

AGENDA  
COMMON COUNCIL MEETING  
TUESDAY, JANUARY 15, 2019 7:00 PM  
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR  
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE

1. Call to order/Roll Call
2. 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.

3. Waive the reading of ordinances and resolutions. RECOMMENDATION: Waive the reading of all ordinances and resolutions adopted at this meeting.
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. Minutes from the December 11, 2018 Common Council Meeting.  
RECOMMENDATION: Approve the minutes.
6. Ambulance Support Contract. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve the Ambulance Management Services and Support Agreement for 2019 between the City of Berlin and ThedaCare Medical Center-Berlin, Inc.
7. Alliant Energy Street Light Request at Power Drive/Cnty Rd XX.  
RECOMMENDATION: Accept the Committee of the Whole recommendation to approve the request to install a street light at the intersection of County Rd XX and Power Drive in the North Industrial Park at an estimated annual cost of \$154.84.
8. Bills List. RECOMMENDATION: Approve the list of bills for payment.

END OF CONSENT AGENDA

9. Update to Policy on Filling Mayor and Common Council Vacancies.  
RECOMMENDATION: Review policy update and approve Resolution #19-01 Adopting Policy on Filling Mayor and Common Council Vacancies.

10. Nomination and Appointment of Ward #5 Alderperson. RECOMMENDATION:  
Review applicants, discuss and vote to appoint an Alderperson for the Ward #5 vacancy for the remainder of the unexpired term ending April 2020.
11. 151 N. Wisconsin Street Raze or Repair Order. RECOMMENDATION: Receive update, discuss and action as appropriate. (Note: this can also be discussed in closed session)
12. RLF Loan Extension for Waushara Dental. RECOMMENDATION: Accept the Berlin Community Development Corporation recommendation to extend the term of the Revolving Loan Fund loan to Waushara Dental an additional five years to 2024.
13. License Applications- Bartender Licenses for Gary George Dassow III, Dylan A. Robinson, Haley Ann-Marie Wayda, Sarah Savacool Ellery-Williams, Brenda Suzanne Henkel (approved by the PD). RECOMMENDATION: Grant or deny the licenses.
14. 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.)
15. New Business (To be used to request items of new business be put on a future agenda)
16. Public Appearances.
17. Motion to convene into closed session 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) *Union negotiations*, 2) *if necessary, CHN Contract* and pursuant to Sec 19.85(1)(g) to confer 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. (1) Historic Berlin Apartments Assessment Claim (2) 151 N Wisconsin Raze Order
18. Reconvene into open session and take appropriate action as a result of closed session discussion.
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 -- OFFICE OF THE TREASURER**

HONORABLE MAYOR AND COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN:

I herewith present my report as City Treasurer for the month ending

12/31/2018

FUNDS	BEG BALANCE	ADJ/VOIDS	RECEIPTS	DISBURSEMENTS	BALANCE	INVESTMENTS	TOTAL W/ INVESTMENTS
GENERAL CITY	\$ 1,497,364.23	\$ (11,351.57)	\$ 366,367.95	\$ 715,836.03	\$ 1,136,544.58	\$ 2,600,000.00	\$ 3,736,544.58
TAX COLLECTION ACCOUNT	\$ 489.01		\$ 2,288,759.04	\$ 5,084.39	\$ 2,284,133.66	\$ -	\$ 2,284,133.66
WATER INVESTMENTS	\$ 304,365.44		\$ 285,360.88	\$ 345,673.84	\$ 244,052.48	\$ 4,271,778.45	\$ 4,515,830.93
SEWER INVESTMENTS						\$ 2,176,435.48	\$ 2,176,435.48
SEWER BOND & INT	\$ 54,816.84		\$ -	\$ 54,816.84	\$ -	\$ -	\$ -
BOND & INT RESERVE	\$ -				\$ -	\$ 36,438.00	\$ 36,438.00
EQUIP REPLACEMENT FUND	\$ 79,051.71		\$ 35.00	\$ -	\$ 79,086.71	\$ 1,255,000.00	\$ 1,334,086.71
CAPITAL PROJECT BORROWING	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -
EMS ACCOUNT	\$ 37,089.68		\$ 38,934.82	\$ 35.00	\$ 75,989.50	\$ -	\$ 75,989.50
<b>TOTAL OF ALL FUNDS</b>	<b>\$ 1,973,146.91</b>		<b>\$ 2,979,457.69</b>	<b>\$ 1,121,446.10</b>	<b>\$ 3,819,806.93</b>	<b>\$ 10,339,651.93</b>	<b>\$ 14,159,458.86</b>

FUNDS	BANK STATEMENT BALANCE	ADJUSTMENT	OUTSTANDING CHECKS	AVAILABLE BANK BALANCE
GENERAL CITY	\$ 1,357,932.61		\$ 221,388.03	\$ 1,136,544.58
TAX COLLECTION ACCOUNT	\$ 2,286,072.33		\$ 1,938.67	\$ 2,284,133.66
WATER & SEWER	\$ 250,962.38		\$ 6,909.90	\$ 244,052.48
SEWER BOND & INT			\$ -	\$ -
EQUIP REPLACMT FUND	\$ 79,086.71		\$ -	\$ 79,086.71
CAPITAL PROJECT BORROWING	\$ -		\$ -	\$ -
EMS ACCOUNT	\$ 75,989.50		\$ -	\$ 75,989.50
<b>TOTAL OF ALL FUNDS</b>	<b>\$ 4,050,043.53</b>	<b>\$ -</b>	<b>\$ 230,236.60</b>	<b>\$ 3,819,806.93</b>

RESPECTFULLY SUBMITTED,



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				2	\$515,000.00	\$2,298.60	2	\$250,000.00	\$1,587.60
Multi-Family Residence				1	\$360,590.00	\$1,776.00			
Residential Garage				1	\$27,000.00	\$228.00	4	\$81,000.00	\$680.20
Residential Garage Alteration				0	\$0.00	\$0.00	2	\$3,050.00	\$100.00
Residential Alteration	2	\$38,450.00	\$192.25	56	\$930,336.00	\$4,847.05	54	\$901,839.00	\$4,814.62
Commercial				0	\$0.00	\$0.00			
Commercial Alteration				0	\$0.00	\$0.00	2	\$781,000.00	\$3,170.00
Industrial				0	\$0.00	\$0.00	2	\$660,000.00	\$3,213.62
Industrial Alteration				0	\$0.00	\$0.00	2	\$552,000.00	\$2,253.00
Signs				3	\$12,000.00	\$284.00	10	\$19,815.00	\$6,481.16
Miscellaneous	1	\$250.00	\$50.00	30	\$38,475.00	\$1,658.48	26	\$128,134.00	\$1,654.20
Demolition				3	\$0.00	\$350.00	2		\$150.00
Hospital				0	\$0.00	\$0.00			
Church				0	\$0.00	\$0.00	1	\$50,000.00	\$50.00
School				0	\$0.00	\$0.00			
Driveways				8	\$0.00	\$400.00	13	\$26,850.00	\$540.00
Trailer Homes				0	\$0.00	\$0.00			
<b>Total Building Permits</b>	<b>3</b>	<b>\$38,700.00</b>	<b>\$242.25</b>	<b>104</b>	<b>\$1,883,401.00</b>	<b>\$11,842.13</b>	<b>120</b>	<b>\$3,453,688.00</b>	<b>\$24,694.40</b>
Commercial Plan Approval				0	\$0.00	\$0.00			
Plumbing Permits	1	\$1,800.00	\$50.00	23	\$84,118.00	\$958.34	27	\$163,676.00	\$1,270.00
Electrical Permits				32	\$194,396.00	\$2,086.00	37	\$148,864.00	\$2,624.20
Heating Permits	2	\$7,244.00	\$100.00	56	\$430,590.00	\$3,590.52	61	\$229,287.00	\$3,275.00
				0	\$0.00	\$0.00			
<b>Total Permit Fees</b>		<b>\$47,744.00</b>	<b>\$392.25</b>	<b>0</b>	<b>\$47,744.00</b>	<b>\$15,877.99</b>	<b>245</b>	<b>\$3,995,515.00</b>	<b>\$31,863.60</b>
<b>Totals</b>	<b>6</b>	<b>\$47,744.00</b>	<b>\$392.25</b>	<b>215</b>	<b>\$2,682,905.00</b>	<b>\$19,173.99</b>			<b>\$31,863.60</b>

**AMBULANCE MANAGEMENT SERVICES AND SUPPORT AGREEMENT**

**THIS AGREEMENT** is made by and between **CITY OF BERLIN**, a Wisconsin Municipal Corporation, located in Green Lake County, Wisconsin, (“City”) and **THEDACARE MEDICAL CENTER – BERLIN, INC.**, a Wisconsin non-stock corporation (“ThedaCare”).

