

COMMON COUNCIL MEETING AGENDA
TUESDAY, JANUARY 14, 2025 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. 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.
5. Bills List. RECOMMENDATION: Approve the list of bills for payment.
6. Minutes from the December 10, 2024 Common Council Meeting. RECOMMENDATION: Approve the Common Council Meeting minutes.
7. Committee of the Whole recommendation to Common Council that the city attorney work with the developer for the vacation of South Fox Alley with costs to be reimbursed by the developer. RECOMMENDATION: Accept recommendation from Committee of the Whole.
8. Committee of the Whole recommendation to approve the proclamation for Clem's Bar 120th Anniversary. RECOMMENDATION: Accept recommendation from Committee of the Whole.
9. Plan Commission recommendation of Comprehensive Plan request for proposal.
RECOMMENDATION: Accept recommendation from Plan Commission.

END OF CONSENT AGENDA

10. Mayoral appointment of Council representative and Parks and Recreation Commission representative to the Evaluation Team which will review RFP's for the Comprehensive Plan development and make a recommendation to the Council.

11. Mayoral appointment of Alderperson Terry Przybyl to Boards, Committees, or Commissions.
RECOMMENDATION: Mayor Bruessel to appoint Alderson Przybyl to Planning Commission and Community Development Authority.
12. Façade and Building Improvement Program Fund Requests for 104 E. Huron Street
RECOMMENDATION: Approve application of 104 E Huron Street.
13. Façade and Building Improvement Program Fund Requests for 120 N. Brooklyn Street
RECOMMENDATION: Approve application of 120 N. Brooklyn Street.
14. Request proposal for general legal counsel. RECOMMENDATION: Discussion and action as appropriate.
15. 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.)
16. New Business (To be used to request items of new business be put on a future agenda)
17. Motion to convene into closed session pursuant to *Wis. Stats. 19.85 (1) (c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.*
Police Union Contract Negotiations.
18. Reconvene into open session and take action as a result of closed session discussion.
 - a. Consider ratification of a successor collective bargaining agreement with the Police Union.
19. 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 WI
Accounts Payable Status Report from 12/01/2024 to 12/30/2024

Lookup & Org Name	Invoice Number	Invoice Date	A/P Description	Original A/P Owed	Paid Amt To Date	Balance Due Run Date	Check Number
[ALLNT] Alliant Energy/WPL	0351350000	12/03/2024	730 New Shed	21.55	21.55	0.00	12/19/2024
[ASCAP] Ascrap	500638628	12/23/2024	Annual License	445.00	445.00	0.00	12/30/2024
[AAC] Associated Appraisal Consultants	177517	12/01/2024	December 2024 service	2,063.54	2,063.54	0.00	12/06/2024
[BADGER STATE TIRE, INC] BADGER STATE TIRE, INC	135591	12/03/2024	Tires	620.97	620.97	0.00	12/06/2024
[BAIRD & CO., ROBERT W.] BAIRD & CO., ROBERT W.	23010625	12/19/2024	TID 16 Creations	7,000.00	7,000.00	0.00	12/19/2024
[BELLA BY DESIGN] BELLA BY DESIGN	3337	12/30/2024	Admin name tag	10.00	10.00	0.00	12/30/2024
[BJN] BERLIN JOURNAL	187045	12/19/2024	Ord #11-24	65.00	65.00	0.00	12/30/2024
[BJN] BERLIN JOURNAL	187046	12/19/2024	Ord # 12-24	65.00	65.00	0.00	12/30/2024
[BJN] BERLIN JOURNAL	187047	12/19/2024	Sept 10, Oct 8, Nov 5,12,16 Council Minutes	1,801.00	1,801.00	0.00	12/30/2024
[Berlin Lanes LLC] Berlin Lanes LLC	0035589	12/09/2024	TID FIP Grant	7,000.00	7,000.00	0.00	12/19/2024
[BH20] Berlin Water & Sewer Department	12162024	12/16/2024	September, October, November 2024	101,319.18	101,319.18	0.00	12/19/2024
[BRIGHT] Brightspeed	301579974	12/09/2024	Dec 09 -Jan 08	419.59	419.59	0.00	12/19/2024
[CEC] CEC	435641	12/02/2024	Five Alarm Monitor	500.00	500.00	0.00	12/19/2024
[CHCOMM - POOL] Charter Communication	17171880112072	12/07/2024	12/13/2024 -01/12/2025	159.98	159.98	0.00	12/19/2024
[CHCOM-SRCTR] Charter Communication	11988300112212	12/21/2024	12/21-01/20 Service	593.69	593.69	0.00	12/30/2024
[City of Appleton] City Of Appleton	15921	12/03/2024	December 2024 W&M	489.25	489.25	0.00	12/06/2024
[CIVICPLUS, LLC] CIVICPLUS, LLC	319096	12/01/2024	Municode Admin. Support Fee	288.75	288.75	0.00	10/17/2024
[CIVICPLUS, LLC] CIVICPLUS, LLC	324136	12/01/2024	1 year subscription	3,860.00	3,860.00	0.00	12/19/2024
[CONSOL] Convergent Solutions	57529	12/02/2024	reset Mayor'd Password	79.45	79.45	0.00	12/06/2024
[Corp net] Corporate Network Solutions, Inc	77828	12/23/2024	Add License	40.00	40.00	0.00	12/30/2024
[DTN] DTN, LLC	210-00107272	12/02/2024	Dec. Weather Sentry	476.00	476.00	0.00	12/19/2024
[ED'S TRACTOR REPAIR, LLC] ED'S TRACTOR REPAIR, LLC	15544	12/03/2024	Hose	44.37	44.37	0.00	12/06/2024
[FIS] Fire Inspection Services	2144	12/01/2024	November 2024 Fire Inspections	1,619.75	1,619.75	0.00	12/10/2024
[GFCOM] Gordon Flesch	14944403	12/01/2024	November service - Library	124.79	124.79	0.00	12/13/2024
[GFCOM] Gordon Flesch	14944410	12/11/2024	Nov Clerk Office	660.23	660.23	0.00	12/06/2024
[GLDEEDS] Green Lake Co Register of Deeds	12242024	12/24/2024	Satisfaction for Doc. #410898 Oelke	30.00	30.00	0.00	12/30/2024
[GLCO-02] GREEN LAKE COUNTY TREASURER	16701	12/03/2024	2025 City of Berlin Election Notices	337.12	337.12	0.00	12/19/2024

