

AMENDED COMMON COUNCIL MEETING AGENDA  
TUESDAY, MARCH 11, 2025 AT 7PM  
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR  
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE  
CITY MEETINGS CAN BE WATCHED LIVE OR RECORDED  
ON THE CITY OF BERLIN YOUTUBE PAGE @CITYOFBERLIN5623

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.
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 February 4, 2025 Special Common Council Meeting and the February 11, 2025 Common Council meeting. RECOMMENDATION: Approve the Common Council and Special Common Council meeting minutes.
8. Plan Commission recommendation of Comprehensive Plan request for proposals.  
RECOMMENDATION: Accept the recommendation of the Plan Commission and issue the Comprehensive Plan request for proposals.
9. Ordinance 05-25 An Ordinance Rezoning A Parcel of Land From B-2 and A-1 (split zoning) Districts to A-1 (Agricultural) District City of Berlin. RECOMMENDATION: Approve Ordinance 05-25 to rezone LOT 1 CERTIFIED SURVEY MAP 2668 V13 Parcel # 206-01664-0000, City of Berlin, Green Lake County from B-2 and A-1 to A-1 as recommended by the Plan Commission
10. Ordinance 06-25 An Ordinance Creating RR-1 Rural Residential Zoning District.  
RECOMMENDATION: Approve Ordinance 06-25 to create RR-1 Rural Residential Zoning District as recommended by the Plan Commission.
11. Capital Improvement Plan Development proposal – Approve the General Consulting Services Agreement with Robert. W. Baird & Co. Incorporated. RECOMMENDATION: Approve the General Consulting Services Agreement with Robert. W. Baird & Co. Incorporated for development of a Capital Improvement Plan for the City utilizing ARPA funds.

12. Approve Dissemination Agent Services Agreement with Robert. W. Baird & Co. Incorporated. RECOMMENDATION: Approve the Dissemination Agent Services Agreement with Robert. W. Baird & Co. Incorporated.
13. Approve General Accounting Engagement with Robert. W. Baird & Co. Incorporated. RECOMMENDATION: Approve the General Accounting Engagement Agreement with Robert. W. Baird & Co. Incorporated.
14. Approve Strategic Plan Development proposal from CP2 Consulting. RECOMMENDATION: Approve the Strategic Plan Development services proposal from CP2 Consulting utilizing ARPA funds.
15. Approve Resolution #2025-02 Adopting Waushara County Hazard Mitigation Plan. RECOMMENDATION: Approve Resolution #2025-02 Adopting Waushara County Hazard Mitigation Plan.
16. Approve the Application Process and Permit Form establishment for Child Safety Zone Exception Permit. RECOMMENDATION: Approve the application process and permit form for the Child Safety Zone Exception Permit per Ordinance Section 46-173(9).

END OF CONSENT AGENDA

17. 2025 Standardized Special Assessment Schedule. RECOMMENDATION: Accept the City Engineer's recommendation on the updated 2025 Standard Special Assessment Schedule.
18. Paramedic Training Agreement. RECOMMENDATION: Approve the agreement between the City of Berlin and EMT employees for payment of Paramedic Training Tuition.
19. Submit Ambulance Request to Green Lake County EMS Committee. RECOMMENDATION: Approve submittal of a letter requesting/recommending purchase of an ambulance to the Green Lake County EMS Committee.
20. Mayoral appointment of the Fire Chief or his/her designee(s) to the Emergency Management Director position. RECOMMENDATION: Approve Mayoral appointment.
21. Municipal Vehicle Registration Fee (Wheel Tax) Ordinance. RECOMMENDATION: Listen to staff presentation and determine next steps as appropriate.
22. TID#15 Building Improvement & Façade Improvement Application from Four Reel Sports and More, LLC. RECOMMENDATION: Listen to presentation with discussion and action as appropriate.
23. Update on Creation of TID#17. RECOMMENDATION: Listen to staff presentation.
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. 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.

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.*

**City of Berlin WI**  
**A/P Distribution from 2/01/2025 to 2/28/2025**

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
<b>100-00-11100-000 Treasurers Cash</b>						
	[Parker] Don E Parker Excavating	2/20/2025	022025	3/22/2025	Oake St Extension - TID 16	113,417.51
	[Parker] Don E Parker Excavating	2/25/2025	5355	3/27/2025	Oake St Extension - TID 16	7,876.00
			<b>100-00-11100-000 Treasurers Cash Total</b>			<b>121,293.51</b>
<b>100-00-12100-000 Taxes Receivable</b>						
	[GLCO-02] GREEN LAKE COUNTY TREASURER	2/19/2025	(28)	3/21/2025	2024 JANUARY TAX SETTLEMENT FOR TAX	476,657.47
	[WAUSCO] WAUSHARA COUNTY	2/19/2025	02192025	3/21/2025	February tax settlement for taxes paid	36,800.44
	[BASD] Berlin Area School District	2/19/2025	021925	3/21/2025	2025 FEBRUARY TAX SETTLEMENT FOR TAX	43,482.27
	[GLCO-02] GREEN LAKE COUNTY TREASURER	2/19/2025	021925	3/21/2025	December tax settlement for taxes paid	704,081.35
	[BASD] Berlin Area School District	2/19/2025	021925	3/21/2025	2025 FEBRUARY TAX SETTLEMENT FOR TAX	919,523.63
	[MPTCJ] MORaine PARK TECHNICAL COLLEGE	2/19/2025	021925	3/21/2025	February tax settlement for taxes paid	81,688.82
	[MPTCJ] MORaine PARK TECHNICAL COLLEGE	2/19/2025	021925 (1)	3/21/2025	February tax settlement for taxes paid	3,862.89
	[GLCO-02] GREEN LAKE COUNTY TREASURER	2/21/2025	022125	3/23/2025	Lottery Credit	282.18
			<b>100-00-12100-000 Taxes Receivable Total</b>			<b>2,266,379.05</b>
<b>100-00-51400-170 Employee Benefits Retiree Payout &amp; Insurance</b>						
	[PLANTZ] Plantz, Dennis	2/11/2025	02112025	3/13/2025	January 2025 Health Reimb.	271.68
	[PLANTZ] Plantz, Dennis	2/11/2025	021125	3/13/2025	January 2025 Health Reimb.	271.68
	[PLANTZ] Plantz, Dennis	2/11/2025	021125	3/13/2025	Jan 2025 Health Reimb.	271.68
	[LaBuda] Dave LaBuda	2/28/2025	022825	3/30/2025	February 2025 Health Reimbursement	721.65
			<b>100-00-51400-170 Employee Benefits Retiree Payout &amp; Insurance Total</b>			<b>1,536.69</b>
<b>100-10-51415-340 City Administrator Operating Supplies</b>						
	[El Charros] El Charros	2/26/2025	022625	3/28/2025	Retirement party for Gary Podoll	387.00
	[CONSOL] Convergent Solutions	2/10/2025	57779	3/12/2025	Reset Jessi Balcom's name on phone	74.50
	[TPLLC] Thunder Pyrotechnics LLC	2/04/2025	7032025	3/06/2025	2025 Fireworks	10,000.00
			<b>100-10-51415-340 City Administrator Operating Supplies Total</b>			<b>10,461.50</b>
<b>100-10-51510-210 Independent Auditing Professional Services</b>						
	[HACPA] HAWKINS ASH CPAs	2/13/2025	3222070	3/15/2025	Preparation, review, and processing of TID	2,840.00
			<b>100-10-51510-210 Independent Auditing Professional Services Total</b>			<b>2,840.00</b>
<b>100-10-51530-210 Assessment Professional Services</b>						
	[AAC] Associated Appraisal Consultants	2/01/2025	178516	3/03/2025	February 2025 Service	2,000.00
			<b>100-10-51530-210 Assessment Professional Services Total</b>			<b>2,000.00</b>
<b>100-10-52400-210 Sealer of Weights &amp; Measures Professional Services</b>						
	[AFD] Appleton Finance Department	2/05/2025	16447	3/07/2025	2025 - FEBRUARY - WEIGHTS & MEASURES	575.00
			<b>100-10-52400-210 Sealer of Weights &amp; Measures Professional Services Total</b>			<b>575.00</b>
<b>100-12-51440-120 Elections Wages</b>						
	[1228] Nighbor, Mary R	2/28/2025	02825	3/30/2025	Pay for February Election	140.00
			<b>100-12-51440-120 Elections Wages Total</b>			<b>140.00</b>
<b>100-12-51440-320 Elections Publication Fees</b>						
	[BJN] BERLIN JOURNAL	2/06/2025	188493	3/08/2025	Public Test - Elections	81.00
			<b>100-12-51440-320 Elections Publication Fees Total</b>			<b>81.00</b>