**RECITALS**

**WHEREAS**, City is a municipal corporation partially engaged in the business of ambulance services and maintains its principal office at 108 North Capron Street, City of Berlin, County of Green Lake, State of Wisconsin;

**WHEREAS**, ThedaCare owns and operates a general critical access hospital at 225 Memorial Drive, Berlin, Wisconsin, and other medical treatment facilities in communities surrounding Berlin, Wisconsin;

**WHEREAS**, the City has been recently operating its ambulance service at a financial loss and is working with Green Lake County to transition ambulance services to operation at a county level, and requests management and financial assistance in order to continue the provision of ambulance services to Berlin and the surrounding communities while these discussions occur;

**WHEREAS**, City is the only ambulance service provider within approximately 15 or more miles of Berlin and other ambulance service providers do not provide service to City’s entire service area, such that City’s inability to continue ambulance services would leave portions of the surrounding community with no proximate ambulance services and others with longer response times;

**WHEREAS**, ThedaCare, is exempt from income tax under IRS Code § 501(c)(3) because it serves a charitable purpose, and is committed to being a good community partner and to ensure needed ambulance services continued to be available in the community; and,

**WHEREAS**, City is seeking and ThedaCare desires to provide interim financial support and management services to the City for the next year so the City can investigate transitioning its ambulance services to the county level and to ensure continued quality, efficient, and cost-effective services within the community.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the parties agree as follows:

**1. Management Services.**

- 1.1. After performing a baseline assessment of current state and hiring any personnel pursuant to § 1.2, ThedaCare shall provide approximately forty (40) hours of management services per month, with duties to be determined as mutually agreed to by the parties, with the intent of improving the efficiency, quality, and cost-

effectiveness of ambulance services provided by City and an emphasis in assisting City in reducing the annual financial shortfall it incurs in operating the ambulance service. In providing the services pursuant to this Agreement, the ThedaCare manager(s) shall exercise a reasonable degree of care, consistent with their training and experience.

- 1.1.1. It is understood and agreed that the services provided by the ThedaCare manager(s) may include advice and recommendations, but that all decisions in connection with the services will be the final responsibility of, and made by, the City through its employees, agents and representatives. City acknowledges that the ThedaCare manager(s) is/are providing the services in an advisory capacity only, and agrees that (i) City shall have the final authority for making or implementing any decisions related to the ambulance services, and (ii) City is ultimately responsible for ensuring the quality, timeliness, and overall financial and operational performance of the ambulance services.
- 1.1.2. Neither ThedaCare nor the ThedaCare manager(s) can guarantee or assure the achievement of any particular performance objective, nor can they guarantee or assure any particular outcome for City or any other person as a result of this Agreement or the performance of the services.
- 1.1.3. City understands that it retains final responsibility for operation of the ambulance services and compliance with applicable laws, regulations, and other obligations imposed by federal or state oversight agencies. City cannot transfer or delegate any such responsibility to ThedaCare or the ThedaCare manager(s).
- 1.2. ThedaCare shall appoint the appropriate number of personnel to manage and oversee the operation of the ambulance services, as reasonably determined by ThedaCare. The parties acknowledge and agree that City's EMS Director will remain an employee of City, but shall consult directly with the ThedaCare manager(s) providing management services pursuant to this Agreement.
- 1.3. City shall make office space available as needed for the purposes of providing the management services described herein using the existing space designated for EMS administration in City Hall. Incoming and outgoing telephone and fax service and volume copying will also be provided at no cost for the purposes of providing the management services described herein.
- 1.4. The parties agree that the EMS Director, an employee of the City, and the ThedaCare manager(s), in consultation with the ThedaCare Vice President and Finance Director, shall meet on a monthly basis to review financial statements to assess progress toward reducing the annual shortfall and to assess additional operational opportunities to improve the efficiency, quality and cost-effectiveness of the ambulance services provided by City. City agrees to take such steps as are

reasonably necessary to promptly implement any identified opportunities or other measures accepted by City pursuant to such meetings, and the manager(s) shall, in accordance with their duties pursuant to this Agreement, assist City in promptly implementing such opportunities or measures.

**2. Financial Arrangement and Support.**

- 2.1. The parties acknowledge and agree that the cost of providing the management services described in this Agreement is Twenty Thousand Dollars (\$20,000) for the term of the Agreement, the responsibility for which the parties agree shall be evenly shared, with each party contributing Ten Thousand Dollars (\$10,000). ThedaCare's obligation pursuant to this Subsection 3.1 shall at no time exceed Ten Thousand Dollars (\$10,000) for the Term of this Agreement. City's obligation pursuant to this Subsection shall be paid to ThedaCare directly within forty-five (45) days of ThedaCare's invoice. The parties agree that should this Agreement terminate early for any reason, their obligations pursuant to this Subsection 3.1 shall be prorated accordingly.
- 2.2. For the term of this Agreement, or portion of a calendar year should this Agreement terminate early as provided for in Section 6, ThedaCare will provide City with a support payment for an amount by which certain defined ambulance related expenses incurred by City during such calendar year or portion thereof exceed certain defined ambulance related revenues accruing to City during such calendar year or portion thereof, all as described in Exhibit A, attached hereto and incorporated herein by reference. However, the parties acknowledge and agree that the amount that ThedaCare will provide City pursuant to this Subsection 3.2 shall at no time exceed One-Hundred and Twenty Thousand Dollars (\$120,000) for the term of this Agreement. ThedaCare shall pay any such support payment to City within forty-five (45) days of receiving a reasonably acceptable report showing such loss for the prior calendar year or portion or the prior calendar year, and itemizing the expenses and revenues described on Exhibit A for such calendar year or portion thereof, based upon independently audited financial statements for City. If, during the calendar year or portion thereof, City does not realize a loss, ThedaCare shall not be obligated to make a support payment to City for such calendar year or portion thereof.
- 2.3. For the term of this Agreement, or portion of a calendar year should this Agreement terminate early for any reason, if there is a reduction compared to the immediately preceding calendar year or approximate portion of such calendar year of the amount by which certain defined ambulance related expenses incurred by City during such calendar year or portion thereof exceed certain defined ambulance related revenues accruing to City during such calendar year or portion thereof, all as described in Exhibit A, the parties shall split such cost savings equally between them, with each party receiving fifty (50%) percent.

3. **Compliance.** In performing under this Agreement, the parties shall comply with all applicable policies and procedures as may be adopted by City and ThedaCare with respect to the subject matter hereof, as well as any applicable mandates of state or federal laws, regulations or rules applicable to such party.

4. **City Representations and Warranties.** City represents and warrants as follows:

4.1. All EMS personnel are considered employees of City for the purposes of this Agreement. City shall be solely responsible for the hiring, firing, and disciplining of City employees. However, City agrees that it shall promptly investigate any issues brought to its attention by the ThedaCare manager(s) or any other person regarding the EMS Director, reasonably communicate with the ThedaCare manager(s) regarding such issues, their resolutions and potential outcomes or disciplinary action, and shall take any suggested action with respect to the EMS Director proposed by the ThedaCare manager(s) under advisement.

4.2. City is and shall remain the owner and operator of the ambulance services.

4.3. City is committed to working toward reducing or eliminating the loss from ambulance operations by either reducing expenses or increasing revenue. Alternatively, City will continue discussions with County officials to transition the ambulance services to the County.

5. **Confidentiality.**

5.1. City agrees that it will not, without prior written notification of ThedaCare, reveal, disclose, or publish to any persons not employed by ThedaCare any business or confidential information acquired by it from ThedaCare or originating in the course of ThedaCare performing work or rendering services under this Agreement. Nothing in this Agreement shall prevent City or ThedaCare from disclosing information as required by and in accordance with applicable law. Any and all reports, findings, recommendations, working papers, memoranda, and other documents relating in any way to any work or services performed pursuant to this Agreement or furnished to City in connection with this Agreement shall be the property of City, and subject to all open records laws and confidentiality exceptions, and shall be turned over to City upon the termination of this Agreement. All archived documents shall be held at City Hall whenever practicable. However, ThedaCare shall have the sole right to access, disclose and use such documents as it sees fit in furtherance of providing the management services or otherwise fulfilling its obligations pursuant to this Agreement.

5.2. All patient information, if any, shared among the parties shall be regarded by both parties as confidential and both parties shall comply with all federal and state laws and regulations pertaining to the confidentiality of patient information, including, without limitation, the Health Insurance Portability and Accountability Act ("HIPAA"), as amended by the Health Information Technology for

Economic and Clinical Health (“HITECH”) Act, and the regulations promulgated pursuant thereto. In the event ThedaCare will require access to, or otherwise create, receive, maintain or transmit protected health information (as that term is defined at 45 C.F.R. § 160.103) in order to perform its obligations pursuant to this Agreement such that it will be acting as a business associate (as that term is defined at 45 C.F.R. § 160.103) of City, the parties agree to enter into a mutually agreeable business associate agreement prior to any exchange of protected health information between the parties.

