

COMMON COUNCIL MEETING AGENDA
TUESDAY, NOVEMBER 14, 2023 7:00 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE
Meeting ID: 859 0514 0084 Passcode: 123456

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. Open and closed minutes from the October 10, 2023 Common Council Meeting.
RECOMMENDATION: Approve the minutes from October 10, 2023.
7. Bills List. RECOMMENDATION: Approve the list of bills for payment.
8. Cemetery Board Purchase of Truck and Kiosk RECOMMENDATION: Accept recommendation from Cemetery Board to approve purchase of Cemetery Truck and Kiosk.
9. Cemetery Rules Update. RECOMMENDATION: Accept recommendation from Cemetery Board to update the Cemetery Rules & Regulations.
10. Police Department Union Wage Agreement. RECOMMENDATION: Accept recommendation from Police and Fire Commission to accept PD Union Wage Agreement.
11. Save the pool account GL Account Creation for "Save the Pool" Funds.
RECOMMENDATION: Accept recommendation from Committee of the Whole to create an assigned GL Account to hold any funds donated to "Save the Pool."

END OF CONSENT AGENDA

12. Appointment to Zoning Board of Appeals. RECOMMENDATION: Accept the appointment of Ron Ross to the Zoning Board of Appeals with term ending November 1, 2024.
13. TID Façade and Building Improvement Program Application from Fungi Fusion LLC. RECOMMENDATION: Listen to presentation with action as appropriate.
14. TID Building Improvement Program Application from Fox River Property Management. RECOMMENDATION: Listen to presentation with action as appropriate.
15. A. Anderson Vicious Dog Appeal Hearing RECOMMENDATION: Listen to presentation with action as appropriate.
16. Family Dollar Stores of Wisconsin, LLC Beer & Liquor Alcohol Beverage License Application. RECOMMENDATION: Approve the Class “A” Beer and “Class A” Liquor License Application from Family Dollar Stores of Wisconsin, LLC for license year 2023-2024 for location at 758 Broadway Street, contingent upon passing the required health, fire, police and building inspections.
17. 107 W Huron Raze & Repair Property. RECOMMENDATION: Listen to presentation with action as appropriate.
18. 2024 Senior Transportation Purchase of Service Contract. RECOMMENDATION: 1) Waive Committee of the Whole discussion on this item. 2) Approve the 2024 Purchase of Service Contract with Green Lake County Department of Health & Human Services and authorize the appropriate signatures.
19. 2024 Berlin Senior Center Agreement for Senior Nutrition. RECOMMENDATION: 1) Waive Committee of the Whole discussion on this item. 2) Approve the 2024 Agreement between Green Lake County DHHS and the City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures.
20. Nuisance Property Process Update RECOMMENDATION: Listen to staff presentation with action as appropriate.
21. 2024 Shared-Ride Taxi Grant Application. RECOMMENDATION: 1) Waive Committee of the Whole discussion on this item; and 2) Authorize Staff to apply for the 2024 WisDOT Public Transit Assistance Program (PTAP) and DOT Capital Expenditures Grant and authorize any needed signatures.
22. Taxi Contract Award for 2024 – 2029 services RECOMMENDATION: Listen to staff presentation with action as appropriate.
23. 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.)

24. New Business (To be used to request items of new business be put on a future agenda)
25. Motion to convene into closed session pursuant to pursuant to Sec 19.85(1)(e), of the WI Statutes, to deliberate or negotiate the purchase of public property, investment of public funds or conduct other specified public business, whenever competitive or bargaining reasons require a closed session. *(1) Discussion on Taxi Grant Contract*
26. Reconvene into open session and take appropriate action as a result of closed session discussion.
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.

CITY OF BERLIN BUILDING REPORT October 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	2	565,000.00	1,504.89	3	800,000.00	1,484.93
Multi-Family Residence	0	\$0.00	\$0.00	2	640,000.00	1,236.72	0	0.00	0.00
Residential Alteration	6	\$131,136.00	\$313.44	43	590,797.00	3,179.01	41	667,997.52	3,960.06
Residential Addition	0	\$0.00	\$0.00	3	35,000.00	435.00	6	24,935.00	320.00
Residential Garage	0	\$0.00	\$0.00	3	78,000.00	636.68	2	24,360.00	265.47
Residential Garage Alteration				0	0.00	0.00	0	0.00	0.00
Commercial Building	0	\$0.00	\$0.00	1	750,000.00	557.44	1	250,000.00	1,488.98
Commercial Alteration	0	\$0.00	\$0.00	10	1,563,680.00	9,515.08	0	0.00	0.00
Commercial Addition	0	\$0.00	\$0.00	3	110,000.00	940.00	1	9,500.00	105.00
Signs	1	\$2,245.00	\$124.57	9	108,871.00	1,089.12	4	34,000.00	330.50
Miscellaneous	0	\$0.00	\$0.00	13	68,900.00	755.00	16	47,600.00	860.00
Demolition	0		\$0.00	4	0.00	300.00	1	0.00	150.00
Hospital				0	0.00	0.00	0	0.00	0.00
Church				0	0.00	0.00	0	0.00	0.00
School				0	0.00	0.00	0	0.00	0.00
Driveways	0	\$0.00	\$0.00	3	17,100.00	160.00	6	38,902.00	200.00
Trailer Homes				0	0.00	0.00	0	0.00	0.00
Total Building Permits	7	\$133,381.00	\$438.01	96	4,527,348.00	20,308.94	81	1,897,294.52	9,164.94
Commercial Plan Approval				0	0.00	0.00	0	0.00	0.00
Plumbing Permits	3	\$21,610.00	\$155.00	18	154,257.00	1,549.41	23	359,844.00	1,882.70
Electrical Permits	2	\$2,100.00	\$80.00	27	307,065.00	2,572.91	28	805,355.00	3,865.84
Heating Permits	0	\$0.00	\$0.00	18	180,995.00	3,030.46	21	813,436.00	3,120.17
				0	0.00	0.00	0	0.00	0.00
Total Permit Fees	12	\$157,091.00	\$673.01	137	4,565,599.00	24,311.21	153	3,875,929.52	18,033.65

CITY OF BERLIN -- OFFICE OF THE TREASURER

CITY TREASURER REPORT PERIOD ENDING 09/30/2023

#REF!

#REF!

FUNDS	BEGINNING BALANCE	ADJ/ VOIDS	RECEIPTS	DISBURSEMENTS	OUTSTANDING CHECKS	BANK BALANCE	INVESTMENTS	TOTAL W/ INVESTMENTS	
GENERAL CITY	\$ 992,233.09	\$ -	\$ 384,944.08	\$ (920,063.11)	\$ 213,557.96	\$ 670,672.02	\$ 3,100,000.00	\$ 3,770,672.02	10-11300
TAX COLLECTION ACCOUNT	\$ 450.00		\$ 75.00	\$ -	\$ 972.45	\$ 1,497.45	\$ -	\$ 1,497.45	FNB100028
CAPITAL PROJECT BORROWING	\$ 745,622.96		\$ 93.53	\$ (159,618.57)	\$ -	\$ 586,097.92	\$ -	\$ 586,097.92	FNB131924
EMS ACCOUNT	\$ 396,250.48		\$ 28,048.47	\$ (184,157.56)	\$ -	\$ 240,141.29	\$ -	\$ 240,141.29	*2193
WATER & SEWER CHECKING	\$ 847,333.37		\$ 267,202.48	\$ (388,408.55)	\$ 219,610.35	\$ 935,737.65	\$ -	\$ 935,737.65	
SEWER EQUIP REPLACEMENT FUND	\$ 60,933.13		\$ 19,473.15			\$ 80,406.28	\$ 1,255,000.00	\$ 1,335,406.28	61-11362
WATER UTILITY							\$ 3,655,235.65	\$ 3,655,235.65	62-11366
SEWER UTILITY							\$ 1,332,578.22	\$ 1,332,578.22	61-11361
TOTAL OF ALL FUNDS	\$ 3,042,823.03	\$ -	\$ 689,836.71	\$ (1,652,247.89)	\$ 434,140.76	\$ 2,514,552.61	\$ 9,342,813.87	\$ 11,857,366.48	

SUBMITTED BY: Caitlin Hilgart, DEPUTY CLERK

CITY OF BERLIN -- OFFICE OF THE TREASURER

CITY TREASURER REPORT PERIOD ENDING 10/31/2023

#REF!

#REF!

FUNDS	BEGINNING BALANCE	ADJ/ VOIDS	RECEIPTS	DISBURSEMENTS	OUTSTANDING CHECKS	BANK BALANCE	INVESTMENTS	TOTAL W/ INVESTMENTS	
GENERAL CITY	\$ 457,114.06	\$ (259.26)	\$ 374,481.40	\$ (503,704.27)	\$ 35,081.47	\$ 362,673.40	\$ 3,100,000.00	\$ 3,462,673.40	10-11300
TAX COLLECTION ACCOUNT	\$ 525.00		\$ 75.00		\$ 972.45	\$ 1,572.45	\$ -	\$ 1,572.45	FNB100028
CAPITAL PROJECT BORROWING	\$ 586,097.92					\$ 540,458.56	\$ -	\$ 540,458.56	FNB131924
EMS ACCOUNT	\$ 240,141.29		\$ 44,777.00	\$ (71,907.31)		\$ 213,410.98	\$ -	\$ 213,410.98	*2193
WATER & SEWER CHECKING	\$ 716,127.30		\$ 246,662.77	\$ (278,956.53)	\$ 2,734.42	\$ 686,567.96	\$ -	\$ 686,567.96	
SEWER EQUIP REPLACEMENT FUND	\$ 80,406.28		\$ 10.57			\$ 80,416.85	\$ 1,255,000.00	\$ 1,335,416.85	61-11362
WATER UTILITY							\$ 3,692,235.65	\$ 3,692,235.65	62-11366
SEWER UTILITY							\$ 1,291,578.22	\$ 1,291,578.22	61-11361
TOTAL OF ALL FUNDS	\$ 2,080,411.85	\$ (259.26)	\$ 666,006.74	\$ (899,807.47)	\$ 38,788.34	\$ 1,885,100.20	\$ 9,338,813.87	\$ 11,223,914.07	

SUBMITTED BY: Caitlin Hilgart, DEPUTY CLERK

September 30, 2023

Month-End Balance to Bank Statement

	General City	Capital Project Bonding	EMS Account	Utility	Tax	ERF	SEWER B&I
City's Beginning Balance	992,233.09						
Deposits	384,944.08	745,622.96	396,250.48	847,333.37	450.00	60,933.13	-
Deposit in Transit	-	93.53	28,048.47	257,202.48	75.00	19,473.15	-
Payroll net pay	(159,947.40)		(108,716.80)	(37,857.76)			0.00
A/P Payables Check Summary	(480,376.63)			(333,988.63)			
Other Payments	(279,739.08)	(159,618.57)	(75,440.86)	(16,352.08)			0.00
TOTAL PAYMENTS	(920,063.11)	0.00	(184,157.66)	(388,408.55)	0.00		0.00
Outstanding Checks:							
Misc/Bank Error							
Voided Check							
Payroll	2,328.14						0.00
A/P	211,229.82			219,610.35	972.45		0.00
TOTAL OUTSTANDING CHECKS	213,557.96	-		219,610.35	972.45		
Balance	670,672.02	586,097.92	240,141.29	935,737.65	1,497.45	80,406.28	-
Ending Bank Balance	670,672.02	586,097.92	240,141.29	935,737.65	1,497.45	80,406.28	-
State WI ACH	33,484.00		669.36				
August C.C. Transfer from Cx 3515	22.24				75.00		
Terry Schrey Tax							
Ssat Nutrition C.C. TRANSFER Cx 3515	1,304.00						
HCC/CLAIMPMT Deposit	12,706.71		14,590.51				
cloud billpay				259.92			
EZ DEPOSIT/TRIP DEPOSIT			12,788.80				
Refund service charge							
Monthly City Deposits	102,080.71			190,032.80		19,483.89	
Merchant BANKCD Deposit							
EMS Purchases Transfer from 0562	75,405.86			29,485.54			
Customer ACH direct pay				37,314.59			
payment svc netwr							
310 MISC	283.93						
Lafayette Payment #1 from Sav 2193	159,618.57						
Tfr Between Accounts	6.00						
Accrued Checking Acct. Interest	92.06						
	384,944.08	93.53	28,048.47	109.63	75.00	9.26	0.00
Payments:				257,202.48		19,473.15	
Federal Payroll Tax Payments(RS)	109,552.75						
WI Tax Payments	18,595.37						
Northshore	855.00						
Empower Great West/Wells Fargo	3,512.00						
RET HEALTH	700.90						
MARLIN BANK	1,023.19			182.28			
Service Charge-stop payment							
Direct Deposit Service Fee (ACH)	10.00		35.00				
Retainer Chier	12,720.75						
Health Premium	46,760.81						
WRS Employee Trust Fund	40,288.35						
OLSON COBRA	1,074.20						
Merch BankCD Deposit							
Fund Tfr		159,618.57	75,405.86	6.00			
Credit Card Payment-Elan US Bank	13,456.45			603.47			
DELTA DENTAL	1,704.60						
Positive Pay	30.00						
Health Savings Acct EMPLOYER	3,468.75			875.00			
Health Savings Acct EMPLOYEE	7,962.31						
Alliant-Credit Card Payment	17,264.94			14885.33			
US Cellular	658.70						
LUMENCENTURY/LINK SPEEDPAY							
	279,739.08	159,618.57	75,440.96	18,552.08	-	-	-

October 31, 2023							
Month-End Balance to Bank Statement							
	General City	Capital Project Bonding	EMS Account	Utility	Tax	ERE	SEWER B&I
City's Beginning Balance	457,114.06	586,097.92	240,141.29	716,127.30	625.00	80,406.28	-
Deposits	374,481.40	-	44,777.00	246,662.77	75.00	10.57	-
Payroll	(109,705.30)		(71,472.31)	(24,252.76)			0.00
A/P Payables	(180,917.04)			(242,135.36)			0.00
Other Payments	(213,081.93)	(45,639.36)	(35.00)	(12,568.41)	0.00	-	0.00
TOTAL PAYMENTS	(503,704.27)	(45,639.36)	(71,507.31)	(278,966.53)	0.00	-	0.00
Outstanding Checks:							
Misc/Bank Error - Cx#69128	(299.26)						
Voided Check							
Payroll	2,289.24						
A/P CK Recon not cleared back page	32,792.23	-		2,734.42	972.45	-	0.00
TOTAL OUTSTANDING CHECKS	35,081.47	-		2,734.42	972.45	-	0.00
Balance	362,673.40	540,458.56	213,410.98	686,567.96	1,572.45	80,416.85	-
Ending Bank Balance	362,673.40	540,458.56	213,410.98	686,567.96	1,572.45	80,416.85	-
	-	-	-	-	-	-	-
State of WI ACH	73262.16		1,695.83				
WI PS SHARED REVENUE							
WI PS CONNECT STREET AID							
310 Misc	2042.00						
WI PS TAXI 2-4TH QTR					75.00		
WI PS COMPUTER AID							
Green Lake Co tax settlement							
Terry Schrey Tax							
Pyrrnt Svc Netwr				30,654.11			
Monthly City Deposits	237741.19			186,113.30			
Funds Transfer from Nutrition	61.41						
Med B NGS HC/LAIM pmts	15668.12						
Customer ACH pmts			12,390.42				
Point & Pay			30,690.75	29,269.33			
Merchant Bank Deposit							
Funds Transfer from Lafayette	45639.36			497.36			
Tfr Between Accounts	4.00						
Accrued Checking Acct. Interest	73.16						
	374,481.40	-	44,777.00	108.67	75.00	10.57	0.00
Payments:				246,662.77		10.57	-
Federal Payroll Tax Payments(IRS)	72,823.06						
Wi Payroll Tax Payments	11,677.45						
Northshore	470.00						
Great West/Wells Fargo	3,612.00						
WI TAX PAYMENT							
Cobra- Olson							
Marlin Bank	1,023.19						
WRF Loan payment							
Service Charge-stop payment							
Direct Deposit Service Fee(ACH)	10.00		35.00	109.95			
Retainer	4,240.25			4.00			
Health Premium	28963.91						
Returned checks				72.78			
WRS Employee Trust Fund	59,691.52						
Fund Tfr	22.24						
Credit Card Payment-Elan US Bank	8,014.70	45,639.36		242.74			
RET Health	700.9						
Miscellaneous							
Positive Pay	30.00						
Health Savings Acct EMPLOYER	3,456.68			875.00			
Health Savings Acct EMPLOYEE	5,441.54						
Alliant-ACH payments	10,387.46			11263.94			
US Cellular	704.97						
Delta Dental	1812.06						
	213,081.93	45,639.36	35.00	12,568.41	-	-	-

CITY OF BERLIN

PAYROLL FOR OCTOBER - 2023

NET PAYROLL

PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY	Ambulance	ACH Amount
10/13/2023	21	Ambulance			33,047.90	
10/13/2023	21.01	Ambulance - Johnson Vac. Payout			179.49	
10/13/2023	21	General City	47,977.60			
10/13/2023	21	Utility		11,897.56		
10/6/2023	20.1	3rd Qtr Fireman	9,428.33			
10/27/2023	22	General City	52,299.37			52031.73
10/27/2023	22	Utility		12,355.20		
10/27/2023	22	Ambulance			37339.15	
10/25/2023	21.02	Ambulance -Skyler Vac. Payout			905.77	
		TOTAL MONTHLY PAYROLL	\$109,705.30	\$24,252.76	71,472.31	52,031.73

CITY OF BERLIN COMMON COUNCIL MEETING MINUTES
TUESDAY, October 10, 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 five (5) present; Boeck, Burgess, Durtschi, Nigbor and Stobbe. One (1) absent – Dretske. Staff in attendance: Sara Rutkowski, Gary Podoll, Brian Pulvermacher, Scott Zabel, Chris Kalupa, Tim Ludolph, Rebecca Bays, Attorney Chier and Midge Seaman.

