIES
68296 CEC	4/6/2023	\$1,308.18	CITY HALL ELEVATOR UPGRADE
68297 CHARTER COMMUNICATION	4/6/2023	\$962.17	2023 - APRIL - ENTERPRISE INTERNET SER
68298 CIVICPLUS, LLC	4/6/2023	\$991.08	MUNICODE PAGES
68299 COMPLETE OFFICE OF WI	4/6/2023	\$184.41	COLORLED PAPER
68300 CONVERGENT SOLUTIONS, INC	4/6/2023	\$283.15	LABOR ON PHONES BPD
68301 CORPORATE NETWORK SOLUTI	4/6/2023	\$468.00	BARRACUDA NETWORKS EMAIL SECURITY
68302 CULLIGAN WATER	4/6/2023	\$12.25	SOLAR SALT DEL FOR SENIOR CENTER
68303 CVIKOTA MBS	4/6/2023	\$4,001.71	2023 - MARCH - COLLECTIONS FOR EMS S
68304 ED'S TRACTOR REPAIR, LLC	4/6/2023	\$150.00	30 SQARE FEET OF HOSE
68305 EMC INSURANCE COMPANIES	4/6/2023	\$18,435.32	2023 - GENERAL LIABILITY INSURANCE
68306 EWALDS HARTFORD LLC	4/6/2023	\$38,356.50	2023 FORD EXPLORER - 1FM5K8AB1PGA81
68307 FINISHLINE STUDIOS	4/6/2023	\$120.00	1ST QUARTER WEB HOSTING
68308 FOOSE, CHARLES	4/6/2023	\$50.00	REIMBURSEMENT FOR HIRE ME NOW JOB
68309 FOX VALLEY TECHNICAL COLLE	4/6/2023	\$80.00	STATE PRACT EXAM - FIREFIGHTER
68310 GFL SOLID WASTE MIDWEST LL	4/6/2023	\$636.19	2023 - MARCH - TRASH AND RECYCLE SER
68311 GREAT LAKES ROOFING	4/6/2023	\$22,833.33	SECOND DOWN PAYMENT ON 121 W PARK
68312 HAWKINS /ASH CPAs	4/6/2023	\$1,155.00	PROFESSIONAL SERVICES THROUGH 03/0
68313 ITU ABSORBTECH, INC.	4/6/2023	\$93.01	2023 - MARCH - UNIFORM SERVICE
68314 JON LUNDT ELECTRIC, INC	4/6/2023	\$1,026.60	ELEVATOR WORK AT CITY HALL
68315 KRAUSE, CHAD R	4/6/2023	\$54.95	REIMBURSEMENT FOR CURMIO PATROL B
68316 KUNKEL ENGINEERING GROUP	4/6/2023	\$5,189.51	2023 - FEBRUARY - BUILDING INSPECTION
68317 KUSTOM SIGNALS INC	4/6/2023	\$2,039.99	NEW SQUAD EQUIPMENT
68318 MGD INDUSTRIAL CORP	4/6/2023	\$226.19	PARTS FOR DPW
68319 MODERN RENTALS INC	4/6/2023	\$14.74	CHAIN SAWS FOR DPW
68320 MURPHY, VICKI L	4/6/2023	\$10,187.36	2023 MEDICAL REIMBURSEMENT - FINAL
68321 MUTUAL OF OMAHA	4/6/2023	\$377.82	2023 - APRIL - EMPLOYER PAID LIFE INSUR
68322 PACKER CITY INT'L TRUCKS, IN	4/6/2023	\$241.00	MAINTENANCE ON PLOW TRUCK #52
68323 PLANTZ, DENNIS W	4/6/2023	\$251.76	2023 - MARCH - MEDICAL REIMBURSEMEN
68324 RED POWER DIESEL SERVICE	4/6/2023	\$589.49	REPLACE SIREN 79
68325 RUNNING INC. TRANSIT SERVIC	4/6/2023	\$20,603.23	2023 - MARCH - SHARED RIDE TAXI SERVIC
68326 SYN-TECH SYSTEMS, INC	4/6/2023	\$115.00	MAINTENANCE AND REPAIR OF FUELMAS
68327 THEDACARE LABORATORIES	4/6/2023	\$127.50	2023 - FEBRUARY - LEGAL BLOOD DRAWS
68328 UNITED COOPERATIVE	4/6/2023	\$1,440.62	WEED CONTROL FOR CITY PARKS
68329 VALLEY AQUATIC SOLUTIONS, L	4/6/2023	\$0.00	BERLIN AQUATIC CENTER REVIEW & TEST
68330 VIERBICHER ASSOCIATES	4/6/2023	\$1,865.00	ECONOMIC DEVELOPMENT PLAN AND GRA
68331 WASTE MANAGEMENT	4/6/2023	\$788.84	TIRE DISPOSAL FOR DPW
68332 WAUKESHA CTY TECHNICAL CO	4/6/2023	\$350.00	PLATH, ZACHARY CLASS
68333 WAUSAU EQUIPMENT CO, LLC	4/6/2023	\$1,194.79	PLOW PARTS
68334 WE ENERGIES	4/6/2023	\$147.65	2023 - MARCH - GAS SERVICE
68335 WELLER TRUCK PARTS	4/6/2023	\$3,106.00	REAR DIFFERENTIAL FOR #52
68336 WISCONSIN PROFESSIONAL PO	4/6/2023	\$301.00	2023 - MARCH - UNION DUES
68337 WOLF PAVING & EXCAVATING C	4/6/2023	\$1,578.20	12.14 TON COLD MIX FOR DPW
68338 ASSOCIATED APPRAISAL CONS	4/14/2023	\$496.42	2023 APRIL PROFESSIONAL SERVICES - MI
68339 ATIS ELEVATOR INSPECTION, L	4/14/2023	\$125.00	2023 ANNUAL ELEVATOR INSPECTION

CITY OF BERLIN

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APRIL 30 2023

Name	Check Date	Check Amt	
68340	BERLIN JOURNAL NEWSPAPER	4/14/2023	\$2,025.00 4800 2023 PROGRAM BOOK
68341	CHARTER COMMUNICATION	4/14/2023	\$169.98 2023 - APRIL - ENTERPRISE INTERNET SER
68342	CHIER LAW OFFICE LLC	4/14/2023	\$1,933.21 2023 - JAN-APRIL 7 - COPY/EMAIL/SCANS
68343	COMMAND CENTRAL, LLC	4/14/2023	\$41.45 INK CARTRIDGE
68344	CONCENTRA MED COMPLIANCE	4/14/2023	\$180.00 2023 - FEBRUARY - DRUG SCREENS - EMS
68345	DREXEL BUILDING SUPPLY, INC.	4/14/2023	\$78.56 WHITE PVC
68346	EMC INSURANCE COMPANIES	4/14/2023	\$1,100.00 CLAIM 1725984
68347	HILGART, Caitlin	4/14/2023	\$55.63 PICK UP BALLOTS AND TAKE RESULTS
68348	KUNKEL ENGINEERING GROUP	4/14/2023	\$14,301.25 JOB KU23.1003.00 TACO BELL DEVELOPME
68349	MID-AMERICAN RESEARCH CHE	4/14/2023	\$536.50 CHEMICALS FOR DPW
68350	MODERN RENTALS INC	4/14/2023	\$13.98 PARTS FOR CEMETERY EQUIP
68351	PENFLEX ACTUARIAL SERVICES	4/14/2023	\$1,774.00 2022 PER PARTICIPANT/ACCOUNT FEE
68352	RIDGE STONE PRODUCTS, INC	4/14/2023	\$1,155.00 SUBCONTRACTOR TRUCKING SERVICE
68353	SEAMAN, MIDGE	4/14/2023	\$51.25 BADGER BOOK TOWN OF BROOKLYN AND
68354	SECURIAN FINANCIAL GROUP	4/14/2023	\$799.26 2023 - MAY - EMPLOYER LIFE INSURANCE
68355	THEDACARE AT WORK	4/14/2023	\$498.75 EAP CONTRACT
68356	WASTE MANAGEMENT	4/14/2023	\$27,476.50 2023 - MARCH - RESIDENTIAL FUEL SURCH
68357	BAKER & TAYLOR	4/14/2023	\$2,669.67 46 UNITS FOR CUSTOMER
68358	COMPLETE OFFICE OF WI	4/14/2023	\$160.19 OFFICE SUPPLIES FOR BPL
68359	GORDON FLESCH	4/14/2023	\$79.64 2023 - MARCH - PHOTO COPIES FOR BPL
68360	LISA OBRIST	4/14/2023	\$495.75 2023 - MARCH - LIBRARY CLEANING
68361	MIDWEST TAPE	4/14/2023	\$466.20 2023 - MARCH - DIGITAL MEDIA FOR BPL
68362	UNIQUE MANAGEMENT SERVIC	4/14/2023	\$34.95 2023 - MARCH - LIBRARY PLACEMENTS
68363	WINNEFOX LIBRARY SYSTEM	4/14/2023	\$341.47 WORKSHOP EXPENSE REIMBURSEMENT
68365	AIRGAS USA LLC	4/20/2023	\$282.05 2023 - MEDICAL OXY CYL
68366	AMAZON CAPITAL SERVICES, IN	4/20/2023	\$100.65 AUTO CLEANING SUPPLIES AND AIR FRES
68367	BOUND TREE MEDICAL, LLC	4/20/2023	\$464.99 MEDICAL SUPPLIES
68368	CLIFF'S TIRE AND BATTERY INC	4/20/2023	\$109.12 OIL CHANGE TIRE ROTATION
68369	COMPLETE OFFICE OF WI	4/20/2023	\$70.80 TOWELS FOR CITY HALL
68370	CULLIGAN WATER	4/20/2023	\$16.06 WATER DELIVERY
68371	DTN, LLC	4/20/2023	\$536.00 2023 - APRIL - RADAR CONTROL
68372	EMERGENCY MEDICAL PRODUC	4/20/2023	\$175.00 MEDICAL SUPPLIES FOR EMS
68373	GREEN LAKE COUNTY CLERK	4/20/2023	\$1,253.25 2023 DOG LICENSING THROUGH 04.01.23
68374	HALL, ZELMA	4/20/2023	\$5.00 Witness Fees vs Willis, Dylan E.
68375	INTERSTATE BATTERY	4/20/2023	\$20.95 Batteries for dpw
68376	ITU ABSORBTECH, INC.	4/20/2023	\$71.64 2023 - April - Uniform Service
68377	MACQUEEN EQUIPMENT	4/20/2023	\$2,316.39 PARTS FOR THE STREET SWEEPER
68378	MARTOGLIO, PAULINE	4/20/2023	\$5.00 WITNESS FEES FOR MUNI COURT VS WILL
68379	MODERN RENTALS INC	4/20/2023	\$6,014.50 Z554L MOWER FOR OAKWOOD CEMTERY
68380	PLANTZ, DENNIS W	4/20/2023	\$251.76 2023 - APRIL - PLANTZ RETIREE HEALTH R
68381	PRINCETON UTILITIES	4/20/2023	\$103.96 2023 - FEB/MARCH - UTILITIES AT AMBO H
68382	STRUVE, ELIZABETH	4/20/2023	\$5.00 WITNESS FEES MUNI COURT - WILLIS, DYL
68383	TAPCO SAFE TRAVELS	4/20/2023	\$3,189.35 STOP SIGNS FOR COB
68384	WISCONSIN BIOMEDICAL SERVI	4/20/2023	\$1,100.00 2023 - SEMI ANNUAL BILLING FOR PM SER
68385	ZOLL MEDICAL CORP	4/20/2023	\$6,714.00 MONITOR SERVICE PLAN
68386	AMERICAN COMMUNICATION SY	4/21/2023	\$4,211.20 6 KENWOOD RADIOS FOR EMS
68387	BERLIN WATER & SEWER UTILI	4/21/2023	\$22,042.93 2023 - APRIL - WATER & SEWER SERVICE
68388	Brightspeed	4/21/2023	\$547.85 2023 - MARCH - PHONE SERVICE
68389	GORDON FLESCH	4/21/2023	\$1,154.90 2023 - ANNUAL - PHOTOCOPIES 2ND FLOO
Total Checks			\$272,493.49

Interview Room Proposal

Currently, the Berlin Police Department is utilizing an antiquated video recording system in the interview room. The current system has been around for over 16 years and utilizes a DVD player and "box" style television to capture recordings. The system is limited to the use of DVD recording discs and recording quality decreases when longer recording times are selected. Finally, the current system requires officers to turn on multiple devices in preparation for recording.

The audio captured by the system is poor and is difficult to hear without the use of headphones. Insufficient audio recording can lead to "lost evidence" such as when an individual whispers or talks to themselves, as they often do when law enforcement is not present. Ultimately, low quality audio capture will result in poor interpretation of what is being said. This could be disastrous when presenting evidence before a Judge or Jury in a courtroom setting. The current Green Lake County District Attorney has negatively commented on the quality of recordings produced by the Berlin Police Department.

In speaking with members of the Berlin Police Department, there have been complaints in regards to the quality of video/audio produced by the current system. Members have also found that the system is time consuming to set up for recording. Frequently, staff opt to interview people in another area of the department, where the video and sound quality is even worse. Their choice is primarily due to "ease of use". This other area does not require set up, and it is cloud synced to a software that allows officers to "cut" the video where it can be downloaded onto a DVD or a USB device.

Per Claude Turcotte CEO of MaestroVision (an audio and video company that caters to law enforcement), "A professional interview recording system must be simple to use. The system must be highly intuitive, so that any officer can start an interview recording by simply pressing a single button." The current system at the Berlin Police Department clearly does not meet this standard.

After some research, we reached out to a company called "Precise Digital". Precise Digital offers a 1080P high-definition recording system that can be installed by members of the department. The system utilizes a single button that needs to be pressed to activate recording and pressed again when the recording is finished. The recording is then stored on a hard drive that can be downloaded onto a USB Key, DVD etc.

Precise Digital provided the Berlin Police Department with a quote of **\$2,543.83** for their system. The quote is attached to this proposal, it lists the items included and the cost. The system has a free one-year warranty, although after one year it would become \$300 per year. The warranty would be the only reoccurring cost associated with the purchase and is completely optional.

I propose this expenditure be approved and forwarded to the Common Council with the recommendation to use "roll-over" Fund 15 money. The current balance in Fund 15 is almost \$104,000. Much of that balance was carried from Police Department budgetary surplus in 2020 when the need to update various items within the Police Department was recognized by the Common Council.

Proposal approved by Police and Fire Commission on 05/03/2023.

Submitted by Detective Noah Knetzger, with approval by Police Chief Brian Pulvermacher



ESTIMATE

Q-020345
DRAFT

Precise Digital, LLC
21262 S 202nd St
Queen Creek, AZ 85142

To
Berlin Police WI

Estimate Date: 04/12/2023
Expiry Date: 05/12/2023

#	Item	Qty	Rate	Tax	Amount
1	INVIDIA-SRX1 InVidia SRx System - Single Room Includes: * InVidia NVR w/1 Room License * 2 TB Storage * AHD and IP Camera Support * InVidia SRx Enterprise Client License - Unlimited client desktops * InVidia SRx Disk Burner Software - Enterprise * InVidia IPlayer - Media Player with NoteLinks - Enterprise * Installation Instructions	1 Each	999.00	0%	999.00
2	CAB-BUNDLE-ROOM Interview Room Cable bundle includes: * Camera Cable - Siamese - 100 ft * Microphone Audio Cable - 100 ft * Remote Start/Stop Button Cable - 100 ft	1 Each	150.00	0%	150.00
3	CAM-CUST Camera - Customer choice of style	2 Each	170.00	0%	340.00
4	ET-AIA-1 Microphone power supply and audio interface - Single channel	1 Each	178.00	0%	178.00
5	ET-MIC-SS1LN Microphone - Covert Low Noise Microphone Designed for Interview Room Applications.	1 Each	178.00	0%	178.00
6	PD-RSS-M Remote Start/Stop Button with LED and Interface. Button Type is Momentary	1 Each	130.00	0%	130.00
7	ISR-RIT Interview room, InVidiaSR-Remote Installation Assistance	3.3 Each	99.23	0%	327.46
8	TRNG-HR-SD End User and Administrator Training	1 Hour	176.37	0%	176.37

Travel & Tourism Commission Year End Report
April 10, 2023

2022 Year End Financial Report

Beginning Balance in January of 2022: \$4,673.21

Total Room Tax Revenues: \$10,282.06

Total Expenditures: (\$4,025.00)

- ½ GLCVB membership \$625
- Spring Tbird Grant \$700
- Spring ABC Grant \$700
- Fall ABC \$1000
- Fall F&A Market \$1000

Ending Balance in December of 2022: \$10,930.27

Travel and Tourism Commission opened up two grant periods in 2022: Spring and Fall. Both grant periods received applicants. T&T Commission approved two grants in both application periods, with the amounts listed above. T&T also approved expending \$625.00 for half of the total amount owing to Green Lake Country Visitor's Bureau for City membership.

Travel & Tourism Commission is excited to have more funds available to grant out to groups in the Community.

Submitted by Travel & Tourism Commission

Date: May 5, 2023
To: Common Council
From: Sara Rutkowski, City Administrator
RE: 2022 Audit

BACKGROUND: Amber Ebert, our lead auditor from Hawkins Ash, will present the 2022 audit results to the Council. Amber will give you a brief presentation of the audit highlights and answer any questions you may have. The audit process went well, and we have again received an unqualified, clean opinion on our books, which is the highest opinion that can be achieved in an audit. Overall, the city finances are stable, general fund balance is in a good position, and all departments did a good job holding down expenses.

Attached is an audit summary prepared by the auditors. If you would like to review the entire detailed audit, please feel free to contact me. If you have specific or detailed questions, please feel free to contact me prior to the meeting. Depending on your questions, I may need to do some research to get you the answer.

RECOMMENDATION: Listen to presentation by Hawkins Ash on 2022 audit and accept and place 2022 audit on file.

CITY OF BERLIN, WISCONSIN

**SUMMARY FINANCIAL REPORT
WITH INDEPENDENT AUDITORS'
REPORT**

DECEMBER 31, 2022

CITY OF BERLIN, WISCONSIN
SUMMARY FINANCIAL REPORT
TABLE OF CONTENTS
DECEMBER 31, 2022

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2-3	Independent Auditors' Report
4	Combined Balance Sheet
	General Fund
5	Revenue
6	Expenditures
7	Statement of Revenue, Expenses and Changes in Net Position - Sewer and Water Utility
8	Statement of Revenue, Expenses and Changes in Fund Balance - Other Funds
9	Other Financial Information



INDEPENDENT AUDITORS' REPORT

To the City Council
City of Berlin, Wisconsin

Opinion

The summary financial statements of the City of Berlin, as of and for the years ended December 31, 2022 and 2021, and the related notes, as listed in the table of contents, are derived from the audited financial statements of governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Berlin, as of and for the years ended December 31, 2022 and 2021, and the related notes, which collectively comprise the City of Berlin's basic financial statements. We expressed an unmodified audit opinion on those audited financial statements in our reports dated May 2, 2023 and April 26, 2022. The audited financial statements, and the summary financial statements derived therefrom, do not reflect the effects of events, if any, which occurred subsequent to the date of our report on the audited financial statements.

In our opinion, the accompanying summary financial statements of the City of Berlin as of and for the years ended December 31, 2022 and 2021 referred to above are consistent, in all material respects, with the audited financial statements from which they have been derived, on the basis described in the notes.

Summary Financial Statements

The summary financial statements do not contain all the disclosures required by accounting principles generally accepted in the United States of America. Reading the summary financial statements and the auditors' report thereon, therefore, is not a substitute for reading the audited financial statements and the auditors' report thereon. The summary financial statements and the audited financial statements do not reflect the effects of events that occurred subsequent to the date of our report on the audited financial statements.

Responsibilities of Management for the Summary Financial Statements

Management is responsible for the preparation of the summary financial statements on the same basis of accounting as the fund financial statements of the audited financial statements.

Auditors' Responsibility

Our responsibility is to express an opinion about whether the summary financial statements are consistent, in all material respects, with the audited financial statements based on our procedures, which were conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing standards*, issued by the Comptroller General of the United States. The procedures consisted principally of comparing the summary financial statements with the related information in the audited financial statements from which the summary financial statements have been derived and evaluating whether the summary financial statements are prepared in accordance with the basis described above. We did not perform any audit procedures regarding the audited financial statements after the date of our report on those financial statements.