# City of Berlin WI

A/P Distribution from 2/01/2025 to 2/28/2025

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
100-12-51440-340 Elections Operating Supplies						
[106] Kiener, Susan J		2/11/2025	021125	3/13/2025	Mileage - pick up election envelopes from GL	11.65
[Department of Military Affairs ] Department of Military Affairs		2/11/2025	FR-3109-2258	3/13/2025	Rental of Berlin Armory	700.00
			100-12-51440-340 Elections Operating Supplies Total			711.65
100-12-51450-210 Central Duplicating Professional Services						
[MOUNTAINEER] MOUNTAINEER COMPUTER SYSTEMS, INC.		2/13/2025	28748	3/15/2025	Assistance with W2 corrections, beginning	646.25
[MOUNTAINEER] MOUNTAINEER COMPUTER SYSTEMS, INC.		2/09/2025	28775	3/11/2025	Assistance with W2 & 1099 Processing,	3,113.75
			100-12-51450-210 Central Duplicating Professional Services Total			3,760.00
100-12-51450-221 Central Duplicating Phone/Data						
[BRIGHT] Brightspeed		2/09/2025	301579974 (1)	3/11/2025	service 02/9-3/8/25	446.92
[CENTLINK] Centurylink		2/01/2025	696299073 (1)	3/03/2025	July Lumen	5.33
			100-12-51450-221 Central Duplicating Phone/Data Total			452.25
100-12-51450-340 Central Duplicating Operating Supplies						
[GFCOM] Gordon Flesch		2/11/2025	15023470	3/13/2025	Misc. Charges - \$553.00	702.06
[GFCOM] Gordon Flesch		2/26/2025	15045355	3/28/2025	Base-\$19.00	19.73
[GFCOM] Gordon Flesch		2/01/2025	5023469	3/03/2025		238.39
			100-12-51450-340 Central Duplicating Operating Supplies Total			960.18
100-12-51450-400 Central Duplicating Computer Software & Hardware						
[Corp net ] Corporate Network Solutions, Inc		2/19/2025	78410	3/21/2025	Contract Support Block	13,500.00
[Corp net ] Corporate Network Solutions, Inc		2/21/2025	78483	3/23/2025	Remote Desktop Support -	50.00
			100-12-51450-400 Central Duplicating Computer Software & Hardware Total			13,550.00
100-20-46211-000 Police Warrant Processing Fee						
[Jasmin] Jasmin Litton		2/19/2025	013125 (1)	3/21/2025	Witness Fee	5.00
[01-00002113-02-8] OBRIST, LISA		2/19/2025	021925	3/21/2025	Witness Fees	6.00
			100-20-46211-000 Police Warrant Processing Fee Total			11.00
100-20-52100-190 Police Department Personnel Services						
[APS] Advantage Police Supply		2/16/2025	25-0064	3/18/2025	Dylan Saylor - uniforms	248.00
			100-20-52100-190 Police Department Personnel Services Total			248.00
100-20-52100-210 Police Department Professional Services						
[MUZA] MUZA LAW, LLC		2/14/2025	110	3/16/2025	City of Berlin V Zander Beck	425.00
[vonBRIESEN & ROPER, s.c.] vonBRIESEN & ROPER, s.c.		2/18/2025	484765	3/20/2025	2025 Police Negotiations	3,909.90
			100-20-52100-210 Police Department Professional Services Total			4,334.90
100-20-52100-401 Police Department Computer Maintenance Agreement						
[Corp net ] Corporate Network Solutions, Inc		2/21/2025	78485	3/23/2025	Remote Desktop Support -	50.00
			100-20-52100-401 Police Department Computer Maintenance Agreement Total			50.00
100-22-52200-390 Fire Department Miscellaneous						
[BELLA BY DESIGN] BELLA BY DESIGN		2/10/2025	021025	3/12/2025	Plaques for Fire Department	420.00
			100-22-52200-390 Fire Department Miscellaneous Total			420.00
100-30-51600-290 Municipal Building Other Contractual Services						
[KBMBL] Kelly, Brand, Muza, Brand & Lim Attorneys at Law		2/04/2025	99	3/06/2025	City of Berlin V, Weston R. Sawallish	425.00
			100-30-51600-290 Municipal Building Other Contractual Services Total			425.00

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Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
<b>100-30-51600-340 Municipal Building Operating Supplies</b>						
[BJN] BERLIN JOURNAL		2/06/2025	188492	3/08/2025	Special Councils	313.00
[BJN] BERLIN JOURNAL		2/06/2025	188494	3/08/2025	Joint review Board Meeting	333.00
[BJN] BERLIN JOURNAL		2/06/2025	188495	3/08/2025	Board of Appeals	257.00
[BJN] BERLIN JOURNAL		2/11/2025	188590	3/13/2025	Deputy Clerk Ad	210.00
[BJN] BERLIN JOURNAL		2/13/2025	188718	3/15/2025	Plan commission meeting	225.00
[BJN] BERLIN JOURNAL		2/20/2025	189025	3/22/2025	Ordinance 03-25	97.00
[BJN] BERLIN JOURNAL		2/20/2025	189026	3/22/2025	Ordinance 04-25	65.00
[BJN] BERLIN JOURNAL		2/20/2025	189027	3/22/2025	Ordinance 01-25	65.00
[BJN] BERLIN JOURNAL		2/20/2025	189028	3/22/2025	Ordinance 02-25	65.00
[BJN] BERLIN JOURNAL		2/20/2025	189029	3/22/2025	Council meeting minutes	817.00
					<b>100-30-51600-340 Municipal Building Operating Supplies Total</b>	<b>2,467.00</b>
<b>100-30-51610-290 Buildings &amp; Grounds Other Contractual Services</b>						
[BREWER] Brewer Heating & Cooling		2/07/2025	159292	3/09/2025	Service Call	252.58
					<b>100-30-51610-290 Buildings &amp; Grounds Other Contractual Services Total</b>	<b>252.58</b>
<b>100-30-53311-210 Public Works General Streets Professional Services</b>						
[ITUAB] ITU ABSORBTech, INC.		2/18/2025	8489268	3/20/2025	Shop	76.93
					<b>100-30-53311-210 Public Works General Streets Professional Services Total</b>	<b>76.93</b>
<b>100-30-53311-310 Public Works General Streets Office Supplies</b>						
[COMOFF] Complete Office of Wisconsin		2/13/2025	870464	3/15/2025	Toner	150.96
					<b>100-30-53311-310 Public Works General Streets Office Supplies Total</b>	<b>150.96</b>
<b>100-30-53311-340 Public Works General Streets Operating Supplies</b>						
[CUMMINS] CUMMINS SALES AND SERVICE		2/03/2025	15623	3/05/2025	Hyd Hoses	694.74
[ED'S TRACTOR REPAIR, LLC] ED'S TRACTOR REPAIR, LLC		2/03/2025	15623	3/05/2025	Hyd. Hose	694.74
[POMPS] Pomp's Tire Service, Inc.		2/20/2025	270123762	3/22/2025	Tire Repair	524.50
[MODRENT] MODERN RENTALS, INC		2/07/2025	327188	3/09/2025	Chainsaw Parts	82.99
[ALCIVIA] Alcivia		2/06/2025	4067	3/08/2025	Fuel	625.00
[ALCIVIA] Alcivia		2/18/2025	4089	3/20/2025	Fuel	702.35
					<b>100-30-53311-340 Public Works General Streets Operating Supplies Total</b>	<b>3,324.32</b>
<b>100-30-53620-290 Garbage &amp; Refuse Other Contractual Services</b>						
[WWM] WASTE MANAGEMENT		2/03/2025	022825	3/05/2025	January 2025 Service	20,319.09
					<b>100-30-53620-290 Garbage &amp; Refuse Other Contractual Services Total</b>	<b>20,319.09</b>
<b>100-30-53635-290 Recycling Other Contractual Services</b>						
[WWM] WASTE MANAGEMENT		2/03/2025	022825	3/05/2025	January 2025 Service	12,420.20
					<b>100-30-53635-290 Recycling Other Contractual Services Total</b>	<b>12,420.20</b>
<b>100-30-55420-220 Swimming Pool Utilities</b>						
[CHCOMM - POOL] Charter Communication		2/06/2025	171718801010725	3/08/2025	Pool 1/13-2/12/2025	168.98
					<b>100-30-55420-220 Swimming Pool Utilities Total</b>	<b>168.98</b>
<b>100-30-55420-340 Swimming Pool Operating Supplies</b>						
[ASCAP] Ascap		2/20/2025	590638628 (1)	3/22/2025	Annual License	11.45
					<b>100-30-55420-340 Swimming Pool Operating Supplies Total</b>	<b>11.45</b>