**6. Term and Termination.**

- 6.1. The term of this Agreement shall be one (1) year, commencing January 1, 2019 and terminating on December 31, 2019. This Agreement shall continue for an additional period of one (1) year only if prior to September 30, 2019 the parties agree in writing to its extension.
- 6.2. This Agreement may be terminated by either party with sixty (60) days’ advance notice.
- 6.3. In the event of any violation by City or ThedaCare of any of the terms of this Agreement, the other party may terminate the Agreement immediately upon written notice to the breaching party.
- 6.4. Any breach or evasion of any of the terms of this Agreement by either party may result in immediate and irreparable injury to the other party and such injured party is authorized to seek in a court of competent jurisdiction an injunction and or specific performance as well as any other legal or equitable remedies to which such injured party may be entitled under this Agreement, in equity or at law.
- 6.5. Upon termination of this Agreement, neither party shall have any continuing obligation to the other except for obligations that arise prior to termination or that, by the express terms of this Agreement, survive termination of this Agreement.

7. **Nondiscrimination.** In addition to any other requirement of law, the parties agree to not unlawfully discriminate against any employee or applicant for employment or service recipient because of race, color, national origin, age, sex, handicap, or any other unlawful basis in their performance of this Agreement.

**8. Relationship of the Parties.**

- 8.1. The relationship of the parties is that of independent contractors contracting with each other for the purposes of this Agreement. No employee or agent of either party may be deemed an employee or agent of the other party by reason of this Agreement.

- 8.2. Nothing in this Agreement shall be construed to directly or indirectly require either party to refer patients to the other party, to utilize the other party to provide services to patients, or to otherwise generate business for the other party. Under no circumstances shall this Agreement, either explicitly or implicitly, require or obligate either party to utilize, arrange for, or recommend to patients any services of the other party. Nothing in this Agreement shall be intended or construed in any manner whatsoever as a reward or inducement for referrals of patients or other business.
- 8.3. The parties acknowledge and respect the freedom of patients to participate in health care decision-making. Nothing in this Agreement will impact patients' right to choose a provider. Patients or their authorized representatives shall at all times remain free to choose the provider to which they would like to be transported via ambulance. If the patient or their authorized representative is unable to choose or their choice of provider would be detrimental to the patient's health, the patient shall be transported to the nearest hospital, as required by applicable law, regulation or rule. Neither party nor any of their personnel are obligated to encourage or in any way influence patients to utilize the services of the other.
9. **Access to Records by Government Officials.** The following applies to the extent required by Federal law:
- 9.1. Until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, the parties shall make available, upon written request by the Secretary of Health and Human Services, or upon request by the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents, and records that are necessary to certify the nature and extent of the costs incurred under this Agreement.
- 9.2. If the parties carry out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that, until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary of Health and Human Services, or upon request by the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of such organization that are necessary to verify the nature and extent of the costs incurred under the subcontract.
10. **No Assignment.** Neither this Agreement nor any obligation to be performed under this Agreement may be assigned by either party without the prior written consent of the other party. However, ThedaCare shall have the authority to assign this Agreement or any of its obligations hereunder without consent from City in conjunction with any corporate reorganization.

11. **Notices.** All communications or notices required or permitted by this Agreement must be in writing and will be deemed to have been given at the earlier of the date when actually delivered to a party or when deposited in the United States mail, certified or registered mail, postage prepaid, return receipt requested, and addressed as follows, unless and until either of the parties notifies the other in accordance with this Section of a change of address:

If to City:                      City of Berlin  
   108 North Capron Street  
   Berlin, Wisconsin 54923  
   Attention: City Administrator

If to ThedaCare:              ThedaCare Medical Center – Berlin, Inc.  
   225 Memorial Drive  
   Berlin, Wisconsin 54923  
   Attention: Vice President of Critical Access Hospital  
   Operations

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

13. **Entire Agreement.** This Agreement supersedes any previous agreements and constitutes the entire agreement between the parties relating to the subject matter hereof.

14. **Indemnification; Limitation on Liability; Insurance.**

14.1. City shall indemnify, reimburse, defend and hold harmless ThedaCare and its successors and permitted assigns, together with their respective employees, officers, members, directors, agents and representatives (collectively the “Indemnified Parties”), from and against all losses, costs, damages, penalties, expenses, claims and liabilities (joint or severable) of any kind or nature whatsoever (collectively “Losses”) that are incurred by such Indemnified Parties in connection with, relating to or arising out of the operation of ambulance services by City or the performance of any services or other actions hereunder; provided, however, that City shall not be obligated to indemnify, reimburse, defend or hold harmless any Indemnified Party for any Losses incurred by such Indemnified Party in connection with, relating to or arising out of: (i) the gross negligence, willful misconduct, bad faith or reckless disregard of such Indemnified Party in the performance of any services hereunder; or (ii) fraudulent or dishonest acts of such Indemnified Party with respect to City. The rights of any Indemnified Party referred to above shall be in addition to any rights that such Indemnified Party shall otherwise have at law or in equity.

14.2. ThedaCare shall not be liable for, and City shall not take, or permit to be taken, any action against ThedaCare to hold ThedaCare liable for, any error of

judgment, mistake or for any loss suffered by City in connection with the performance of ThedaCare's duties under this Agreement, except for a loss resulting from gross negligence, willful misconduct, bad faith or reckless disregard on the part of ThedaCare in the performance of its duties and obligations under this Agreement, or its fraudulent or dishonest acts with respect to City.

- 14.3. ThedaCare and City each shall carry, at its own expense: (a) commercial general liability insurance for personal injury, damage to property and/or bodily injury to, or death of, third parties and if applicable, products and completed operations coverage with limits no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate; (b) professional liability insurance with a limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate; and (c) workers compensation and employers liability insurance covering their respective personnel employed to perform services hereunder in accordance with limits required by applicable law. Appropriate self-insurance may be substituted or combined with commercial insurance by either Party if agreed to by the other.
- 14.4. The provisions of this Section 14 shall survive the termination or expiration of this Agreement.
15. **Severability**. If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability of that provision shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accord with its terms.
16. **Waiver**. The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.
17. **Headings**. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
18. **Amendment**. This Agreement may be amended at any time by the agreement to such amendment by both of the parties. Any such amendment must be in writing and signed by the duly authorized representatives of the parties to be enforceable.
19. **Notice of Claims**. The parties each shall promptly notify the other of any claim asserted against either party or any of their respective agents or employees, whether or not the claim is in connection with the provision of services pursuant this Agreement, and of any facts or circumstances known to either party, that might reasonably be deemed to give rise to a future claim against such other party.

20. **Material Change in Law.** In the event of a change in any applicable law that materially impacts the parties' relationship hereunder, or results in the reasonable possibility that one of the parties to this Agreement may be in violation of any law, regulation or rule because of the existence of this Agreement, the parties shall promptly meet to consider appropriate changes to this Agreement and shall reform this Agreement as necessary, to address the material impact to the parties' relationship hereunder, or to prevent either of the parties from being in violation of any law, regulation or rule stemming from the existence of this Agreement. In the event the parties are unable agree on an amendment within thirty (30) days or prior to the effective date of such law, regulation or rule, whichever is sooner, either party may terminate this Agreement upon written notice to the other party.
21. **Excluded Providers.** Neither City nor ThedaCare is now or nor has ever been excluded, sanctioned, debarred, or otherwise made ineligible from participation in any government sponsored program, including any federal or state health care program (e.g., Medicare, Medicaid), and no proceedings, investigations, or inquiries are currently pending or threatened by any federal or state agency as a result of which City or ThedaCare could be excluded, sanctioned, debarred or otherwise made ineligible from participation in any government sponsored program or sanctioned for any violation of any rule or regulation of such programs (excluding denial of reimbursement or payment of any specific claim or claims). Each Party will immediately provide written notice to the other of any such pending or threatened investigation or inquiry upon becoming aware of such investigation or inquiry.
22. **Compliance with Laws, Regulations and Accreditation.** The parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations and accreditation or certification standards, including but not limited to, Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7b(f)) fraud and abuse laws (including the Anti-Kickback Statute) and the Stark Law, and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws.
23. **Execution.** This Agreement and any amendments hereto may be executed in multiple counterparts, each of which shall be deemed an original, with all originals together constituting one and the same instrument.