Stobbe made a motion to seat Ald. Dretske virtually, with a second by Boeck. Motion carried via voice vote.

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 September 12 and 19, 2023; 7) Approve the Bills List. 8.) Accept Recommendation from the Committee of the Whole to approve additional ARPA funds for Fire Station Generator. 9) Accept the Committee of the Whole Recommendation to Accept Housing Program guidelines with corrections. 10) Accept the Recommendation from Committee of the Whole to approve the Fee Schedule and Municipal Forfeiture Bond Schedule changes. 11) Accept the Committee of the Whole Recommendation to allow the Expenditure from Pool Donations. Nigbor made a motion to accept the Consent Agenda. Burgess seconded the motion and it passed on a roll call vote of six (6) ayes zero (0) nays.

12) Boeck made a motion to accept the resignation of Ashley Nigbor from Park & Recreation Commission, effective immediately. Burgess seconded the motion which carried on a voice vote.

13) Burgess made a motion to accept the appointment of Kurt Kuklinski, with term ending November 1, 2026 to the Zoning Board of Appeals. Motion was seconded by Stobbe and passed on a voice vote.

14) The Mayor requested Ashley Anderson come to the podium to address the Council with her Vicious Dog Appeal. Atty Chier explained the process of appeal to Ms. Anderson as well as the Council members. Ms. Anderson verbally gave her reasons for appealing her dog being deemed Vicious by the Berlin Police Department. She included a copy of her own request as well as letters from a neighbor living in the same apartment complex as hers and also a behaviorist who specifically works with animals. She discussed the plan she has for herself and Kai (the dog) going forward. Dretske entered the meeting at this time and Boeck made a motion to seat him which was seconded by Stobbe, passed on a voice vote. Several Council Members asked questions of Ms. Anderson, they heard a report and asked questions of Chief Pulvermacher as well. After a lengthy discussion, Durtschi made a motion to hold a hearing at the next scheduled Council Meeting to be held on November 14, 2023. Motion was seconded by Dretske and passed on a voice vote.

15) Rutkowski presented Resolution #23-12 Authorizing 2023 Budget Adjustment from Swimming Pool funds not used to the Senior Center to be able to make repairs to the Air Conditioning. Dretske made a motion to approve Resolution #23-12 Adjustment to the 2023 budget moving \$6,030.00 from the Swimming Pool budget to the Senior Center to repair the AC. A Roll Call Vote Resulted in five (5) ayes and one (1) Nay (Durtschi).

16) Mr. Santiago Barraza, owner of 107 W Huron St. attended the meeting virtually and after a pause in the progress being made on their Raze or Repair order on his building at 107 W Huron St. gave an update on next steps to complete the remaining work on the exterior of his building. He stated in two weeks work should commence on the back porch and also on the roof. No action was taken at this time.

17) Zabel presented the Garbage & Recycling Bids he received. Dretske made a motion to accept the bid from Waste Management for the Garbage and Recycling Contract. Burgess seconded the motion which passed on a voice vote.

18) The Department Heads presented their 2024 Budgets, mainly speaking on the changes to the 2024 budget vs the 2023 budget. No action taken.

There is No Old Business or New Business requested by Council Members.

A motion was made by Dretske and seconded by Burgess to move into Closed Session pursuant to Wis Stat §19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (2023 City Staff Wages) This was passed on a Roll Call Vote six (6) ayes zero (0) nays.

Midge Seaman, Deputy Clerk

At 10:30pm Nigbor made a motion to commence in open session. Durtschi seconded the motion. A roll call vote resulted in six (6) ayes and zero (0) nays.

Burgess made a motion to adjourn and Nigbor seconded the motion which carried on a voice vote.

Sara Rutkowski, City Clerk

CITY OF BERLIN

11/01/23 11:13 AM

Page 1

*Check Summary Register©

OCTOBER 31 2023

General City

Name	Check Date	Check Amt	
11100 Cash in Bank m FNB			
69015 J. F. AHERN COMPANY	9/29/2023	(\$9,948.00)	FIRE ALARM PANEL
69025 ADS THAT CARE, INC	10/6/2023	\$384.89	CAN COOLIES FOR OPEN HOUSE
69026 ADVANTAGE POLICE SUPPLY IN	10/6/2023	\$38.36	UNIFORM ALLOWANCE
69027 ALCIVIA	10/6/2023	\$4,984.29	2023 - SEPTEMBER - FUEL DELIVERY
69028 BERKSHIRE, ERIKA	10/6/2023	\$192.00	SAVE THE POOL WEBSITE
69029 BERLIN JOURNAL NEWSPAPER	10/6/2023	\$161.00	SOLID WASTE ADVERTISEMENT
69030 BREWER HEATING INC	10/6/2023	\$6,030.00	SENIOR CENTER NEW A/C
69031 CHARTER COMMUNICATION	10/6/2023	\$423.34	2023 - OCTOBER - INTERNET CHARGES
69032 CIVICPLUS, LLC	10/6/2023	\$275.00	MUNICODE ADMINISTRATIVE SUPPORT FE
69033 CORPORATE NETWORK SOLUTI	10/6/2023	\$683.70	ETHERNET CABLE
69034 CULLIGAN WATER	10/6/2023	\$16.00	5 GAL WATER DELIVERY AT CITY HALL
69035 DREXEL BUILDING SUPPLY, INC.	10/6/2023	\$305.36	20 FT REBAR FOR DPW
69036 EAGLE ENGRAVING, INC	10/6/2023	\$11.40	FIREGROUND ID TAG
69037 EMC INSURANCE COMPANIES	10/6/2023	\$20,482.71	2023 - OCTOBER - GENERAL LIABILITY INS
69038 EMC INSURANCE HOME OFFICE	10/6/2023	\$3,000.00	CLAIM 1748488 LAKEVIEW LOAN DEDUCTIB
69039 FINISHLINE STUDIOS	10/6/2023	\$120.00	FOURTH QUARTERLY WEB HOSTING
69040 FUELMAN	10/6/2023	\$61.27	2023 - SEPTEMBER - FUELMAN GAS CARD
69041 GORDON FLESCH	10/6/2023	\$218.61	2023 - SEPTEMBER - PHOTOCOPIES W1170
69042 ITU ABSORBTECH, INC.	10/6/2023	\$73.79	2023 - SEPTEMBER - UNIFORM SERVICE
69043 J. F. AHERN COMPANY	10/6/2023	\$8,953.20	FIRE ALARM PANEL (REISSUE)
69044 KUNKEL ENGINEERING GROUP	10/6/2023	\$10,094.86	JOB KU22.1038.00 LFAYETTE STREET
69045 MODERN OVERHEAD DOOR CO	10/6/2023	\$1,720.00	OVERHEAD GARAGE DOOR - DPW
69046 MUTUAL OF OMAHA	10/6/2023	\$372.76	2023 - OCTOBER - EMPLOYER CONTRIBUTI
69047 NORTHEAST ASPHALT INC	10/6/2023	\$5,137.31	ROAD REPAIR FOR DPW
69048 OSHKOSH FIRE & POLICE EQUIP	10/6/2023	\$1,000.00	NECK STRAP VISION C5
69049 RUNNING INC. TRANSIT SERVIC	10/6/2023	\$22,564.12	2023 - SEPTEMBER - SHARED RIDE TAXI S
69050 SECURIAN FINANCIAL GROUP	10/6/2023	\$842.06	2023 - NOVEMBER - LIFE INSURANCE EMPL
69051 SONDALLE FORD LINCOLN MER	10/6/2023	\$1,386.81	POLICE VEHICLE SERVICE 2019 FORD
69052 SUPERIOR CHEMICAL CORP	10/6/2023	\$2,435.50	CHEMICALS FOR BERLIN AQUATIC CENTE
69053 THEDACARE LABORATORIES	10/6/2023	\$170.00	2023 - AUGUST - BLOOD DRAWS PATIENT
69054 VIKING ELECTRIC SUPPLY	10/6/2023	\$125.00	BULBS FOR DPW
69055 W.S. DARLEY & CO	10/6/2023	\$573.41	PATCH FOR BFD
69056 WISCONSIN PROFESSIONAL PO	10/6/2023	\$301.00	2023 - SEPTEMBER - UNION DUES
69057 ACCUFUND, INC	10/13/2023	\$1,250.00	ACCUFUND DATABASE - SET UP
69058 AMAZON CAPITAL SERVICES, IN	10/13/2023	\$95.97	GARAGE DOOR OPENERS
69059 APPLETON FINANCE DEPARTME	10/13/2023	\$483.25	2023 - OCTOBER - WEIGHTS AND MEASUR
69060 BERLIN WATER & SEWER UTILI	10/13/2023	\$22,719.24	2023 - SEPTEMBER - WATER & SEWER SE
69061 BMI GENERAL LICENSING	10/13/2023	\$421.00	2024 CONTRACT
69062 BOUND TREE MEDICAL, LLC	10/13/2023	\$2,999.01	MEDICAL SUPPLIES
69063 CENTURYLINK	10/13/2023	\$17.78	2023 - OCT-DEC - PHONE SERVICE - CITY H
69064 CHARTER COMMUNICATION II	10/13/2023	\$312.95	2023 - OCTOBER - TV AND INTERNET SER
69065 CONCENTRA MED COMPLIANCE	10/13/2023	\$60.00	RAISLEGER PRE-EMPLOYMENT DRUG SCR
69066 CORPORATE NETWORK SOLUTI	10/13/2023	\$179.00	ABC REPLACEMENT BATTERY
69067 CULLIGAN WATER	10/13/2023	\$12.25	50# SOLAR SALT - SR CENTER
69068 CVIKOTA MBS	10/13/2023	\$2,591.23	2023 - SEPTEMBER - EMS COLLECTIONS
69069 EMERGENCY MEDICAL PRODUC	10/13/2023	\$957.39	MEDICAL SUPPLIES
69070 GAGNE FORD, INC	10/13/2023	\$1,049.31	79 REPAIRS
69071 HUNTER SURVEILLANCE SYSTE	10/13/2023	\$662.00	SERVER ISSUES W HUNTER CAMERAS
69072 RENNERT'S FIRE EQUIP SERVIC	10/13/2023	\$682.53	92 FAN SERVICE
69073 ROWEN, KAREN	10/13/2023	\$275.00	DUPLICATE PAYMENT PATIENT AND INSUR
69074 SONDALLE FORD LINCOLN MER	10/13/2023	\$14.50	TIRE REPAIR FOR BEMS
69075 THEDACARE AT WORK	10/13/2023	\$540.75	SUBSCRIPTION 10/23-12/23
69076 UNITED HEALTH CARE -GA	10/13/2023	\$643.49	2023 - DUPLICATE PAYMENT VICTORIA
69077 VIERTEL, CYNTHIA	10/13/2023	\$500.00	2023 - CLOCK TOWER LEASE

CITY OF BERLIN

11/01/23 11:13 AM

Page 2

***Check Summary Register©**

OCTOBER 31 2023

	Name	Check Date	Check Amt	
69078	WASTE MANAGEMENT	10/13/2023	\$27,489.00	2023 - SEPTEMBER - RESIDENTIAL GARBA
69079	WE ENERGIES	10/13/2023	\$19.07	PRINCETON UTILITIES
69080	ZOLL MEDICAL CORP	10/13/2023	\$1,450.28	AED
69081	BAKER & TAYLOR	10/18/2023	\$2,011.19	2 UNITS FOR CUSTOMERS
69082	BREWER HEATING INC	10/18/2023	\$2,193.81	MAINTENANCE AGREEMENT - BPL
69083	COMPLETE OFFICE OF WI	10/18/2023	\$128.97	SUPPLIES FOR THE LIBRARY
69084	GORDON FLESCH	10/18/2023	\$97.32	2023 - SEPTEMBER - COPIES AT LIBRARY
69085	LISA OBRIST	10/18/2023	\$446.25	2023 - SEPTEMBER - LIBRARY CLEANING
69086	MIDWEST TAPE	10/18/2023	\$514.58	2023 - SEPTEMBER - DIGITAL MEDIA
69087	UNIQUE MANAGEMENT SERVIC	10/18/2023	\$81.55	2023 - SEPTEMBER - PLACEMENTS
69088	WINNEFOX LIBRARY SERVICES	10/18/2023	\$28.01	2023 - AUGUST - MANAGEMENT SERVICES
69089	WINNEFOX LIBRARY SYSTEM	10/18/2023	\$167.50	ITEM BARCODES FROM ID LABEL
69090	AMERICAN TEST CENTER	10/20/2023	\$450.00	BUCKET TRUCK INSPECTION
69091	BELLA BY DESIGN	10/20/2023	\$40.00	8 X 10 COOKIE JAR PLAQUE
69092	BRIGHTSPEED	10/20/2023	\$560.29	2023 - OCTOBER - PHONE SERVICE - CITY
69093	CAREW CONCRETE & SUPP CO,	10/20/2023	\$2,470.00	CONCRETE FLOOR
69094	INTERSTATE BATTERIES	10/20/2023	\$15.95	BATTERIES FOR DPW
69095	KUNKEL ENGINEERING GROUP	10/20/2023	\$2,193.44	JOB KU17.1019.00 2023 - AUGUST - PERMIT
69096	OLSON, JOAN A., ATTORNEY	10/20/2023	\$370.21	BOARD OF APPEALS - MEETING 08.21.23
69097	PLANTZ, DENNIS W	10/20/2023	\$251.76	2023 - October - Health reimbursement from re
69098	ASSOCIATED BANK GREEN BAY	10/26/2023	\$475.00	ANNUAL FEE GEN OBLIGATION NOTES
69099	BERLIN JOURNAL NEWSPAPER	10/26/2023	\$592.00	2023 HALLOWEEN AD
69100	BOUND TREE MEDICAL, LLC	10/26/2023	\$1,752.96	MEDICAL SUPPLIES
69101	BREWER HEATING INC	10/26/2023	\$772.88	FALL MAINTENANCE - SENIOR CENTER
69102	CHARTER COMMUNICATION II	10/26/2023	\$239.96	2023 - 10/21-11/20-CITY GARAGE
69103	CITY OF GREEN LAKE	10/26/2023	\$340.78	2023 - JULY - SPECTRUM - GREEN LAKE E
69104	COMPLETE OFFICE OF WI	10/26/2023	\$41.52	TRASH BAGS FOR CITY HALL/BPD
69105	CROOKS, KYLE	10/26/2023	\$100.00	REFUND OF DEPOSIT ON SHELTERHOUSE
69106	CULLIGAN WATER	10/26/2023	\$72.00	WATER DELIVERY FOR GREEN LAKE EMS
69107	DMA-NGWI-CFM-RM	10/26/2023	\$916.00	RENTAL FOR 2024 ELECTIONS OF BERLIN
69108	DEWHURST, DOUG	10/26/2023	\$120.25	REIMBURSE FIRE STAFF TRAINING LUNCH
69109	DTN, LLC	10/26/2023	\$536.00	2023 - NOVEMBER - RADAR CONTROL
69110	FIRE INSPECTION SERVICES IN	10/26/2023	\$1,582.50	2023 - SEPTEMBER - FIRE INSPECTION SE
69111	FORM THE FAMILY	10/26/2023	\$100.00	REFUND OF SHELTER HOUSE DEPOSIT NS
69112	HUGHES, DAN	10/26/2023	\$100.00	REFUND OF SHELTER HOUSE DEPOSIT NS
69113	HUNTER SURVEILLANCE SYSTE	10/26/2023	\$451.55	SENIOR CENTER AUDIO
69114	OTIS ELEVATOR COMPANY	10/26/2023	\$980.00	2023 ELEVATOR INSPECTION
69115	PACK, DALLAS	10/26/2023	\$6.00	COB VS BRANDON JOHANNES WITNESS F
69116	PACK, HAYLE	10/26/2023	\$6.00	COB VS BRANDON JOHANNES WITNESS F
69117	PATCEN	10/26/2023	\$359.10	VIDEO LARYNIGISCOPE BLADES
69118	PRINCETON UTILITIES	10/26/2023	\$204.13	2023 - 08.15-09.15 UTILITIES FOR EMS
69119	RED POWER DIESEL SERVICE	10/26/2023	\$2,714.32	OXY TANK LIFT
69120	RENNERT'S FIRE EQUIP SERVIC	10/26/2023	\$913.93	UNIT 79 REPAIR
69121	RITWAY BUSINESS FORMS	10/26/2023	\$197.01	LASER CHECKS FOR EMS
69122	ULINE SHIPPING SUPPLIES	10/26/2023	\$3,898.11	SHELVING, BINS AND HARDWARE
69123	WAGNER, JOHNATHON	10/26/2023	\$88.18	EMS JACKET
69124	WE ENERGIES	10/26/2023	\$41.97	2023 - SEPT-OCT - ENERGY SERVICE
69125	WI DOR	10/26/2023	\$1,206.57	2023 WAUSHARA CO MANUFACTURING AS
69126	WPRA	10/26/2023	\$300.00	2024 ANNUAL CONFERENCE REGISTRATIO
69127	WURTZ LAW OFFICE	10/26/2023	\$875.00	SPECIAL PROSECUTION
69128	LUDOLPH, TIM	10/26/2023	\$147.74	RE & ECONOMIC OUTLOOK SUMMIT
69129	WPRA	10/26/2023	\$150.00	MEMBERSHIP RENEWAL -REBECCA BAYS
Total Checks			\$180,917.04	