**City of Berlin WI**  
A/P Distribution from 2/01/2025 to 2/28/2025

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
100-40-54600-221 Senior Center Phone/Data	[BRIGHT] Brightspeed	2/09/2025	301579974 (1)	3/11/2025	service 02/9-3/8/25	26.51
			100-40-54600-221 Senior Center Phone/Data Total			<u>26.51</u>
100-50-55110-221 Library Phone/Data	[BRIGHT] Brightspeed	2/09/2025	301579974 (1)	3/11/2025	service 02/9-3/8/25	83.42
			100-50-55110-221 Library Phone/Data Total			<u>83.42</u>
100-50-55110-290 Library Other Contractual Services	[GFCOM] Gordon Flesch	2/11/2025	15029463	3/13/2025	Images over base amount	126.90
	[01-00002113-02-8] OBRIST, LISA	2/09/2025	2025-01	3/11/2025	Cleaning	592.50
	[Unique] Unique Management Services, Inc.	2/01/2025	6135698	3/03/2025	Cumulative Recovery	81.55
			100-50-55110-290 Library Other Contractual Services Total			<u>800.95</u>
100-60-56700-310 Economic Development Office Supplies	[116] LUDOLPH, TIMOTHY	2/11/2025	021125	3/13/2025	Postage	41.00
			100-60-56700-310 Economic Development Office Supplies Total			<u>41.00</u>
100-60-56700-838 Economic Development Housing Rebate Incentive	[G. Decker] Decker, Gordon	2/20/2025	022025	3/22/2025	294 Jasmine - #24 - Hunter's Pond	5,000.00
			100-60-56700-838 Economic Development Housing Rebate Incentive Total			<u>5,000.00</u>
200-00-51400-210 ARPA Fund Professional Services	[Public Administration Associates, LLC] Public Administration	2/18/2025	C-12-25	3/20/2025	Staffing classification and compensation plan	6,300.00
			200-00-51400-210 ARPA Fund Professional Services Total			<u>6,300.00</u>
300-00-58100-100 Principle Payment	[ASSOCBNK] Associated Bank	2/21/2025	022125	3/23/2025	2024 - 2017 Bond Principal	722,000.00
			300-00-58100-100 Principle Payment Total			<u>722,000.00</u>
315-00-56600-390 Miscellaneous	[JT Recharge LLC] JT Recharge LLC	2/04/2025	020425	3/06/2025	TID Building Improvement	3,500.00
	[Fungi Fusion] Fungi Fusion	2/14/2025	02142025	2/14/2025	TID Grant (Payment 2)	2,060.88
			315-00-56600-390 Miscellaneous Total			<u>5,560.88</u>
400-30-57332-820 State Highway Outlay (Broadway/Huron)	[WIDOT-Huron] Wisconsin Department of Transportation	2/03/2025	395-0000376656 (1)	3/05/2025	395-0000383688	3,308.94
			400-30-57332-820 State Highway Outlay (Broadway/Huron) Total			<u>3,308.94</u>
400-30-58291-820 Issuance Cost - Local Road Projects	[KEG] KUNKEL ENGINEERING GROUP	2/19/2025	021925	3/21/2025	Oak St Extension	113,417.51
			400-30-58291-820 Issuance Cost - Local Road Projects Total			<u>113,417.51</u>
600-00-52300-220 Utilities	[BH20] Berlin Water & Sewer Department	2/03/2025	020325	3/05/2025	169 Ripon Rd Water Bill 2/3/2025	152.49
	[Princeton] Princeton Utilities	2/20/2025	022025	3/22/2025	12/16/2024-01/15/2025	65.81
			600-00-52300-220 Utilities Total			<u>218.30</u>
600-00-52300-290 Other Contractual Services	[CVK] Cvikota MBS	2/05/2025	019-02012025-2911	3/07/2025	April Berlin & Princeton Collections	4,025.04
	[United Health] United Health Care Dual Complete	2/20/2025	022025	3/22/2025	insurance paid again after a correction	266.65
	[Margaret] Margaret Grace Schultz	2/20/2025	022025	3/22/2025	Patient made over payment in error	746.74

**City of Berlin WI**  
**A/P Distribution from 2/01/2025 to 2/28/2025**

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
600-00-52300-345 Property Services - Vehicles	[Alice Janes] Alice Janes	2/20/2025	022025	3/22/2025	Patient overpaid in error	300.00
	[United Health] United Health Care Dual Complete	2/20/2025	022025	3/22/2025	Veterans Administration paid in full - James	627.64
	[James Wraga] James Wraga	2/20/2025	022025	3/22/2025	Veterans Administration paid in full	250.00
	[Humana] Humana	2/20/2025	022025	3/22/2025	Humana over paid after correction - Richard	506.78
	[United Health] United Health Care Dual Complete	2/20/2025	022025	3/22/2025	Insurance paid again after a correction - Joe	222.58
	[Network Health ] Network Health	2/20/2025	022025	3/22/2025	Insurance paid again after a correction - Kevin	278.64
	[Humana] Humana	2/20/2025	022025	3/22/2025	Veterans Administration paid in full - Glenn	334.77
	[Mary Ramsauer] Mary Ramsauer	2/20/2025	022025	3/22/2025	Patient made over payment in error	145.00
	[Barbara Priske] Barbara Priske	2/20/2025	022025	3/22/2025	Patient made over payment in error	100.00
	[Tricare] Tricare For Life	2/20/2025	022025	3/22/2025	Veterans Administration paid in full - Robert	153.75
	[Network Health ] Network Health	2/20/2025	022025	3/22/2025	Insurance paid again after a correction -	278.64
					<b>600-00-52300-290 Other Contractual Services Total</b>	<b>8,236.23</b>
	[RENNERT'S] RENNERT'S FIRE EQUIP SERVICE	2/03/2025	3587	3/05/2025	Unit #91	767.98
	[RENNERT'S] RENNERT'S FIRE EQUIP SERVICE	2/03/2025	3526	3/05/2025	Unit #92	939.37
	[RENNERT'S] RENNERT'S FIRE EQUIP SERVICE	2/07/2025	3681	3/09/2025	Med 1 Service	1,077.16
600-00-52300-380 Equipment & Structures	[RENNERT'S] RENNERT'S FIRE EQUIP SERVICE	2/14/2025	3695	3/16/2025	Unit 79 Repair	9,932.01
					<b>600-00-52300-345 Property Services - Vehicles Total</b>	<b>12,716.52</b>
601-00-21520-000 V/D/ACC Ins	[Moriarty] Moriarty Refrigeration	2/11/2025	8945	3/13/2025	Refrigerator	869.00
					<b>600-00-52300-380 Equipment &amp; Structures Total</b>	<b>869.00</b>
601-00-53610-843 Phosphorus Removal Chemical	[BCT1015] Berlin City Treasurer 1015	2/28/2025	2/28/25	3/30/2025	EMPLOYEE BENEFITS FOR FEBRUARY	108.03
					<b>601-00-21520-000 V/D/ACC Ins</b>	<b>108.03</b>
601-00-53610-843 Phosphorus Removal Chemical	[MART] MARTELLE WATER TREATMENT	2/03/2025	28703	3/05/2025	LIQUID ALUMINUM SULFATE	5,720.16
	[NCL] NORTH CENTRAL LABORATORIES	2/12/2025	515771	3/14/2025	PHOSPHATE STANDARD	506.48
					<b>601-00-53610-843 Phosphorus Removal Chemical Total</b>	<b>6,226.64</b>
601-00-53610-845 OTHER SUPPLY-OPERATION EXPENSE	[CIN] CINTAS	2/06/2025	4220279388	3/08/2025	MOP & PARTS/MATS	80.35
	[MODRENT] MODERN RENTALS, INC	2/01/2025	IN22344	3/03/2025	1 MP579313 CABLE	5.92
	[GFL] GFL Solid Waste	2/20/2025	U40000108332	3/22/2025	STANDARD TRASH/RECYCLE SERVICE FOR	177.95
601-00-53611-801 CONTR SERV-MINT EXP-SR COL SYST					<b>601-00-53610-845 OTHER SUPPLY-OPERATION EXPENSE Total</b>	<b>264.22</b>
	[DON E PARKER] DON E. PARKER EXCAVATING, INC.	2/04/2025	2/4/2025	3/06/2025	2024 OAK STREET EXTENSION	77,126.10
					<b>601-00-53611-801 CONTR SERV-MINT EXP-SR COL SYST Total</b>	<b>77,126.10</b>
601-00-53611-881 MATERIALS-MAINT EXP-SR COL SYS						
	[01-00005119-00-5] SCHUMANN, WILLIAM & SHEILA	2/06/2025	2/6/25	3/08/2025	REIMBURSEMENT FROM PLUGGED SEWER	2,033.00
					<b>601-00-53611-881 MATERIALS-MAINT EXP-SR COL SYS Total</b>	<b>2,033.00</b>

**City of Berlin WI**  
**A/P Distribution from 2/01/2025 to 2/28/2025**

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
601-00-53611-882 MATERIALS-MAINT EXP-C SY PU EQ [SHLLC] SUPPLY HOUSE LLC		2/04/2025	25334474 601-00-53611-882 MATERIALS-MAINT EXP-C SY PU EQ Total	3/06/2025	1-1/4" BTU CAPACITY BRONZE RELIEF VALVE	321.71 <u>321.71</u>
601-00-53612-824 Supply Exp-Cust Accts Meters [USPSU010] US POSTAL OFFICE- POST MASTER		2/03/2025	2/3/25 601-00-53612-824 Supply Exp-Cust Accts Meters Total	3/05/2025	FEBRUARY 2025 MONTHLY BILLING	459.00 <u>459.00</u>
601-00-53613-742 EMPL PENS & BENEFITS HEALTH IN [BCT1015] Berlin City Treasurer 1015		2/28/2025	2/28/25 601-00-53613-742 EMPL PENS & BENEFITS HEALTH IN Total	3/30/2025	EMPLOYEE BENEFITS FOR FEBRUARY	6,908.85 <u>6,908.85</u>
601-00-53613-745 EMPL PENS & BENEFITS LIFE INS [BCT1015] Berlin City Treasurer 1015		2/28/2025	2/28/25 601-00-53613-745 EMPL PENS & BENEFITS LIFE INS Total	3/30/2025	EMPLOYEE BENEFITS FOR FEBRUARY	47.27 <u>8.40</u>
601-00-53613-816 Outside Serv Empl(testing) [MOUNTAINEER] MOUNTAINEER COMPUTER SYSTEMS, INC.		2/13/2025	28748 601-00-53613-816 Outside Serv Empl(testing) Total	3/15/2025	AGING REPORT, BEG. BALANCES & BUDGET,	323.12 <u>323.12</u>
601-00-53613-821 Office Supplies & Exp [BJN] BERLIN JOURNAL		2/18/2025	188847	3/20/2025	LATE PENALTIES AD	35.00
	[BRIGHT] Brightspeed	2/09/2025	2/9/25 601-00-53613-821 Office Supplies & Exp Total	3/11/2025	LOCAL SERVICES FROM 2/9 TO 3/8/2025	34.02 <u>69.02</u>
601-00-57000-007 CAPITAL-PROJECTS [STR] STRAND ASSOCIATES, INC		2/11/2025	0220801 601-00-57000-007 CAPITAL-PROJECTS Total	3/13/2025	PROFESSIONAL SERVICES- STRAND JAN 1 -	12,200.00 <u>12,200.00</u>
602-00-26103-000 Overpayments [01-00012099-56-1] GROSKREUTZ, DONALD		2/28/2025		3/15/2025	OVERPAYMENT on final bill	99.56
	[110901] KRAUSE, BARB	2/28/2025		3/15/2025	OVERPAYMENT on final bill	3.65 <u>103.21</u>
602-00-48900-000 MISC NON-OPERATING INCOME [BCT1015] Berlin City Treasurer 1015		2/28/2025	2/28/25 602-00-48900-000 MISC NON-OPERATING INCOME Total	3/30/2025	EMPLOYEE BENEFITS FOR FEBRUARY	32.12 <u>32.12</u>
602-00-53612-824 Supply Exp-Cust Accts Meters [USPSU010] US POSTAL OFFICE- POST MASTER		2/03/2025	2/3/25 602-00-53612-824 Supply Exp-Cust Accts Meters Total	3/05/2025	FEBRUARY 2025 MONTHLY BILLING	459.00 <u>459.00</u>
602-00-53613-742 EMPL PENS & BENEFITS HEALTH IN [BCT1015] Berlin City Treasurer 1015		2/28/2025	2/28/25 602-00-53613-742 EMPL PENS & BENEFITS HEALTH IN Total	3/30/2025	EMPLOYEE BENEFITS FOR FEBRUARY	6,908.85 <u>6,908.85</u>
602-00-53613-745 EMPL PENS & BENEFITS LIFE INS [BCT1015] Berlin City Treasurer 1015		2/28/2025	2/28/25 602-00-53613-745 EMPL PENS & BENEFITS LIFE INS Total	3/30/2025	EMPLOYEE BENEFITS FOR FEBRUARY	8.40 <u>47.27</u>
		2/28/2025		3/30/2025	EMPLOYEE BENEFITS FOR FEBRUARY	55.67 <u>55.67</u>

