

COMMITTEE OF THE WHOLE MEETING AGENDA
TUESDAY, MARCH 4, 2025, 7:00 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR
MEETING IS OPEN TO THE PUBLIC AND IS HANDICAPPED ACCESSIBLE
CITY MEETINGS CAN BE WATCHED LIVE OR RECORDED
ON THE CITY OF BERLIN YOUTUBE PAGE @CITYOFBERLIN5623

1. Roll Call
2. Virtual Attendees Seated (if necessary)
3. General Public Comments. Registration card required (located at podium in Council Chambers).
4. Approval of Minutes. RECOMMENDATION: Approve the minutes from the February 4, 2025 Committee of the Whole meeting.
5. Potential developer presentation by PRE/3 regarding a development proposal for multifamily buildings in TID 16. RECOMMENDATION: Listen to PRE/3's presentation with discussion as appropriate in open and closed sessions.
6. Police Department Annual Report review. RECOMMENDATION: Review the Police Department Annual Report being provided for your information.
7. Approval of Paramedic Training Agreement. RECOMMENDATION: Recommend to Common Council to approve the Agreement Between City of Berlin and EMT employees for payment of Paramedic Training tuition.
8. Submit Ambulance Request to Green Lake County. RECOMMENDATION: Recommend to the Common Council to submit a request to Green Lake County for the purchase of an ambulance.
9. Application Process and Permit Form establishment for Child Safety Zones Exception Permit. RECOMMENDATION: Recommend to Common Council to approve the application process and permit form for the Child Safety Zones Exception Permit per Ordinance Section 46-173(9).
10. Review of proposals for Capital Improvement Plan Development
 - a. Proposal by MSA
 - b. Proposal by Robert W. Baird & Co. IncorporatedRECOMMENDATION: Recommend to Common Council to approve a Capital Improvement Plan Development proposal to be paid for with ARPA funds.
11. Emergency Management Director appointment. RECOMMENDATION: Listen to staff presentation.
12. Approval of Dissemination Agent Services Agreement with Robert. W. Baird & Co. Incorporated. RECOMMENDATION: Recommend to Common Council to approve the Dissemination Agent Services Agreement with Robert. W. Baird & Co. Incorporated.
13. Approval of General Accounting Engagement with Robert W. Baird & Co. Incorporated. RECOMMENDATION: Recommend to Common Council to approve the General Accounting Consulting Services Agreement with Robert W. Baird & Co. Incorporated.
14. Review Proposals for Strategic Plan. RECOMMENDATION: Recommend to Common Council to approve a proposal.

15. Approve Resolution #2025-02 Adopting Waushara County Hazard Mitigation Plan.
RECOMMENDATION: Recommend to Common Council to approve Resolution #2025-02 adopting Waushara County Hazard Mitigation Plan.
16. Wheel Tax discussion. RECOMMENDATION: Listen to staff presentation, discussion and action as appropriate.
17. Motion to convene into closed session pursuant to *Wis. Stats. 19.85 (1) (e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.* Potential Development Agreement within TID#16 AND Special Covenant Settlement Agreement with Northern Express Bus Services LLC for property within the Industrial Park
18. Reconvene into open session and action as appropriate from closed session discussion.
19. Adjourn.

Note: In adherence to the City of Berlin Public Meeting Participation Policy, public participation will be allowed under each agenda item at the discretion of the presiding officer, with the exception of the Consent Agenda. Attendees must register their intention to participate on either a general comments section or a specific agenda item prior to the meeting by filling out a Registration Card, which can be obtained from the Internet, City Clerk's office or in the City Hall Council Chambers at the podium. Registration Cards should be turned in prior to the meeting to either the presiding officer or City Clerk.

COMMITTEE OF THE WHOLE MEETING MINUTES
TUESDAY, FEBRUARY 4, 2025, 7:00 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

1. Mayor Bruessel called the meeting to order at 7:00PM
2. Rollcall: Present: Ald. Boeck, Burgess, Nigbor, Przybyl, Stobbe. Absent: Ald. Durtschi.
Staff present: Jessi Balcom, Tim Ludolph, & Debbie Thiel.
Also present: Attorney Matt Chier
3. Virtual Attendees Seated (if necessary) - *None*
4. General Public Comments. Registration card required (located at podium in Council Chambers).-
None
5. Approval of Minutes. RECOMMENDATION: Approve the minutes from the January 7, 2025 regular session and closed session Committee of the Whole meeting.
Aldersperson Burgess made a motion to approve the minutes, Aldersperson Przybyl seconded the motion. Motion carried with a voice vote.
6. Presentation of appreciation plaque to Fire Chief Bob Paugels.
Mayor Bruessel presented Fire Chief Bob Paugels with a plaque thanking him for his years of service.
7. Review Proposals for Legal Services.
 - a. Interview with Dempsey Law
 - b. Interview with Municipal Law & Litigation Group*A representative from each group presented their proposals to the council members.*
8. Review Proposal for Compensation Study. RECOMMENDATION: Recommend to Common Council to approve the proposal by Public Administrative Associates LLC.
Aldersperson Stobbe requested that the city administrator check to see if there are Foreman job descriptions as there are 3 on staff. Aldersperson Stobbe made a motion to approve with Aldersperson Przybyl seconding the motion. Motion carried with a voice vote.
9. Update Regarding Request for Proposals for Comprehensive Plan.
Tim Ludolph, Planning and Development Director made a presentation on this.
10. Review Proposals for Strategic Plan. RECOMMENDATION: Recommend to Common Council to approve a proposal.
After discussion the council would like to have an in-person presentation from both consulting companies who sent in presentations. City administrator Jessi Balcom will set this up.
11. Motion to convene into closed session pursuant to Wis. Stats. 19.85 (1) (c) *Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. AND Wis. Stats. 19.85 (1) (e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Police Union Contract Negotiations.*
And
pursuant to Wis. Stats. 19.85 (1) (e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. Terms and Conditions of To Be Appointed City Attorney Contract made by Aldersperson Burgess to go into closed session pursuant to at 8:07pm. Aldersperson Nigbor seconded the motion. Roll Call: Aldersperson

Stobbe – Aye, Alderperson Boeck – Aye, Alderperson Przybyl – Aye, Alderperson Burgess – Aye, Alderperson Nigbor – Aye, Alderperson Durtschi - Absent

12. Reconvene into open session and action as appropriate from closed session discussion.
Motion to reconvene into open session made by Alderperson Nigbor and seconded by Alderperson Przybyl at 8:27pm. Roll call: Alderperson Boeck – Aye, Alderperson Burgess – Aye, Alderperson Nigbor – Aye, Alderperson Przybyl – Aye, Alderperson Stobbe – Aye. Absent, Alderperson Durtschi.
13. Adjourn.
Motion to adjourn made by Alderperson Burgess with Alderperson Stobbe seconding the motion. Roll Call: Alderperson Boeck – Aye, Alderperson Burgess, Aye, Alderperson Nigbor, Aye, Alderperson Przybyl – Aye, Alderperson Stobbe – Aye. Alderperson Durtschi – Absent. Meeting adjourned at 8:28pm

Respectfully submitted by Debbie Thiel, Deputy Clerk Treasurer

**CITY OF BERLIN
COMMITTEE OF THE WHOLE MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Potential Developer Presentation by PRE/3 regarding development proposal for multifamily building in TID 16.
MEETING DATE: March 4, 2025

BACKGROUND

PRE/3 has approached the City regarding a potential multifamily development within TID #16. The proposal consists of market rate apartments in 4 two-story, 12-unit buildings with attached single car garages.