HAWKINS ASH CPAS, LLP

Hawkins Ash CPAs, LLP

Manitowoc, Wisconsin

May 2, 2023

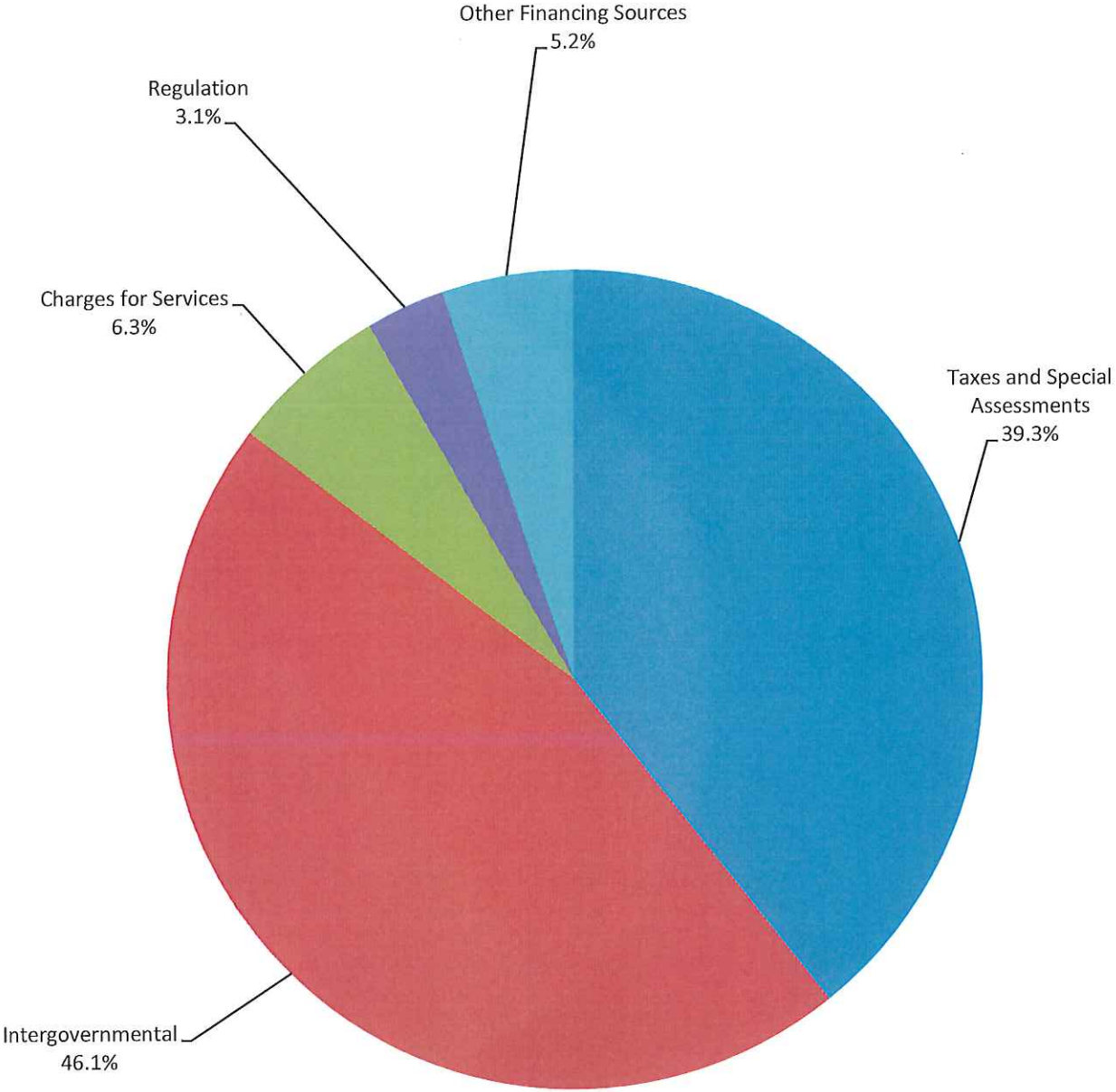
CITY OF BERLIN, WISCONSIN
COMBINED BALANCE SHEET
DECEMBER 31, 2022

	DECEMBER 31,	
	2022	2021
ASSETS		
Cash and cash equivalents	\$ 6,098,051	\$ 6,449,644
Investments	9,764,987	9,314,337
Receivables		
Taxes	5,618,618	5,330,025
Accounts and other	1,964,191	887,470
Special assessments	118,770	134,457
Loan	1,393,278	1,512,066
Due from other funds	247,670	263,303
Due from other governments	78,341	560,746
Inventories	32,601	34,458
Restricted assets		
Cash and investments	1,429,127	1,558,750
Accrued interest	8,518	1,749
Advances to other funds	467,693	672,047
Wisconsin Retirement System net pension	159,825	140,940
Capital assets, less accumulated depreciation	14,133,641	13,781,706
TOTAL ASSETS	41,515,311	40,641,698
DEFERRED OUTFLOWS OF RESOURCES		
Wisconsin Retirement System pension	324,839	244,218
TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES	41,840,150	40,885,916
LIABILITIES		
Accounts payable	911,334	1,007,571
Accrued liabilities		
Payroll	208,319	180,143
Due to other funds	247,670	263,303
Due to other governments	1,852,898	1,565,099
Deposit payable	700	300
Unearned revenue - other	1,815,301	1,812,057
Advances from other funds	467,693	672,047
Payable from restricted assets		
Accrued revenue bond interest	2,588	3,061
Current portion of long-term debt	233,928	224,915
Noncurrent portion of long-term debt	511,337	566,549
TOTAL LIABILITIES	6,251,768	6,295,045
DEFERRED INFLOWS OF RESOURCES		
Taxes levied for subsequent year	6,274,697	5,948,248
Unavailable revenue - special assessments	71,936	73,880
Wisconsin Retirement System pension	380,605	314,461
TOTAL DEFERRED INFLOWS OF RESOURCES	6,727,238	6,336,589
EQUITY		
Net position	20,498,049	20,313,333
General fund	3,649,655	4,006,547
Other funds	4,713,440	3,934,402
TOTAL EQUITY	28,861,144	28,254,282
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND EQUITY	\$ 41,840,150	\$ 40,885,916

CITY OF BERLIN, WISCONSIN
GENERAL FUND REVENUE
YEAR ENDED DECEMBER 31, 2022

	<u>2022</u>		<u>2021</u>	<u>CHANGE FROM</u>	
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>PRIOR YEAR</u>	
REVENUE					
Taxes	\$ 2,119,408	\$ 2,123,133	\$ 2,150,596	\$ (27,463)	-1%
Special assessments	-	-	2,188	(2,188)	-100%
Intergovernmental					
Federal, state and local government	2,512,538	2,489,435	2,662,815	(173,380)	-7%
Regulation					
Licenses and permits	86,917	94,980	78,703	16,277	21%
Fines, forfeits, and penalties	70,550	74,051	62,099	11,952	19%
Charges for services					
Public charges for services	168,050	178,009	735,142	(557,133)	-76%
Intergovernmental charges for services	187,052	162,216	374,948	(212,732)	-57%
Miscellaneous	97,400	92,413	281,787	(189,374)	-67%
Other Financing Sources					
Transfers in	190,000	189,396	186,162	3,234	2%
Sale of capital assets	<u>-</u>	<u>576</u>	<u>1,600</u>	<u>(1,024)</u>	-64%
TOTAL REVENUE AND OTHER FINANCING SOURCES	<u>\$ 5,431,915</u>	<u>\$ 5,404,209</u>	<u>\$ 6,536,040</u>	<u>\$ (1,131,831)</u>	-17%

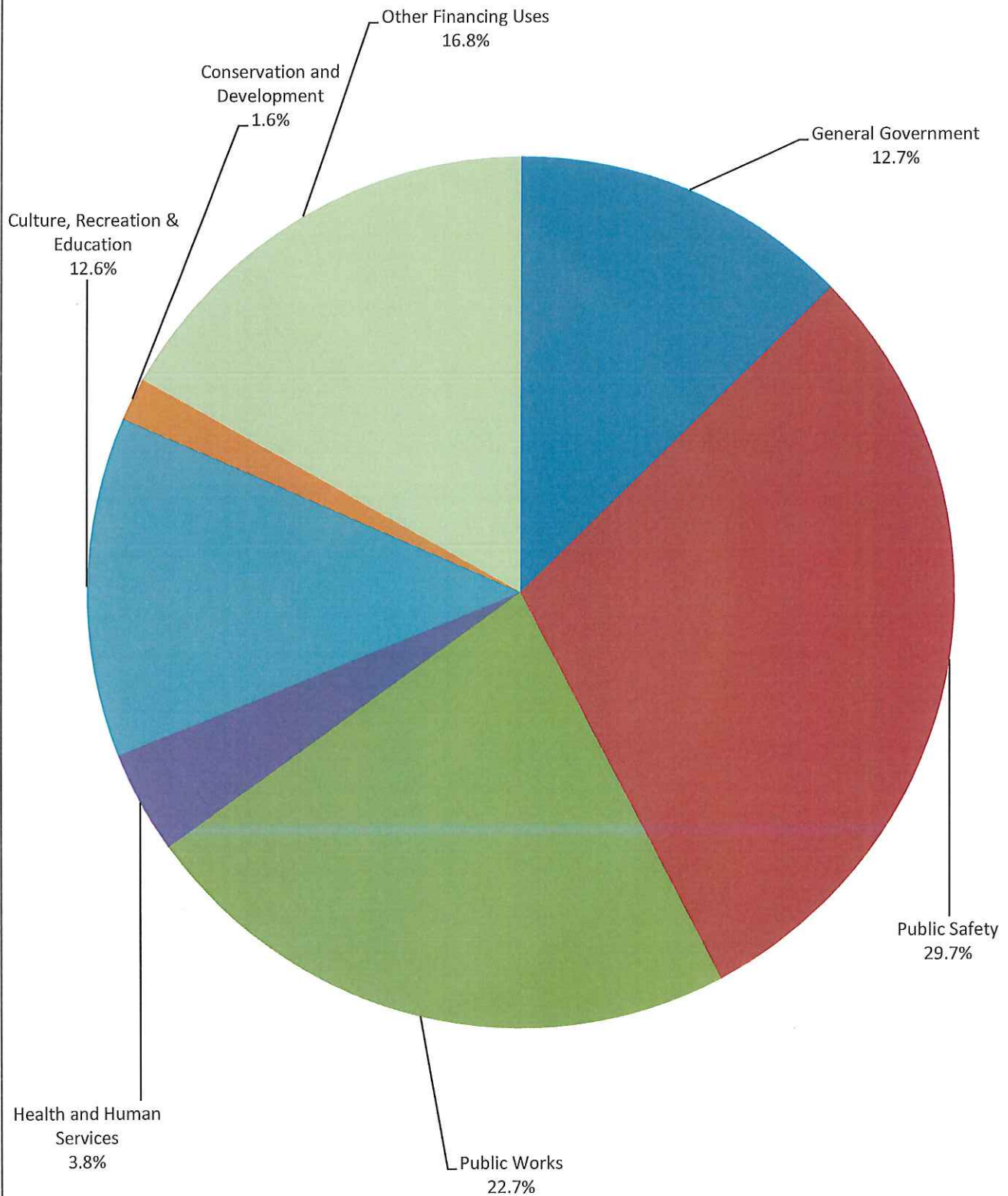
**CITY OF BERLIN, WISCONSIN
2022 GENERAL FUND REVENUE**



CITY OF BERLIN, WISCONSIN
GENERAL FUND EXPENDITURES
YEAR ENDED DECEMBER 31, 2022

	<u>2022</u>		<u>2021</u>	<u>CHANGE FROM</u>	
	<u>BUDGET</u>	<u>ACTUAL</u>	<u>ACTUAL</u>	<u>PRIOR YEAR</u>	
EXPENDITURES					
General Government	\$ 760,386	\$ 730,644	\$ 698,440	\$ 32,204	5%
Public Safety	1,777,867	1,709,489	2,696,839	(987,350)	-37%
Public Works	1,356,860	1,310,114	1,301,731	8,383	1%
Health and Human Services	231,758	219,757	201,230	18,527	9%
Culture, Recreation and Education	796,778	727,907	686,922	40,985	6%
Conservation and Development	111,799	92,869	123,023	(30,154)	-25%
Other financing uses					
Transfer out	<u>970,321</u>	<u>970,321</u>	<u>787,800</u>	<u>182,521</u>	23%
TOTAL EXPENDITURES AND OTHER FINANCING USES	<u>\$ 6,005,769</u>	<u>\$ 5,761,101</u>	<u>\$ 6,495,985</u>	<u>\$ (734,884)</u>	-11%

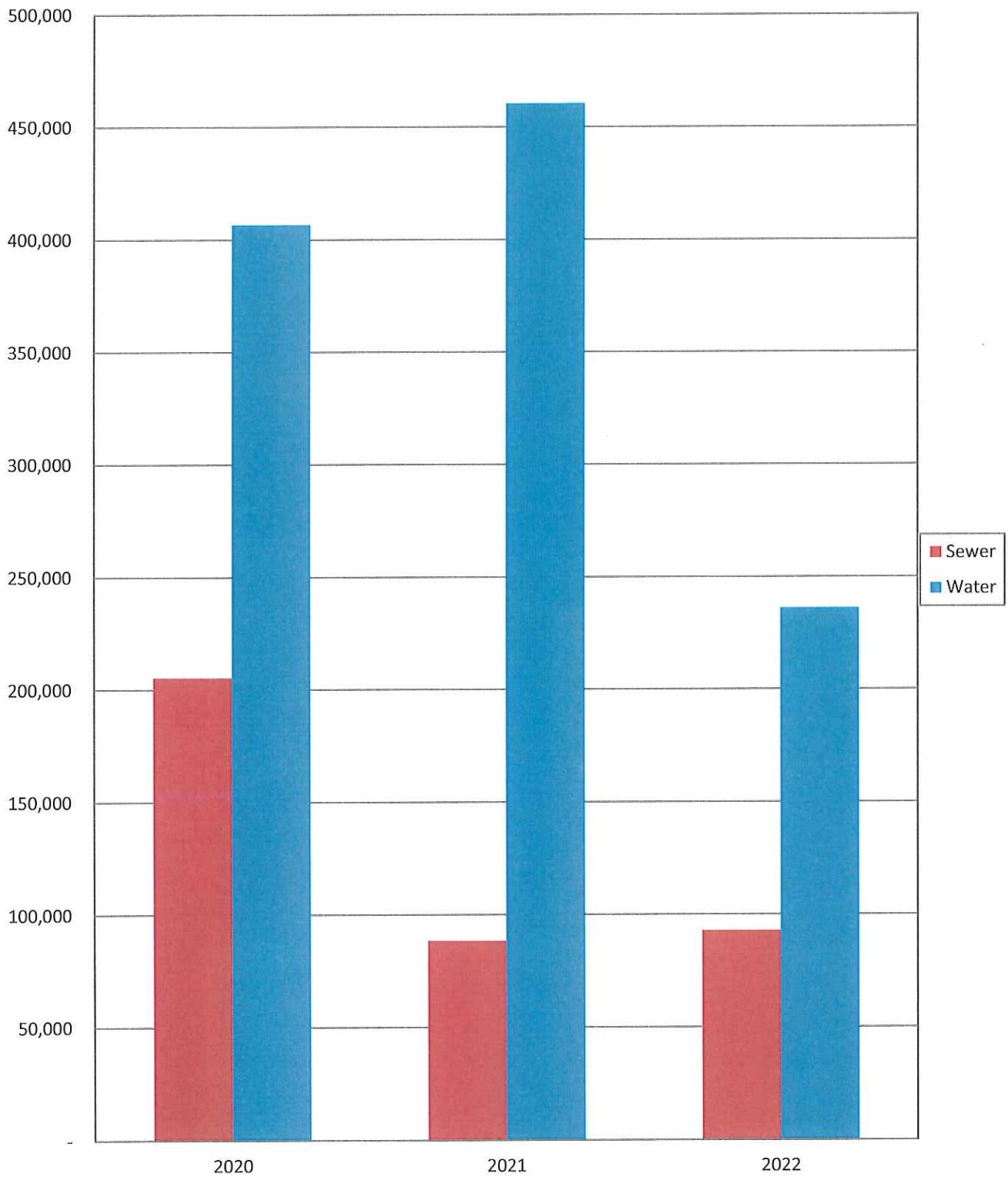
**CITY OF BERLIN, WISCONSIN
2022 GENERAL FUND EXPENDITURES**



CITY OF BERLIN, WISCONSIN
STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION
SEWER AND WATER UTILITY

	YEAR ENDED DECEMBER 31,							
	SEWER				WATER			
	2022	2021	CHANGE FROM PRIOR YEAR		2022	2021	CHANGE FROM PRIOR YEAR	
OPERATING REVENUE								
Charges for services	\$ 1,330,534	\$ 1,318,564	\$ 11,970	1%	\$ 1,236,651	\$ 1,251,863	\$ (15,212)	-1%
OPERATING EXPENSES								
Operations and maintenance	519,825	544,331	(24,506)	-5%	459,746	278,735	181,011	65%
General and administrative	246,307	230,363	15,944	7%	184,920	176,162	8,758	5%
Depreciation	452,913	437,116	15,797	4%	341,421	323,234	18,187	6%
Taxes	18,589	18,234	355	2%	14,380	13,334	1,046	8%
TOTAL OPERATING EXPENSES	<u>1,237,634</u>	<u>1,230,044</u>	<u>7,590</u>	<u>1%</u>	<u>1,000,467</u>	<u>791,465</u>	<u>209,002</u>	<u>26%</u>
OPERATING INCOME	<u>92,900</u>	<u>88,520</u>	<u>4,380</u>	<u>5%</u>	<u>236,184</u>	<u>460,398</u>	<u>(224,214)</u>	<u>-49%</u>
NONOPERATING REVENUE (EXPENSES)								
Interest income	24,560	32,250	(7,690)	-24%	26,495	30,074	(3,579)	-12%
Miscellaneous revenue	3,100	-	3,100	N/A	2,956	4,637	(1,681)	-36%
Interest expense	-	-	-	N/A	(12,079)	(13,693)	1,614	12%
TOTAL NONOPERATING REVENUE (EXPENSES)	<u>27,660</u>	<u>32,250</u>	<u>(4,590)</u>	<u>-14%</u>	<u>17,372</u>	<u>21,018</u>	<u>(3,646)</u>	<u>-17%</u>
INCOME BEFORE TRANSFERS AND CONTRIBUTIONS	<u>120,560</u>	<u>120,770</u>	<u>(210)</u>	<u>0%</u>	<u>253,556</u>	<u>481,416</u>	<u>(227,860)</u>	<u>-47%</u>
Transfers in	-	-	-	N/A	-	375,450	(375,450)	100%
Transfers out	(2,382)	(378,000)	375,618	99%	(187,014)	(934,512)	747,498	80%
Capital contributions	-	452,385	(452,385)	-100%	-	486,136	(486,136)	-100%
CHANGE IN NET POSITION	<u>118,178</u>	<u>195,155</u>	<u>(76,977)</u>	<u>-39%</u>	<u>66,542</u>	<u>408,490</u>	<u>(341,948)</u>	<u>-84%</u>
NET POSITION AT BEGINNING OF YEAR	<u>8,304,818</u>	<u>8,109,664</u>	<u>195,154</u>	<u>2%</u>	<u>12,008,511</u>	<u>11,600,024</u>	<u>408,487</u>	<u>4%</u>
NET POSITION AT END OF YEAR	<u>\$ 8,422,996</u>	<u>\$ 8,304,819</u>	<u>\$ 118,177</u>	<u>1%</u>	<u>\$ 12,075,053</u>	<u>\$ 12,008,514</u>	<u>\$ 66,539</u>	<u>1%</u>
Operating rate of return on average capital assets and inventory	1.70%	1.84%			2.77%	5.75%		
Public Service Commission return on rate base	N/A	N/A			1.12%	4.69%		

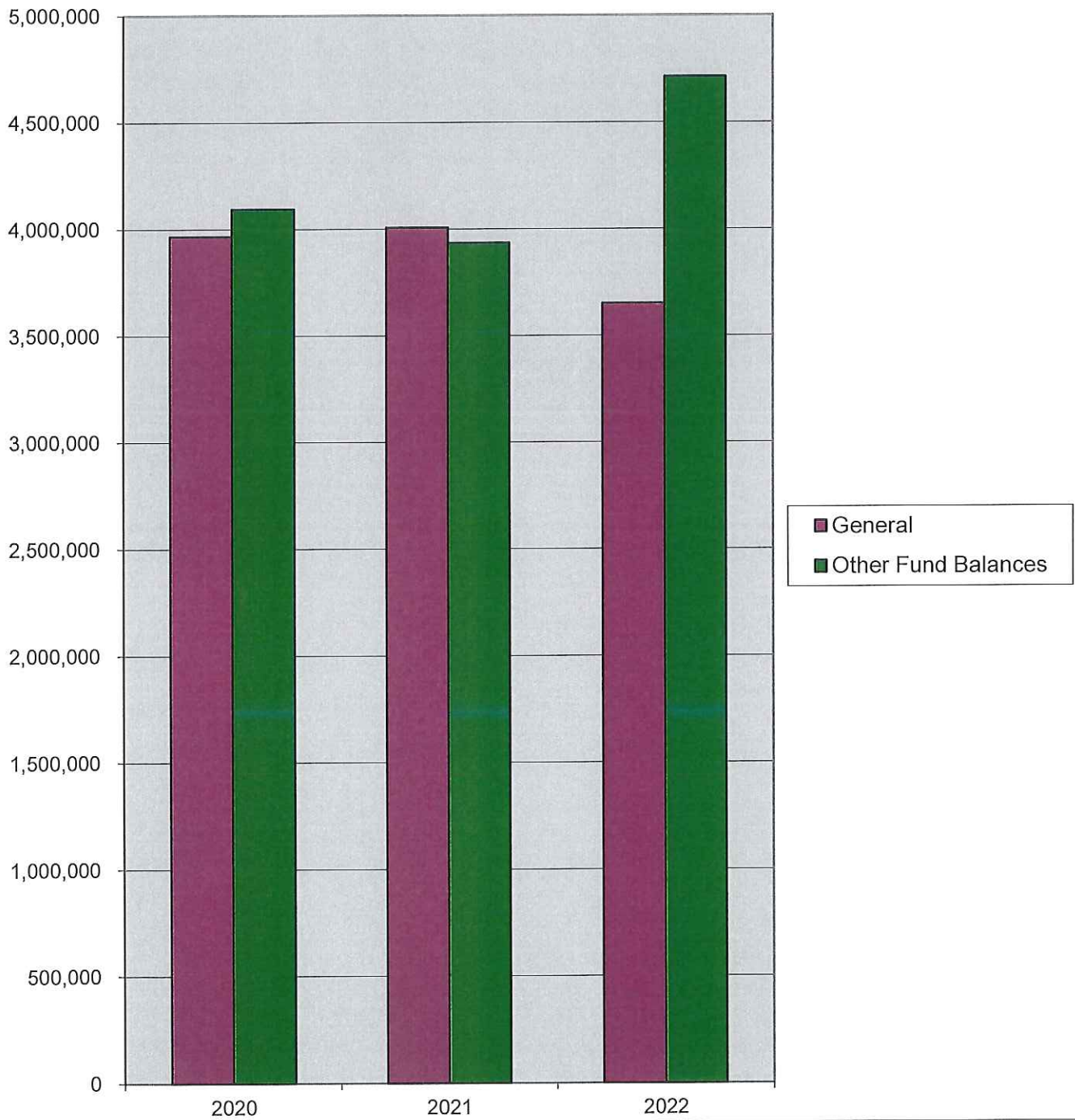
**CITY OF BERLIN, WISCONSIN
2020-2022 WATER AND SEWER UTILITY
OPERATING INCOME**



CITY OF BERLIN, WISCONSIN
STATEMENT OF REVENUE, EXPENSES AND CHANGES IN FUND BALANCE - OTHER FUNDS

	BALANCE JANUARY 1, 2022	REVENUE	EXPENDITURES	BALANCE DECEMBER 31, 2022
CDBG Housing Grant	\$ 9,185	\$ 41,972	\$ 35,974	\$ 15,183
Ambulance	-	2,656,044	1,700,952	955,092
Revolving Loan	324,571	81,553	1,419	404,705
Debt Service	195,204	589,835	581,346	203,693
American Rescue	-	153,179	153,179	-
Senior Special Account	45,028	85,375	96,910	33,493
Cemetery Expendable Trust	505,061	6,221	22,180	489,102
Library Expendable Trust	1,553,159	(81,219)	30,331	1,441,609
Capital Projects	1,281,190	399,459	640,414	1,040,235
TID #9 - North River Block	(15,002)	15,002	-	-
TID #10 - North Industrial Park	(634,268)	194,381	8,472	(448,359)
TID #01E - RAJ	(22,777)	13,267	9,824	(19,334)
TID #02E - David White Property	241	20,317	465	20,093
TID #15 - Downtown	240,419	77,915	124,696	193,638
Custodial Fund	-	5,121,193	5,121,193	-
Library Endowment Principal	57,630	250	250	57,630
Internal Service	394,761	423,462	491,563	326,660
TOTAL	\$ 3,934,402	\$ 9,798,206	\$ 9,019,168	\$ 4,713,440

**CITY OF BERLIN, WISCONSIN
2020-2022 FUND EQUITY**



CITY OF BERLIN, WISCONSIN
OTHER FINANCIAL INFORMATION
DECEMBER 31, 2022

Independent Auditors' Report - An unmodified "clean" auditors' opinion was issued on the City's financial statements. Our opinion states that we found your statements present fairly, in all material respects, the financial activity of the City.