**City of Berlin WI**  
**A/P Distribution from 2/01/2025 to 2/28/2025**

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
602-00-53613-816 Outside Serv Empl(testing) [MOUNTAINEER] MOUNTAINEER COMPUTER SYSTEMS, INC.		2/13/2025	28748 602-00-53613-816 Outside Serv Empl(testing) Total	3/15/2025	AGING REPORT, BEG. BALANCES & BUDGET,	323.13 323.13
602-00-53613-821 Office Supplies & Exp [BJN] BERLIN JOURNAL [BRIGHT] Brightspeed		2/18/2025 2/09/2025	188847 2/9/25 602-00-53613-821 Office Supplies & Exp Total	3/20/2025 3/11/2025	LATE PENALTIES AD LOCAL SERVICES FROM 2/9 TO 3/8/2025	35.00 34.03 69.03
602-00-53703-850 SUPPLY/EXP-WATER TMT-OPER [FERGUSON] FERGUSON WATERWORKS		2/14/2025	0438600 602-00-53703-850 SUPPLY/EXP-WATER TMT-OPER Total	3/16/2025	8 X 12 ALL SS REP CLAMP	663.30 663.30
602-00-53704-811 CONTR SERV-MAINT OF MAINS [DON E PARKER] DON E. PARKER EXCAVATING, INC.		2/04/2025	2/4/2025 602-00-53704-811 CONTR SERV-MAINT OF MAINS Total	3/06/2025	2024 OAK STREET EXTENSION	54,000.00 54,000.00
602-00-53704-812 CONTR SERV-Maint of Services [DON E PARKER] DON E. PARKER EXCAVATING, INC.		2/04/2025	2/4/2025 602-00-53704-812 CONTR SERV-Maint of Services Total	3/06/2025	2024 OAK STREET EXTENSION	33,000.00 33,000.00
602-00-53704-851 SUPPLY/EXP-TRANS DIST SYS-OPER [GIN] CINTAS [MODRENT] MODERN RENTALS, INC [GFL] GFL Solid Waste		2/06/2025 2/01/2025 2/20/2025	4220279388 IN22344 U4000010832 602-00-53704-851 SUPPLY/EXP-TRANS DIST SYS-OPER Total	3/08/2025 3/03/2025 3/22/2025	MOP & PARTS/MATS 1 MP579313 CABLE STANDARD TRASH/RECYCLE SERVICE FOR	80.34 5.92 177.95 264.21
602-00-53704-889 MATERIALS-MAINT DISTR RESERVOR [COM MIN] COMPASS MINERALS AMERICA INC		2/10/2025	1454832 602-00-53704-889 MATERIALS-MAINT DISTR RESERVOR Total	3/12/2025	COARSE SOLAR SALT- BULK	5,788.23 5,788.23
602-00-53704-890 MATERIALS-MAINT OF MAINS [FERGUSON] FERGUSON WATERWORKS		2/18/2025	0438683 602-00-53704-890 MATERIALS-MAINT OF MAINS Total	3/20/2025	LEAK DET	700.00 700.00
602-00-53704-891 MATERIALS-MAINT OF SERVICES [GAUGETEC] GAUGETEC, LLC		2/21/2025	4308 602-00-53704-891 MATERIALS-MAINT OF SERVICES Total	3/23/2025	MID-WEST 845-5 VALVE TEST KIT	900.00 900.00
602-00-53704-893 MATERIALS-MAINT HYDRANTS [DON E PARKER] DON E. PARKER EXCAVATING, INC.		2/04/2025	2/4/2025 602-00-53704-893 MATERIALS-MAINT HYDRANTS Total	3/06/2025	2024 OAK STREET EXTENSION	13,000.00 13,000.00
700-00-51490-131 Health Insurance [LaBuda] Dave LaBuda		2/28/2025	02825 700-00-51490-131 Health Insurance Total	3/30/2025	Retiree Health Insurance	721.65 721.65
700-00-51490-133 Life Insurance 2 [SFG] SECURIAN FINANCIAL GROUP		2/28/2025	022825 700-00-51490-133 Life Insurance 2 Total	3/30/2025	Feb & March	2,229.47 2,229.47
700-00-51490-210 Professional Services [CONCENTRA] CONCENTRA MED COMPLIANCE ADMIN		2/01/2025	18041863	3/03/2025	Administrative Fee Annual Fee	125.00

City of Berlin WI  
A/P Distribution from 2/01/2025 to 2/28/2025

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
[TASC] TASC		2/02/2025	IN3330574 (1)	3/04/2025	Cobra Administration Fee 12/1-12/31/2024	100.00
			700-00-51490-210 Professional Services Total			225.00
					Report Total	3,573,538.74

CITY OF BERLIN  
PAYROLL FOR FEBRUARY - 2025  
Net Payroll

PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	AMBULANCE	UTILITY
2/14/2025	4	General City	54,131.42		
2/14/2025	4	Ambulance		39464.24	
2/14/2025	4	Utility			12,219.68
2/28/2025	5	General City	64,181.80		
2/28/2025	5	Ambulance		40179.41	
2/28/2025	5	Utility			13,958.30
TOTAL MONTHLY PAYROLL			\$118,313.22	\$79,643.65	\$26,177.98

SPECIAL COMMON COUNCIL MEETING MINUTES  
TUESDAY, FEBRUARY 4, 2025  
IMMEDIATELY FOLLOWING 7PM COMMITTEE OF THE WHOLE MEETING  
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR  
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE  
CITY MEETINGS CAN BE WATCHED LIVE OR RECORDED  
ON THE CITY OF BERLIN YOUTUBE PAGE @CITYOFBERLIN5623

1. Call to order at 8:29PM/Roll Call: Alderperson Boeck – Aye, Alderperson Burgess – Aye, Alderperson Durtschi – Absent/Excused, Alderperson Nigbor – Aye, Alderperson Przybyl – Aye, Alderperson Stobbe, Aye. Staff present: Jessi Balcom, City Administrator
2. General Public Comments. Registration card required (located at podium in Council Chamber). - None
3. Old Business. – None.
4. New Business. – None.
5. Acceptance of TID closeout audit. – Motion to accept the TID 10 Closeout Audit prepared by HawkinsAsh CPAs made by Stobbe and seconded by Nigbor. Motion carried unanimously.
6. Adjourn. Motion to adjourn at 8:31PM made by Alderperson Stobbe and seconded by Alderperson Przybyl. Roll Call: Alderperson Boeck – Aye, Alderperson Burgess – Aye, Alderperson Durtschi – Absent/Excused, Alderperson Nigbor – Aye, Alderperson Przybyl – Aye, Alderperson Stobbe, Aye.

COMMON COUNCIL MEETING MINUTES  
TUESDAY, FEBRUARY 11, 2025 7:00 PM  
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR  
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE  
Meeting ID: 859 0514 0084      Passcode: 123456

1. Call to order/Roll Call: Alderperson Boeck – Aye, Alderperson Burgess – Aye, Alderperson Durtschi – Aye, Alderperson Nigbor – Aye, Alderperson Przybyl – Aye, Alderperson Stobbe, Absent (Excused). Also Present: Joel Bruessel, Mayor, Matt Chier, City Attorney. Staff present: Debbie Thiel, Deputy Clerk Treasurer, Jessi Balcom, City Administrator
2. Seat Virtual Attendees - None
3. General Public Comments. Registration card required (located at podium in Council Chamber). - None

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. *Alderperson Boeck made a motion to accept the agenda items as presented. Alderperson Przybyl seconded the motion. Roll call: Alderperson Boeck – Aye, Alderperson Burgess – Aye, Alderperson Durtschi – Aye, Alderperson Nigbor – Aye, Alderperson Przybyl – Aye, Alderperson Stobbe, Absent. Motion carried.*

4. Written reports from the City Clerk, Treasurer, and Building Inspector.  
RECOMMENDATION: Receive and place on file the written reports from the City Clerk, Treasurer, and Building Inspector.
5. Bills List. RECOMMENDATION: Approve the list of bills for payment.
6. Minutes from the January 14, 2025, August 6, 2024, September 16, 2024, October 14, 2024, October 29, 2024 Common Council Meeting, and closed session minutes from August 6, 2024 and January 14, 2025. RECOMMENDATION: Approve the Common Council Meeting minutes.  
*After much discussion a motion was made by Alderperson Nigbor to accept the corrected minutes. Alderperson Burgess seconded the motion. Motion carried with a unanimous voice vote.*

