

COMMON COUNCIL MEETING AGENDA  
TUESDAY, MAY 14, 2024 7:00 PM  
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR  
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE  
Meeting ID: 859-0514 0084      Passcode: 123456

1. Call to order/Roll Call
2. Seat Virtual Attendees (if necessary)
3. General Public Comments. Registration card required (located at podium in Council Chamber).

CONSENT AGENDA: The Consent Agenda contains items which staff considers to be routine and have already been discussed and recommended by a committee, board or commission at a previous meeting. Staff recommends that Council act on all of these items on a single roll call vote. If any member of Council wishes to have any item removed from the Consent Agenda and discussed, the Council member may request that item be removed from the Consent Agenda prior to the adoption.

4. Waive the reading of ordinances and resolutions. RECOMMENDATION: Waive the reading of all ordinances and resolutions adopted at this meeting.
5. Written reports from the City Clerk, Treasurer, and Building Inspector.  
RECOMMENDATION: Receive and place on file the written reports from the City Clerk, Treasurer, and Building Inspector.
6. Bills List. RECOMMENDATION: Approve the list of bills for payment.
7. Minutes from the April 9, 2024 Common Council Meeting. RECOMMENDATION: Approve the minutes from April Common Council Meeting.
8. Minutes from the April 16, 2024 Organizational Common Council Meeting.  
RECOMMENDATION: Approve the minutes from April Organizational Common Council Meeting.
9. Travel & Tourism Year End Report RECOMMENDATION: Accept the 2023 Year End Report from Travel & Tourism Commission and place on file.
10. Resolution 24-05, Resolution Adjusting Urban Area Boundary. RECOMMENDATION: Accept recommendation from the Committee of the Whole to approve Resolution 24-05, Resolution Adjusting Urban Area Boundary and authorize signatures.

END OF CONSENT AGENDA

11. Parks and Recreation Commission Appointment. RECOMMENDATION: Accept the Mayoral appointment of Timothy Bending to the Park and Recreation Commission term expiring May 1, 2025.

12. Application for Temporary Class “B” Retailer’s License by Friends of the Berlin Aquatic Center for Berlin Pool Fundraising Event on 6-29-2024. RECOMMENDATION: Discussion and action as appropriate.
13. UW Health Business Associate Agreement. RECOMMENDATION: Waive Committee of the Whole discussion on this item. Approve UW Health Business Associate Agreement and authorize required signatures.
14. UW Health EMS Agency Medical Direction Agreement. RECOMMENDATION: Waive Committee of the Whole discussion on this item. Approve UW Health EMS Agency Medical Direction Agreement and authorize required signatures.
15. UW Health Technology Addendum to the EMS Agency Medical Direction Agreement. RECOMMENDATION: Waive Committee of the Whole discussion on this item. Approve Technology Addendum to the EMS Agency Medical Direction Agreement and authorize required signatures.
16. Recommendation from Plan Commission to create Ad-Hoc Task Force for the North Industrial Park and authorize City Attorney time to assist with project. RECOMMENDATION: Waive Committee of the Whole discussion on this item. Discussion and action as appropriate.
17. Resignation from the Board of Appeals. RECOMMENDATION: Accept the resignation of Zeb Pirkey from the Board of Appeals.
18. TID 15 Façade Improvement application for Berlin Lanes LLC at 119-123 N Pearl St. RECOMMENDATION: Discussion and action as appropriate.
19. TID 15 Façade Improvement application for JT Recharge LLC at 134 W Huron St. RECOMMENDATION: Discussion and action as appropriate.
20. 107 W. Huron Raze & Repair Property. RECOMMENDATION: Listen to presentation with discussion available in closed session and action as appropriate.
21. Review bid award for the 2024 Oak Street Extension Project. RECOMMENDATION: Waive Committee of the Whole discussion on this item. Discussion and action as appropriate.
22. Initial Discussions for Developer’s Agreement for Commercial Associates Riverview Lane Development on Lot 1 of CSM 3037, Tax Parcel 206-01082-0200. RECOMMENDATION: Waive Committee of the Whole discussion on this item. Listen to presentation, discussion and action as appropriate. Closed session will be available for further discussion.
23. City Forester Appointment. RECOMMENDATION: Due to the invalid appointment of Emmett Durtschi by the Common Council at its Organizational Meeting on April 16, 2024, discussion and action as appropriate on confirmation of Mayoral appointment of Scott Zabel as City Forester term expiring May 1, 2025.
24. 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.)

25. New Business (To be used to request items of new business be put on a future agenda)

26. Motion to convene into closed session pursuant to Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel by the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved (*107 W Huron Raze or Repair*), and pursuant to Wis. Stat. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specific public business, whenever competitive or bargaining reasons require a closed session (*Initial Discussions for Developer's Agreement for Commercial Associates Riverview Lane Development on Lot 1 of CSM 3037, Tax Parcel 206-01082-0200*).

27. Reconvene into open session and take appropriate action as a result of closed session discussion.

28. 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.*



**Berlin**  
**Shared Ride Taxi Statistics Report**  
**1st Quarter 2024**

**Passenger Trips**

Passenger Trips	4122
Agency Fare Trips	0
<b><u>Total Trips</u></b>	<b>4122</b>

**Vehicle Miles**

15,147
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**Vehicle Hours**

2249.2
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**Revenue**

Passenger	\$ 9,374.25
Agency	\$ -
Other	\$ -
<b>Total Revenue</b>	<b>\$ 9,374.25</b>

**Expenses**

Service Hours	2249.2
Hourly Rate	36.52
Admin Costs	0
<b>Total Expenses</b>	<b>\$ 82,140.78</b>
Contra Expense	0
<b>Net Expenses</b>	<b>\$ 72,766.53</b>

**Other**

Gallons of Fuel Total	1276.1
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**Establishments Inspected**

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

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

	Total Inspected 1st Quarter:	23	Total Not In Compliance 1st Quarter:	0
	Total Inspected YTD:	23	Total Not In Compliance YTD:	0
	Total Inspected LYTD:	24	Total Not In Compliance LYTD:	1

**Equipment and Devices Examined**

	Quarter	Year to Date	Last Year to Date
0			
Number Not in Compliance	Quarter	Year to Date	Last Year to Date
	2	2	4
	21	21	20
	0	0	0

Scales and Balances  
Measures (Includes gas pumps and fuel oil truck meters)  
Weights

**Commodity Report**

	Quarter	Year to Date	Last Year to Date
Total Units of Product Investigated	2160	2160	3340
Random Sample Size	700	700	544
Total Products/Units Found Short Weight	80	80	0
Total Products/Units Found Mislabeled	0	0	0

## Price Scanning Inspections

	Quarter	Year to Date	Last Year to Date
Number of Inspections	5	5	5
Number of Items Scanned	220	220	175
Pricing Errors Found	5	5	18

Total Received 1st Quarter: 2      Total Violations 1st Quarter: 0  
 Total Received YTD: 2      Total Violations YTD: 0  
 Total Received LYTD: 2      Total Violations LYTD: 0

## Consumer Complaints

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

**CITY OF BERLIN BUILDING REPORT April 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	1	\$260,000.00	\$1,095.00	4	\$1,276,000.00	\$4,513.62	1	\$265,000.00	\$622.92
Multi-Family Residence	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Residential Alteration	4	\$38,800.00	\$375.80	11	\$161,651.00	\$1,287.91	8	\$132,245.00	\$718.50
Residential Addition	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Residential Garage	1	\$14,000.00	\$180.00	1	\$14,000.00	\$180.00	0	\$0.00	\$0.00
Residential Garage Alteration				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Commercial Building	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Commercial Alteration	0	\$0.00	\$0.00	0	\$0.00	\$0.00	7	\$1,140,480.00	\$6,930.88
Commercial Addition	0	\$0.00	\$0.00	0	\$0.00	\$0.00	0	\$0.00	\$0.00
Signs	2	\$1,880.00	\$230.50	4	\$3,760.00	\$461.00	4	\$48,826.00	\$249.50
Miscellaneous	2	\$52,295.00	\$160.00	3	\$57,295.00	\$235.00	2	\$10,000.00	\$100.00
Demolition	1		\$75.00	1	\$0.00	\$75.00	0	\$0.00	\$0.00
Hospital				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Church				0	\$0.00	\$0.00	0	\$0.00	\$0.00
School				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Driveways	1	\$1,400.00	\$40.00	2	\$9,400.00	\$50.00	2	\$8,400.00	\$100.00
Trailer Homes				0	\$0.00	\$0.00	0	\$0.00	\$0.00
<b>Total Building Permits</b>	<b>12</b>	<b>\$368,375.00</b>	<b>\$2,156.30</b>	<b>26</b>	<b>\$1,522,106.00</b>	<b>\$6,802.53</b>	<b>24</b>	<b>\$1,604,951.00</b>	<b>\$8,721.80</b>
Commercial Plan Approval				0	\$0.00	\$0.00	0	\$0.00	\$0.00
Plumbing Permits	2	\$15,506.00	\$220.01	6	\$28,276.00	\$808.76	6	\$40,467.00	\$683.16
Electrical Permits	5	\$33,500.00	\$835.56	10	\$67,000.00	\$1,671.12	9	\$53,935.00	\$619.36
Heating Permits	1	\$12,000.00	\$142.48	5	\$32,500.00	\$742.30	9	\$57,282.00	\$2,042.96
<b>Total Permit Fees</b>	<b>20</b>	<b>\$429,381.00</b>	<b>\$3,354.35</b>	<b>47</b>	<b>\$1,649,882.00</b>	<b>\$10,024.71</b>	<b>48</b>	<b>\$1,756,635.00</b>	<b>\$12,067.28</b>



**City of Berlin WI**  
**Accounts Payable Status Report from 4/01/2024 to 5/01/2024**

Lookup & Org Name	Invoice Number	Invoice Date	A/P Description	Original A/P Owed	Paid Amt To Date	Balance Due Run Date	Check Number
[ACCUFUND] Accufund, Inc.	20240881	4/03/2024	Accufund Support plus Maintenance 07/01/2024- 3/30/2025	5,261.25	5,261.25	0.00	4/10/2024
[ACCUFUND] Accufund, Inc.	20240947	4/05/2024	Accufunds Professional Service 3/1/2024 -3/31/2024	1,468.75	1,468.75	0.00	4/10/2024
[Aring ] Aring Equipment CO., INC.	204229	4/09/2024	L90 Parts	828.35	828.35	0.00	4/26/2024
[AAC] Associated Appraisal Consultants	173518	4/01/2024	April 2024 Professional Service	5,751.12	5,751.12	0.00	4/10/2024
[Baker & Taylor] Baker & Taylor	2038142763	4/08/2024	Baker & Taylor March 2024 IN# 2038142763, 2038154465, 2038175197, 2038134766,	1,630.90	1,630.90	0.00	4/18/2024
[BJN] Berlin Journal	179364	4/11/2024	Open Book and Board of Rewview	113.00	113.00	0.00	4/26/2024
[BJN] Berlin Journal	179544	4/18/2024	March Council Meeting Minutes	321.00	321.00	0.00	4/26/2024
[BRIGHT] Brightspeed	301579974	4/09/2024	Brightspeed April 09 - May 08 General City	242.21	242.21	0.00	4/26/2024
[BRIGHT] Brightspeed	301579974	4/09/2024	Brightspeed April 09 - May 08 Libaray	82.53	82.53	0.00	4/26/2024
[BRIGHT] Brightspeed	301579974	4/09/2024	April 9 - May 08 Brightspeed Sr. Center	26.71	26.71	0.00	4/26/2024
[BRIGHT] Brightspeed	301579974	4/09/2024	April 09 - May 08 Brightspeed Utility	96.81	96.81	0.00	4/26/2024
[CHCOMM - POOL] Charter Communication	17171880104072	4/07/2024	2024 Acqtic Center 2/13-4-43	479.94	479.94	0.00	4/10/2024
[CLO] Chier Law Office LLC	14388	4/08/2024	Expenses- General Overhead	818.94	818.94	0.00	4/10/2024
[CLO] Chier Law Office LLC	14389	4/08/2024	Municipal Court - Miscellaneous	367.00	367.00	0.00	4/10/2024
[CLO] Chier Law Office LLC	14390	4/08/2024	Expenses - Variable	460.00	460.00	0.00	4/10/2024
[CLO] Chier Law Office LLC	14392	4/08/2024	Subdivision & Development: Commercial Associated Oak Street	74.50	74.50	0.00	4/10/2024
[City of Appleton] City Of Appleton	13831	4/03/2024	2024 April Weights & Measures	498.25	498.25	0.00	4/10/2024
[CONSOL] Convergent Solutions	56728	4/04/2024	Reset Sue'd Voicemail	79.45	79.45	0.00	4/26/2024
[Corp net ] Corporate Network Solutions, Inc	76200	4/19/2024	Sara's tow new Monitors	200.00	200.00	0.00	4/26/2024
[D & D CONSTRUCTION, INC] D & D CONSTRUCTION, INC	04042024	4/04/2024	Framing up wall on shed in north industrial park	1,560.00	1,560.00	0.00	4/10/2024
[EAGLE ENGRAVING, INC] EAGLE ENGRAVING, INC	2024-3126	4/15/2024	Two Service Pins	31.93		0.00	5/03/2024
[FINLINE] Finish Line Studios	19238	4/01/2024	Quarterly Web Hosting	120.00	120.00	0.00	4/10/2024
[FIS] Fire Inspection Services	1586.25	4/09/2024	March 1-31 2024 Inspections	1,586.25	1,586.25	0.00	4/10/2024
[GFCOM] Gordon Flesch	18OSCO10	4/01/2024	Ricoh Black & Color Copies Clerks Office	275.52	275.52	0.00	4/10/2024
[GFCOM] Gordon Flesch	IN14627021	4/11/2024	Library Copier	172.41	172.41	0.00	4/18/2024
[GFCOM] Gordon Flesch	IN14649495	4/26/2024	Image Copy fee#14649495	16.84		0.00	5/03/2024

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[HACPA] HAWKINS/ASH CPAS	3201973	4/01/2024	Professional Services through 3/31/2024	1,250.00	1,250.00	0.00	4/10/2024
[Hilgart] Hilgart, Caitlin	04032024	4/03/2024	Election	42.88	42.88	0.00	4/10/2024
[ITUAB] ITU ABSORBTECH, INC.	8321129	4/18/2024	Towels - DPW	73.79	73.79	0.00	4/26/2024
[106] Kiener, Susan J	70316	4/24/2024	Refund for Office Administrative Assistants Day Lunch	48.00	48.00	0.00	4/26/2024
[KEG] KUNKEL ENGINEERING GROUP	0268671	4/23/2024	Building Inspection through March 2024	4,852.45	4,852.45	0.00	4/26/2024
[LINCOLN CONTR SUPPLY INC] LINCOLN CONTR SUPPLY INC	191574	4/01/2024	Heimets	655.80	655.80	0.00	4/17/2024
[MARTIN SYSTEMS, INC.] MARTIN SYSTEMS, INC.	40329	4/10/2024	Yearly Test	569.00	569.00	0.00	4/18/2024
[01-00002113-02-8] OBRIST, LISA	2024-03	4/08/2024	March 2024 Lisa Quick Clean	521.25	521.25	0.00	4/18/2024
[OLD DOMINION BRUSH] OLD DOMINION BRUSH	8953709	4/11/2024	Leaf Sucker Parts	1,867.23	1,867.23	0.00	4/26/2024
[PLANTZ] Plantz, Dennis	04172027	4/17/2024	March & April retired health reimbursement	513.60	513.60	0.00	4/17/2024
[PQL] Premium Quality Lighting	9203615400	4/16/2024	Light Bulbs at City Hall	32.05	32.05	0.00	4/17/2024
[Reiser, Eydie ] Reiser, Eydie	04022024	4/02/2024	Deposit return for Faith Community Church	100.00	100.00	0.00	4/17/2024
[Sandi Henning ] Sandi Henning	04192024	4/19/2024	TID Building Improvement at 110 W Huron St. Berlin	15,000.00	15,000.00	0.00	4/26/2024
[SFLM] SONDALLE FORD LINCOLN MERCURY	070707	4/11/2024	SQ 62 parking brake fault remove & replace parking break switch	296.67		0.00	5/03/2024
[SFLM] SONDALLE FORD LINCOLN MERCURY	70705	4/11/2024	SQ 62 - oil change	40.55		0.00	5/03/2024
[SFLM] SONDALLE FORD LINCOLN MERCURY	71018	4/30/2024	SQ 61 oil chage	43.52		0.00	5/03/2024
[TCAW] THEDACARE AT WORK	353364	4/02/2024	EAP Contract	486.00	486.00	0.00	4/17/2024
[TCLAB] THEDACARE LABRATORIES	12100448	4/15/2024	Blood Draws ( Formar,R; Reilly,E; Paulsen,D; Neubauer,W; Rescigno,J)	212.50		0.00	5/03/2024
[0110] Thiel, Debra L	04032024	4/03/2024	Pick up and drop off ballots	75.04	75.04	0.00	4/17/2024
[Torres, Angel ] Torres, Angel	04182024	4/18/2024	Witness Fees	6.00	6.00	0.00	4/26/2024
[Darley ] W. S. DARLEY & CO	17526389	4/08/2024	1 3/4" hose 4 links	1,323.33		0.00	5/03/2024
[WM] WASTE MANAGEMENT	0024395-0414-9	4/01/2024	March Garbage & Recycle Collection	31,358.69	31,358.69	0.00	4/17/2024
[WIDO] WISCONSIN DEPARTMENT OF JUSTICE	586BMGNV	4/12/2024	Background Check	7.00	7.00	0.00	4/26/2024
<b>Report Totals:</b>				<b>81,939.01</b>		<b>0.00</b>	