*[Remainder intentionally blank. Signatures to follow.]*

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

**THEDACARE MEDICAL CENTER – BERLIN, INC.**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

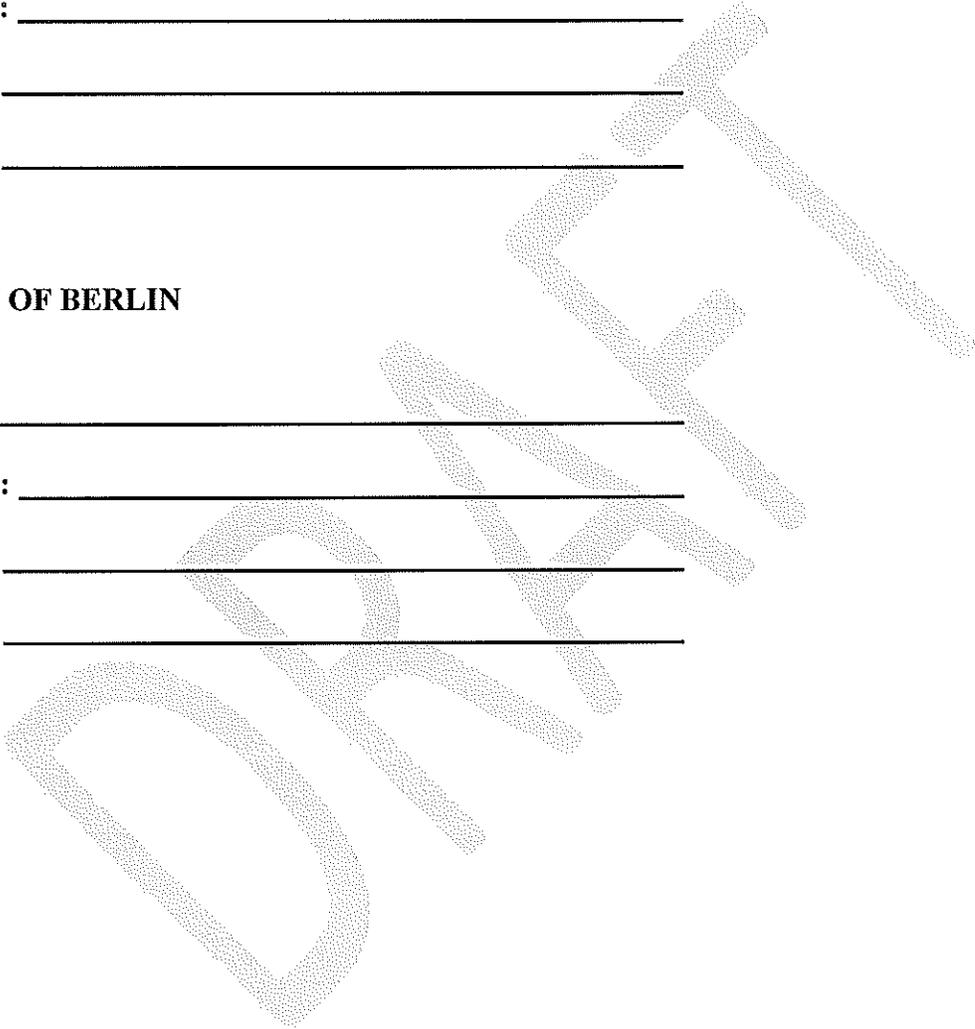
**CITY OF BERLIN**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**EXHIBIT A****Defined Ambulance Expenses**

<b>Account Code</b>	<b>Expense</b>
10-52-30001-110	Salaries
10-52-30001-160	Public Relations
10-52-30001-221	Phone
10-52-30001-240	Repairs & Maintenance
10-52-30001-290	Other Contractual Services
10-52-30001-310	Office Supplies
10-52-30001-330	Conferences and Training
10-52-30001-340	Operating Supplies
10-52-30001-345	Property Services-Vehicles
10-52-30001-380	Equipment & Structures
10-52-30001-390	Miscellaneous
10-52-30001-391	Uniforms
10-52-30001-392	Medical Expense
10-52-30001-501	Social Security
10-52-30001-502	Medicare SS
10-52-30001-510	Insurance Premiums
10-52-30001-650	WRF 600
10-52-30001-700	WRF 700

**Defined Ambulance Revenues**

<b>Account Code</b>	<b>Revenue</b>
10-43-52901	Ambulance-Act 102 Funds
10-48-50003	Donations to Ambulance
10-46-23000	Ambulance Fees
10-43-52902	Ambulance Service Grants
10-46-23001	Ambulance Holding Account
10-47-32400	Ambulance Service to Towns
10-48-90009	ThedaCare Ambulance Subsidy

## \*Check Summary Register©

DECEMBER 31 2018

Name	Check Date	Check Amt	
<b>11100 Cash in Bank m FNB</b>			
Paid Chk# 062180	ADVANCED DISPOSAL SERVICE 12/10/2018	\$23,761.98	2018 - NOVEMBER - RESIDENTIAL
Paid Chk# 062181	AMAZON CAPITAL SERVICES, IN 12/10/2018	\$163.33	AMBULANCE SUPPLIES - COMPRESSE
Paid Chk# 062182	AMERICAN SIGNAL CORP 12/10/2018	\$4,078.35	REMOTE TERMINAL UNIT AND PARTS
Paid Chk# 062183	APCO INTL, INC 12/10/2018	\$92.00	2019 MEMBERSHIP DUES MEMBER ID
Paid Chk# 062184	APPLETON FINANCE DEPARTM 12/10/2018	\$448.50	2018 - DECEMBER - WEIGHTS AND
Paid Chk# 062185	BANYON DATA SYSTEMS INC 12/10/2018	\$795.00	FUND AND PAYROLL SUPPPORT
Paid Chk# 062186	BAYCOM INC 12/10/2018	\$173.00	ANTENNA FOR FIRE TRUCK
Paid Chk# 062187	BERNHARDT, DUANE 12/10/2018	\$200.00	2018 - DECEMBER - AMBULANCE OV
Paid Chk# 062188	BREWER HEATING INC 12/10/2018	\$8,265.00	FURNACE FOR PUBLIC WORKS
Paid Chk# 062189	CENTURYLINK 12/10/2018	\$54.37	2018 - DECEMBER - LONG DISTANC
Paid Chk# 062190	COMPLETE OFFICE OF WI 12/10/2018	\$410.16	GENERAL OFFICE SUPPLIES
Paid Chk# 062191	CORPORATE NTRWK SOLUTION 12/10/2018	\$9,561.00	MONITOR FOR BPD COMPUTER
Paid Chk# 062192	DREWS, STEVEN 12/10/2018	\$265.14	BERLIN AMBULANCE PATIENT OVERP
Paid Chk# 062193	DREXEL BUILDING SUPPLY, INC 12/10/2018	\$43.44	LATHE FOR BERLIN PUBLIC WORKS
Paid Chk# 062194	EMC INSURANCE COMPANIES 12/10/2018	\$18,666.48	2019 - JANUARY - LIABILITY INS
Paid Chk# 062195	ESCREEN INC 12/10/2018	\$31.70	PREEMPLOY DRUG SCREEN BETHANY
Paid Chk# 062196	FINISHLINE STUDIOS 12/10/2018	\$35.00	2018 - DECEMBER - WEB HOSTING
Paid Chk# 062197	GCS SOFTWARE 12/10/2018	\$620.00	2018 MUNICIPAL PROPERTY TAX CO
Paid Chk# 062198	GREEN LAKE COUNTY TREASU 12/10/2018	\$1,779.05	UNDER WATER BRIDGE INSPECTION
Paid Chk# 062199	ITU ABSORBTECH, INC. 12/10/2018	\$90.97	2018 - NOVEMBER - UNIFORM BILL
Paid Chk# 062200	KNUTSON & SONS 12/10/2018	\$2,000.00	FLOORING FOR BERLIN SENIOR CEN
Paid Chk# 062201	KUNKEL ENGINEERING GROUP 12/10/2018	\$7,452.50	PROPOSED EXPANSION OF WI SPICE
Paid Chk# 062202	LANDMARK SERVICES COOPER 12/10/2018	\$4,995.89	GAS/FUEL DELIVERY
Paid Chk# 062203	LEAGUE OF WI MUNICIPALITIES 12/10/2018	\$1,286.03	2019 MEMBERSHIP DUES
Paid Chk# 062204	MUNICIPAL CODE CORP 12/10/2018	\$275.00	ANNUAL ADMINISTRATIVE SUPPORT
Paid Chk# 062205	OSHKOSH OFFICE SYSTEMS 12/10/2018	\$189.59	2018 - NOVEMBER - COPIES FOR R
Paid Chk# 062206	PIECHOWSKI, MARJORIE P. 12/10/2018	\$200.00	2019 - FEMA GRANT PREPERATION
Paid Chk# 062207	RADKE, MICHAEL 12/10/2018	\$94.95	BOOTS FOR MIKE RADKE BFD
Paid Chk# 062208	SECURIAN FINANCIAL GROUP 12/10/2018	\$836.61	2018 - DECEMBER - EMPLOYEE LIF
Paid Chk# 062209	SHEA ELECTRIC & COMM LLC 12/10/2018	\$513.21	CONTROLLER INSTALLED ON SECURE
Paid Chk# 062210	SILVA, JACKIE 12/10/2018	\$613.11	2018 - DECEMBER - HEALTH INSUR
Paid Chk# 062211	STATE BANK OF CHILTON 12/10/2018	\$17,000.00	TID#02E DEVELOPER REIMBURSEMEN
Paid Chk# 062212	TRANSCENDENT TECHNOLOGIE 12/10/2018	\$750.00	2018 - ANNUAL SOFTWARE MAINTEN
Paid Chk# 062213	UNITED STATES POSTAL SERVI 12/10/2018	\$72.00	SEMI-ANNUAL POST OFFICE BOX RE
Paid Chk# 062214	UNITEDHEALTHCARE 12/10/2018	\$865.00	BERLIN EMERGENCY SERVICES DOUB
Paid Chk# 062215	VIVIAL 12/10/2018	\$44.95	2018 - DECEMBER - CENTURYLINK
Paid Chk# 062216	W.S. DARLEY & CO 12/10/2018	\$74.17	SUPPLIES FOR BERLIN FIRE DEPAR
Paid Chk# 062217	WI ECONOMIC DEVELOPMENT 12/10/2018	\$100.00	2019 MEMBERSHIP CONNECT COMMU
Paid Chk# 062218	YOUNGBAUER, JOSHUA 12/10/2018	\$9,364.00	RESIDENTIAL HOUSING INCENTIVE
Paid Chk# 062219	BERLIN EMERGENCY MANAGEM 12/10/2018	\$50.00	LEGAL BLOOD DRAW - CARRIE BERN
Paid Chk# 062220	GALLS 12/10/2018	\$86.90	CRK TROUSERS
Paid Chk# 062221	IACP 12/10/2018	\$190.00	PLANTZ DUES 01/01/19-12/31/201
Paid Chk# 062222	OREILLYS AUTOMOTIVE 12/10/2018	\$2.99	LOCK LUBE FOR BERLIN PD
Paid Chk# 062223	POMP'S TIRE SERVICE, INC. 12/10/2018	\$1,296.48	SQUAD 57 TIRES
Paid Chk# 062224	SONDALLE FORD LINCOLN MER 12/10/2018	\$761.24	2015 FORD REPLACE CATALYTIC CO
Paid Chk# 062225	SPLITTGERBER, PAUL A 12/10/2018	\$22.00	CHRISTMAS PARADE CROSSING GUAR
Paid Chk# 062226	TONDELLI, CHRIS 12/10/2018	\$22.00	CHRISTMAS PARADE CROSSING GUAR
Paid Chk# 062227	WASHINGTON CTY CLERK OF C 12/10/2018	\$1.25	1 PHOTOCOPY OF 1/29/18 CASH BO
Paid Chk# 062228	Voided 12/12/2018	\$0.00	Check AddUnused
Paid Chk# 062229	Voided 12/12/2018	\$0.00	Check AddUnused
Paid Chk# 062230	Voided 12/12/2018	\$0.00	Check AddUnused
Paid Chk# 062231	Voided 12/12/2018	\$0.00	Check AddUnused
Paid Chk# 062232	Voided 12/12/2018	\$0.00	Check AddUnused
Paid Chk# 062233	Voided 12/12/2018	\$0.00	Check AddUnused
Paid Chk# 062234	Voided 12/12/2018	\$0.00	Check AddUnused
Paid Chk# 062235	Voided 12/12/2018	\$0.00	Check AddUnused
Paid Chk# 062236	Voided 12/12/2018	\$0.00	Check AddUnused