CITY OF BERLIN

11/01/23 11:16 AM

Page 1

*Check Summary Register©

OCTOBER 31 2023

Name	Check Date	Check Amt	
11161 UTILITY CASH - FNB			
16742 MARTELLE WATER TREATMENT	10/4/2023	\$2,758.08	SODIUM HYPOCHLORITE
16743 PUBLIC SERVICE COMM OF WIS	10/4/2023	\$1,096.47	INTEREST PAYMENT ON LOAN
16744 SOBIESKI, RICHARD L	10/4/2023	\$30.00	STRAW BAILS FOR WWTP
16745 U S CELLULAR	10/4/2023	\$351.48	MONTHLY SERVICE CHARGES 9/16/23 - 10/
16746 U S POST OFFICE - POSTMASTE	10/4/2023	\$763.57	OCTOBER MONTHLY BILLING
16747 WALTCO INC	10/4/2023	\$913.22	PICK-UP SAMPLES FOR BADGER LABS
16748 WI ENVIRONMENTAL IMPROVE	10/4/2023	\$5,370.46	LOAN PAYMENT
16752 FARMERS & MERCHANTS BANK	10/12/2023	\$96,000.00	TOWER/ERF WATER/ERF SEWER
16753 NIGBOR, STEVEN	10/18/2023	\$67.74	Utility Billing Credit Refund
16754 BERLIN CITY TREASURER	10/12/2023	\$728.77	UTILITY GAS & DIESEL
16755 BRIGHTSPEED	10/12/2023	\$62.18	LOCAL SERVICE OCT 9 - NOV 8, 2023
16756 CAREW CONCRETE & SUPP CO,	10/12/2023	\$1,317.25	CONCRETE UTILITY PATCHES ON JUNE ST
16757 CERTIFIED SCALE	10/12/2023	\$131.00	ANNUAL CALIBRATION OF ALL SCALES
16758 CINTAS	10/12/2023	\$366.12	MOP & PARTS/MATS
16759 CRANE ENGINEERING SALES IN	10/12/2023	\$60,108.57	SERVICE-BOM- GORMAN RUPP PUMP
16760 CUMMINS SALES AND SERVICE	10/12/2023	\$2,497.46	FULL SERVICE W/ BATT R&R - D190557459
16761 EHLERS INC	10/12/2023	\$7,500.00	CONVENTIONAL APPLICATION FILED WITH
16762 ELECTRIC MOTOR SERVICE	10/12/2023	\$181.68	US ELECTIC OPEN BLOWER MOTOR/SERVI
16763 FERGUSON WATER WORKS #14	10/12/2023	\$3,787.72	3" MACH 10 R9001, 12" LENGTH C/F
16764 HAMILTON'S SHOES	10/12/2023	\$249.95	LACROSSE KNEE BOOT-MATT THOM
16765 MARTELLE WATER TREATMENT	10/12/2023	\$5,853.44	LIQUID ALUMINUM SULFATE
16766 RIDGE STONE PRODUCTS, INC	10/12/2023	\$206.69	3/4" CLEAR LIMESTONE
16767 STRAND ASSOCIATES, INC	10/12/2023	\$18,200.00	PROFESSIONAL SERVICES 9/1/23 - 9/30/23
16768 THE LADYBUG FLORAL & GIFTS	10/12/2023	\$52.75	PLANT FOR DONNA SOBIESKI
16769 THOM, MATTHEW	10/12/2023	\$80.00	ASSESSMENT: MATT THOM WW LABORAT
16770 BADGER LABORATORIES INC	10/26/2023	\$1,921.20	BOD/SS/TP/AMMONIA/NITRATE
16771 BERLIN CITY TREASURER	10/26/2023	\$28,826.58	OCTOBER 2023 PAYROLLS
16772 FERGUSON WATER WORKS #14	10/26/2023	\$845.00	LF 2 CC X COMP BV CORP
16773 JON LUNDT ELECTRIC, INC	10/26/2023	\$193.25	LAMPS
16774 PUBLIC SERVICE COMM OF WIS	10/26/2023	\$1,524.30	PSC ASSESSMENT - WATER RATE CASE
16775 WEST SIDE GARAGE	10/26/2023	\$95.43	2022 CHEVY SILVERADO
16776 WISCONSIN RURAL WATER ASS	10/26/2023	\$55.00	B MALNORY - NUTRIENT REMOVAL-TOTAL
Total Checks		\$242,135.36	

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

Name: RONALD ROSS

Address: 521 MAPLE RIDGE RD.

Phone: Day (920) 290-0727 Evening (920) 290-0727

E-mail address: RONROSSWE@GMAIL.COM

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

Area of Interest:

- | | |
|--|---|
| <input checked="" 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 checked="" type="checkbox"/> Common Council Vacancy, Ward # <u>2</u> (NEXT year) |
| <input checked="" type="checkbox"/> Police & Fire Commission | <input checked="" type="checkbox"/> Community Development Authority |
| <input type="checkbox"/> Water & Sewer Commission | <input type="checkbox"/> Housing Task Force |
| <input checked="" type="checkbox"/> Zoning Board of Appeals | <input type="checkbox"/> Library Board |
| <input type="checkbox"/> Other _____ | |

Applicant Questions (attach additional sheets if necessary)

1. Do you have any issues with attending meetings at the specified times? (See Meeting Schedule)
THIS DEPENDS IF MEETINGS ARE CONSISTENT. FROM FEBRUARY - SEPTEMBER I WOULD TRY MY BEST. IN OUR OFF-SEASON I SHOULD BE ABLE TO MAKE ALL MEETINGS
2. Please indicate why you are interested in serving on any of the above Board, Committee or Commission: I'VE BEEN A MEMBER OF THE COMMUNITY SINCE I WAS A KID, WE ARE RAISING OUR FAMILY, WE RUN A VERY BUSY BUSINESS... WOULD LIKE TO GIVE BACK A LITTLE WHEN WE HAVE TIME.
3. What knowledge, experience, or abilities do you have that would make you an effective board member: GREAT LEADERSHIP AND BUSINESS SKILLS. MY WIFE AND I OWN SHEPARD'S DEWEEN. I HAVE AN ASSOCIATES DEGREE IN CRIMINAL JUSTICE AND ATTENDED FOXVALEY TECH RECRUIT ACADEMY IN 2010. IM GOOD AT PROBLEM SOLVING AND LISTENING TO OTHER IDEAS.
4. Please provide any additional information for consideration: MY FREE TIME DURING THE SHEPARD'S SEASON IS LIMITED BUT OPEN DURING THE OFF-SEASON. BEING A BUSINESS OWNER AND RAISING A FAMILY IN OUR CITY HAS MADE ME COME TO THE DECISION TO GET MORE INVOLVED IN THE DECISION MAKING PROCESSES OF OUR GREAT CITY.

To: Common Council

Date: November 14, 2023

RE: TID Façade and Building Improvement Program

From: City Administrator

We have received two applications for the TID Façade Improvement Program.

- Fungi Fusion LLC \$15,000 Building, \$5,000 Façade
- Fox River Property Management \$15,000 Building

The estimated TID balance is \$131,190.



City of Berlin TID # 15

Building Improvement Program Application

Applicant Information:

Name(s): Christopher + Alexandra Rogers

Phone # (cell): 920-290-1358 (home): 920-290-1400 (work): _____

Residential Address (street, city, state, zip): 113 S. Church St

Email: chrisarogers@live.com andirog@cheerful.com

Business Information:

Business Name: Fungi Fusion LLC

Business Address: 120 N Brooklyn St

Business Phone #: _____

Type of Business: _____

Check One: _____ Individual _____ Partnership _____ Corporation

Name of Partners/Corporate Officers: _____

Property Owner:

☒ Check if the same as Applicant

Name(s): Christopher and Alexandra Rogers

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

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

Email: _____

Project Information:

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

clean out building, insulate, update electrical, update plumbing, update interior walls - Install HVAC and other needs to reach code.

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

This property has been basically empty and without utilities for around 30 years, our goal is to get the building back up to code as a usable facility and improve and support the revitalization of Berlin.

Estimated start date: 3/24 Estimated completion date: 12/24

Project Budget:

Total Cost:

approximately \$45,000

Total Cost requesting from building program:

\$15,000

Source of other funding:

Personal Financing and BCDC loan

Applicant(s) signature(s):

X



Date: 10/25/23

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

Date received in Clerk's Office: 11-6-2023

Received by: SR

Date of Next CC meeting: 11-14-2023

Interior



Tuscan® Michigan 2-Piece White Tall Elongated Toilet

White

SKU: 6704580

Model #: Z22E16S18246

1

\$109.00

\$109.00/each



Polar Plastics 12' x 100' 6-mil Clear Poly Plastic Sheeting

Clear

SKU: 5680280

Model #: 5680280

Return Policy - Special Order Merchandise

1

\$73.95

\$73.95/each



Mr. Heater® 200,000 BTU Big Maxx Natural Gas Commercial Garage Heater

SKU: 6350034

Model #: F263063

Return Policy - Special Order Merchandise

1

\$1,399.99

\$1,399.99/each



Commander® 36"W x 80"H Primed Steel Flush Exterior Door System - Left Inswing

Primed Steel - Left Inswing

SKU: 4141075

Model #: 4141075

3

\$597.00

\$199.00/each



R-15 EcoRoll® Kraft Faced Fiberglass Insulation Roll 3-1/2" x 15" x 18'

Natural Light Brown

SKU: 1616080

Model #: 613155

106

\$1,986.44

\$18.74/each

Was: \$22.05



Get FINAL Volume Pricing of

\$16.68 each after mail-in rebate

when you buy 20 units or more today!



R-7.5 (15 psi) Owens Corning® FOAMULAR® 150 Extruded Polystyrene Foam Board Insulation 1-1/2" x 4' x 8' -

Scored Square Edge

Scored Square Edge

SKU: 1631274

Model #: 654955

75

\$2,256.75

\$30.09/each

Was: \$32.99



Get FINAL Volume Pricing of

\$26.78 each after mail-in rebate

when you buy 32 units or more today!



My Store:
OSHKOSH, WI
2351 WESTOWNE AVE
OSHKOSH, WI 54904
Printed: 11/5/2023 Sunday: 8:00 AM to 8:00 PM

icated to Service & Quality™

Product	How to Get It	Qty	Total Price
---------	---------------	-----	-------------



Seal-Krete® Epoxy-Seal™ Satin Slate Gray Low-VOC Concrete & Garage Floor Paint - 5 gal.
Slate Gray
SKU: 5512590
Model #: 351217

1

\$154.98

\$154.98/each



Mohawk® Majesty Moon Shadow Sheet Vinyl 12 ft. Wide
Moon Shadow
SKU: 7291108
Model #: U9450.549KV85P144

Size:

W: 12' 0" x L: 30' 0"

1

\$482.40

\$482.40/each

Was: \$500.40



Mustee® Durastall 32"W x 32"D x 76"H White Shower with Center Drain (4-Piece)
SKU: 6718400
Model #: 80

1

\$359.00

\$359.00/each



Plumb Works® Two-Handle 4" Centerset Chrome Bathroom Faucet
Chrome
SKU: 6737093
Model #: 011PW42112CP

1

\$29.98

\$29.98/each



MagickWoods Elements Brighton 24"W x 21-3/4"D Matte White Bathroom Vanity Cabinet
Matte White
SKU: 6054618
Model #: 30020

1

\$229.99

\$229.99/each



Tuscany® 25"W x 22"D Tan Brown Granite Vanity Top with Oval Undermount Bowl
Tan Brown
SKU: 6072416
Model #: TAN25224

1

\$179.99

\$179.99/each



Duck Coat DrySeal Premium Rubberized Foundation Coating and Waterproofer - 4.75 gal.
SKU: 1536011
Model #: 1536011

28

\$2,015.72

\$71.99/each



Grip Fast® #6 x 1-5/8" Phillips Drive Flat Head Coarse Thread Drywall Screw - 25 lb. Box
#6 x 1-5/8" - 25 lb.
SKU: 2292827
Model #: 2292827
Return Policy - Special Order Merchandise

1

\$79.89

\$79.89/each



1/2 x 4 x 8 Plaster Board
SKU: 1311316
Model #: 1311316

75

\$840.00

\$11.20/each



Loctite® Power Grab® All Purpose Paneling & FRP Construction Adhesive - 1 gal.
White
SKU: 5202203
Model #: 2082702

20

\$999.80

\$49.99/each

DPI™ Smooth 4' x 8' White Wall Panel
White
SKU: 5071063
Model #: 300

150

\$2,998.50

\$19.99/each



7/16 x 4 x 8 OSB
7/16 x 4 x 8
SKU: 1242728
Model #: 1242728-2

75

\$1,108.50

\$14.78/each



Richmond® Encore® Super High Efficiency 9.5 GPM Tankless Natural Gas Water Heater with Wi-Fi
SKU: 6831166
Model #: RMTGH95DVELN-3

1

\$1,399.00

\$1,399.00/each



Advance Tabco Utility Sink-16 gauge-Double Bowl-Stainless Steel- Floor Mount

Model #: 4-2-36

Return Policy - Special Order Merchandise

1

\$1,160.25

\$1,160.25/each



2 x 6 x 12' Construction/Framing Lumber

2x6x12

SKU: 1021774

Model #: 1021774

162

\$1,307.34

\$8.07/each



Save BIG With your Menards®

BIG Card

Earn a 2% rebate on all Menards® purchases or take advantage of financing offers when you use your Big Card.

Order Summary

Merchandise Subtotal: \$19,768.47

Shipping Charges: Calculated During Checkout

Pretax Subtotal \$19,768.47

* Online price may differ from your local Menards®.

**** Please Note:**

Prices, promotions, styles and availability may vary by store and online. Inventory is sold and received continuously throughout the day; therefore, the quantity shown may not be available when you get to the store. This inventory may include a store display unit. Online orders and products purchased in-store qualify for rebate redemption. Rebates are provided in the form of a Menards®

Merchandise Credit Check valid towards purchases at any Menards® retail store. Not valid for purchases on MENARDS.COM®

Listed price and availability are subject to change. For the most up-to-date information, review your lists at MENARDS.COM®

Saved For Later (6 items)

Product

Price Per Item

[Get a FREE Estimate](#)
[Home](#) / [Remodeling Costs](#) / [Cost of Spray Foam Insulation](#)

Cost of Spray Foam Insulation

Spray foam insulation costs vary depending on factors such as the size of the area to be insulated and the type of foam used.

On average, expect to pay between \$1.50 and \$3 per square foot for professional installation. It is recommended to get quotes from multiple contractors for accurate pricing information.

As an experienced licensed home improvement contractor, I know first hand what it should cost for various levels — from Basic, Better, and of course the best. The Spray Foam Insulation cost estimator will provide you with up to date pricing for your area.



To use this spray foam calculator:

1. Basic= 1" inch thick of coverage wall/attic
2. Better= 2" inches thick of coverage wall/attic
3. Best= 3" inches of thick coverage wall/attic

SPRAY FOAM INSULATION COSTS	ZIP CODE	SQ. FT.	Update	
	54923	3960		
	Basic	Better	Best	
Spray Foam Insulation – Material	\$3960.00 -	\$7128.00 -	\$13860.00	
Prices	\$6336.00	\$10296.00	\$15840.00	

	\$19008.00	\$24156.00	\$33660.00
Spray Foam Insulation – Total			
Average Cost per square foot	\$3.95	\$5.45	\$7.88

How Much Does Spray Foam Insulation Cost?

Spray foam is available in two different types: **open-cell spray foam** which is usually **\$1.00 to \$1.20** per square foot and **closed-cell spray foam** which is about **\$1.25 to \$1.50** per square foot (1" by 12" x 12" area of coverage). The average cost to have spray foam professionally installed is about **\$6,320** for a 1,600 sq. ft. home.

Best Places To Use Spray Foam Insulation

Spray foam insulation has many uses and often thought as, the ultimate insulator for your home. However, installing spray foam insulation is much more costly than its predecessors and should be taken into consideration when remodeling your home or new construction budget.

However, in the long-run, the costs vs value over traditional insulation outweighs the costs with yearly savings. Where to use spray foam insulation? To get the most value and stretch your dollars, choose these areas:

1. **Attic and Crawl Space:** Spray foam the attic deck (ceiling joists) to completely seal any air leaks from the lower rooms in your home.
2. **Exterior wall framing:** Have all exterior walls spray foamed to help eliminate any drafts you feel around windows, doors, and mechanicals.

How Does Spray Foam Insulation Work?