**CITY OF BERLIN
COMMITTEE OF THE WHOLE MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Police Department Annual Report Review
MEETING DATE: March 4, 2025

BACKGROUND

The Police and Fire Commission reviewed and accepted the enclosed 2024 Berlin Police Department Annual Report at their February 5, 2025 meeting. The report is being provided for your information.

**CITY OF BERLIN
COMMITTEE OF THE WHOLE MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Paramedic Training Agreement
MEETING DATE: March 4, 2025

BACKGROUND

EMS has had a difficult time finding and retaining trained emergency medical staff. In order to continue to provide quality service, Emergency Medical Services Director, Evan Vandenlangenberg, has been looking for opportunities to grow the capabilities of his current, dedicated staff. Attached please find an agreement that would put in place a program that would allow EMS staff to work towards their Paramedic level certification while maintaining full time employment with the City. Should an EMS employee that utilized this agreement leave employment with the City prior to five years after completing the Paramedic training, he/she would be required to pay back a portion of the training costs to the City.

There is an opportunity for two of our A-EMT employees to go to Fox Valley Tech in the near future to complete the Paramedic training while maintaining their fulltime employment with the City.

SUGGESTED MOTION

Motion to recommend to Common Council to approve the Agreement Between City of Berlin and "Student" to allow the City to pay the tuition of Paramedic Interns under the employment of the City. Such employees will be responsible to repay a prorated portion of the tuition paid by the City (as outlined in the agreement) should the employee leave employment with the City prior to five years following the completion of his/her Paramedic Certification.

AGREEMENT BETWEEN CITY OF BERLIN AND STUDENT

WHEREAS STUDENT wishes to pursue a career as a Paramedic; and

NOW, THEREFORE, STUDENT and CITY OF BERLIN agree as follows:

1. STUDENT was hired on DATE, and is currently employed in good standing by CITY OF BERLIN as an Advanced Emergency Medical Technician with the Emergency Medical Services Department.
2. Fox Valley Technical College Paramedic Program shall govern STUDENT's enrollment as a Paramedic Intern.
3. CITY OF BERLIN shall pay the Paramedic Intern's tuition through the Paramedic Program.
4. Classroom portions and Field ride time will be conducted during the normal work shift cycle. Paramedic Clinical time at the hospital will be conducted during the Paramedic Interns' days off and will be unpaid. Travel time between the clinical and the Employee's house shall not be compensated.
5. If the Paramedic Intern chooses to leave the employment with CITY OF BERLIN within 60 months of the completion of the program, the Paramedic Intern agrees to reimburse the CITY OF BERLIN for costs paid for testing, training, and equipment. Those costs are expressed as liquidated damages in the following amounts: 1. Date of hire as a Paramedic 12 months after certification; \$6,300.00. 2. More than 12 months to 24 months after certification; \$5,040.00 3. More than 24 months to 36 months after certification: \$3780.00. More than 36 months to 48 months after certification: \$2520.00. 5. More than 48 months to 60 months after certification: \$1260.00. 6. More than 60 months after certification: No reimbursement required.
6. STUDENT agrees that reimbursement may be withheld from her last paycheck if reimbursement is required under this agreement. It is further agreed that if such a paycheck is insufficient to cover the reimbursement, STUDENT shall enter into a repayment agreement with CITY OF BERLIN.
7. STUDENT is advised that failure to make the required reimbursement may result in CITY OF BERLIN seeking a civil judgment for said amount.

8. The Paramedic Intern will have to reimburse the CITY OF BERLIN if, for any reason, they are unable to pass or are dropped from the program. If the CITY OF BERLIN terminates the Paramedic Intern for any reason, except for a severance based on medical unfitness for duty or a military call-up, they would also need to reimburse the CITY OF BERLIN. The CITY OF BERLIN may also, at its discretion, waive all or part of the reimbursement for any reason it believes to be appropriate.
9. **STUDENT** has reviewed this agreement and is entering into this agreement in full understanding and voluntarily.

EMPLOYEE NAME: STUDENT

STUDENT

Date: _____

CITY OF BERLIN

Date: _____

**CITY OF BERLIN
COMMITTEE OF THE WHOLE MEEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Submit Ambulance Request to Green Lake County
MEETING DATE: March 4, 2025

BACKGROUND

Emergency Medical Service utilizes a 15-year replacement schedule for ambulances, replacing an ambulance every three years. Staff would like to bring a request to replace an ambulance to the County for consideration at this time.

Three quotes were received and are attached for your information. Staff is recommending purchase of an ambulance from LifeLine Emergency Vehicles. LifeLine provided the lowest cost quote and all of the ambulances currently within the fleet are LifeLine vehicles, allowing for consistency in set up, stocking and maintenance.

Evan Vandenlangenberg, EMS Director, has reached out to the County to find out what the process will be for the ambulance request to be considered/funded.

SUGGESTED MOTION

Motion to recommend to the Common Council to approve the submittal of a request to Green Lake County for the purchase of an ambulance.

**CITY OF BERLIN
COMMITTEE OF THE WHOLE MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Application Process and Permit Form establishment for Child safety zones exceptions permit.
MEETING DATE: March 4, 2025

BACKGROUND

Article VI. Section 46-173 (9) of Child safety zones exceptions, states that the Council shall approve a process and permit form for the granting of a permit. The permit process allows a sex offender to petition the Council to grant an exception permit which would allow him/her to not be subject to Sec. 46-172 Child safety zones or some portion of that section of the ordinance.

The City does not currently have a Child Safety Zones Exceptions Permit Form. The proposed form would require the sex offender to provide information about all sexual offenses on his/her conviction record, other criminal history, current and completed treatment programs, and community ties and support systems within the City of Berlin. The form also outlines the permit approval process, which includes review and recommendation by the Police Chief, a public hearing before the Common Council (with notification mailed to all properties within 300 feet of the proposed exception and a Class 2 Notice in the Berlin Journal), Common Council review of the applicable factors for consideration (criteria), and approval/denial by the Common Council by majority vote.

Staff is bringing this to the Council to approve the permit form so that the City has the process and form identified in Section 46-173 (9), should a sex offender wish to apply for such a permit.

SUGGESTED MOTION

Motion to recommend to Common Council to approve the Child Safety Zones Exception Permit Form and the petition process as outlined within the form.