Cash and Investments - The City's cash and investments decreased \$30,566.

Fixed Assets - The City spent \$1,004,838 on general capital assets and \$1,146,269 on sewer and water capital assets.

Long-Term Debt - At year end, \$4,315,000 was outstanding of general obligation debt which is below the City's state statute debt limit of \$19,188,665. There was also \$543,490 of water debt and \$825,865 of employee benefits outstanding.

Auditors' Reports on Compliance and Internal Control Over Financial Reporting - These reports conclude that the City's internal controls appear adequate for a City of your size.

Communications With Those Charged With Governance - This report discusses the scope and limitations of a financial audit and communicates any problems we had during the audit process. No significant problems were identified.

CITY OF BERLIN, WISCONSIN

**INDEPENDENT AUDITORS' REPORTS ON COMMUNICATION
WITH THOSE CHARGED WITH GOVERNANCE
AND MANAGEMENT ADVISORY COMMENTS**

DECEMBER 31, 2022

CITY OF BERLIN, WISCONSIN
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DECEMBER 31, 2022

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6-8	Independent Auditors' Report on Management Advisory Comments
Appendix A	Adjusting Journal Entries Report
Appendix B	Management Representation Letter



**INDEPENDENT AUDITORS' REPORT ON COMMUNICATION
WITH THOSE CHARGED WITH GOVERNANCE**

To the City Council
City of Berlin, Wisconsin

We have audited the financial statements of the City of Berlin as of and for the year ended December 31, 2022, and have issued our report thereon dated May 2, 2023. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter dated December 5, 2022, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City of Berlin solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding significant control deficiencies noted during our audit in a separate letter to you dated May 2, 2023.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and our network firms have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

We have identified the following significant risks:

- Management Override of Controls - professional standards require the auditor to address the risk that management is in a unique position to override controls that otherwise appear to be operating effectively.
- Improper Revenue Recognition - professional standards require the auditor to presume that risks of material misstatements exist in revenue recognition.

We have designed our audit procedures to adequately address the significant risks identified.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City of Berlin is included in Note 1 to the financial statements. There have been no initial selection of accounting policies and no changes in significant accounting policies or their application during 2022. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

- Management's estimate of the depreciable lives of capital assets is based on prior history.
- Management's estimate of the Wisconsin Retirement System pension was calculated by the State of Wisconsin Department of Employee Trust Funds' third-party actuary.
- Management's estimate of the Wisconsin Retirement System local retiree life insurance fund was calculated by the State of Wisconsin Department of Employee Trust Funds' third-party actuary.
- Management's estimate of sick pay is based on prior history.

We evaluated the key factors and assumptions used to develop the estimates listed above and determined that they are reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. The most sensitive

disclosures affecting the City of Berlin's financial statements relate to revenue recognition, Wisconsin Retirement System pension, and Wisconsin Retirement System local retiree life insurance fund.

Significant Unusual Transactions

For purposes of this communication, professional standards require us to communicate to you significant unusual transactions identified during our audit. We have not identified any significant unusual transactions during the audit.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards also require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. Management has corrected all identified misstatements. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. The material misstatements listed under Appendix A that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City of Berlin's financial statements or the auditors' report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the attached letter dated May 2, 2023.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the City of Berlin, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City of Berlin's auditors.

Other Information Included in Annual Reports

Pursuant to professional standards, our responsibility as auditors for other information, whether financial or nonfinancial, included in the City of Berlin's annual reports, does not extend beyond the information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the information and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the City Council and management of the City of Berlin and is not intended to be and should not be used by anyone other than these specified parties.

HAWKINS ASH CPAS, LLP

A handwritten signature in cursive script that reads "Hawkins Ash CPAs, LLP".

Manitowoc, Wisconsin
May 2, 2023



INDEPENDENT AUDITORS' REPORT ON MANAGEMENT ADVISORY COMMENTS

To the City Council
City of Berlin, Wisconsin

We have audited the financial statements of the City of Berlin as of and for the year ended December 31, 2022 and have issued our report thereon dated May 2, 2023. We have also issued compliance reports and reports on the internal control structure in accordance with *Government Auditing Standards*. These reports disclosed any material instances of noncompliance, material weaknesses and significant deficiencies that were identified during the audit.

Other matters involving the internal control structure and the City's operations which came to our attention during the audit are reported on the following pages as management advisory comments.

We would like to take this opportunity to acknowledge the many courtesies extended to us by the City's personnel during the course of our work. In particular, we would like to note the considerable assistance and cooperation provided to us by Sara Rutkowski and her staff.

We shall be pleased to discuss any of the matters referred to in this letter. Should you desire assistance in implementing any of the following suggestions, we would welcome the opportunity of assisting you in these matters.

HAWKINS ASH CPAS, LLP

A handwritten signature in dark ink that reads "Hawkins Ash CPAs, LLP". The signature is written in a cursive, flowing style.

Manitowoc, Wisconsin
May 2, 2023

MANAGEMENT ADVISORY COMMENTS

Current Year Comments

None.

Prior Year Comments

New Standard - GASB Statement No. 87 - Leases (12/31/18)

This statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities.

A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Any contract that meets this definition should be accounted for under the leases guidance, unless specifically excluded in this statement.

This statement excludes the following:

- intangible assets (mineral rights, patents, copyrights, licensing contracts for software)
- biological assets (timber, living plants, living animals)
- inventory
- service concession arrangement (GASB Statement No. 60)
- assets financed with conduit debt unless both asset and debt are reported by lessor
- supply contracts (power purchase agreements)
- short-term leases (12 months or less including options to extend)
- contracts that transfer ownership and does not contain termination options
- certain regulated leases (aviation leases)

We recommend all lease contracts that might meet the definition of a lease should be accumulated, identify any contracts that may be excluded based on an exception or materiality, and complete a listing of all the contracts. The listing should include contract description, asset description, term of contract, term extensions, termination clause, payments, and exclusion exception. Please upload the contracts and listing to your portal.

The requirements of this statement are effective for reporting periods beginning after June 15, 2021. Your December 31, 2022 financial statements will be updated for these new reporting requirements.

Status: Resolved.

Filing Timely Grant Claim Forms (12/31/2021)

Our audit procedures revealed a Community Development Block Grant claim form was not submitted. The \$504,000 November 30, 2021 and \$301,000 December 31, 2021 construction invoices were not submitted for grant reimbursement until March 16, 2022. We recommend the

City have grant claim forms completed and submitted in a timely manner to improve the City's cash flow.

Status: Resolved.

APPENDIX A

Client: 0201773 - City of Berlin
Engagement: 22 Audit - City of Berlin
Period Ending: 12/31/2022
Trial Balance: 1401 - Database
Workpaper: 1501 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Adjusting Journal Entries JE # 1				
2022 - To adjust depreciation expense and accumulated depreciation to actual.				
61-53-53614-913-403	DEPRECIATION	3240	18,202.00	
62-53-53614-913-403	DEPRECIATION		20,440.00	
61-18910-111	ACCM DEPRECIATION			6,452.00
61-53-53610-845-827	OTHER SUPPLY-OPERATION EXPENSE			11,750.00
62-18910-111	ACCM DEPRECIATION			7,355.00
62-57-57000-007-107	CAPITAL-PROJECTS			13,085.00
Total			38,642.00	38,642.00
Adjusting Journal Entries JE # 2				
2022 - To adjust joint meter costs(depreciation and return on meters) to actual.				
61-53-53613-822-856	Misc Gen Admin Exp	6103	43.00	
61-53-53614-913-403	DEPRECIATION		53.00	
62-15161-145	Due from Sewer		43.00	
62-15161-145	Due from Sewer		53.00	
61-15162-145	Due from Water			43.00
61-21562-233	Due to Water			53.00
61-21562-233	Due to Water			
62-21561-233	Due to Sewer			43.00
62-46-46474-474	OTHER WATER REVENUES			53.00
62-53-53614-913-403	DEPRECIATION			53.00
Total			192.00	192.00
Adjusting Journal Entries JE # 36				
2022 - To adjust tax equivalent due to/from between water/sewer to actual.				
10-15600	Due from Utility	6102	15,554.00	
61-21562-233	Due to Water		188.00	
62-53-53614-918-408	TAX EQUIVALENT		15,742.00	
10-48-90006	Other Income			15,554.00
10-49-21300	Transfer from Utility Fund			188.00
61-53-53614-918-408	TAX EQUIVALENT			188.00
62-15161-145	Due from Sewer			15,554.00
62-21530-233	DUE GENERAL FUND			31,484.00
Total			31,484.00	31,484.00
Adjusting Journal Entries JE # 39				
2022 - To reclassify prior year proprietary WRS contributions made prior to the measurement date (January - December of prior year).				
61-53-53613-686	Sewer allocated WRS expense	5012	7,313.00	
62-53-53613-686	Water allocated WRS expense		20,415.00	
61-18601-	Deferred Outflow-WRS Pension			7,313.00
62-18601-	Deferred Outflow-WRS Pension			20,415.00
Total			27,728.00	27,728.00
Adjusting Journal Entries JE # 41				
2022 - To reclassify proprietary current year WRS contributions made after the measurement date (January - December of current year).				
61-18601-	Deferred Outflow-WRS Pension	5012	5,993.00	
62-18601-	Deferred Outflow-WRS Pension		21,904.00	
61-53-53613-686	Sewer allocated WRS expense			5,993.00
62-53-53613-686	Water allocated WRS expense			21,904.00
Total			27,897.00	27,897.00
Adjusting Journal Entries JE # 43				
2022 - To record proprietary current year changes in net pension accounts.				
61-18601-	Deferred Outflow-WRS Pension	5012	7,383.00	
61-21501-	Restricted for WRS Pension		2,839.00	
61-25301-	Deferred inflow-WRS Pension		731.00	
62-17400-	WRS Net Pension Asset		21,724.00	

Client: 0201773 - City of Berlin
Engagement: 22 Audit - City of Berlin
Period Ending: 12/31/2022
Trial Balance: 1401 - Database
Workpaper: 1501 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
62-18601-	Deferred Outflow-WRS Pension		74,171.00	
62-33961-216	RETAINED EARNINGS UNRESERVED		21,724.00	
61-17400-	WRS Net Pension Asset			2,839.00
61-24200-	WRS Net Pension Liability			2,839.00
61-33961-216	RETAINED EARNINGS UNRESERVED			5,275.00
61-53-53613-686	Sewer allocated WRS expense			21,724.00
62-21501-	Restricted for WRS Pension			67,878.00
62-24200-	WRS Net Pension Liability			28,017.00
62-25301-	Deferred inflow-WRS Pension			
62-53-53613-686	Water allocated WRS expense			
Total			128,572.00	128,572.00
Adjusting Journal Entries JE # 44				
			2801	
2022 - To net due to/from for water and sewer.				
61-15162-145	Due from Water		92.00	
62-15161-145	Due from Sewer		92.00	
61-21562-233	Due to Water			92.00
62-21561-233	Due to Sewer			92.00
Total			184.00	184.00
Adjusting Journal Entries JE # 49				
			5016	
2022 - To record proprietary current year changes in WRS LRLIF accounts.				
61-24201-	WRS LRLIF Liability		1,117.00	
61-25303-	Deferred Inflow-WRS LRLIF		445.00	
62-25303-	Deferred Inflow-WRS LRLIF		558.00	
62-53-53686-650	Water - Allocated WRS LRLIF expense		1,095.00	
61-17401-	Sewer - WRS LRLIF Asset			
61-18602-	Deferred Outflow-WRS LRLIF			711.00
61-21502-	Sewer - Restricted for WRS LRLIF			
61-33961-216	RETAINED EARNINGS UNRESERVED			
61-53-53686-650	Sewer - Allocated WRS LRLIF expense			851.00
62-17401-	Water - WRS LRLIF Asset			
62-18602-	Deferred Outflow-WRS LRLIF			482.00
62-21502-	Water - Restricted for WRS LRLIF			
62-24201-	WRS LRLIF Liability			1,171.00
62-33961-216	RETAINED EARNINGS UNRESERVED			
Total			3,215.00	3,215.00
Adjusting Journal Entries JE # 52				
			5016	
2022 - To reclassify prior year proprietary WRS LRLIF contributions made prior to the measurement date (January - December of prior year).				
61-18602-	Deferred Outflow-WRS LRLIF			
61-53-53686-650	Sewer - Allocated WRS LRLIF expense			
62-18602-	Deferred Outflow-WRS LRLIF			
62-53-53686-650	Water - Allocated WRS LRLIF expense			
Total			0.00	0.00
Adjusting Journal Entries JE # 53				
			5016	
2022 - To reclassify proprietary current year WRS LRLIF contributions made after the measurement date (January - December of current year).				
61-18602-	Deferred Outflow-WRS LRLIF		20.00	
62-18602-	Deferred Outflow-WRS LRLIF		71.00	
61-53-53686-650	Sewer - Allocated WRS LRLIF expense			20.00
62-53-53686-650	Water - Allocated WRS LRLIF expense			71.00
Total			91.00	91.00
Adjusting Journal Entries JE # 59				
			5021	
2022 - To adjust City committed termination benefit to actual.				
10-34300	Unassigned Fund Balance		32,482.00	
10-34178	Committed: Termination Benefit			32,482.00

Client: 0201773 - City of Berlin
Engagement: 22 Audit - City of Berlin
Period Ending: 12/31/2022
Trial Balance: 1401 - Database
Workpaper: 1501 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
Total			32,482.00	32,482.00
Adjusting Journal Entries JE # 60				
2022 - To adjust for 12/31/21 audit adjusting journal entry 61 which was not recorded.			Account Detail	
12-34303	Restricted Fund Balance		281,820.00	
12-26114	Deferred revenue - other			281,820.00
Total			281,820.00	281,820.00
Adjusting Journal Entries JE # 61				
2022 - To record entry to close TID 9 fund. It was terminated on 6/8/21.			1235.43	
10-11100	Treasurers Cash		15,093.00	
10-34131	Nonspendable: TID Advances		15,002.00	
43-27110	Advance from General Fund		15,002.00	
43-43-43000	Exempt Computer Aid		18.00	
43-43-69004	State Personal Property Aid		73.00	
10-17143	Advance to TIF #9			15,002.00
10-34300	Unassigned Fund Balance			15,002.00
10-43-41010	State Personal Property Aid			73.00
10-43-43000	Exempt Computer Aid			18.00
43-11100	Treasurers Cash			15,093.00
Total			45,188.00	45,188.00
Adjusting Journal Entries JE # 63				
2022 - To adjust restricted DNR replacement equity to match cash accounts.			5502	
61-33221-215.1	RETAINED EARNINGS RES-DNR REPL		284,534.00	
61-33961-216	RETAINED EARNINGS UNRESERVED			284,534.00
Total			284,534.00	284,534.00
Adjusting Journal Entries JE # 64				
2022 - To adjust for 12/31/21 audit adjusting journal entry 60.			Account Detail	
61-11161-131	CASH		804.00	
62-33961-216	RETAINED EARNINGS UNRESERVED		2,680.00	
61-33961-216	RETAINED EARNINGS UNRESERVED			804.00
62-11161-131	CASH			804.00
62-33961-216	RETAINED EARNINGS UNRESERVED			1,876.00
Total			3,484.00	3,484.00
Adjusting Journal Entries JE # 65				
2022 - To adjust Thom to actual.			5021	
86-19700	Amt to be prov for termin ben		1,347.00	
86-29666	TB Sick Leave - Thom S.			1,347.00
Total			1,347.00	1,347.00
Adjusting Journal Entries JE # 66				
2022 - To adjust amount available for debt retire to match fund 31 cash.			Account Detail	
86-19800	Amt Available for Debt Retire		868.00	
86-19900	Amt to be prov for Debt Retire			868.00
Total			868.00	868.00
Adjusting Journal Entries JE # 67				
2022 - To record unearned ARPA funds.			4701	
12-43-30001	Other Federal Grants		128,641.00	
12-26114	Deferred revenue - other			128,641.00
Total			128,641.00	128,641.00
Adjusting Journal Entries JE # 68				
			2801	

Client: 0201773 - City of Berlin
Engagement: 22 Audit - City of Berlin
Period Ending: 12/31/2022
Trial Balance: 1401 - Database
Workpaper: 1501 - Adjusting Journal Entries Report

Account	Description	W/P Ref	Debit	Credit
2022 - To reverse special assessment and delinquent tax entries out of due to utility.				
10-21100	Vouchers Payable		13,272.00	
15-21100	Vouchers Payable		38,374.00	
10-25600	Due Utility			13,272.00
15-25601	Due Utility-SA Received			38,374.00
Total			51,646.00	51,646.00
Adjusting Journal Entries JE # 69				
		3241		
2022 - To adjust utility capital assets to actual.				
62-57-57000-007-107	CAPITAL-PROJECTS		105,705.00	
62-18643-343 W	TRANSMISSION & DISTR MAINS			105,705.00
Total			105,705.00	105,705.00
Adjusting Journal Entries JE # 71				
		3245		
2022 - To record utility asset disposal.				
62-57-57000-007-107	CAPITAL-PROJECTS		1,335.00	
62-18646-346 W	METERS			1,335.00
Total			1,335.00	1,335.00
Adjusting Journal Entries JE # 72				
		2401		
2022 - To adjust taxes receivable to actual.				
10-51-10000-390	Miscellaneous		906.00	
10-12100	Taxes Receivable			906.00
Total			906.00	906.00
Adjusting Journal Entries JE # 73				
		1501.01		
2022 - Adjustment made per client subsequent to importing the trial balance.				
27-13150	Other Accounts Receivable		413,498.00	
27-47-32400	Ambulance Services to Towns			413,498.00
Total			413,498.00	413,498.00

APPENDIX B



City of Berlin

108 North Capron St • P.O. 272 • Berlin, Wisconsin 54923-0272

(920) 361-5400 • Fax: (920) 361-5454

May 2, 2023

Hawkins Ash CPAs, LLP
One East Waldo Blvd., Suite 5
Manitowoc, WI 54220-2912

Dear Hawkins Ash CPAs, LLP,

This representation letter is provided in connection with your audit of the City of Berlin as of December 31, 2022, and for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions on whether the basic financial statements present fairly, in all material respects, the financial position, and results of operations, of the various opinion units of City of Berlin in accordance with accounting principles generally accepted for governments in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in the light of surrounding circumstances, there is a substantial likelihood that, individually or in aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

We confirm that, to the best of our knowledge and belief, having made such inquiries as we considered necessary for the purpose of appropriately informing ourselves as of May 2, 2023.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated December 5, 2022, for the preparation and fair presentation of the financial statements of the various opinion units referred to above in accordance with U.S. GAAP.
- 2) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 4) We acknowledge our responsibility for compliance with the laws, regulations, and provisions of contracts and grant agreements.
- 5) We have reviewed, approved, and taken responsibility for the financial statements and related notes.
- 6) We have a process to track the status of audit findings and recommendations.
- 7) We have identified and communicated to you all previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 8) Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
- 9) Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- 10) All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed.
- 11) We have reviewed and approved the various adjusting journal entries that were proposed by you for recording in our books and records and reflected in the financial statements.
- 12) The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with U.S. GAAP.
- 13) All component units, as well as joint ventures with an equity interest, are included and other joint ventures and related organizations are properly disclosed.
- 14) All funds and activities are properly classified.