City of Berlin TID # 15

Façade Improvement Program Application

Applicant Information:

Name(s): Christopher + Alexandra Rogers
Phone # (cell): 920-290-1358 (home): 920-290-1400 (work): _____
Residential Address (street, city, state, zip): 113 S. Church St
Email: chrisarogers@live.com andirog@cheerful.com

Business Information:

Business Name: Fungi Fusion LLC
Business Address: 120 N Brooklyn St.
Business Phone #: _____
Type of Business: _____
Check One: _____ Individual _____ Partnership _____ Corporation
Name of Partners/Corporate Officers: _____

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):

- parking lot drainage + tuck pointing on brick
- general curb appeal improvements such as paint + repairs to structure / entrance

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

This work would Promote Blight Elimination and prevent further deterioration

Estimated start date: 3/24 Estimated completion date: 12/24

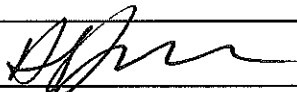
Project Budget:

Total Cost: \$15-20,000

Total Cost requesting from façade program: \$5,000

Source of other funding: personal financing

Applicant(s) signature(s):



Date: 10-25-23

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

Date received in Clerk's Office: _____

Received by: _____

Date of Next CC meeting: _____



@My Store:
OSHKOSH, WI
2351 WESTOWNE AVE
OSHKOSH, WI 54904
Printed: 11/5/2023 Sunday: 8:00 AM to 8:00 PM

Exterior

Product	How to Get It	Qty	Total Price
---------	---------------	-----	-------------



Northview Hemlock 43"W x 20"H White Vinyl Ranch Window
White Vinyl Exterior/Interior
SKU: 4032140
Model #: NVC4320W

4

\$799.96

\$199.99/each



JELD-WEN® Custom-Sized Double Hung Window with Nailing Flange (Best)
White
Model #: MOLSBBMVDH
Return Policy - Special Order Merchandise

Size:

W: 48" x H: 53"

3

\$1,574.13

\$524.71/each



JELD-WEN® Custom-Sized Left Slider Window with Nailing Flange (Best)
White
Model #: MOLSBBMVSL
Return Policy - Special Order Merchandise

Size:

W: 48" x H: 36"

1

\$363.77

\$363.77/each



Grip Fast® #8 x 2" Star Drive Yellow Zinc Flat Head Construction Screw - 5 lb Box
SKU: 2303190
Model #: 230-3190

1

\$23.99

\$23.99/each



2 x 6 x 10' Construction/Framing Lumber
2x6x10
SKU: 1021761
Model #: 1021761

15

\$100.80

\$6.72/each



Pro-Grip® #10 x 1" Wood Grip Hex Drive Brite Red Pole Barn Screw - 5 lb
Brite Red
SKU: 2301626
Model #: Brite_Red_2301626-14
Return Policy - Special Order Merchandise

1

\$59.99

\$59.99/each



For your convenience,
this product can be picked up at the plant



Pro-Grip #10 x 2" Wood Grip Hex Drive Brite Red Pole Barn Screw - 5 lb

Brite Red
SKU: 2301684
Model #: Brite_Red_2301684-14
Return Policy - Special Order Merchandise

1

\$59.99

\$59.99/each



For your convenience,
this product can be picked up at the plant



36" Premium Pro-Rib® Brite Red Steel Panel

Brite Red
SKU: 1559042
Model #: Brite_Red_1559042-14
Return Policy - Special Order Merchandise

5 - 7 ft. 8 in.

5

\$182.10

\$36.42/each



For your convenience,
this product can be picked up at the plant



Ideal Door® Commercial 12' x 10' White Insulated Garage Door with Windows (R-Value 18.4)

White
SKU: 4252904
Model #: 4252904
Return Policy - Special Order Merchandise

1

\$2,299.99

\$2,299.99/each



Mastercraft® 36"W x 80"H Primed Steel Half Lite Exterior Door System - Right Inswing

Primed Steel - Right Inswing
SKU: 4140324
Model #: 4140324

3

\$960.63

\$320.21/each

Was: \$337.00



Mastercraft® Embossed 72"W x 80"H Primed Steel 6-Panel Exterior Double Door System - Right Inswing

Primed Steel - Right Inswing
SKU: 4129956
Model #: 4129956
Return Policy - Special Order Merchandise

1

\$835.00

\$835.00/each



16' 3" Brite Red Steel J-Trim

Brite Red
SKU: 1566433
Model #: Brite_Red_1566433-14
Return Policy - Special Order Merchandise

6

\$97.74

\$16.29/each



For your convenience,
this product can be picked up at the plant



Crystal Vision® 8 Channel 6 Camera 1080p HD 2 TB
Wi-Fi Wireless Security Camera Kit
SKU: 3000102
Model #: CVT808N-2140C

\$449.99

/each



Patriot Lighting® LED Dusk-to-Dawn Outdoor Security
Area Light
SKU: 3569307
Model #: Z-XY-BL-200

\$99.99

/each



Steel J-Trim
SKU: 1566433
Model #: Brite_Red_1566433-14

\$16.29

/each



Mastercraft® Primed Steel 6-Panel Exterior Double
Door System
SKU: 4129956
Model #: 4129956

\$835.00

/each



Mastercraft® Primed Steel Half Lite Exterior Door
System
SKU: 4140324
Model #: 4140324

\$337.00

/each



Ideal Door® Commercial White Garage Door with
Windows (R-Value 18.4)
SKU: 4252904
Model #: 4252904

\$2,299.99

/each

Customers also bought

Total from all 3 pages
\$ 11,396.35



City of Berlin TID # 15

Building Improvement Program Application

Applicant Information:

Name(s): Wingate Barracough

Phone # (cell): 208 771 4568 (home): _____ (work): _____

Residential Address (street, city, state, zip): N9525 32nd Dr

Email: smile41@yahoo.com

Requested for 108 W. Huron St

Business Information:

Business Name: Fox River Property Management

Business Address: N9525 32nd Dr

Business Phone #: 208 771 4568

Type of Business: Property Management / Retail / Mixed Use

Check One: _____ Individual _____ Partnership X Corporation

Name of Partners/Corporate Officers: 1

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):

Replace roof

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

Preserve integrity, maintainability of building

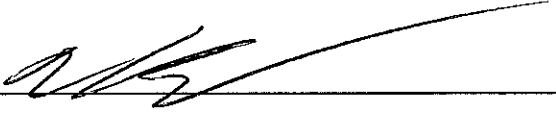
Estimated start date: hopefully before winter Estimated completion date: _____

Project Budget:

Total Cost: \$44,103.44

Total Cost requesting from building program: max 15,000

Source of other funding: Personal

Applicant(s) signature(s): 

Date:

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

Date received in Clerk's Office: 10/10/2023

Received by: SR

Date of Next CC meeting: _____



Security Luebke Roofing Commercial
3921 E Endeavor Dr
Appleton, WI 54915
Phone: 920-766-7904

Fax: 920-766-9213

09/21/2023

Company Representative
Scott Jupp
Phone: (920) 358-3055
sjupp@920roofing.com

Fox River Property Management 108 Huron Street
Fox River Property Management
108 West Huron Street
Berlin, WI 54923
(208) 771-4568

Job: Fox River Property Management 108 Huron Street

Low Slope Roofing Commercial Section

Scope Of Work

Scope of work

Roof replacement plans include the following:

- An OSHA approved site protection plan.
- Recovery of the old roof membranes using a new, mechanically fastened 36 mil FiberTite roof assembly over 1/2" Recovery Board.
- All seams and flashings will be cleaned and hot air welded with our robotic welder.
- During the project all existing insulation and deck conditions will be inspected for moisture and structural damage. Since these conditions are concealed and are not quantifiable before the roof membrane is removed, any needed repairs would be reported immediately and a change order would be requested. Any remediation would be performed on a time and material basis using our preferred rates of \$90.00 per hour of service labor and materials would be billed at cost plus 15%.
- At walls and penetration flashings a matching, a new, fully adhered 36 mil flashing system will be provided. All penetrations will be secured with a termination bar and sealed to comply with the manufacturer specifications.
- At perimeters our plan includes new 24 gauge prefinished steel trim
- Walkway is planned at any entry points to this roof section.
- New Polycarbonate skylights are proposed for this project.
- A 5 year SLR workmanship guarantee.
- A 20 year FiberTite material manufacturer's guarantee.

Contact Info

Membrane

FiberTite, 36 mil KEE - Off-White 100'x120'

Membrane Accessories

FT Edge Stripping - 6"x100'

FT Universal Corner (Off-White)

FT Molded Boot, 0.75"-6" (Off White)

FT 60 mil unsupported flashing 4'x24'

FT Split-Pipe Seal 0.75"-3"

Insulation

Fanfold 1/2" (RM 9/11/2023)

Fasteners

FT #15 Magnum Fastener, 6"

FT #14 Fastener, 6" (Insulation)

FT #14 Fastener, 2" (Insulation)

FT Membrane Stress Plates, Magnum 2S (2.375")

Fibertite Plates - 3" Insulation
Masonry Anchor, 7/8" x 3/16"
Zamac Masonry Fastener - 1 1/2"x1/4" (100 Cnt)
Termination Bar (10')

Lumber

Lumber CDX 1/2" Plywood
Lumber 2x8x10

Fabricated Metal

Fiberclad

Sealants, Adhesives, Cleaner

Vulkem 116 Polyurethane Sealant (10.1 oz)
FTR-190e (For Membrane, 5 gal.)
Acetone

Misc.

Delivery Charge
Equipment Delivery
Permit
Toilet Service
Dumpster- Large (<60sq)
Warranty - SLR 5yr
Fibertite Material Warranty 20yr
Parking/sign rental costs
Safety Flags

Labor

Low Slope, Crew Labor Charge per Hour
Low Slope, Foreman Labor Charge per Hour
Fabrication & Installation
Pre Job Inspection

Approximate Project Schedule

Times may need to be adjusted based on current volume, weather, and/or product availability.
A more accurate lead time can be presented after Signature is received and order has been Approved by production.

Proposal Date

Presented Proposal expires on:

Lead Time

\$38,929.67

Skylights

Skylights

\$4,333.33

Sub Total	\$43,263.00
Tax	\$840.44
TOTAL	\$44,103.44

APPROXIMATE PROJECT SCHEDULE

1. AT TIME OF PROPOSAL: Dated - _____. Lead Time - _____
2. Times may need to be adjusted based on current volume or product availability.
3. A more accurate lead time can be presented after Signature is received and order has been Approved by production.

TERMS AND CONDITIONS

1. Additional necessary repairs charged at \$95 per man hour and materials +20%. This includes possible hidden conditions such as deteriorated roof decking, hidden shingle layers, flashing problems, other rotted wood, etc.
2. 30% non-refundable down payment is required to secure the signed contract. Remainder is due upon completion.
3. The contractor is granted access to the building and property with trucks and equipment for lifting and lowering material. The owner grants permission and is responsible for damage caused to the driveway, sidewalk and landscaping by access to the building, property, and roof for these activities.
4. No warranties shall be issued until full payment is received. If payment is not made when due, interest, cost of collection, and attorney fees shall be added to the unpaid balance. Interest shall accrue at the rate of 1.5% per month on the unpaid balance after 30 days.
5. SLR imposes a processing fee of 3% on the transaction amount of any credit card payments made to SLR. Customer specifically authorizes SLR to charge their credit card 3% of the transaction amount for the payments made by credit card.

LIEN RIGHTS NOTIFICATION

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, SECURITY-LUEBKE ROOFING, INC. HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS 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 UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY. BUILDER AGREES TO COOPERATE WITH THE OWNER AND HIS LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

If this Notice is attached to a written contract between the parties as owner and prime contractor, it becomes a part of the contract.

WARRANTY RIGHTS NOTIFICATION

1. Security-Luebke Roofing, Inc. shall present manufacturer warranties for specific material when specified in the contract. Owners are responsible for registration and execution of each.
2. Security-Luebke Roofing, Inc. shall provide a written limited workmanship warranty when specified in the contract.
3. Overdue balances shall suspend warranty rights until paid. Lapsed time shall not increase the length of any warranty or service agreement.
4. No other warranties are expressed or implied.

PRICE INCREASE LANGUAGE

Should it become necessary or proper for SLR, during the term of this Agreement, to make any change in design, materials, price, or any alterations

that will increase price, SLR will notify Customer immediately. Price increases must be approved by Customer; however, if Customer does not approve any price increases within five(5) business days, SLR shall have the right in its sole judgment to cancel the contract without penalty.

RIGHT TO CURE

Consistent with Wis. Stat. 101.148, SLR has provided you with a pamphlet explaining SLR's Right to Cure and/or remedies under state law.

FORCE MAJEURE

Any delay or failure in the performance by SLR hereunder shall be excused if and to the extent caused by the occurrence of a force majeure. For purposes of this Agreement, force majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the party claiming force majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labor strikes, and other like events that are beyond the reasonable anticipation and control of SLR thereby, despite such SLR's reasonable efforts to prevent, avoid, delay or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a SLR's failure to perform its obligations under this Agreement.

e-Signed by Scott Jupp

Company Authorized Signature

09/21/2023

Date

e-Signed by Fox River Property Management 108 Huron Street

Customer Signature

09/21/2023

Date

To: Common Council

From: Police Chief Pulvermacher
Police Department Staff

RE: Vicious Dog Determination

Date: 10/06/2023

Background:

Berlin resident Ashley Anderson is appealing the determination that her dog, Kai, is a vicious dog under City Code Section 10-10. I have attached the relevant city ordinances relating to the definition of a vicious dog and what those behaviors entail.

Case History:

Incident #1: 05/29/2023

Officer Bennett responded to a report of a dog fight at Riverside Park. Person A stated he was walking his dog "Buddy" when A. Anderson's dog, Kai, attacked Buddy unprovoked. Person B at the scene was a vet tech and a witness, confirmed that is what appeared to happen and observed there were no puncture wounds on Buddy. Person A stated he believed Kai bit his owner in her attempt to break apart the dogs. A. Anderson was located at ThedaCare Berlin, where she was being treated for a dog bite. A. Anderson was warned for having a dog at large, failure to have dog licensed, assault/attack or bite violation with a quarantine order. A. Anderson was able to submit Kai's vaccination information the following day.

Incident #2: 09/21/2023

Officer Schmidt responded to a report of a dog fight at the Carriage Apartments on N. Washington St. Person A stated Kai was outside when she attempted to bring her dog "Lincoln" outside. According to Person A, Kai ran up to Lincoln and bit him. Officer Schmidt was able to observe a visible mark on Lincoln's neck. Person A informed Officer Schmidt this was not the first time Kai had been aggressive towards Lincoln and stated two other incidents. Person A also showed Officer Schmidt where some hair from Lincoln remained in the front area of the building. Officer Schmidt made contact with A. Anderson who confirmed the two animals did get into a physical confrontation but were separated quickly. A. Anderson asked a neighbor across the hall over to state Kai is a good dog who interacts well with other dogs. The following day, A. Anderson provided photos to Officer Schmidt of markings on Kai's head and neck.

On 09/25/2023 Officer Schmidt determined the dog, Kai, was a vicious dog under 10-10 for biting A. Anderson and Lincoln and a letter was mailed to A.A. informing her of such status.

Ashley Anderson has appealed that decision and following the city ordinances is her evidence.

Berlin Police Department
LAW Incident Table:

4059
Page: 1

Incident
Incident Number 23BPD1128 Nature Animal Problem
Case Number Image
Address RIVERSIDE PARK
City BERLIN State WI ZIP 54923
Area CBER CITY OF BERLIN Contact HAILEY

Complainant
Numbr 170087
Last FERRON Fst HAILEY Mid ANN
DOB 08/18/90 SSN - - Adr N1142 CTH E
Race W Sx F Tel () - Cty REDGRANITE ST WI ZIP 54970

Details
Offense/Statute ANPR
Reported ANPR Observed

Circumstances
Rspndg Officers MBennett
Rspnsbl Officer MBennett Agency BLPD CAD Call ID C230351
Received By SHolick Last RadLog 09:14:47 05/29/23 CMPLT
How Received 9 911 Line Clearance X Closed by Records
When Reported 08:54:18 05/29/23 Disposition CLO Disp Date 05/30/23
Occurrd between 08:50:55 05/29/23 Judicial Sts
and 08:50:55 05/29/23 Misc Entry
MO

Narrative
Narrative (See below)
Supplement (See below)

=====

INVOLVEMENTS:

Type	Record #	Date	Description	Relationship
NM	87155	/ /	DANE, STEVEN DAVID	Involved
NM	153962	/ /	ANDERSON, ASHLEY SUE	Involved
NM	170087	/ /	FERRON, HAILEY ANN	*Complainant
VH	143950	/ /	SIL 2006 CHEV SILVERAD IL	Vehicle Involved
CA	C230351	05/29/23	08:54 05/29/23 ANIMAL PROBLEM	*Initiating Call

LAW Incident Offenses Detail:

Seq Code	Offense and Statute Codes	Statute Code	Amou
1	ANPR Animal Problem		0.00

LAW Incident Responders Detail
Responding Officers

Seq	Name	Unit
1	MBennett	249

Main Radio Log Table:

Time/Date	Typ	Unit	Code	Zone	Agnc Description
09:14:47 05/29/23	1	249	CMPLT	CBER	BLPD incid#=23BPD1128 Compl
09:13:32 05/29/23	1	249	I	CBER	BLPD dane, stephen d 10 17
09:12:40 05/29/23	1	249	2	CBER	BLPD
09:04:04 05/29/23	1	249	ARRVD	CBER	BLPD incid#=23BPD1128 River
08:54:25 05/29/23	1	249	ENRT	CBER	BLPD incid#=23BPD1128 Enrou

Narrative:

On Monday, May 29th, 2023, I, SRO Michael D Bennett was assigned Patrol Officer duties for the City of Berlin Police Department between the hours of 8:00 AM until 4:00 PM. At approximately 8:55 AM, dispatch advised of a dog fight that occurred at the Water St and Cumberland St intersection at Riverside Park, which is located in the City of Berlin, Green Lake County, Wisconsin. Dispatch advised the caller Hailey A Ferron, DOB: 8/18/1990 informed them the female and the biting dog left the scene in a Silver, Chevy Silverado bearing Illinois registration plates 3058011B. Dispatch advised the other dog and its owner were still on scene at Riverside Park.