END OF CONSENT AGENDA

7. Review Proposals for Strategic Plan.
  - a. Interview with Allyson Brunette Consulting
  - b. Interview with CP2 Consulting*After discussion it was decided that City Administrator Balcom will contact both*

*companies and have them send a plan they have done for another company.*

8. Mayoral appointment of Richard Lashbrook to Committee on Aging.  
*Aldersperson Burgess made a motion to approve the appointment made by Mayor Bruessel. Aldersperson Nigbor second the motion. Motion carried with a unanimous voice vote.*
9. Review Letter of Resignation from Attorney Chier as City Attorney.  
RECOMMENDATION: Accept Letter of Resignation from the current City Attorney effective at the end of the day on February 28, 2025. *Aldersperson Durtschi made a motion to accept Attorney Chier's resignation. Aldersperson Nigbor second the motion. Motion carried with a unanimous voice vote.*
10. Appoint Attorney Chier as Special Counsel and approve City of Berlin Special Counsel Retainer Agreement with Chier Law Office LLC. RECOMMENDATION: Discuss in closed session if desired. Appoint Attorney Chier as Special Counsel and approve the City of Berlin Special Counsel Retainer Agreement with Chier Law Office LLC, including authorization of signatures by the Mayor and City Administrator/City Clerk, for Attorney Chier to continue providing municipal citation prosecution and enforcement, aid in the transition to the newly appointed City Attorney, and provide any additional services as mutually agreed upon from time to time during and following the transition, all as more specifically described in the agreement. *Aldersperson Durtschi made a motion to accept the recommendation. Aldersperson Przybyl second the motion. Motion carried with a unanimous voice vote.*
11. Mayoral Appointment and Council Confirmation of Municipal Law & Litigation Group, S.C. as City Attorney. RECOMMENDATION: Approve appointment of Municipal Law & Litigation Group, S.C. as City Attorney effective March 1, 2025 through April 30, 2025. Eric Larson will be our Primary contact but we will have the whole firm to work with us. *Aldersperson Boeck made a motion to accept this appointment with a second made by Aldersperson Durtschi. Motion carried with a unanimous voice vote.*
12. Approval of City Attorney Engagement Letter with Municipal Law & Litigation Group, S.C. RECOMMENDATION: Discuss in closed session if desired. Approve the City Attorney Engagement Letter with Municipal Law & Litigation Group, S.C. to be effective March 1, 2025, including authorization of signatures by the Mayor and City Administrator/City Clerk. *Aldersperson Przybyl made a motion to approve the Engagement Letter with Municipal Law & Litigation Group, S.C. for City Attorney services. Durtschi second the motion. Motion carried with a unanimous voice vote.*
13. Approval of Wage and Compensation Study/Plan. RECOMMENDATION: Approve Proposal and Municipal Services Agreement submitted by Public Administration Associated LLC to complete a Wage and Compensation Study/Plan for the City of Berlin. *After much discussion Aldersperson Przybyl made a motion to accept the proposal and Municipal Services Agreement submitted by Public Administration Associated LLC. Aldersperson Nigbor second the motion. Motion carried with a unanimous voice vote.*

14. Increase Interim Fire Chief wages to match the former Fire Chief wages.  
RECOMMENDATION: Accept recommendation from the Police & Fire Commission to increase the Interim Fire Chief wages to match those of the retired Chief, plus the planned 3% wage increase, retroactive to February 1, 2025. *Aldersperson Boeck made a motion to increase the Interim Fire Chief wages as presented. Aldersperson Durtschi second the motion. Motion carried with a unanimous voice vote.*
15. Ordinance 01-25 An Ordinance Rezoning A Parcel of Land From A-1 (Agricultural) to R-1 (Residential) City of Berlin. RECOMMENDATION: Approve Ordinance 01-25. *Aldersperson Burgess made a motion to Approve Ordinance 01-25. Aldersperson Nigbor second the motion. Roll call: Aldersperson Boeck – Aye, Aldersperson Burgess – Aye, Aldersperson Durtschi – Aye, Aldersperson Nigbor – Aye, Aldersperson Przybyl – Aye, Aldersperson Stobbe, Absent.*
16. Ordinance 02-25 An Ordinance Rezoning A Parcel of Land from R-1 (Residential) to R-3 (Residential) City of Berlin. RECOMMENDATION: Approve Ordinance 02-25. *Aldersperson Nigbor made a motion to accept approve Ordinance 02-25. Aldersperson Burgess 2<sup>nd</sup> the motion. Roll call: Aldersperson Boeck – Aye, Aldersperson Burgess – Aye, Aldersperson Durtschi – Aye, Aldersperson Nigbor – Aye, Aldersperson Przybyl – Aye, Aldersperson Stobbe, Absent. Motion carried.*
17. Ordinance 03-25 An Ordinance 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 County and Waushara Counties, The Cities of Green Lake, Markesan and Princeton in Green Lake County. RECOMMENDATION: Approve Ordinance 03-25. *Aldersperson Przybyl made a motion to accept approve Ordinance 03-25. Aldersperson Nigbor second the motion. Roll call: Aldersperson Przybyl seconded the motion. Roll call: Aldersperson Boeck – Aye, Aldersperson Burgess – Aye, Aldersperson Durtschi – Aye, Aldersperson Nigbor – Aye, Aldersperson Przybyl – Aye, Aldersperson Stobbe, Absent. Motion carried.*
18. Ordinance 04-25 Amending Code to Remove Referendum and Sunset as to Designation of ATV and UTV Routes on all City Streets, and to Remove Curfew for ATV and UTV Operations. RECOMMENDATION: Approve Ordinance 04-25. *Aldersperson Burgess made a motion to accept approve Ordinance 04-25. Aldersperson Przybyl second the motion. Roll call: Aldersperson Przybyl seconded the motion. Roll call: Aldersperson Boeck – Aye, Aldersperson Burgess – Aye, Aldersperson Durtschi – Aye, Aldersperson Nigbor – Aye, Aldersperson Przybyl – Aye, Aldersperson Stobbe, Absent. Motion carried.*
19. 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.) *No Old Business*

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

*No New Business*

21. Motion to convene into closed session pursuant to *Wis.Stats. 19.85 (1) € 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.*

AND

*Wis.Stats. 19.85 (1) © To consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. (Review closed session minutes from August 6, 2024 Common Council meeting.) No Closed Session*

22. Reconvene into open session and take appropriate action as a result of closed session discussion. *No Closed Session*

23. Adjourn. *Aldersperson Przybyl made a motion to adjourn the meeting at 8:29pm. Aldersperson Boeck second the motion. Motion carried with a unanimous voice vote.*

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.

*Respectfully submitted by Debbie Thiel, Deputy Clerk Treasurer*

**MEMO**

TO: Common Council  
FROM: Timothy Ludolph, Zoning Administrator  
RE: Comprehensive Plan Discussion – Request for Proposal  
DATE: March 11<sup>th</sup> 2025

**Background:**

The staff has developed a modified Request for Proposal for the Comprehensive Plan following guidance from the Plan Commission last month. The new request retains very little from the original version, aiming to steer the proposals towards our budgeted amount. Once we receive the cost estimates, we can evaluate the proposals and determine our next steps. We were able to inform this updated RFP thanks to insights from another community that recently revised their Comprehensive Plan within our budgeted amount, albeit with some specific conditions.

Depending on the proposals we receive, we may need to consider leveraging more internal resources or exploring creative solutions for elements like maps, where we can significantly reduce costs associated with traditional Public Participation Events. These costs are variable, as the other community utilized unique resources including some ala carte hourly expenses to the consultant separate of the proper plan, including leveraging their membership in the Regional Planning Commission, which is not an option for the City of Berlin.

This document was presented to the Plan Commission and recommended to the Common Council as presented.

**Recommendation:**

Common Council approve a motion to issue the Request for Proposals for the Comprehensive Plan (consent agenda).



## Request for Proposals Comprehensive Plan

RFP Issuance Date: March 12<sup>th</sup>, 2025

RFP Due Date: April 21<sup>st</sup>, 2025

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Timeline .....9

Terms and Conditions .....10

## Introduction

The City of Berlin is seeking proposals from qualified and professional planning consultants who have the capacity and expertise to assist the City in the completion of an action-oriented and implementable update to the City's Comprehensive Plan. The City is proposing an update which builds upon all relevant information from the previous updates while facilitating new goals, objectives and policies to proactively achieve compliance with all state requirements.

The City of Berlin's current Comprehensive Plan was adopted in 2011 however the City has made nominal updates in 2018 and 2021 to remain in compliance with the 10-year requirement. The City of Berlin has Plans in place to assist the consultant with adding background content. Consultants should review and utilize existing information, including those listed on page 4 below as appropriate in developing the Comprehensive Plan Update.

Please note, consultants that intend to submit a proposal should contact Timothy Ludolph, Planning and Development Director, at 920-361-5156 or [tludolph@cityofberlin.wi.gov](mailto:tludolph@cityofberlin.wi.gov) to request the RFP. RFP's may also be downloaded from the City of Berlin's Website, <https://cityofberlin.net/>.

## City History and Project Background

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

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

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

Relevant Plans since the 2010 Comprehensive Plan Update.

2022 City of Berlin Housing and Economic Development Strategy <https://cityofberlin.net/wp-content/uploads/sites/40/2023/01/Berlin-Housing-and-Economic-Development-Strategy.pdf>

This Plan specifically has the bulk of the information required for a Housing and Economic Development Element Update as well as some maps and figures which could be included in the Comprehensive Plan.