- 15) All funds that meet the quantitative criteria in GASB Statement No. 34, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments*, GASB Statement No. 37, *Basic Financial Statements-and Management's Discussion and Analysis-for State and Local Governments: Omnibus* as amended, and GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, for presentation as major are identified and presented as such and all other funds that are presented as major are considered important to financial statement users.
- 16) All components of net position, nonspendable fund balance, and restricted, committed, assigned, and unassigned fund balance are properly classified and, if applicable, approved.
- 17) Our policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position/fund balance are available is appropriately disclosed and net position/fund balance is properly recognized under the policy.
- 18) All revenues within the statement of activities have been properly classified as program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 19) All expenses have been properly classified in or allocated to functions and programs in the statement of activities, and allocations, if any, have been made on a reasonable basis.
- 20) All interfund and intra-entity transactions and balances have been properly classified and reported.
- 21) Special items and extraordinary items have been properly classified and reported.
- 22) Deposit and investment risks have been properly and fully disclosed.
- 23) Capital assets, including infrastructure assets, are properly capitalized, reported, and if applicable, depreciated.
- 24) All required supplementary information is measured and presented within the prescribed guidelines.
- 25) With regard to investments and other instruments reported at fair value:
 - The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated courses of action.
 - The measurement methods and related assumptions used in determining fair value are appropriate in the circumstances and have been consistently applied.
 - The disclosures related to fair values are complete, adequate, and in accordance with U.S. GAAP.
 - There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.
- 26) With respect to the nonattest services provided, we have performed the following:
 - Made all management decisions and performed all management functions;
 - Assigned a competent individual to oversee the services;
 - Evaluated the adequacy of the services performed;
 - Evaluated and accepted responsibility for the result of the service performed; and
 - Established and maintained internal controls, including monitoring ongoing activities.
- 27) With respect to the supplementary information accompanying the financial statements:
 - We acknowledge our responsibility for the presentation of the supplementary information with U.S. GAAP.
 - We believe the supplementary information, including its form and content, is fairly presented in accordance with U.S. GAAP.
 - The methods of measurement or presentation have not changed from those used in the prior period.
 - We believe the significant assumptions or interpretations underlying the measurement or presentation of the supplementary information, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.
 - When the supplementary information is not presented with the audited financial statements, management will make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditor's report thereon.
 - We acknowledge our responsibility to include the auditors' report on the supplementary information in any document containing the supplementary information and that indicates the auditor reported on such supplementary information.
 - We acknowledge our responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users

of the supplementary information no later than the date of issuance by the entity of the supplementary information and the auditors' report thereon.

28) With respect to the required supplementary information accompanying the financial statements:

- We acknowledge our responsibility for the presentation of the required supplementary information in accordance with U.S. GAAP.
- We believe the required supplementary information, including its form and content, is measured and fairly presented in accordance with U.S. GAAP.
- The methods of measurement or presentation have not changed from those used in the prior period.
- We believe the significant assumptions or interpretations underlying the measurement or presentation of the required supplementary information, and the basis for our assumptions and interpretations, are reasonable and appropriate in the circumstances.

29) With respect to the summary financial report:

- We acknowledge our responsibility for the preparation of the summary financial statements in accordance with the applied criteria and believe the applied criteria are acceptable.
- We have made the audited financial statements readily available to the intended users of the summary financial statements, when the summary financial statements will not be accompanied by the audited financial statements.

Information Provided

30) We have provided you with:

- Access to all information, of which we are aware that is relevant to the preparation and fair presentation of the financial statements of the various opinion units referred to above, such as records, documentation, meeting minutes, and other matters;
- Additional information that you have requested from us for the purpose of the audit; and
- Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
- A written acknowledgement of all the documents that we expect to issue that will be included in the annual report, if applicable, and the planned timing and method of issuance of that annual report;
- A final version of the annual report, if applicable, (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.

31) The financial statements and any other information included in the annual report, if applicable, are consistent with one another, and the other information does not contain any material misstatements.

32) All transactions have been recorded in the accounting records and are reflected in the financial statements.

33) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.

34) We have provided to you our analysis of the entity's ability to continue as a going concern, including significant conditions and events present, and if necessary, our analysis of management's plans, and our ability to achieve those plans.

35) We have no knowledge of any fraud or suspected fraud that affects the entity and involves:

- Management;
- Employees who have significant roles in internal control; or
- Others where the fraud could have a material effect on the financial statements.

36) We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, vendors, regulators, or others.

37) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements and we have not consulted legal counsel concerning litigation, claims, or assessments.

38) We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.

39) There have been no communications from regulatory agencies concerning noncompliance with or deficiencies in accounting, internal control, or financial reporting practices.

- 40) The entity has no plans or intentions that may materially affect the carrying value or classification of assets and liabilities.
- 41) We have disclosed to you all guarantees, whether written or oral, under which the entity is contingently liable.
- 42) We have disclosed to you all nonexchange financial guarantees, under which we are obligated and have declared liabilities and disclosed properly in accordance with GASB Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, for those guarantees where it is more likely than not that the entity will make a payment on any guarantee.
- 43) For nonexchange financial guarantees where we have declared liabilities, the amount of the liability recognized is the discounted present value of the best estimate of the future outflows expected to be incurred as a result of the guarantee. Where there was no best estimate but a range of estimated future outflows has been established, we have recognized the minimum amount within the range.
- 44) We have disclosed to you all significant estimates and material concentrations known to management that are required to be disclosed in accordance with GASB Statement No. 62 (GASB-62), *Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989 FASB and AICPA Pronouncements*. Significant estimates are estimates at the balance sheet date that could change materially within the next year. Concentrations refer to volumes of business, revenues, available sources of supply, or markets or geographic areas for which events could occur that would significantly disrupt normal finances within the next year.
- 45) We have identified and disclosed to you the laws, regulations, and provisions of contracts and grant agreements that could have a direct and material effect on financial statement amounts, including legal and contractual provisions for reporting specific activities in separate funds.
- 46) There are no:
 - Violations or possible violations of laws or regulations, or provisions of contracts or grant agreements whose effects should be considered for disclosure in the financial statements or as a basis for recording a loss contingency, including applicable budget laws and regulations.
 - Unasserted claims or assessments that our lawyer has advised are probable of assertion and must be disclosed in accordance with GASB-62.
 - Other liabilities or gain or loss contingencies that are required to be accrued or disclosed by GASB-62.
 - Continuing disclosure consent decree agreements or filings with the Securities and Exchange Commission and we have filed updates on a timely basis in accordance with the agreements (Rule 240, 15c2-12).
- 47) The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset or future revenue been pledged as collateral, except as disclosed to you.
- 48) We have complied with all aspects of grant agreements and other contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 49) We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefit liabilities and costs for financial accounting purposes are appropriate in the circumstances.
- 50) We have provided to you our views on reported findings, conclusions, and recommendations, as well as planned corrective actions.



City Administrator, Clerk-Treasurer



Mayor



City of Berlin TID # 15

Façade Improvement Program Application

Applicant Information:

Name(s): Andy Beiser

Phone # (cell): 920-740-2565 (home): _____ (work): 920-582-4011

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

Email: AndyB@BeiserRealty.com

Business Information:

Business Name: Beiser Realty, LLC

Business Address: 189 Broadway St. Berlin

Business Phone #: 920 582 4011

Type of Business: Real Estate Brokerage

Check One: _____ Individual _____ Partnership ☒ Corporation

Name of Partners/Corporate Officers: Andy Beiser

Property Owner:

☒ Check if the same as Applicant

Name(s): _____

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

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

Email: _____

Project Information:

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

See Attached

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

Estimated start date: Asap Estimated completion date: _____

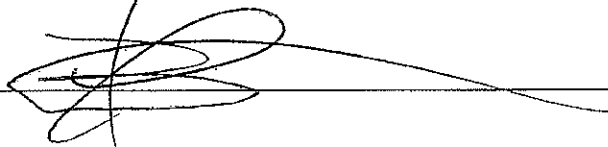
Project Budget:

Total Cost: \$22,500 Plus \$5,500 for painting contractor

Total Cost requesting from façade program: _____

Source of other funding: Personal Funding

Applicant(s) signature(s):



Date: _____

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

Date received in Clerk's Office: _____

Received by: _____

Date of Next CC meeting: _____



City of Berlin TID # 15

Building Improvement Program Application

Applicant Information:

Name(s): Andy Beiser

Phone # (cell): 920 746 2565 (home): _____ (work): 920 582 4011

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

Email: _____

Business Information:

Business Name: Beiser Realty, LLC

Business Address: 189 Broadway St, Berlin

Business Phone #: 920 582 4011

Type of Business: Real Estate Brokerage

Check One: _____ Individual _____ Partnership ☒ Corporation

Name of Partners/Corporate Officers: Andy Beiser (member LLC)

Property Owner:

☒ Check if the same as Applicant

Name(s): _____

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

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

Email: _____

Project Information:

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

See Attached

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

Estimated start date: 4/18 Estimated completion date: _____

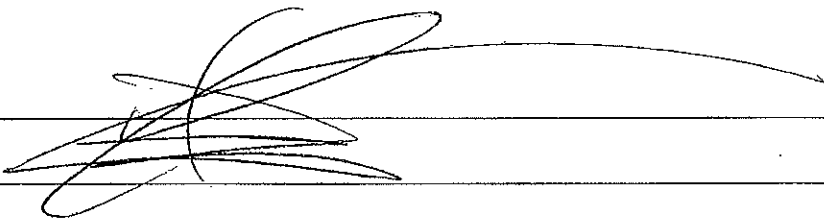
Project Budget:

Total Cost: \$22,500 + \$5,500 for Painting Contractor

Total Cost requesting from building program: _____

Source of other funding: _____

Applicant(s) signature(s):



Date: 4/21/23

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

Date received in Clerk's Office: _____

Received by: _____

Date of Next CC meeting: _____



Signature _____



Estimate

Date	Estimate #
3/19/2023	223

PO Box 240
Shiocton, WI 54170

Name / Address
Andrew Beiser 144 W Main St Winneconne, WI 54986

Description	Total
Estimate to include the following work - -Make repairs to both decks by installing treated 2x4 to the 4x4 to support the deck supports. Install lag bolts to 4x4 posts which attaches deck skirting. Install new lags from ledger board to building. -Electrical, Look into office outlets and figure out where the ground wire is not connected. Install GFI outlets outside, in bathrooms and kitchen. Screw AC disconnect to wall. -Repair/Replace rotten floor on first floor utility room. Remove siding and install drip flashing above door to help with water coming inside -Add footing under 2 new 4x4 in basement. -Make repairs to 2nd floor utility room, remove water heater, demo floor down to joists and install new subfloor, reinstall water heater. -Plan down bottom of interior door on second floor stairwell. -Remove Caulk on tub/surround and recaulk. -Replace insulation on suction line of AC unit. -Clean exhaust fans in bathrooms. -Install new R25 batt insulation between floor joists where it had been removed. -Pull burners on furnace and clean them, check/adjust gas pressure. -Caulk exterior penetrations. -Install 2 new 4x4 support posts and beam in crawl space., fasten to concrete. Build pressure treated wood stairway from deck down to ground. Deck will land on brick pavers to keep off the dirt.(Pavers included in cost.) Replace 20ft of seamless gutter with new downspout Work to be completed in the hallway and 3 offices. Demo ceiling tile, grid and paneling on walls and dispose of. Plaster existing drywall do a light skip on it to be ready for paint. Install new ceiling grid and 2x2 tiles.	2,900.00
	1,200.00
	400.00
	8,500.00
Total	

Phone #	E-mail	Please Note! Pricing is valid for 15 days from date of estimate. Pricing eligible to increase due to unforeseen circumstances. Sales tax is not included in pricing, and will be charged at the time of invoice if applicable. All jobs require 50% down before the start of the project. We look forward to working with you!
920-472-8114	bunncontractingllc@gmail.com	

Signature

Estimate

Date	Estimate #
3/19/2023	223

PO Box 240
Shiocton, WI 54170

Name / Address
Andrew Beiser 144 W Main St Winneconne, WI 54986

Description	Total
*We are planing to reuse Trim and HVAC vents/electric heaters. Additional costs may occur if more trim is needed. Sales Tax	0.00
Total	\$13,000.00

Phone #	E-mail	Please Note! Pricing is valid for 15 days from date of estimate. Pricing eligible to increase due to unforeseen circumstances. Sales tax is not included in pricing, and will be charged at the time of invoice if applicable. All jobs require 50% down before the start of the project. We look forward to working with you!
920-472-8114	bunncontractingllc@gmail.com	

Signature _____

SBS PLUMBING, LLC

4717 GRAY WOLF DRIVE
OSHKOSH, WI 54904

Estimate

Date	Estimate #
4/21/2023	6005

Name / Address
THE BEISER HOLDING COMPANY, LLC. ATTN: ANDY PO BOX 309 144 WEST MAIN ST WINNECONNE, WI 54986

Project

Description	Qty	Cost	Total
install new Toilet, wall hung sink and faucet at 189 Broad way, replace water heater with under sink tankless model, and add laundry facilities to new floor level.	1	2,200.00	2,200.00
Sales Tax		5.00%	0.00
Thank you for your business.		Total	\$2,200.00

Customer Signature _____



TID Building Improvement Program

Introduction:

The City of Berlin created a downtown TID (#15) in October of 2008. The purpose of creating a Blight Elimination Tax Increment Finance District was to promote redevelopment and investment from local property owners, both within and outside of the district. The creation of the TID allowed the City to provide needed infrastructure, as well as funding, to local stakeholders through incentives and grants, and to encourage property owners and business owners to proactively participate in revitalization.

The following guidelines have been created and adopted by the City of Berlin to help direct and evaluate requests for financial assistance through TID # 15 for building structural improvements.

Purpose:

- Promote Blight Elimination
- Promote Redevelopment of area
- Prevent Further Deterioration

Building Improvement Program:

Property owners in conjunction with businesses within the Downtown TID #15 District of the City of Berlin are eligible for up to \$15,000 in matching grant funds for improvements to the interior of their building. As a matching funds program, the City of Berlin TID Program will reimburse the property owner for up to 50% of the expense to a maximum grant amount of \$15,000 on a case-by-case basis. All grants will be rewarded to eligible applicants while funds are available. Applicants are eligible for only one grant award per property in a 24-month period, unless otherwise approved by the City of Berlin Common Council. For larger projects demonstrating a significant positive impact on the downtown, the Common Council may approve funding awards which exceed the stated program cap.

Eligible/Ineligible Applicants:

The Building Improvement Program is available to any property owner lying within TID #15 boundaries. The program is also available to business tenants of such buildings given the property owner's written consent. Properties zoned residential or are listed as tax-exempt are not eligible.

Program Guidelines:

No application will be reviewed or presented to the Common Council for consideration on behalf of an applicant if the property is delinquent with their City of Berlin Property Taxes or Berlin Utility Bills on any property located within the City.

All improvements must meet the requirements of the Zoning code identified in the City of Berlin Municipal Code. All proper Building permits must be obtained.

Each applicant should demonstrate sufficient need for financial assistance. The burden is on the requesting party to prove that the proposed project would not be feasible without TID funds assistance.

Eligible Activities:

Eligible activities include interior and exterior improvements including roof, HVAC, electrical, plumbing, insulation, structural and ADA related improvements. Projects which do not directly improve the longevity of the building, or equipment expenses are not eligible activities.

Process:

Applicants should submit the following documentation if interested in participating in the façade improvement program:

1. Complete Building Improvement Program Application
2. Complete Release of Information
3. Submit contractor estimates for proposed project

After application materials are received, City Staff will review applications. Complete applications will be presented to Common Council for approval.

Notification of approval/denial will be provided to the applicant by City Staff within ten (10) days following the Council meeting. Note that the project must be approved prior to any of the work taking place. Failure to have prior approval may result in a denial of the funding request for the qualifying project. All projects must be underway within 120 days of program funding approval.

Appropriate documentation, such as invoices, must be submitted to the City Clerk for the fund reimbursement upon completion of the project. All reimbursable expenses must be within 180 days of the program approval. If the projects are not completed in accordance with the requirements and time schedule identified, then the applicant must reappear to request approval for an extension.



TID Façade Improvement Program

Introduction:

The City of Berlin created a downtown TID (#15) in October of 2008. The purpose of creating a Blight Elimination Tax Increment Finance District was to promote redevelopment and investment from local property owners, both within and outside of the district. The creation of the TID allowed the City to provide needed infrastructure, as well as funding, to local stakeholders through incentives and grants, and to encourage property owners and business owners to proactively participate in revitalization.

The following guidelines have been created and adopted by the City of Berlin to help direct and evaluate requests for financial assistance through TID # 15 for façade improvements.

Purpose:

- Promote Blight Elimination
- Promote Redevelopment of area
- Prevent Further Deterioration

Façade Improvement Program:

Property owners in conjunction with businesses within the Downtown TID #15 District of the City of Berlin are eligible for up to \$5,000 in matching grant funds for improvements to the exterior of their building and improvements visible from the exterior of the building. As a matching funds program, the City of Berlin TID Program will reimburse the property owner for up to 50% of the expense to a maximum grant amount of \$5,000 on a case-by-case basis. All grants will be rewarded to eligible applicants while funds are available. Applicants are eligible for only one grant award per property in a 24-month period, unless otherwise approved by the City of Berlin Common Council. For larger projects demonstrating a significant positive impact on the downtown, the Common Council may approve funding awards which exceed the stated program cap.

Eligible/Ineligible Applicants:

The Façade Improvement Program is available to any property owner lying within TID #15 boundaries. The program is also available to business tenants of such buildings given the

property owner's written consent. Properties zoned as residential or are listed as tax-exempt are not eligible. Projects which are not visible from the public right of way are ineligible.

Program Guidelines:

No application will be reviewed or presented to the Common Council for consideration on behalf of an applicant if the property is delinquent with their City of Berlin Property Taxes or Berlin Utility Bills on any property located within the City.

All improvements, including signage, awning, lighting and structural work must meet the requirements of the Zoning code and design standards identified in the City of Berlin Municipal Code. All proper Building permits must be obtained.

Each applicant should demonstrate sufficient need for financial assistance. The burden is on the requesting party to prove that the proposed project would not be feasible without TID funds assistance.

Eligible Activities:

Eligible activities include design and construction costs directly related to visible façade improvements including signage, awnings, exterior lighting, painting, windows, doors, exterior walls, siding, chimneys, masonry repair, and other architectural elements.

Process:

Applicants should submit the following documentation if interested in participating in the façade improvement program:

1. Complete Façade Improvement Program Application
2. Complete Release of Information
3. Submit contractor estimates for proposed project

After application materials are received, City Staff will review applications. Complete applications will be presented to Common Council for approval.

Notification of approval/denial will be provided to the applicant by City Staff within ten (10) days following the Council meeting. Note that the project must be approved prior to any of the work taking place. Failure to have prior approval may result in a denial of the funding request for the qualifying project. All projects must be underway within 120 days of program funding approval.

Appropriate documentation, such as invoices, must be submitted to the City Clerk for the fund reimbursement upon completion of the project. All reimbursable expenses must be within 180 days of the program approval. If the projects are not completed in accordance with the requirements and time schedule identified, then the applicant must reappear to request approval for an extension.

Design Guidelines:

- Context: The façade is designed in a manner that is mindful of and complementary to the existing building and natural environment.
- Harmony: The façade uses materials, forms and colors that serve as unifying elements with the surrounding buildings and natural environment.
- Compatibility: The façade should be compatible with nearby building architectural scale, color, rhythm and proportions.
- Building Design: All buildings shall be designed with attention and sensitivity to the historical, architectural and physical context in which they are located.
- Colors: Color selections of exterior surfaces, materials and equipment should not detract from the surrounding area.
- Historic Preservation: Preservation of unique historic or architectural landmarks is encouraged.