City of Berlin 46-173(9)	City of Berlin Child Safety Zone Exceptions – Permit Form					
Instructions – Return the completed permit form to the City of Berlin Police Department. Attach a copy for each offense: Judgement of Conviction, Criminal Complaint, and Certificate of Treatment (current and/or completed). If the address you are requesting to move to within the City's jurisdiction is a rental property, provide a letter from the landlord showing willingness to rent to you and knowledge that you are a sex offender. YOUR PERMIT WILL NOT BE CONSIDERED UNTIL ALL DOCUMENTATION IS RECEIVED. After consideration by the Chief of Police, you will be notified of the Chief's recommendation. A date and time for a permit hearing before the City of Berlin's Common Council will be provided and could be 30-45 days after submission of the permit form.						
PERMIT REQUESTOR INFORMATION						
NAME (FIRST, MIDDLE, LAST)						
FORMER/MAIDEN NAME/ALIAS						
CURRENT ADDRESS				CITY	STATE	ZIP CODE
TELEPHONE NUMBER			DATE OF BIRTH			
WHAT ADDRESS DO YOU WISH TO MOVE TO?						
IS THE ABOVE ADDRESS RENTAL PROPERTY? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, PROVIDE A LETTER FROM THE LANDLORD WHICH SHOWS WILLINGNESS TO RENT TO YOU AND KNOWLEDGE THAT YOU ARE A REGISTERED SEX OFFENDER. YOUR PERMIT WILL NOT BE CONSIDERED UNTIL YOU PROVIDE SUCH PROOF.						
AGE/RELATIONSHIP OF THOSE WHO YOU LIVE WITH NOW AND THOSE YOU PLAN TO LIVE WITH AT THE ABOVE ADDRESS						
RELATIONSHIP			AGE	LIVE WITH NOW AT CURRENT ADDRESS		PLAN TO LIVE WITH AT ABOVE ADDRESS
				YES	NO	YES
				YES	NO	YES
				YES	NO	YES
				YES	NO	YES
				YES	NO	YES
				YES	NO	YES
SEXUAL OFFENSE(S) LIST EVERY SEXUAL OFFENSE ON YOUR CONVICTION RECORD AND ANSWER THE FOLLOWING QUESTIONS						
<input type="checkbox"/> Additional space needed check box if sheet(s) attached. Be sure to report exact information requested.						
SEXUAL OFFENSE #1		<input type="checkbox"/> ADULT <input type="checkbox"/> JUVENILE		OFFENSE DEGREE (Circle one) 1 st 2 nd 3 rd		
OFFENSE DESCRIPTION						
OFFENSE DATE	CONVICTION DATE	COUNTY	VICTIM'S AGE	SENTENCE	TIME SERVED	
ARE YOU CURRENTLY UNDER SUPERVISION WITH THE DEPARTMENT OF CORRECTIONS FOR THIS OFFENSE? <input type="checkbox"/> YES <input type="checkbox"/> NO						
HOW DO YOU FEEL THE SEXUAL CRIME AFFECTED YOUR VICTIM? (Do not identify victim)						
SEXUAL OFFENSE #2		<input type="checkbox"/> ADULT <input type="checkbox"/> JUVENILE		OFFENSE DEGREE (Circle one) 1 st 2 nd 3 rd		
OFFENSE DESCRIPTION						
OFFENSE DATE	CONVICTION DATE	COUNTY	VICTIM'S AGE	SENTENCE	TIME SERVED	
ARE YOU CURRENTLY UNDER SUPERVISION WITH THE DEPARTMENT OF CORRECTIONS FOR THIS OFFENSE? <input type="checkbox"/> YES <input type="checkbox"/> NO						
HOW DO YOU FEEL THE SEXUAL CRIME AFFECTED YOUR VICTIM? (Do not identify victim)						
SEXUAL OFFENSE #3		<input type="checkbox"/> ADULT <input type="checkbox"/> JUVENILE		OFFENSE DEGREE (Circle one) 1 st 2 nd 3 rd		
OFFENSE DESCRIPTION						
OFFENSE DATE	CONVICTION DATE	COUNTY	VICTIM'S AGE	SENTENCE	TIME SERVED	
ARE YOU CURRENTLY UNDER SUPERVISION WITH THE DEPARTMENT OF CORRECTIONS FOR THIS OFFENSE? <input type="checkbox"/> YES <input type="checkbox"/> NO						
HOW DO YOU FEEL THE SEXUAL CRIME AFFECTED YOUR VICTIM? (Do not identify victim)						

SEXUAL OFFENSE #4		<input type="checkbox"/> ADULT <input type="checkbox"/> JUVENILE		OFFENSE DEGREE (Circle one) 1 st 2 nd 3 rd	
OFFENSE DESCRIPTION					
OFFENSE DATE	CONVICTION DATE	COUNTY	VICTIM'S AGE	SENTENCE	TIME SERVED
ARE YOU CURRENTLY UNDER SUPERVISION WITH THE DEPARTMENT OF CORRECTIONS FOR THIS OFFENSE? <input type="checkbox"/> YES <input type="checkbox"/> NO					
HOW DO YOU FEEL THE SEXUAL CRIME AFFECTED YOUR VICTIM? (Do not identify victim)					
CRIMINAL HISTORY LIST ALL PREVIOUS CRIMINAL CONVICTIONS BELOW: <input type="checkbox"/> Additional space needed, check box if sheet(s) attached					
CRIME	OFFENSE YEAR	LOCATION			
COMPLETED TREATMENT PROGRAM(S) <i>(Confidential portion only available to Council, not to Public)</i>					
LIST THE NAMES OF ANY TREATMENT PROGRAMS YOU HAVE COMPLETED AND ATTACH A DOCUMENT PROVING THAT YOU HAVE COMPLETED THAT TREATMENT PROGRAM, OR ANSWER "NONE" IF YOU HAVE COMPLETED NO PROGRAMS. NOTE: THE COUNCIL WILL PRESUME THAT YOU HAVE NOT COMPLETED A TREATMENT PROGRAM UNLESS YOU PROVIDE DOCUMENTATION WHICH PROVES YOU HAVE COMPLETED THE TREATMENT PROGRAM AND YOUR DEPARTMENT OF CORRECTIONS AGENT SIGNS (BELOW).					
<input type="checkbox"/>	SUBJECT	NAME(S) OF COMPLETED TREATMENT PROGRAM(S)			
<input type="checkbox"/>	SEX OFFENDER				
<input type="checkbox"/>	ANGER				
<input type="checkbox"/>	ALCOHOL				
<input type="checkbox"/>	DRUGS				
DEPARTMENT OF CORRECTIONS AGENT SIGNATURE (Required)					
I HAVE REVIEWED THE INFORMATION COMPLETED BY THE APPLICANT REGARDING THE CRIMINAL HISTORY AND TREATMENT INFORMATION AND BELIEVE THAT IT IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.					
SIGNATURE ➤					
PRINT ➤					DATED ➤
COMMUNITY (TIES) AND SUPPORT					
HAVE YOU LIVED IN THE CITY OF BERLIN BEFORE? YES <input type="checkbox"/> NO <input type="checkbox"/> IF YES, WHAT YEARS?					
IF YES, FORMER BERLIN ADDRESS:					
IDENTIFY BY NAME WHICH OF THE PEOPLE OR GROUPS WILL SUPPORT YOU IF YOU MOVE TO THE CITY OF BERLIN					
<input type="checkbox"/>	NETWORK	NAME(S)			
<input type="checkbox"/>	FAMILY				
<input type="checkbox"/>	WORK				
<input type="checkbox"/>	CHURCH				
<input type="checkbox"/>	FRIENDS				
<input type="checkbox"/>	OTHER SUPPORT				
SIGNATURE					
BY SIGNING BELOW, I HEREBY CERTIFY THAT ALL STATEMENTS MADE ON THIS APPLICATION FORM ARE TRUE AND COMPLETE. I UNDERSTAND THAT ANY OMISSIONS OR UNTRUTHFUL STATEMENTS WILL BE GROUNDS FOR DENIAL OF MY APPLICATION. FURTHERMORE, I AUTHORIZE THE CITY OF BERLIN TO CONDUCT A CRIMINAL BACKGROUND CHECK AND USE ANY INFORMATION OBTAINED THEREFROM AT MY HEARING. I HOLD HARMLESS AND INDEMNIFY THE CITY OF BERLIN, IT'S OFFICERS, AGENTS, AND EMPLOYEES, AND ANY PERSON PROVIDING THE INFORMATION, FROM ANY LIABILITY RELATED TO PERFORMING THE BACKGROUND CHECK.					
SIGNATURE ➤					
PRINT ➤					DATED ➤