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[AQUACHEM] AQUACHEM OF AMERICA INC	9094AQ	4/15/2024	AQUACHEM DP 2575	3,453.45	3,453.45	0.00	4/20/2024
[BCT1015] Berlin City Treasurer 1015	4/1/2024	4/01/2024	REIMBURSEMENT FOR POST CARD STAMPS FOR MARCH/APRIL BILLING	318.00	318.00	0.00	4/08/2024
[BRIGHT] Brightspeed	04/09/24	4/09/2024	LOCAL SERVICE APR 09 - MAY 08	62.63	62.63	0.00	4/20/2024
[CCP] CCP INDUSTRIES	IN3519151	4/01/2024	2 BLACK VEST	31.04	31.04	0.00	4/20/2024
[LINCOLN CONTR SUPPLY INC] LINCOLN CONTR SUPPLY INC	192118	4/04/2024	PAINT/SHOVEL	602.49	602.49	0.00	4/20/2024
[LINCOLN CONTR SUPPLY INC] LINCOLN CONTR SUPPLY INC	192125	4/04/2024	HI-E DRY DEHUMIDIMAX	3,650.00	3,650.00	0.00	4/20/2024
[LINCOLN CONTR SUPPLY INC] LINCOLN CONTR SUPPLY INC	193219	4/12/2024	MA-DML812- 18 V LIGHT	125.99	125.99	0.00	4/20/2024
[MART] MARTELLE WATER TREATMENT	26832	4/02/2024	3/4" POLYTUBING/ COMPRESSION FITTINGS	211.00	211.00	0.00	4/20/2024
[NCL] NORTH CENTRAL LABORATORIES	502113	4/08/2024	PIPET TIPS/ M-FC BROTH/ BROTH AMPULES/ DILUTION WATER	1,201.62	1,201.62	0.00	4/20/2024
[NCL] NORTH CENTRAL LABORATORIES	502297	4/11/2024	GELMAN PETRI DISHES/PAD	250.11	250.11	0.00	4/20/2024
[NOVAK ] NOVAK EXCAVATING, INC	80107	4/08/2024	LABOR/HOE/QUAD-AXLE	2,198.22	2,198.22	0.00	4/20/2024
[SFG] SECURIAN FINANCIAL GROUP	4/1/24	4/01/2024	APRIL SECURIAN	187.59	187.59	0.00	4/20/2024
[STR] STRAND ASSOCIATES, INC	0209087	4/08/2024	PROFESSIONAL SERVICES- BEG OF PROJECT - 3/31/24	1,700.00	1,700.00	0.00	4/20/2024
[04-00005058-00-2] U S POST OFFICE	04/08/2024	4/08/2024	GATEWAY FEE FOR MONTHLY BILLINGS	320.00	320.00	0.00	4/08/2024
[04-00005058-00-2] U S POST OFFICE	4/2/24	4/02/2024	POST CARD STAMPS - 5 ROLLS OF 100	265.00	265.00	0.00	4/08/2024
[04-00005058-00-2] U S POST OFFICE	4/8/24	4/08/2024	APRIL MONTHLY BILLING	682.82	682.82	0.00	4/08/2024
<b>Report Totals:</b>				<b>15,259.96</b>		<b>0.00</b>	

CITY OF BERLIN COMMON COUNCIL MEETING MINUTES  
TUESDAY, April 9th 2024 AT 7:00 pm  
COUNCIL CHAMBERS, BERLIN CITY HALL, seconded FLOOR

The Mayor called the meeting to order at 7:05 pm, Roll Call resulted in six (6) present; Boeck, Dretske, Nigbor, Burgess, Durtschi and Stobbe. Staff in attendance: Tim Ludolph, Deb Thiel, Scott Zabel and Attorney Chier.

No Virtual Attendees.

Public Comments:

Victoria Hill of 142 N. Wisconsin Street wanted to discuss item #9. Berlin Aquatic Center, and encourage council to accept the recommendation from Committee of the Whole to approve hiring an engineer for the Berlin Aquatic Center using \$50,000 of APRA funds. Victoria is very much in favor of doing anything to save the Pool and would like to see this move forward. The Park and Recreation Committee cannot move forward without the engineering plan, and full support is needed to pass the agenda. Mayor Brussel thanked Victoria for her comments.

The following items were listed on the Consent Agenda for approval and adoption: 4) Waive the reading of ordinances and resolutions. RECOMMENDATION: Waive the reading of all ordinances and resolutions adopted at this meeting. 5) Written reports from the City Clerk, Treasurer, and Building Inspector. RECOMMENDATION: Receive and place on file the written reports from the City Clerk, Treasurer, and Building Inspector. 6) Minutes from the March 15, 2024 Common Council Meeting. RECOMMENDATION: Approve the minutes from March Common Council Meeting. 7) Bills List. RECOMMENDATION: Approve the list of bills for payment. 8) Motorcycle Parade for Veterans. RECOMMENDATION: Accept recommendation from Committee of the Whole to approve Motorcycle Parade for Veterans on June 8, 2024. 9) Berlin Aquatic Center. RECOMMENDATION: Accept recommendation from Committee of the Whole to approve hiring an engineer for the Berlin Aquatic Center using \$50,000 of APRA funds. 10) Rezoning Request. RECOMMENDATION: Accept recommendation from Planning Commission to adopt Ordinance 02-24 An Ordinance Rezoning a Parcel of Land from A-1 (Agricultural) to R-1 (Residential) City of Berlin. Parcel #206-01073-0200. 11) Rezoning Request. RECOMMENDATION: Accept recommendation from Planning commission to adopt Ordinance 03-24 An Ordinance Rezoning a Parcel of Land from R-1 (Residential) to R-3 (Residential) City of Berlin. Parcel #206-01802-0200.

Dretske made a motion to remove Item #9 from the consent agenda at this time. Motion passed with six (6) ayes. Dretske stated he has received emails to use all ARPA funds for the pool, and it won't put a dent in the cost. A referendum may be the best option, leave it up to the public if the pool stays or goes. We already have a \$250,000 deficit and there is no room in the budget at this time. Boeck stated that other businesses want to support this project and we need to move forward with the community. What's the plan and then look at funding. Motion made by Boeck to accept Item #9 and hire the engineering firm at a cost of up to \$50,000 using ARPA funds for their input. Nigbor seconded the motion. Discussion followed by asking Scott Zabel if he had any information from the consultants at this time regarding cost and he said that one consultant came in at between \$20,000 to \$25,000 to assess the pool, a second

assessor wants to approach it in phases with phase one costing \$5,000 to assess what meets code, what to keep open. This does not include engineering costs. The motion passed with a voice vote.

Item 12 recommendation to approve the Supplemental Questionnaire Alcohol Beverage License Application to change the CEO and LLC Manager for Dolgencorp LLC, to Zachary J. Brining. Dretske made a motion to approve, Burgess seconded the motion. Motion passed with a voice vote.

Item 13 recommendation to listen to presentation regarding 107 W. Huron St. Raze and Repair property with discussion available in closed session and action as appropriate. Tim Ludolph presented: Expectations with the building inspector will be done by the deadline. Dretske asked Ludolph what the deadline is and Ludolph responded with June 19, 2024. The roofing could possibly be extended but it has already been extended once before. Burgess asked if all permits have been paid for? Work that was expected to be done – is it done? The roof is completed to the best of their knowledge, windows and subflooring. Ludolph again stated that they have been working closely with the building inspector. Mayor Bruessel said the permit runs out on June 19 and can be put on the agenda for the next meeting. No action is required.

Item 14 recommendation to accept the Mayoral appointment of Amy Reese to the Park & Recreation Commission term expiring May 1, 2025. Burgess stated she is appreciative of Amy's grant writing skills. Amy will fill one of two positions that are open. Boeck made a motion to accept the recommendation, Dretske seconded the motion. Motion passed with a voice vote.

Item 15 recommendation to approve Carleen Ashbacher, unaffiliated, as an election poll worker term ending 2025. Burgess made a motion to accept the recommendation, Nigbor seconded the motion. Motion passed with a voice vote.

Item 16 recommendation from Department of Public Works to purchase leaf and stump debris machine. This is the last of capital purchases needed for the department this year. Scott Zabel went over the options and what he recommended. Boeck asked if this money was already in the fund he currently has and yes, it is. They are getting two machines with the money in the budget, one being a used one from the Sewer & Water department. Boeck made a motion to accept Scott's recommendation, Nigbor seconded the motion. Motion passed with a voice vote.

Item 17 recommendation to listen to a TID 15 Building Improvement application from Sandy Henning at 110 W. Huron Street. Henning asked for help paying for the roof. Burgess asked when it was going to be done and Henning stated they need \$15,000 down to start, which is half the cost of the roof. Nigbor made a motion to approve \$15,000 of TID funds go to Henning for the roof, Burgess seconded the motion. Boeck stated that is why the funds are there, to help keep the downtown looking nice, so never be afraid to ask. Motion passed with a voice vote.

Item 18 recommendation to waive the Committee of the Whole discussion on the Municipal Court Intergovernmental Agreement. Boeck made a motion to waive the Committee of the Whole, Nigbor seconded the motion. Motion passed with a voice vote. Matt Chier stated this needed to be done to add Eden and that anyone can pull out at any time with no expiration, otherwise there is a May 1, 2024 expiration time to be added. Dretske made a motion to approve the recommendation, Burgess seconded the motion. Motion passed with a voice vote.

Item 19 recommendation to waive the Committee of the Whole discussion on the Municipal Court Ordinance. Dretske made a motion to waive the Committee of the Whole discussion, Burgess seconded the motion. Motion passed with a voice vote. Dretske made a motion to accept the recommendation to adopt Ordinance 04-24, Burgess seconded the motion. Motion passed with six (6) ayes.

Item 20 recommendation to discuss No Mow May, 2024. The only complaint regarding this in 2023 was that people did not like having to pay for the signs for their yards. The signs were so those yards weren't fined for not cutting their grass. Durtschi recommended not charging for the signs, if they want to put up a sign it should be at no cost. This is more of an education so the sign should be voluntary and they shouldn't have to sign up for it. Recommended to let Scott Zabel know that he not send out any fines for the Month of May, however all lawns must be cut by the first week-end in June or they will be fined. This information will be put on the city website. Durtschi made a motion to advise public works in the spirit of No Mow May not to fine anyone in May for long grass, and signs are available if anyone would like them, Nigbor seconded this motion. Motion passed with a voice vote of 5 ayes and 1 nay. This will be put on the June agenda to see about adding an ordinance.

Item 21 - Old Business – Burgess would like to circle back regarding the ARPA funds. It was recommended by Mayor Brussels to wait for the City Administrator to come back from leave.

Item 22 - New Business – Organizational meeting @4:30pm on April16th.

A motion was made by Dretske, and seconded by Burgess, to move into closed session pursuant to Wis Stat §19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (107 W Huron Raze or Repair) This was passed on a Roll Call Vote six (6) ayes, and zero (0) nays.

Discussion continued in Closed Session.

Dretske made a motion to reconvene into open session, Burgess seconded the motion. A roll call vote resulted in six (6) ayes, and zero (0) nays.

Burgess made a motion to adjourn the meeting at 8:08pm, Dretske seconded the motion. Motion carried with a voice vote of six (6) ayes.

*Deb Thiel, Deputy Clerk*

AMENDED ORGANIZATIONAL COMMON COUNCIL MEETING MINUTES  
APRIL 16, 2024 – 4:30 p.m.  
COUNCIL CHAMBERS, BERLIN CITY HALL

Mayor Bruessel called the April 16, 2024 Organizational Council Meeting to order at 4:30 p.m. Roll call present: Alderpersons Durtschi, Boeck, Nigbor, Dretske, and Burgess.

Mayor Brussell performed the ceremonial swearing in of Alderpersons Nigbor, Boeck, and Dretske.

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

The following Mayoral appointments were presented for confirmation:

*Council Liaisons:* BCDC - Alderperson Nigbor, Cemetery Board - Alderperson Durtschi, Committee on Aging - Alderperson Nigbor, Community Development Authority - Alderperson Dretske and Alderperson Boeck, Library Board - Alderperson Durtschi, Park & Recreation Commission - Alderperson Burgess, Plan Commission - Alderperson Dretske, Police & Fire Commission - Alderperson Stobbe, and Sewer & Water Commission - Alderperson Boeck

There was discussion on how the Mayor came to his decision on who was on what committee. How does he know who is the right fit for the committee? Dretske pulled up the ordinance which says that the Mayor recommends and the council approves. When asked if they could discuss further, Dretske said that the recommendations must be approved at the organizational meeting.

Burgess made a motion to move Dretske back to the Plan Commission because of his background and move another alderperson to the Cemetery Board. Durtschi agreed and said he would move to the Cemetery Board. That motion was not seconded, and no action was independently taken on that motion.

The Mayor consented to the suggested change of Dretske moving to the Plan Commission and Durtschi moving to the Cemetery Board and agreed to amend his appointment accordingly. Dretske made a motion to accept the amended Mayoral appointments as presented with Dretske moving to the Plan Commission Committee and Durtschi moving to the Cemetery Board. Nigbor seconded the motion which carried by voice vote, 4 ayes, 1 nay.

There was discussion that no Forester was appointed. Alderperson Durtschi was recommended for the position. The Mayor agreed to that appointment and Dretske made a motion to confirm the appointment of Durtschi to the Forester position, Burgess seconded the motion. Motion carried with a voice vote of 5 ayes.

City Attorney Matt Chier stated that the Municipal Court Intergovernmental Agreement needs to be re-approved from last week's council meeting due to "Lakeside had numerous clerical errors resulting in the need for these amended versions to be readopted. The town of Wilson was called a village, but it was also completely missing in other parts of Agreement, and other Towns were also missing from the preamble". Dretske made a motion to approve the recommendation to adopt Ordinance 05-24 amending section 1-19 of the Code of City of Berlin establishing a

Municipal Court for the cities of Fond du Lac and Ripon, Towns of Auburn, Calumet, Empire, Fond du Lac, Friendship, Oakfield, Osceola, Ripon and Taycheedah in Fond du Lac County, Town of Wilson in Sheboygan County, and the Villages of Brandon, Campbellsport, Eden, Fairwater, North Fond du Lac, Oakfield and St. Cloud, in Fond du Lac County and the City of Berlin in Green Lake and Waushara Counties, the cities of Green Lake, Markesan, and Princeton in Green Lake County. Nigbor seconded the motion. Motion carried unanimously.