Upon arrival, I met with Hailey and Steven D Dane, DOB: 10/17/1965. Hailey advised me she witnessed this dog fight incident and advised that Steven's dog "Buddy", a 6-year-old, Male, Rottweiler and Black Lab mix, black and brown in color was attacked unprovoked by a white and black Pitbull type dog. Hailey advised she was a veterinarian assistant and looked over Steven's dog and did not observe any puncture wound or bite marks on the dog.

Steven stated he was walking his dog up Water St towards Riverside Park and was avoiding the female and her dog the entire time. He said the other dog was walking with its owner, when it suddenly attacked "Buddy". Steven advised he moved away from the fight because he did not want to get injured, but the other owner came in and retrieved her dog. Steven said while doing so, the other owner got bit by her dog and shortly after her dog released, they got into the above listed vehicle and drove away. Hailey advised she informed the woman that she was a vet and would want to get the dog checked out along with the bite she sustained during the fight, but the owner said "hell no" and left the scene.

I advised Steven the owner of the other dog was not coming up in the in house Spillman check and I did not have a way of contacting her. I informed Steven he may want to consider taking his dog to the vet to get a series of booster shots.

Steven informed me his dog was properly vaccinated. Steven informed me he was not injured and stated again that when this incident took place, he backed away from the dogs. I thanked Steven and Hailey for their information and cleared from the scene.

At approximately 10:55 AM, dispatch advised the other owner Ashley S Anderson, DOB: 7/29/1993 called to report that she was at ThedaCare Walk-in Clinic in Berlin. Dispatch advised she reported to be involved in a dog bite that occurred around 8:50 AM.

Upon arrival at the Walk-in Clinic, I met with Ashley, who had just been cleaned up and had a wrap on her Right-hand pointer finger. Ashley advised she sustained the injury when she tried separating her dog from the other dog while walking at Riverside Park. Ashley advised she did not require stitches; the doctor just cleaned the wound and put gauze on it to heal it. She advised she was given prescription antibiotics, which she would go pick up, but stated she would be able to be reached at a later time to go over Quarantine paperwork.

I met with Ashley at her apartment, which is located at 260 N Washington St #103 to go over Quarantine paperwork and give her Animal Licensing and Regulation Warnings as well as the Green Lake County Animal Bite/Quarantine Order paperwork.

I advised Ashley I would be warning her for Animals running at large, dog license required, assault/ attack / bite violation and the quarantine order. Ashley stated she understands what she needs to do to get her dog licensed in the City of Berlin. She stated she understood the rest of the warnings as well.

I completed Quarantine paperwork with Ashley for her white and black spotted, Doggo Argentino, Male, 8-year-old, named "Kai". Ashley stated her dog was vaccinated, but she does not have the vaccination paperwork. I advised her that until she was able to provide that paperwork; I would be checking the box that says the dog is not vaccinated. I informed her of the quarantine process and advised it would be crucial for our police department to get that paperwork before she begins the process. Ashley advised she would call the Oshkosh Animal Hospital in the morning to obtain that information and bring the paperwork into the Berlin Police Department, so the appropriate box could be checked off. I advised Ashley that she needed to get the dog to her vet for its first appointment tomorrow before 9:00 AM, or she could receive citations for not following the quarantine order. Ashley stated she understood and said she had no further questions or information. I left Ashley with all of her copies of the paperwork and brought the police department copies back to be scanned into this case.

I have no further information.

End of Report

BENNETT #249
MDB 5/29/2023

Law Supplemental Narrative:

Supplemental Narratives

Seq	Name	Date	Narrative
-----	------	------	-----------

1	CKrause	08:56:32 05/30/23	
---	---------	-------------------	--

On 05-30-23, I Officer Krause, met with Ashley Anderson who brought her certification of rabies vaccination to the BPD. I scanned this certificate and added it to this case. I added this information to the quarantine order and also attached it to the case.

KRAUSE #243
crk 05-30-23

Berlin Police Department
LAW Incident Table:

Page: 4059
1

Incident
Incident Number 23BPD2027 Nature Animal Problem
Case Number Image
Address 260 N WASHINGTON ST
City BERLIN State WI ZIP 54923
Area CBER CITY OF BERLIN Contact 238

Complainant
Numb 144747
Last KURTH Fst COURTNEY Mid JEAN
DOB 08/13/02 SSN - - Adr 260 N WASHINGTON ST APT 202
Race W Sx F Tel (920)237-9151 Cty BERLIN ST WI ZIP 54923

Details
Offense/Statute ANPR
Reported ANPR Observed

Circumstances
Rspndg Officers ASchmidt238
Rspnsbl Officer ASchmidt238 Agency BLPD CAD Call ID C234102
Received By MMacdonald Last RadLog 21:44:21 09/21/23 CMPLT
How Received T Telephone Clearance X Closed by Records
When Reported 21:42:59 09/21/23 Disposition CLO Disp Date 09/25/23
Occurrd between 21:42:37 09/21/23 Judicial Sts
and 21:42:37 09/21/23 Misc Entry
MO

Narrative
Narrative (See below)
Supplement

=====

INVOLVEMENTS:
Type Record # Date Description Relationship
NM 144747 / / KURTH, COURTNEY JEAN *Complainant
NM 153962 / / ANDERSON, ASHLEY SUE Involved
CA C234102 09/21/23 21:42 09/21/23 ANIMAL PROBLEM *Initiating Call

LAW Incident Offenses Detail:

Seq Code	Offense and Statute Codes	Amou
t	Statute Code	
1 ANPR Animal Problem		
0.00		

LAW Incident Responders Detail
Responding Officers

Seq	Name	Unit
1	ASchmidt	238

Main Radio Log Table:

Time/Date	Typ	Unit	Code	Zone	Agnc	Description
21:44:21 09/21/23	1	238	CMPLT	CBER	BLPD	incid#=23BPD2027 Compl
21:43:05 09/21/23	1	238	ENRT	CBER	BLPD	incid#=23BPD2027 Enrou

Narrative:

On 09/21/2023, I, PTM A. Schmidt was assigned Patrol Officer duties for the City of Berlin Police Department between the hours of 2:00 PM to 10:00 PM. At approximately 8:13 PM, I was informed by Chief Pulvermacher that he had received a complaint of a dog that had bitten another dog at 260 N. Washington St. and told me to go to the area to investigate the matter further.

CONTACT WITH COURTNEY

Upon arrival, I went to the complainant's apartment located at #202. I met with the complainant Courtney J. Kurth (DOB 08/13/2002) and her four-year-old German Husky mix "Lincoln." Courtney advised me that a neighbor of hers on the first floor had their dog outside, and when she attempted to take Lincoln outside, the other dog ran up to Lincoln and bit him. Courtney was able to show me a visible mark on Lincoln's right side of his neck which was approximately one to two inches in length. The mark did not look relatively deep at first glance and did not seem to bother Lincoln much unless touching near the area of the mark.

Courtney told me this was not the first time that this dog had become aggressive towards Lincoln. Courtney stated that including this incident there have been three separate incidents that have occurred. Courtney told me that in the spring, the owner of the other dog wanted to have the dogs meet, and Courtney stated she did not. Courtney stated that the other dog had begun to growl, and removed Lincoln before the tensions rose higher. Courtney told me of another time over the summer when her ex-boyfriend was walking Lincoln, and similar circumstances of the first incident happened. Courtney stated that this contact was the third incident, and wanted something done. Courtney was able to get photos of Lincoln's neck and will be attached to this case. Courtney was able to lead me to the front of the building where some hair remained from Lincoln. Courtney stated the other dog was on a retractable leash, and was not kept close by to its owner. Courtney was able to point out the apartment that the owner of the dog lived in, and my contact with Courtney ended.

CONTACT WITH ASHLEY

I made contact with Ashley S. Anderson (DOB 07/29/1993) who resides in APT#103. Ashley stated that her dog "Kai" a seven-year-old white Dogo Argentino did not bite Lincoln, and described the encounter more as a mutual combat situation. Ashley initially told me that the two dogs never got into a physical altercation with each other and described the encounter as both dogs growling at each other, and attempting to hold their ground. As I explained that Lincoln had a visible mark, Ashley stated that the two dogs got into a physical altercation, but was sepa

rated quickly. Ashley stated Courtney would not allow her to see Lincoln, and ran away with him calling her a, "Cunt." I asked Ashley if I could interact with Kai, and she stated that would be alright after looking fearful to do so. After interacting with Kai and observing no marks at the time on Kai, Ashley knocked on the door across the hall from her and asked them to talk to me about their observations of Kai. I was told Kai is a good dog and interacts well with their dogs. I told Ashley that I would be looking over the ordinance to determine the next steps and would call her with the update. I cleared the area and returned to the Berlin Police Department and determined Kai to be a vicious dog due to him biting Lincoln, and also having a previous incident fighting with a dog leading to Kai biting Ashley on 05/29/2023. I called Ashley and informed her of the findings and advised her that she could appeal the decision if she chose to. Ashley understood and was advised that a vicious dog letter would be issued in the mail. I then ended my contact.

ADDITIONAL INFORMATION

On 09/22/2023, I received an email from Ashley stating she found a couple of markings on Kai's head and neck. These photos will be attached to the case.

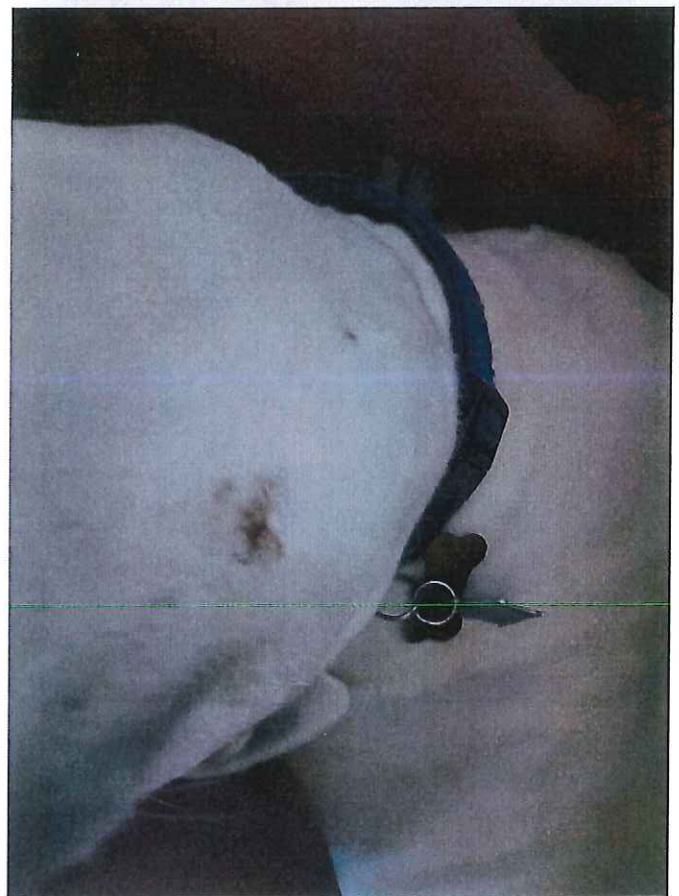
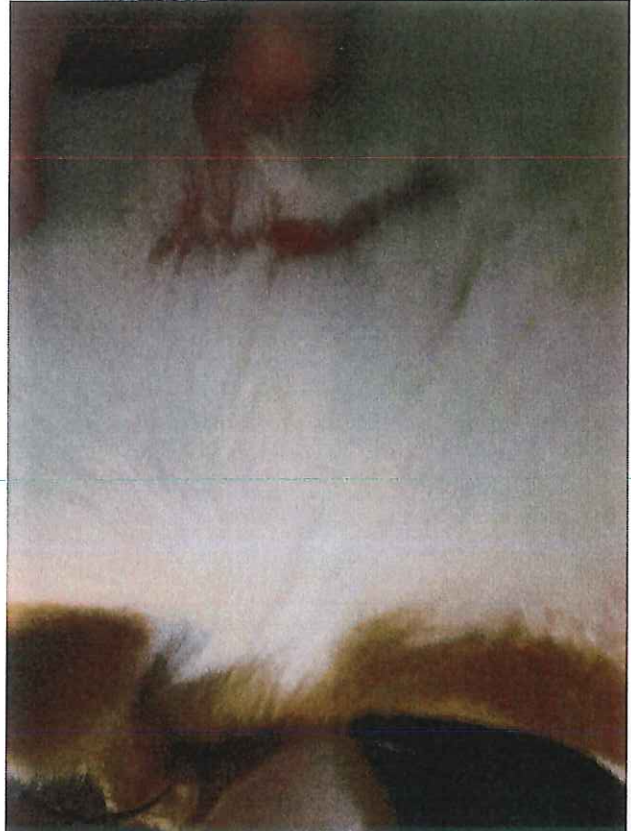
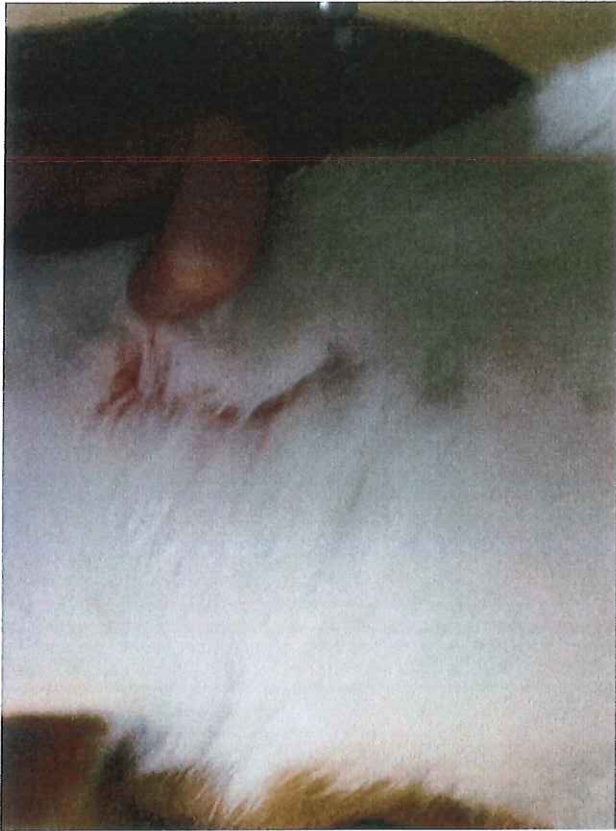
LETTER MAILED TO ASHLEY

On 09/25/2023, I issued and mailed the vicious dog letter to Ashley's last known address.

END OF REPORT

PTM A SCHMIDT #238
AMS 09/25/2023

PHOTOS FROM 23BPD2027



Kai head and neck



Sec. 10-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Animal means mammals, reptiles and birds.

At large means off the premises of an owner or on any public street, sidewalk, alley or any other public right-of-way, school grounds, public park or other public grounds (except for city wildlife areas from August 1 through April 14), or on private property without the specific permission or express invitation of such property's owner or legal possessor or other person in lawful control of the property, and not on a leash that is held or controlled by a human being. For the purposes of this section, the "premises" of an owner shall only mean that property that is owned in title or, if leased or otherwise legally possessed, only if leased or legally possessed exclusive of any other shared or common use by any other lessee, legal possessor, or legal occupant other than a cotenant, cosigner, or co-legal occupant to or under any lease pertaining to the premises.

Cat means any feline, regardless of age or sex.

Chicken means hens or pullets.

Cruel means causing unnecessary and excessive pain, suffering or unjustifiable injury or death.

Dog means a domesticated member of the *Canis familiaris* or *Canis lupis familiaris* species.

Farm animal means any warm-blooded animal normally raised on farms in the United States and used for food or fiber.

Law enforcement officer has the meaning set forth in Wis. Stats. § 967.02(5), and includes a humane officer under Wis. Stats. § 58.097, but does not include a conservation warden appointed under Wis. Stats. § 23.10.

Own means owning, possessing, harboring, maintaining charge of, sheltering or keeping, no matter the duration of owning, possessing, harboring, maintaining charge of, sheltering or keeping.

Owner means any person owning, harboring or keeping a dog or cat and the occupant of any premises on which a dog remains or to which it customarily returns daily for a period of ten days; such person is presumed to be harboring or keeping the dog within the meaning of this definition.

Person means any individual human being, firm, corporation, organization or other legal entity.

Pet means an animal kept and treated as a pet.

Prohibited dangerous dog means:

Any dog that has inflicted substantial bodily harm upon or caused or contributed to the death of any person on public or private property, whose owner, at the time of such infliction or involvement in fatal attack, failed to demonstrate sufficient provocation consistent with subsection (2)(a) to (g) of the definition of "vicious dog" below to an investigating law enforcement officer or a court of competent jurisdiction;

- (2) Any dog, caused to be present in this city, from another city, village, town, county or state, which has been declared or found to be dangerous, vicious or otherwise given a similar designation by that or any other jurisdiction via a judicial or quasi-judicial process, irrespective of whether or not such declaration or finding is in an appealable, final form;
- (3) Any dog that is, or has been, subject to being destroyed under Wis. Stats. § 174.02(3), irrespective of whether such petition or action was disposed of in a manner ordering or otherwise requiring destruction of the dog;
- (4) Any rabid dog;
- (5) Any wild animal hybrid, including but not limited to wolf hybrids; or
- (6) Any dog trained, owned, sold, purchased or transferred for the purpose of dogfighting or similar activity.