General City Payables

## \*Check Summary Register©

DECEMBER 31 2018

Name	Check Date	Check Amt	
Paid Chk# 062237	Voided	12/12/2018	\$0.00 Check AddUnused
Paid Chk# 062238	Voided	12/12/2018	\$0.00 Check AddUnused
Paid Chk# 062239	Voided	12/12/2018	\$0.00 Check AddUnused
Paid Chk# 062240	Voided	12/12/2018	\$0.00 Check AddUnused
Paid Chk# 062241	BMO HARRIS BANK	12/12/2018	\$478.75 2018 - PAYROLL 25 - EMPLOYEE H
Paid Chk# 062242	CITIZENS FIRST CREDIT UNION	12/12/2018	\$352.88 2018 - PAYROLL 25 - EMPLOYEE H
Paid Chk# 062243	COMMUNITY FIRST CREDIT UNI	12/12/2018	\$540.00 2018 - DECEMBER - EMPLOYER H.
Paid Chk# 062244	FARMERS & MERCHANTS BANK	12/12/2018	\$1,569.86 2018 - DECEMBER - EMPLOYER H.
Paid Chk# 062245	FORTIFI BANK	12/12/2018	\$1,537.50 2018 - DECEMBER - EMPLOYER H.
Paid Chk# 062246	FOX COMMUNITIES CREDIT UNI	12/12/2018	\$167.50 2018 - PAYROLL 25 - EMPLOYEE H
Paid Chk# 062247	HORICON BANK	12/12/2018	\$100.00 2018 - PAYROLL 25 - EMPLOYEE H
Paid Chk# 062248	NORTH SHORE BANK, FSB	12/12/2018	\$75.00 2018 - PAYROLL 25 - EMPLOYEE D
Paid Chk# 062249	OPTUM CONSUMER SERVICES	12/12/2018	\$175.00 2018 - PAYROLL 25 - EMPLOYEE H
Paid Chk# 062250	VERVE	12/12/2018	\$87.50 2018 - PAYROLL 25 - EMPLOYEE H
Paid Chk# 062251	WI SCTF	12/12/2018	\$1,104.00 PAYROLL 25 SUPPORT OBLIGATION
Paid Chk# 062252	4 IMPRINT, INC	12/18/2018	\$523.06 PENS AND PLANNERS FOR THE LIBR
Paid Chk# 062253	BAKER & TAYLOR	12/18/2018	\$1,117.68 9 UNITS FOR BERLIN PUBLIC LIBR
Paid Chk# 062254	BERLIN OIL PRODUCTS	12/18/2018	\$44.00 22 PAPERS FOR BERLIN PUBLIC LI
Paid Chk# 062255	COMPLETE OFFICE OF WI	12/18/2018	\$257.29 OFFICE SUPPLIES FOR BERLIN PUB
Paid Chk# 062256	LISA M. OBRIST	12/18/2018	\$787.50 2018 - NOVEMBER - LIBRARY CLEA
Paid Chk# 062257	MANGO LANGUAGES	12/18/2018	\$1,901.66 2019 MANGO CONVERSATIONS SUBSC
Paid Chk# 062258	OSHKOSH OFFICE SYSTEMS	12/18/2018	\$46.71 2019 - NOVEMBER RICOH #7293 BP
Paid Chk# 062259	OTIS ELEVATOR COMPANY	12/18/2018	\$495.00 ELEVATOR INSPECTION AT BERLIN
Paid Chk# 062260	SCHOLASTIC BOOK CLUBS	12/18/2018	\$82.50 MAGIC TREEHOUSE BOOKS FOR FAMI
Paid Chk# 062261	SUPERIOR CHEMICAL CORP	12/18/2018	\$378.87 LIBRARY MAINTENANCE SUPPLIES
Paid Chk# 062262	UNIQUE MANAGEMENT SERVIC	12/18/2018	\$44.75 2018 - NOVEMBER - PLACEMENTS A
Paid Chk# 062263	WINNEFOX COOPERATIVE TEC	12/18/2018	\$634.57 2018 - NOVEMBER - 12 MATERIALS
Paid Chk# 062264	ADVANCED DISPOSAL SERVICE	12/18/2018	\$392.51 2018 - DECEMBER - TRASH AND RE
Paid Chk# 062265	AL SCHMUDE ELECTRIC LLC	12/18/2018	\$406.80 CONNECT HEATING UNITS AT CITY
Paid Chk# 062266	BERLIN WATER & SEWER UTILI	12/18/2018	\$21,951.38 2018 - NOVEMBER - BERLIN WATER
Paid Chk# 062267	BLACK WOLF HYDRAULICS, LLC	12/18/2018	\$305.85 MACHINING WORK FOR BERLIN PUBL
Paid Chk# 062268	CLASSIC CAB, LTD	12/18/2018	\$12,135.53 2018 - NOVEMBER - SHARED RIDE
Paid Chk# 062269	COMPLETE OFFICE OF WI	12/18/2018	\$189.97 OFFICE SUPPLIES FOR RECREATION
Paid Chk# 062270	DON E. PARKER EXCAVATING, I	12/18/2018	\$195,387.92 PAYMENT #3 - 5TH WARD PROJECT
Paid Chk# 062271	DTN, LLC	12/18/2018	\$510.00 2018 - DECEMBER - RADAR SERVIC
Paid Chk# 062272	FIRE INSPECTION SERVICES IN	12/18/2018	\$1,487.50 2018 - NOVEMBER - FIRE INSPECT
Paid Chk# 062273	FRANKE, NATOSHA	12/18/2018	\$50.00 INDOOR POOL RENTAL CANCELLATIO
Paid Chk# 062274	GREEN LAKE COUNTY CLERK	12/18/2018	\$927.36 2018 - ELECTION PUBLICATIONS
Paid Chk# 062275	GREEN LAKE COUNTY TREASU	12/18/2018	\$600.00 2018 - AUGUST - SANDBAGS FOR E
Paid Chk# 062276	INTERSTATE BATTERY	12/18/2018	\$131.90 BATTERIES FOR DEPARTMENT OF PU
Paid Chk# 062277	KITZ & PFEIL HARDWARE, INC	12/18/2018	\$45.00 2018 - DECEMBER - LOCKSMITH SE
Paid Chk# 062278	KUNKEL ENGINEERING GROUP	12/18/2018	\$4,073.20 2018 - OCTOBER - BUILDING INSP
Paid Chk# 062279	MGD INDUSTRIAL CORP	12/18/2018	\$103.12 PARTS FOR BERLIN PUBLIC WORKS
Paid Chk# 062280	PACKER CITY INT'L TRUCKS, IN	12/18/2018	\$6.73 PARTS FOR BERLIN PUBLIC WORKS
Paid Chk# 062281	RED POWER DIESEL SERVICE	12/18/2018	\$13,158.00 MAINTENANCE ON 1995 FORD L800
Paid Chk# 062282	THE CVIKOTA COMPANY INC	12/18/2018	\$2,160.59 2018 - NOVEMBER - AMBULANCE CO
Paid Chk# 062283	vonBRIESEN & ROPER, s.c.	12/18/2018	\$1,656.00 2019 UNION NEGOTIATIONS
Paid Chk# 062284	WORTH COURT REPORTING	12/18/2018	\$87.00 2018 - MAY - BOARD OF APPEALS
Paid Chk# 062285	BMO HARRIS BANK	12/27/2018	\$260.00 PAYROLL 26 EMPLOYEE H.S.A. DED
Paid Chk# 062286	CITIZENS FIRST CREDIT UNION	12/27/2018	\$227.88 PAYROLL 26 EMPLOYEE H.S.A. DED
Paid Chk# 062287	COMMUNITY FIRST CREDIT UNI	12/27/2018	\$165.00 PAYROLL 26 EMPLOYEE H.S.A. DED
Paid Chk# 062288	FARMERS & MERCHANTS BANK	12/27/2018	\$596.07 PAYROLL 26 EMPLOYEE H.S.A. DED
Paid Chk# 062289	FORTIFI BANK	12/27/2018	\$725.00 PAYROLL 26 EMPLOYEE H.S.A. DED
Paid Chk# 062290	FOX COMMUNITIES CREDIT UNI	12/27/2018	\$105.00 PAYROLL 26 EMPLOYEE H.S.A. DED
Paid Chk# 062291	HORICON BANK	12/27/2018	\$100.00 PAYROLL 26 EMPLOYEE H.S.A. DED
Paid Chk# 062292	NORTH SHORE BANK, FSB	12/27/2018	\$75.00 PAYROLL 26 DEFERRED COMP DEDUC
Paid Chk# 062293	OPTUM CONSUMER SERVICES	12/27/2018	\$50.00 PAYROLL 26 EMPLOYEE H.S.A. DED
Paid Chk# 062294	VERVE	12/27/2018	\$25.00 PAYROLL 26 EMPLOYEE H.S.A. DED