RETURN TO	
CITY OF BERLIN POLICE CHIEF 108 N. CAPRON STREET BERLIN, WI 54923 920-361-0444	
CHIEF OF POLICE RECOMMENDATION TO COUNCIL	APPROVE <input type="checkbox"/> DENY <input type="checkbox"/>
PERMIT REQUESTOR NOTIFIED OF CHIEF'S RECOMMENDATION	YES <input type="checkbox"/> NO <input type="checkbox"/>
CHIEF'S SIGNATURE	

Petition for Exception Permit Process

1. A Sex Offender may seek an Exception Permit from this Ordinance by petitioning to the City of Berlin Common Council.
2. The Sex Offender seeking an Exception Permit must notify the City of Berlin Police Chief of intent to petition to the Common Council and complete a Child Safety Zone Exceptions Permit Form. The Common Council shall hold a hearing on the permit request, and may review any pertinent information and accept oral or written statements from any person. The Common Council shall base its decision on factors related to the City's interest in promoting, protecting, and improving the health, safety and welfare of the community. The purpose of the Sex Offender Child Safety Zones, as stated in Article VI. Section 46-170, is "This chapter is a regulatory measure aimed at protecting the health and safety of children in Berlin from the risk that convicted sex offenders may re-offend in locations where children tend to congregate or be regularly present. The city finds and declares that sex offenders are a serious threat to public safety. When convicted sex offenders re-enter society, they are much more likely than any other type of offender to be re-arrested for a new rape or sexual assault. Given the high rate of recidivism for sex offenders and that reducing opportunity and temptation is important to minimizing the risk of re-offense, there is a need to protect children where they congregate or play in public places in addition to the protections afforded by state law near schools, day care centers and others places children frequent. The city finds and declares that in addition to schools and day care centers, children congregate or play at public parks."
3. The Common Council will hold a hearing regarding the requested Child Safety Zone Exception Permit. All properties within 300 feet of the proposed residence (permit location) will be notified of the hearing via mail at least 10 days prior to the hearing and a Class 2 Notice (published on two separate occasions prior to the scheduled hearing) will be placed in the Berlin Journal.
4. Applicable factors for the Common Council's consideration shall include, but are not limited to:
 - a. Nature of the offense that resulted in sex offender status
 - b. Date of offense
 - c. Age at time of offense
 - d. Recommendation of probation or parole officer
 - e. Recommendation of Police Department
 - f. Recommendation of any treating practitioner
 - g. Counseling, treatment and rehabilitation status of sex offender
 - h. Remorse of sex offender
 - i. Duration of time since sex offender's incarceration

- j. Support network of sex offender
 - k. Relationship of sex offender and victim(s)
 - l. Presence or use of force in offense(s)
 - m. Adherence to terms of probation or parole
 - n. Proposals for safety assurances of sex offender
 - o. Conditions to be placed on any exception from the requirements of this Ordinance
5. The Common Council shall decide by majority vote whether to grant or deny an Exception Permit. A permit shall only be granted upon a determination that the permitted activities of the applicant will not lead to a disruption of the stated purpose of the ordinance (see 2. Above). An exception permit may be unconditional or limited to a certain address or time, or subject to other reasonable conditions. The Common Council's decision shall be final for purposes of appeal. A written copy of the decision shall be provided to the Sex Offender.

ARTICLE VI. SEX OFFENDER CHILD SAFETY ZONES

Sec. 46-170. Purpose.

This chapter is a regulatory measure aimed at protecting the health and safety of children in Berlin from the risk that convicted sex offenders may re-offend in locations where children tend to congregate or be regularly present. The city finds and declares that sex offenders are a serious threat to public safety. When convicted sex offenders reenter society, they are much more likely than any other type of offender to be re-arrested for a new rape or sexual assault. Given the high rate of recidivism for sex offenders and that reducing opportunity and temptation is important to minimizing the risk of re-offense, there is a need to protect children where they congregate or play in public places in addition to the protections afforded by state law near schools, day care centers and other places children frequent. The city finds and declares that in addition to schools and day care centers, children congregate or play at public parks.

(Ord. No. 16-08, 11-11-2008)

Sec. 46-171. Definitions.

As used in this chapter and unless the context otherwise requires:

A *sexually violent offense* shall have the meaning as set forth in Wis. Stats. § 980.01(6), as amended from time to time.

A *crime against children* shall mean any of the following offenses set forth within the Wisconsin Statutes, as amended, or the laws of this or any other state or the federal government, having like elements necessary for conviction, respectively:

- Wis. Stats. § 940.225(1) First Degree Sexual Assault;
- Wis. Stats. § 940.225(2) Second Degree Sexual Assault;
- Wis. Stats. § 940.225(3) Third Degree Sexual Assault;
- Wis. Stats. § 940.22(2) Sexual Exploitation by Therapist;
- Wis. Stats. § 940.30 False Imprisonment—Victim was minor and not the offender's child;
- Wis. Stats. § 940.31 Kidnapping—Victim was minor and not the offender's child;
- Wis. Stats. § 944.01 Rape (prior statute);
- Wis. Stats. § 944.06 Incest;
- Wis. Stats. § 944.10 Sexual Intercourse with a Child (prior statute);
- Wis. Stats. § 944.11 Indecent Behavior with a Child (prior statute);
- Wis. Stats. § 944.12 Enticing Child for Immoral Purposes (prior statute);
- Wis. Stats. § 948.02(1) First Degree Sexual Assault of a Child;
- Wis. Stats. § 948.02(2) Second Degree Sexual Assault of a Child;
- Wis. Stats. § 948.025 Engaging in Repeated Acts of Sexual Assault of the Same Child;

Wis. Stats. § 948.05 Sexual Exploitation of a Child;
Wis. Stats. § 948.055 Causing a Child to View or Listen to Sexual Activity;
Wis. Stats. § 948.06 Incest with a Child;
Wis. Stats. § 948.07 Child Enticement;
Wis. Stats. § 948.075 Use of a Computer to Facilitate a Child Sex Crime;
Wis. Stats. § 948.08 Soliciting a Child for Prostitution;
Wis. Stats. § 948.095 Sexual Assault of a Student by School Instructional Staff;
Wis. Stats. § 948.1 1(2)(a) or (am) Exposing Child to Harmful Material—felony sections;
Wis. Stats. § 948.12 Possession of Child Pornography;
Wis. Stats. § 948.13 Convicted Child Sex Offender Working with Children;
Wis. Stats. § 948.30 Abduction of Another's Child;
Wis. Stats. § 971.17 Not Guilty by Reason of Mental Disease—of an included offense; and
Wis. Stats. § 975.06 Sex Crimes Law Commitment.

Person means a person who has been convicted of or has been found delinquent of or has been found not guilty by reason of disease or mental defect of a sexually violent offense and/or a crime against children, or otherwise required to register as a sex offender under Wis. Stats. § 301.45.

Residence means the place where a person sleeps, which may include more than one location, and may be mobile or transitory.

(Ord.No. 16-08, 11-11-2008)

Sec. 46-172. Child safety zones.