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[HACPA] HAWKINS/ASH CPAS	3218449	12/04/2024	Service through 12/3/2024 Audit ending Dec 31, 2024	8,950.00	8,950.00	0.00	12/19/2024
[01-00006079-00-5] HUGHES, CAROL	10272024	12/27/2024	Board of Review	20.00	20.00	0.00	12/30/2024
[1-39 Supply] 1-39 Supply	0011810	12/13/2024	H & H Utility Trailer	5,585.00	5,585.00	0.00	12/19/2024
[IBU] INTERSTATE BATTERY	60206180	12/17/2024	Batteries	396.65	396.65	0.00	12/19/2024
[JLE] JON LUNDT ELECTRIC	14172	12/02/2024	Alley Utility Changes	1,765.95	1,765.95	0.00	12/19/2024
[106] Kieher, Susan J	12172024	12/17/2024	tax bill running	55.34	55.34	0.00	12/19/2024
[01-00006089-00-8] KUBIAK, MARY ELLEN	12272024	12/27/2024	Board of Review	20.00	20.00	0.00	12/30/2024
[KEG] KUNKEL ENGINEERING GROUP	0273865	12/20/2024	Building Inspection	1,693.76	1,693.76	0.00	12/30/2024
[0116] LUDOLPH, TIMOTHY	12062024	12/06/2024	APA Conference 9/10-9/13/24	209.11	209.11	0.00	12/06/2024
[0116] LUDOLPH, TIMOTHY	12062024	12/06/2024	2024 WEDA Best Practices	216.41	216.41	0.00	12/06/2024
[01-00012103-68-8] MULDER, DENNIS	12272024	12/27/2024	Board of Review	20.00	20.00	0.00	12/30/2024
[01-00002113-02-8] OBRIST, LISA	24-11	12/06/2024	November 2024 Cleaning Service	600.00	600.00	0.00	12/13/2024
[OLD DOMINION BRUSH] OLD DOMINION BRUSH	0286014	12/09/2024	Leaf Machine Parts	1,064.54	1,064.54	0.00	12/19/2024
[PAC] PACKER CITY TRUCKS	103147501-01	12/05/2024	Hose #63	83.78	83.78	0.00	12/19/2024
[PAC] PACKER CITY TRUCKS	10314750601	12/05/2024	Washer Fluid	2.89	2.89	0.00	12/19/2024
[PLANTZ] Plantz, Dennis	12192024	12/19/2024	Dec. 2024 Health Reimb.	256.80	256.80	0.00	12/19/2024
[POMPS] Pomp's Tire Service, Inc.	2070122211	12/10/2024	Back Hoe Tires	2,869.69	2,869.69	0.00	12/19/2024
[POMPS] Pomp's Tire Service, Inc.	270122214	12/16/2024	Loader Tires	8,800.00	8,800.00	0.00	12/19/2024
[POMPS] Pomp's Tire Service, Inc.	270122500	12/18/2024	Tire Repair	574.37	574.37	0.00	12/19/2024
[POMPS] Pomp's Tire Service, Inc.	520148293	12/18/2024	Tires repair	1,867.00	1,867.00	0.00	12/19/2024
[RED POWER DIESEL SERVICE] RED POWER DIESEL SERVICE	5324	12/27/2024	Replace the exhaust & oil Leak	2,325.85	2,325.85	0.00	12/30/2024
[01-00004062-07-8] ROETHEL, PAUL	12272024	12/27/2024	Board of Review	20.00	20.00	0.00	12/30/2024
[0374] SCHMIDT, ALEXANDER M	12032024	12/03/2024	11/18-11/20 training	164.17	164.17	0.00	12/06/2024
[01-00010130-15-2] SEAMAN, ANDY & MIDGE	12152024	12/15/2024	Health Reim December	370.07	370.07	0.00	12/19/2024
[SFLM] SONDALLE FORD LINCOLN MERCURY	74850	12/04/2024	sq 59 oil change	42.69	42.69	0.00	12/10/2024
[SFLM] SONDALLE FORD LINCOLN MERCURY	75060	12/16/2024	S. Center Van Oil Change	82.03	82.03	0.00	12/30/2024
[0110] Thiel, Debra L	12302024	12/30/2024	Mis Postage	50.00	50.00	0.00	12/30/2024
[TIME VALUE SOFTWARE] TIME VALUE SOFTWARE	137187	12/16/2024	T Value Desktop Maintenance	70.00	70.00	0.00	12/19/2024
[Top Pack] TOP PACK DEFENSE LLC	14695	12/22/2024	Scott shirt & pants	164.98	164.98	0.00	12/10/2024

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[UBS FINANCIAL SERVICES INC] UBS FINANCIAL SERVICES INC	12232024	12/23/2024	2024 Fire Service Award Contribution	6,117.84	6,117.84	0.00	12/30/2024
[Unique] Unique Management Services, Inc.	6133435	12/01/2024	11-20 Placement	11.65	11.65	0.00	12/13/2024
[02-00008148-00-1] VIERTEL, CINDY S	12042024	12/04/2024	Clock Tower Lease	500.00	500.00	0.00	12/06/2024
[vonBRIESEN & ROPER, s.c.] vonBRIESEN & ROPER, s.c.	478617	12/16/2024	25 Police Negotiations	24.79	24.79	0.00	12/30/2024
[WM] WASTE MANAGEMENT	0028834-0414-3	12/02/2024	November 2024 Service	31,472.62	31,472.62	0.00	12/19/2024
[WLS] Winnefox Library System	3338	12/03/2024	November 2024 supplies	13.18	13.18	0.00	12/13/2024
[WLS] Winnefox Library System	3346	12/03/2024	Books	26.39	26.39	0.00	12/13/2024
[WIDOT-Huron] Wisconsin Department of Transportation	095-0000376622	12/02/2024	Connecting Hwy	519.48	519.48	0.00	12/19/2024
[WIDOT-Huron] Wisconsin Department of Transportation	095-0000376656	12/02/2024	Connecting Hwy	414.77	414.77	0.00	12/19/2024
[WNOA] WNOA	12202024	12/20/2024	Membership	50.00	50.00	0.00	12/20/2024
Report Totals:				207,626.01		0.00	

Water Dept.

City of Berlin WI
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Lookup & Org Name	Invoice Number	Invoice Date	A/P Description	Original A/P Owed	Paid Amt To Date	Balance Due Run Date	Check Number
[CYRESS] CYPRESS FARMS LLC- LANDSPREADING		12/06/2024	LANDSPREADING PAYMENT FOR DEC 2024	1,750.00	1,750.00	0.00	12/06/2024
[FERGUSON] FERGUSON WATERWORKS	0430144-1	12/02/2024	69A VALVE BX	1,008.00	1,008.00	0.00	12/06/2024
[FERGUSON] FERGUSON WATERWORKS	0434981	12/03/2024	6X12 CLAMPS/ 4X12 CLAMPS	617.38	617.38	0.00	12/06/2024
[IBU] INTERSTATE BATTERY	60205915	12/03/2024	10 SLA1075	267.00	267.00	0.00	12/06/2024
[USPSU010] US POSTAL OFFICE- POST MASTER	12/6/24	12/06/2024	DECEMBER 2024 MONTHLY BILLING	927.82	927.82	0.00	12/06/2024
[WRWA] WISCONSIN RURAL WATER ASSOCIATION	12/1/24	12/01/2024	VIRTUAL WINTER OPERATIONS- BRIAN MALNORY 12/10/2024	55.00	55.00	0.00	12/06/2024
[WRWA] WISCONSIN RURAL WATER ASSOCIATION	12/2/24	12/02/2024	SECURING THE FLOW: CYBER & PHYSICAL PROTECTION FOR WATER & WW UTILITIES- BRIAN MALNORY	55.00	55.00	0.00	12/06/2024
[WRWA] WISCONSIN RURAL WATER ASSOCIATION	12/3/24	12/03/2024	WW OPERATIONS: BASIC GENERAL WW	110.00	110.00	0.00	12/06/2024
[WRWA] WISCONSIN RURAL WATER ASSOCIATION	S6747	12/01/2024	SYSTEM MEMBERSHIP RENEWAL	480.00	480.00	0.00	12/06/2024
Report Totals:				5,270.20		0.00	

CITY OF BERLIN

PAYROLL FOR DECEMBER - 2023

NET PAYROLL

PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY	EMS	ACH TOTALS
12/6/2024	25	General City	53,008.67			
12/6/2024	25	Utility		11,836.94		
12/6/2024	25	Ambulance			39122.71	
12/22/2023	26	Utility		13,580.96		
12/22/2023	26	General City	76,282.67			
		Extra pay A. Schmidt	278.93			
12/22/2023	26	Ambulance			38671.01	
TOTAL MONTHLY PAYROLL			\$129,570.27	\$25,417.90	\$77,793.72	0