**\*Check Summary Register©**

DECEMBER 31 2018

Name	Check Date	Check Amt	
Paid Chk# 062295 WI SCTF	12/27/2018	\$1,104.00	SUPPORT OBLIGATION CASE NO. 16
Paid Chk# 062296 ADVANCED DISPOSAL SERVICE	12/27/2018	\$26.25	#62 CITY BUILDING SHINGLES
Paid Chk# 062297 BERLIN JOURNAL NEWSPAPER	12/27/2018	\$531.25	5TH WARD VACANCY
Paid Chk# 062298 CEC	12/27/2018	\$375.00	AGREEMENT 100-2126 COPS MONITO
Paid Chk# 062299 CenturyLink	12/27/2018	\$2,028.59	2018 - DECEMBER - PHONE SERVIC
Paid Chk# 062300 CORPORATE NTRWK SOLUTION	12/27/2018	\$125.00	ROLLER KIT FOR JODIE'S PRINTER
Paid Chk# 062301 CUMMINS GREAT LAKES INC	12/27/2018	\$303.52	INSPECTION ON KOHLER UNIT
Paid Chk# 062302 EMERGENCY MEDICAL PRODUC	12/27/2018	\$428.63	DEXTROSE INJ 500MG/ML
Paid Chk# 062303 FINISHLINE STUDIOS	12/27/2018	\$1,800.00	WEBSITE RE-DESIGN COMPLETION
Paid Chk# 062304 FIVE ALARM FIRE & SFTY EQ, LL	12/27/2018	\$785.00	HURST PREVENTION SERVICE
Paid Chk# 062305 GREEN LAKE COUNTY TREASU	12/27/2018	\$570.00	2018 BRIDGE INSPECTION
Paid Chk# 062306 J. F. AHERN COMPANY	12/27/2018	\$259.28	2018 - DECEMBER - ANNUAL SENIO
Paid Chk# 062307 SEAMAN, MIDGE, PETTY CASH	12/27/2018	\$71.44	2018 - DECEMBER - PETTY CASH
Paid Chk# 062308 TIME VALUE SOFTWARE	12/27/2018	\$105.00	2019 - ANNUAL RENEWAL TVALUE D
Paid Chk# 062309 VIKING ELECTRIC SUPPLY	12/27/2018	\$2,642.85	LED STREET LIGHTS/INVENTORY
Paid Chk# 062310 W.S. DARLEY & CO	12/27/2018	\$2,506.62	ICE RESCUE SUIT
Paid Chk# 062311 BERLIN WATER & SEWER UTILI	12/31/2018	\$167.13	WAGE REIMBURSEMENT FROM CITY O
Paid Chk# 062312 CHARTER COMMUNICATION	12/31/2018	\$139.98	2018 - DECEMBER - INTERNET SER
Paid Chk# 062313 COMPLETE OFFICE OF WI	12/31/2018	\$145.19	BULLETIN BOARD FOR VESTIBULE A
<b>Total Checks</b>		<b>\$403,405.96</b>	

**\*Check Summary Register©**

DECEMBER 31 2018

Name	Check Date	Check Amt	
<b>11161 UTILITY CASH - FNB</b>			
Paid Chk# 014473	U S POST OFFICE - POSTMASTE	12/5/2018	\$535.08 DECEMBER 2018 MONTHLY BILLS
Paid Chk# 014474	BANYON DATA SYSTEMS INC	12/7/2018	\$795.00 PAYROLL/FUND SUPPORT
Paid Chk# 014475	BERLIN CITY TREASURER	12/7/2018	\$4,547.49 NOV 2018 UTILITY GAS & DIESEL
Paid Chk# 014476	BERLIN JOURNAL NEWSPAPER	12/7/2018	\$12.01 UPS TO BADGER LABS
Paid Chk# 014477	BERLIN OIL PRODUCTS	12/7/2018	\$982.60 TIRES TWO TRUCKS
Paid Chk# 014478	JON LUNDT ELECTRIC, INC	12/7/2018	\$383.94 HEATER WASHINGTON STREET STATI
Paid Chk# 014479	KUNKEL ENGINEERING GROUP	12/7/2018	\$160.00 DOCK STREET PLAN AND SPEC FOR
Paid Chk# 014480	LINCOLN CONTR SUPPLY INC	12/7/2018	\$459.00 BRUSHLESS HI-TORQUE IMPACT WRE
Paid Chk# 014481	MARTELLE WATER TREATMENT	12/7/2018	\$4,378.25 LIQUID ALUMINUM SULFATE
Paid Chk# 014482	TNEMEC COMPANY, INC	12/7/2018	\$709.40 HB TNEME-GLOSS TAN BARK, SPRMN
Paid Chk# 014483	U S CELLULAR	12/7/2018	\$162.19 NOV CELL PHONE BILLING
Paid Chk# 014484	UNITED STATES POSTAL SERVI	12/7/2018	\$250.00 POSTAGE
Paid Chk# 014485	WISCONSIN RURAL WATER ASS	12/7/2018	\$455.00 SYSTEM MEMBERSHIP RENEWAL
Paid Chk# 014486	ADVANCED DISPOSAL SERVICE	12/14/2018	\$223.97 TRASH/ RECYCLING
Paid Chk# 014487	BADGER LABORATORIES INC	12/14/2018	\$1,659.00 BOD
Paid Chk# 014488	BERLIN JOURNAL NEWSPAPER	12/14/2018	\$23.17 UPS TO BADGER LABS
Paid Chk# 014489	CYPRESS FARMS LLC	12/14/2018	\$1,750.00 EASEMENT AGREEMENT
Paid Chk# 014490	DON E. PARKER EXCAVATING, I	12/14/2018	\$2,100.00 2018 STREET & UTILITY PROJECT
Paid Chk# 014491	HAWKINS /ASH CPAs	12/14/2018	\$3,000.00 PROGRESS BILL FOR 12312018 AUD
Paid Chk# 014492	JON LUNDT ELECTRIC, INC	12/14/2018	\$1,415.37 LED WALL FIXTURES, TRACE WIRIN
Paid Chk# 014493	L.W. ALLEN LLC	12/14/2018	\$811.32 INFLUENT PUMP 3 FAILS TO START
Paid Chk# 014494	SOBIESKI BROS REPAIR	12/14/2018	\$98.00 COOLANT HEATER AND CORD
Paid Chk# 014495	WALTCO INC	12/14/2018	\$569.44 SAMPLE PICK UP FOR BADGER LABS
Paid Chk# 014496	WI STATE LABORATORY OF HY	12/14/2018	\$25.00 FLUORIDE
Paid Chk# 014497	WISCONSIN TUBING, INC	12/14/2018	\$121.20 BLACK TUBING TAPE
Paid Chk# 014498	BADGER LABORATORIES INC	12/21/2018	\$1,460.00 BOD, SUSPENDED SOLIDS, TOTAL P
Paid Chk# 014499	BERLIN CITY TREASURER	12/21/2018	\$1,304.30 NOV 2018 CENTURYLINK BILLING
Paid Chk# 014500	BERLIN JOURNAL NEWSPAPER	12/21/2018	\$11.99 UPS TO BADGER LABS
Paid Chk# 014501	CCP INDUSTRIES INC.	12/21/2018	\$173.66 LINED BROWN JERSEY RED LINED,
Paid Chk# 014502	CenturyLink	12/21/2018	\$47.18 NOV 2018 INVOICE
Paid Chk# 014503	CINTAS CORPORATION	12/21/2018	\$175.32 DUST MOP, MATS
Paid Chk# 014504	COMPLETE OFFICE OF WI	12/21/2018	\$158.49 WINDOW ENVELOPES
Paid Chk# 014505	FASTENAL COMPANY	12/21/2018	\$36.47 NYLOCK,S/S FW, HCS S/S
Paid Chk# 014506	INTERSTATE BATTERY	12/21/2018	\$54.78 ADRV0085, SLA1104
Paid Chk# 014507	JON LUNDT ELECTRIC, INC	12/21/2018	\$603.49 CHANGE HEATER IN WATER TOWER C
Paid Chk# 014508	LINCOLN CONTR SUPPLY INC	12/21/2018	\$58.99 POWERGRAB THERMAL GLOVES
Paid Chk# 014509	MORIARTY REFRIGERATION	12/21/2018	\$892.48 DEHUMIDIFIER SERVICED
Paid Chk# 014510	POMP'S TIRE SERVICE, INC.	12/21/2018	\$1,400.00 4 MECHANIC QUANTITY TIRES
Paid Chk# 014511	SHERWIN WILLIAMS CO	12/21/2018	\$348.55 PAINT
Paid Chk# 014512	USA BLUEBOOK	12/21/2018	\$853.74 TELESCOPING POLE AND 6FT EXTEN
Paid Chk# 014513	BERLIN CITY TREASURER	12/28/2018	\$20,805.32 DEC 2018 PAYROLL DEDUCTIONS
Paid Chk# 014514	BERLIN CITY TREASURER	12/28/2018	\$244,728.86 2018 COST BILLED BACK TO THE U
Paid Chk# 014515	BERLIN JOURNAL NEWSPAPER	12/28/2018	\$62.01 UPS TO BADGER LABS
Paid Chk# 014516	CCP INDUSTRIES INC.	12/28/2018	\$194.90 DRIVERS THINSULATE GLOVES
Paid Chk# 014517	FASTENAL COMPANY	12/28/2018	\$26.44 6" WIDE COARSE WHEEL
Paid Chk# 014518	FERGUSON WATER WORKS #14	12/28/2018	\$782.09 REP CLMP, SS REP CLMP
Paid Chk# 014519	USA BLUEBOOK	12/28/2018	\$79.76 6FT EXTENSION POLE
<b>Total Checks</b>			<b>\$299,885.25</b>