City Attorney Matt Chier stated that the Municipal Court Ordinance needs to be reapproved as well due to "Lakeside had numerous clerical errors resulting in the need for these amended versions to be readopted. The town of Wilson was called a village, but it was also completely missing in other parts of Agreement, and other Towns were also missing from the preamble". Dretske made a motion to approve the recommendation to adopt Ordinance 05-24 amending section 1-19 of the Code of City of Berlin establishing a Municipal Court for the cities of Fond du Lac and Ripon, Towns of Auburn, Calumet, Empire, Fond du Lac, Friendship, Oakfield, Osceola, Ripon and Taycheedah in Fond du Lac County, Town of Wilson in Sheboygan County, and the Villages of Brandon, Campbellsport, Eden, Fairwater, North Fond du Lac, Oakfield and St. Cloud, in Fond du Lac County and the City of Berlin in Green Lake and Waushara Counties, the cities of Green Lake, Markesan, and Princeton in Green Lake County. Nigbor seconded the Motion. Roll call was done and passed with 5 (five) ayes.

A motion was made by Nigbor, and seconded by Durtschi, to move into closed session pursuant to Wis Stat §19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (City Attorney contract). This was passed on a Roll Call Vote six (5) ayes, and zero (0) nays. Dretske excused himself from the closed session.

Boeck made a motion to seat Deb Thiel, seconded by Nigbor. Motion passed with a voice vote.

Discussion continued in Closed Session.

Nigbor made a motion to reconvene into open session, seconded by Durtschi. Roll call was taken and passed with 4 (four) ayes.

Burgess made a motion to approve the May 1, 2024-April 30, 2025 City Attorney contract with Matthew Chier as proposed, Boeck seconded the motion. Roll call vote was taken and passed with 4 (four) ayes, and 1 (one) abstain.

Nigbor moved to adjourn, Boeck seconded the motion. Motion carried with a voice vote. Meeting adjourned at 5:11 p.m.

*Deb Thiel, Deputy Clerk*



## **Travel & Tourism Year End Report**

**Beginning Balance in January of 2023: \$10,930.27**

Total Room Tax Revenues: \$14,815.25

Total Expenditures: (\$7,750.00)

- Spring ABC \$1000
- Spring Street Cruzers \$1000
- Fall ABC \$2000
- Fall Boys and Girls Club \$2000
- Fall Elf Extravaganza \$1750

**Ending Balance as of December 2023: \$17,995.52**

The Travel and Tourism Commission is excited to report that they have allocated additional funds to provide grants to a wide variety of community groups. In 2023, the Travel and Tourism Commission opened two grant periods, namely Spring and Fall, and received applications for both periods. After careful consideration, the Commission approved the following: two grant applicants were approved during the Spring period. During the fall grant period, the commission granted funds to three applicants. The approved grant amounts for each applicant are listed above.

This initiative reflects the Commission's commitment to supporting and promoting travel and tourism within the community and related businesses.

DATE: 4/18/2024

TO: Committee Of The Whole

FROM: Scott Zabel

**RE: URBAN AREA BOUNDARY ADJUSTMENTS.**

**BACKGROUND:** The US Census Bureau defined the Berlin area as an urban area with a population of 5,000 or greater after the 2000 Census but did not after the 2010 Census at which point the Berlin area was defined as a rural area. In 2020 the Census Bureau once again defined the Berlin area as an urban area. The Wisconsin Department of Transportation has enlarged the Berlin boundaries which allows Berlin to be defined as an urban area.

The Urban Area Boundary (UAB) is important for transportation planning because it is a key factor for federal Surface Transportation Block Grant (STBG) funding eligibility. WisDOT's funding program for federal STBG funding is the State Transportation Program (STP). It divides STBG funds into STP-Urban and STP-Rural. The UAB is also a factor for Federal Highway Administration (FHWA) Highway Performance Monitoring System (HPMS) reporting. Areas within the UAB are considered to be Urban. All functionally classified, non-local roads within an urban area are eligible for STP Urban funding. Areas outside the UAB are considered to be Rural. Functionally classified roads (Major Collectors and higher) outside the UAB are eligible for STP-Rural funding. When a rural county highway continues across the UAB into an urban area; that urban portion is eligible for STBG/STP-Urban rather than STBG/STP-Rural funding. Lastly, by approving the boundary map submitted by the WDOT it allows the City of Berlin to be eligible for more sources of funding. Many of which we were not eligible for when defined as a rural area.

**RECOMMENDATION:** Approve the proposed boundary map and resolution provided by the Wisconsin Department of Transportation.

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**RESOLUTION ADJUSTING URBAN AREA BOUNDARY**

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WHEREAS, every ten years, the U.S. Census Bureau defines the boundaries for geographic areas meeting the urban area criteria as published in the Federal Register; and

WHEREAS, the Federal Highway Administration (hereinafter referred to as "FHWA") allows states to adjust the Census-defined urban area boundaries for planning and funding purposes; and

WHEREAS, the Wisconsin Department of Transportation (hereinafter referred to as "WISDOT"), following the release of decennial census data, leads a process to adjust Census-defined urban area boundaries within the state, in conjunction with the FHWA Wisconsin Division; and

WHEREAS, WISDOT works with local officials within the urban areas to develop and propose new adjusted boundaries for these areas; and

WHEREAS, WISDOT developed a proposed new adjusted boundary for the Berlin Urban Area; and

WHEREAS, officials from the CITY OF BERLIN reviewed WISDOT's proposed new adjusted boundary for the Berlin Urban Area and provided feedback on this boundary; and

WHEREAS, WISDOT made changes to the proposed new adjusted urban area boundary to reflect feedback received from CITY OF BERLIN officials; and

WHEREAS, WISDOT is requesting approval of the proposed new adjusted urban area boundary by the CITY OF BERLIN; and

WHEREAS, after approval by the CITY OF BERLIN, the new adjusted urban area boundary will be submitted to WISDOT and the FHWA Wisconsin Division for final approval.

NOW THEREFORE, the CITY OF BERLIN Common Council do resolve that the CITY OF BERLIN informs WISDOT that the new adjusted boundary for the Berlin Urban Area as reflected in the attached map is hereby approved and adopted.

This Resolution Adjusting Urban Area Boundary passed, approved, and adopted on May 14, 2024.

ROLL CALL VOTE:

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

\_\_\_\_\_ ABSENT

CITY OF BERLIN

BY: \_\_\_\_\_  
JOEL E. BRUESSEL  
Mayor

ATTEST: \_\_\_\_\_  
SARA L. RUTKOWSKI  
City Administrator/City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW G. CHIER  
City Attorney

DRAFT 5-8-2024

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

Name: Timothy M Bending

Address: 447 N. Wisconsin Street

Phone Number(s): 920-572-0891 Cell 920-361-4899 Home

E-mail address: tim.bending@foxvalleymetrology.com

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

Area of Interest: (choose all that you have interest in)

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

Applicant Questions (attach additional sheets if necessary)

1. Do you have any issues with attending meetings at the specified times? (See Meeting Schedule)  
I do not have an issue with meeting on Wednesday's at 4:30 pm monthly

2. Please indicate why you are interested in serving on any of the above Board, Committee or Commission: With my past knowledge and experience of park and recreation activities, I would like to help make value added decisions to the future of Berlin's Park and Recreation Department.

3. What knowledge, experience, or abilities do you have that would make you an effective board member: I have a history of working with the Park and Recreation years ago. Helped with T-ball, swimming lessons, & lifeguarded for several years.

4. Please provide any additional information for consideration: I have been on the Water & Sewer Commission for a full term now, I have always had my heart set on joining the Park and Rec Commission when an opening was available.

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10.00

Application Date: 4/30/24

Town  Village  City of Berlin

County of Green Lake

The named organization applies for: (check appropriate box(es).)

- A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.  
 A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 6/29/24 @ 12 pm and ending 6/29/24 @ 10 pm and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

1. Organization (check appropriate box) →  Bona fide Club  Church  Lodge/Society  
 Veteran's Organization  Fair Association or Agricultural Society  
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Friends of the Berlin Aquatic Center

(b) Address 148 S. Kossuth St, Berlin WI 54923  
(Street)  Town  Village  City

(c) Date organized 9/6/2023

(d) If corporation, give date of incorporation n/a

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Erica Berkshire

Vice President Ammanda Garza

Secretary Ammanda Garza

Treasurer Erica Berkshire

(g) Name and address of manager or person in charge of affair: Ammanda Garza, 148 S Kossuth St, Berlin WI 54923

## 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 255 Webster St. Berlin & utilizing Longcraft park

(b) Lot parcel ID # 200013730100 Block see parcel ID

(c) Do premises occupy all or part of building? n/a

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: n/a

## 3. Name of Event

(a) List name of the event Berlin Pool Fundraising Event

(b) Dates of event 6/29/24

## DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Ammanda N. Garza 5/3/24  
(Signature / Date)

Friends of the Berlin Aquatic Center  
(Name of Organization)

Date Filed with Clerk 5-3-2024

Date Reported to Council or Board \_\_\_\_\_

Date Granted by Council \_\_\_\_\_

License No. \_\_\_\_\_



City of Berlin  
Office of the City Clerk

108 North Capron Street • P.O. Box 272  
Berlin, WI 54923  
920-361-5400 Phone • 920-361-5454 Fax

I, Ammanda Garza as one of the applicants

applying for a Special Picnic License from the City of Berlin for the following event:

Berlin Pool Fundraising Event

on the dates (s) of Saturday June 29<sup>th</sup>, 2024, hereby

understand and assure the City of Berlin that we will have bartender holding a current  
license issued from the City of Berlin on duty at all times at the above mentioned  
function.

Dated this 3<sup>rd</sup> day of May, 2024.

Ammanda Garza  
Signature of applicant

Debbie Thiel  
Signature of witness

Chilbert  
Signature of witness



## City of Berlin

108 North Capron Street P.O. Box 272  
Berlin, WI 54923  
920-361-5400 Phone 920-361-5454 Fax

### Indemnification, Defense, and Hold Harmless Agreement

The undersigned, as an applicant for a permit from the City of Berlin, hereby agrees to indemnify, defend, and hold harmless the City of Berlin and its employees and agents against all claims, liabilities, loss, damages, or expenses against or incurred by the City of Berlin on account of any injury to or death of any person, or any damage to property, caused by or resulting from the activities for which the permit was granted.

Specifically this Agreement applies to the following event:

Berlin Pool Fundraising Event - 255 Webster St & Longcroft Park, Berlin WI  
(Description and location of event)

On: Saturday June 29<sup>th</sup>, 2024  
(Date(s) of event)

By: Ammanda Garza, Vice President/Secretary  
(Name of applicant)

OR On Behalf of:

Friends of the Berlin Aquatic Center  
(Name of Organization and Title if applicable)

*If signing on behalf of an organization, you must have authority from the organization to sign an agreement like this. By signing this agreement, you are warranting to the City of Berlin that you have such authority.*