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 3/15/23 ending: 6/30/2023
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: ☐ Town of } BERLIN
☐ Village of }
☒ City of }

County of GREEN LAKE Aldermanic Dist. No. _____
(if required by ordinance)

Check one: ☐ Individual ☒ Limited Liability Company
☐ Partnership ☐ Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number <u>456103127960804</u>	
FEIN Number <u>92-2821738</u>	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input checked="" type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$
TOTAL FEE	\$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
MASTRICOLA'S ON BROADWAY

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>MASTRICOLA</u>	(First) <u>BARRY</u>	(Middle Name) <u>ANTHONY</u>	Home Address (Street, City or Post Office, & Zip Code) <u>703 SANDY PINES CT. REAGANITE, WI. 54928</u>
Vice President / Member Last Name <u>MASTRICOLA</u>	(First) <u>KAREN</u>	(Middle Name) <u>L</u>	Home Address (Street, City or Post Office, & Zip Code) <u>703 SANDY PINES CT. REAGANITE, WI. 54928</u>
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name MASTRICOLA'S ON BROADWAY LLC Business Phone Number (920) 361-0203
2. Address of Premises 689 BROADWAY ST. BERLIN, WI. Post Office & Zip Code 54929

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

BAR RESTAURANT AND RECEPTION HALL, 1 Parking lot Back hall
TEAT EVENTS

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No

(b) If yes, under what name was license issued? CITY OF TRIPLE BELT CORPORATION

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? If yes, explain ☒ Yes ☐ No
HAVE TAKEN ALREADY FROM PREVIOUS BUSINESS AND HOLD CURRENT
BARTENDING LICENSE FOR ANOTHER MUNICIPALITY.
7. Is the applicant an employee or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
 If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? If yes, explain ☐ Yes ☒ No
9. (a) Corporate/limited liability company applicants only: Insert state WISCONSIN and date 3/10/23 ^{8am} 3/8/23 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? If yes, explain ☐ Yes ☒ No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? If yes, explain. ☐ Yes ☒ No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] ☒ Yes ☐ No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>MASTRICOLA, BARRY A.</u>	Title/Member <u>OWNER</u>	Date <u>3/14/23</u>
Signature <u>Barry A. Mastricola</u>	Phone Number <u>(920) 566-2877</u>	Email Address <u>bmastricola007@gmail.com</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>03/15/2023</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

Auxiliary Questionnaire Alcohol Beverage License Application

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
MASTRICOLA		BARRY		ANTHONY	
Home Address (street/route)		Post Office	City	State	Zip Code
703 SANDY PINES CT.		REGRANITE	REGRANITE	WI.	54970
Home Phone Number		Age	Date of Birth	Place of Birth	
(920) 566-2377		54	2/8/64	WISCONSIN	

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

☒ Applying for an alcohol beverage license as an **individual**.

☐ A member of a **partnership** which is making application for an alcohol beverage license.

☒ OWNER of MASTRICOLA ON BRADWAY LLC
(Officer / Director / Member / Manager / Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

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

1. How long have you continuously resided in Wisconsin prior to this date? LIFE (59 yrs) WAS IN SERVICE (86-90)
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)

3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? ☐ Yes ☒ No
If yes, describe status of charges pending.

4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? ☐ Yes ☒ No
If yes, identify.

(Name, Location and Type of License/Permit)

5. Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? ☐ Yes ☒ No
If yes, identify.

(Name of Wholesale Licensee or Permittee)


(Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	Employed From	To
SCHWABHART CONCRETE	BERLIN, WI.	5/02-6/02	8/02-10/02
KEY IMPACT	PEWAUKEE, WI.	6/02-7/02	7/02

Bm

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


(Signature of Named Individual)

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of BERLIN County of GREEN LAKE

The undersigned duly authorized officer/member/manager of MASTRICOLA'S ON BROADWAY LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as MASTRICOLA'S ON BROADWAY
(Trade Name)

located at 689 BROADWAY BERLIN, WI. 54923

appoints BARRY MASTRICOLA
(Name of Appointed Agent)

703 SANDY PINES CT. REAGANITE, WI. 54970
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☐ Yes ☒ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? ☐ Yes ☒ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 33 yrs.

Place of residence last year 703 SANDY PINES CT. REAGANITE, WI. 54970

No Corporation last year

For: _____
(Name of Corporation / Organization / Limited Liability Company)

By: _____
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, BARRY MASTRICOLA, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Barry Mastricola 3/17/23 Agent's age 59
(Signature of Agent) (Date)
703 SANDY PINES CT. REAGANITE, WI. 54970 Date of birth 2/2/64
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 03-17-23 by [Signature] Title POLICE CHIEF
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

INTOXICATING LIQUOR & BEER LICENSE APPLICATION FOR 2022-2023

Notice is hereby given that the following application for a license to deal in intoxicating liquor has been filed with the City Clerk of the City of Berlin for the year ending June 30, 2023. Mastricola's on Broadway LLC, 689 Broadway St., WI 54923, Barry Mastricola, Agent, Class "B" Beer license and "Class B" Liquor license.

Sara Rutkowski, City Clerk

Publish March 23, 2023

Permit Application Outdoor Activity Areas at Alcohol Beverage Licensed Establishments

Permit application requirements. All outdoor activity area permit applications shall include the following:

1. The name and address of the applicant, which must match the name and address stated on the applicant's corresponding alcohol beverage license.

Name: MASTRICOLA'S ON BROADWAY LLC d/b/a TRIPLE BELT
Address: 689 BROADWAY BERLIN, WI. 54923 CORPORATION

2. The address of the premises upon which the outdoor activity area is located, which must match the address of the premises stated on the applicant's corresponding alcohol beverage license.

Address: 689 BROADWAY BERLIN, WI. 54923

3. A description of the proposed outdoor activity area, which shall, at a minimum, include the following information:

- a. A description of all intended activities to occur in the outdoor activity area.

PAPA - SMOKING AREA
PARKING LOT
STEAK FRUPS
WEDDING OR EVENT WITH TENT POSSIBLE

- b. A description of all plans for live or recorded entertainment proposed to occur in the outdoor activity area.

STEAK FRUPS
WEDDINGS
LIVE MUSIC
PICNIC ACTIVITIES

- c. Proposed hours that the outdoor activity area will be open for use.

11 AM TIL MIDNIGHT

- d. A description of any sound amplification devices intended to be used in the outdoor activity area.

DS
LIVE BAND

- e. A description of all lighting intended to be used in the outdoor activity area.

GENERATOR LIGHTING

- f. A description of all efforts planned to be taken to mitigate the potential for unwanted light or sound to travel to neighboring properties. The common council may require the applicant to present technical drawings or plans of the sound and lighting system as part of the application.

LIMITING HOURS (MIDNIGHT SHUTDOWN)

VOLUME AT REASONABLE HOURS

- g. A description of all efforts planned to be taken to mitigate the possibility of unauthorized underage persons gaining access to the premises, including any special devices to be used (such as, fencing or security cameras) and any special policies to be implemented (such as utilizing extra security personnel).

EXTRA STAFF

RAPING OFF FOR PEDESTRIANS

SIGNS

SECURITY WHEN NECESSARY

- h. A description of all efforts planned to be taken to keep the outdoor activity area clean.

EXTRA STAFF AT EVENT

- i. The capacity of persons able to use the outdoor activity area.

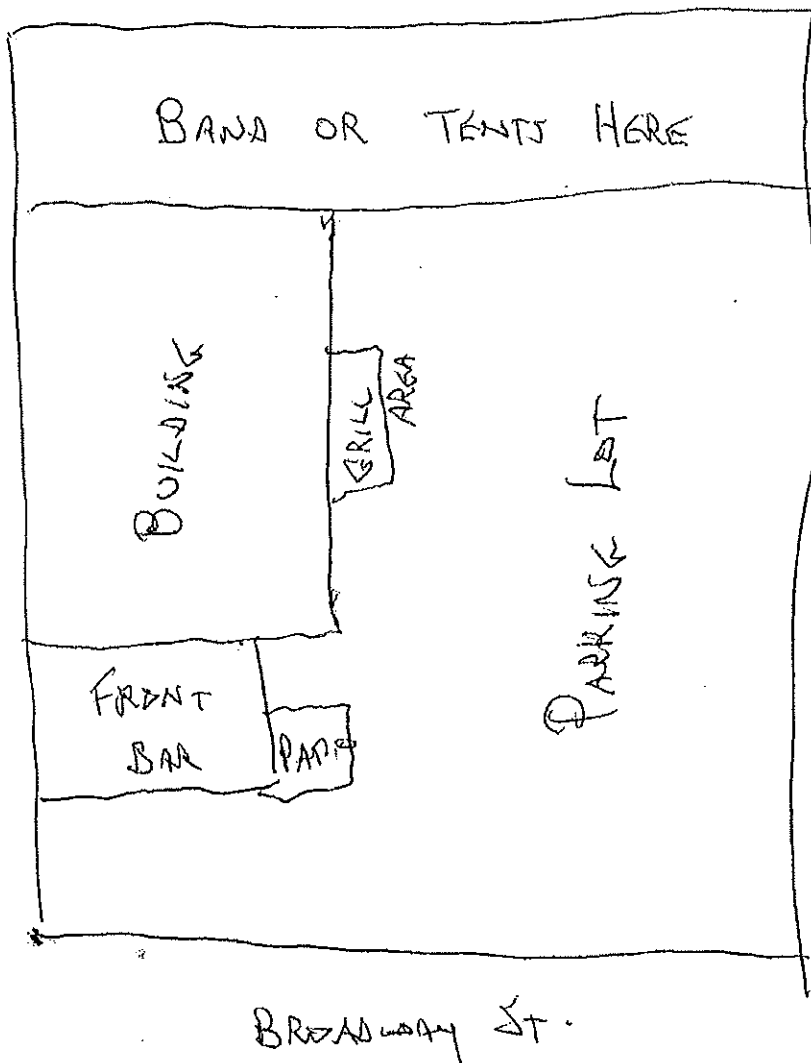
250-300 people

- j. Any planned increase or decrease in off street parking for the lot.

USE EXISTING PARKING LOT w/ PERHAPS

OVERFLOW PARKING ON MAIN.

4. A scale drawing shall accompany each application, showing all of the following:
- The proposed size of the outdoor activity area.
 - The proposed location on the lot and dimensional relationship to the principal structure and all other existing improvements.
 - All boundary lines of the subject lot, and the dimensional relationship of such boundaries to each lot line.
 - Proposed locations of prominent fixtures intended for the outdoor activity area, including but not limited to, bars or serving areas, restrooms, entrances and exits, music amplification devices, stages, dancing areas, eating areas, sporting activity areas, sporting activity apparatus, and gaming device areas.
5. A \$10.00 nonrefundable annual fee to cover the costs of processing and investigation of the application. The fee amount for each type of permit shall be according to the fee schedule on file in the clerk-treasurer's office, which may be changed from time to time by resolution of the common council. Code Section 6-47.



I, Lucinda Kujawa, acting as Agent on behalf of The Triple Belt Corporation, do hereby request to rescind the 2022-2023 Liquor License # 2022-12B issued to the The Triple Belt Corporation, dba, City Inn located at 689 Broadway, Berlin, WI effective May 9, 2023.

Signed:

Lucinda Kujawa Date: April 27, 2023

AN ORDINANCE AMENDING THE CODE WITH
COMPREHENSIVE PARKING REGULATIONS UPDATES

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

Sec 70-456 of the Code of Ordinances is hereby amended as follows:

Sec. 70-456. - Prohibited parking on certain streets.

- (a) *All night parking.* The term "all night parking" means parking between the hours of 2:30 a.m. and 5:30 a.m. on any given morning. When signs are erected within the city giving notice of an all night parking restriction, no person shall park or leave standing, during the applicable hours, any vehicle or trailer upon any of the following highways, streets, alleys, or parts thereof, except temporarily for the purpose of and while actually engaged in receiving or discharging passengers:

~~(16) — South Fox Alley from West Huron Street to West Ceresco Street.~~

- (b) *No parking except for authorized emergency vehicles.* No person shall park any vehicle or trailer within the city, except authorized emergency vehicles, in any of the following areas:

~~(4) — South Fox Alley from West Huron Street to West Franklin Street.~~

~~(5) — River Street between Spring Street and South Adams Street.~~

~~(6) — Eighty feet of that portion of South Adams Avenue lying north of and commencing at the intersection of River Street and South Adams Avenue.~~

~~(7) — Two hundred twenty-five feet of that portion of South Adams Avenue lying north of and commencing at the intersection of River Street and South Adams Avenue.~~

~~(8) — The south side of Union Street between South Pearl Street and South Wisconsin Street.~~

~~(17) — Broadway Street from Brooklyn Street to Washington Street.~~

- (21) ~~The south side of West Ceresco from South Wisconsin Street to the center of the Fox River Bridge.~~
- (22) ~~The north side of West Ceresco from South Fox Alley to the center of the Fox River Bridge.~~
- ...
- (c) *Fifteen-minute restricted parking zones.* The following areas shall be designated as 15-minute restricted parking zones:
- (1) ~~The east side of North Pearl Street north of the West Huron Street intersection in the designated area.~~
- ...
- (3) ~~The south side of West Huron Street east of the South Fox alley intersection in the designated area.~~
- ...
- (5) ~~The north side of Broadway east of North Brooklyn Street intersection in the designated area.~~
- (6) ~~The west side of South Pearl Street from a point 50 feet north of where the north curbline of West Franklin Street intersects the west curbline of South Pearl Street to a point 45 feet north of such intersection.~~
- ...
- (8) ~~The north side of West Franklin Street east of the South Pearl Street intersection and west of the South Wisconsin Street intersection in the designated area.~~
- (9) ~~The east side of North Pearl Street north of the West Park Avenue intersection in the designated area.~~
- (d) ~~*Thirty-minute restricted parking zones.* The following areas shall be designated as 30-minute restricted parking zones:~~
- (1) ~~The north 117 feet of the west side of South Capron Street between West Huron Street and West Franklin Street in the designated area.~~
- (e) *Two-hour restricted parking zones.* The following areas shall be designated as two-hour restricted parking zones:
- (1) ~~Broadway Street from the Fox River to Brooklyn Street, except where designated as 15-minute restricted parking zone under subsection 70-456(e).~~
- ...

- (3) North Capron Street from Water Street to North Park Avenue~~Market Square between and including the east boundary of North Capron Street and the west boundary of Water Street, and any and all streets included and contained therein, but excluding the north boundary of West Park Avenue.~~

- (7) South Capron Street from West Huron Street to West Franklin Street ~~in the designated areas.~~

- (10) West Huron Street from the Fox River to Wisconsin Street, ~~except where designated as 15-minute restricted parking zone under subsection 70-456(e).~~

- (12) Market Square between the west boundary of Capron Street and the west boundary of Water Street excluding the north boundary of West Park Avenue except for those parking stalls reserved for the exclusive use and parking by city hall employees in designated areas in accordance with posted restrictions.

Sec 70-457 of the Code of Ordinances is hereby amended as follows:

Sec. 70-457. - Certain hours regulated.

- (a) *School zones.* When signs are erected in a block within the city giving notice thereof, no person shall park a vehicle for longer than the following periods of time:
- (1) ~~East Park Avenue between Sumner Street and North Swetting Street on school days between 7:30 a.m. and 4:30 p.m.~~
 - (2) ~~The north side of West Moore Street between North Wisconsin Street and North Pearl Street on school days between 7:30 a.m. and 4:30 p.m.~~
 - (7) ~~The east side of North Swetting Street between East Huron Street and East Noyes Street on school days between 7:30 a.m. and 4:30 p.m.~~
 - (8) ~~The north side of East Huron Street between North Swetting Street and North Johnson Street on school days between 7:30 a.m. and 4:30 p.m.~~
 - (9) ~~The west side of North Johnson Street between East Huron Street and East Park Avenue on school days between 7:30 a.m. and 4:30 p.m.~~
 - (10) ~~The south side of East Park Avenue between North Johnson Street and Center Street on school days between 7:30 a.m. and 4:30 p.m.~~

(11) ~~The west side of North Swetting street from East Moore Street to a point 67 feet south from the intersection of East Moore Street and North Swetting Street on school days between 7:30 a.m. and 4:30 p.m.~~

(12) ~~The south side of East Moore Street from Sumner Street to a point 92 feet east from the intersection of Sumner Street and East Moore Street on school days between 7:30 a.m. and 4:30 p.m.~~

...

- (b) *Restricted time parking zones.* All areas designated as 15-minute, 30-minute and two-hour restricted parking zones in subsections 70-456(c) through (d)(e) shall be restricted parking zones only between the hours of 9:00 a.m. and 5:00 p.m. on Mondays, Tuesdays, Wednesdays, Thursdays, Fridays, and Saturdays, excluding Sundays and holidays, unless otherwise specified in such subsections. The superintendent of streets shall erect official regulatory signs which shall specify restricted time parking zones at locations authorized in accordance with this chapter.

...

Sec 70-458 of the Code of Ordinances is hereby amended as follows:

Sec. 70-458. - Winter parking.

- (a) *Seasonal parking restrictions.* ~~No person shall park any motor vehicle or trailer~~Alternating side parking is required upon any street in the city between 2:00 a.m. and 7:00 a.m. from November 30—March 30, except as provided in subsection (b) of this section. "Alternating side parking" shall mean parking on the even address-numbered sides of the streets (i.e., the north and east sides, as applicable) on even-numbered days of the month, and on odd address-numbered sides of the street (i.e., the south and west sides, as applicable) on odd-numbered days of the month. For clarification, the applicable day of the month shall be determined during the prohibited time-period of 2:00 a.m. to 7:00 a.m., notwithstanding when a vehicle was first parked in a location.

- (b) *Exceptions.*

(1) ~~A permit, with the parking location specified thereon, shall be issued by the clerk-treasurer, subject to confirmation by the superintendent of streets, upon application and after investigation by the person designated by the common council, to those persons who have no off-street parking available within a reasonable distance of their residence, allowing such persons to park in a designated area, which area shall be as near to the residence of the applicant as practicable. All such permits shall terminate on March 30 of each year, and the permit fee shall be as established in the fee schedule adopted by the common council on file in the city clerk-treasurer's office.~~

(2) Upon application to the police department, a temporary parking permit allowing parking contrary to subsection (a) of this section, valid for up to 7224 hours, may shall be issued to any person for just cause determined in the sole discretion of the police chief, or the police chief's designee, and shall be valid for a specified location only.

~~(3) Annual parking permits shall be subject to appeal, review or revocation by the common council, upon public hearing, after giving five days' notice to all interested parties.~~

...

Sec 70-459 of the Code of Ordinances is hereby amended as follows:

Sec. 70-459. - Municipal parking lots.

(a) When signs are erected giving notice thereof, no person shall park a vehicle or trailer in the following municipal parking lots for longer than the period specified in this section, except as provided in subsection (b) of this section:

...

(3) Water Street parking lot: ~~Twenty-four-hour restricted except for those parking stalls reserved for the exclusive use and parking by city hall employees in designated areas in accordance with posted restrictions.~~

...

(b) Upon application to the police department, a temporary parking permit allowing parking in a municipal parking lot outside of the time limitations set forth in subsection (a) of this section, valid for up to one week, may be issued to any person for just cause determined in the sole discretion of the police chief, or the police chief's designee, and shall be valid for a specified location only. Temporary parking permits issued pursuant to this subsection (b) shall be limited to three per year for the same person.

This ordinance shall take effect the day after publication.

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

Passed, approved and adopted this 9th day of May, 2023.

ROLL CALL VOTE:

CITY OF BERLIN

____ AYES
____ NAYS
____ ABSENT

BY:

Joel E. Brussel,
Mayor

APPROVED AS TO FORM:

ATTEST:

Sara L. Rutkowski,
City Administrator/City Clerk

Matthew G. Chier,
City Attorney



PROCLAMATION DECLARING KINDNESS DAY

WHEREAS, on behalf of the citizens of the City of Berlin, it is the pleasure of the City of Berlin's Common Council and Mayor to recognize the importance of treating each other with kindness; and

WHEREAS, The Berlin High School KIND Committee and Thrivent Financial are coordinating the 3rd Annual Community KINDNESS Day where they will be recognizing KIND members of the community and taking part in various kind activities throughout the city; and

WHEREAS, the many daily acts of kindness that occur in our community are largely inconspicuous and unobtrusive, and

WHEREAS, by recognizing these acts of kindness, all members of our community will be made aware of the importance of being kind to others throughout the year; and

WHEREAS, the purpose of KINDNESS Day is to remember the simple day-to-day acts of kindness that enable our community to be a kinder, safer, and more secure place to live, work, and play; and

WHEREAS, The City of Berlin's Common Council and Mayor will celebrate this day with this special proclamation in recognition of all of the kind acts performed on Tuesday, May 16th 2023;

NOW THEREFORE, BE IT RESOLVED, that the Common Council and Mayor of the City of Berlin, do hereby proclaim the sixteenth day of May of 2023 as Kindness Day and urge all citizens to recognize and participate in its observance.

Dated this 9th day of May, 2023

Joel Bruessel, Mayor

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

Name: Susan Jungenberg
Address: 143 Water St. #103 - Berlin, WI 54923
Phone: Day 920-327-1647 Evening 920-327-1647
E-mail address: N/A

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 checked="" type="checkbox"/> Committee On Aging
<input type="checkbox"/> Plan Commission	<input type="checkbox"/> Common Council Vacancy, Ward # <u> </u>
<input type="checkbox"/> Police & Fire Commission	<input type="checkbox"/> Community Development Authority
<input type="checkbox"/> Water & Sewer Commission	<input type="checkbox"/> Housing Task Force
<input type="checkbox"/> Zoning Board of Appeals	<input type="checkbox"/> Library Board
<input type="checkbox"/> Other <u> </u>	<input type="checkbox"/> Tourism Commission

Applicant Questions (attach additional sheets if necessary)

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

Meetings @ 9:30 am last Tuesday of the
month - NO ISSUES

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

As a recently retired member of
the community, I feel communication of the
Senior Center activities/benefits to the community that is

3. What knowledge, experience, or abilities do you have that would make you an effective board member:

Previous Retail Store Mgr. of Tractor Supply,
Office Depot & Target Stores. I understand the importance
of communication, teamwork, comprise leadership to
accomplish common goals & overcome obstacles.

4. Please provide any additional information for consideration: I understand senior
needs - I help my parents who live independently
in their home (age 98 & 92).

I have attended Aging Committee over the past year,
and have heard issues covered. I feel I would bring
a positive, problem solving skills to the aging citizens.