CITY OF BERLIN BUILDING REPORT December 2024

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	9	\$3,042,000.00	\$10,685.34	3	\$715,000.00	\$1,954.89
Multi-Family Residence	0	\$0.00	\$0.00	2	\$600,000.00	\$2,166.54	2	\$640,000.00	\$1,236.72
Residential Alteration	2	\$38,866.00	\$695.77	61	\$1,262,069.00	\$9,977.68	50	\$788,733.00	\$4,256.94
Residential Addition	0	\$0.00	\$0.00	4	\$175,000.00	\$1,218.68	3	\$35,000.00	\$435.00
Residential Garage	2	\$76,000.00	\$810.77	8	\$171,000.00	\$1,814.11	3	\$78,000.00	\$636.68
Residential Garage Alteration	0	\$0.00	\$0.00	1	\$9,500.00	\$180.00	0	\$0.00	\$0.00
Commercial Building	0	\$0.00	\$0.00	1	\$300,000.00	\$1,460.20	1	\$750,000.00	\$557.44
Commercial Alteration	1	\$130,000.00	\$910.00	1	\$130,000.00	\$910.00	10	\$1,563,680.00	\$9,515.08
Commercial Addition	0	\$0.00	\$0.00	0	\$0.00	\$0.00	3	\$110,000.00	\$940.00
Signs	1	\$3,035.00	\$94.17	9	\$21,955.00	\$810.86	9	\$108,871.00	\$1,089.12
Miscellaneous	0	\$0.00	\$0.00	19	\$117,630.00	\$1,595.00	16	\$77,355.00	\$905.00
Demolition	0	\$0.00	\$0.00	2	\$2,000.00	\$150.00	4	\$0.00	\$300.00
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	\$11,400.00	\$60.00	3	\$17,100.00	\$160.00
Trailer Homes				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Total Building Permits	6	\$247,901.00	\$2,510.71	120	\$5,842,554.00	\$31,028.41	107	\$4,883,739.00	\$21,986.87
Commercial Plan Approval									
Plumbing Permits	1	\$15,908.00	\$111.35	32	\$205,519.00	\$3,368.40	23	\$184,608.00	\$1,764.11
Electrical Permits	2	\$2,400.00	\$130.00	47	\$200,361.00	\$5,607.32	33	\$509,944.00	\$4,201.51
Heating Permits	0	\$0.00	\$0.00	20	\$307,306.00	\$3,770.97	23	\$255,006.00	\$3,723.43
Total Permit Fees	9	\$266,209.00	\$2,752.06	219	\$6,555,740.00	\$43,775.10	186	\$5,833,297.00	\$31,675.92

CITY OF BERLIN COMMON COUNCIL MEETING MINUTES
Tuesday December 10, 2024 7:00 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

Mayor Bruessel called the Common Council meeting to order at 7:00 p.m. Present: Ald Boeck, Burgess, Durtschi, Nigbor, Przybyl, and Stobbe. Staff present Caitlin Hilgart, Tim Ludolph, Attorney Matt Chier. Evan Vandenlangenberg, and Diane Wessel, Interim Administrator joined on zoom.

No Virtual Attendees. There was no public comment.

No old or new business

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 Bills List; 7) Approve the minutes from August 13, October 8 and November 12, 2024 Regular Common Council meeting; August 15 & 29; and November 5, 12, 16, and 26, 2024 Special Common Council meeting; 8) Adopt Ordinance 11-24 Establishing Zoning Regulations Prohibiting Landings or Takeoffs of Manned Aircraft or Large Unmanned Aircraft in Residential Districts; 9) Adopt Ordinance 12-24 An Ordinance Rezoning a Parcel of Land from B-2 (Business) to R-1 (Residential) City of Berlin. Parcel # 206-00822-0100. Nigbor made a motion to accept the Consent Agenda. Przybyl seconded the motion and it passed on a roll call vote of six (6 ayes).

Item 10 Nigbor made a motion to accept the resignation of Amy Reese from the Parks and Recreation Commission. Durtschi seconded the motion that passed on a voice vote.

Item 11 Przybyl made a motion to accept the resignation of Dennis Mulder and Paul Roethel from the Board of Review. Burgess seconded the motion that passed on a voice vote.

Item 12 was the Resolution 24-12 Resolution Extending Expiration Date of Resolution #24-09 Authorizing Revolving Loan Fund Loan up to the amount of \$200,000 to Lion Group, Inc. Nigbor made a motion to accept Resolution 24-12 Resolution Extending Expiration Date of Resolution #24-09 for the amount of \$200,000 to the Lion Group, Inc. Stobbe seconded the motion that passed on a roll call vote of six (6) ayes.

Item 13 Waive prior submission to Committee of the Whole for items 14, 15, 16, & 19. Burgess made a motion to waive submission to Committee of the Whole for item 14, 15, 16, & 20. Number 19 is new business, that was a typo. Durtschi seconded the motion that passed on a voice vote.

Item 14 was Comprehensive Plan update. Ludolph presented a little background and an update on the item. Burgess made a motion approve the request for the proposal for the City of Berlin Comprehensive Plan. Przybyl seconded the motion that passed on a voice vote.

Next item was the potential economic development opportunity for former Juliette Manor Site – Request for authorization of use of contracted professional services (engineering, legal). Ludolph presented information that a developer has reached out to him expressing interest on the property. Nigbor made a motion to authorize staff to charge additional legal expenses to the Downtown TID. Stobbe seconded the motion that passed on a voice vote.

Item 16 was the Capron Corners LLC, Richard and Sharon Fortnum Revocable Trust Donation of real estate property to the City of Berlin (accept donation of parcel 206000680000). Attorney Matt Chier gave background information on this item. Chier explained the conflict of interest he had, but he would recommend seeking legal advice and recommending soil testing. Interim Administrator Wessel explained that there are some different grants available to look in to for this property. Durtschi made a motion to recommend to the city to pursue one of these grants, to work with the owners of the property to look for next steps to assess the interest of the city to receive the donation. Nigbor seconded this motion that passed on a voice vote.

Item number 17 Ambulance Service Provider Agreement between Green Lake County and Berlin Emergency Medical Service. Vandenlangenberg stated that the county approved all the changes that had been made and extended the agreement to a three (3) year contract. Przybyl made motion to accept the Ambulance Service Provider Agreement. Burgess seconded the motion and passed on a voice vote.

There was no Old or New Business.

Burgess made a motion to convene into closed session pursuant to Wis. Stats. 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified business, whenever competitive or bargaining reasons require a closed session. *Discuss enforcement options as to Special Covenant arising out of sale transaction with Northern Express Bus Service, LLC in relation to vacant land on County Road XX and Power Drive.* AND Wis. Stats. 19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. *Wal-Mart Real Estate Business Trust vs. City of Berlin.* Nigbor seconded the motion that passed on a roll call vote of six (6) ayes.

Nigbor made a motion to seat Hilgart, Ludolph, and Interim Administrator Wessel. Stobbe seconded the motion that passed on voice vote.

Motion to reconvene into open session by Burgess, with a second by Stobbe. Motion passed on a roll call vote of six (6) ayes.

Stobbe made a motion to accept the BCDC recommendation to enter into a transaction to settle the Second Amendment to Covenant by accepting the parcel back, less the eastern 50 feet for no compensation to either side and northern express will need to pay all transaction costs. Przybyl seconded the that passed on a voice vote.

Nigbor made a motion to adjourn at 7:52PM, seconded by Stobbe. Motion carried on a voice vote.