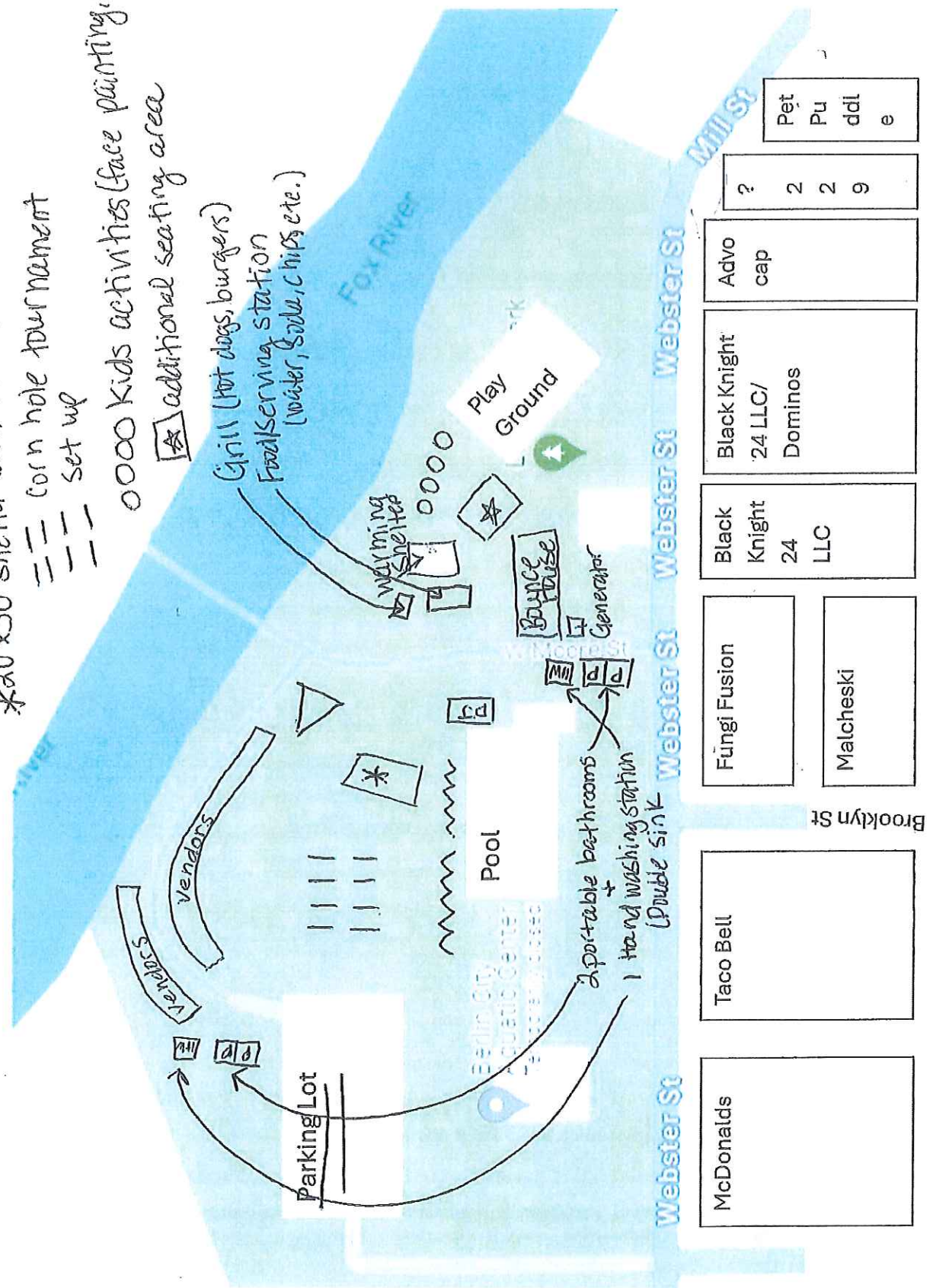


△ Malt Beverage/beer sales table  
 ~~~~~ silent auction tables

\*20' x 30' shelter with tables & chairs  
 == corn hole tournament  
 == set up

0000 Kids activities (face painting, etc.)  
 ☆ additional seating area

Grill (hot dogs, burgers)  
 Food serving station  
 (water, soda, chips, etc.)



|           |           |              |                              |          |   |     |
|-----------|-----------|--------------|------------------------------|----------|---|-----|
| McDonalds | Taco Bell | Fungi Fusion | Black Knight 24 LLC          | Advo cap | ? | Pet |
|           |           | Matcheski    | Black Knight 24 LLC          |          | 2 | Pu  |
|           |           |              | Black Knight 24 LLC          |          | 2 | ddl |
|           |           |              | Black Knight 24 LLC/ Dominos |          | 9 | e   |

## Details For Berlin Pool Summer Fundraising Event

**Event Type:** Fundraiser for efforts to save the Berlin Aquatic Center from closing

**Location:** Longcroft Park 255 Webster Street Berlin WI 54923

**Date:** June 29, 2024 12-9 PM

**Held By:** Friends of the Berlin Aquatic Center Nonprofit

Event will include the following:

- Vendor Fair
- Silent Auction
- Bounce House
- Food -Provided by Izzy's Dockside
- Fermented Malt Beverages
  - Signs stating that no fermented malt beverage shall be served to any underage person will be posted in conspicuous locations at the point of sale for alcohol
  - WI Responsible Server Training completed by Ammanda Garza who will be on site for the entirety of the event. Completion date 5/3/2024. Certificate number WI-0062-4854 enclosed
  - Operator permit within city applied for 5/3/2024
  - Fermented malt beverages purchased through Berlin Lanes who holds a liquor license in the city of Berlin.
- Music/DJ service -Provided by Bob Zache
- Corn hole tournament
- Kid games & activities
  - Bounce house
  - Face painting
  - Carnival games (ring toss, duck pond etc)
- Bathrooms- Four portable toilets and Two double sink wash stations provided by Hyler Septic

Parking will be at the Berlin Aquatic Center. Additional lighting not needed due to event hours.



Department of the Treasury  
Internal Revenue Service  
Tax Exempt and Government Entities  
P.O. Box 2508  
Cincinnati, OH 45201

FRIENDS OF THE BERLIN AQUATIC CENTER INC  
C/O AMMANDA GARZA  
148 S KOSSUTH ST  
BERLIN, WI 54923

Date:  
09/29/2023  
Employer ID number:  
93-3128983  
Person to contact:  
Name: Customer Service  
ID number: 31954  
Telephone: 877-829-5500  
Accounting period ending:  
December 31  
Public charity status:  
509(a)(2)  
Form 990 / 990-EZ / 990-N required:  
Yes  
Effective date of exemption:  
September 06, 2023  
Contribution deductibility:  
Yes  
Addendum applies:  
No  
DLN:  
26053665003633

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

*Stephen A. Martin*

Stephen A. Martin  
Director, Exempt Organizations  
Rulings and Agreements

Letter 947 (Rev. 2-2020)  
Catalog Number 35152P

**City of Berlin, WI**  
**Summary of this Year's Receipts by Type**

| <u>Lookup</u> | <u>Name</u>                     | <u>Date</u> | <u>Description</u>                   | <u>Received</u> | <u>Reference</u> |
|---------------|---------------------------------|-------------|--------------------------------------|-----------------|------------------|
| Cash          | Picnic (Temp Beer) or Wine Walk | 5/06/2024   | Friends of the Berlin Aquatic Center | 10.00           |                  |
|               |                                 |             | Pool Fundraising Event 6/29/2024     |                 |                  |
|               | <b>Total Cash</b>               |             |                                      | <u>10.00</u>    |                  |
|               | <b>Total</b>                    |             |                                      | <u>10.00</u>    |                  |



## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is made and entered into by and between Berlin Emergency Medical Service (“Covered Entity”) and the University of Wisconsin Hospitals and Clinics Authority (“UWHCA”) a public body corporate and politic created by Chapter 233 of the Wisconsin Statutes, and its affiliate the University of Wisconsin Medical Foundation, Inc. (“UWMF”) a nonstock, nonprofit corporation organized under Chapter 181 of the Wisconsin Statutes (referred to collectively herein as “Business Associate”). This Agreement shall be deemed effective as of the date signed by both parties (“Effective Date”).

**WHEREAS**, Covered Entity and Business Associate have entered into or may enter into an agreement or agreements (“Underlying Agreements”) pursuant to which Business Associate will perform certain clinical and/or nonclinical services (“Services”) for or on behalf of Covered Entity as a Business Associate.

**WHEREAS**, Covered Entity may disclose information to Business Associate, some of which may constitute Protected Health Information (“PHI”).

**WHEREAS**, Covered Entity and Business Associate enter into this Agreement to protect the privacy and security of PHI that Covered Entity may Disclose to Business Associate in compliance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and all applicable implementing regulations including without limitation the Privacy Rule, the Security Rule and the Breach Notification Rule, which shall be collectively referred to herein as the HIPAA Rules.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises below, the parties agree as follows:

### 1. Definitions

Terms from the HIPAA Rules that are used, but not otherwise defined in this Agreement shall have the same meaning as those terms are defined in the HIPAA Rules. In the event of a conflict between the definitions in this Agreement and the definitions in the HIPAA Rules, the definitions in this Agreement shall be applied.

- 1.1. **Breach.** “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Rules that compromises the security or privacy of the PHI.
- 1.2. **Breach Notification Rule.** “Breach Notification Rule” means the requirements for Covered Entities and their Business Associates to provide notification to Individuals following a breach of unsecured PHI.
- 1.3. **Data Aggregation.** “Data aggregation” means, with respect to PHI created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such PHI by the business associate with the PHI received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- 1.4. **Disclose.** “Disclose” or “Disclosure” means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information.
- 1.5. **Electronic Protected Health Information.** “Electronic Protected Health Information” or “ePHI” means individually identifiable health information that is transmitted by or maintained in electronic media. For the purposes of this Agreement, PHI includes ePHI where applicable.

- 1.6. Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information, codified at 45 C.F.R. parts 160 and 164, as currently in effect.
- 1.7. Protected Health Information. "Protected Health Information" or "PHI" means individually identifiable information and has the same meaning as the term "protected health information" defined in 45 C.F.R. § 160.103. For the purposes of this Agreement, PHI shall be limited to the PHI that Business Associate receives, creates, accesses, maintains or transmits for or on behalf of Covered Entity.
- 1.8. Security Rule. "Security Rule" means the Security Standards for the Protection of ePHI, codified at 45 C.F.R. parts 160 and 164, as currently in effect.

## 2. Business Associate's Obligations and Activities

- 2.1. Performance of Services. Business Associate is permitted to Use or Disclose PHI to perform Services for or on behalf of Covered Entity as specified in the Underlying Agreements between the parties, provided such Use or Disclosure does not violate the Privacy Rule if Used or Disclosed in that same manner by the Covered Entity. Business Associate agrees not to Use or Disclose PHI other than as permitted by this Agreement, the Underlying Agreements or Required by Law. Business Associate also agrees to comply with all federal and state laws that apply to the Use and Disclosure of PHI, including any applicable federal or state laws that are more restrictive than HIPAA.
- 2.2. Minimum Necessary. Business Associate agrees to request, Use and Disclose the minimum necessary PHI to accomplish the intended purpose, in accordance with the Minimum Necessary standard in the HIPAA Rules and Covered Entity's Minimum Necessary policy of which Business Associate is made aware.
- 2.3. Business Associate's Operations. Except as otherwise limited by this Agreement, Business Associate may Use or Disclose PHI, for the proper management and administration of the Business Associate as necessary to carry out the legal responsibilities of Business Associate if any such Use or Disclosure is Required by Law, or Business Associate obtains, prior to making any such Disclosure, reasonable assurances from the person to whom the information is Disclosed that: (a) the PHI will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was disclosed to the person; and (b) the person to whom the PHI is Disclosed agrees to immediately notify Business Associate in writing, after becoming aware of any breaches of the confidentiality or security of the PHI. If the person notifies Business Associate of a breach, Business Associate will in turn, immediately notify Covered Entity of the breach.
- 2.4. Data Aggregation Services. Business Associate may Use PHI to perform data aggregation if the Underlying Agreements between the parties authorizes such services for or on behalf of Covered Entity.
- 2.5. De-Identification Services. Business Associate may De-Identify PHI in accordance with the de-identification safe harbor of the Privacy Rule, provided that the Underlying Agreements authorizes the performance of such services for or on behalf of Covered Entity. Business Associate may also De-Identify PHI if Covered Entity expressly provides written authorization to Business Associate for such De-Identification. Nothing in this Business Associate Agreement shall be interpreted to give express authorization for Business Associate to De-Identify PHI for its own purposes or to Use or Disclose information that Business Associate de-identifies for or on behalf of Covered Entity.
- 2.6. Privacy of Protected Health Information. Business Associate will develop, implement, maintain and use administrative, technical and physical safeguards to protect the privacy of PHI, including the implementation of privacy policies and periodic training of staff members who may have access to



PHI. The safeguards must preserve the integrity and confidentiality of PHI and prevent the unauthorized Use, Disclosure or Breach of PHI.

- 2.7. Security of Protected Health Information. Business Associate will develop, implement, maintain and use appropriate and sufficient administrative, technical and physical safeguards to protect the security of PHI in compliance with the Security Rule, including the documentation of a current risk assessment, implementation of security policies and procedures, a contingency plan for responding to an emergency or other occurrence that may damage systems containing PHI, and the implementation of technologies and methodologies that restrict access to PHI to unauthorized persons and/or render PHI unusable, unreadable or indecipherable to such persons.
- 2.8. Subcontractors. Business Associate will require any of its subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate in performance of Services for or on behalf of Covered Entity, to provide written assurances evidenced by a written agreement that subcontractors will comply with the same privacy and security obligations as Business Associate with respect to PHI, including but not limited to the implementation of reasonable and appropriate safeguards to protect PHI, as well as the terms regarding audit, recordkeeping and termination in this Agreement.
- 2.9. Sale of PHI. Business Associate shall not receive direct or indirect payment in exchange for PHI, except as permitted by the HIPAA Rules and approved in writing by the Covered Entity.
- 2.10. Marketing and Fundraising. Unless expressly authorized by the Underlying Agreements between the parties, Business Associate shall not Use or Disclose PHI for any marketing or fundraising purpose.
- 2.11. Audit. For purposes of determining Business Associate's compliance with HIPAA, upon request of Covered Entity or the Secretary of Health and Human Services, Business Associate shall: (a) make its HIPAA policies and procedures, related documentation, records maintained in accordance with Section 2.12 of this Agreement, and any other relevant internal practices, books and records relating to the Use and Disclosure of PHI, available to the Secretary of Health and Human Services or to Covered Entity; and (b) provide reasonable access to Business Associate's facilities, equipment, hardware and software used for the maintenance or processing of PHI.
- 2.12. Recordkeeping. Business Associate agrees to implement appropriate recordkeeping procedures to enable it to comply and to adequately evidence such compliance with the requirements of this Section 2.12, including the documentation required regarding subcontractors and agents, records of Business Associate's workforce HIPAA/privacy education and training, documentation related to any Breach, the written assurance of third parties with whom Business Associate discloses PHI for Business Associate's proper management and administration or as Required by Law.
- 2.13. Unpermitted Use or Disclosure of PHI; Breach of Unsecured PHI.
  - 2.13.1. Business Associate agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement within ten (10) days of which Business Associate becomes aware.
  - 2.13.2. In addition, Business Associate shall furnish written notice to Covered Entity within ten (10) days of the date on which the Business Associate has a reasonable suspicion of, or discovers, that a Breach has occurred. This notice shall identify one contact person of Business Associate with whom Covered Entity may correspond regarding the Breach and shall include: a complete description of the Breach, the date of the Breach and the date of discovery; the names of the Individuals affected and any identifying account number, medical record number or date of

birth; a description of the types of PHI involved in the Breach; and a description of Business Associate's investigation and efforts to mitigate harm and protect against further Breaches, and any other information reasonably requested by Covered Entity to establish that any notifications made pursuant to this Section of this Agreement were made in a timely manner, including information to demonstrate the necessity of any delay in notifying the Covered Entity. Business Associate agrees to supplement its notice to Covered Entity with additional information, as it becomes available, even if such information becomes available after Individuals have been notified of the Breach, if applicable. Business Associate agrees to cooperate with Covered Entity in the investigation of the Breach and cooperate with and participate in, to the extent requested by Covered Entity, the notification of Individuals, the media, and the Secretary of any Breach of Unsecured PHI.

2.13.3. In the event that: (i) a Breach of Unsecured PHI occurs because of the action or inaction of Business Associate, its employees, agents, representatives or subcontractors; or (ii) a Breach occurs involving Unsecured PHI in a Business Associate's possession, or PHI created, maintained, transmitted or received by Business Associate or its employees, agents, representatives, or subcontractors, Business Associate agrees that Covered Entity may, in its sole discretion, require Business Associate to provide such notification as may be required of Covered Entity by the HIPAA Rules, at Business Associate's sole cost and expense. Covered Entity shall have the right to review, direct, and approve or reject the contents or manner of such notification. The costs of provision of notification shall be in addition to and shall not limit Business Associate's indemnification obligations under this Agreement.

2.14. Reporting Requirements for Security Incidents. Business Associate agrees to provide notice to Covered Entity in the manner and within the timeframes set forth in Section 2.13 of this Agreement of all Security Incidents that: (a) result in the defeat or circumvention of any security control or in the unauthorized access, Use, Disclosure, modification or destruction of PHI or interference with system operations; or (b) do not result in unauthorized access, Use, Disclosure, modification or destruction of PHI or interference with system operations ("Unsuccessful Security Incidents") but which Business Associate reasonably determines are of a type or pattern that warrant prompt response to avoid the loss, modification or destruction of PHI. Notwithstanding the foregoing, the parties acknowledge and agree that this Section 2.14 of this Agreement constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of Minor Security Incidents (as defined below), for which no additional notice to Covered Entity shall be required. "Minor Security Incidents" means pings, port scans, and other routine, minor, and unsuccessful attempts to communicate with or through Business Associate's firewall and network, so long as no such incident results in unauthorized access, Use, Disclosure, modification or destruction of PHI.

2.15. Mitigation. Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate or its subcontractors and agents in violation of the requirements of this Agreement or any Underlying Agreements between the parties. Business Associate shall document all mitigation efforts.

### **3. Access, Amendment and Accounting of Disclosures of PHI**

3.1. Individual Right to Access PHI. Within twenty (20) days of receipt of Covered Entity's written notice to Business Associate of a request from an Individual to access his or her PHI, Business Associate shall make such PHI available directly to Covered Entity. If Business Associate receives an access request from an Individual, Business Associate shall, forward such request to Covered Entity within fifteen (15) days. Following receipt of such notice, Covered Entity shall provide the requested PHI to the Individual.



- 3.2. Individual Right to Amend. Within twenty (20) days of receipt of Covered Entity's written notice to Business Associate of a request from an Individual to amend his or her PHI, Business Associate shall amend such PHI as directed by Covered Entity and upon written request from Covered Entity, provide to Covered Entity a written report detailing its handling of the Individual's amendment request. If Business Associate receives an amendment request from an Individual, Business Associate shall, within fifteen (15) days, notify Covered Entity in writing of the details of such request. Following receipt of such notice, Covered Entity shall handle such request, unless Business Associate maintains a designated record set, in which case, at the option and request of Covered Entity, Business Associate shall, within twenty (20) days of Covered Entity's request, amend such PHI as directed by Covered Entity and upon Covered Entity's written request, provide to Covered Entity a written report detailing its handling of the amendment request.
  