2022 CARES Technical Assistance Plan <https://cityofberlin.net/wp-content/uploads/sites/40/2024/09/2022-Market-Square-CARES-Technical-Assistance-Plan.pdf>

2020 City of Berlin Open Space and Recreation Plan <https://cityofberlin.net/wp-content/uploads/sites/40/2021/03/2020-Open-Space-Rec-Plan-Final-Edit.pdf>

2019 City of Berlin Market Analysis [https://cityofberlin.net/wp-content/uploads/sites/40/2020/01/2019-Berlin-Market-Analysis-Update\\_12232019.pdf](https://cityofberlin.net/wp-content/uploads/sites/40/2020/01/2019-Berlin-Market-Analysis-Update_12232019.pdf)

2019 Travel Wisconsin Berlin Area Destination Assessment <https://cityofberlin.net/wp-content/uploads/sites/40/2024/08/Berlin-Assessment-2019-FINAL-Report-Complete-1.pdf>

2018 City of Berlin Field Research Overview Report- Lodging Market Study

<https://cityofberlin.net/wp-content/uploads/sites/40/2018/10/FieldResearchReport.pdf>

2011 (updated 2021) City of Berlin Smart Growth Comprehensive Plan <https://cityofberlin.net/wp-content/uploads/sites/40/2018/10/CCP.pdf>

Future Land Use Map from 2018 Comprehensive Plan Update <https://cityofberlin.net/wp-content/uploads/sites/40/2025/02/Future-Land-Use-Map-Annotated.pdf>

Land Use Map Updated in 2024 to include Future Rural Character Category [https://cityofberlin.net/wp-content/uploads/sites/40/2024/08/Map7\\_Future\\_LandUse-Current.pdf](https://cityofberlin.net/wp-content/uploads/sites/40/2024/08/Map7_Future_LandUse-Current.pdf)

Market studies were conducted in 2014 and 2019, and the findings from these studies were incorporated into the Housing and Economic Development Strategy.

## Project Scope

The following outlines the scope of work and the phases involved in updating the 20 Year - City of Berlin Comprehensive Plan.

### Phase 1: Public Participation

**Public Informational Meeting:** Hold an informational meeting to gather public input on the draft document.

**Public Participation Plan:** Draft and submit for approval a Public Participation Plan to the Plan Commission for review. The plan will include outreach through social media and the City website. Additional public engagement events (e.g., open houses, workshops, online surveys) may be considered if they fit within the fixed budget.

**Plan Commission Meetings:** Attend a total of four (4) Plan Commission meetings. Plan Commission meetings will include a "Public Comment" section to allow community input on the plan.

**Staff Meetings:** Attend meetings with City Staff as needed. At least three (3) meetings with staff will be required.

**Public Hearing at Common Council Meeting:** Attend the formal public hearing where the Plan Commission will present the "Recommended Plan" for Common Council adoption.

### Phase 2: Draft Plan Document Preparation

**Research and Data Collection:** Collect population, housing, and economic data and format relevant tables to support the planning elements. Gather and update mapping data from the City, Green Lake and Waushara Counties, and East Central Wisconsin Regional Planning Commission and/or Kunkel Engineering.

**Plan Element Discussion:** Collaborate with City Staff and the Plan Commission to discuss each element of the Comprehensive Plan and how these will be incorporated into a cohesive document.

**Land Use Map:** Amend the Future Land Use Map as necessary to reflect updated data.

**Draft Plan Assembly:** Assemble all components of the "Draft Plan" document for review by City Staff and the Plan Commission.

### Phase 3: Draft Plan Review

**Document Revisions:** Revise the Draft Plan document and maps based on feedback from City Staff and the Plan Commission.

### Phase 4: Plan Finalization

**Pre-Final Plan:** Prepare the Pre-Final Plan document based on comments from the Draft Plan review and submit it to the Plan Commission for final review.

**Recommended Plan:** Revise the Pre-Final Plan to produce the "Recommended Plan" for Plan Commission approval.

**Public Hearing:** Attend the public hearing for the Recommended Plan and make revisions as necessary.

**Common Council Presentation:** Present the Recommended Plan to Common Council. Make any revisions as directed by the Council.

**Final Plan Adoption:** Upon Common Council adoption, prepare and deliver the adopted "Final Comprehensive Plan" documents to the City, neighboring communities, and counties. Provide GIS mapping files to Green Lake and Waushara Counties and Kunkel Engineering.

#### Project Management

**Ongoing Communication:** Maintain continuous communication with City of Berlin Officials, City Staff, and the community.

**Regular Meetings:** Meet with City Staff to review updates and discuss revisions to the plan.

**Project Oversight:** Monitor the project schedule, manage the budget, and ensure the timely completion of tasks.

#### Plan Elements

The consultant will be responsible for updating the following plan elements:

Issues and Opportunities

Housing

Transportation

Utilities and Community Facilities

Agricultural, Natural & Cultural Resources

Economic Development

Intergovernmental Cooperation

Land Use

Implementation

Public Participation Plan Update

Each element will be reviewed, and goals, objectives, policies, programs, and recommendations will be updated as necessary. City Staff will be available to offer assistance as needed, completion of the elements will be the responsibility of the Consultant.

#### Mapping

The Consultant will update the following maps:

Location Map

General Soils Associations

Topography & Natural Resource Areas

Transportation & Public Facilities- Including Official Map

Current Zoning

Current Land Use

Future Land Use

The Consultant shall provide the City of Berlin both report-size and large-scale copies of maps that the City shall use in public meetings and displays.

## Project Timeline

The Comprehensive Plan Update process will tentatively begin with the kickoff meeting with the Plan Commission in June 2025. The entire process is anticipated to last 12-18 months. Additional timelines related to public engagement efforts as it pertains to the submission of drafts or other deliverables will be determined during the kick-off.

## Project Budget

Budget information for the Comprehensive Plan Update is allocated within the City of Berlin's 2025 Budget. The City's budget for consultant services is not to exceed \$30,000 for the Comprehensive Plan.

## Deliverables

### Official Maps

Draft Plan: The First version of the plan to be reviewed by the Plan Commission and City Staff.

Pre-Final Plan: The Plan incorporating any and all feedback from review of the Draft Plan.

Recommended Plan: The Plan the Plan Commission will recommend to the Common Council.

Final Plan: The Officially Recorded Plan, approved with any potential recommendations from the Common Council.

Documents from the Public Participation Sessions.

Any other documentation incidentally produced to compile the Plan.

## RFP Submittal Requirements

The RFP Submittal shall contain the following sections.

**Cover Letter, Detailing Understanding and Approach to the Project:** A memo that reflects your understanding of the project's objectives, challenges, and how your team will address them, demonstrating expertise in relevant areas. Show a clear understanding of the goals and challenges and detail how the work will be executed efficiently and effectively.

**Relevant Project Experience:** Include descriptions of relevant completed projects with municipal clients and excerpts of similar completed plans to illustrate the final product. Provide references from at least three municipal clients to demonstrate your team's proven track record in similar projects.

**Scope of Work, Including All Steps and Deliverables:** A detailed scope outlining each task and deliverable, demonstrating how your team will meet the project's milestones and deadlines. Include a project timeline that includes key milestones and demonstrates your ability to meet deadlines and deliverables on time.

**Proposed Budget and Estimated Labor Hours, Broken Down by Task:** A detailed budget that provides clear cost estimates and labor hour breakdown by task, demonstrating financial feasibility and alignment with the project scope. State a lump sum price for completing the plan, describe the alignment with the proposed budget and scope of work. Tabulate any additional fees for extra services.

**List of Key Personnel, Including the Project Manager:** Include the roles, qualifications, and relevant experience, related to the project's objectives and the Project Team's Availability.

**Due Date:** Proposals must be submitted by 12:00 p.m. on Monday April 21<sup>st</sup>, 2025.

**Location:** Submissions should be delivered to Berlin City Hall, 108 N. Capron St., Berlin, WI 54923. Emailed submissions may be sent to the Planning and Development Director at [tludolph@cityofberlin.wi.gov](mailto:tludolph@cityofberlin.wi.gov)

**Format:** Provide one electronic copy of the proposal. Hard copies of relevant plans are not required.

## Evaluation and Selection

Criterion and Scoring Notes	Points Possible	Weighting (%)	Scoring Notes
<b>1. Relevant Experience and Qualifications of Key Team Members</b>	25	25	Assess the experience, skills, and qualifications of the involved personnel. Focus on relevant project experience and educational background, and other expertise.
<b>2. Understanding of the Project and Depth of Knowledge</b>	25	25	Evaluate the depth of the proposal's understanding of the goals, objectives, and challenges. Consider the knowledge and capacity to approach the problem.
<b>3. Awareness of Schedule and Deliverables</b>	10	10	Assess ability to produce outcomes on schedule and an understanding of the deliverables. Consider any proven ability to deliver on expectations.
<b>4. Overall Quality, Clarity, and Completeness</b>	15	15	Assess the overall quality, clarity, and completeness of the proposal. Consider the framework, writing quality, presentation, and how well all required information is provided.
<b>5. Budget Management and Value</b>	25	25	Evaluate the proposal's ability to stay within budget, and prove reasonable given the scope.
<b>Total</b>	100	100	

The Evaluation Team consisting of the City of Berlin Planning and Development Director along with the Chair of the Plan Commission, a representative from the Parks and Recreation Commission and Common Council, will start by reviewing the submissions and ranking them. The Evaluation then will send them to the Plan Commission to set up 30- minute interviews with the top 3 to 5 consultants to take place during the Plan Commission meeting on May, 27<sup>th</sup> 2025. After that, the Plan Commission will give a final recommendation to the Common Council to approve a proposal and its scope.