Caitlin Hilgart, Interim City Clerk

DRAFT



**PROCLAMATION
HONORING CLEM'S BAR
120 YEARS ANNIVERSARY**

WHEREAS, on behalf of the citizens of the City of Berlin, it is the pleasure of the City of Berlin's Common Council and Mayor to offer this Proclamation to help celebrate and recognize 120 years of Clem's Bar; and

WHEREAS, the family-owned business celebrates 120 years and four generations of owners in Berlin starting with Theodore Bombinski, Clemence, Ted and now Ben; and

WHEREAS, offering cocktails, Friday fish fry's and pizza (with a hand-full of tootsie rolls.) Once known as the last stop when headed West out of town, and still a great place to stop when traveling the Fox River by snowmobile; and

WHEREAS, a fun place that offered live music from Big Boomba's Boppers band and local karaoke creating many memories with family and friends; and

WHEREAS, it is recognized as a local, friendly tavern that is important to this community and sincerely appreciated; and

WHEREAS, with continued success and many more years in service in the Berlin community the Mayor, Common Council, and the citizens of Berlin want to thank Clem's Bar for their business sense and customer service; and

NOW THEREFORE, BE IT RESOLVED, that the Common Council and Mayor of the City of Berlin, hereby offer this proclamation of Clem's Bar as a permanent record in the archives of the City of Berlin, honoring this business that is an inspiration throughout the Berlin Community.

Dated this 14th day of January, 2025

Joel Bruessel, Mayor

CITY OF BERLIN REQUEST FOR PROPOSALS FOR GENERAL LEGAL SERVICES

1. STATEMENT OF PURPOSE

The City of Berlin invites attorneys qualified to practice law in the state of Wisconsin to submit a proposal to provide general legal services for the City of Berlin.

2. GENERAL INFORMATION

The City of Berlin is located in Green Lake and Waushara counties, Wisconsin. The City has an estimated population of 5,600 and is served by a Mayor and 6 City Alders. The City employs 53 full-time equivalent positions including an Administrator.

The annual general fund budget is approximately \$6.4M. The City has 3 active Tax Increment Districts (TIDs) and is in the process of creating a 4th TID.

Generally, the Committee of the Whole meets on the 1st Tuesday of the month at 7 PM; Common Council meets on the 2nd Tuesday of the month at 7 PM, and the Plan Commission meets on the last Tuesday of the month at 6 PM.

3. SERVICES TO BE PROVIDED

- A. Provide general legal counsel for the City, the City Council and officials of the City. When requested by authorized personnel, the attorney shall give written legal opinions, which are to be filed with the City.
- B. Function as legal advisor to all departments of the City government and represent the City in legal matters as requested.
- C. Draft ordinances, resolutions, contracts and other documents as may be required by the City Council and/or City officials.
- D. Represent the City and advise the Board of Review during meetings.
- E. Apprise City officials as needed about changing laws and other legal matters that may be of interest and/or concern to the City.
- F. Render oral advice to the City Council members and City staff.
- G. Assist as necessary in the processing of insurance claims and coordinate with the various insurance carriers.
- H. Represent the City as needed concerning court actions, handling matters on the City's behalf before state administrative commissions, preparation of pleadings and briefs, trials of court cases, preparation of legal opinions, and handling of real estate transactions brought before the City when there is no insurance coverage by private carriers or when appointed to do so by the City's insurer.
- I. Attend meetings of City Council as requested.
- J. Provide storage of existing files currently maintained.
- K. Provide the Mayor, Council, and Plan Commission with guidance as to Robert's Rules of Order, Open Meetings Law, and related procedural matters at meetings.

4. PROPOSAL REQUIREMENTS

Submittals should include responses to each of the following items. Include other information as appropriate to address the services the City can expect from the attorney.

- A. Profile and history of the firm including attorneys in the firm and a list of the principals. Indicate the attorney(s) who will be responsible for work performed for the City.
- B. A listing of current and past local government clients including the name and telephone numbers of the client contact.
- C. Current fee schedule. Indicate whether the fee schedule varies for different types of legal work or by attorney. Be sure to include travel fees, if any as well.
- D. Identify any potential conflicts of interest in representing the City of Berlin.

5. EVALUATION CRITERIA

Submittals will be evaluated based on the following criteria:

- A. Qualifications and experience of the attorney and/or firm working with local government.
- B. Experience and availability of staff assigned to serve the City.
- C. Scope and cost of services.
- D. References.

6. SCHEDULE OF DATES

The following schedule has been established by the City for the selection of a firm to provide general legal services. Dates are tentative and subject to change.

January 15 th , 2024	Publish RFP.
January 29 th , 2025	Proposals due at 12:00pm.
February 4 th , 2025	Committee of the Whole interviews of selected firms.
February 11 th , 2025	City Council makes decision.
May 1 st , 2025	Effective date for selected firm to become City Attorney.

7. TERMS AND CONDITIONS

- A. The City reserves the right to accept or reject any or all proposals and to award a contract to the next most qualified attorney/firm if the successful attorney/firm does not execute a contract within thirty days after award.
- B. The City reserves the right to request clarification of the information submitted and to request additional information.
- C. All questions should be emailed to cityadministrator@cityofberlin.wi.gov
- D. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- E. The proposals must be received at the email or mailing address below no later than Friday, January 29th at 12:00pm:

City of Berlin
Attn: Legal Services Proposal
108 N Capron St
PO Box 272
Berlin, WI 54923
cityadministrator@cityofberlin.wi.gov

City of Berlin TID # 15
Façade Improvement Program
Building Improvement Program
Release of Information Letter

Date: 12/26/2024

To:
City of Berlin
City Clerk
108 North Capron St.
PO Box 272
Berlin, WI 54923

To Whom It May Concern:

I hereby authorize the City of Berlin Common Council permission to share all application materials with all Council Alderpersons who will be reviewing my application. I acknowledge that information provided to the Common Council may be released upon request in compliance with the open record requirements and in accordance with the freedom of information act. I acknowledge that I am to attend the Common Council meeting in which this request will be reviewed and that the City of Berlin will notify me of that meeting.

Name (print): JOSE LOPEZ

Signature: 

Date: 12/26/2024



City of Berlin TID # 15

Façade Improvement Program Application

Applicant Information:

Name(s): JOSE LOPEZ

Phone # (cell): 970 703 7382 (home): (work):

Residential Address (street, city, state, zip): 1705 TAFT AVE)-11

Email: JTRCHARGE@GMAIL.COM

Business Information:

Business Name: JTRCHARGE LLC

Business Address: 246 N. KOELLER ST OSHKOSH WI 54902

Business Phone #: 920 475 5030

Type of Business: LLC

Check One: Individual Partnership Corporation

Name of Partners/Corporate Officers: NATASHA LOPEZ

Property Owner:

Check if the same as Applicant

Name(s): JTRCHARGE LLC

Phone # (cell): 970 703 7382 (home): (work):

Residential Address (street, city, state, zip): 1705 TAFT AVE)-11 OSHKOSH WI 54902

Email: JTRCHARGE@GMAIL.COM

Project Information:

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

THIS PROJECT INVOLVES RENOVATING A TWO STORY BUILDING. WITH THE SECOND FLOOR BEING TRANSFORMED THROUGH FRESH WALL PAINT, PARTIAL MODERN PLUMBING, AND UPGRADED APPLIANCES IN THE APARTMENT. ON THE FIRST FLOOR WE WILL REMOVE COMMERCIAL SPACE BY REPLACING SOME CEILING TILES AND FLOORING

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

THIS RENOVATION TRANSFORMS THE BUILDING FROM AN EMPTY STRUCTURE INTO A VIBRANT HUB FOR THE COMMUNITY. UPGRADED SECOND FLOOR APARTMENT WILL ATTRACT RESIDENTS, WHILE REVITALIZED FIRST FLOOR COMMERCIAL SPACE WILL INVITE BUSINESSES, BOOSTING LOCAL ECONOMIC ACTIVITY. THIS PROJECT ENHANCES THE NEIGHBORHOOD'S APPEAL, FOSTERING A LIVELY ENVIRONMENT.