- 3.3. Individual Right to Request Accounting. Within twenty (20) days of Covered Entity's written notice to Business Associate of a request from an Individual for an accounting of Disclosures of his or her PHI, Business Associate shall make available to Covered Entity such information in Business Associate's possession that is required for Covered Entity to make the accounting required by 45 C.F.R. § 164.528, which includes, at a minimum, the following information:
  - (a) The date of the Disclosure;
  - (b) The name of the entity or person who received the PHI, and, if known, the address of such entity or person;
  - (c) A brief description of the PHI disclosed; and
  - (d) A brief statement of the purpose of such Disclosure that includes an explanation of the basis for such Disclosure.

If Business Associate receives a request for an accounting from an Individual, Business Associate shall, within twenty (20) days, notify Covered Entity in writing of the details of such request. Following receipt of such notice, Covered Entity shall handle such request. To the extent that Business Associate maintains or operates an electronic health record system on behalf of Covered Entity, Business Associate also shall maintain information for the preceding three (3) year period (but no earlier than the applicable Effective Date) sufficient to enable Covered Entity to make an accounting of Disclosures for payment and health care operations.

#### **4. Covered Entity's Obligations and Activities**

- 4.1. Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation in its Notice of Privacy Practices, to the extent such limitation affects Business Associate's permitted Uses or Disclosures of PHI.
  
- 4.2. Individual Permission. Covered Entity shall notify Business Associate of changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent such changes affect Business Associate's permitted Uses or Disclosures.
  
- 4.3. Restrictions. Covered Entity shall notify Business Associate of any restriction in the Use or Disclosure of PHI to which Covered Entity has agreed, to the extent such restriction affects Business Associate's permitted Uses or Disclosures of PHI.
  
- 4.4. Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if used or disclosed by the Covered Entity.

**5. Term and Termination**

- 5.1. Term. This Agreement shall be effective as of the Effective Date and shall remain in effect until such time that Business Associate no longer creates, accesses, receives, maintains or transmits PHI on behalf of Covered Entity, subject to Section 5.2 below.
- 5.2. Termination for Cause. If Covered Entity becomes aware that Business Associate has breached a material term of this Agreement, then Covered Entity may, in its sole discretion:
  - (a) Provide Business Associate an opportunity to cure the Breach within thirty (30) days and terminate this Agreement if Business Associate does not cure such Breach within that time period; or
  - (b) Immediately terminate this Agreement.
- 5.3. Effect of Termination. Except as otherwise provided in this Agreement, and subject to any record retention provisions of the Underlying Agreements, upon termination, cancellation or expiration of this Agreement or the Underlying Agreements, Business Associate shall return to Covered Entity or destroy all PHI in its possession or in the possession of its subcontractors or agents. Upon request from Covered Entity, Business Associate shall provide to Covered Entity a written certification, signed by an authorized officer of Business Associate, verifying that Business Associate has fully complied with the requirements of this Section 5.3. In the event the parties mutually determine that returning or destroying the PHI is infeasible, Business Associate shall retain such PHI and extend the protections of this Agreement to such PHI until such time that Business Associate returns or destroys it.

**6. Other Terms**

- 6.1. Required Disclosure. If Business Associate is required by legal process to Disclose any PHI, Business Associate shall, if legally permitted, promptly notify Covered Entity and assist Covered Entity, as reasonably requested, in obtaining a protective order or other similar order, and shall thereafter Disclose only the minimum amount of PHI that is required to be Disclosed to comply with the legal process, whether or not a protective order or other similar order has been obtained.
- 6.2. Automatic Amendment. Upon the effective date of any amendment to the HIPAA Rules, this Agreement shall automatically be deemed to be amended to incorporate such amendment so that Covered Entity and Business Associate remain in compliance with the HIPAA Rules.
- 6.3. Conflicts. Any provision of the Underlying Agreements that is directly contradictory to one or more terms of this Agreement (“Contradictory Term”) shall be superseded by the terms of this Agreement only to the extent of the contradiction, as necessary for the parties’ compliance with the HIPAA Rules and to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.
- 6.4. Notices. Unless otherwise specifically stated herein, all notices and other communications pertaining to this Agreement will be in writing and will be deemed duly to have been given if personally delivered to a party, sent by the United States Postal Service certified mail, return receipt requested, postage prepaid or by Federal Express, United Parcel Service or other nationally recognized overnight carriers. All notices or communications between the parties pertaining to this Agreement will be addressed as follows:

Covered Entity: Berlin EMS  
Attention: Evan Vandenlangenberg, EMS Chief





108 N Capron St PO Box 272  
Berlin, WI 54923

Business Associate: University of Wisconsin Hospitals and Clinics Authority  
Attention: Privacy Officer  
7974 UW Health Court  
Middleton, WI 53562

And with a copy, which shall not constitute notice to:

UW Health  
Attention: Legal Services Department  
7974 UW Health Court  
Middleton, WI 53562

- 6.5. Counterparts. This Agreement and any amendments to this Agreement shall be in writing and may be executed in two (2) or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.
- 6.6. Waiver. The failure by either party to insist upon the strict performance of any term, covenant or condition of this Agreement or to exercise any right or remedy herein shall not constitute waiver thereof. A waiver of any breach of this Agreement shall not affect or alter this Agreement, but each and every term, covenant and condition of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach of this Agreement.
- 6.7. Assignment. Neither party may assign or delegate its rights, duties, or obligations under this Agreement at any time without the other party's prior written consent. Any such assignment or delegation without the written consent of the other party will be void.
- 6.8. Headings. Any headings contained in this Agreement are for reference purposes only and shall not in any way effect the meaning or interpretation of this Agreement.
- 6.9. Governing Law. The construction, interpretation and enforcement of this Agreement will be governed by the substantive law of the United States of America and the State of Wisconsin, without regard to its conflict of law provisions. For matters subject to litigation hereunder, the Parties consent and submit exclusively to the jurisdiction and service of process of the courts of the state of Wisconsin or the courts of the United States located in Wisconsin and those courts competent to hear appeals from those courts.
- 6.10. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- 6.11. Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes any prior or contemporaneous agreement, whether oral or written, of the parties regarding this matter.

[Signatures appear on next page.]



IN WITNESS WHEREOF, The parties execute this Agreement as of the Effective Date.

**Berlin Emergency Medical Service**

By: Evan Vanderlangenberg  
EMS Chief

**University of Wisconsin Hospitals and Clinics  
Authority; University of Wisconsin Medical  
Foundation, Inc.**

By: Troy Lepien  
VP of Business Integrity and Privacy Officer

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Signature

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Date

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Signature:

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Date

## EMS AGENCY MEDICAL DIRECTION AGREEMENT

THIS EMS AGENCY MEDICAL DIRECTION AGREEMENT (“Agreement”) is made as of June 1, 2024 (the “Effective Date”) by and among Berlin Emergency Medical Service (“EMS Agency”), the University of Wisconsin Hospitals and Clinics Authority (“UWHCA”), and its affiliate the University of Wisconsin Medical Foundation, Inc. (“UWMF”). UWHCA and UWMF, collectively, shall be referred to as “UW Health.” UWMF contracts on behalf of physicians (“UW Faculty Physicians”) in the BerbeeWalsh Department of Emergency Medicine (“Department”), at the University of Wisconsin School of Medicine and Public Health (“Medical School”).

### RECITALS

WHEREAS, the EMS Agency operates an Advanced Life Support (“ALS”) Service to provide emergency medical services (“ALS Services”) to its citizens and other individuals.

WHEREAS, the EMS Agency desires to obtain medical direction and oversight from UW Health with the aim of improving pre-hospital care through the use of patient care protocols, quality management, and pre-hospital provider education.

WHEREAS, UWHCA has experience providing emergency medical services and education and training, and operating quality management programs to evaluate and improve the delivery of care.

WHEREAS, UWMF has authority to contract on behalf of UW Faculty Physicians in the Department who are duly trained and qualified to provide medical direction to the EMS Agencies and individual EMS Agency providers employed or otherwise engaged by the EMS Agencies to provide emergency medical services on behalf of the EMS Agencies (“EMS Providers”).

WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions pursuant to which UW Health will provide medical direction, quality management oversight, and continuing education to the EMS Agency.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter expressed, the parties hereby agree as follows:

### AGREEMENT

**1.0 Statement of Purpose and Relationship.** The EMS Agency desires to obtain medical direction, which includes medical oversight, quality management, and education services provided by UW Health. The terms upon which UW Health provides such services, and the responsibilities and obligations of the EMS Agency as a recipient of those services, are outlined herein.

**2.0 UW Health Responsibilities.**

2.1 Medical Direction.

- 2.1.1 UW Health will provide a qualified UW Faculty Physician(s) (the “Medical Director”) to provide medical direction and oversight (“Medical Director Services”) to the EMS Agency for an average of ten (10) hours per month in accordance with the requirements outlined herein. Medical Director Services may be furnished by one or multiple UW Faculty Physician(s). UWMF, in its sole discretion, will select the UW Faculty Physician(s) to provide Medical Director Services. The Medical Director shall furnish all Medical Director Services in a manner that is consistent with applicable laws and regulations.
- 2.1.2 UWMF and Department shall ensure that the Medical Director creates accurate, timely records, and completes monthly time reports documenting time spent providing Medical Director Services. On an annual basis, the parties will review the hours of Medical Director Services provided during the prior year to ensure such hours provided are consistent with the time commitment outlined in Section 2.1.1.
- 2.1.3 Medical Director Services shall include all responsibilities outlined in Wis. Admin. Code DHS 110.49(b), including but not limited to the following:
  - 2.1.3.1 Provide medical supervision and direction of the ALS Services provided by the EMS Agency;
  - 2.1.3.2 Collaborate with EMS Agency to establish standard operating patient care protocols;
  - 2.1.3.3 Coordinate skills training and evaluation activities of the EMS Providers;
  - 2.1.3.4 Authorize online medical control physicians;
  - 2.1.3.5 Participate in case reviews and debriefs; and
  - 2.1.3.6 Participate in the establishment and continuing implementation of the quality assurance program as part of a patient care improvement process as further outlined in Section 2.2.

2.2 Quality Management.

- 2.2.1 UW Health, in partnership with the EMS Agency will develop and maintain a quality management program for the EMS Agency
- 2.2.2 Such quality management program will include, without limitation:

- 2.2.2.1 establish systems for monitoring and auditing ALS Services furnished by EMS Agency, including logging and investigating incidents;
- 2.2.2.2 analyze results of trends and make recommendations, as appropriate; and
- 2.2.2.3 maintain current knowledge on state, local, and national changes in quality standards for ALS care and recommend necessary changes to protocols and manuals.

### 2.3 Continuing Education.

- 2.3.1 UW Health will provide the EMS Agency's EMS Providers with sixty (60) hours of continuing ALS education every two (2) years. The continuing ALS education program will be structured to satisfy the mandatory requirements for refresher content of the National Registry of Emergency Medical Technicians and the needs of the EMS Providers in the EMS Agency, as assessed by UW Health through the quality management process and in consultation with the EMS Agency. An overview of the structure of UW Health's continuing ALS education curriculum will be made available each year.
- 2.3.2 The continuing ALS education sessions will be offered virtually at times identified by UW Health.
- 2.3.3 UW Health will maintain a record of the continuing ALS education it provides and will furnish evidence of educational module completion to EMS Agency.
- 2.3.4 UW Health will also provide the following educational offerings, subject to class availability: Advanced Cardiovascular Life Support (ACLS), ACLS for Experienced Providers (ACLS-EP), Pediatric Advanced Life Support (PALS), Basic Life Support (BLS), and Pediatric Education for Prehospital Professionals (PEPP). Other courses may be made available as determined solely by UW Health.
- 2.3.5 UW Health is not responsible for coordinating education activities for EMS Providers who cannot attend or who miss a UW Health continuing education session.

### **3.0 EMS Agency and EMS Provider's Responsibilities.**

- 3.1 Compliance with Law. EMS Agency is solely responsible for its provision of ALS Services and the operation of its ALS service, including without limitation, ensuring that the operation of its ALS service meets all requirements of federal, state, and local laws and regulations. To this end, EMS Agency shall be responsible for providing all personnel, vehicles, supplies and other equipment necessary for its provision of ALS Services. EMS Agency shall be responsible for determining the qualifications of the EMS Agency's ALS personnel, including all hiring, firing, discipline, and other personnel decisions. In addition, EMS Agency is responsible for conducting all background checks, health screening, and ensuring that all EMS Providers engaged by the EMS Agency to provide ALS Services are appropriately certified as an Emergency Medical Technician - Paramedic as required by Wisconsin law and regulations.
- 3.2 Patient Care Records. EMS Agency shall be responsible for creating, maintaining, and storing the patient care records for all ALS Services furnished by the EMS Agency in accordance with all applicable laws. Such medical records shall be the property of EMS Agency.
- 3.3 Liability. The EMS Agency acknowledges and agrees that all EMS Providers employed or otherwise engaged by the EMS Agency to provide ALS Services are employees or agents of the EMS Agency and not the agents of UW Health. Any liability arising because of injury to any person that results from the rendering or failing to render ALS Services by the EMS Agency or any of the EMS Agency's EMS Providers shall remain the responsibility of the EMS Agency.

### **4.0 Access to Records.**

- 4.1 Patient Care Records. To the fullest extent permitted by law, the EMS Agency shall provide UW Health with access to patient care records, as well as response time, data collection, quality management and other related records, so that UW Health can furnish appropriate quality management, medical direction, and continuing ALS education services under this Agreement.
- 4.2 Business Associate Agreement. The parties acknowledge and agree that, under the Health Insurance Portability and Accountability Act and its implementing regulations, UW Health will be performing services as a Business Associate of the EMS Agency in connection with this Agreement, and will abide by the Business Associate Agreement entered into by the parties.

### **5.0 Insurance.**

- 5.1 EMS Agency. The EMS Agency shall maintain professional liability insurance coverage with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate, or such greater amounts as may be required by law, covering all of its employees, contractors, and agents who provide ALS Services on behalf of the EMS Agency



In addition, the EMS Agency shall maintain comprehensive general liability insurance in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate, and worker's compensation, employer's liability or similar insurance as may be required by law. The EMS Agency shall provide UW Health with written evidence of such insurance coverages upon request.

- 5.2 UWHCA. UWHCA shall maintain professional liability insurance coverage with liability limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate, or such greater amounts as may be required by law, covering all of its employees, contractors, and agents who provide services under this Agreement. In addition, UWHCA shall maintain comprehensive general liability insurance in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the annual aggregate, and worker's compensation, employer's liability or similar insurance as may be required by law. UWHCA shall provide the EMS Agency with written evidence of such insurance coverages upon request.
- 5.3 UW Faculty Physicians. UW Faculty Physicians are employees of the University of Wisconsin, and hence, employees of the state of Wisconsin. In performing services under this Agreement, UW Faculty Physicians will be acting within the scope of their University/State of Wisconsin employment. The State of Wisconsin provides liability coverage for the acts or omission of acts of its employees committed within the scope of their employment under Section 895.46 of the Wisconsin Statutes and is self-insured. Each UW Faculty Physician is protected by this statutory liability coverage while acting within the scope of his or her employment. The Dean of the UW School of Medicine and Public Health joins in this Agreement to confirm that each UW Faculty Physician who performs services under this Agreement will be acting within the scope of his or her employment as an employee of the Medical School, and hence, as an employee of the state of Wisconsin, and that any such UW Faculty Physician is protected by the liability coverage provisions of Section 895.46 of the Wisconsin Statutes.