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

Name: DENISE KRENTZ

Address: 475 RIPON ROAD- BERLIN

Phone: Day 920-570-0439 Evening SAME

E-mail address: dkren331@yahoo.com

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"/> Committee On Aging
<input type="checkbox"/> Plan Commission	<input type="checkbox"/> Common Council Vacancy, Ward # <u> </u>
<input checked="" type="checkbox"/> Police & Fire Commission	<input type="checkbox"/> Community Development Authority
<input type="checkbox"/> Water & Sewer Commission	<input type="checkbox"/> Housing Task Force
<input type="checkbox"/> Zoning Board of Appeals	<input type="checkbox"/> Library Board
<input type="checkbox"/> Other <u> </u>	

Applicant Questions (attach additional sheets if necessary)

1. Do you have any issues with attending meetings at the specified times? (See Meeting Schedule)
Current meeting schedule works well 1st Wed of every month, 6:30P- the only months I may have an issue are March, April, and May due to work reasons. Generally, shouldn't be an issue but something to be aware of.

2. Please indicate why you are interested in serving on any of the above Board, Committee or Commission: My name is Denise Krentz and I was born and raised in Berlin. I have been working in the emergency services field almost my entire career. I bring a background in fire and finance that I feel would be relevant to this Commission. Our police and fire services are accountable to the members of our community, and if chosen to serve on the Police and Fire Commission, I will strive to make sure our citizens receive the services they expect and deserve given the fiscal restraints all budgets face.

3. What knowledge, experience, or abilities do you have that would make you an effective board member: I have worked for the WI Dept. of Natural Resources for over 14 years. My position is in wildland fire control administration, public lands finance/grants and audits within the Division of Forestry. I have been in partnership with local fire departments my entire career ensuring MOU's are updated and fire department suppression invoices are paid in a timely manner. Before my current position with WI-DNR I was a wildland fire fighter/ heavy equipment operator partnering with local FD's for fire suppression needs. Currently, I lead all public lands audits within 15 counties and I'm in charge of timber sale revenue spending within Northeast Wisconsin.

4. Please provide any additional information for consideration:

I have been considering becoming a part of this community for some time and happened to be notified of this opportunity through networks at the city. Please feel free to reach out to me with any questions you may have.

Thank you for your consideration,

Denise Krentz
920-570-0439 (cell)
dkren331@yahoo.com

To: Common Council
Date: 04-07-2023
From: Sara Rutkowski, City Administrator
RE: ARPA Funds Availability

Beginning Amount: \$563,640.00

What has been spent: \$315,470.11 (highest estimate)

- Playground total \$95,937
- Security Cameras \$65,485.00
- City Hall Roof \$79,742.82
- ½ Library Roof \$34,533 (total was \$69,066)
- Fire Station Generator \$17,575.45 + installation costs (not to exceed 25K)
- Mueller Communications \$9,772.29
- Senior Center Stairs \$5,000 (not to exceed \$5K)

Funds Remaining Estimate: \$248,170

Clerks Department Financial Software ARPA Funds Request

Background:

We are in need of a new financial software in the Clerk's office and would need to use ARPA funds to purchase it due to the high beginning cost. 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 Clerks have spent several months researching what software would be the best fit for our system based off of the accounts we use, funds we have, balancing we do, and day to day clerking needs. We all feel Caselle Software is an excellent fit. There are several municipalities around us that use it, including Redgranite. Caselle has converted many municipalities from our current software (Banyon) so the transition shouldn't be too difficult. They have a variety of training options and videos available to help and staff is available 24/7.

The expected cost for all the programs we would need (basic financial, utility billing, point of sale, fixed assets) is between 22 - 25K, depending on the final softwares we decide to go with.

We are asking for ARPA funds to purchase these software programs to not exceed \$25,000. The yearly fees that follow would be paid out of the Clerk's software budget lines.



General Ledger



General Ledger is an essential asset for all organizations that need an effective way to responsibly track and report all of their financial information

Feel confident in balancing your financials with this flexible, user friendly software. General Ledger allows you to seamlessly interface to various subsystems to record all your diverse financial transactions, making reporting and reconciling a breeze. Year-end reports are easier than ever, and you can retain prior year information to help analyze trends and generate budgets for the upcoming year. Powerful import and export options allow you the flexibility to utilize and distribute information outside of Caselle applications. Expand your reach and simplify your financial processes, from start to finish.

ONLINE

- View account lists and transaction details using a web browser
- Web based tool for submitting budgets
- View budget summary comparisons by fund or department
- Create watch lists to monitor account balances

EFFICIENT

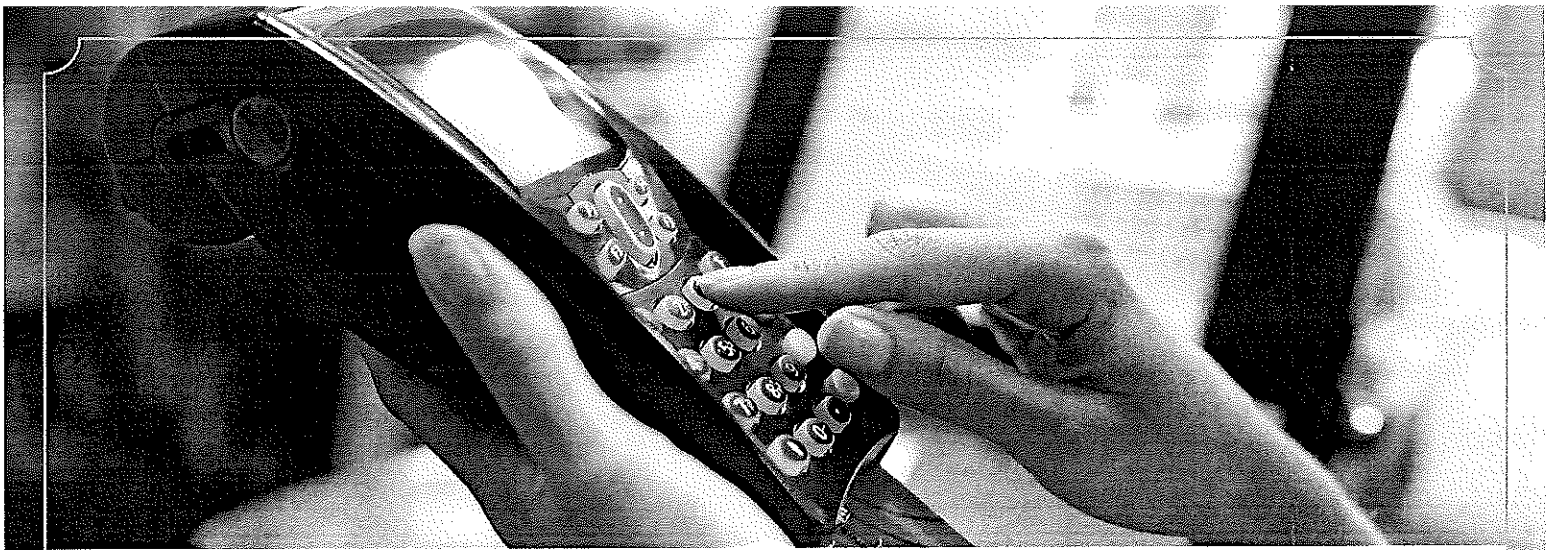
- Interfaced subsystems create journal entries
- Simplified bank reconciliation
- Account inquiry with the ability to drill into transaction details
- Track and report activity costs
- Complete budget tools for preparation and reporting
- Utilize grant reporting capabilities

FLEXIBLE

- Customizable financial statements
- Year-end closing routine with easy prior year access
- Broad import and export functionality

INTERFACES WITH

- | | | | |
|---------------------------|-------------------------|---------------------------|----------------------------|
| • Accounts Payable | • Accounts Receivable | • Asset Management | • Business License |
| • Business Tax Collection | • Cash Receipting | • Cemetery Management | • Check on Demand |
| • Community Development | • Court Management | • Materials Management | • Payroll |
| • Project Accounting | • Property Improvements | • Property Tax Collection | • Purchases & Requisitions |
| • Timekeeping | • Utility Management | | |



Cash Receipting



Caselle Cash Receipting is a time-saving must for any organization that needs to process customer payments.

Record all payments in one central location, print receipts and reports, and balance your deposit. Then push a button, sit back, and watch your payment information update to General Ledger and the other Caselle applications. Master Contacts make this process even more efficient by displaying customers' outstanding balances for all applications when you pull up their account to make payment for one application. A miscellaneous category also allows you to collect customer payments for convenience fees and other miscellaneous charges that do not apply to other Caselle applications, sending that information directly to General Ledger.

EFFICIENT

- Labor-saving entry corrections and voiding procedures
- Quick receipt entry setup and re-display options
- Optional module to print endorsement information on checks
- Customer information inquiry
- Auto-generated deposit slips

BENEFITS

- Online payment interface complete with email notifications and credit card interface
- Record all customer payments in one location
- Master Contacts allow quick access to customer balances from all Caselle applications in one payment entry screen

FLEXIBILITY

- Handle electronic cash drawers and check validation automatically
- Create deposit for multiple bank accounts
- Automated Internet and credit card payments
- Comprehensive balancing registers
- User-defined payment categories

INTERFACES WITH

- Accounts Receivable
- Business Tax Collection
- Court Management
- Property Tax Collection
- Animal License
- Cemetery Management
- General Ledger
- Utility Management

- Business License
- Community Development
- Property Improvements

ENHANCED WITH

- Online Payment/Credit Card Interface
- Integrated Remote Check Deposit



Accounts Payable



With the Caselle Accounts Payable application, issuing checks and managing vendor information is a snap for the accounts payable clerk or anyone else who needs an easy way to oversee invoicing and payments for their organization.

With this powerful software, you can track vendors, issue checks, and record invoices. Simplify your payment process by paying vendors through ACH transactions and creating invoices from purchases made with credit cards. Combine this application with Purchases & Requisitions and General Ledger to enable full encumbrance accounting.

BENEFITS

- Track invoices and checks for each vendor.
- Set budget warning for invoice entry to indicate when an account's budget has been exceeded.
- Manage both discounts taken and discounts lost.
- Lookup vendor and invoice information through Connect Online.

EFFICIENT

- Set default descriptions and GL account numbers for each vendor to speed the invoice entry process.
- Enter invoices with cost allocated by percentage or amount to multiple GL accounts.
- Generate 1099s effortlessly.

FLEXIBLE

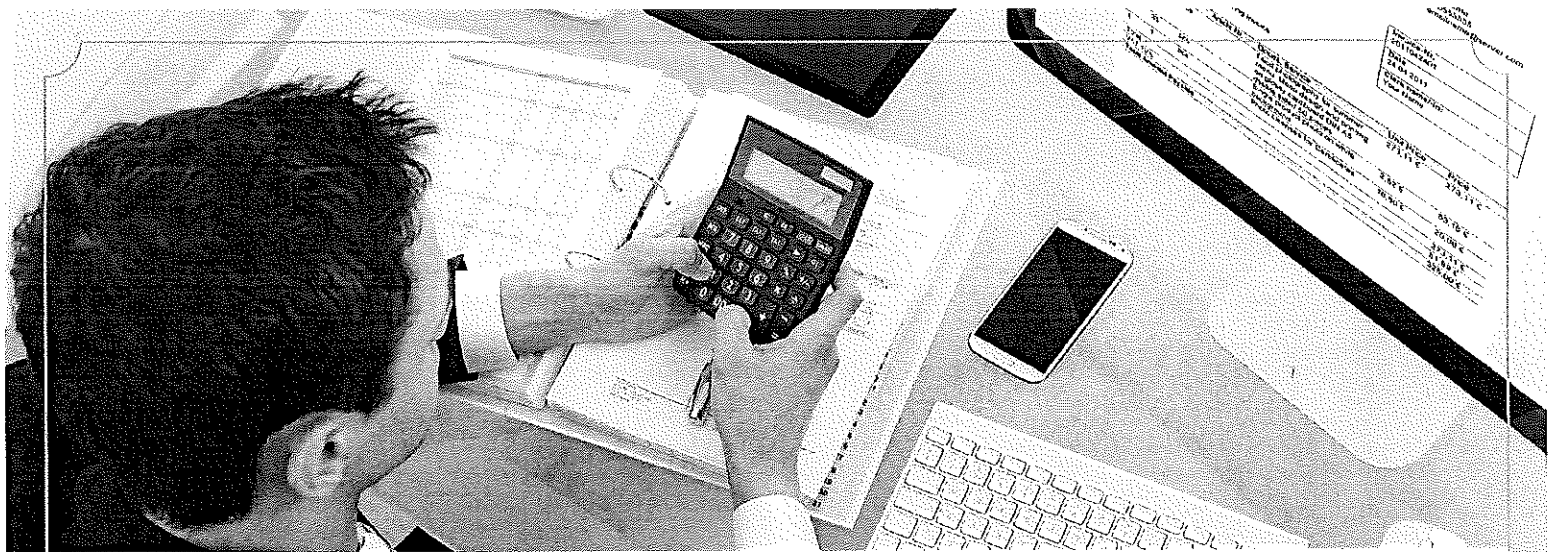
- Utilize cash, modified accrual, or full accrual accounting.
- Set multiple, user-defined approval limits for the invoice approval process.
- Create customized check and voucher forms with our built-in forms designer.
- Create user-defined fields.

INTERFACES WITH

- Asset Management
- Document Management
- General Ledger
- Materials Management
- Project Accounting

ENHANCED WITH

- ACH Direct Payment
- Purchases & Requisitions



Accounts Receivable



FINANCIAL

The Caselle Accounts Receivable application is the solution for all organizations that need to bill and track payments for miscellaneous service.

This software will allow you to track, maintain, and manage all of your accounts receivable billings. Use detailed invoices or combined statements to assist your collection and information tracking process. Easily record payments, calculate penalties/late fees, and print statements, invoices, and payment reminder notices to keep yourself and your customers on track. This flexible software gives you the option to enter invoices manually or set up recurring invoices, which simplifies the billing process.

BENEFITS

- Generate user-defined invoices, statements, letters, and delinquent notices.
- Automate penalty and sales tax calculation.
- Easily access customer information through our inquiry and reporting tools.
- Optional customer deposit tracking.

FLEXIBLE

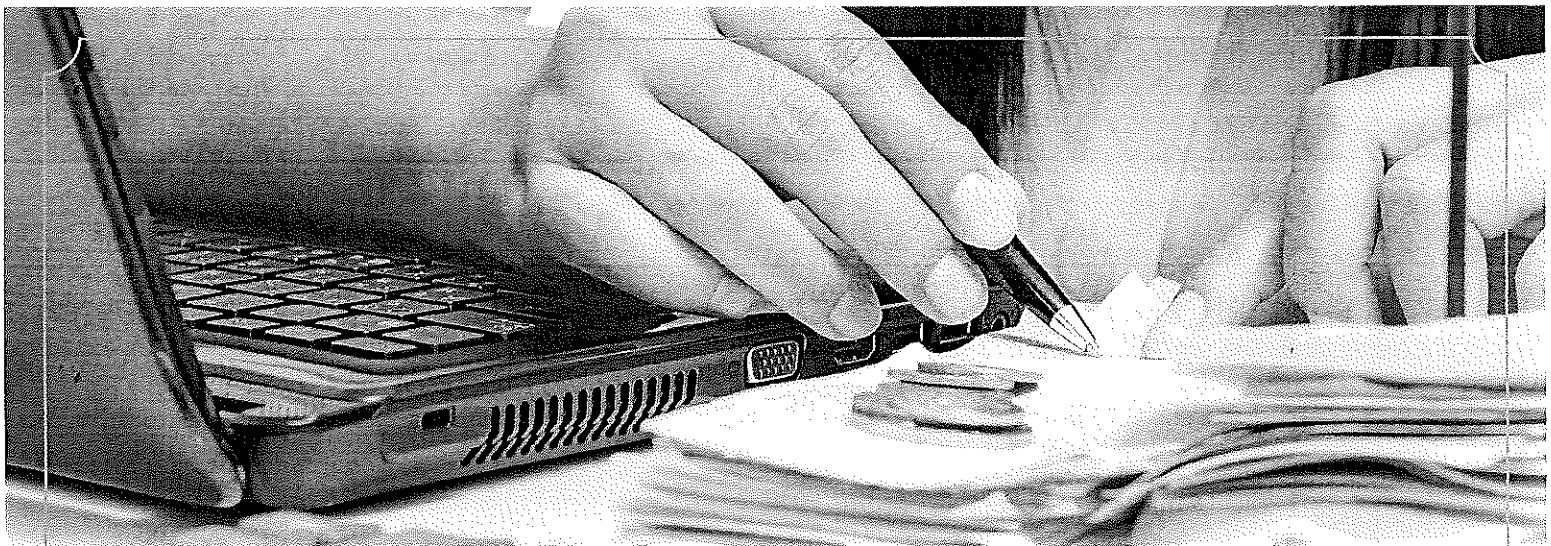
- Flexible billing rate calculations by quantity or flat amounts.
- User-defined fields.

EFFICIENT

- Interface to General Ledger to generate journal entries automatically.
- Set up recurring invoices to save time and eliminate repetitive entry.
- Utilize user-defined defaults for quick and accurate data entry.

INTERFACES WITH

- Cash Receipting
- Check on Demand
- Document Management
- General Ledger
- Materials Management
- Project Accounting



Payroll



Caselle Payroll is more than just processing employee checks - it's about automating your entire payroll process from start to finish. This application is perfect for any sized organization that does its own payroll.

The Payroll application provides end-to-end processing and reporting, allowing you to track employee checks, leave time and employer benefit expenses. Flexible reporting allows you to enter all necessary information in one central location and provides you with the means to easily grow and adapt your payroll processes as the needs of your organization change. Discover what stress-free processing really feels like.

BENEFITS

- Complies with federal, state, and local government reporting requirements
- Prints and exports state retirement reports
- Employee W-2 reporting
- Tracks employee pay, leave, and benefit amounts
- Payroll vendor payments
- Profile and view employee information through Connect

EFFICIENT

- Powerful reporting options
- Compute all employer benefits costs for each employee
- Print out of cycle, termination, and payout checks
- Report year-end information to the IRS with an optional electronic reporting module
- Issue vendor check's and invoices from one central location

FLEXIBLE

- Adjustable leave time accrual rates
- Supports before and after tax deductions
- Fringe benefit tracking
- User-defined paycheck and voucher formats
- User-defined fields

INTERFACES WITH

- Check on Demand
- General Ledger
- Project Accounting
- Document Management
- Human Resources
- Timekeeping

ENHANCED WITH

- Electronic Paystubs
- Human Resources
- Timekeeping
- Electronic W-2/1099
- Payroll Direct Deposit

DATE: 5/3/2023

TO: Mayor and City Council Members

FROM: Scott Zabel

RE: City Hall fire alarm panel

BACKGROUND: The current fire alarm panel is functioning as it should and just recently passed the annual fire alarm inspection. Parts for this unit are obsolete and are no longer supported by the manufacturer. Completing the first phase of this process is the biggest obstacle because it includes the survey, design and engineering involved in upgrading to a new panel. There is also the process of having the plans reviewed and approved by the state which takes some time. Once the first phase is completed that is all that needs to be done until it fails. At that point there are no surprises and minimal down time because all the engineering is completed and approved by the state. Once it fails we can move to phase 2 which is replacing the old with the new. Please keep in mind that the existing panel could last a year or it could last 5 years but when it does fail we will be prepared because the first phase is completed.

RECOMMENDATION: Approve the use of ARPA funds to complete the first phase of replacing the City Hall fire alarm panel.



201 Morris Court | P.O. Box 1316
Fond du Lac, WI 54936-1316
main 920.921.9020 | fax 920.921.8666
ahernfire.com

4/28/2023

Scott Zabel
City of Berlin
108 North Capron St
Berlin, WI 54923
Cell: 920.361.5425
Email: szabel@cityofberlin.wi.gov

**RE: City of Berlin
Berlin, WI
Fire Alarm System – Survey, Design and Engineering**

Dear Scott,

We are pleased to provide a phased proposal to supply a Fire Alarm System Upgrade at the above-referenced facility. Phase-1 includes the survey, design and engineering of a new code compliant building Fire Alarm System. This proposal is based on information obtained from the walk-through on April, 12th.

This proposal constitutes the contract between the parties until and unless it is replaced by a new document signed by both parties.

Thank you for this opportunity to assist with this project. If you have any questions or require further details, please do not hesitate to contact me at 920.204.2540 or jleroy@ahernfire.com.

Respectfully Submitted,

Ahern Fire Protection
A division of J. F. Ahern Co.

Jason A. LeRoy
Fire Alarm Construction Sales Representative

JAL/mjo
Via Email

J:\Estimating\681 - AFP Fire Systems Equipment\Jason LeRoy\City of Berlin\BOOKING INFO\3. Proposal Letters\City of Berlin Fire Alarm Design 4.28.23.docx

Last year, over 99% of client survey responders
reported they would work with us again.

Description of Building:

The existing building is currently protected with an addressable EST building fire alarm system that is no longer supported by the manufacturer. The occupancy classification for the protected building is Group (B) and is approximately 20,000 square feet.

Basis of Design:

A project such as this is best approached in a phased basis. This allows for a complete survey to be performed and detailed design and installation drawings to be developed. From these design drawings, we can then provide an accurate equipment proposal. These drawings will also allow for accurate electrical installation estimates to be prepared by electrical contractors. This phase must be completed so Ahern can survey and verify the facility layout is accurate in AutoCAD before the new fire alarm system can be designed/engineered.

The Fire Alarm System will be designed to meet the requirements of IBC, NFPA 72 for fire alarm systems as well as considerations of compliance with ADA notification requirements.