Estimated start date: 12/19/2024 Estimated completion date: 1/10/2025

Project Budget:

Total Cost: \$16,276.00

Total Cost requesting from building program: \$8,000.00

Source of other funding: BANK LOAN

Applicant(s) signature(s): 

Date:

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

Date received in Clerk's Office: _____

Received by: _____

Date of Next CC meeting: _____



810 Swan Dr Ste C
Mukwonago, WI 53149
(262) 368-3070
amcontractors22@gmail.com

Estimate Number:
24592

Estimate Prepared By:
Alex Espinoza
12/11/2024

Estimate for:
Jose Lopez
104 E Huron St
Berlin, WI 54923

Sub-Total	\$16,276.00
Estimate Total	\$16,276.00

Estimate

About Us

Family owned company serving southeastern Wisconsin. Our mission is to become a trusted roofing, interior and exterior contractor in the state. Providing exceptional customer service upholding our core values quality, efficiency, integrity, and commitment.

Line Items

Product	Description	UoM	Price	Qty	Amount
Interior Remodeling	Scope of work included: Lower level commercial unit & second level apartment unit.	Items	\$11,776.00	1.00	\$11,776.00
	Kitchen Installation of new kitchen cabinet, counter top, sink. Install faucet over kitchen cabinet. Install laminated waterproof flooring in kitchen area. Replace new electrical outlets.				
	Bathroom Remove existing bathtub and adjust plumbing connection for new standard size bathtub. Install bathtub surround, and new shower head. Install new tile flooring along with vanity, and new toilet.				
	Bedrooms and living room Remove existing wallpaper in certain walls that apply, repair cracks in walls with mud, apply texture if necessary. Replace two doors.				
	Paint Paint ceiling white, two coats are included with estimate. Paint walls, white, two coats are included with estimate. Moldings and door trim is included. Customer will pick color.				
	Entrance hallway Repair ceiling and paint where necessary.				
	Commercial space Remove carpet and install new flooring Repair wet tiles on ceiling				
	Price included for labor only. Materials will be purchased by the customer. The contractor will pick up any materials that are not at the job site.				
materials	Budget for materials needed will be \$4,500. Construction material needed to perform scope is included with this material section.	Items	\$4,500.00	1.00	\$4,500.00
	Any changes will be discussed with building owner				

SPECIAL INSTRUCTIONS

Interior remodeling contractor clauses

Scheduled Project date:

(Project may be subject to delays depending on weather, and supply shortages). Homeowner will be notified by email or text on any delays.

Estimate is valid for two weeks after the date issued. First payment (50% down payment) will be due after proposal approval in order to schedule

work order in a cashiers check or paid directly on invoice link. Remaining balance is due after work is completed and final walkthrough is done. Any questions, please contact us at amcontractors22@gmail.com.

Check payments must be made out to A&M Contractors, LLC. A Service Charge of 1.5% interest per Month (18% Annual Rate) will be assessed on any balance over 30 days. We do accept credit cards, however all credit card transactions are subject to a 3% surcharge.

1. Services to Be Performed

The contractor agrees to perform the services described above. The contractor will determine the method, details, and means of performing the above- described services, including the determination of the need for and hiring of assistants at the Contractor's own expense. Any services added due to unforeseen circumstances or by the client will change the total cost that was previously agreed upon. (Any changes will undergo a change of order, approved and signed by homeowner before commencement of work). The contractor will discuss costs for the added scope of work, with the client prior to starting the additional work.

The contractor is not liable for any damages that happen due to unforeseen circumstances or the neglect of another contractor. For example, but not limited to damages done to unseen pipes or wires that were not properly plated or secured. Any repairs that are out of scope work may incur additional charges.

2. Material Costs and Permits

The customer will be responsible for all material costs specified in estimate and for any permits required to start and complete the agreed-upon scope of work. When work is outside of our scope of work.

Costs of materials may fluctuate over time and therefore may change the agreed-upon material costs.

3. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor within agreed time and/or the time stated on invoice that is submitted to client.

The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

4. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

5. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

6. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

- Contractor has the right to perform services for others during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.
- Contractor has the right to hire assistants as subcontractors or to use employees to provide the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required to wear any uniforms provided by Client.
- The services required by this Agreement shall be performed by Contractor, Contractor's employees, or contract personnel, and Client shall not hire, supervise, or pay any assistants to help Contractor.
- Neither Contractor nor Contractor's employees or contract personnel shall receive any training from Client in the professional skills necessary to perform the services required by this Agreement.
- Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

7. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

8. State and Federal Taxes

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement— including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

9. Insurance

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel. Contractor shall obtain the following insurance coverage and maintain it during the entire term of this Agreement:

- Automobile liability insurance for each vehicle used in the performance of this Agreement -- including owned, non-owned (for example, owned by Contractor's employees), leased, or hired vehicles.
- Comprehensive or commercial general liability insurance.

10. Term of Agreement

This agreement will become effective when signed by client and will terminate on the earlier of:

- The date Contractor completes the services required by this Agreement
- The date a party terminates the Agreement as provided below.

11. Terminating the Agreement

Either party may terminate this Agreement at any time by giving 30 days' written notice to the other party of the intent to terminate.

If client cancels less than 30 days from start date there will be a \$500 cancellation fee, unless there is a reasonable cause. Reasonable cause is determined by contractor

If client cancels after start date, but before half of agreed services are performed 50% of agreed labor price above will be due. (Halfway point of the work is determined by the contractor).

No cancellation is allowed after half of the agreed services have been performed. (Halfway point of work is determined by the contractor.)

Client may cancel agreement if contractor performs incorrect and/or negligible work only after allowing contractor the chance to fix the work at no extra cost to the client. Proof from a reputable source, i.e. inspector or engineer, is needed to show that the work is incorrect. If contractor cannot fix or refuses to fix the errors then client is allowed to cancel agreement and be refunded for any incorrect work that was paid for and any material cost that incurred from incorrect work will also be refunded. Any work that was paid for that is correct is not refundable.

If contractor does no call no shows for more than 10 consecutive days the client is allow to cancel agreement and be refunded for any unfinished work that was paid for.

12. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

13. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

14. Resolving Disputes

If a dispute arises under this Agreement, any party may take the matter to court, within the jurisdiction of the county of contractor's place of residence.

15. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor

will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
- any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
- business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client.

16. Proprietary Information.

A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

D. Any and all photos and videos of before, during, and after of the agreed upon work that is taken by the contractor are the intellectual property of the contractor and may be used by the contractor to promote the contractor's business.

17. Applicable Law

This Agreement will be governed by Wisconsin law, without giving effect to conflict of laws principles.

City of Berlin TID # 15
Façade Improvement Program
Building Improvement Program
Release of Information Letter

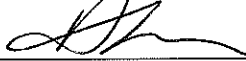
Date: 1-5-25

To:
City of Berlin
City Clerk
108 North Capron St.
PO Box 272
Berlin, WI 54923

To Whom It May Concern:

I hereby authorize the City of Berlin Common Council permission to share all application materials with all Council Alderpersons who will be reviewing my application. I acknowledge that information provided to the Common Council may be released upon request in compliance with the open record requirements and in accordance with the freedom of information act. I acknowledge that I am to attend the Common Council meeting in which this request will be reviewed and that the City of Berlin will notify me of that meeting.