## **6.0 Financial Arrangements.**

- 6.1 Fees. The EMS Agency shall pay an annual fee to UW Health of Eighteen Thousand and Seven Hundred Dollars (\$18,700), which the Parties reasonably agree is fair market value for the services provided by UW Health. Notwithstanding the foregoing provision, if either party reasonably believes that the rate is not reflective of fair market value, such party shall notify the other party and the parties shall negotiate in good faith to modify the rate to a rate that reflects fair market value; provided, however, that the rate may not be adjusted more than once in any twelve-month period.
- 6.2 Payment of Fees. The annual fee shall be prorated for quarterly payments, with a payment due quarterly from EMS Agency and paid directly to UW Health. UW

Health will provide the EMS Agency with the address to which payments to UW Health should be submitted.

## 7.0 **Term and Termination.**

7.1 **Term.** This Agreement shall commence on the Effective Date and continue in effect for an initial term through June 30, 2026. Thereafter, this Agreement will automatically renew for consecutive two (2) year periods (each a “Renewal Term”) beginning July 1 unless either party provides written notice of its desire to terminate this Agreement at least ninety (90) days prior to the end of the then-current term. The terms and conditions in effect during the initial term and any Renewal Term shall remain in effect during any Renewal Term unless the parties mutually agree, in writing, to amend the terms and condition of this Agreement. The initial term and all subsequent Renewal Terms shall collectively be referred to herein as the “Term.”

7.2 **Termination.** This Agreement may be terminated during the Term as follows:

7.2.1 **Termination by Agreement.** The parties may agree mutually in writing to terminate this Agreement at any time.

7.2.2 **Voluntary Termination.** Any party may terminate this Agreement at the end of each year by providing the other party with ninety (90) day prior written notice.

7.2.3 **Termination by Material Breach.** If any party is in material breach of its obligations hereunder, any non-breaching party may terminate this Agreement, including its rights and obligations under this Agreement, by giving thirty (30) days written notice to the other party specifying the nature of the breach and indicating the non-breaching party’s intent to terminate this Agreement if the breach is not cured within the thirty (30) day period.

7.2.4 **Immediate Termination.** This Agreement and the obligations of all parties may be terminated by any party immediately upon written notice if:

7.2.4.1 any party is excluded from participation in the Medicare or Medicaid programs; or

7.2.4.2 any party fails to maintain any license, certificate or other legal credential required to fulfill its obligations under this Agreement.

7.2.5 **Termination Due to Violation of Law.** If any party determines, on the written advice of its legal counsel, that this Agreement or the provision of services contemplated herein renders any of the material terms of this Agreement unlawful or unenforceable, including any services rendered

or compensation to be paid hereunder, the party shall have the immediate right to initiate the renegotiation of the affected terms of this Agreement, upon written notice of the other parties, to remedy such condition. If the parties are unable to renegotiate the terms so affected so as to bring the terms into compliance with the law, rule or regulation that rendered the terms unlawful or unenforceable within thirty (30) days of the date on which notice of a desired renegotiation was given, then any party shall be entitled, after expiration of such initial thirty (30) day period, to terminate this Agreement upon thirty (30) days' written notice to the other parties.

### 7.3 Effect of Termination.

- 7.3.1 Upon termination of this Agreement, none of the parties shall have any further obligation hereunder except for (a) obligations accruing prior to the date of termination, and (b) obligations, promises, or covenants contained herein which are expressly made to extend beyond the term of this Agreement.
- 7.3.2 Following termination of this Agreement for any reason and to the extent permitted by law, each party shall provide the other party with access to records and information as necessary for any of the parties to fulfill its financial or legal obligations, or defend itself against any threatened or ongoing legal action.
- 7.3.3 Immediately upon termination, each party shall promptly deliver all equipment, documents, or other property belonging to the other parties that is in the party's possession. Furthermore, the EMS Agency shall promptly update its state licensure information to properly report all changes in its operations resulting from termination of this Agreement.
- 7.3.4 Should this Agreement be terminated during the first year of this Agreement, for the remainder of the first year, the parties shall not negotiate or enter into any other agreement that includes new fee or compensation terms applicable to the same services that are provided under this Agreement.
- 7.3.5 The respective rights and obligations of the parties under Sections 3.3 (Liability), 7.3 (Effect of Termination), 8.1 (Use of Names and Logos), 8.2 (Government Access to Books and records), 8.5 (Confidential Information) and this Section 7.3.5 shall survive termination of this Agreement for any reason.

## 8.0 Miscellaneous.

- 8.1 Use Names and Logos. The EMS Agency shall not use the name or any logos of UW Health, the Medical School, or UW Faculty Physicians, or otherwise make reference to UW Health, the Medical School, or UW Faculty Physicians, in any marketing, promotional, advertising, or other materials, in verbal or written form, without first obtaining the written approval of UW Health. Notwithstanding the foregoing, the EMS Agency may name the UW Faculty Physicians providing Medical Director Services as required in connection with the provision and coordination of ALS Services. Similarly, UW Health shall not use the name or any logos of the EMS Agency or otherwise make reference to the EMS Agency in any marketing, promotional, advertising, or other materials, in verbal or written form, without first obtaining the written approval of the respective EMS Agency. Notwithstanding the foregoing, UW Health may identify the EMS Agency as an entity to which it provides services pursuant to an agreement if necessary for their provision of services under this Agreement.
- 8.2 Government Access to Books and Records. Until the expiration of four (4) years after the furnishing of services called for by this Agreement, UW Health, upon request, shall each make available to the Secretary, U.S. Department of Health and Human Services, U.S. Comptroller General, and their duly authorized representatives, this Agreement, and all other books, documents and records as are necessary to certify the nature and extent of the costs of services provided under this Agreement, provided, however, that such access is required by law. If either UWMF or UWHCA provides such services through a subcontract worth ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related organization, the subcontract shall also contain a clause permitting access by the Secretary, Comptroller General and their duly authorized representatives to books and records of the related organization.
- 8.3 No Referrals. The parties acknowledge and agree that nothing in this Agreement is conditioned on any requirement that the EMS Agency make any referrals to, be in a position to make or influence referrals to, or otherwise generate business for UW Health. Similarly, the parties acknowledge and agree that nothing in this Agreement is conditioned on any requirement that UW Health make any referrals to, be in a position to make or influence referrals to, or otherwise generate business for the EMS Agency.
- 8.4 Independent Contractors. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the EMS Agency and UW Health or UW Faculty Physician other than that of independent contractors who are contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- 8.5 Confidential Information. The EMS Agency acknowledges and agrees that it may be permitted to have access to some confidential and proprietary business information of UW Health.

8.5.1 “Confidential Information” shall mean any information furnished or made available directly or indirectly by UW Health to the EMS Agency: (i) in any format that is labeled or otherwise designated as confidential, proprietary, a trade secret or with a similar designation; (ii) that relates to UW Health’s trade secrets, inventions, discoveries, processes, methods and techniques, ideas or know-how, or regarding UW Health’s products and services, proprietary software, research and development, facilities, business plans, marketing plans, strategies, finances, customers, employees, patients and suppliers whether or not such information is labeled as confidential; or (iii) other information that a reasonable person would conclude is intended to remain confidential due to its nature or the circumstances under which it is controlled. The term Confidential Information does not include information which: (a) is now or hereafter in the public domain through no fault of the EMS Agency; (b) is lawfully received by the EMS Agency from a third party with no further restriction on disclosure; (c) is independently developed by the EMS Agency through persons who have not had, either directly or indirectly, access to or knowledge of such Confidential Information which can be verified by independent evidence; or (d) is required by law to be disclosed.

8.5.2 The EMS Agency warrants that, except when disclosure may be required by law, it and its employees and agents will hold all Confidential Information in strict confidence and that Confidential Information shall only be disclosed with prior written consent of UW Health.

8.5.3 Upon termination of this Agreement, any and all Confidential Information (originals and copies thereof) in the possession of the EMS Agency or its employees or agents shall be returned or destroyed by EMS Agency to UW Health, as appropriate. At UW Health’s discretion, as appropriate, the EMS Agency shall provide UW Health with written certification that it has destroyed all Confidential Information in the possession of the EMS Agency or its employees or agents.

8.5.4 Notwithstanding anything to the contrary herein, compliance with Wisconsin Public Records Laws will not be considered to be a violation of this Section. If any party (referred in this subsection as the “Receiving Party”) receives a public records request for Confidential Information that the Receiving Party believes must be disclosed under law, the Receiving Party will provide notice to the party whose Confidential Information is the subject of the request before releasing any Confidential Information so that the other party has an opportunity to promptly litigate the disclosure at its own expense.

8.6 Compliance. It is expressly understood that the parties intend that this Agreement will comply with all applicable rules and regulations of all governmental and regulatory authorities, including, without limitation, Medicare, Medicaid, the

Wisconsin Department of Health Services, and all other federal, state and local statutes, rules, regulations and ordinances. Each party agrees to perform its obligations hereunder in accordance with all applicable federal, state and local laws and regulations, and applicable industry standards, rules and regulations.

8.7 Intellectual Property Rights.

8.7.1 All right, title, and interest in and to any materials (including manuals, instructions, and educational or other documents, in any form or medium), that UW Health makes available to the EMS Agency pursuant to this Agreement, are and will remain with UW Health, as applicable, subject to Section 8.7.2.

8.7.2 Subject to and conditioned on the EMS Agency's compliance with the terms and conditions of this Agreement, UW Health hereby grants the EMS Agency a non-exclusive, non-transferable right to access and use the materials during the term of this Agreement, solely for the uses permitted by this Agreement and in accordance with the terms and conditions herein.

8.8 Affirmative Action and Nondiscrimination. In connection with the performance of work under this Agreement, each party agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Except with respect to sexual orientation, each party further agrees to take affirmative action to ensure equal employment opportunities. Failure to comply with the conditions of this clause may result in termination of the contract. Each party agrees to post notices of non-discrimination in conspicuous places, available for employees and applicants for employment.

8.9 Certification. Each party represents, warrants and certifies to the other parties that it, including any of its owners, employees, contractors or any entity in which it has a direct or indirect ownership interest (which, for purposes of this Section are collectively referred to as the "party"), is (a) not excluded from participation in any Federal health care program, as defined under 42 U.S.C. 1320a-7b(f), or any form of state Medicaid program, (b) not excluded from contracting with any Federal agency, and (c) has not been convicted of a criminal offense related to (i) the neglect or abuse of a patient or (ii) health care fraud. Each party agrees to notify the other party of any such criminal conviction or exclusion within seven (7) days of first learning of it.

8.10 Force Majeure. Notwithstanding any other provisions contained herein, no party shall be liable to the other parties, and no party shall be deemed to be in breach

hereunder, for the failure to perform any of its obligations under this Agreement if such failure is the result of an act of God or any other event which is beyond the reasonable control of the party or which is not reasonably foreseeable by the parties as of the date hereof. In the event of such failure, the non-performing party shall use its best efforts to resume full performance under this Agreement as promptly as possible.

- 8.11 Notices. Unless otherwise specifically provided for in this Agreement, reasonable notice shall mean written notification by hand-delivery, facsimile transmission, or overnight mail. Notice shall be deemed received upon delivery. Notices shall be sent as follows:

To EMS Agency: Berlin Emergency Medical Service  
108 N Capron St  
PO Box 272  
Berlin, WI 54923

To UW Health: UW Health  
600 Highland Avenue  
Madison, WI 53792-3280  
Attn: Director, Emergency & Inpatient Access Services

*With a copy to:* UW Health Office of Corporate Counsel  
7974 UW Health Court  
Middleton, WI 53562

*With a copy to:* UWSMPH / Department of Emergency Medicine  
Attn: Department Administrator  
University Bay Office Building  
800 University Bay Drive  
Suite 310, MC 9123  
Office 300-68  
Madison, WI 53705

- 8.12 Section Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 8.13 Governing Law. This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with the laws of Wisconsin. The venue for any action, special proceeding, or other proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement shall be Dane County, Wisconsin.
- 8.14 Assignment. No party may assign its obligations hereunder to any third party without the prior written consent of the other party, provided that, however, the

merger or consolidation of one party into, or the sale of substantially all of the assets of a party to a third party shall not be deemed to be an assignment. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

- 8.15 Amendments. This Agreement may be amended only by an instrument in writing signed by all parties.
- 8.16 Waiver. A waiver of the material breach of any term, obligation or condition of this Agreement by any party shall not constitute a waiver of any subsequent material breach.
- 8.17 Invalidity of Particular Provisions. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent by law.
- 8.18 Entire Agreement. This Agreement, including all attachments or addenda which are incorporated herein by reference, supersedes all previous contracts or agreements between the parties with respect to the subject matter hereof, and constitutes the entire Agreement between the parties. Notwithstanding the foregoing or anything herein to the contrary, if the EMS Agency has a prior agreement in effect with UW Health for services unrelated to this Agreement, the Parties agree that such prior agreements shall remain in full force and effect, and that this Agreement shall not change the terms or conditions or any party's rights or obligations under such prior agreements, including but not limited to the payment of fees for services that may be referenced in this Agreement.
- 8.19 Execution. This Agreement and amendments thereto may be executed in counterparts and by facsimile, and each such counterpart when so executed shall be deemed to be an original, and such counterparts shall, together, constitute and be one and the same instrument.

***[Proceed to Following Page for Signatures]***



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

**EMS Agency: Berlin Emergency Medical Service**

By: \_\_\_\_\_  
Printed Name / Title: \_\_\_\_\_

**University of Wisconsin Hospitals and Clinics Authority**

By: \_\_\_\_\_  
Printed Name / Title: \_\_\_\_\_

**University of Wisconsin Medical Foundation, Inc.**

By: \_\_\_\_\_  
Printed Name / Title: \_\_\_\_\_

*The following entities, who are not parties to this agreement, sign to document their acknowledgement of UWMF entering into this Agreement.*

**University of Wisconsin School of Medicine and Public Health**

By: \_\_\_\_\_  
Stephen Y. Nakada, M.D., FACS, FRCS  
Interim Executive Vice Dean of Clinical Affairs

**University of Wisconsin School of Medicine and Public Health  
Department of Emergency Medicine**

By: \_\_\_\_\_  
Manish Shah, M.D., M.P.H., Chair

## TECHNOLOGY ADDENDUM TO THE EMS AGENCY MEDICAL DIRECTION AGREEMENT

**THIS TECHNOLOGY ADDENDUM TO THE EMS AGENCY MEDICAL DIRECTION AGREEMENT** (“Addendum”) is made as of June 1, 2024 (the “Effective Date”) by and among Berlin Emergency Medical Service (“EMS Agency”), the University of Wisconsin Hospitals and Clinics Authority (“UWHCA”), and University of Wisconsin Medical Foundation, Inc. (“UWMF”). UWHCA and UWMF, collectively, shall be referred to as “UW Health.” All terms not defined in this Addendum will have the meaning ascribed to them in the Agreement.

**WHEREAS**, EMS Agency receives medical direction, continuing education, and quality management oversight from UW Health pursuant to the EMS Agency Medical Direction Agreement (“Agreement”);

**WHEREAS**, in connection with EMS Agency’s receipt of services under the Agreement, UW Health desires to provide access to, and EMS Agency desires to access, certain information services offerings from UW Health subject to this Addendum and the Agreement.

**NOW THEREFORE**, the parties agree as follows:

### I. Definitions.

- A. “Access Credentials” means any user name, identification number, password, license, or device used to verify an individual’s identity and authorization to access and use the Intellectual Property.
- B. “Authorized User” means EMS Agency employees and agents who are authorized by EMS Agency to access and use the Intellectual Property under the rights granted to the EMS Agency pursuant to the Agreement.
- C. “Content” means information, data, documents, works, and other content, in any form, that is downloaded or otherwise received from UW Health through the Software.