Equipment and Services to be provided:

Phase-1 (Survey, Design & Engineering)

- Pre-design site visit with owners rep
- Site survey to accurately reflect the building and existing fire sprinkler components
- Verify accurate building layout in AutoCAD
- Fire alarm system design and equipment submittals
- Voltage drop calculations
- Complete installation drawing package to be prepared for Phase-2 pricing
- State of Wisconsin plan review fees
- Walk-through with Electrical Contractors to prepare firm installation estimates

Notes and Clarifications:

1. Price is based on receiving AutoCAD files of the building layout.
2. Price is based on unrestricted access to all areas during the survey, installation, and testing.
3. J. F. Ahern cannot be responsible for any costs or fees assessed by local fire departments or municipalities resulting from unintended emergency calls.
4. No allowance has been made for any inspection items in excess of those detailed above which may be requested by any particular insurance agency/underwriter or Authority Having Jurisdiction.
5. Pricing is based on all work being performed during normal working hours of 7:00 am to 4:00 pm, Monday through Friday excluding Holidays.
6. The attached General Terms and Conditions shall be made part of this proposal.

Notes and Clarifications (Cont.):

7. Equipment delivery for Phase 2 is approximately 12-16 weeks after receipt of local & AHJ approvals.
8. **Standard Agreement** – This proposal constitutes the contract between the parties until and unless it is replaced by a new document signed by the parties.
9. This proposal is valid for 10 calendar days from the date of the proposal due to the current market volatility in the cost of the material and equipment. If the customer issues a contract based on this proposal more than 10 calendar days after the date of the proposal, the customer agrees that J. F. Ahern Co. will be allowed to revise the price for this work to reflect the current market costs of material and equipment. J. F. Ahern Co. will provide reasonable documentation to substantiate any increased costs.

Exclusions:

1. Phase-1 price does not include the fire alarm system components or installation. Phase-2 (Installation) pricing will be provided after AHJ approvals are received. Price is for fire alarm system upgrade design only.

Price:

Our price for the System Survey, Design and Engineering (**Phase-1**) is:

Nine Thousand, Nine Hundred Forty-Eight Dollars \$9,948.00

Material Price Increases: The price and schedule set forth in this proposal for the Scope of Work of Ahern ("Contract Price and Schedule") has been calculated and determined without any contingency for material price escalation impacts. Accordingly, while Ahern shall diligently work toward mitigating any effects of material price increases on its ability to perform its obligations under this proposal, this proposal is submitted under the assumption that any material price escalation impacts upon the Contract Price and Schedule will entitle Ahern to a commensurate equitable adjustment to the Contract Price and Schedule to account for any such increased costs or delays resulting therefrom. Such impacts shall include, but not be limited to, costs and delays caused by events beyond Ahern's control that arise from or are connected with government-imposed measures, government prohibitions, quarantines, national, regional or local emergency declarations, labor stoppages, slowdowns or shortages, or other industrial disturbances, shortages of goods, unreliable supplier lead times, lack of adequate power or transportation facilities, and other like events. This provision includes the following terms regarding impacts on materials unit costs used by Ahern in establishing the current Contract Price. The Contract Price shall be adjusted for escalation of the cost of such materials to be purchased by Ahern based on this adjustment will only apply to price changes in excess of five percent (5%).

Due to the volatility of prices from suppliers, this proposal is valid for ten (10) days from date of issue listed on the cover page of the proposal. If you accept this proposal after this time period Ahern will adjust the proposal to ensure that it contains the most recent pricing due to significant market fluctuations. The proposal will not be valid until such adjustment is agreed upon by the parties. In no event shall any proposal be valid for more than thirty (30) days from the date of issue listed on the cover page of the proposal unless explicitly consented to by Ahern in writing.

Ahern employs over 148 NICET
certified professionals.

City of Berlin
4/28/2023
Page 4 of 5

Payment Terms:

Progress payment applications will be presented for equipment received at Ahern's facility and monthly for work completed to date with payment expected 30 days from date of application.

Final payment is due 30 days after presentation of project close-out documents.

Thank you for this opportunity to quote. If you have any questions or require further details, please do not hesitate to contact me.

***ACCEPTED:** _____ **DATE:** _____

**Signed acknowledgement of this proposal confirms acceptance to all above specifications, as well as the enclosed "General Terms and Conditions" requirements.*

General Terms and Conditions

ENTIRE CONTRACT The parties intend these general terms and conditions together with any scope of work, proposal or quotation attached hereto (collectively the "Contract") to be the final, complete, and exclusive expression of their Contract and the terms and conditions thereof. No changes or additions hereto shall be binding upon Seller unless in writing and signed by an officer of Seller. Any terms or conditions of Purchaser's order different, inconsistent herewith or in addition hereto shall be of no force and effect and are hereby expressly rejected and, Purchaser's order shall be governed only by the Contract. A definite and reasonable expression of acceptance or a written confirmation which is sent to Seller within the time specified in the Purchaser's order operates as an acceptance of the terms specified herein. Every agreement or other undertaking by Seller is expressly conditioned on Purchaser's assent to the terms contained herein. Seller assumes no liability except as expressly provided herein. Additional proposals or scope of work provided by Seller to Purchaser shall be covered by this Contract unless and until Seller and Purchaser execute a new contract in writing expressly superseding this Contract. This Contract and its referenced documents represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations, agreements, or contracts, either written or oral and may not be modified by course of dealing, course of performance or usage of trade, but only modified in writing signed by an authorized representative of each party. This Contract shall extend to and be binding upon the parties and their respective successors and permitted assigns.

PROPOSALS AND CONTRACT Seller's proposal or quotation are not subject to cancellation, suspension, or reduction in amount except with Seller's written consent and upon terms which reimburse Seller for work performed, plus reasonable overhead and profit.

PRICES In addition to the prices specified herein, Purchaser shall pay for all extra work requested by Purchaser or made necessary because of incompleteness of or inaccuracy in plans or other information submitted by Purchaser with respect to location, type or occupancy, or other details of work to be performed hereunder. If the work to be furnished hereunder constitutes an addition to Purchaser's existing facilities, prices and delivery and completion dates quoted herein are based on information, if any with respect to layout of such facilities now contained in Seller's engineering records. In the event the layout of Purchaser's facilities has been altered or is altered by Purchaser prior to completion of this Contract, Purchaser shall advise Seller of any such alterations and prices and delivery and completion dates quoted herein shall be modified by Seller as may be required because of such alterations. Unless prices are stated by Seller in this or other documents forming a part of this Contract, the prices applicable to the extra work performed shall be Seller's prices in effect at that time.

PAYMENT All payments shall be due and payable within thirty (30) days from date of payment application or invoice. A service charge will be charged and added to all payments past due and owed by the Purchaser under this Contract, and at a rate of 18% per annum or if such rate is prohibited under applicable law, then at such lower rate as is the maximum rate permitted to be contracted for under such applicable law. Purchaser shall pay any reasonable attorney's fees incurred in the collection of past due accounts. If the Purchaser fails to pay all or any portion of the amount due, the Seller may, at its option, terminate the Contract, in which event Seller will be obligated to perform no additional work until paid in full.

DELAYS Seller shall not be liable for any damage or penalty for delays in work due to acts of God, acts or omissions of the Purchaser, acts of civil or military authorities, government regulations or priorities, quarantines, pandemics, fires, floods, pandemics, epidemics, quarantine restrictions, wars, riots, strikes, differences with workmen, accidents to machinery, inability to obtain necessary labor, materials or manufacturing facilities, delay in transportation, defaults of Seller's subcontractors, failure or delay in furnishing correct or complete information by Purchaser with respect to location or other details of work to be performed hereunder, impossibility, or impracticability of performance or any other cause or causes beyond the control of Seller, whether or not similar to the foregoing in the event of any delay caused as aforesaid, the completion shall be extended for a period equal to any such delay and this Contract shall not be void or voidable as a result of any such delay. In case work is temporarily discontinued by reason of any of the foregoing all unpaid installments of the Contract price less an amount equal to the value of material and labor not furnished shall be due and payable upon receipt of invoice.

EXCAVATION When the Seller does the excavating, if water, quick-sand, rock, or other unforeseen obstructions are encountered or shoring is required, Purchaser shall pay for as extra to the Contract price any additional work involved at Seller's prices for such work then in effect.

SITE FACILITIES Purchaser shall furnish all necessary facilities for performance of its work by Seller, adequate space for storage and handling of material, light, water, heat, local telephone, watchman and crane and elevator service, if available, and necessary permits. Where wet pipe system is installed, Purchaser shall supply and maintain sufficient heat to prevent freezing of the system.

STRUCTURE AND SITE CONDITIONS While employees of Seller will exercise reasonable care, Seller shall be under no responsibility for loss or damage due to its character, condition or use of foundations, walls or other structures not erected by it or resulting from excavation in proximity thereto, nor for damage resulting from concealed piping, wiring, fixtures or other equipment or condition of water pressure. All shoring or protection of foundations, walls, or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of the Purchaser unless otherwise specified. Purchaser warrants the sufficiency of the structure to support the sprinkler system and its related equipment (including tanks). The Purchaser shall have all things in readiness for installation, including, but not limited to, materials lay-down areas or suitable working base, and facilities for erection at the time the materials are delivered. In the event the Purchaser shall fail to have all things in readiness for erection at the time of receipt of the materials at the place of erection, the Purchaser shall reimburse Seller for any and all expenses caused by such failure. Failure to make areas available to Seller during performance in accord with schedules which are the basis of Seller's proposal shall be considered a failure to have all things in readiness for erection in accord with the terms of this Contract.

CODE COMPLIANCE Seller does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Purchaser acknowledges that the Authority Having Jurisdiction may establish additional requirements for compliance with local codes.

REPORTS When inspection and/or test services are selected such inspection and/or test services shall be completed on Seller's then current inspection form which shall be provided to Purchaser, and, where applicable, Seller may submit a copy thereof to the local Authority Having Jurisdiction. The inspection form and recommendations by Seller are only advisory in nature and are intended to assist Purchaser in reducing the risk of loss to property by indicating obvious defects or impairments noted on the system and equipment inspected and/or tested. Final responsibility for the condition and operation of the system, equipment and components lies with Purchaser. The Purchaser shall promptly notify Seller of any malfunction in the system which comes to Purchaser's attention. If upon inspection Seller determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Seller shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT, ANY INSPECTION (AND IF SPECIFIED TESTING) PROVIDED UNDER THIS CONTRACT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY SELLER TO PURCHASER. SELLER SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE SELLER IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS CONTRACT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS.

ALARM MONITORING SERVICES Any reference to alarm monitoring services in this Contract is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Seller's standard alarm monitoring services agreement which will be provided under separate agreement upon purchase.

EXCLUSIVE LIMITED WARRANTY Seller warrants that any new equipment provided by Seller under this Contract will be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or, if installed by Seller, for one (1) year from installation. This warranty does not extend to normal wear and tear, any equipment that others have repaired, abused, altered, misused or that has not been properly and reasonably maintained. All parts as recorded on the face of the work order or invoice are warranted for a period of thirty (30) days, or longer, if the manufacturer's specific warranty provides additional time. If a part installed by Seller fails within thirty (30) days of installation, Seller shall furnish a replacement part free of charge. Parts furnished with a manufacturer's specific warranty shall be furnished in accordance with the specific warranty. Seller will charge for labor to repair or replace parts unless the labor is necessary to correct a repair previously made by Seller within thirty (30) days of the date of the original repair. Refrigerant leak repairs are warranted for a period of thirty (30) days. If within thirty (30) days of the original repair a leak redevelops, Seller shall furnish at no cost to Purchaser the necessary refrigerant and labor for the repair. Any other loss of refrigerant will be billed at Seller's normal selling price. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AS TO ANY SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT WHICH ARE FURNISHED BY SELLER. No promise not contained herein, or affirmation of fact made by an employee, agent or representative of Seller shall constitute a warranty by Seller or give rise to any liability or obligation. Any repairs, adjustments or connections performed by Purchaser, or any third party shall void all warranties.

Seller's liability to Purchaser for personal injury, death or property damage to the extent arising from performance under these terms and conditions shall be limited to an amount not to exceed one (1) year's Contract price. Purchaser shall indemnify, defend, and hold Seller harmless from any and all third-party claims for personal injury, death, or property damage, arising from Purchaser's failure to maintain systems and equipment or keep them in operative condition, whether based upon contract, warranty, tort, strict liability or otherwise. In no event shall Seller be liable for any special, indirect, incidental, consequential, liquidated, penal, or any economic loss damages of any kind, including but not limited to loss of use of the Purchaser's property, lost profit or lost production, whether claimed by the Purchaser or by any third party, irrespective of whether claims or actions for such damages are based upon contract, warranty, negligence, tort, strict liability or otherwise. The foregoing limitation of warranty and liability shall supersede any and all other warranty and liability terms previously given or hereafter given unless amendment is made by an officer of Seller in writing.

MODIFICATIONS AND SUBSTITUTIONS Seller reserves the right to modify material of Seller's design sold hereunder and/or the drawings and specifications relating thereto, or to substitute material of later design to fulfill this Contract provided that the modifications or substitutions will not materially affect the performance of the material or lessen in any way the utility of the material to the Purchaser.

SEVERABILITY If any provision of this Contract is held by any court or other competent authority to be void or unenforceable in whole or in part, this Contract will continue to be valid as to the other remaining and unaffected provisions.

WAIVER Seller's waiver or acceptance of any breach by Purchaser, or Seller's failure to insist, in any one or more instances, upon the strict performance of any provision of the Contract, or to exercise any right herein, shall not be construed as a waiver or relinquishment by Seller of such provision or right in any other instance.

ASSIGNMENT Any assignment of this Contract by Purchaser without the written consent of Seller shall be null and void. Seller may assign to its subsidiaries and affiliates at any time.

CHANGES, ALTERATIONS, ADDITIONS Changes, alterations and additions to the plans, specifications, or construction schedule for this Contract shall be invalid unless approved in writing by Seller. For any such changes approved by Seller in this manner, which will increase or decrease the cost and expense of work to Seller, there shall be a corresponding increase or decrease in the Contract price herein provided. The value of additional work shall be agreed upon prior to the performance of said work. However, if no agreement is reached prior to the performance of additional work approved in the manner herein described, and Seller elects to continue performance so as to avoid delays, then the estimate of Seller's Estimating Department as to the value of the work shall be deemed accepted by the Purchaser.

LEGAL NOTICE For the purpose of any notice permitted or required to be given hereunder, such notice or notices shall be deemed given when received.

INSURANCE Purchaser shall name Seller as an additional insured on Purchaser's general liability and auto liability policies, which shall be provided on a primary, non-contributory basis. Purchaser shall carry property and casualty coverage and/or builders risk coverage with sufficient limits to cover any potential loss or damage. A waiver of subrogation is required for all policies required herein. Purchaser agrees that with respect to any losses covered by this Contract Purchaser hereby waives and releases Purchaser, its officers, directors, employees, and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Purchaser agrees that its insurers shall have no right of subrogation against Seller and its insurers on account of this release.

TERMS AND CONDITIONS/TECHNICAL SPECIFICATIONS Terms and conditions specified herein shall be in addition to those set out in Seller's technical specifications and any inconsistencies shall be resolved by Seller's authorized representative.

CLAIMS AND CHOICE OF LAW The parties agree that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claims arise, whichever is shorter, whether known or unknown when the claims arise or whether based on tort, contract, or any other legal theory. The laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Contract. The parties agree that the venue for any litigation shall be Bond du Lac County, Wisconsin.

OVERTIME Unless otherwise specified by Seller, all installation work will be performed during regular working hours. If Purchaser shall require any overtime labor, Purchaser agrees to reimburse Seller for the overtime premium of the same. If overtime labor is required on an emergency basis, Purchaser agrees to reimburse Seller for same.

INCIDENTAL LOSSES All loss or damage from any cause to the materials, tools, equipment, work or workmen of the Seller or its agents or subcontractors while in or about the premises of the Purchaser shall be borne and paid for by the Purchaser, except in the event that such loss or damage results from the sole negligence of Seller.

INDEMNIFICATION To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless Seller and its agents and employees from and against any and all actual or alleged claims, fines, penalties, liens, causes of action, suits, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, attorneys' fees, that arise from, relate to, or otherwise are connected with, in whole or in part, the acts or omissions of Seller, its suppliers, subcontractors, and their respective employees, agents or representatives whether or not such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Seller reserves the right to select counsel to represent it in any such action.

DEFAULT In case of any default by Purchaser, Seller may declare the Contract price or all unpaid installments thereof to be immediately due and payable (whether or not said work shall have been completed) or may enter Purchaser's premises and remove all or any portion of materials provided by Seller. All such remedies of Seller are cumulative and not exclusive. Seller shall also have the right to terminate the Contract due to Purchaser's default, effective at the time notice of termination is received by Purchaser. Default by Purchaser shall consist of failure to pay any installment of price when due, no

demand being necessary, or any act or omission on the part of Purchaser whereby Seller is prevented from completing said services, or receivership, bankruptcy, assignment for the benefit of creditors or any other form of insolvency proceedings by or against Purchaser or in case said premises or said system shall be attached, lien or seized by process of law and such attachment or lien shall not be vacated or seizure terminated with ten (10) days after its occurrence.

SPECIAL CONDITIONS In the event new equipment is carried into existing equipment, the Seller will only test in high pressure the new work involved and any high-pressure test required on the old work will be an extra to the Contract price. Purchaser assumes full responsibility for the condition of existing equipment and for water or other damage resulting directly or indirectly from such condition or other application of test or flushing pressures. In the event existing equipment is being repaired, Seller does not assume any responsibility for testing old and new piping, and any testing will be an extra cost to the Contract price, which will include costs of labor and materials required to make the system tight at high pressure. Purchaser assumes full responsibility for the condition of existing equipment, and for water or other damage resulting directly or indirectly from such condition or the application of test or flushing pressures. In the event a sprinkler system is converted from a wet system to a dry system, the Seller is not responsible for the costs to repair the existing wet pipe system to make it tight at the required air pressure. Nor is the Seller responsible for the cost of material necessary to re-arrange the lines to insure proper drainage thereof. Any labor or material necessary to make the system tight under air pressure or to change the drainage on lines will be an extra cost to the Contract price. Seller acknowledges that Seller is responsible for ensuring that water based sprinkler piping is adequately heated to prevent freezing and that all dump drains are required to be maintained and drained by Purchaser.

HAZARDOUS CONDITIONS Purchaser represents to the best of Purchaser's knowledge that no hazardous conditions such as risk of infectious disease, MIC, need for air monitoring, respiratory protection, or other medical risk, asbestos, asbestos containing material or other potentially toxic or otherwise hazardous material are contained in or on the surface of the floors, walls, ceiling, insulation or other structural components of the area of any building where work is required to be performed under this Contract. If hazardous conditions are encountered by Seller during the course of Seller's work, Seller shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Purchaser as certified in writing by an independent testing agency, and Purchaser shall pay disruption and re-mobilization expenses as determined by the Seller. All hazardous materials shall at all times remain the responsibility and property of Purchaser. Seller shall not be responsible for the testing, removal, or disposal of such hazardous materials.

WASTE MANAGEMENT If the work calls for the disposal of wastes (hazardous, non-hazardous, or solid under applicable laws and regulations), it shall be performed in conformity with all applicable laws and regulations. Purchaser shall execute all manifests for the transportation, storage and disposal of any wastes removed from the project site. If directed by Purchaser, Seller may sign such manifests solely on behalf of and for the Purchaser, and Seller assumes no liability therefore and Purchaser releases and waives any claim against Seller and shall indemnify, defend, and hold harmless Seller from any claims or liability arising from or related thereto, in accordance with this paragraph. At no time will Seller take title to any solid and/or hazardous wastes located on or removed from the project site. Any such wastes shall be transported and disposed of as directed by Purchaser and in conformity with all applicable laws and regulations. Nothing in this Contract shall be construed or interpreted as requiring Seller to assume the status of, and Purchaser acknowledges that Seller does not act in the capacity nor assume responsibilities of, Purchaser or others as a "generator," "operator," "transporter" or "arranger" in the treatment, storage, disposal or transportation of any hazardous substance or waste as those terms are understood within the meaning of RCRA, CERCLA, or any other similar federal, state or local law, regulation or ordinance. Purchaser acknowledges further that Seller has played no part in and assumes no responsibility for generation or creation of any waste that may be the subject matter of this Contract. Purchaser shall defend, indemnify and hold harmless Seller from and against any and all demands, claims, liabilities (including strict liabilities), losses, costs, expenses (including attorneys' fees), fines, penalties, forfeitures, liens, and damages on account of Seller having contracted with Purchaser or that result from Seller having arranged for the disposal or transportation of wastes that were generated on or removed from the project site.

OSHA COMPLIANCE Purchaser shall indemnify, defend, and hold Seller harmless from and against any and all claims, demands, and damages arising in whole or in part from the enforcement of OSHA (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller.

LIEN LAWS (WISCONSIN ONLY) AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, CLAIMANT HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES PERFORMING, FURNISHING OR PROCURING LABOR, SERVICES, MATERIAL, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE CLAIMANT, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS OR SPECIFICATIONS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO PERFORM, FURNISH, OR PROCURE LABOR, SERVICES, MATERIALS, PLANS, OR SPECIFICATIONS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CLAIMANT AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

LAST UPDATE: 09/2022

DATE: May 5, 2023
TO: Common Council
FROM: Sara Rutkowski, City Administrator

RE: Preliminary Resolution Declaring Intent to Levy Special Assessments for 2023 Lafayette Street and Utility Project

BACKGROUND: There will be special assessments to property owners along the 2023 Street and Utility project site area, mostly for sewer laterals. Residents are invited to a public informational meeting to be held on Thursday, May 25th to review the plans and discuss potential assessments. I have attached a copy of the memo that went out to affected residents along with a list of the properties to be assessed.