Name (print): Alexandra Rogers

Signature: 

Date: 1-5-25



Fungi Fusion LLC

Andi Rogers
Marketing & Sales

121 N Brooklyn St
Berlin, WI 54923
920-290-1358
admin@fungifusionllc.com

Berlin City Council Members
City of Berlin
108 N Capron Street
Berlin, WI 54923
920-361-5430

January 5th, 2025

Dear Berlin City Council Members,

Thank you for your consideration of our 2025 TID Program Applications. We look forward to continuing renovation on the Brooklyn Street location and developing this business in Berlin.

Attached with this cover letter are some images showing the improvements that have been completed to date. Additional grant funds would be very helpful as we complete internal renovations and turn focus to foundation and external façade.

Our current plan is to use this next round of funding/budget to focus on the following:

1. Internal rooms, such as a workspace, Shop/office area, and a bathroom, including any HVAC, Plumbing or Electrical as needed.
2. Foundation
3. External Brick erosion.

Once the internal rooms are complete, we will begin working on production as we work on the foundation and other external needs.

Attached are materials estimates for finishing internal build and basement insulation after foundation repair. Foundation repair will depend on what is discovered once the ground thaws again, but research is showing a range of \$5000-\$8000+ on average. The cost of Tuck Pointing is running from \$5-\$25 per sq.ft. We'd be doing approximately 1800 SqFt of brick so \$9000 would be the absolute minimum and would be dependent upon the remaining budget after foundation repair.

Please reach out if there are further questions or needed clarifications.

Sincerely,



City of Berlin TID # 15

Building Improvement Program Application

Applicant Information:

Name(s): Christopher & Alexandra Rogers

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

Residential Address (street, city, state, zip): 113 S Church St, Berlin, Wi 54923

Email: andirog@cheerful.com

Business Information:

Business Name: Fungi Fusion LLC

Business Address: 120 N Brooklyn St

Business Phone #: 920-290-1358

Type of Business: Indoor Agriculture

Check One: _____ Individual _____ Partnership Corporation

Name of Partners/Corporate Officers: Christopher and Alexandra Rogers

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):

completion of internal rooms, HVAC, Plumbing, and Electrical.
resolve the basement foundation leak which may include parking lot repair
Tuck Point of external Brick to repair years of erosion

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

The work we plan with this part of the project would complete internal renovations and shift focus to the foundation leak issues. If we are able to get to tuck point work on the external brick that is also the plan.

Estimated start date: 1.1.25 Estimated completion date: 10.1.25

Project Budget:

Total Cost: \$30,000+

Total Cost requesting from building program: \$15,000

Source of other funding:

Applicant(s) signature(s):

Date:

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

Date received in Clerk's Office: _____

Received by: _____

Date of Next CC meeting: _____



City of Berlin TID # 15

Façade Improvement Program Application

Applicant Information:

Name(s): Christopher and Alexandra Rogers

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

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

Email: Andirog@cheerful.com

Business Information:

Business Name: Fungi Fusion LLC

Business Address: 120 N BrooklynSt

Business Phone #: 920-290-1358

Type of Business: Indoor Agriculture

Check One: _____ Individual _____ Partnership Corporation

Name of Partners/Corporate Officers: Christopher & Alexandra Rogers

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):

Brick wall replacement. Foundation and parking lot repairs.

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

Repairing the parking lot and foundation and deterioration to the brick structure will help meet all 3 of this programs purposes * Promote Blight Elimination *Promote Redevelopment of area *Prevent further deterioration.

Estimated start date: 4.1.25 Estimated completion date: 10.1.25

Project Budget:

Total Cost: 10,000+

Total Cost requesting from façade program: \$5000

Source of other funding: Personally Financed

Applicant(s) signature(s):

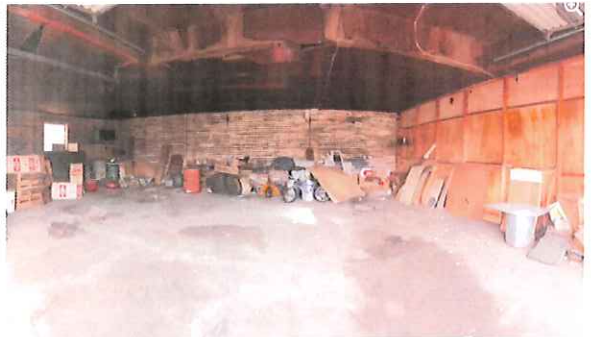
Date:

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

Date received in Clerk's Office:

Received by:

Date of Next CC meeting:



Pick Up At Store - Menards Picks

2351 WESTOWNE AVE, OSHKOSH, WI 54904



Mustee® UtilaTub® 40"W x 24"D White Polypropylene Floor-Mount Laundry/Utility Sink with Faucet

Qty: 1

Total Price: **\$239.99**

\$239.99/each

Model #: 28CF

Return Policy: Special Order Merchandise

Available as soon as 01/21/2025



Wheatland Tube Company 3/4" x 10' EMT Conduit

Qty: 4

Total Price: **\$38.72**

\$9.68/each

SKU: 3651346

VOLUME PRICING

Get Volume Pricing of \$8.71 each when you buy 20 units or more today!



5000 PSI Concrete Mix - 60 lbs

Qty: 30

Total Price: **\$121.20**

\$4.04/each

SKU: 1891015



Square D™ QO™ 40-Amp 2-Pole Standard Circuit Breaker

Qty: 2

Total Price: **\$75.44**

\$37.72/each

SKU: 3675034



100' #8 Green Stranded THHN Building Wire

Qty: 5

Total Price: **\$372.60**

\$74.52/each

SKU: 3694702

Available as soon as 01/19/2025



500' #8 Black Stranded THHN Building Wire

Qty: 1

Total Price: **\$309.00**

\$309.00/each

SKU: 3695328



Richmond® Essential® 18 kW Tankless Electric Water Heater

Qty: 1

Total Price: **\$437.79**

\$437.79/each

SKU: 6835465

36" Pro-Rib® Brite White Steel Panel

Qty: 12

Total Price: **\$324.84**

SKU: 1558137

\$27.07/each

Return Policy: Special Order Merchandise

Package Weight: 23.5 lbs. \$104.98 [View](#)

12 - 8 ft. 0 in.

Available as soon as 01/15/2025

PICK UP AT PLANT

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



MiTek® 2" x 6"-8" Triple Zinc Slant Nail Joist Hanger

Qty: 6

Total Price: **\$11.16**

\$1.86/each

SKU: 2271741

VOLUME PRICING

Get Volume Pricing of \$1.67 each when you buy 80 units or more today!

[PLAS-TEX® Polywall™ 4' x 8' Matte White Plastic Interior Wall Panel](#)
SKU: 5072787

Qty: 15
\$26.96/each

Total Price: **\$404.40**

Pick Up At Store - Customer Picks

2351 WESTOWNE AVE, OSHKOSH, WI 54904



[3/4 x 4 x 8 Plywood Sheathing](#)
SKU: 1231182

Qty: 15
\$30.38/each

Total Price: **\$455.70**



Get Volume Pricing of \$27.34 each when you buy 48 units or more today!



[R-10 \(25 PSI\) Owens Corning® FOAMULAR® 250 Extruded Polystyrene Foam Board Insulation 2" x 4' x 8' - Square Edge](#)
SKU: 1631291

Qty: 78
\$38.56/each
Was: \$45.36

Total Price: **\$3,007.68**



Get Volume Pricing of \$38.56 each when you buy 10 units or more today!