No person shall enter or be present upon, or be within 300 feet of the closest point of, any real property upon which there exists any facility used for or which supports a use of:

- (1) A public park, parkway, parkland, park facility;
- (2) A public swimming pool;
- (3) A public library;
- (4) A recreational trail;
- (5) A public playground;
- (6) A school for children;
- (7) Athletic fields used by children;
- (8) A movie theatre;
- (9) A day care center;
- (10) Any specialized school for children, including, but not limited to a gymnastics academy, dance academy or music school;
- (11) A public or private golf course or range;
- (12) Aquatic facilities open to the public;

-
- (13) A church, synagogue, mosque, temple or other house of religious worship (collectively "church"), and
 - (14) Any facility for children (which means a public or private school, a group home, as defined in Wis. Stats. § 48.02 (7), a residential care center for children and youth, as defined in Wis. Stats. § 48.02 (15d), a shelter care facility, as defined in Wis. Stats. § 48.02 (17), a foster home, as defined in Wis. Stats. § 48.02 (6), a treatment foster home, as defined in Wis. Stats. § 48.02 (17q), a day care center licensed under Wis. Stats. § 48.65, a day care program established under Wis. Stats. § 120.13 (14), a day care provider certified under Wis. Stats. § 48.651, or a youth center, as defined in Wis. Stats. § 961.01 (22)).

A map, as amended from time to time, depicting the locations of the real property supporting the above enumerated uses, and the 300 foot restricted areas surrounding thereof, shall be kept on file in the police department for public inspection.

(Ord. No. 16-08, 11-11-2008)

Sec. 46-173. Child safety zones exceptions.

A person does not commit a violation of section 46-172 above and the enumerated uses may allow such person on the property supporting such use, or within the 300-foot restricted area surrounding thereof, if any of the following apply:

- (1) The property supporting an enumerated use under section 46-172 also supports a church lawfully attended by a person as a congregation member and the following conditions apply:
 - a. Entrance and presence upon the property, or within the 300 foot restricted area surrounding thereof, occurs only during hours of worship or other religious program/service as posted to the public; and
 - b. Written advance notice is made from the person to an individual in charge of the church and approval from an individual in charge of the church as designated by the church is made in return, of the attendance by the person; and
 - c. The person shall not participate in any religious education programs which include individuals under the age of 18.
- (2) The property supporting an enumerated use under section 46-172 also supports a use lawfully attended by a person's natural or adopted child(ren), which child's use reasonably requires the attendance of the person as the child's parent upon the property, or within the 300-foot restricted area surrounding thereof, subject to the following conditions:
 - a. Entrance and presence upon the property, or within the 300-foot restricted area surrounding thereof, occurs only during hours of activity related to the use as posted to the public; and
 - b. Written advance notice is made from the person to an individual in charge of the use upon the property and approval from an individual in charge of the use upon the property as designated by the owner of the use upon the property is made in return, of the attendance by the person.
- (3) The property supporting an enumerated use under section 46-172 also supports a polling location in a local, state or federal election, subject to the following conditions:
 - a. The person is eligible to vote;
 - b. The designated polling place for the person is an enumerated use; and
 - c. The person travels directly to and enters the polling place property, proceeds to cast a ballot with whatever usual and customary assistance is provided to any member of the electorate; and the

person vacates the property, and the 300-foot restricted area surrounding thereof, immediately after voting.

- (4) The property supporting an enumerated use under section 46-172 also supports an elementary or secondary school lawfully attended by a person as a student, under which circumstances the person who is a student may enter upon that property, or within the 300-foot restricted area surrounding thereof, supporting the school at which the person is enrolled, as is reasonably required for the educational purposes of the school.
- (5) The person is on property upon which the person's residence is located and that property is located within the 300-foot restricted area surrounding a property supporting an enumerated use under section 46-172, only if:
 - a. The person's residence has continuously been on such property since prior to the adoption of this section; or
 - b. The person's residence is in transitional housing contracted for by the department of corrections pursuant to Wis. Stats. § 301.08 which:
 1. Has continuously been on such property since prior to the adoption of this section; or
 2. Has been specially approved by the common council for placement on such property.
- (6) The person is actually engaged in travel to or from the person's residence excepted under section 46-173(5), only under the following conditions:
 - a. There is no other route upon a city highway available to the person which avoids entering a restricted area under section 46-172; and
 - b. The person does not stop, linger, loiter, wander, stroll, or stand for a period of time, or take any other action, which would be inconsistent with the purpose of continuing the immediate pursuit of travel to or from the person's residence.
- (7) The person is on a city highway while actually engaged in interstate travel, so long as the person does not stop, linger, loiter, wander, stroll, or stand for a period of time, or take any other action, which would be inconsistent with the purpose of continuing the immediate pursuit of such interstate travel.
- (8) The presence of the person is necessitated by an emergency situation in which property or human life are in jeopardy, and the prompt summoning or rendering of aid is essential.
- (9) Under a permit granted by the common council, upon recommendation from the chief of police, or his or her designee. A permit shall only be issued upon a determination that the permitted activities of the person will not likely lead to a disruption of the stated purpose of this article. The chief of police, or his or her designee, shall establish an application process and permit form consistent with this purpose, which process and permit form shall be approved by the common council. The chief of police, or his or her designee, shall have the power to revoke or temporarily suspend a permit issued hereunder if, in his or her opinion, the activities of the permit holder are not in compliance with the terms and conditions of this article or the permit granted, or circumstances have changed from the date of initial permit issuance whereby the permitted activities will constitute an unreasonable safety hazard to the general public or will otherwise lead to a disruption of the stated purpose of this article. Further, any permit granted hereunder may be revoked or temporarily suspended by the chief of police, or his or her designee, if the permit holder commits a crime or violates any other city ordinance as a result of or during the permitted activities hereunder. The decision of the chief of police, or his or her designee, to revoke or suspend a permit hereunder shall be final, subject only to review by the common council under Wis. Stats. Ch. 68.

(Ord. No. 16-08, 11-11-2008; Ord. No. 04-10, 5-11-2010)

Sec. 46-174. Child safety zone violations.

Persons violating this article shall be subject to the general penalty provisions set forth under section 1-16 of the Code of Ordinances.

(Ord. No. 16-08, 11-11-2008)

**CITY OF BERLIN
COMMITTEE OF THE WHOLE MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Review of Proposals for Capital Improvement Plan Development
MEETING DATE: March 4, 2025

BACKGROUND

In late 2024, Interim City Administrator Wessel, solicited proposals for a Capital Improvement Plan from three firms. The City's budget of \$8000 was noted in the request. Two proposals were received, one from MSA and one from Baird. Both submittals stayed within the proposed budget and are included for your review.

Due to the fact that Baird is currently working with the City on debt, TID creation/management and answering financial question, I think it would be best to move forward with their proposal to develop a Capital Improvement Plan for the City. The CIP will be vital to future planning and the budgeting process.

The Council discussed utilizing ARPA funds for development of the Capital Improvement Plan during the 2025 Budget process.

SUGGESTED MOTION

Motion to recommend to Common Council to approve the General Consulting Services Agreement with Robert W. Baird & Co. Incorporated for development of a Capital Improvement Plan for the City of Berlin utilizing ARPA funds.

**CITY OF BERLIN
COMMITTEE OF THE WHOLE MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Discussion of Appointment of Emergency Management Director
MEETING DATE: March 4, 2025

BACKGROUND

Gary Podoll retired from the City of Berlin with 44 years of dedicated service. With Gary's retirement comes the need to appoint an Emergency Management Director. Article V. Section 2-567 of the City's Code of Ordinances states the Emergency Management Director shall be appointed by the Mayor, subject to confirmation by the Common Council.

In order to fill this immediate need and continue to work towards finding a good long-term solution for fulfilling the responsibilities of the Emergency Management Director, I would like to request that the Mayor appoint "The Fire Chief or his/her designee(s)" as the Emergency Management Director.

I have spoken to the Interim Fire Chief and Gary about this suggestion. Among us, it is thought that the Emergency Management Director role is best carried out within the Fire Department. By making the role an assignment of the Fire Chief, he/she will be able to determine which individual or individuals will be best suited to address those responsibilities, whether it be the Chief, officer(s) or other member(s).