Spayed or neutered means a dog and/or cat having nonfunctional reproductive organs.

Substantial bodily harm means a bodily injury that causes a laceration that requires stitches, staples or a tissue adhesive; any fracture of a bone; a broken nose; a burn; a petechia; a puncture of the skin; a temporary loss of consciousness, sight or hearing; a concussion; or a loss or fracture of a tooth.

Vicious dog means:

- (1) Any dog with a propensity, tendency and/or disposition to attempt to attack, cause injury, contribute to the destruction of public or private property, or otherwise endanger the safety of human beings or other domestic animals, which is evidenced by overt actions of the dog, which may include, but not be limited to, habitual or repeated chasing, scratching, snapping or barking, snarling or growling in a reasonably perceived threatening manner.
- (2) Any dog that attacks, bites, attempts to attack or bite, or has attacked or bitten a human being or another domestic animal; however, a dog shall not be a "vicious dog" under this subsection or subsection (1) of the definition of "prohibited dangerous dog" above by sole reason of having engaged in any of the behavior described under this subsection, or subsection (1) of the definition of "prohibited dangerous dog" above, toward, or in relation to:
 - a. Any person who attacked, attempted to attack or otherwise accosted such dog or who engaged in conduct that should be reasonably calculated to provoke such dog to attack or bite such person or another person or otherwise engage in behavior reasonably perceived as threatening, including but not limited to directing such behavior towards the dog's owner or an acquaintance thereof;

- b. Any person who engaged in provoking or inciting a dogfight or any form of altercation between such dog and another dog or other domestic animal;
- c. Any person who engaged in stopping or dispersing an actual or reasonably believed to be imminent dogfight or any form of altercation involving the dog, so long as such dog, in response to any such intervention, was not the aggressing dog in the dogfight or other form of altercation;
- d. Any person engaged in attacking or accosting or attempting to attack or accost any other person or domestic animal;
- e. Any person engaged in unlawful entry into or upon the fenced or substantially or completely enclosed portion of the premises upon which such dog is kept or into or upon any automobile or other vehicle parked or stored in or upon the street adjacent to such premises;
- f. Any dog or other domestic animal engaged in unauthorized entry into or upon the fenced or substantially or completely enclosed portion of the premises upon which such dog is kept; or
- g. Any person engaged in unlawful or unauthorized entry into any automobile or other vehicle in which such dog is kept or confined.

(Code 1989, § 7-1-1; Ord. No. 05-16, 9-13-2016; Ord. No. 01-17, 1-10-2017; Ord. No. 07-21, 4-13-2021)

Cross reference— Definitions generally, § 1-2.

Sec. 10-10. - Keeping dogs and cats.

(a) *Impoundment; vicious dog determination; status.* Any law enforcement officer employed by the city may impound any dog found to be at large or reasonably believed, upon personal observation and/or thorough investigation, to have committed or involved itself in one or more of the acts or otherwise having a presence within the city in failed conformity with any provisions or requirements under this section and that poses a substantial risk to human health or safety. Any such dog may be conveyed to the custody of the city animal control officer or other similar and suitable facility as designated by the chief of police. Any dog so impounded may be held for a period of not less than five days and, at the end of such period, become the property of the custodial facility unless the owner thereof shall reclaim such dog and pay the custodial facility the reasonable costs of keeping such dog and an impounding fee as set by the common council in the fee schedule kept on file in the city clerk/treasurer's office. Whenever acting under this subsection, a law enforcement officer may determine whether the dog is a "vicious dog" pursuant to the definition set forth in section 10-2. In the event that the law enforcement officer determines that a dog is a vicious dog, the owner shall be advised of the same in writing by the law enforcement officer making such determination and provided a copy of this section and subsection (1) and (2) below.

(1) *Appeal of vicious dog determination.* Any owner aggrieved by a determination of viciousness, as provided in subsection 10-10(a) above, may appeal such determination within 15 calendar days following the law enforcement officer's personal service or first class mail issuance of the written determination of viciousness to the owner's last known address. Such appeal may only be taken by the owner's personal hand delivery to the city clerk/treasurer, with a copy to the city attorney, of a written objection to the determination of viciousness, setting forth the specific reasons for contesting the determination. Upon receipt of a timely written objection, the matter shall be considered at the next available meeting of the common council that is no less than five days from receipt of the written objection. The common council shall act as a quasi-judicial body affording the owner reasonable opportunity to present evidence and argument as to why the investigating law enforcement officer's determination as to viciousness should not be affirmed. A nonrefundable administrative fee as set by the common council and provided in the fee schedule on file in the city clerk/treasurer's office, shall be tendered with an owner's timely written objection under this subsection.

(2) *Compliance.* After 15 calendar days following personal service or first class mail issuance of the written determination of viciousness to the owner's last known address, or within ten days of the common council affirmation of the investigating law enforcement officer's determination of viciousness, if any, the owner of a vicious dog shall, in addition to all other requirements of this section, comply with all provisions under subsection 10-10(c)(2) for the balance of such dog's life. Alternatively, the owner shall, within ten days of the common

council affirmation of the investigating law enforcement officer's determination of viciousness, dispose or, cause the disposal of the dog in such manner that humanely euthanizes the dog.

(b) *Owner's duty with respect to any dog or cat.*

- (1) An owner shall see to it that his or her dog or cat does not go at large.
- (2) No person may own a dog or cat that does any of the following:
 - a. Damages or attempts to damage any public or private property, except the exclusive private property of the dog's owner. "Damage" shall include, but not be limited to, defacing, scratching, marring or any type of behavior that contributes to a diminution of value.
 - b. Barks, whines or howls in excessive or continuous fashion to the annoyance of any reasonable complainant; but shall not apply to any veterinary facility, the city's animal control officer impound facility, or other Wisconsin licensed animal shelter or animal control facility.
 - c. Bites or attempts to bite a person or domestic animal.
 - d. Attempts to scratch or otherwise promote harm or engage in any other form of accostment to a human being or domestic animal.
 - e. Puts any person in reasonable fear of attack or accostment.
- (3) Any dog or cat shall be rebuttably presumed to have engaged in any behavior described in subsection 10-10(b)(2)a. through e. above without provocation. It shall be upon the owner to demonstrate sufficient provocation to preclude conviction under these subsections. Sufficient provocation for both dogs and cats shall be demonstrated consistent with the definition of "vicious dog" in section 10-2(2)a. to g.

(c) *Restrictions on keeping of certain dogs.*

- (1) No person may own a prohibited dangerous dog. Any person present with, by any reasonably observed physical association or means of control whatsoever, or causing the presence of a prohibited dangerous dog within the city limits shall be irrefutably considered to own such prohibited dangerous dog.
- (2) No person may own a vicious dog except in conformity with the following requirements:
 - a. *Leash.*
 1. No owner of a vicious dog may permit such a dog to go outside its premises or a form of secure confinement unless the dog is securely restrained with a chain, rope or other type of leash no longer than six feet in length. For the purposes of this subsection, the "premises" of an owner shall only mean that property that is owned in title, or, if leased or otherwise legally possessed, only if leased or legally possessed

exclusive of any other shared or common use by any other lessee, legal possessor or legal occupant other than a cotenant, cosigner or co-legal occupant to or under any lease pertaining to the premises.

2. No person may permit a vicious dog to be kept on a chain, rope or other type of leash outside its premises or a form of secure confinement, unless a person who is 16 years of age or older, competent to govern the dog's behavior and capable of physically controlling and restraining the dog, is in physical control of the leash. For the purposes of this subsection, the "premises" of an owner shall only mean that property that is owned in title or, if leased or otherwise legally possessed, only if leased or legally possessed exclusive of any other shared or common use by any other lessee, legal possessor or legal occupant other than a cotenant, cosigner or co-legal occupant to or under any lease pertaining to the premises.

b. *Confinement.*

1. *Generally.* Except when an owner is in conformity with subsection 10-10(c)(2)a.1. and 2. above, all vicious dogs shall be securely confined indoors or in a securely enclosed and locked pen, kennel or other structure that is located on the exclusive premises of the owner and constructed in a manner that does not allow the dog to exit the pen, kennel or other structure inadvertently or upon its own volition. The pen, kennel or other structure shall have secure sides and a secure top attached to all sides. Any structure used to confine a vicious dog shall be securely locked with a key or combination lock when the dog is within the structure. The structure shall have a secure bottom or floor attached to its sides or the sides of such structure must be embedded in the ground at a depth of no less than two feet. A dog may be confined as required under this subsection by its secured enclosure within an area entirely surrounded by a fence of such height, depth of installation, design, structural integrity and strength so as to confine a dog and prevent its ungoverned egress from the confined area. All structures erected to house or confine vicious dogs shall comply with all zoning and building regulations of the city.

2. *Indoor confinement.* No vicious dog may be kept on a porch, patio or similar curtilage upon any premises or in any part of a house, building or other structure that would allow the dog to exit the house, building or other structure inadvertently or upon its own volition. No vicious dog may be kept in a house, building or other structure when the windows are open or when screen windows or screen doors fail to prevent such dog from exiting the house, building or other structure.

- c. *Warning signage.* The owner of a vicious dog shall display, in prominent places upon his or her premises near or about all entrances or possible access points to the premises, signs containing letters of not less than two inches in height and width against a pronounced and visible contrasting color field, warning that there is a vicious dog upon or

about the property. An identical version of such sign is required to be posted on the kennel, pen or other confining structure of the dog. Language such as "Beware of Dog" or substantially similar and effective words shall be conforming to the requirements of this subsection.

- d. *Spay and neuter requirements.* Any vicious dog must be spayed or neutered if it is known or reasonably believed or observed to be older than six months. The owner of any vicious dog shall possess written proof endorsed by a licensed veterinarian that the dog has been spayed or neutered.
- e. *Insurance and special licensing/registration.* Any owner of any vicious dog shall, within 15 calendar days following personal service or first class mail issuance of the written determination of viciousness to the owner's last known address, or within ten days of the common council affirmation of the investigating law enforcement officer's determination of viciousness, if any, and annually thereafter on or before January 1 of each ensuing year, register such dog with the city clerk/treasurer as a vicious dog and, additionally, provide at the time of registration a high quality current color photograph of such dog, supply proof of spaying or neutering, and pay a special registration fee as set by the common council and provided under a separate fee schedule on file in the city clerk/treasurer's office. At the time of registration, each owner of any vicious dog kept within the city limits shall provide verifiable proof of an in-force and effective policy of liability insurance in amounts of at least \$100,000.00 to be paid for any acts of property damage, injury or other liability incurred by virtue of any injury or damage inflicted by such vicious dog. Such insurance shall name the City of Berlin as a coinsured solely for the purpose of notice of cancellation of such insurance policy. The city clerk/treasurer shall not issue a license for any such vicious dog except in conformity with the requirements of this subsection, and any license so otherwise issued shall be void.
- f. *Multifamily buildings.* No vicious dog may be owned or otherwise made present within, upon or about any portion of any multiple-living-unit dwelling building or upon the lands associated therewith. For the purposes of this subsection, a multiple-living-unit dwelling shall mean only such building that contains three or more separate living units such as, by nonlimiting example only, a building commonly known as a "triplex" or larger. Real property that has been declared a condominium pursuant to the Wisconsin Condominium Act shall not constitute a multiple-living-unit dwelling building under this subsection.
- g. *Notifications.* The owner of any vicious dog shall, as soon as practical, but not more than 24 hours after any of the following events occur, notify or cause notification to the police department that such dog:
 - 1. Is at large.
 - 2.

Has attacked a human being or domestic animal, whether provoked or not.

3. Is dead.

4. Has been sold, transferred or otherwise given away and to whom (with valid telephone number and valid mailing address), for what purpose and for what, if any, exchange of value.

h. Limit on number of vicious dogs. The owner of any vicious dog shall not own more than one additional dog.

i. Orders of municipal court and agreements. No owner may own any vicious dog contrary to any order issued by the municipal court or agreement reached with the city attorney and/or the common council relating to the ownership of such dog.

(d) Liability for damage caused by dogs; penalties. The provisions of Wis. Stats. § 174.02 relating to the owner's liability for damage caused by dogs, together with the penalties set forth in such statute, are adopted and incorporated in this subsection by reference.

(Code 1989, § 7-1-6; Ord. No. 01-17, 1-10-2017)

Ashley Anderson
260 N Washington St APT 103
Berlin, WI 54923
ashley@lighthousewebdesigns.com
920-290-8881
10-01-2023

Received at City of Berlin

Date 10/06/2023

Initials SR

Subject: Appeal for Kai's Behavior Assessment and Rehabilitation

Whomever it may concern,

I hope this letter finds you well. I am writing to appeal for understanding and compassion regarding my beloved dog, Kai.

I want to assure you that I am taking proactive steps to address these issues. While I do understand that our community needs to be safe, my dog is not a threat. In every instance that Kai has been accused of attacking another dog he defended himself and protected me. While these behaviors are typical of dogs, I understand that the protective instinct he has needs to be controlled a bit more.

Recently, I sought the expertise of a professional dog behaviorist, Lori Smith, who conducted a comprehensive behavioral assessment of Kai. Enclosed, you will find the assessment report along with letters from my neighbor, which I believe will provide valuable insights into Kai's behavior and our commitment to resolving this issue. The behavioral assessment conducted by Lori Smith yielded some crucial insights into Kai's behavior.

According to the assessment, Kai is not dog-aggressive or people-aggressive. Instead, his protective instincts, which are typical of his breed, have been a contributing factor to his behavior. It is essential to understand that Kai has been a part of our family for many years, and his behavior has escalated due to various circumstances beyond his control. However, with Lori's guidance and consistent training methods we will get his protective instincts more in check.

To address these concerns, I have developed a comprehensive rehabilitation plan in collaboration with Lori Smith. This plan includes:

1. Ongoing Training: Kai will continue to receive consistent and structured training sessions to reinforce his positive behavior and further enhance his socialization.
2. Behavior Modification: We will work diligently to modify Kai's behavior through positive reinforcement and desensitization techniques.
3. Supervision: I will ensure that Kai is always under my control when outside the confines of our property, and I will use a secure leash to protect others.
4. Continued Assessment: We will continue to consult with Lori Smith to monitor Kai's progress and make necessary adjustments to his rehabilitation plan.

To have a full understanding, I feel the need to defend the other instances where Kai was in altercations with other dogs.

The Riverside Park May 29, 2023 - While at the park Kai was leashed and went up to sniff another dog and the other dog jumped on Kai. When I went in to break the two dogs up, I was bitten but am unclear whether it was Kai, or the other dog involved. Kai has never bitten me or anybody at all since the 7 years that I have owned him.

At Home- Three times with the same dog.

The first time, my neighbor Courtney Kurth which lives in the same building, asked me if I could babysit her dog while she worked. She had told me previously that her dog does not get along with other dogs, we agreed to see how our dogs get along. Approximately a month later were both outside with our dogs and agreed to see how they would get along. Once the dogs got closer, they started growling and snapping at each other. We instantly pulled them away from one another and she walked the other way.

The second instance was when her ex-boyfriend was walking her dog and I was coming out the front door, which is not windowed, and I couldn't look outside first to see if there was anybody out there and he was coming in and they collided... After this second instance I started looking out to see if anyone else was outside before letting him out.

This third instance, I had Kai on a retractable leash since we were outside alone. I heard the door open and started pulling Kai back. Before I was able to, Kai had sniffed Lincoln and then Lincoln jumped on to Kai to attack him. Kai received a few bites during the altercation which I treated at home.

I understand the concerns of our neighbors and have taken every step to ensure that Kai is not put in a situation that would threaten others. In an extra step, I will be more aware of my neighbors' activities when I am waking Kai.

Sincerely,
Ashley Anderson

9-28-23

Sir:

I Live AT 260 N Washington
Berlin WI., Apt 105.

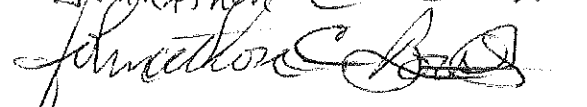
My next door neighbor AT Apt 103
are Ashley + Mike.

They have a dog by The
name of Ky. The dog was
involved in an altercation with
a dog who lives in apt 202
same address.

Ky is not a mean or vicious
in fact he is a big baby.

On The night of The incident
I was asked by The officer AT
The scene how was Ky's demeanor
And I told him The same

If you need any more information
I can be reached AT 920-229-4694
or AT 260 N Washington Apt 105

Respectfully
Jonathan C Borst


To whom it may concern:

An assessment was made of Kai on Sept 29, 2023 by certified behaviorists Mike and Lori Smith of Simply Smith LLC. We have extensive experience with dog aggression as we focus on behavioral issues in dogs. We have over 13 years each of experience that includes work in the private sector as well as with rescues.

Kai is a senior Dogo Argentino that has been owned by Ashley since he was a puppy. True to his breed, he is very protective of his owner. Being her therapy dog makes him a bit more so. We do know that if a dog come on with attitude or aggression toward Kai and/or Ashley, he is not going to roll over and submit. However, in our testing him with other dogs, he is not dog aggressive. That being said, Kai (and Ashley) would benefit from addition training to brush up on Kai's commands. Ashley needs better control of Kai to keep everyone safe.

Kai is a very sweet friendly dog. Our recommendations to all dogs and dog owners involved is training so everyone is safer and humans have control of their dogs.