[AC2® 2 x 4 x 12' Ground Contact Green Pressure Treated Lumber](#)
SKU: 1110834

Qty: 4
\$8.55/each

Total Price: **\$34.32**



Get Volume Pricing of \$7.72 each when you buy 100 units or more today!



[2 x 4 x 8' Construction/Framing Lumber](#)
SKU: 1021101

Qty: 104
\$2.94/each
Was: \$3.45

Total Price: **\$305.76**



Get Volume Pricing of \$2.94 each when you buy 50 units or more today!



[AC2® 2 x 4 x 10' Ground Contact Green Pressure Treated Lumber](#)
SKU: 1110821

Qty: 4
\$6.81/each

Total Price: **\$27.52**



Get Volume Pricing of \$6.19 each when you buy 100 units or more today!



[1/2 x 4 x 8 OSB](#)
SKU: 1242809

Qty: 38
\$17.68/each

Total Price: **\$671.84**



Get Volume Pricing of \$15.91 each when you buy 58 units or more today!



[1/2 x 4 x 10 Lightweight Drywall](#)
SKU: 1311235

Qty: 8
\$16.22/each

Total Price: **\$129.76**

Order Summary

Merchandise Subtotal:	\$6,967.72
Processing Fees:	\$9.80
Freight Charges:	\$104.98
Pretax Subtotal	\$7,082.50






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.

* Online price may differ from your local Menards®

PRODUCT	PRICE	QTY	SUBTOTAL	
 vn enum - 16.5" x 20" x 36" - B Width Model: 74G36H ID: 5793	\$154.00	1	\$154.00	 

 80 Al M 96% 3 Stage onal AClQ Gas Furnace Model: N96MSN0801716A ID: 33247	\$1,597.00	1	\$1,597.00	 
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PRODUCT	PRICE	QTY	SUBTOTAL	
 U 96% ile ti- <u>Positional ACiQ</u> <u>Gas Furnace</u> Model: N96MSN0801716A / 811 ID: 33247 Optional Extras: Return Air Packag e - 16.5" x 25" (81 1)	\$1,916.00	1	\$1,916.00	 

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**CITY OF BERLIN
COMMON COUNCIL MEETING
STAFF REPORT**

MEMO

TO: Common Council
FROM: Planning and Development Director
RE: Comprehensive Plan RFP
DATE: January 14th 2025

BACKGROUND

Staff produced the first draft of this RFP for review at the December 10th 2024 meeting of the Committee of the Whole and took feedback from this meeting to the Plan Commission. The Plan Commission met on January 2nd 2025 to review the draft and discuss the feedback, moving to accept the inclusion of a member of the Common Council in the Evaluation Team as well as suggesting the addition of someone from the Parks and Recreation Commission. Additionally, the Plan Commission accepted the drafted timeline and is sending this back to the Common Council for any final feedback before this is to be released.

SUGGESTED MOTION

Accept the recommendation from the Plan Commission for this to be released tomorrow January 15th with an open period through February 17th 2025.



Request for Proposals Comprehensive Plan

RFP Issuance Date: January 15th, 2025
RFP Due Date: February 17th, 2025

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Proposal Requested

The City of Berlin is seeking a consultant to update the Smart Growth- Comprehensive Plan to include updates to make the long-range plan relevant for the next 20 years. The City's existing Plans; including the current Comprehensive Plan, Housing and Economic Development Strategy, Market Studies, Open Space and Recreation, Current TID Plans (15,16,17), Downtown Development Plan, Hotel Feasibility Studies, etc. shall serve as a starting point. This project is being initiated upon the recent adoption of the 2023 Housing and Economic Development Strategy. The consultant will work with the City Administrator, Planning & Development Director, Plan Commission and ultimately Common Council to review the existing code and built environment, facilitate public engagement, and draft the proposed update for consideration by the Common Council.

See the Project Scope included within this RFP for complete details.

City History and Background

Situated in the southern portion of central Wisconsin, the City of Berlin spans Green Lake and Waushara Counties and is 30 miles west of Oshkosh. Berlin is accessible via State Trunk Highways 49 and 91. The City, located along the Fox River, is rich in history. Once a highway for French fur traders, Jesuit missionaries, and various Native American tribes, the river later became a major waterway for residents, businesses, and visitors. Today, the river offers recreation and family fun in all four seasons.

The City's public park system is impressive with its eight beautiful parks that total over 107 acres. The park system has three shelter houses, two gazebos, a Frisbee golf course, three baseball diamonds, a basketball court, sand volleyball courts, horseshoe pits, several large play areas, a public campground on the banks of the Fox River, several boat launches and fishing piers, an outdoor aquatic center and much more. Hiking, biking, snowmobile and cross-country skiing trails wind near the city.

With its two National Register Historic Districts, Berliners appreciate their history. The Nathan Strong Park Historic District borders the park on Huron Street of the same name and includes block after block of lovingly cared for Victorian-style homes and 'painted ladies'. An active Farmer's Market and Free concerts are held in the Nathan Strong Park during the Summer months. The Huron-Broadway Street District, which is Berlin's 'Main Street', has many stores and buildings from the 19th century. The Berlin Area Historical Society maintains four museum buildings near this district.

Project Scope

The City of Berlin is seeking a consultant to develop a Comprehensive Plan with corresponding maps, images, and graphs. A detailed schedule for the project shall be included in the consultant's proposal and should be limited to eighteen (18) months.

Wis Stat 66.1001 requires the following elements be incorporated into a Comprehensive Plan: Issues and Opportunities; Housing; Transportation; Utilities and Community Facilities; Agricultural, Natural, and Cultural Resources; Economic Development; Intergovernmental Cooperation; Land Use; and Implementation.

Phase 1: Demographics and Data Update

Berlin is a slowly growing community. From 2010 to 2024, the population of Berlin grew approximately 1.8%, following a decades-long growth trend. The selected Consultant shall update the Community Indicators data in a way that is visually appealing and easy to understand.

The Consultant will also be responsible for updating data used throughout the Plan to inform goals, objectives, and implementation throughout each of the required elements.

Phase 2: Public Engagement

State statute requires a public participation plan be approved by the Common Council.

The City of Berlin is expecting robust public engagement to take place during the Comprehensive Plan project. This should include, but is not limited to: a dedicated website, a community survey, dedicated outreach to stakeholder groups, pop-up tables at community events, internal staff meetings, and working group meetings with Plan Commission.

The selected Consultant shall be responsible for plan engagement to gather input from the following:

- a. General Public.
- b. City Boards, Commissions, and Committees.
- c. Local Businesses.
- d. School District
- e. City Departments
- f. Underserved communities in the City, including but not limited to: seniors, disabled persons, youth, low-income individuals, and those with non-English native languages.
- g. Other Key Stakeholders

City staff will be available to coordinate meeting times and locations.

Phase 3: Plan Creation

The priorities for this project include, but are not limited to:

- Creation of a plan that is reasonably concise and user friendly,
- Development of a long-term vision for the City of Berlin,
- Incorporation of data-driven goals and objectives for each required element geared towards implementation,
- Compatibility with other City plans

The consultant team will work with the City's engineering consultant, Kunkle Engineering, city staff, and other organizations to analyze existing conditions and necessary improvements to accommodate future growth. These topics include: water and sewer utilities, road and mobility networks, floodplain, wetlands, and environmental corridors.

Special focus must be given to future land use mapping and transportation networks along the fringes of Berlin's corporate boundaries.

The City of Berlin is also interested in Sub-Area visioning and master plans for the following areas:

- Eastern gateway area (generally, the area surrounding the intersection of Quarry St, WIS 49 and to the east), and
- Central Business District (generally, the areas of Park Ave, Washington St, Spring St, and Ceresco St within 3 blocks of Huron Street to Broadway).