In the future the Council may chose to amend the code of ordinances to make the appointment of the Emergency Management Director the responsibility of the Fire Chief, or leave the ordinance in place as is, and simply appoint the Director as suggested above.

This item will go before the Police & Fire Commission on Wednesday, March 5, 2025. Following their recommendation, the appointment will come back to the Common Council at the regular meeting on March 11, 2025.

ARTICLE V. EMERGENCY MANAGEMENT

Sec. 2-566. Definitions.

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

Emergency management means the preparation for and the carrying out of all emergency functions, other than functions for which the military forces are primarily responsible, to minimize and repair injury and damage resulting from disaster caused by an enemy attack, sabotage or other hostile action, or by fire, flood or other natural causes.

(Code 1989, § 5-5-1)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 2-567. Emergency management director.

(a) *Appointment.*

- (1) The emergency management director shall be appointed by the mayor, subject to confirmation of the common council, and shall receive such salary as may be authorized by the common council. He shall take and file an official oath of office.
- (2) Deputy and assistant directors may be appointed by the emergency management director, as may be deemed necessary, and such appointees shall receive such compensation as may be determined by the common council.

(b) *Duties and authority.*

- (1) The emergency management director shall be the executive head of the emergency management organization, and shall have direct responsibility for its organization, administration and operation, subject to the direction and control of the mayor and common council. He shall coordinate all activities for emergency management within the city, maintain liaison and cooperate with emergency management agencies and organizations of other political subdivisions, the state and federal management organizations, and have such additional authority, duties and responsibilities as are authorized by this article and as may be required by the common council from time to time.
- (2) The emergency management director shall prepare a comprehensive general plan for the emergency management of the city, and shall present such plan to the common council for its approval. When the common council has approved the plan by resolution, all municipal agencies and emergency management forces of the city shall perform the duties and functions assigned by the approved plan. The plan may be modified in a like manner.

(Code 1989, § 5-5-3)

Sec. 2-568. Utilization of existing services and facilities.

In preparing and executing the emergency management plan, the emergency management director shall utilize the services, equipment, supplies and facilities of the existing departments and agencies of the city to the maximum extent practicable. When the common council has approved of the plan, it shall be the duty of all municipal agencies and departments of the city to perform the duties and functions assigned by the approved plan.

(Code 1989, § 5-5-4)

Sec. 2-569. Emergency regulations.

Whenever necessary to meet an emergency management emergency for which adequate regulations have been adopted by the common council, the mayor, and in his absence, the emergency management director, may proclaim, promulgate and enforce orders, rules and regulations relating to the conduct of persons and the use of property which are necessary to protect the public peace, health and safety, and preserve lives and property, and to ensure the cooperation in emergency management activities. Such proclamation shall be posted in three separate public places, and such proclamation may be rescinded by resolution of the common council.

(Code 1989, § 5-5-5)

Sec. 2-570. Mutual aid agreements.

The emergency management director, subject to the approval of the common council, may enter into mutual aid agreements with other political subdivisions. Copies of such agreements shall be filed with the state director of emergency management.

(Code 1989, § 5-5-6)

Sec. 2-571. Declarations of emergencies.

- (a) Upon the declaration of a state of emergency by the governor, the mayor, or in his absence, the emergency management director, or by the common council, the emergency management director shall issue all necessary proclamations as to the existence of such state of emergency, and shall issue such disaster warnings or alerts as shall be required in the emergency management plan.
- (b) The emergency management organization shall take action in accordance with the emergency management plan only after the declaration of an emergency and the issuance of official disaster warnings. Such state of emergency shall continue until terminated by the issuing authority, provided that any such declaration not issued by the governor may be terminated at the discretion of the common council.

(Code 1989, § 5-5-7)

Sec. 2-572. Obstruction of emergency management organization.

No person shall willfully obstruct, hinder or delay any member of the emergency management organization in the enforcement of any order, rule, regulation or plan issued pursuant to this article, or violate any order, rule, regulation or plan issued pursuant to the authority set forth in this article. Any person who shall violate any provision of this article shall, upon conviction, be subject to a penalty as provided in section 1-16.

(Code 1989, § 5-5-8)

Secs. 2-573—2-605. Reserved.

**CITY OF BERLIN
COMMITTEE OF THE WHOLE MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Approval of Dissemination Agent Services Agreement and General Accounting – TIF Consulting Engagement with Robert. W. Baird & Co. Incorporated (Baird)
MEETING DATE: March 4, 2025

BACKGROUND

As the City navigates the hurdle of transitioning from one accounting software package to another and works to hire and bring new staff up to speed on the current financial needs of the City, it would be very beneficial to have an experienced firm handling the required TID filings and providing as needed support.

The Dissemination Agent Services Agreement will ensure that required documentation will be provided/filed annually to the MSRB (Municipal Securities Rulemaking Board) regarding the City's debt issuances subject to continuing disclosure.

The General Consulting Services Agreement will allow staff to reach out to Baird throughout the accounting software transition, and for budgeting, capital improvement plan, and debt support and clarifications.

SUGGESTED MOTION

Motion to recommend to Common Council to approve the Dissemination Agent Services Agreement with Robert W. Baird & Co. Incorporated.

And

Motion to recommend to Common Council to approve the General Consulting Services Agreement with Robert W. Baird & Co. Incorporated for general accounting and TIF consulting.

DISSEMINATION AGENT SERVICES AGREEMENT

This Dissemination Agent Services Agreement (the "Agreement") is entered into as of January __, 2025, by and between City of Berlin, Wisconsin (the "Issuer") and Robert W. Baird & Co. Incorporated ("Dissemination Agent" or "Baird"). This Agreement will provide certain continuing disclosure with respect to the Securities (defined below) in accordance with the Rule (defined below).

The services provided under this Agreement solely relate to the execution of instructions received from the Issuer to Baird and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). Baird will not provide any advice or recommendation to the Issuer or anyone on the Issuer's behalf regarding the "issuance of municipal securities" or any "municipal financial product" as defined in the Act and does not owe the Issuer a fiduciary duty and nothing in this Agreement shall be interpreted to the contrary.

The Issuer and the Dissemination Agent covenant and agree as follows with respect to the Securities:

1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meaning assigned in the Rule (as defined below). The capitalized terms shall have the following meanings:

"Annual Report" shall mean an Annual Report described in and consistent with Section 3 of this Agreement.

"Annual Filing Date" means the date, set in Sections 2(a) and 2(e), by which the Annual Report is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as specified in Section 3(a) of this Agreement.

"Audited Financial Statements" means the financial statements (if any) of the Issuer for the prior fiscal year, as specified in Section 3(b) of this Agreement.

"Annual Report Data" shall mean the Issuer's Annual Financial Information, the Audited Financial Statements and the Material Event Notices as may be requested by the Dissemination Agent to compile the Annual Report, and information collected by the Dissemination Agent (such as data from the county auditor).

"Continuing Disclosure Agreement" shall mean that certain agreement or undertaking to provide continuing disclosures executed by the Issuer at the time of issuance of the Securities, pursuant to the Rule or otherwise.

"Disclosure Representative" shall mean the Administrator of the Issuer or his or her designee, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Force Majeure Event" means: (i) acts of God, war, pandemic, terrorist action; (ii) failure or shut-down of the Electronic Municipal Marked Access (EMMA) system maintained by the MSRB; or (iii) to the extent beyond the Dissemination Agent's reasonable control, any other events or acts of any governmental or regulatory authority the effect of which is to prohibit or materially restrict the Dissemination Agent from performance of its obligations under this Agreement.