The next step is for Council to approve a preliminary resolution declaring the intent to special assess these property owners and to schedule a public hearing. Once the Preliminary Resolution is passed and a date scheduled for the public hearing (most likely for June 13th 2023), staff will send the required information on the project to the property owners and invite them to the public hearing. After the public hearing, if appropriate, the Council will approve a Final Resolution authorizing to move forward and to special assess the affected property owners.

RECOMMENDATION: Approve Preliminary Resolution #23-05 Declaring the Intent to Levy Special Assessment Under Municipal Police Power Pursuant to §66.0703, Stats. Upon the Following Designated Areas: Lafayette Street (N. Washington-N. Kossuth) and schedule a public hearing for the June 13th 2023 Common Council Meeting.

RESOLUTION #23-05

PRELIMINARY RESOLUTION DECLARING INTENT TO LEVY SPECIAL ASSESSMENTS UNDER MUNICIPAL POLICE POWER PURSUANT TO §66.0703, STATS. UPON THE FOLLOWING DESIGNATED AREAS:

2023 Street & Utility Improvements Lafayette Street (N. Washington – N. Kossuth St.)

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

1. The Common Council hereby declares its intention to exercise its police power under §66.0703, Stats., to levy special assessments upon property in the assessment district hereinafter described for benefits conferred upon such property by reason of the following public work and improvements:

Installation of sewer laterals on the following streets as shown on the accompanying maps:

Lafayette Street (N. Washington St. - N. Kossuth St.)

Install, repair, and replace sidewalks as necessary on the following streets, the specific extent of such improvements to be determined and included in the City Engineer's report referenced in paragraph 5 below:

Lafayette Street (N. Washington St. - N. Kossuth St.)

2. The property to be assessed lies within the following described assessment district:

Lafayette Street (N. Washington St. - N. Kossuth St.) *

ASSESSMENT DISTRICT

3. Before the water & sewer main replacements are made, the Utility Superintendent shall cause water & sewer service laterals to be laid in the street from the water & sewer mains to the lot line of each lot fronting on the street and shall cause the amount charged to each lot for the sewer lateral only shall be entered on the tax roll as a special tax against each lot. The amount charged for said lateral shall be based upon the Housing Task Force Standardized Special Assessment Schedule for the replacement of sewer lateral, as approved by the Common Council, based upon 2023 rates, as long as the lateral is for standard service, but shall in no case exceed 100% of the total cost of the improvements. If larger service is required, the actual cost for the installation of the lateral for said lot shall be accounted for and charged to said lot and entered on the tax roll as a special tax on said lot.

In regard to the sidewalk installation, repairs, and replacements, the Street Superintendent shall keep an accurate account of the expenses incurred in front of each lot and shall report these costs to the city clerk who shall, pursuant to city ordinance relating to sidewalk replacement, cause ½ of such expense for each applicable lot to be entered on the tax roll as a special tax against the lot. In no case shall the amount assessed to a lot be more than 50% of the total cost of the sidewalk improvements benefiting the lot.

4. The Common Council determines that the improvements constitute an exercise of the police power for the health, safety and general welfare of the City of Berlin and its inhabitants.
5. The City Engineer shall prepare a report which shall consist of:
 - a. Preliminary plans and specifications for the improvements.
 - b. An estimate of the entire cost of the proposed improvements.
 - c. Schedule of proposed assessments.
6. When the report is completed, the City Engineer shall file a copy of the report with the City Clerk for public inspection and, if state property is to be assessed, shall mail a copy of the report to the responsible state agency and, for assessments of \$50,000.00 or more, to the Wisconsin State Building Commission.
7. Upon receiving the report of the City Engineer, the City Clerk shall cause notice to be given stating the nature of the proposed improvements, the general boundary lines of the proposed assessment district (including a small map thereof), the time and place at which the report may be inspected, and the time and place of the public hearing on the matters contained in the preliminary resolution and the report. This notice shall be published as a Class I Notice under Chapter 985, Stats., and a copy shall be mailed, at least ten (10) days before the hearing, to every interested party whose address is known or can be ascertained with reasonable diligence.
8. The hearing shall be held in the City Hall Council Chambers at 108 N. Capron St., Berlin, WI 54923 at a time set by the City Clerk in accordance with Wis. Statutes §66.0703 (7).
9. The assessment against any parcel may be paid in cash or in annual installments, the number of which shall be determined at the public hearing on the proposed assessments.

Passed, approved and adopted this 9th day of May, 2023.

ROLL CALL VOTE:

_____ AYES
_____ NAYS
_____ ABSENT

CITY OF BERLIN

BY: _____
Joel Bruessel, Mayor

APPROVED AS TO FORM:

MATTHEW G. CHIER,
City Attorney

ATTEST: _____
Sara Rutkowski,
City Clerk



2023 STREET & UTILITY IMPROVEMENTS Project Notification Information for Affected Residents

DATE: May 4, 2023

TO: Affected Residents of Lafayette Street (N. Washington-N. Kossuth)

FROM: Sara Rutkowski, City Administrator/Clerk-Treasurer

RE: 2023 STREET & UTILITY IMPROVEMENTS

As part of the 2023 STREET & UTILITY IMPROVEMENTS project, the City of Berlin intends to undertake street and utility improvements on Lafayette Street (N. Washington-N. Kossuth). The project scope is as follows:

Lafayette Street (N. Washington St. to N. Kossuth St.) – This section of roadway will receive a complete street and utility reconstruction, which shall include sanitary sewer, associated sanitary laterals, storm sewer, aggregate base course, curb & gutter, sidewalk patching, new asphalt pavement, and site restoration.

At this point in time, the project is tentatively slated to begin in July 2023 and is anticipated to be completed and open to traffic, with the exception of the final course of asphalt, in or around the end of October 2023. The final course of asphalt will be placed in June 2024, but this process will only take a few days and should not cause any traffic concerns or major inconveniences. During the 2023 construction period, the road will be open to local and emergency traffic, so you will have access to your homes. The only time you will not have access to your driveway is if there will be poured concrete for your driveway.

In May of 2023, the Common Council will adopt a preliminary resolution declaring the intent to levy special assessments for the project. There is an in person public informational meeting scheduled for Thursday, May 25th from 4:30 – 6:00 pm, with formal presentations from Kunkel Engineering at 4:30 and 5:30. Next, Council will hold a public hearing at the June 13th, 2023 7:00 p.m. Common Council meeting to receive public input.

Zoom meeting information if you are unable to attend in person:

Meeting ID: 859 0514 0084

Passcode: 123456

If you are unable to join the public hearing and have specific questions or concerns, you can still view the plans and preliminary assessments on-line or at city hall and have your questions answered via phone by any of the following:

- Brian Malnory, Water & Utility Superintendent 361-5423
bmalnory@cityofberlin.wi.gov
- Scott Zabel, Street Superintendent 361-5425 szabel@cityofberlin.wi.gov
- Don Neitzel, Kunkel Engineering 920-356-9447 dneitzel@geo-logic.com

As per the Public Hearing notice, there is an Engineer's Report on file at the City Clerk's office which may be inspected during business hours. You will be able to contact City Hall at 361-5400 for an appointment to view the plans. This report contains:

- Preliminary Resolution
- Public Hearing Notice
- Schedule of proposed special assessments against each benefitted property
- Preliminary project cost estimate for the entire project
- Abbreviated Construction plans/specifications

Enclosed you will find copies of the Preliminary Resolution, Public Hearing notice published in the Berlin Journal, and the preliminary special assessments listing by affected parcel. Below are some important notes to remember regarding special assessments:

- **ASSESSMENT BILLING AMOUNTS:** The final special assessment billings may be less than the preliminary amounts because the final figures are based on *actual costs* determined in the field during the construction phase.
 - **Sewer Laterals:** The sewer lateral costs included in the report are shown at the *maximum* you would have to pay based on the 2023 Standardized Special Assessment Schedule, which is \$1,807.69 per sewer lateral. Although we need to inform you of the worst-case scenario maximum cost, it is likely your cost will be less after the bidding process and construction is completed.
 - **Water Laterals:** Water laterals will be replaced from the new watermain to the property line, but will *not* be assessed to the property owners.
 - **Private Lead Water Service Laterals (portion of lateral extending from property line to meter):** Lead service laterals that are identified prior to or during construction will need to be replaced per city ordinance from property line to meter. Either the property owner can contract privately with a contractor or elect to have a city contractor replace the privately-owned portion of the lead service line.
 - **Sidewalk/Carriage Walks:** Spot sidewalk and carriage walk replacement along the project will only be replaced where needed. This is a cost shared 50/50 between the property owner and the City. If you do not want your existing carriage walk replaced, please contact the Street Superintendent at 361-5425.
- **TIMING OF BILLING:** Assessments are billed *after* project completion, which will be the fall of 2023.

- **INSTALLMENT PAYMENT PLAN:** Although assessments can be paid in full upon initial billing, the City does offer an installment payment plan. For those who wish to pay by the installment plan, the first payment would be due on or before Nov 1, 2023.
 - **Sewer laterals** can be financed for up to 10 years at 7% interest, with a minimum annual installment payment of \$200. For example, based on \$1,807.69 for a sewer lateral, the annual installment payment would be approximately \$244 for 10 years.
 - **Private Lead Water Service Laterals (portion of lateral extending from property line to meter):** This cost is the property owner's responsibility; however, the City will work with homeowners on an assessment payment plan similar to that of sewer lateral assessments.
 - **Sidewalks/carriage walks** are also eligible for a payment deferral plan, but only if the annual payment would be over \$500.00. Due to limited sidewalk replacement and the limited carriage walk replacement on this project, it not anticipated that any property owner would qualify for the installment plan.

Please feel free to contact City Staff with any questions or concerns you may have so we can ensure a smooth project with minimal inconveniences.

Thank you,



Sara Rutkowski

City Administrator/Clerk-Treasurer
108 N. Capron St.
Berlin, WI 54923
920-361-5400
srutkowski@cityofberlin.wi.gov

City of Berlin, Wisconsin
2023 Lafayette Street Reconstruction
Assessment Roll -

Basis for Assessments

**Assessments listed below are preliminary. The assessment amounts will be finalized after items are installed and measured for the project.*

Sanitary Lateral Replacement

From the new main to the Right of Way
 Homeowner assessed per LF not to exceed \$1,807.69
 Reconnection Fee of \$315.00 assessed for existing PVC laterals

Driveway Apron

To be replaced in kind, except gravel approaches will be replaced with asphalt
 Homeowner requesting concrete approach in lieu of existing asphalt assessed for the difference between asphalt and concrete

Driveway Apron Widening

Minimum driveway width is 10'
 Homeowner will be assessed per additional SF of Concrete or Ton of Asphalt required to meet a minimum 10' wide driveway
 Homeowner will be assessed if requesting existing driveways 10' or wider, to be further widened

Sidewalk Replacement

Homeowner will be assessed for sidewalk replaced at 50% of the SF price
Engineering and Inspection Cost

Cost will be included for each assessment based on a percentage of the unit Cost

Engineering 8%
 Inspection 8%

Driveway Widening Contract Replacement Cost	
Concrete	
Unit Bid Price	\$ 8.22 Per SF
Eng/Insp	\$ 1.32 Per SF
Total	\$ 9.54 Per SF
Asphalt	
Unit Bid Price	\$ 158.00 Per Ton
Eng/Insp	\$ 25.28 Per Ton
Total	\$ 183.28 Per Ton
Sidewalk Contract Replacement Cost	
Unit Bid Price	\$ 7.37 Per SF
Eng/Insp	\$ 1.18 Per SF
Total	\$ 8.55 Per SF

The properties listed below are benefited by improved sewer service, drainage, aesthetics, vehicular accessibility, comfort, safety, and increased property value

Assessment Roll - Lafayette

Parcel Address	Parcel Number	Owner Address	Sanitary Lateral LF	Sanitary Lateral Assessment	4" Sidewalk SF	4" Sidewalk Assessment (50%)	6" Conc Driveway Widening SF	6" Conc Driveway Assessment	Asphalt Driveway Widening TON	Asphalt Driveway Assessment	Owner Total
<i>Notes</i>											
Amanda & Christopher Kasuboski 227 N Washington St. Berlin, WI 54923	206-01282-0000	Amanda & Christopher Kasuboski 217 Jackson St. Berlin, WI 54923	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Amy & Steven McQuinn 367 Lafayette St. Berlin, WI 54923	206-01284-0000	Amy & Steven McQuinn W9722 Cousins Ct. Beaver Dam, WI 53916	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Groge & Catherine Klemicki 379 Lafayette St. Berlin, WI 54923	206-01283-0100	Groge & Catherine Klemicki 379 Lafayette St. Berlin, WI 54923	33	\$ 1,807.69	16.5	\$ 70.54	0	\$ -	0	\$ -	\$ 1,878.23
Jason Werch 399 Lafayette St. Berlin, WI 54923	206-01285-0200	Jason Werch 510 Sacramento St. Berlin, WI 54923	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Daniel Dych 405 Lafayette St. Berlin, WI 54923	206-01285-0100	Daniel Dych 405 Lafayette St. Berlin, WI 54923	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69

Date: 1/26/23
 Revised: 2/10/2023

Parcel Address	Parcel Number	Owner Address	Sanitary Lateral LF	Sanitary Lateral Assessment \$	4" Sidewalk SF	4" Sidewalk Assessment (50%) \$	6" Conc Driveway Widening SF	6" Conc Driveway Assessment \$	Asphalt Driveway Widening TON	Asphalt Driveway Assessment \$	Owner Total
Notes				69.60		6.55		9.54		183.28	
Thomas & Daniel Dych 411 Lafayette St Berlin, WI 54923	206-01286-0000	Thomas & Daniel Dych 411 Lafayette St Berlin, WI 54923	33	\$ 1,807.69	79.5	\$ 332.86	0	\$ -	0	\$ -	\$ 2,147.55
Karen Toney 435 Lafayette St Berlin, WI 54923	206-01287-0000	Karen Toney 435 Lafayette St Berlin, WI 54923	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Cory Gneiser 230 N Kossuth St Berlin, WI 54923	206-01287-0101	Cory Gneiser 230 N Kossuth St Berlin, WI 54923	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Joseph Stemler 217 N Kossuth St Berlin, WI 54923	206-01697-0000	Joseph Stemler 447 Elm St Berlin, WI 54923	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Tabitha Colegrove 218 N Kossuth St Berlin, WI 54923	206-01387-0000	Tabitha Colegrove 218 N Kossuth St Berlin, WI 54923	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Shaw & Teena Radloff 436 Lafayette St Berlin, WI 54923	206-01386-0000	Shaw & Teena Radloff 436 Lafayette St Berlin, WI 54923	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Jonathan & Theresa Sanotsky 422 Lafayette St Berlin, WI 54923	206-01385-0000	Jonathan & Theresa Sanotsky 422 Lafayette St Berlin, WI 54923	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Tammy Mc Connel 413 Monroe St Berlin, WI 54923	206-01384-0000	Tammy Mc Connel 413 Monroe St Berlin, WI 54923	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Jose Romero & Maria Loa 404 Lafayette St Berlin, WI 54923	206-01382-0000	Jose Romero & Maria Loa Habitat For Humanity Po Box 464 Wautoma, WI 54982	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Zacharia Peterson 216 Jefferson St Berlin, WI 54923	206-01488-0000	Zacharia Peterson 216 Jefferson St Berlin, WI 54923	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Amanda Kasuboski 217 Jackson St Berlin, WI 54923	206-01493-0000	Amanda Kasuboski 217 Jackson St Berlin, WI 54923	33	\$ 1,807.69	0	\$ -	0	\$ -	0	\$ -	\$ 1,807.69
Steven Nigbor 212 Jackson St Berlin, WI 54923	206-01482-0100	Steven Nigbor 212 Jackson St Berlin, WI 54923	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
Christopher Kasuboski empty lot with no address	206-01482-0000	Christopher Kasuboski 217 Jackson St Berlin, WI 54923	0	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -
Lafayette St - Total Assessment \$ 29,333.44											

Spot Sidewalk is 50% of actual cost of sidewalk needing replacement

Sewer Lateral Cost of \$1807.69 is the maximum charged to the property owner.
If actual construction cost is less, the lesser amount will be passed on to the homeowner

DATE: May 5, 2023
TO: Common Council
FROM: Sara Rutkowski, City Administrator
RE: TID 10 End of Life

Background:

The Wisconsin Department of Revenue (DOR) is notifying municipalities who have Tax Incremental Districts (TIDs) approaching their maximum life this year. The City's TID 10 is reaching its maximum life on July 6, 2023. We must adopt a resolution to either extend or terminate this TID by **July 6**. This TID is only eligible for the one-year affordable housing extension.

If we apply for the Affordable Housing Extension, it would last for one year and 75 percent of the final increment must benefit affordable housing with the remaining portion used to improve house stock.

If we do not want to apply for the Affordable Housing Extension, we must pass a Resolution to terminate the TID.

Raze and Repair Orders/ Nuisance Complaints

Address of Property: 107 W Huron St.

Property Owner Name: Israel Barraza

Local Agent: Santiago Barraza

Basic Information:

Parcel Number:	206-01758-0000
Assessed Property Value:	\$74,600.00
Est. Fair Market Value	\$113,400
Occupancy?	No, Two Apartments and one Retail Space
Taxes paid?	No, 2021 has \$ \$2,477.64 owed and 2022 has \$2,463.60 owed
Construction in Progress?	TBD

Neighbor complaints:

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

Contact with Owner:

-Previous-

- On August 25th 2016 a Letter was sent to property owner at the time, GARANA LLC, requesting entry to inspect property.
- Between March of 2018 and January 2020 Ramon Velez Aleman acquired the property and began repair of the rear roof as well as completing a new roof over the front 2/3 of the building. The Raze Order was terminated on May 2nd 2018 and he intended to have the work completed by summer 2020.
- December 14th 2020 John Ovalle was mailed a letter communicating the need for an inspection and determining this property uninhabitable.
- During December 2021 the Building Inspector and Planning & Development Director tried to talk John Ovalle into permitting an inspection and discussing plans for the property, these talks yielded nothing from him.
- From January 2022 through March 2022 John Ovalle was called monthly to inquire about his plans, of which he reiterated each time the intent to sell by the end of the contract on March 31st 2022.

-Current-

- On April 26 2022 the new owner contacted the Planning and Development Director to discuss permitting.
- It was stated on July 1st 2022, Israel Barraza intends to have the building secure and safe as soon as possible; to facilitate a desirable income generating apartment and have a second phase for the interior alterations needed to allow the storefront to be developed.
- As of July 1st 2022 Santiago Barraza stated to PDD they expect to be able to address the walls, flooring, ceilings and porch within the next year, with time and scope depending on how the re-roofing goes. These could be within the next year, and hopefully sooner.
- On July 25th 2022 both the Planning and Development Director then Building Inspector spoke with Santiago Barraza- the only reliable owner contact, to schedule the monthly inspection and communicate the need for a permit for the entirety of the 12-31-21 inspection required repairs. This resulted in no permission for access and no planned additional permit and/or amendment to the roofing permit.
- The owner stated to Council on 8/9/22 the roof is priority before working on any other places in the building. They have a contract ready to go for the windows in the back room. Expected completion time was 3.5 weeks.

- On September 7th 2022 the PDD called Santiago Barraza to discuss any updates. Santiago stated the sealing of the roof to mitigate future damage has been completed and he intends to follow up this with structural work, repair of the back porch including windows, electrical and heat with forthcoming permit (s).
- As of October 10th 2022 Santiago Barraza stated they are in the process of delivering the parts to install new drywall, flooring, ceilings, and windows this week. If all goes well, the work on these should commence over the next month with priority given to the windows and shoring of the back porch. The water infiltration of the roof has been mitigated with PVC tubing.

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

- On all respective inspections below the Building Inspector communicated the necessity of repairing the structure and rear roof portion as well as removing the back porch.
- As of December 2022, the majority of the work completed within the last year has been clean-up of the debris inside the building. The work on the rear roof has not really started, with only an attempt to patch up drainage into a pvc drain being performed. There is still water infiltrating the structure from the roof through the basement in this back portion. They have ordered flooring, drywall, and windows to install in order to seal up the building, though the rear will take having a stable structure before any more weight should go onto it.
- Santiago has been in discussions with the Planning and Development Director though did not show up on Thursday, December 8th when he was to discuss potential grants and the general strategy.

Inspections:

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

Permits pulled:

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

Council Motions:

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

Additional Relevant Information:

- Ramon Valez-Aleman sold the property around April 2020 before completing repairs. He had health issues and reached an impasse with fixing the property.
- Ramon Valez-Aleman had expressed interest in buying back the property multiple times between April 2020 and April 2022.
- On April 19th 2022 Green Lake County received a quit claim deed with Israel Barraza as the recipient of 107 W Huron.
- As of May 6th 2022, there has not been a permit pulled for the work to be done at this property.
- Permit #22-83-06B pulled on May 15th 2022 for Installation of Rubber Roof.
- February 3rd 2023 Ramon Valez-Aleman came to City Hall to discuss the potential acquisition of this property.
- On April 3rd, Owner conferred with staff that the interior is still being gutted. With weather improving, they are hoping to begin outside work soon. Owner inquired on how to obtain permit for large garbage dumpster.
- Santiago stating progress on gutting interior is going well, the crew has been getting work done. Now that the weather is improving again, they again asked about dumpster permit as they have it scheduled soon.