This includes corridor visioning and/or revitalization designs and recommendations consistent with public and staff input. The visioning process for these parts of the Plan will be done with the goal of uniting a community towards the overall goal of improving the community at its entrances and developing thriving business and mixed-use districts.

Deliverables

The selected Consultant will be responsible for completing a final Comprehensive Plan document that contains a phased implementation schedule, relevant graphics and maps, supporting metrics and data points, estimated costs, narrative description of recommendations, and relevant additional narrative to present a complete document. A final presentation of the plan will be required once the document is complete to both the Plan Commission and Common Council. The Consultant should also budget for an appropriate number of meetings with the Plan Commission to develop the plan.

The final plan must be designed to integrate seamlessly with other plans and initiatives that the City has adopted. The selected Consultant shall provide the City with an electronic copy of the final plan in its original and pdf format; including all maps, graphics, or tables used to create the plan. Additionally, the selected Consultant shall provide the City with a pdf copy of the final plan and any relevant design, spreadsheets, and/or Geographic Information System files for future editing. Draft deliverables may be provided in pdf format.

Additionally, the Consultant shall provide:

1. Progress reports on a monthly to quarterly basis.
2. Executive summary of final plan for ease of reference by development community and interested members of the public
3. Written public input in searchable format such as PDF
4. Drafts of Comprehensive Plan to be provided at key phases in project as outlined in final scope of services

RFP Submittal Requirements

1) Qualification Details consisting of:

- a. Cover Letter – Including, but not limited to a statement of understanding and approach to this project proposal.
- b. Experience – A list of specific project experience including completed, similar or relevant projects that the applicant has executed. Links to similar or relevant projects are encouraged.

c. References – Provide a minimum of three municipal client references for which the applicant has provided similar planning services within the last three to five years. Include the name and telephone number of the contact person and a description of services provided to that contact.

2) Technical Proposal consisting of:

a. Project Approach – A description of the approach to be taken toward completion of the project, an explanation of any variances to the proposed scope of work as outlined in the RFP, and any insights into the project gained as a result of developing the proposal.

b. Scope of Work – Scope of work that includes steps to be taken, including the products or deliverables that align with the requirements of the RFP.

c. Estimated Labor Hours – A summary providing a breakdown of the estimated hours needed for each task, clearly showing which team members are involved and how many hours each will contribute.

d. Key Personnel – List of personnel directly assigned to the project, detailing their roles and responsibilities, along with their resumes. An organizational chart will also be included to show the structure of the team. The Project Manager, who will oversee planning, coordination, and most of the work, including attending meetings with the Committee, must be clearly identified and committed to the project. The City has the right to approve the Project Manager and any changes to personnel or subcontractors throughout the project.

e. Project Schedule – This section will present a proposed timeline that highlights key milestones and the overall duration for completing the Plan.

f. Supplemental Information – Supplemental Information – Any additional information that is necessary to meet the requirements of this RFP will be included here.

3) Cost Proposal consisting of:

a. Cost – A fixed total amount to finish the project as outlined in the Scope of Work.

b. Additional Fees – An hourly rate for each employee and/or a set total to cover any extra tasks that weren't mentioned in the Scope of Work above.

4) General requirements consisting of:

a. Due Date – Due Date – All responses to the RFP need to be submitted by noon on the specified date. Any proposals that arrive late, for any reason, will not be accepted.

b. Location – RFP submissions should be sent to Berlin Planning and Development, Attention: Berlin Comprehensive Plan Proposal, 108 N Capron St, Berlin, WI 54923. You can also email your submissions to the Planning and Development Director at tludolph@cityofberlin.wi.gov. Make sure to include “**Berlin 2025 Comprehensive Plan Proposal**” in the subject line of your email; otherwise, your proposal won't be considered

c. Format – Prospective consultants must provide one electronic copy of their proposal. You don't need to send hard copies of similar or relevant plans; they can be submitted electronically instead.

d. Property – All materials created as part of this RFP, including graphics and data, will belong to the City once the report is finished. All text should be submitted electronically in the most convenient way. Any original graphics made for the RFP must be provided to the City in both a hardcopy and an electronic format that is easy to reproduce, as needed. This includes but is not limited to GIS Shapefiles, Databases, Vector layered images, and Tables.

Evaluation and Selection

The proposals submitted will be evaluated based on the following criteria:

- Relevant experience and qualifications of key team members.
- Understanding of the project and depth of knowledge in the area or related technical experience.
- Track record of engaging a broad audience and integrating public feedback into the plan.
- Responsiveness in adhering to the schedule needed to finish the plan and deliverables.
- Ability to stay within budget and provide value concerning proposed and additional costs.
- Experience working with local government entities that are similar in size, structure, and complexity.
- Evidence of innovative methods specific to technical solutions.
- Overall quality, clarity, and completeness of the submission package.

Minimum Qualifications

The City of Berlin Planning and Development Director along with the Chair of the Plan Commission, a representative from the Parks and Recreation Commission and Common Council, will start by reviewing the submissions and ranking them before sending them to the Plan Commission. This group is known as the Evaluation Team. They will set up 15-minute interviews with the top 3 to 5 consultants during the Plan Commission meeting in March 2025. After that, the Plan Commission will give a final recommendation to the Common Council to approve a proposal and its scope.

The following method and timeline will be utilized in order to select the desired proposal:

- **January 15, 2025– RFP Issuance Date**
- **February 17, 2025 – RFP Due Date**
- **February 18, 2025– Evaluation:** During this week, the Evaluation Team will review the proposals and decide which, in its sole discretion, it chooses to further consider via an in-person interview.
- **February 25, 2025 – Interviews:** During this meeting, the Plan Commission will host interviews of perspective Consultants, if necessary, in order to make a selection. Plan Commission will make a recommendation to Common Council.
- **March 11, 2025 – Common Council Approval:** The Council will take final action to consider acceptance of the recommended proposal and enter into a contract for this purpose.
- **March 12-24, 2025:** Staff will finalize the Scope of Services and contract for the project with the approved Consultant.
- **March 25, 2025 :**Estimated Kickoff Meeting date with Plan Commission.

Estimated timeline from Kickoff to Completion: 12 to 18 months.

Terms and Conditions

Each proposal will be evaluated to see if it meets the submission criteria outlined in this RFP. If a proposal does not fulfill these requirements, it may be rejected. The City has the authority to reject any proposal that is conditional, incomplete, has irregularities, or is deemed not to be in the City's best interest. While the City can overlook minor deviations in a proposal, this does not change the proposal document or excuse the Consultant from following the contract requirements if they are awarded a contract. The City may also request an interview with a potential Consultant at its discretion. The Common Council will select and approve the recommended Consultant.

The City is not obligated to reimburse any firms for costs incurred while preparing proposals in response to this request. Submitted materials will be available for public inspection according to Wisconsin law. Any attempt to make the entire proposal confidential or proprietary will not be recognized and will be ignored.

The City has the right to keep all submitted proposals and to use any ideas presented in them, regardless of whether the proposal is chosen. By submitting a proposal, the firm agrees to the conditions stated in the RFP, unless explicitly noted otherwise in the proposal and confirmed in the contract with the City.

All rights to property, including publication rights for any reports created by the selected firm in connection with the services provided under this agreement, will belong to the City. The City also reserves the right to reject any or all proposals received. The City reserves the right to reject any or all proposals submitted.

Questions about this RFP may be directed to:

Timothy Ludolph

Planning and Development Director

tludolph@cityofberlin.wi.gov

920-361-5156