## Timeline

The timeline for reviewing proposals and selecting a final consultant is outlined below. This timeline may be modified by the City of Berlin, as necessary.

RFP Released/ Timeline for Submission: The proposal submission window will be open from **03/12/2025 to 04/21/2025**

Deadline to Submit Questions: All requests for clarification or additional information shall be emailed to [tludolph@cityofberlin.wi.gov](mailto:tludolph@cityofberlin.wi.gov) - by **04/11/2025**

Response to Questions Posted: All project-related questions and responses will be added to the city website. - **04/14/2025**

Deadline to Submit Proposals: A proposal received after 12:00 pm CST on the deadline date will not be considered. - **04/21/2025**

Review of Proposals: Committee to review and score the proposals based on the evaluation criteria. - **04/22 – 05/19/2025**

Notification of Candidate Status: Each consultant who submitted a proposal will be notified whether they were selected as a finalist. - **05/20/2025**

Finalist Interviews: The Evaluation Committee will recommend finalists for individual 30-minute, in-person interviews and presentations at the meeting of the Plan Commission- **05/27/25**

Recommendation to the Common Council: The Plan Commission will make a recommendation to the Common Council based on the results of the process. The Common Council will review and approve the contract with the selected consultant and finalize any details negotiated. - **06/10/2025**

Kick Off: Plan Commission- **06/24/25**

## Terms and Conditions

The City of Berlin reserves the right to reject any and all proposals that do not meet the required criteria. This Request for Proposals does not constitute a contract or offer of employment. The cost of preparation of proposals shall be the sole obligation of the consultant. All proposals, whether accepted or rejected, shall become the property of the City, subject to open records law. Elements or Tasks may be added or deleted at the discretion of the City pending negotiation of the scope of work and compensation. All completed work, including surveys, workshop documents, schematic designs, ancillary reports, and the final master plan in all relevant formats become the property of the City at the end of the project.

Deadline: Proposals must be submitted by 12:00 p.m. on Monday April 21<sup>st</sup>, 2025

Format: Provide one electronic copy of the proposal. Hard copies of relevant plans are not required.

Questions about this RFP may be directed to:

Timothy Ludolph

Planning and Development Director

[tludolph@cityofberlin.wi.gov](mailto:tludolph@cityofberlin.wi.gov)

920-361-5156

## **MEMO**

TO: Common Council

FROM: Timothy Ludolph, Planning & Development Director

RE: Rezone Request Parcel #206016640000 \_ N Washington St.  
Decision for Rezone Request Split B-2/A-1 to A-1 Parcel  
#206016640000 \_ N Washington St

DATE: March 11<sup>th</sup> 2025

### **Background**

The following is from the February Plan Commission draft minutes:

The next item was for the Rezoning of Parcel #206-01664-0000. Bruessel opened the Public Hearing at 6:05 P.M. Brussel asked for anyone to speak in favor of this Amendment three times. Bruessel asked for anyone to speak against. Bruessel closed the Public Hearing at 6:08 P.M.

The next item was the decision for the Rezoning of Parcel #206-01664-0000. Ludolph summarized the request and gave the staff's recommendation. Kubiak presented a motion to recommend to council to accept the Rezone Request at Parcel #206-01664-0000 from split zoning B-2/A-1 to A-1. Przybyl seconded the motion which passed by voice vote. (5-0)

### **Discussion**

The Ordinance 05-25 is included for your review.

### **Recommendation**

Accept the Recommendation from the Plan Commission in regards to the Rezone Request at Parcel #206-01664-0000 from split zoning B-2/A-1 to A-

**ORDINANCE # 05-25**

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**AN ORDINANCE REZONING A PARCEL OF LAND FROM  
B-2 AND A-1 (SPLIT ZONING) DISTRICTS to A-1 (AGRICULTURAL) DISTRICT  
CITY OF BERLIN**

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**WHEREAS**, a Petition has been duly filed by Kelly A and Ashley M Goldsborough with the City of Berlin requesting that the real estate owned as described below be rezoned from B-2 and A-1 (Split Zoning) to A-1 (Agricultural),) and

**WHEREAS**, the Plan Commission met and has considered the petition on the 28<sup>th</sup> day of January 2025;  
and

**WHEREAS**, the Plan Commission also held a public hearing on 25<sup>th</sup> day of February 2025, and has complied with Section 82-66 of the Municipal Code of the City of Berlin; and has on a motion, duly made seconded and adopted, affirmatively recommended the zoning change and referred the matter to the Common Council of the City of Berlin for adoption of the zoning change.

**NOW, THEREFORE** the Common Council of the City of Berlin do ordain that the following described real estate owned by Kelly A and Ashley M Goldsborough with a description as follows:

LOT 1 CERTIFIED SURVEY MAP 2668 V13 Parcel # 206-01664-0000, City of Berlin, Green Lake County,  
Is hereby rezoned from B-2 and A-1 (Split Zoning) to A-1 (Agricultural), in accordance with the Municipal Code of the City of Berlin, and the zoning map shall be modified accordingly.

This ordinance shall take effect the day after publication.

PASSED, APPROVED, AND ADOPTED THIS \_\_\_\_th DAY OF \_\_\_\_\_ 2025.

\_\_\_\_ AYES

\_\_\_\_ NAYS

\_\_\_\_ ABSENT

ATTEST:

\_\_\_\_\_  
JOEL BRUESSEL, MAYOR

\_\_\_\_\_  
JESSI BALCOM, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
ERIC LARSON, CITY ATTORNEY

## **MEMO**

TO: Common Council

FROM: Timothy Ludolph, Planning & Development Director

RE: Ordinance Amendments to Create new RR-1 Rural Residential District.

DATE: March 11<sup>th</sup> 2025

### **Background**

The following is from the February Plan Commission draft minutes:

The next item was the Public Hearing for Creation of the RR-1 Rural Residential Zoning District  
Bruessel opened the Public Hearing at 6:46 P.M. Brussel asked for anyone to speak in favor of this Amendment three times. Kathryn C Stewart, a property owner of lots on Arnold Street spoke in favor of the Text Amendment.  
Bruessel asked for anyone to speak against this Amendment Three Times.  
Bruessel closed the Public Hearing at 6:49 P.M

Hill presented a motion to recommend to council to accept recommend to the Common Council the creation of the Rural Residential District as presented.  
Kubiak seconded the motion, which was carried by a voice vote.

### **Discussion**

The Ordinance 06-25 is included for your review.

### **Recommendation**

Accept the Recommendation from the Plan Commission in to Create the Rural Residential District as included.

**ORDINANCE CREATING RR-1 RURAL RESIDENTIAL ZONING DISTRICT**

WHEREAS, the CITY OF BERLIN Plan Commission has held a public hearing regarding the Ordinance as set forth herein, on February 25, 2025, and

WHEREAS, the CITY OF BERLIN Plan Commission has recommended to the CITY OF BERLIN Common Council to approve the Ordinance as set forth herein.

NOW THEREFORE, the CITY OF BERLIN Common Council do ordain as follows:

Sec. 10-3 of the CITY OF BERLIN Code of Ordinances is hereby amended as follows:

**Sec. 10-3. - License required.**

...

- (b) It shall be unlawful for any person to own, harbor, or keep any chicken within the city limits in any district zoned as R-1 residential, R-2 residential, ~~or R-3 residential~~, or RR-1 rural residential under chapter 82, without first obtaining a license in compliance with the provisions of this chapter.

Sec. 10-7(d)(1) of the CITY OF BERLIN Code of Ordinances is hereby amended as follows:

**Sec. 10-7. - Issuance of licenses.**

...

(d) *Chickens.*

- (1) No person shall own, harbor, or keep any chicken within the city limits in any district zoned as R-1 residential, R-2 residential, ~~or R-3 residential~~, or RR-1 rural residential under chapter 82 without first obtaining an annual license from the city.

Sec. 46-31 of the CITY OF BERLIN Code of Ordinances is hereby amended as follows:

**Sec. 46-31. - Regulation of firearms and explosives.**

...

- (f) *Exceptions for hunting and target shooting with bows and crossbows under certain conditions.* The provisions of this section shall not prevent the discharge of bows or crossbows for the purpose of target shooting within A-1 agricultural-1, A-2 agricultural-2, C-1 conservancy-1, R-1 residential-1, and R-2 residential-2, and RR-1 rural residential zoning districts within the city limits, and if the landowner of the land upon which such discharge takes place is specially permitted by the chief of police, or his or her designee, as provided below. Also, the provisions of this section shall not prevent the discharge of bows or crossbows for hunting anywhere in the city limits without a permit, except that, (i) such hunting may not be conducted by any person

located within 100 yards of a building (as the term "building" is defined in Wis. Stats. ch. 29) located on another person's land, unless such person is allowed to hunt within 100 yards of the building by the owner of such building, and (ii) the person hunting with a bow or crossbow shall be prohibited from discharging the arrow or bolt from the respective weapon other than toward the ground. However, the prohibition against a hunter discharging a bow or crossbow other than toward the ground shall not apply if the landowner of the land upon which the hunting takes place is specially permitted by the chief of police, or his or her designee, as provided below:

...