- D. “Disabling Device” means any software, hardware, or other technology, device, or means used by UW Health or its designee to disable EMS Agency’s or any Authorized User’s access to or use of the Intellectual Property automatically with the passage of time or under the positive control of UW Health or its designee.
- E. “Harmful Code” means any software, hardware, or other technology, device, or means, including any virus or other code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy or harm in any manner any (i) software, firmware, hardware, system, or network or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby, or (b) prevent EMS Agency or any Authorized User from accessing or using the Intellectual Property as intended by this Addendum. Harmful Code does not include any Disabling Device.

- F. “Intellectual Property” means Content and Software.
- G. “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection.
- H. “Permitted Use” means any use of the Intellectual Property by an Authorized User for the benefit of EMS Agency in the ordinary course of its internal business operations as authorized under the Agreement and for the purpose of obtaining services from UW Health pursuant to the Agreement.
- I. “Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, association, or other entity.
- J. “Software” means software, content, products, guides, or components of or relating to the Agreement as made available by UW Health for the purpose of EMS Agency obtaining services pursuant to the Agreement.

II. Access and Use.

- A. Subject to and conditioned on EMS Agency’s and its Authorized Users’ compliance with the terms of this Addendum and the Agreement, UW Health grants EMS Agency a non-exclusive, non-transferable right to access and use the Intellectual Property during the term of the Agreement, solely for the Permitted Use by Authorized Users in accordance with the terms herein. The total number of Authorized Users will not exceed the number set by UW Health in its sole discretion and shared with EMS Agency.
- B. EMS Agency has and will retain sole responsibility for all access to and use of the Intellectual Property by any Person or through any means controlled by EMS Agency or any Authorized User. Upon request, EMS Agency will permit UW Health to audit its processes and its compliance with those processes with respect to its Authorized Users, including without limitation Authorized Users not employed by EMS Agency.

III. Changes. UW Health reserves the right, in its sole discretion, to make any changes to the Intellectual Property it deems necessary or useful to: (a) maintain or enhance (i) the security, quality or delivery of Intellectual Property to its EMS Agencies, or (ii) the Intellectual Property’s cost efficiency or performance; or (b) to comply with Law or other requirements.

IV. Suspension or Termination of Access. UW Health may, by any lawful means, suspend, terminate, or otherwise deny EMS Agency’s, any Authorized User’s, or any other Person’s access to or use of all or any part of the Software, at any time, without incurring any resulting obligation or liability. This Section does not limit any of UW Health’s rights or remedies, whether at law, equity, or under this Agreement. This Addendum shall automatically terminate upon termination of the Agreement.

V. Use Restrictions. EMS Agency will not, and will not permit any other Person to, access or use the Software except as expressly permitted by this Addendum. For purposes of clarity and without limiting the foregoing, EMS Agency will not:

- A. Copy, modify, or create derivative works of the Intellectual Property;
- B. Rent, sell, sublicense, assign, distribute, or otherwise make available any Intellectual Property to any Person, including on the internet or through any software, cloud, or other technology;
- C. Bypass or breach any security device or protection used by the Software or access or use the Software other than by an Authorized User through the use of his or her own then valid Access Credentials;
- D. Input, upload, or otherwise provide to or through the UW Health systems, any information or materials that are unlawful, contain any Harmful Code, or are otherwise unrelated to the services obtained via the Agreement;
- E. Damage, disrupt, disable, interfere with, or otherwise harm the Software, UW Health systems, or UW Health's provision of services to any party;
- F. Remove or alter any trademarks, warranties, disclaimers, or copyright, trademark, patent, or other intellectual property rights notices from any Intellectual Property;
- G. Access or use the Software in any manner or for any purpose that infringes or violates any Intellectual Property Right or other right of a third party (including by unauthorized access to, use, alteration, destruction, or disclosure of the data of any other UW Health client), or that violates any applicable law;
- H. Access or use the Software for purposes of competitive analysis of the Software, development of a competing software, or any purpose that is to UW Health's detriment or the detriment of a third-party licensing materials to UW Health; or
- I. Otherwise access or use the Intellectual Property beyond the scope of the authorization granted under this Addendum.

VI. EMS Agency Obligations.

- A. Corrective Action. If EMS Agency becomes aware of actual or threatened activity prohibited by Section V, EMS Agency will, and will cause its Authorized Users to, immediately: (a) take all measures to stop the activity or threatened activity and mitigate its effects (including by discontinuing and preventing unauthorized access to Software and permanently erasing from their systems any data to which any of them have gained unauthorized access); and (b) notify UW Health of such actual or threatened activity.

B. Access and Security. EMS Agency will employ all physical, administrative, and technical controls, security procedures, and other safeguards necessary to: (a) administer the distribution and use of all Access Credentials and protect against unauthorized access to or use of the Intellectual Property; and (b) ensure EMS Agency and Authorized Users solely use the Software in compliance with the Agreement.

VII. Intellectual Property Rights. All right, title, and interest in and to the Intellectual Property, including all Intellectual Property Rights therein, are and will remain with UW Health. EMS Agency has no right, license, or authorization with respect to any of the Intellectual Property except as expressly set forth in this Addendum. EMS Agency unconditionally and irrevocably grants to UW Health an assignment of all right, title, and interest in and to the usage and monitoring data, including all Intellectual Property Rights relating thereto.

VIII. Professional Judgment. EMS Agency agrees that UW Health is not providing medical or diagnosis services through the provision of Intellectual Property. Although Intellectual Property may contain content, templates, or decision support tools, any such items are not a substitute for professional judgment of providers in diagnosing and treating patients. EMS Agency is solely responsible for complying with all laws, regulations, and licensing requirements applicable to its delivery of healthcare services.

**IN WITNESS WHEREOF**, the parties execute this Addendum as of the Effective Date.

**EMS Agency: Berlin Emergency Medical Service**

By: \_\_\_\_\_  
Printed Name / Title: Evan Vandenlangenberg, Chief of EMS

**University of Wisconsin Hospitals and Clinics Authority**

By: \_\_\_\_\_  
Printed Name / Title: \_\_\_\_\_

**University of Wisconsin Medical Foundation, Inc.**

By: \_\_\_\_\_  
Printed Name / Title: \_\_\_\_\_

At the 4/30/24 Plan Commission meeting under the item North Business Park Protective Covenants – RECOMMENDATION Review, Discuss, and action as appropriate. Dretske motioned to recommend to Common Council to have an Ad-Hoc Task Force formed to discuss potential changes to the North Business Park and having Attorney Chier available for counsel as needed. Hill seconded, and the motion was carried by voice vote.

We did not have anything more specific and just included the Covenant Binder contents for reference, and this is quite lengthy.

Thank you,

**Timothy Ludolph**  
City of Berlin  
Planning and Development Director

## Susan Kiener

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**From:** Zeb Pirkey <zebpirkey@gmail.com>  
**Sent:** Tuesday, May 7, 2024 8:57 AM  
**To:** Tim Ludolph  
**Subject:** Re: Board of Appeals- May 2024 Cancellation

Hey, Tim.

Formally, I am no longer on the board.

Thanks,

- Zeb

On May 6, 2024, at 10:16, Tim Ludolph <TLudolph@cityofberlin.wi.gov> wrote:

Hello all

Attached is the notice of cancellation for this month's Board of Appeals meeting- May 21, due to no agenda items. The tentative next meeting date is June 18<sup>th</sup> 2024.

Thank you,

**Timothy Ludolph**  
City of Berlin  
Planning and Development Director  
Phone: 920-361-5156  
Fax: 920-361-5405  
108 N Capron St.  
Berlin, WI 54923

<image003.jpg>

<5-21-24-NO-BOA-agenda.pdf>



City of Berlin TID # 15

Façade Improvement Program Application

Applicant Information:

Name(s): Eric Bernoldt

Phone # (cell): 920-216-3287 (home): (work):

Residential Address (street, city, state, zip): 192 Spring St Berlin WI 54923

Email: Eric.bernoldt@icloud.com

Business Information:

Business Name: Berlin Lanes LLC

Business Address: 119 + 123 N Pearl St Berlin WI 54923

Business Phone #: 920-361-1282 + 920-216-3287

Type of Business: Bar, Bowling, food, Rental area

Check One: [checked] Individual Partnership Corporation

Name of Partners/Corporate Officers:

Property Owner:

[checked] Check if the same as Applicant

Name(s): Eric Bernoldt

Phone # (cell): 920-216-3287 (home): (work):

Residential Address (street, city, state, zip): 192 Spring St Berlin WI 54923

Email: Eric.bernoldt2016@icloud.com



**Project Information:**

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

Repair brick exterior + repair outside overhang by entrance; installing sign with business name + fixing window trim.

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

This work will improve the overall appearance of the building along with preventing further damage to the building.

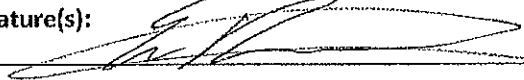
Estimated start date: 6-1-2024 Estimated completion date: 9-16-2024

**Project Budget:**

Total Cost: 10,000.

Total Cost requesting from façade program: 5,000.

Source of other funding: Myself + Business loan

Applicant(s) signature(s): 

Date: 4-15-2024

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

Date received in Clerk's Office: \_\_\_\_\_

Received by: \_\_\_\_\_

Date of Next CC meeting: \_\_\_\_\_



City of Berlin TID # 15

Building Improvement Program Application

Applicant Information:

Name(s): Eric Berndt

Phone # (cell): 920-216-3287 (home): (work):

Residential Address (street, city, state, zip): 192 Spring St Berlin WI 54923

Email: Erictoast2016@Icloud.com

Business Information:

Business Name: Berlin Lanes LLC

Business Address: 119 + 123 N Pearl St Berlin WI 54923

Business Phone #: 920-216-3287 + 1-920-361-1282

Type of Business: Bar, Bowling, food, Rental area

Check One: [checked] Individual Partnership Corporation

Name of Partners/Corporate Officers:

Property Owner:

[checked] Check if the same as Applicant

Name(s): Eric Berndt

Phone # (cell): 920-216-3287 (home): (work):

Residential Address (street, city, state, zip): 192 Spring St Berlin WI 54923

Email: Erictoast2016@Icloud.com

**Project Information:**

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

Resurface + repair bowling lanes and approaches, replace flooring, and reconfiguring bar to improve customer space

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

Insure safety of bowlers + patrons + ensures lanes will remain in good operating order

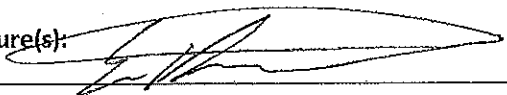
Estimated start date: June 1, 2024 Estimated completion date: Sept. 18, 2024

**Project Budget:**

Total Cost: 20,000.00

Total Cost requesting from building program: 10,000.00

Source of other funding: me or business loan

Applicant(s) signature(s): 

Date: 4-15-2024

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

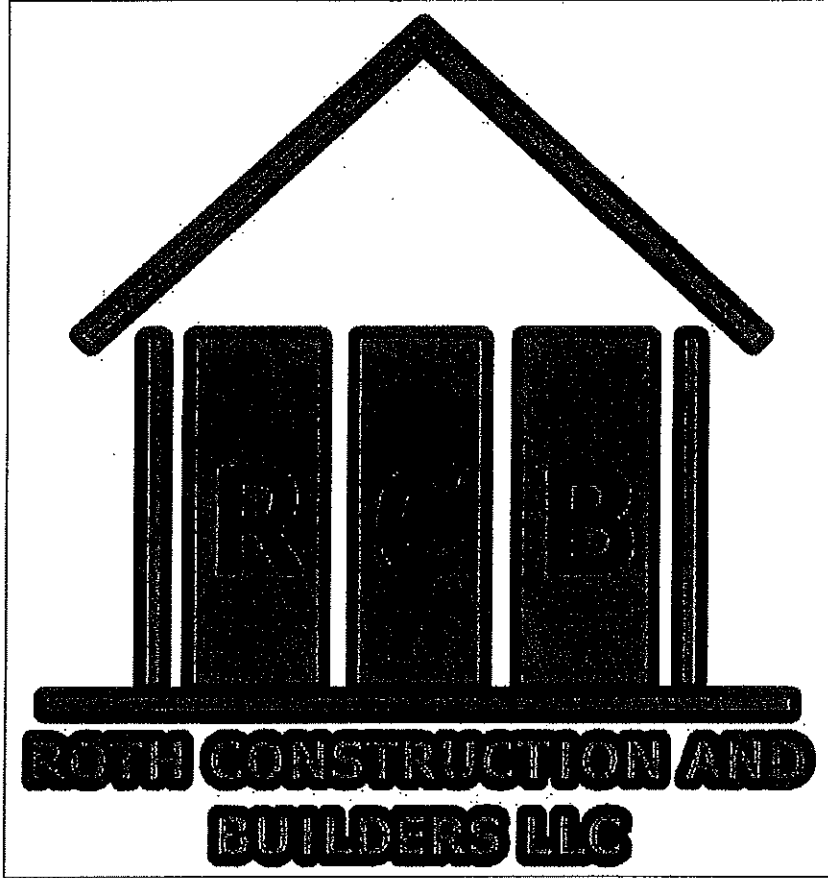
Date received in Clerk's Office: \_\_\_\_\_

Received by: \_\_\_\_\_

Date of Next CC meeting: \_\_\_\_\_

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**ROTH CONSTRUCTION AND BUILDERS LLC.**



## Project Proposal

Prepared for: Berlin Lanes ( owner Eric)

Prepared by: Jared roth , Owner

4/20/24

Proposal number: 127

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# EXECUTIVE SUMMARY

## **Objective**

Install steel panels on one side of the building, tear down and rebuild eyebrow and install all metal on that.

## **Goals**

- clean the wall surface we are applying metal to it.
- Install wall metal and custom wrap the window up top.
- demo and reframe the eyebrow
- install soffit, fascia and roof metal panels on the eyebrow

## **Note:**

-there are a couple different ways we could install the metal on the one wall so I would like to talk with the owner directly.

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**ROTH CONSTRUCTION AND BUILDERS LLC.**

**BUDGET**

| Description                                        | Quantity   | Unit Price | Cost            |
|----------------------------------------------------|------------|------------|-----------------|
| Clean up wall(protruding brick) then install metal | 1891 sq ft | \$9        | \$17,019        |
| Custom wrap upper window                           | 1          | \$250      | \$250           |
| Demo and rebuild eyebrow                           | 13.5 hours | \$260      | \$3,500         |
| Wrap eyebrow in metal                              | 16 hours   | \$260      | \$4,160         |
|                                                    |            |            |                 |
|                                                    |            |            |                 |
|                                                    |            |            |                 |
| <b>Total</b>                                       |            |            | <b>\$24,929</b> |

**Disclaimer:**

Home owner purchase materials.

Payment upon completion.

40% down prior to starting.

Dumpster provided by contractor.

Lift provided by home owner.

We will work with a material supplier to make sure we get all the correct materials on time and also get them delivered due to the length of the metal will be too long for my trailer.

---

*Sign and date:*

*Sign and date:*

---

CHARTER  
MEMBER



National Association of  
Independent Resurfacers, Inc.

## TRI-STATE RESURFACING, INC.

*Specializing in Sport Floor and Hardwood Resurfacing*

P.O. BOX 402

FOND DU LAC, WISCONSIN 54936 - 0402

PHONE: (920) 922-4040

TOLL FREE: 1-800-326-4041

4/17/23

BERLIN LANES

ADDITIONAL REPAIRS

8 HOURS LABOR TO INSTALL EDGE BOARDS

REPAIR FOUL LINE AREA LANES 1-4

INSTALL FOUL LINE ON LANE 8 @ 89<sup>00</sup>

3 EDGE BOARDS @ 69-

2 1402 FAST CURR EPOXY @ 98<sup>75</sup>

1 FOUL LINE @ 59<sup>00</sup>

712-

207-

296<sup>25</sup>

59<sup>00</sup>

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1274<sup>25</sup>



# PROPOSAL



|                                                                                                       |                                                                                                                                       |                                          |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <p><u>To:</u> Berlin Lanes LLC</p> <p><u>Address:</u> 119 North Pearl Street<br/>Berlin, WI 54923</p> | <p>N8619 County Road A<br/>Berlin, WI 54923<br/>Phone: (920) 361-0320<br/>Fax: (920) 361-0665<br/>E-mail:caulkingplus@hotmail.com</p> | <p><u>Proposal Date:</u><br/>4-22-24</p> |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|

ATT: Eric Berndt

RE : Berlin Lanes (Berlin, WI)

Caulking Plus Inc. proposes to bid the caulking maintenance work on the above-mentioned project as follows:

- CPI will remove the existing sealant, clean/prep, and re-caulk the stucco to brick transitions.

This work will be completed for the price of \$1,120.00.

Please feel free to contact me with any questions.

Sincerely,

*Matt Simon*

Matt Simon - President

**REQUIRED:** Please sign and return one copy to Caulking Plus Inc., N8619 County Road A, Berlin, WI 54923 or at [caulking plus@hotmail.com](mailto:caulking_plus@hotmail.com).

The undersigned accepts this order as set forth above and agrees with the terms and conditions set forth on this page.

Accepted By:

---



# INVOICE

# INV-0035569

Balance Due  
**\$6,800.00**

## Armon Renovations

(920)602-4099

armonrenovations@gmail.com

### Bill To

**Eric Berndt**

North

Pearl street

Berlin

54923 Wi

Invoice Date : 07 May 2024

Terms : Due on Receipt

Due Date : 07 May 2024

### Subject :

Berlin lanes renovation

| # | Item & Description                                                                                                                                                                                    | Qty  | Rate               | Amount            |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|--------------------|-------------------|
| 1 | Remove and dispose 7'x7' portion of concrete divider wall<br>Add additional framing if wall is load bearing<br>Cut down cabinets and top for new opening<br>Relocate cabinets and top to new location | 1.00 | 6,800.00           | 6,800.00          |
|   |                                                                                                                                                                                                       |      | <b>Sub Total</b>   | 6,800.00          |
|   |                                                                                                                                                                                                       |      | <b>Total</b>       | <b>\$6,800.00</b> |
|   |                                                                                                                                                                                                       |      | <b>Balance Due</b> | <b>\$6,800.00</b> |

### Notes

Thanks for your business.



City of Berlin TID # 15

Façade Improvement Program Application

Applicant Information:

Name(s): JOSE LOPEZ

Phone # (cell): 920 203 7382 (home): (work): 920 203 5211

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

Email: JTRECHARGE@GMAIL.COM

Business Information:

Business Name: JT RECHARGE LLC DBA CORNUTATION

Business Address: 134 W. HURON ST BERLIN WI 54923

Business Phone #: 920 203 5211

Type of Business: SMOOTHIE AND ENERGY TEA SHOP

Check One: Individual Partnership [checked] Corporation

Name of Partners/Corporate Officers: NATASHA LOPEZ

Property Owner:

[checked] Check if the same as Applicant

Name(s): GSD Holdings LLC Greg DeBaets member

Phone # (cell): 920 290 0737 (home): (work):

Residential Address (street, city, state, zip): PO Box 46 Berlin WI 54923

Email:

**Project Information:**

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

CUSTOM BLINDS REPLACEMENT, CURRENT ONE IS FALLING APART  
BLINDS IS A FACE ON

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

IT WILL IMPROVE THE LOOK OF BUILDING AND WILL  