"Material Events" shall mean any of the material events listed in Section 4(a) of this Agreement.

"MSRB" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC (defined below) to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

"Official Statement" means that Official Statement prepared by the Issuer in connection with the Securities listed on Exhibit A.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the Securities and Exchange Commission or any successor to its functions governing state and municipal securities disclosure.

"Securities" means the Securities listed in the attached Exhibit A.

2. Provision of Annual Reports.

(a) On an annual basis, the Issuer shall provide certain information to be included in the Annual Report to the Dissemination Agent. The Dissemination Agent shall compile and provide to the MSRB the Annual Report Data no later than 270 days after the end of each fiscal year of the Issuer, commencing with the fiscal year ending December 31, 2024 (the "Annual Filing Date") in a format consistent with the Rule.

(b) If the Dissemination Agent has not received a copy of the Annual Report Data fifteen (15) days prior to the Annual Filing Date, the Dissemination Agent shall contact the Issuer to determine the status of information and whether the Issuer will remain in compliance with the Annual Filing Date. Upon such reminder, the Disclosure Representative shall, at least two (2) business days prior to the Annual Filing Date, either: (1) provide the Dissemination Agent with an electronic copy of the Annual Report Data, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Agreement, state the date by which the Annual Report Data for such year will be provided, instruct the Dissemination Agent that a Material Event as described in Section 4(a)(xvi) will have occurred as for the Annual Filing Date and that notice of such Material Event should be sent on the Annual Filing Date to the MSRB.

(c) If Audited Financial Statements of the Issuer are not available prior to the Annual Filing Date, the Issuer shall, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Dissemination Agent for filing with the MSRB.

(d) The Dissemination Agent shall:

- (i) determine the address of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Section 2(a) with the MSRB;
- (iii) upon receipt, promptly file each Audited Financial Statement received

under Section 2(c) with the MSRB;

- (iv) upon receipt, promptly file the notice required pursuant to Section 4(a) in accordance with Sections 4(b) and 4(c); and
- (v) file a report with the Issuer and the Trustee (if applicable) certifying that the Annual Report has been provided pursuant to this Agreement, stating the date it was provided.

The Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Dissemination Agent uses reasonable efforts to make any such filing as soon as reasonably possible.

(e) The Issuer may adjust the Annual Filing Date by providing written notice of such change and the new Annual Filing Date to the Dissemination Agent, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and the new Annual Filing Date shall not exceed one year.

3. Content of Annual Reports. The Annual Report shall include the following:

(a) Annual Financial Information with respect to the Issuer that contains operating data and financial information of the type included in the Official Statement for the Securities.

(b) Audited Financial Statements prepared in accordance with generally accepted accounting principles in effect from time to time in the United States (GAAP) or alternate accounting principles (if disclosed in the Official Statement and audited by an independent accounting firm in accordance with generally accepted accounting standards in effect from time to time in the United States (GAAS) as described in the Official Statement will be included in the Annual Report. Unaudited financial statements, prepared in accordance with GAAP or alternative accounting principles as described in the Official Statement will be included in the Annual Report if Audited Financial Statements are not available on the Annual Filing Date. If Audited Financial Statements are not available on the Filing Date, the Issuer shall comply with this Agreement if unaudited financial statements are filed on the Annual Filing Date stating when the Audited Financial Statements are expected to become available and agreeing to file the Audited Financial Statements as soon as they become available in accordance with Section 2(c) above.

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Issuer has previously filed with the MSRB.

4. Reporting of Material Events.

(a) This Section 4 shall govern the giving of notices of the occurrence of any of the Material Events listed below or in the Issuer's Continuing Disclosure Agreement or in the applicable Resolution, Indenture, Bond Purchase Agreement, Loan Agreement or Lease Agreement:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701- TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (vii) Modifications to rights of Securities holders, if material;
- (viii) Securities calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Securities, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the obligated person;
- (xiii) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (xv) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect Securities holders, if material;
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties; and
- (xvii) Failure to provide Annual Report Data as required.

(b) The Issuer shall promptly notify the Dissemination Agent in writing of the occurrence of any of the Material Events, and such notification must be within ten (10) business days of the occurrence of the event. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (c).

(c) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Material Event, the Dissemination Agent shall file a notice of such occurrence with the MSRB promptly, but within ten (10) business days of the occurrence of the Material Event, to the extent, the Issuer has met the requirements in Section 4(b).

5. Limitations. The services to be provided under this Agreement are subject to the following limitations:

(a) As to the Reporting of Material Events specified in Section 4(a) above, such reporting is limited to filing of a notice for any Material Event that the Issuer reports to the Dissemination Agent. The Dissemination Agent will not review for the occurrence of any Material Event above and takes no responsibility for determining whether a Material Event has occurred or for the timely filing of notice of the occurrence of a Material Event that is not reported to the Dissemination Agent in a timely manner. However, if the Dissemination Agent learns of the occurrence of a possible Material Event, it may inform the Issuer of this occurrence without establishing a duty to inform the Issuer of such occurrences or a duty to investigate whether such Material Event has occurred. The Dissemination Agent will not be required to make any determination with respect to the materiality of a Material Event or whether such event reflects financial difficulties of the Issuer. The Issuer may consult its legal counsel relating to the determination of the occurrence or materiality of a Material Event.

(b) The Dissemination Agent, when filing any Annual Report, will not undertake an investigation or examination into the underlying data provided by the Issuer and that any inaccuracies or incompleteness of that data and any resulting erroneous reports, shall be solely the Issuer's responsibility. The Dissemination Agent makes no representation, warranty or guarantee regarding the accuracy or completeness of the information in the Annual Report, and its assistance in preparing the Annual Report should not be construed as a representation that it has independently verified such information.

(c) The services provided under this Agreement do not include tax, legal or accounting advice with respect to the Securities or in connection with any continuing disclosure filing requirement.

6. Dissemination Agent. The Issuer has engaged the Dissemination Agent to assist it in carrying out its obligations under this Agreement. The Issuer acknowledges and understands that the duties of the Dissemination Agent are solely as provided in this Agreement and are limited to assembling, assisting in the preparation of, and filing the Annual Report.

7. Termination. The obligations of the Issuer and the Dissemination Agent under this Agreement shall terminate with respect to the Securities upon fifteen (15) days written notice of either party to the other party to terminate this Agreement, with or without appointing a successor or Dissemination Agent, or upon the legal defeasance, prior redemption or payment in full of all of the Securities.

8. Fees. For its services hereunder, the Dissemination Agent shall be paid an annual fee of \$1,500 beginning in the fiscal year ending December 31, 2024. In addition, the Issuer shall reimburse the Dissemination Agent for any out of pocket expenses incurred in preparing the Annual Report.

9. Amendment, Waiver. Notwithstanding any other provision of this Agreement, the Issuer and the Dissemination Agent may amend this Agreement, and any provision of this Agreement may be waived, in writing, as agreed to by the parties hereto.

10. Duties, Indemnities, and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Agreement. The Issuer agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct. In addition, to the extent permitted by applicable law, the Issuer shall indemnify, defend and hold Baird and its employees, officers, agents and affiliates harmless from and against any losses claims, damages and liabilities that arise from or otherwise relate to this Agreement, actions taken or omitted in connection herewith, or the transactions and other matters contemplated hereby, except to the extent such losses, claims, damages or liabilities are judicially determined to be the result of Baird's gross negligence or willful misconduct. The obligations of the Issuer under this Section shall survive termination of this Agreement for any reason.