Lori and Mike Smith

Simply Smith LLC

Form
AT-106

Original Alcohol Beverage
License Application

FOR CLERKS ONLY	
Municipality	City of Berlin
License Period	7/1/23 - 6/30/24

License(s) Requested

- ☒ Class "A" Beer \$ 100.00 ☒ "Class A" Liquor \$ 300.00
☐ Class "B" Beer \$ ☐ "Class B" Liquor \$
☐ "Class C" Wine \$ ☐ "Class A" Liquor (Cider Only) \$
☐ Reserve "Class B" Liquor \$ ☐ "Class B" (Wine Only) Winery \$

License Fees	\$
Publication Fee	\$65.00
Background Check	\$
Total Fees	\$465.00

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship) Family Dollar Stores of Wisconsin, LLC		
2. Trade Name or DBA Family Dollar Store #33624		
3. Premises Address 758 Broadway St, Berlin, WI 54923		
4. County Green Lake	5. Municipality Berlin	6. Aldermanic District
7. Mailing Address (if different from premises address) 500 Volvo Parkway, Chesapeake, VA 23320		
8. FEIN 56-1356720	9. Wisconsin Seller's Permit Number 456000034494305	
10. Premises Phone 757-321-5000	11. Premises Email ab-licensing@dollartree.com	
12. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe 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 in this application. Attach additional sheets if necessary. See attached floor plan. All alcohol will be sold, stored, and kept on the sales floor. It will be sold at the registers at the front of the building. All extra alcohol product will be kept in the back stock room.		

Part B: Questions

1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate. ☒ Yes ☐ No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? ☐ Yes ☒ No
If yes, please explain using the space below. Attach additional sheets if necessary.

Part C: For Corporate/LLC Applicants Only

1 State of Registration

Virginia

2 Date of Registration

08/01/17

3 Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors

☒ Yes ☐ No

Name of Parent Company

Family Dollar, Inc

FEIN of Parent Company

56-1356720

4 Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)?
If yes, please explain using the space below. Attach additional sheets if necessary

☐ Yes ☒ No

5. Agent's Last Name

Nigbor

Agent's First Name

Joshua

Phone

757-321-5493

Part D: Individual Information

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company

List the full name, title, and phone number for each person below. Attach additional sheets if necessary

Last Name	First Name	Title	Phone
Barnett	Peter	President	757-321-5493
Littler	Todd	Senior Vp	757-321-5493
Mitchell, Jr.	John	VP & Secretary	757-321-5493
Elder	Jonathan	VP of Tax & Treasurer	757-321-5493

Part E: Attestation

Who must sign this application?

• sole proprietor • one general partner of a partnership • one corporate officer • one managing member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature

Name (Last, First, MI)

Spencer, Harry R

Date

8/21/23

Title

Assistant Secretary

Email

ablicensing@dollartree.com

Phone

(757) 321-5493

Part F: For Clerk Use Only

Date application was filed with clerk

11/1/2023

Date reported to governing body

11-14-23

Date provisional license issued (if applicable)

Date license granted

License number

Date license issued

Signature of Clerk/Deputy Clerk

Raze and Repair Orders/ Nuisance Complaints

Address of Property: 107 W Huron St.

Property Owner Name: Hussein Kader

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 \$ \$2,570.94 owed and 2022 has \$2,572.84 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:

- 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.
- Property Quit Claim Deeded to a Hussein Kader on 2/18/2023 but recorded May 11th 2023
- As of May 29th 2023 Santiago Barraza stated to PDD he remains the local agent and will be responsible for completing the scope of work required by the Building Inspector and Council by the date of the roofing permit's expiration. He was directed to facilitate an inspection by 6/5/23 and had responded he would be getting the façade permit on 5/31/23.

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.
- In June 2023 the bricks of the Façade, Chimney, and major exterior wall portions were replaced or shored up. The major external remaining work is the windows and doors- stated to be ordered for installation by early July- and the rear roof. The rear porch is to be removed when the roof is completed.

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.
- A full inspection took place on June 5th 2023. The work on the façade was observed then and shortly after.
- An informal inspection took place on August 4th 2023 by PDD to see progress.

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.
- Original Rear roofing permit pulled 6/15/2022.
- Dumpster Permit approved on 06/08/2023
- Extended Roofing permit pulled 6/15/2023 slated to expire 6/15/2024. Also pulled a permit for the brickwork.

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.
- Property Quit Claim Deeded to new owner May 11th 2023.
- Dumpster Permit Approved 06/08/2023.
- Starting work on the brickwork on the rear; chimney, and some structure in anticipation of rear roof. Sent videos to PDD on 6/15/23.

- As of July 2023 the brickwork is complete. On the 3rd Santiago called and sent pictures of the progress, discussing interior demolition was well underway with multiple dumpsters filled, inquired about placement.
- As of September 11th 2023, Santiago Barraza called to update on the demolition, now including the basement, as they await the correct window shipment and stage the re-roof. Found need to complete additional mold remediation as they had demolished the second floor.
- On October 2nd 2023, Santiago Barraza called to update the window contractor had been switched due to the failure of delivery of services of the previous contractor and these are scheduled to be installed by the end of the month. Also, the re-roofing is also scheduled to take place by the end of the month.
- On November 1st 2023 Santiago Barraza called to say there are a couple of local workers slowly doing all they can handle to get the roof replaced. He was of the understanding the windows should have been boarded and permits paid and indicated these would absolutely be done in the next week.
- On the week of November 6-10th PDD received calls from the neighbors on both sides with concern about the scaffolding still in front of 107 W Huron and inquired about progress/plans by the owner.
- On November 10th 2023 Santiago Barraza called PDD to state there are workers on said date finishing the façade stones in the sign area. After the façade work is completed, if all goes well by the end of the day, the scaffolding would be taken down and moved into the building for the roof work. He is still hopeful the windows will have progress and the roof can be fixed in the near future, did not provide a specific timeline.

November 14, 2023

To: Common Council

From: Sara Rutkowski

RE: Senior Transportation and Nutrition Grants

Background:

Every year we bid with Green Lake County and sign contracts for grants to provide transportation and nutrition services.

This year our Transportation grant has stayed the same at \$29,807.00 from last year.

The Nutrition grant is the same as last year, we did not increase our meal prices. We currently offer carryout meal services and numbers continue to rise in terms of meals served.

GREEN LAKE COUNTY
DEPARTMENT OF HEALTH & HUMAN SERVICES

Health & Human Services

571 Cty Rd A

Green Lake, WI 54941 Phone:

920-294-4070

Fax: 920-294-4139

Email: glcdhhs@greenlakecountywi.gov



Fox River Industries

222 Leffert St; PO Box 69

Berlin, WI 54923-0069

Phone: 920-361-3484

Fax: 920-361-1195

Email: fri@cgreenlakecountywi.gov

Purchaser:

Green Lake County Department of Health & Human Services

Ryan Bamberg Aging/Long Term Care Unit Manager

571 County Road A

Green Lake, WI 54941

Telephone#:(920)-294-4070

Fax #: (920)-294-4139

glcdhhs@greenlakecountywi.gov

Provider:

Organization Name:

City Of Berlin

Address:

108 N Capron St

PO Box 272

Berlin WI 54923

Contact:

Sara Rutkowski

Contract Information and Funding Source

Contract Amount:

\$29,807

Services to be Provided:

Transportation Services

Contract Period:

January 1, 2024 – December 31, 2024

Signatures:

This Contract becomes null and void if the time between the Purchasers' authorized representative signature and the Provider's authorized representative signature on this contract exceeds sixty days.

Purchaser

County Administrator

Provider

City of Berlin/Sara Rutkowski

Signature

Signature

Date

Date

Per Wis. Stat. §46.036(3)(a) Purchase of services contracts shall include the following information:

- A. Total dollar amount to be purchased or awarded
- B. Number of clients to be served
- C. Number of client service units
- D. Unit rate per client
- E. Total dollar amount of each service

Service	Total Service
Transportation Services	\$29,807
Contract total	\$29,807

Prepayments: Per Wis. Stat. §46.036(3)(f) Advance payments of up to one-twelfth of an annual contract may be allowed under the Contract. If the advance payment exceeds \$10,000, the provider shall supply a surety bond for an amount equal to the amount of the advance payment applied for. No surety bond is required if the provider is a state agency. The cost of the surety bond shall be allowable as an expense.

Article 1 Audit

Section 1.1 Type of audit

Unless waived by the Purchaser, the Sub-recipient/Contractor (Provider) shall submit an annual audit to Purchaser if the total amount of annual funding provided by the Purchaser (from any and all of its Divisions taken collectively) for all contracts \$100,000 or more. In determining the amount of annual funding provided by the Purchaser, the sub-recipient/contractor shall consider both:

- A. Funds provided through direct contracts with the Purchaser; and
- B. Funds from the Purchaser passed through another agency which has one or more contracts with the sub-recipient/contractor.

Section 1.2 Audit Standards

The audit shall be in accordance with the generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this Contract. In addition, the sub-recipient/contractor is responsible for ensuring that the audit copies are in compliance with other standards and guidelines that may be applicable depending on the type of services provided, and are reconciled/in accordance with the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- A. 2 Code of Federal Regulations, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F -- Audits. The guidance also includes an Annual Compliance Supplement that details specific Federal agency rules for accepting Federal sub-awards.
- B. The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a State single audit. Section 1.3 lists the required conditions.
- C. The Department of Health Services (OHS) Audit Guide is an appendix to the SSAG and contains additional OHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with OHS sub-recipient/contractor audit requirements. An audit report is due if a sub-recipient/contractor receives more than \$25,000 in pass-through money as determined by Wis. Stat. § 46.036.

Section 1.3 Audit Schedules

In addition to the schedules required under the *State Single Audit Guidelines* the reporting package sent to the Purchaser shall include supplemental schedule showing revenue and expenses for this Contract.

For profit Providers shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract or by service category.

Non-profit Providers shall include a Reserve Supplemental in their audit reports, and this schedule shall also be by contract or service category. State Single Audit Guidelines (SSAG).

Section 1.4 Submitting the Reporting Package

The Provider shall send the required reporting package to the Purchaser at the address listed in this Contract. The reporting package should include the following items:

- A. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent Purchaser's opinion on the statements and schedule.

- B. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
- C. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in Accordance with Government Auditing Standards.
- D. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
- E. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
- F. *Settlement of DHS Cost Reimbursement Award. This schedule is required by DHS if the sub-recipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the sub-recipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the Provider reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
- G. *Reserve Supplemental Schedule is only required if the sub-recipient/contractor is a non-profit and paid on a prospectively set rate.
- H. *Allowable Profit Supplemental Schedule is only required if the sub-recipient/contractor is a for-profit entity.
- I. *Additional Supplemental Schedule(s) required by Funding Agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the Purchaser 180 days from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner.

For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

For sub-recipient/contractors that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to Purchaser shall include all of the above items except items 4 and 5.

Section 1.5 Access to Provider's Records

The Provider must provide the Purchaser with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the Purchaser to perform the required audit.

The Provider shall permit appropriate representatives of Purchasers to have access to the Provider's records and financial statements as necessary to review the Provider's compliance with Federal and State requirements for the use of the funding. Having an independent audit does not limit the authority of Purchaser to conduct or arrange for other audits or review of federal or state programs. Purchaser shall use information from the audit to conduct their own reviews without duplication of the independent Purchaser's work.

Section 1.6 Access to Purchaser's work papers

The Purchaser shall make audit work papers available upon request to the Provider, Purchaser or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

Section 1.7 Failure to comply with the requirements of this section

Purchaser may impose sanctions when needed to ensure that Providers have complied with the requirements to provide Purchaser with an audit that meets the applicable standards and to administer State and Federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:

- A. The Provider did not have an audit.

- B. The Provider did not send the audit to Purchaser or another granting agency within the original or extended audit deadline.
- C. The Purchaser did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
- D. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
- E. The Provider does not cooperate with Purchaser or another granting agency's audit resolution efforts; for example, the Provider does not take corrective action or does not repay disallowed costs to the granting agency.

Section 1.7.1 Sanctions

Purchaser will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

- A. Requiring modified monitoring and/or reporting provisions;
- B. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the Provider is in compliance;
- C. Disallowing the cost of audits that do not meet these standards;
- D. Conducting an audit or arranging for an independent audit of the Provider and charging the cost of completing the audit to the Provider;
- E. Charging the Provider for all loss of Federal or State aid or for penalties assessed to Purchaser because the Provider did not comply with audit requirements;
- F. Assessing financial sanctions or penalties;
- G. Discontinuing contracting with the Provider; and/or
- H. Taking other action that Purchaser determines is necessary to protect federal or state pass-through funding.

Section 1.7.2 Close-Out

A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the Provider ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by Purchaser upon written request from the sub-recipient/contractor, except when the Contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

The Provider shall ensure that its auditor contacts Purchaser prior to beginning the audit. Purchaser, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Provider and the Purchaser. Payment of increased audit costs, as a result of the additional testing requested by Purchaser, is the responsibility of the Provider.

Purchaser may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, Purchaser may require that the Purchaser annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

Article 2 Grant Agreement Compliance

The Parties agree to abide by all terms and conditions of the Specialized Transportation Assistance Grant Agreement between the State of Wisconsin and Green Lake County, a copy of which is attached hereto and incorporated herein by reference, including but limited to compliance with all laws referred to in said agreement, compliance with all requirements of record creation and retention referred to in said agreement, and compliance with all requirements concerning the maintenance and retention of accounts. Provider shall maintain and retain all records and accounts required by the grant agreement or organizations to which the grant recipient (Purchaser) gives financial assistance under the grant agreement.

Article 3 Civil Rights Compliance Plan

Section 3.1 Civil Rights Compliance

Provider shall comply with the Wisconsin Contract Compliance Law under Wis. Stat. § 16.765 and the Wis. Admin. Code Ch. ADM 50. Provider must agree to equal employment and affirmative action policies and practices in its employment programs. Purchaser must file a Civil Rights Compliance Letter of Assurance for the compliance period of 2018-2021 regardless of the number of employees and the amount of funding received to the Purchaser. Complete instructions are located online Civil Rights Compliance (CRC) Information.

Section 3.2 Affirmative Action Plan

The Provider must submit to the Purchaser an Affirmative Action Plan within fifteen (15) working days of returning the signed Contract. Exceptions exist and are identified in the instructions for vendors Civil Rights Compliance (CRCH information).

Article 4 Client Rights and Grievances

The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and the Purchaser. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or her rights and the Client Rights grievance procedure. The Provider shall post the client rights and the grievance procedure, including the name of the Client Rights Specialist, in an area readily available to clients and staff of the program.

The Provider shall give the Purchaser a written report for each grievance that is filed in orally or in writing with the Provider by a client or anyone on the clients' behalf. The Provider shall deliver these reports to the Purchaser in person or via registered mail within 5 business days of the Provider's receipt of the oral or written grievance. The Provider shall also inform the Purchaser in writing of the resolution of each grievance.

At least once a year, or more frequently when requested by the Purchaser, the Provider shall give the Purchaser a written summary report of all grievances that have been filed with the Program by clients or anyone on the clients' behalf since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the Purchaser in person or via registered mail within 30 days of the end of the Contract period. Additional summary reports requested by the Purchaser shall be due within ten (10) days of the Purchaser's request for the reports. All reports shall be delivered to the Purchaser in person or via registered mail.

Article 5 Conditions of the Parties' Obligations

Section 5.1 Contingency

This Contract is contingent upon authorization of Wisconsin and United States laws. In the event of any material amendment or repeal of applicable law affecting relevant funding or authority, the parties agree to negotiate in good faith to amend the Contract such that it may continue in effect. If it is not possible to amend the Contract such that it may remain in effect due to changes in applicable law, or if the parties are unable to negotiate amendments to the Contract, this Contract shall terminate.

Section 5.2 Powers and Duties

Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.

Section 5.3 Items Comprising the Contract

It is understood and agreed that the entire agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

Article 6 Confidentiality

Section 6.1 Client confidentiality

The Provider shall comply with all applicable confidentiality laws in connection with its maintenance, use or disclosure of information concerning eligible clients who receive services from Provider. These laws include but are not limited to Wis. Stat. §§ 51.30, 48.78, 146.82, 48.981(7), 49.45(4), 49.83, 252.11(7), 252.15, 253.07(3)(c), 938.396 and 938.78 and 42 CFR Part 2. The

Provider agrees it is part of the Provider's obligations under this Contract to know all applicable confidentiality laws and understand their provisions.

Section 6.2 Contract not confidential

Except for documents identifying specific clients, the Contract and all related documents are not confidential. Provider understands and agrees that, because Purchaser is a party to this agreement, provisions of the Wisconsin Open Records Law and other laws pertaining to public records may apply to records kept by Provider. Provider agrees to fully comply with such laws, and to cooperate with Purchaser in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Purchaser or other upon request of Purchaser.

Compliance and cooperation of Provider shall be at its sole cost and expense.

Article 7 Conflict of Interest

The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

Provider shall also require its employees, consultants, and members of the board to avoid outside activities which cause, or tend to cause, conflicts between their personal interests and their responsibilities under this Contract.

Article 8 Debarment and Suspension

The Provider certifies through signing this Contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the Purchaser within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency. The Purchaser may consider suspension or debarment to be cause for implementing high risk contract provisions under Article 23 "Special conditions for high risk contract" or for revising or terminating the contract under Article 21 "Renegotiate or termination of the contract."