ATTRACT DRIVERS TO STOP BY AND WILL HELP IMPROVE  
THE LOOK OF HUDON ST

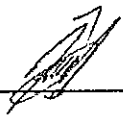
Estimated start date: MAY/2024 Estimated completion date: JUNE/2024

**Project Budget:**

Total Cost: \$2,000

Total Cost requesting from façade program: \$1,000

Source of other funding: PERSONAL FUNDING

Applicant(s) signature(s): 

Date:

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

Date received in Clerk's Office: \_\_\_\_\_

Received by: \_\_\_\_\_

Date of Next CC meeting: \_\_\_\_\_

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


Date: 5/8/24

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: 5/8/2024



# The OTA Company

2840 Bradley St.  
 Oshkosh, WI 54902  
 Ph: 920-235-3170  
 Fx: 920-235-7100  
[www.otainc.com](http://www.otainc.com)

# QUOTE

Quote Valid for 60 Days

**Sold To:**  
 JT Recahrge LLC  
 ATTN: 246 N Koeller St  
 Oshkosh, WI 54902

**Install At:**  
 Main Street Berlin

920.203.7382  
[jtrechargelc@gmail.com](mailto:jtrechargelc@gmail.com)

County: Green Lake

**Quote Date:** 5/3/2024      **Lead Time:** 5 Weeks

| Qty                                                                                                                                                     | Description                                                                                                                                | Unit       | Price      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|
| <b>Custom Awning Recover (3-Piece)</b>                                                                                                                  |                                                                                                                                            |            |            |
| 1                                                                                                                                                       | Approx: 238" width x 43.5" height x 30" projection<br>Middle of dome awning is longer and taller<br>Awning is a Lace-On                    | \$1,800.00 | \$1,800.00 |
| 1                                                                                                                                                       | Full Color Graphics - EPS to be provided by customer                                                                                       | \$200.00   | \$200.00   |
| <b>Fabric: Sunbrella</b><br><b>Color: TBD</b><br><b>Style: Dome Lace-On</b><br><b>Valance: None</b><br><b>Closed Ends</b><br><b>Graphics: See above</b> |                                                                                                                                            |            |            |
| 1                                                                                                                                                       | <b>Installation of the Awning</b><br>Permits to be supplied by customer if necessary<br>Proper Backing to be done by Customer if Necessary | included   | included   |

**Conditions:** All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and such charges will become part of this agreement. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our employees are covered by Worker's Compensation Insurance. All work listed above is considered custom made and non-refundable. A finance charge of 1.5% (18% per annum) will be added to all past due invoices. Collection and attorneys fees will be assessed to all accounts placed for collection.

|                 |                   |
|-----------------|-------------------|
| Subtotal        | \$2,000.00        |
| 5.5 % Sales Tax | \$110.00          |
| <b>Total</b>    | <b>\$2,110.00</b> |

**Thank you for allowing us this opportunity to provide a quote. We look forward to working with you.**

| Terms                                                                                                                                                                                           | Credit Card                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purchase order or contract with approved credit or 50% down payment required to schedule, balance due at time of installation.<br>Payment Options: Cash, Check, MasterCard or Visa Credit Cards | Name (as it appears on card): _____<br>Number: _____<br>Expiration date: ____/____/____<br>Card Type: MC <input type="checkbox"/> Visa <input type="checkbox"/> Billing Zip Code ____<br>Security Code (from back of card): _____<br>Balance will be processed two working days after installation. |

**Please sign here to indicate acceptance of conditions, terms, lead-time, and price quote.**

|          |      |                    |                 |
|----------|------|--------------------|-----------------|
|          |      | <i>Toby Hegner</i> | <i>3-May-24</i> |
| Customer | Date | Quoted by          | Date            |
|          |      | Toby Hegner        |                 |



## Raze and Repair Orders/ Nuisance Complaints

**Address of Property:** 107 W Huron St.

**Property Owner Name:** Hussein Kader

**Local Agent:** Santiago Barraza

### **Basic Information:**

|                           |                                                              |
|---------------------------|--------------------------------------------------------------|
| Parcel Number:            | 206-00127-0000                                               |
| Assessed Property Value:  | \$82,100.00                                                  |
| Est. Fair Market Value    | \$129,400.00                                                 |
| Occupancy?                | No, Open second floor and ground level Retail Space          |
| Taxes paid?               | No, 2022 has \$ \$2,347.60 owed and 2023 has \$2,572.91 owed |
| Construction in Progress? | Yes, two permits set to expire June 2024                     |

### Neighbor complaints:

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

### Contact with Owner:

- As of October 10<sup>th</sup> 2022 Santiago Barraza stated they are in the process of delivering the parts to install new drywall, flooring, ceilings, and windows this week. If all goes well, the work on these should commence over the next month with priority given to the windows and shoring of the back porch. The water infiltration of the roof has been mitigated with PVC tubing.
- Property Quit Claim Deeded to a Hussein Kader on 2/18/2023 but recorded May 11<sup>th</sup> 2023
- As of May 29<sup>th</sup> 2023 Santiago Barraza stated to PDD he remains the local agent and will be responsible for completing the scope of work required by the Building Inspector and Council by the date of the roofing permit's expiration. He was directed to facilitate an inspection by 6/5/23 and had responded he would be getting the façade permit on 5/31/23.
- As of March 5<sup>th</sup> 2024 Hussein Kader stated to PDD the Rear Roof and Drain Pipe have been finished and permits would be paid within the next day. Will give council update on the 12<sup>th</sup> of March.
- On April 3<sup>rd</sup> 2024 Hussein Kader discussed the next steps with Building Inspector John Lust and stated they are anticipating delivery of hundreds of pieces of ¾ inch subfloor to install, as well as replacement framing. He states they have boarded the rear windows/porch and are still on track to complete the two permit's work by their expiration date and anticipate pulling additional permits for remaining work.
- On April 10<sup>th</sup> 2024 PDD emailed Hussein Kader advising of permit expiration dates, expectation of removal/repair of porch, reconstruction of rear roof, and Raze/Repair status. Stated must contact Building Inspector for inspections and future permits as required.
- On May 2<sup>nd</sup> Hussein Kader called PDD to state they had some items delivered and were planning on completing the current permit work before the end of the month. As of May 8<sup>th</sup> there has not been dialogue between him and John Lust despite PDD advising there should be.

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

- On all respective inspections below the Building Inspector communicated the necessity of repairing the structure and rear roof portion as well as removing the back porch.
- As of December 2022, the majority of the work completed within the last year has been clean-up of the debris inside the building. The work on the rear roof has not really started, with only an attempt to patch up drainage into a pvc drain being performed. There is still water infiltrating the structure from the roof through the basement in this back portion. They have ordered flooring, drywall, and windows to install

in order to seal up the building, though the rear will take having a stable structure before any more weight should go onto it.

- Santiago has been in discussions with the Planning and Development Director though did not show up on Thursday, December 8<sup>th</sup> when he was to discuss potential grants and the general strategy.
- In June 2023 the bricks of the Façade, Chimney, and major exterior wall portions were replaced or shored up. The major external remaining work is the windows and doors- stated to be ordered for installation by early July- and the rear roof. The rear porch is to be removed when the roof is completed.
- PDD called Hussein Kader and was advised front windows would be boarded up on the 20<sup>th</sup> of February. PDD and Building Inspector witnessed this was completed on the 21<sup>st</sup> of February.

#### Inspections:

- April 30 2021 the Building Inspector performed a complete inspection and drafted the progress report.
- July 28 2021 the Building Inspector performed an inspection finding no progress.
- November-December 2021 Planning and Development Director performed exterior inspections.
- On December 31 2021 the Building Inspector executed the special inspection and examined the entirety of the structure.
- A full inspection is scheduled for November 2<sup>nd</sup> 2022 at 10:30 A.M.
- A full inspection took place on November 9<sup>th</sup> at 10:30 AM. The owner's cousin was there to discuss the issues and hear the recommendations of the Building Inspector.
- A full inspection took place on June 5<sup>th</sup> 2023. The work on the façade was observed then and shortly after.
- An informal inspection took place on August 4<sup>th</sup> 2023 by PDD to see progress.
- Building Inspector and PDD inspected on February 7<sup>th</sup> 2024 to document progress.

#### Permits pulled:

- On June 15<sup>th</sup> 2022 a permit was pulled for the installation of the rubber roof for the area of issue on the property, to result in the completion of a water-tight and structurally sound roof.
- Santiago Barraza has stated the remainder of the work on the 12-31-21 report will have a follow up permit pulled, depending on how the roof replacement goes, as this could reveal issues they may not know about yet.
- Original Rear roofing permit pulled 6/15/2022.
- Dumpster Permit approved on 06/08/2023
- Extended Roofing permit pulled 6/15/2023 slated to expire 6/15/2024.- Final extension
- Also pulled a permit for the brickwork set to expire 6/19/2024.
- A Permit would be required for the installation of flooring, windows, and any new construction.

#### Council Motions:

- From 2016-2018 Council motioned to ultimately record a raze order until agreeing to dismiss the raze order in March of 2018. Council had asked for periodic updates including October 2018 and January 2019.
- On December 7<sup>th</sup> 2021 COW instructed staff to do what it takes to get access for an inspection.
- On December 14<sup>th</sup> 2021 Council motioned to issue citations upon witnessing public nuisances.
- On January 11<sup>th</sup> 2022 Council updated their motion to recommend daily citations.
- On June 14, 2022 Council motioned to give 107 W Huron St until the next committee of the whole meeting to pull a permit as well as give a timeline to Common Council.
- On July 5<sup>th</sup> 2022 COW motioned to have the building inspector track the progress completed based off the last building inspection report as of 12/31/2021 at 107 W Huron St and have a written report presented once a month at common council meetings going forwarded.
- On August 9<sup>th</sup> 2022 Council made a motion that the owners report on any progress made to Council at next month's Council meeting. Added keeping open communication with Council is important.
- On February 13<sup>th</sup> 2024 Common Council made a motion for the property owner and local agent to be given until the next Council meeting to complete the recommendations of – hook up floor drains or reframe and reroof rear roof area. – Remove rear porch. – Install windows or install plywood in front façade openings to prevent entry or weather. And -Keep building locked/secured. Also, the permits must

be paid and property owner or local agent must be present to speak to Common Council on March 12th 2024.

Additional Relevant Information:

- Ramon Valez-Aleman sold the property around April 2020 before completing repairs. He had health issues and reached an impasse with fixing the property.
- Ramon Valez-Aleman had expressed interest in buying back the property multiple times between April 2020 and April 2022.
- On April 19th 2022 Green Lake County received a quit claim deed with Israel Barraza as the recipient of 107 W Huron.
- As of May 6<sup>th</sup> 2022, there has not been a permit pulled for the work to be done at this property.
- Permit #22-83-06B pulled on May 15<sup>th</sup> 2022 for Installation of Rubber Roof.
- February 3<sup>rd</sup> 2023 Ramon Valez-Aleman came to City Hall to discuss the potential acquisition of this property.
- On April 3<sup>rd</sup>, Owner conferred with staff that the interior is still being gutted. With weather improving, they are hoping to begin outside work soon. Owner inquired on how to obtain permit for large garbage dumpster.
- Santiago stating progress on gutting interior is going well, the crew has been getting work done. Now that the weather is improving again, they again asked about dumpster permit as they have it scheduled soon.
- Property Quit Claim Deeded to new owner May 11<sup>th</sup> 2023.
- Dumpster Permit Approved 06/08/2023.
- Starting work on the brickwork on the rear; chimney, and some structure in anticipation of rear roof. Sent videos to PDD on 6/15/23.
- As of July 2023 the brickwork is complete. On the 3<sup>rd</sup> Santiago called and sent pictures of the progress, discussing interior demolition was well underway with multiple dumpsters filled, inquired about placement.
- As of September 11<sup>th</sup> 2023, Santiago Barraza called to update on the demolition, now including the basement, as they await the correct window shipment and stage the re-roof. Found need to complete additional mold remediation as they had demolished the second floor.
- On October 2<sup>nd</sup> 2023, Santiago Barraza called to update the window contractor had been switched due to the failure of delivery of services of the previous contractor and these are scheduled to be installed by the end of the month. Also, the re-roofing is also scheduled to take place by the end of the month.
- On November 1<sup>st</sup> 2023 Santiago Barraza called to say there are a couple of local workers slowly doing all they can handle to get the roof replaced. He was of the understanding the windows should have been boarded and permits paid and indicated these would absolutely be done in the next week.
- On the week of November 6-10<sup>th</sup> PDD received calls from the neighbors on both sides with concern about the scaffolding still in front of 107 W Huron and inquired about progress/plans by the owner.
- On November 10<sup>th</sup> 2023 Santiago Barraza called PDD to state there are workers on said date finishing the façade stones in the sign area. After the façade work is completed, if all goes well by the end of the day, the scaffolding would be taken down and moved into the building for the roof work. He is still hopeful the windows will have progress and the roof can be fixed in the near future, did not provide a specific timeline.
- On December 7<sup>th</sup> 2023 Santiago Barraza was called by PDD and states the windows had another incorrect shipment but he guarantees they will be shipped and installed by Christmas weekend. He also states there are still a worker or two slowly staging the roof for that phase to get under way similar to the façade.
- On January 2<sup>nd</sup> 2024 Santiago Barraza called to state the contractor installing the windows asked for flooring to be completed in that vicinity prior to installation. Within the next week, plywood will temporarily cover the openings and the area will be staged with framing and sub-flooring installed to hold the weight of contractors and the items. Then the Windows will be installed. After this the rear roof will be the focal point with plans to have that done around June 2024.

- On the weekends of April 27-28 and May 4-5 it has been observed there has been substantial quantities of plywood, lumber, and other materials delivered. There has also been a dumpster in front of the building, being filled within the second week of May 2024.





107 Parallel Street  
Beaver Dam, WI 53916  
920-356-9447  
Fax 920-356-9454  
kunkelengineering.com

April 29, 2024

Ms. Sara Rutkowski, Administrator  
City of Berlin  
108 Capron Street  
Berlin, Wisconsin 54923

**Re: 2024 Oak Street Extension Project  
Construction Contract Award – Recommendation**

Dear Gentlemen:

Please find accompanying this transmittal the "Bid Tabulation" for the above referenced work bid on April 5, 2024. There were seven (7) bids received for this project, with base bids ranging from \$542,408.78 to \$679,265.75. Of the seven (7) bids received, four (4) of the bids were below the final engineer's cost estimate of \$629,044.00. Don E. Parker Excavating, Inc. of Hortonville, Wisconsin submitted the low base bid (Section A1 + Section A2 + Section B + Allowances) in the amount of \$542,408.78 (read as \$539,908.78). There were also two (2) Alternates that were bid with the project, with Alternate #1 being a unit price for geo-textile fabric for use under the road base, if needed. Alternate #2 was for installing 18" storm sewer from the new Oak Street intersection, west down the south side of Waushara Street to the intersection with Wisconsin, thereby eliminating the existing ditch on the south side of Waushara Street in this area.

**Therefore, based upon our review and analysis of the bids, our experience with the contractor's past work efforts, and discussions with City Staff, we hereby recommend that the City of Berlin award a construction contract to Don E. Park Excavating, Inc. of Hortonville, Wisconsin for the 2024 Oak Street Extension Project in the amount of \$542,408.78.** It is also our recommendation that the City review and discuss the amount of the low bid with their financial consultant prior to making a decision on a contract award, so the City Council understands how this project effects the success of the newly created TID #16.

Should either of you, the City Council or Utility Commission have any questions regarding this transmittal, please feel free to contact me at your earliest convenience.

Sincerely,

**KUNKEL ENGINEERING GROUP**

Don Neitzel  
General Manager

enclosure

cc w/encl: Scott Zabel, DPW Superintendent  
Brian Malnory, Utility Superintendent  
Brian Parker, Don E. Parker Excavating, Inc.