*Utility payables*

**CITY OF BERLIN  
PAYROLL FOR DECEMBER - 2018  
NET PAYROLL**

PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY
12/14/2018	25	General City	55,890.29	
12/14/2018	25	Utility		10,452.19
12/14/2018	24.01	Police Clothing	645.74	
12/5/2018	24.02	Schrader missed	453.25	
12/14/2018	24.03	Police OT	5,476.62	
12/17/2018	25.01	Water Dept Uniform		1,140.91
12/19/2018	25.01	EMS meeting Pay	5,308.93	
12/19/2018	25.02	Fireman meeting pay	12,875.45	
12/19/2018	25.03	Novak payout	575.98	
12/19/18	25.04	Dominick payout	127.49	
12/28/2018	26	Utility		10,462.21
12/28/2018	26	General City	59,513.31	
		<b>TOTAL MONTHLY PAYROLL</b>	<b>\$140,867.06</b>	<b>\$22,055.31</b>

DATE: January 10, 2019

TO: Common Council

FROM: Jodie Olson

**RE: Update to Policy on Filling Mayor and Common Council Vacancies**

**Background:** As per prior Committee of the Whole discussion, there is some confusion in the current language in the Policy on Filling Mayor and Common Council Vacancies. Therefore, the City Attorney has provided a draft version of an update to the policy which should help clarify the language and make the intent of the process clearer. The Policy was adopted by resolution, so any changes will need to be adopted by resolution as well.

**Recommendation:** Review policy update and approve Resolution #19-01 Adopting Policy on Filling Mayor and Common Council Vacancies.

CITY OF BERLIN  
Policy on Filling Mayor and Common Council Vacancies  
(Updated January 15, 2019)

According to Wisconsin State Statutes Sec. 17.23(1)(a), vacancies in the office of mayor and alderperson in second, third and fourth class cities are filled by appointment by the common council. In the office of mayor, the person appointed to fill a vacancy shall serve for the residue of the unexpired term unless a special election is ordered by the common council, in which case the person appointed shall serve until his or her successor is elected and qualified. In the office of alderperson, the person appointed shall hold office until a successor is elected and qualified. Unless otherwise ordered by the common council, a successor shall be elected for the residue of the unexpired term on the first Tuesday of April next after the vacancy happens, in case it happens no later than December 1 preceding the first Tuesday in April, but if the vacancy happens after December 1 preceding the first Tuesday in April and before that day, then the successor shall be elected on the first Tuesday in April of the next ensuing year. See the following examples for illustration purposes:

- Example 1: Alderperson's term expires in April, 2021 and vacancy occurs on October 13, 2019 (i.e. prior to December 1), and that vacancy is filled by appointment. The person so appointed shall hold office until a special election to fill the remainder of the term is held in April, 2020; meaning the person so elected would then serve until April, 2021 which is when the original term expired.
- Example 2: Alderperson's term expires in April, 2021 and vacancy occurs on December 13, 2019 (i.e. after December 1), and that vacancy is filled by appointment. The person so appointed shall hold office until April, 2021 which is when the original term expired. There is no need for a special election.
- Example 3: Alderperson's term expires in April, 2020 and vacancy occurs on October 13, 2019, and that vacancy is filled by appointment. The person so appointed shall hold office until April, 2020 which is when the original term expired. There is no need for a special election.
- Example 4: Alderperson's term expires in April, 2020 and vacancy occurs on December 13, 2019, and that vacancy is filled by appointment. Even though the vacancy occurred after December 1, the person so appointed shall hold office until April, 2020 which is when the original term expired. There is no need for a special election.

The common council may, if a vacancy occurs before June 1 in the year preceding expiration of the term of office, order a special election to fill a vacancy to be held on the Tuesday after the first Monday in November following the date of the order. A person so elected shall serve for the residue of the unexpired term.

The statutes do not set forth a specific procedure by which appointments of the common council must be made. Since no method of appointment is prescribed in the statutes, municipal governing bodies may determine their own procedure for nominating candidates and selecting a person to fill the vacancy.

The following policy is established as a set procedure for the Berlin common council to use in filling mayoral and aldermanic vacancies. This policy is adopted by resolution by the common council, and may be reviewed and revised at the discretion of the common council. Once a vacancy occurs, the following process will be followed:

1. **Nomination Process.** Nominations will be received from the floor of the common council at the nomination meeting, and will be only from the pool of eligible applicants who timely submit an application under paragraph 3 below.
2. **Public Notification.** The vacancy will be noticed in the Official City Newspaper requesting applications for the position via a Class 1 notice. The vacancy will also be noticed in a minimum of three public places as well as on the City's designated cable channel. This notice will include a deadline date for applications, which will be at least one week prior to the nomination meeting.
3. **Nomination and Application Requirements.** Applicants will be required to submit a completely filled out Board, Committee, Commission & Common Council Application Form, which is on file at the Clerk's office. A resume will also be requested as part of the application. The application deadline will be one week prior to the nomination meeting. Only applications received by the published deadline will be considered for common council nomination. Nominations will be based on these applications. No nominations will be considered that have not gone through the appropriate application process.
4. **Multiple Nominations.** In the case of more than two nominations, if after a vote of the common council no applicant receives the requisite majority to be elected, the two highest vote getters will be automatically nominated for a final election of the common council.
5. **Selection Process.** Applicants will be notified of the nomination meeting and requested to attend. During the nomination and selection process, the common council may interview applicants at its discretion. Interview questions will be established by the common council in advance, and will be the same for all applicants. The common council shall then vote on the nominations. If a nominee receives a vote representing a majority of the entire common council (currently 4 votes), then that nominee shall be the newly elected alderperson. If a nominee receives a vote of less than a majority of the entire common council, but a majority of those members present, or by virtue of a tie breaker vote by the mayor (assuming the office of mayor is not the vacant position being filled), then that nominee shall become the final candidate, whereby a final vote shall be held to approve or disapprove of that final candidate. To become elected, the final candidate must receive a final approval vote of majority of the entire common council.