Section 8.1 Certification Regarding Debarment and Suspension

The provider certifies, by signing the attached Certification Regarding Debarment and Suspension, that neither they nor any of its principals are debarred or suspended or declared ineligible from participating in Federal assistance programs. (See attachment "Certification Regarding Debarment and Suspension")

Article 9 Eligibility

Provider will follow program guidelines to determine eligibility as provided by purchaser.

Purchaser determines eligibility

The Provider shall provide services only to individuals who are eligible for services. The Provider and Purchaser agree that the eligibility of individuals to receive the services to be purchased under this Contract from the Provider will be determined by the Purchaser and given to the Provider.

Article 10 Health Insurance Portability and Accountability Act of 1996 "HIPAA" Applicability

Section 10.1 General Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this Contract.

Article 11 Indemnity and Insurance

Section 11.1 Indemnity

The Provider agrees that it will at all times during the existence of this Contract indemnify and hold harmless the Purchaser, its appointed, hired and/or elected officers, agents, employees and designees from any and all claims, loss, damages, and costs or expenses which the Purchaser may sustain, incur, or be required to pay including those arising from death, personal injury, or property loss resulting from participating in or receiving the care and services furnished by the Provider under this Contract or on account of enforcing the provisions of the agreement against Provider or its agents or employees, including but not limited by enumeration, reasonable attorneys' fees and court costs incurred by Purchaser in defending any claim or in enforcing this provision. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by the Purchaser.

Section 11.2 Insurance

The Provider agrees that, in order to protect itself as well as the Purchaser under the indemnity provision set forth in the above paragraph, the Provider will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows:

- Comprehensive General Liability: minimum amount \$1,000,000
- Auto Liability (if applicable): minimum amount \$1,000,000
- Professional Liability (if applicable): minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year.
- Umbrella Liability (as necessary): minimum amount \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage. Upon signing this Contract, Provider will furnish Purchaser with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter indemnified against, Purchaser shall notify the Purchaser by registered mail within five business days.

Article 12 Independent Contractor

Nothing in this Contract shall create a partnership or joint venture between the Purchaser and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the Purchaser.

Article 13 License, Certification, and Staffing

Section 13.1 License and Certification

The Provider shall meet State and Federal service standards and applicable state licensure and certification requirements as expressed by State and Federal rules and regulations applicable to the services covered by this Contract. The Provider shall attach copies of its license or certification document and the most recent licensing or certification report concerning the Provider to this Contract when returning the signed Contract to the Purchaser. During the Contract period, the Provider shall also send the Purchaser copies of any licensing inspection reports within five (5) business days of receipt of such reports.

Section 13.2 Staffing

The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements per Wis. Stat. §85.21(3m) (b), (bm), (d) and (dm). All drivers shall be selected and employed or contracted with by Provider. Purchaser shall have no responsibilities to drivers, including but not limited to, responsibility for the payment of wages, the provision of workers' compensation or unemployment compensation insurance and benefits, or the provision of other insurance or benefits. Provider shall act with reasonable diligence and safety in the hiring, training, discipline and termination of drivers, all of which shall be the responsibility of Provider, and for which Purchaser shall have no responsibility. All drivers shall be equipped with and able to use fully operational cellular telephones.

Article 14 Miscellaneous Provisions

Section 14.1 Successors and Assigns

The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives to the other party to this Agreement and to the Successors, executors, administrators, permitted assigns, legal representatives of such other party in respect to all provisions of this Agreement.

Section 14.2 No Construction against Either Party

This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

Section 14.3 Multiple Originals

This Agreement may be executed in multiple originals, each of which, together shall constitute a single Agreement.

Section 14.4 Legal Protections

It is agreed by the parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of either party of any immunity, liability limitation or other protection available to either party under any applicable statute or other law. To the extent that any provision of this Agreement is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either legal or contractual, provide a greater benefit to the Purchaser shall apply unless the Purchaser elects otherwise.

Section 14.5 Waiver

A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Section 14.6 Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any even rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent his entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Section 14.7 Choice of Law and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceedings arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Green Lake County, Wisconsin.

Section 14.8 Survival

The warranties, representations and covenants of this Agreement shall survive the completion of the Services under this Agreement or any termination of this Agreement.

Article 15 Matching, Level of Effort and Earmarking

Situation #1:

Situation #1- No requirement for matching, level of effort, or earmarking
No matching, level of effort, or earmarking requirement.

Article 16 Payment and Allowable Costs

Any grant funds not expended by Provider in the fiscal year need to be returned to Purchaser at the end of the calendar year.

Article 17 Records

Section 17.1 Maintenance of records

The Provider shall maintain and retain such records and financial statements as required by State and Federal laws, rules, and regulations.

Section 17.2 Access to records

The Provider shall permit appropriate representatives of the Purchaser to have timely access to the Provider's records and financial statements as necessary to review the Provider's compliance with Contract requirements for the use of the funding.

Article 18 Reporting

The Provider shall comply with the reporting requirements of Purchaser. All reports shall be in writing and, when applicable, in the format specified by the Purchaser. All reports shall be supported by the Provider's records (See Article 18 "Records"). All reports shall be hand delivered to the Purchaser or sent to the Purchaser via registered mail at the address listed in this contract.

The following reports are required:

Monthly:

- the total number of one-way passenger trips per reporting period by passenger type
- the total number of one-way passenger trips per reporting period by trip purpose.
- the total number of service hours per reporting period.
- the total number of service miles per reporting period.
- the total copayments received per reporting period.
- the total voluntary contributions received per reporting period.
- the total number of waivers granted per reporting period.

Semi – Annually:

- Wis Admin Code Trans §1.08(1) and (2) require the county to provide reports to WisDOT on a semiannual basis, therefore, the Provider needs to get the raw data to the Purchaser to complete and place in the report.

Article 19 Resolution of Disputes

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the Contract and Chapter 68, Wis. Stats.

Article 20 Renegotiation or Termination of this Contract

Section 20.1 Cause for Renegotiation or termination of this Contract

Provider's failure to comply with any part of this Contract may be considered cause for termination of this Contract.

Section 20.2 Renegotiation of this Contract

Either party may renegotiate this Contract. Renegotiation of this Contract must be agreed to by both parties by a written addendum signed by their authorized representatives.

Section 20.3 Termination of this Contract

Either party may terminate this Contract by a 60 day written notice to the other party. Upon termination, the Purchaser's liability shall be limited to payments under the terms of the Contract for services provided by the Provider up to the date of termination. If the Purchaser terminates the Contract for reasons other than non-performance by the Provider, the Purchaser may, in its sole discretion, compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties. If the Purchaser terminates the Contract for the Provider's failure to comply with the Contract, the Provider may be liable for any additional costs the Purchaser incurs for replacement services.

Article 21 Services to be provided

Section 21.1 Description of services

For each eligible client referred by the Purchaser, the Provider agrees to provide the following services:

Rides will be provided to elderly persons (over age 55) and disabled persons living within the City of Berlin and within a five-mile radius around the city. Service shall be provided with an three (3) passenger, wheelchair lift equipped van. The services shall be a flexible, door-to-door service. Individuals wishing to schedule a ride must call the Berlin Senior Center to schedule the ride. Medical trips shall take priority over all others and all rides shall be scheduled on a first come first served basis. The service is fee based and can be reduced or waived by the project manager in cases where the rider is unable to pay.

The goal of the service is to promote the general public health and welfare by providing transportation services for seniors and individuals with disabilities, and to thereby improve and promote the maintenance of human dignity and self-sufficiency by affording the benefits of transportation services to those people who would not otherwise have an available or accessible method of transportation.

Section 21.3 Inability to provide quality or quantity of services

The Provider shall notify the Purchaser in writing and delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services. Upon such notification, the Purchaser and Provider shall determine whether such inability will require a change or termination of this Contract. (See Article 21 "Renegotiation or termination of the Contract.")

Section 21.4 Documentation of quality and quantity of services

The Provider shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, quality, and effectiveness of services rendered under the Contract. The Purchaser reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this Contract.

Section 21.5 Standards for performance in delivery of services

The Purchaser will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients. If the Provider fails to meet Contract goals and expected results, the Purchaser may reduce or terminate the Contract. When providing these services, the Provider agrees to meet the following standards of performance:

- A. Quarterly rider reports will be submitted by the 15th of April, July, October and January
- B. Annual financial reports will be submitted by January 31st.

Section 21.6 Assessing performance in delivery of services

The Purchaser retains sole authority to determine whether the Provider's performance under the Contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the Purchaser's care manager and contracting staff to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the Plan of Care and the Contract.
- B. Upon request by the Purchaser or its designee, the Provider shall make available to the Purchaser all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the Purchaser in its efforts to implement the Purchaser's quality improvement and quality assurance program.
- D. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the Purchaser. The Purchaser reserves the right to review and approve the Provider's client satisfaction assessment process, and to require the Provider to submit a corrective action plan to address concerns identified in the review.
- E. The Provider shall cooperate, with the Purchaser in implementing the Purchaser's program for assessing client satisfaction with services. The Purchaser reserves the right to require the Provider to submit a corrective action plan to address concerns identified in the review.
- F. The Provider shall submit all performance and other program reports listed below:
- G. [list the performance and other program reports here]

Article 22 Special Provisions for High Risk Contract

- *Not Applicable*

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
 - c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

GREEN LAKE COUNTY
DEPARTMENT OF HEALTH & HUMAN SERVICES

Health & Human Services

571 Cty Rd A; PO Box 588

Green Lake, WI 54941-0588

Phone: 920-294-4070

Fax: 920-294-4139

Email: glcdhhs@greenlakecountywi.gov



Fox River Industries

222 Leffert St; PO Box 69

Berlin, WI 54923-0069

Phone: 920-361-3484

Fax: 920-361-1195

Email: fri@greenlakecountywi.gov

2024 Berlin Senior Center Agreement

Purchaser:

Green Lake County Department of Health & Human Services

571 County Road A

Green Lake, WI 54941

Telephone #: (920)-294-4070

glcdhhs@co.green-lake.wi.us

Fax #: (920)-294-4139

Berlin Senior Center Meal Site

Name:

City of Berlin/Sara Rutkowski

Agreement Information

Agreement Amount:

\$6.00 per meal

Services to be provided:

Provide Meals 5 days per week (Monday-Friday)

Agreement Period:

January 1, 2024 – December 31, 2024

By: Green Lake County

By: City of Berlin

County Administrator

Date: _____

Sara Rutkowski

City Administrator

Date: _____

AGREEMENT

This agreement made the 1st of January 2024 by and between Green Lake County, hereinafter designated the Program, and the City of Berlin hereinafter designated the Company.

Now, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. The Company Shall:

1. Prepare meals and other food for service to the following Program Meal site(s): Berlin Senior Center. Meals are to be prepared five days per week, Monday through Friday, except for federal holidays.
2. Prepare meals containing at least 1/3 minimum daily requirements for an older adult according to the following specifications:
 - a. 3 oz. of lean meat, poultry, fish
 - b. Three 1/2, cup serving of fruit and/or vegetables per day.
 - c. One serving of grains.
 - d. One teaspoon butter or fortified margarine in individual pats.
 - e. One 1/2, cup serving dessert (optional).
 - f. One 1/2, pint milk (2% and/or lower fat content).
 - g. At least 1 good source of Vitamin C per meal.
 - h. At least 3 rich sources of Vitamin A per week.
3. Comply with the Federal, State, and local laws, regulations governing the preparing and handling of food.
4. Procure and keep in effect all necessary licenses and permits.
5. Complete meal preparations and have meals ready for delivery no later than 11:00 a.m.
6. Provide meals for the Program at a cost of \$6.00 per meal. Per meal costs may be reviewed by both parties as necessary for possible adjustment. If a satisfactory adjustment is not resolved, either party may terminate with a thirty (30) Days written notice.
7. Forward to the Program an accounting, itemized by day, for all meals served for the month. COUNTY shall within 30 days of the receipt of such accounting pay COMPANY for such meals at the per meal price.
8. Shall make available nutritional analysis of menus upon request.

B. The Program Shall:

1. Pay the monthly invoice within 30 days of receipt of the Company's accounting for the prior month.

Miscellaneous

1. Governing Law, This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.
2. No Amendment to this agreement shall be valid and effective unless made in writing and signed by an authorized representative of each of the parties.
3. This Agreement may not be assigned without the express written permission of the other party, which consent shall not be unreasonable withheld.
4. Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.
5. The parties acknowledge that they will not hold themselves out as an agent, partner, or co-venturer of the other and that this Agreement is not intended and does not create and agency, partnership, joint venture or any other type of relationship, except the contract relationship established herein.
6. Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, properly addressed as indicated below:
To County: County of Green Lake
Attn: County Clerk
571 County Road A
Green Lake, WI 54941
7. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
8. Nothing contained within this Agreement is intended to be a waiver or estoppel of the parties' or their insurers' right to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained with Wisconsin Statutes 893.80, 895.52 and 345.05.

9. Emergency Procedures

During inclement weather, the Meal Sites may close. It shall be the responsibility of the GREEN LAKE COUNTY and Feil's to notify each other by 6:00 a.m. if meals will be canceled due to hazardous weather. Any food already prepared will be promptly frozen or refrigerated, and if appropriate, that day's menu will be substituted for the following day's menu. It shall be the responsibility of Green Lake County and Feil's Catering to provide each other with telephone numbers for emergency use only.



City of Berlin - Department of Planning and Development

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

(920) 361-5400 • Fax: (920) 361-5454

MEMO

TO: Common Council
FROM: Timothy Ludolph, Planning & Development Director
RE: Property Nuisance Abatement Initiative
DATE: November 14th 2023

Background and Discussion

Beginning in April 2023, 65 separate inspections were carried out by the Planning and Development Department in response to a request from the Berlin Common Council to work more strongly on nuisance abatement. The intention was to "catch" a property and help get it repaired before it reached the raze or repair stage. These inspections were carried out on the most heavily trafficked streets in Berlin. These inspections found a variety of ordinance violations and started with 13 violations for having too much trash in the yard, 10 for not keeping the siding clean, 4 for not keeping the roof and walls in good shape, 2 for parking in residential areas, 1 for not having a building permit, 1 for having a building permit that has expired, 18 for not following the off street parking code, 21 for not keeping the paint clean, 8 for not having adequate maintenance, 2 for fire damage, 4 for having dilapidated commercial facades, 3 for having too much outside storage of things that aren't trash, 7 for having a dilapidated building property nuisance, and 2 for brick damage (not the façade). The initial plan was to start with the most heavily trafficked streets and then spread to other side streets, however after the very high amount of ordinance violations initially found, staff had to adjust the plan.

The second inspection took place in mid-May 2023 and looked again at the previous violations and added 43 new properties. Some corrections were made based on people's responses about the address of the items on respective letters for the first violation, so four properties were taken off the list and fifteen properties abated the issues. Most of the new properties were 13 Off Street Parking sites and 9 excessive outside storage sites. The rest were about evenly spread at 1-2 violations of every other previous violations being inspected for. The reinspection was done at 30 days for all of these properties. The violation of Off-Street Parking, specifically, was largely remediated in time for this re-inspection. A total of 53 properties were determined to be abated at this time, and the remaining 24 remained on the list for further inspections. This means that by abatement, being on hold for reasons including awaiting the TID program, and corrections of inaccurate property or violations noted about 88 of 112 had come into some sort of compliance.

Additional notices were put on hold until another reinspection in September 2023. At this point 24 of the previous 108 were issued a second or third notice for recurring violations of off-street parking, excessive outside storage, and the most serious building code violations such as roof damage or other significant visible building damage. These were given until October 10th to make any sort of effort to comply. As of October 2023, there are no remaining Off-Street Parking violations among the originally

warned, and remaining violations are mostly remaining excessive outside storage and building code violations for 11 of the 108 initially warned.

Without doubt, the initial two to three months were a major shock to the community due to being an unprecedented single wave of extra inspections along the major thoroughfares. The properties represented just a sample of the most representative quantities and very minor offenses were filtered out immediately.

I do not enjoy the threat of consequences for the owners of properties with observed nuisance, building, and/or zoning code violations. So, I have accepted improvement, not perfection, knowing Berlin is a Low to Moderate Income community; with limited means for home improvement and maintenance. However, the overwhelming majority of people informed about issues promptly did something to address the issue and were diligent in contacting to ensure compliance. The properties eligible for citation are the exceptions where the owner both made very little effort to alleviate the issues and didn't communicate until after the last notice compliance date (if at all).

All paint-related and comparable offenses were given ample grace because the majority of the 21 first-warned property owners with paint problems and roughly ten more with comparable external problems were found to be over the low-income threshold and were given the information to contact the Residential CDBG and/or USDA Housing loan programs. Many of these remain "on hold" with little mitigation being done as there was no TID program in place at the time. Many of the properties are in the process of applying for the CDBG Home Loans and that could take months for approval and funding. Some individuals managed to alleviate the problems on their own.

In conclusion, out of the 108 properties to have received a nuisance letter this year, 67 have fully abated, 30 are on hold for some reason, and 11 are currently being referred to Municipal Court for citations.

Date: November 14, 2023

TO: Common Council

FROM: Sara Rutkowski, City Administrator

RE: 2024 Shared Taxi PTAP Application & Capital Expenditures Application

BACKGROUND: In order to continue receiving grant funds for our Shared Taxi program, we must apply every year for the program funds and to purchase a taxi as needed. This year we will be applying for operating funds.

RECOMMENDATION: 1) Waive Committee of the Whole discussion on this item; and 2) Authorize Staff to apply for the 2024 WisDOT Public Transit Assistance Program and DOT Capital Expenditures Grant and authorize any needed signatures.