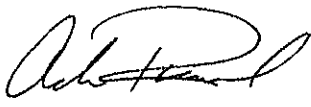
11. Beneficiaries. This Agreement shall inure solely to the benefit of the Issuer and the Dissemination Agent and shall create no rights in any other person or entity.

12. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, BAIRD as Dissemination Agent and City of Berlin, Wisconsin have caused this Agreement to be executed, on the date first written above, by their respective authorized officers.

ROBERT W. BAIRD & CO. INCORPORATED

CITY OF BERLIN

By: 
Mr. Adam Ruechel, Vice President

By: _____
Ms. Jessi Balcom,
City Administrator

EXHIBIT A

ISSUES SUBJECT TO CONTINUING DISCLOSURE

CITY OF BERLIN

ISSUE PAR	ISSUE	DATED DATE	FIRST REPORT DUE	FINAL MATURE DATE	LAST REPORT DUE
\$2,445,000	G.O. Street Improvement Bonds	05/01/2013	09/27/2025	03/01/2033	09/27/2033
\$1,605,000	G.O. Promissory Notes	12/05/2017	09/27/2025	03/01/2026	09/27/2026
\$2,000,000	G.O. Promissory Notes	09/29/2020	09/27/2025	03/01/2030	09/27/2030
\$518,000	G.O. Promissory Notes	03/01/2023	09/27/2025	03/01/2033	09/27/2033
\$2,000,000	G.O. Promissory Notes	03/01/2024	09/27/2025	03/01/2034	09/27/2034

GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this "Agreement") is entered as of this ____ day of January 2025 by and between the City of Berlin ("Client") and Robert W. Baird & Co. Incorporated ("Baird").

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding a general governmental accounting/budgeting and tax incremental financing reporting assistance and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client's decision to retain Baird to provide general governmental accounting/budgeting and tax incremental financing reporting consulting services and Client's execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

Tax Incremental Financing Review and Reporting Assistance

1. Develop economic feasibility analyses of the TIDs evaluating current TID status and forward looking TID analyses including the creation of models to gauge various impacts of future TID development, project costs, tax rates, inflation rates and other factors impacting TIDs.
2. Provide analysis for the evaluation of potential modifications to the existing TIDs
3. Provide analysis for the evaluation of potential project plan amendments
4. Provide analysis on value increment for existing TIDs
5. Verify potential new TIDs meet all legislatively mandated requirements for TID creation
6. Consult and meet with representatives of the Client and others involved with the project
7. Generate a written document detailing and summarizing the various analyses and modeling resulting from the services described above.
8. Assist with TIDs annual report filing with Wisconsin Department of Revenue.

Accounting Review and Analysis and Consideration of Financing Needs

9. A review and analysis of Client's existing financial accounting resources and structure.
10. A review and analysis of Client's budgets and financial projections.
11. An evaluation/development of client's future long-term capital, operational and financial requirements.
12. Assist staff with consideration of possible modifications to client's existing financial resources.
13. Assist staff in preparation of cash flow and other financial analyses.

Additional Services

1. Such other general accounting consulting services as Client may request and Baird shall agree to provide.
2. Educational and informational presentations and material about budgeting generally



II. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

A fee of \$200 per hour of consulting work performed not to exceed 80 hours (\$16,000), payable within 30 days of invoice. Invoice will be delivered upon completion of 40 hours of work and upon the earlier of completion of 80 hours of work or the completion of Scope of Work as outlined above.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

III. Information to Be Furnished to Baird

All information, data, reports, and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

IV. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents, or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

V. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VI. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations, and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.




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

City of Berlin

By: _____

Ms. Jessi Balcom, City Administrator

Robert W. Baird & Co. Incorporated

By:  _____

Mr. Adam Ruechel, Vice President

CC: Mr. Bradley Viegut, Managing Director

**CITY OF BERLIN
COMMITTEE OF THE WHOLE MEEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Review Proposals for Strategic Plan
MEETING DATE: March 4, 2025

BACKGROUND

In February the Common Council heard presentations from both Allyson Burnette of Allyson Burnette Consulting and Cory Poris Plasch of CP2 Consulting for Strategic Plan development services. After the presentations, Council requested a sample finished work product to review and consider prior to determining which firm to engage for Strategic Plan development.

Enclosed please find the requested samples. CP2 Consulting provided documentation from work done for Shorewood Hills and Allyson Burnette Consulting furnished documentation from work done for the City of Ludington.

SUGGESTED MOTION

Motion to recommend to Common Council to approve the Strategic Plan Development services proposal utilizing ARPA funds.

**CITY OF BERLIN
COMMITTEE OF THE WHOLE MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Approve Resolution #2025-02 Adopting Waushara County Hazard Mitigation Plan
MEETING DATE: March 4, 2025

BACKGROUND

Waushara County has requested that the City of Berlin adopt, by Resolution, the County's Hazard Mitigation Plan. Gary Podoll, Emergency Management Director for the City of Berlin (through February 28, 2025) recommends approval by the Common Council.

SUGGESTED MOTION

Motion to recommend to the Common Council to approve Resolution #2025-02 Adopting Waushara County Hazard Mitigation Plan.

RESOLUTION # 2025-02

ADOPTING THE WAUSHARA COUNTY HAZARD MITIGATION PLAN

FISCAL IMPACT: None

WHEREAS, the City of Berlin recognizes the threat that natural hazards pose to people and property; and

WHEREAS, undertaking hazard mitigation actions before disasters occur will reduce the potential for harm to people and property and save taxpayer dollars; and

WHEREAS, an adopted all-hazards mitigation plan is required as a condition of future grant funding for mitigation projects; and

WHEREAS, the City of Berlin participated jointly in the planning update process with Waushara County and the other local units of government within the County to prepare an updated Hazard Mitigation Plan;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Berlin, hereby adopts the Waushara County Hazard Mitigation Plan as an official plan; and

BE IT FURTHER RESOLVED, that the Waushara County Emergency Management Department will submit, on behalf of the City, the adopted Hazard Mitigation Plan to Wisconsin Emergency Management and Federal Emergency Management Agency officials for final review and approval. Minor changes made upon advice from Wisconsin Emergency Management and Federal Emergency Management Agency will not require re-adopting this resolution.

PASSED:_____.

DATE:_____.

Certifying Official

**CITY OF BERLIN
COMMITTEE OF THE WHOLE MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Wheel Tax discussion
MEETING DATE: March 4, 2025

BACKGROUND

Trans 126 MUNICIPAL OR COUNTY VEHICLE REGISTRATION FEE identifies how counties and municipalities may enact a vehicle registration fee to be collected by the Department of Motor Vehicles. The fee is collected on all vehicles customarily kept within the county or municipality (with a gross weight not more than 8,000 pounds) when they are registered each year.

The fee is created by ordinance, and the amount of the fee is set by the municipality. The DMV keeps \$0.17 per registration to cover the administrative costs of collecting the fee. Forty-eight municipalities and thirteen counties have enacted the fee in Wisconsin, many of them neighbors of Berlin.

The City has seen a significant decline in the amount of Transportation Aids received from the State over the past several years. Because transportation aids are based on the amount of money spent, when less money is spent on (able to be budgeted for) transportation, the amount of money given to the municipality for transportation costs by the State decreases.

A Vehicle Registration Fee of \$25 enacted in the City of Berlin is estimated to generate approximately \$119,000 annually, a fee of \$30 would generate approximately \$143,000 annually (assuming 4824 vehicles are customarily kept in the City of Berlin).