**RESOLUTION #19-01**

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**A RESOLUTION ADOPTING POLICY ON FILLING MAYOR AND COMMON COUNCIL  
VACANCIES**

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NOW, THEREFORE, BE IT RESOLVED, that the attached Policy on Filling Mayor and Common Council Vacancies is hereby adopted, and shall be placed on file at the City Clerk's office.

Passed, approved and adopted this \_\_\_\_ day of \_\_\_\_\_, 2019.

ROLL CALL VOTE:

CITY OF BERLIN

\_\_\_\_\_ AYES

BY:

\_\_\_\_\_  
Richard Schramer, Mayor

\_\_\_\_\_ NAYS

\_\_\_\_\_ ABSENT

APPROVED AS TO FORM:

ATTEST:

\_\_\_\_\_  
Jodie Olson  
Administrator, Clerk/Treasurer

\_\_\_\_\_  
Matthew G. Chier  
City Attorney

DATE: January 10, 2019

TO: Common Council

FROM: Jodie Olson

**RE: Nomination of 5<sup>th</sup> Ward Alderperson**

**BACKGROUND:** Two applications with resumes were received for consideration for the 5<sup>th</sup> ward Alderperson vacancy. Applications received were from Felicia Page and Joshua Nigbor. The two applicants met all application requirements.

Council's next step will be to accept nominations from the floor of these two applicants.

The policy states that applicants will be requested to attend the nomination meeting. If Council decides to interview the candidates, interview questions must be established by the Council *in advance* and will be *the same* for all applicants. Therefore, if Council members have specific questions they would like to ask of the applicants, please give me the questions by Monday at the latest and I will compile a list for Council. Questions can be selected from the list prior to interviewing candidates. Interviewing candidates is not a requirement of the process and is completely optional to Council.

The successful nomination will require a majority vote of the Council, which is four (4) votes.

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

Name: Joshua Nigbor  
Address: 273 N. Washington St. Berlin WI 54923  
Phone: Day 920-229-6012 Evening Same

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

Area of Interest:

- |   |  |
|---|--|
| <input type="checkbox"/> Board of Review                            | <input type="checkbox"/> Oakwood Cemetery Board        |
| <input type="checkbox"/> Business Improvement District (BID)        | <input type="checkbox"/> Parks & Recreation Commission |
| <input type="checkbox"/> Committee On Aging                         | <input type="checkbox"/> Plan Commission               |
| <input checked="" type="checkbox"/> Common Council, Ward # <u>5</u> | <input type="checkbox"/> Police & Fire Commission      |
| <input type="checkbox"/> Community Development Authority            | <input type="checkbox"/> Sewer & Water Commission      |
| <input type="checkbox"/> Housing Advisory                           | <input 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)

No, I work till 4pm everyday

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

I want to help Berlin be a great place to live and raise a family for many generations to come.

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

I've almost always been in a supervisory or manager roll my entire adult life.

4. Please provide any additional information for consideration:

I am a Master Mason in the Berlin Mason's Lodge and I am a Director in the Berlin Boat Club.

# JOSHUA NIGBOR

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273 NORTH WASHINGTON ST BERLIN, WI 54923 | 920-229-6012 | [carsfolife@gmail.com](mailto:carsfolife@gmail.com)

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Highly skilled professional with more than 20 years in the auto-body and industrial painting industries. Creative and innovative team player with strong people skills. Demonstrated manager, communicator and decision maker.

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\*Mig & stick welding  
\*Electrical 110v & 220v  
\*Light construction  
\*Metal fabrication

\*Computer/internet  
\*Automotive  
\*Heavy Truck  
\*Project Management

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## **Manager Quality Truck Care Center body shop – Oshkosh**

Sept. 2017- Present

As manager I oversee daily operations of a heavy equipment full service body shop. My duties include writing all repair estimates, paint and material inventory, billing, customer interaction, and any employee concerns or training. I am also a member of our continuous improvement team for Daimler Elite Support which is a nationwide standardized customer support program.

## **Assistant manager Bergstrom body shop - Oshkosh**

Sept. 2007- Sept. 2017

In this role my responsibilities include opening and closing the shop and helping guests that are there to drop off or pick up their vehicle or to get an estimate. Having repaired and still repairing vehicles gives me a tremendous advantage when writing estimates and in selling the body work to the guest. In addition I will assign jobs to the techs and guide them through the repair as well as answer any questions or concerns that they may have. I am a member of our safety committee and ensure that the facility meets all of the requirements that our insurance company has. I participate in continuing education and am I-CAR platinum certified.

## **Manager Racette Ford body shop – Oshkosh**

2005- Sept. 2007

In this position I was a working manager as the shop was a two man shop. I would write estimates, sell the job, take care of office work, and complete repairs on a portion of the vehicles.

## **Auto body tech Bergstrom body shop – Oshkosh**

2002- 2005

As a body tech I would repair a damaged vehicle per an estimate. Repairs would range from a door ding to frame or uni-body damage that may require frame straightening or sectioning. Complete disassembly and reassembly in the damaged area would be required with extreme quality control standards.

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Graduate Berlin High School, Berlin WI

Master Mason, Berlin Masonic Lodge 38

Director, Berlin Boat Club

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

Name: Felicia Page  
Address: 191A Broadway St.  
Phone: Day 920-361-0716 Evening SAME

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

Area of Interest:

- |   |  |
|---|--|
| <input type="checkbox"/> Board of Review                            | <input type="checkbox"/> Oakwood Cemetery Board        |
| <input type="checkbox"/> Committee On Aging                         | <input type="checkbox"/> Parks & Recreation Commission |
| <input checked="" type="checkbox"/> Common Council, Ward # <u>5</u> | <input type="checkbox"/> Plan Commission               |
| <input type="checkbox"/> Community Development Authority            | <input type="checkbox"/> Police & Fire Commission      |
| <input type="checkbox"/> Housing Advisory                           | <input type="checkbox"/> Sewer & Water Commission      |
| <input type="checkbox"/> Library Board                              | <input type="checkbox"/> Zoning Board of Appeals       |

Applicant Questions (attach additional sheets if necessary)

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

None

2. Please indicate why you are interested in serving on any of the above Board, Committee or Commission: Interested in filling out the Terry Pryzbil term. Like being involved in the future of the City.

3. What knowledge, experience, or abilities do you have that would make you an effective board member: Prior 9yrs on City Council - Served as liaison on several committees and commissions.

4. Please provide any additional information for consideration: Owned 2 successful businesses before retirement. Berlin Chamber Pres. + Sec. Lifelong Berlin resident.

# FELICIA PAGE

191A Broadway Street  
Berlin, WI 54923  
Phone: 920-361-0716  
[fishpage@centurytel.net](mailto:fishpage@centurytel.net)

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## Objective

As a former Common Council member, life-long Berlin resident and committed community member, I wish to be appointed to fill the unexpired term of Ward 5 Alderperson.

## Education

- Graduated from Berlin High School
- Accounting Certificate from UW Oshkosh-Oshkosh Tech

## Business Experience

- 1972-1992 Co-Owner of Page Electric Co. Inc. Served as Secretary and Treasurer
- 1992-2002 Co-Owner and Operator of Holly, Baskets & Old Lace
- Owner and landlord of commercial downtown building since 1969

## Local Government Experience

- Served on Business Improvement District Board (BID)
- June 2005-April 2018 Served as City of Berlin Ward 5 Alderperson
- Served as Member of or Council Liaison to: Plan Commission, Police & Fire Commission, Oakwood Cemetery Board, Library Board, Police & Fire Commission, Housing Task Force, Berlin Community Development Corporation, Committee on Aging
- Currently Serve As: Board of Review Member and Park & Recreation Commissioner

## Community Involvement

- 1978-1982 President of "Teacher Corp" Federal Program
- 1980 Berlin Chamber of Commerce President
- 1981-1994 Berlin Chamber of Commerce Secretary/Treasurer
- Berlin Revitalization Committee Treasurer
- 1988 Berlin 140<sup>th</sup> Anniversary Committee Treasurer
- 1998 Berlin Sesquicentennial Committee Treasurer
- 2014-Present All Saints Parish Finance Council
- Fox River Days Committee Volunteer
- Jared Abbrederis Foundation Fundraising Committee Volunteer
- Member of Berlin Rotary

DATE: January 10, 2019

TO: Common Council

FROM: Lindsey Kemnitz

RE: RLF for Extension for Waushara Dental

**BACKGROUND:**

In December Waushara Dental requested an extension of their current RLF loan they have with the City. The loan was for \$65,000 amortized for 10 years with a balloon payment due at the end of the five years at 1% interest. The balloon payment is coming due February 1<sup>st</sup>. Waushara Dental has not missed a payment in the 5 years.

**RECOMMENDATION:** BCDC recommends to Common Council to approve the extension for another 5 years for Waushara Dental with the same terms.