Sec. 82-151 of the CITY OF BERLIN Code of Ordinances is hereby repealed and recreated as follows:

**Sec. 82-151. - Established.**

For the purpose of this chapter, provision is made for the division of the city of Berlin into the following basic zoning districts:

- C-1 Conservancy district
- C-2 Conservancy district
- A-1 Agricultural district
- R-1 Residential district
- R-2 Residential district
- R-3 Residential district
- RR-1 Rural Residential District
- B-1 Business district
- B-2 Business district
- M-1 Light manufacturing district
- M-2 Medium manufacturing district
- M-3 Heavy manufacturing district

Chapter 82, ARTICLE III, DIVISIONS 9-15 of the CITY OF BERLIN Code of Ordinances is hereby renumbered as Chapter 82, ARTICLE III, DIVISIONS 10-16. All cross references throughout the CITY OF BERLIN Code of Ordinances to these renumbered DIVISIONS, not expressly corrected in this Ordinance, shall be corrected by the codifier accordingly.

Chapter 82, ARTICLE III, DIVISION 9 of the CITY OF BERLIN Code of Ordinances is hereby then created as follows:

**DIVISION 9. – RR-1 RURAL RESIDENTIAL DISTRICT**

**Sec. 82-341. Use regulations.**

The RR-1 rural residential district is intended to provide for limited rural residential use development; requires a large residential land area to maintain the rural character and to accommodate uses that are not urban in nature including light agriculture. This district's uses and standards are designed to implement the city's comprehensive plan goals by encouraging a blend of residential and agricultural uses. This district may be used as a transitional zone to retain land in a less intensive use until the appropriate time for a more intensive residential or other use occurs. The lands in this district should be predominately agricultural areas not suited for agricultural production or those lands due to location that would have limited impact on agricultural production. Residents of this district may experience conditions associated with adjoining agricultural lands that are not experienced in areas of predominantly residential use. The following uses shall

be permitted in the RR-1 district:

- (1) Single-family detached dwellings, including manufactured homes. Mobile homes, excluding manufactured homes, shall not be permitted.
- (2) Two-family dwellings. Mobile homes, excluding manufactured homes, shall not be permitted.
- (3) Nursing homes and assisted living facilities.
- (4) Public parks and playgrounds.
- (5) Churches and convents.
- (6) Religious or philanthropic institutions.
- (7) Home occupations, except for child day care facilities which do not meet the definition of a "family child care home" under Wis. Stat. § 66.1017.
- (8) With a permit granted under section 46-31(f), target shooting or hunting with a bow or crossbow.
- (9) With a license granted under section 10-7(d), keeping of up to a maximum of 18 chickens per lot, consisting of up to a maximum of 12 mature hens, consisting of up to a maximum of ten standard sized mature hens (as opposed to bantam sized hens). For purposes of this subsection, "chickens" shall have the meaning set forth in section 10-2.
- (10) Gardening.
- (11) Harvesting of wild crops, such as marsh hay, ferns, moss, berries, tree fruits and tree seeds
- (12) Sustained-yields forestry and tree farms.
- (13) All normal farming uses, except for keeping or raising non-livestock farm animals, which shall be specifically governed under a separately described permitted or conditional use listed in this division, or the siting or expansion of livestock facilities, which shall be prohibited (except for animals which are allowed to be kept pursuant to an expressly stated permitted or conditional use in this division or otherwise permitted elsewhere in this Code).
- (14) Retail sale of agricultural products.
- (15) Storage and wholesaling of agricultural products.
- (16) Except for animal service facilities which shall be permitted only as a conditional use under section 82-342, keeping or raising non-livestock farm animals on parcels of five acres or more, subject to a limit of one animal unit per acre. For purposes hereof, except for horses, animal units shall be calculated in the same fashion as under Wis. Adm. Code NR § 243.05, including the use of live weight conversion for animal types not listed in the conversion tables. Horses shall have an animal unit equivalency factor of 1.1.
- (17) Truck gardens, orchards, and non-commercial greenhouses.

- (18) Dams and power stations, telephone, telegraph and power transmission lines, gas or water lines and necessary appurtenant structures, subject to approval of the parks and recreation commission, if applicable.
- (19) Public, private commercial and private noncommercial group outdoor park and recreational facilities, subject to the approval of the parks and recreation commission, if applicable.
- (20) Accessory buildings and uses customarily incidental to any of the uses set forth in this section which are located on the same lot.

#### **Sec. 82-342. - Conditional uses.**

In the RR-1 district, conditional uses shall be as follows:

- (1) Bed and breakfast establishment. A mandatory condition of approval for a bed and breakfast establishment shall be that such establishment must provide a minimum of one improved off-street parking space for each room offered for occupancy. Bed and breakfast establishments granted a conditional use permit hereunder shall not otherwise be subject to the other requirements of this chapter with respect to traffic, parking and access. Any conditional use permit granted for a bed and breakfast establishment shall specify whether rentals of less than seven consecutive days are allowed as an exception to section 82-345.
- (2) Adaptive reuse of churches for any use identified as a permitted or conditional use in B-1 or B-2 business districts, or any mixture of such uses with permitted or conditional uses in the RR-1 district.
- (3) Tourist rooming houses. A mandatory condition of approval for a tourist rooming house shall be that such establishment must provide a minimum of one improved off-street parking space for each room offered for occupancy. Tourist rooming houses granted a conditional use permit hereunder shall not otherwise be subject to the other requirements of this chapter with respect to traffic, parking and access. Any conditional use permit granted for a tourist rooming house shall specify whether rentals of less than seven consecutive days are allowed as an exception to section 82-345.
- (4) Community living arrangements.
- (5) Campground.
- (6) Artisan production/fabrication businesses, which meet the following criteria:
  - a. The business operation does not exceed any maximum square footage of floor space, as designated in the conditional use permit, dedicated to production or fabrication; and
  - b. The floor space dedicated to production or fabrication must not contain more than any maximum percentage of the total floor space of the business operation, as designated in the conditional use permit; and

- c. A required percentage of the total floor space of the business operation, as designated in the conditional use permit, must be dedicated to retail sales to consumers, including but not limited to sales of crafts or products produced or fabricated on-site, and if so further required by the conditional use permit, such retail sales portion of the floor space may be required to be situated toward what is deemed to be the front of the business operation as identified in the conditional use permit.
  - d. The production or fabrication portion of the business operation must not operate outside any designated hours specified in the conditional use permit.
- (7) Animal service facilities. For conditional use applications for animal service facilities hereunder, the board of appeals shall, pursuant to and in addition to any other standards or conditions imposed under subsection 82-641(b), impose the following standards and conditions:
- a. Hours of operation may be limited by the board of appeals, and operation of the facility shall in no case be allowed between 10:00 p.m. and 5:00 a.m.
  - b. No overnight boarding of animals, of which the operator is not the owner, shall be allowed, except for dogs or cats kept pursuant to an animal service facility - temporary overnight boarding license issued pursuant to section 10-7(e). All animals must be kept inside an enclosed building between 10:00 p.m. and 5:00 a.m.
  - c. The facility must contain a sufficiently sized outdoor exercise, urination, and defecation area for dogs based on the maximum number of dogs able to be kept or serviced in the facility.
  - d. All animals outside of an enclosed building shall be directly supervised by at least one human being, age 16 or older, who is present with the animal(s) at all times.
  - e. All outside areas where dogs or cats are present without a leash shall be fenced with a physical barrier that is at least 5 feet in height and all exits from such outside areas (except exits leading into a building) shall be double gated to prevent escape.
  - f. Each dog or cat serviced at the facility must have been vaccinated by a veterinarian against rabies, if so required pursuant to Sec. 10-4, prior to service, and the operator of the facility must keep on premises at all times during service of that dog or cat a copy of that dog's or cat's rabies vaccination certificate accordingly. Also, each dog or cat required to be vaccinated must have its rabies vaccination tag or a substitute tag attached to a collar on the dog or cat at all times during service pursuant to subsection 10-4(f).
  - g. All other applicable requirements set forth in chapter 10 regarding the keeping and care of animals shall be complied with as a condition of any conditional use permit issued hereunder.
  - h. Any conditional permit granted for an animal service facility may only be issued if the applicant presents substantial evidence that the physical conditions of the property, or specific improvements to be installed by the applicant, will allow for the applicant to be able to reasonably control smell, noises, or other nuisances in relation to neighboring properties.

- (8) Subject to the limitations described herein, child day care facilities for up to a maximum of 36 children which do not meet the definition of a "family child care home" under Wis. Stat. § 66.1017, even if such a facility otherwise meets the definition of a home occupation. Child day care facilities licensed for more than 36 children shall not be allowed as a conditional use in the RR-1 district. Also, for conditional use applications for child day care facilities hereunder, the board of appeals shall, pursuant to and in addition to any other standards or conditions imposed under subsection 82-641(b), impose the following standards and conditions:
- a. All outside areas used as part of the operation of the child day care facility shall be bounded on all sides by a closed, privacy fence of the maximum height permitted under section 82-567. However, if closed, privacy fencing is not allowed in certain portions of the lot under section 82-567, then fencing which contains open gaps as small as possible without meeting the definition of closed, privacy fencing under section 82-567 shall be used in such portions of the lot.
  - b. Operation of the child day care facility shall be limited to 5:00 a.m. to 10:00 p.m. daily.
  - c. Approval of the conditional use permit is contingent on the facility being licensed in good standing by the state of Wisconsin as a child day care facility.

**Sec. 82-343. – Construction regulations.**

- (a) Any building used as a dwelling shall not be erected or structurally altered to exceed a height of 35 feet or 2.5 stories. All other buildings, i.e., any building not used as a dwelling, shall not be erected or structurally altered to exceed a height of 40 feet or three stories, but shall be subject to any more restrictive limitations on certain types of structures as set forth in this chapter.
- (b) Any building used as a dwelling shall further be subject to the following regulations:
  - (1) The floor area shall be a minimum of 950 square feet, excluding any attached garage.
  - (2) The building must be constructed on site or be a manufactured home attached to a foundation and shall meet the following minimum construction standards in addition to complying with all applicable codes:
    - a. Have a standing seam or ribbed pre-finished metal, wood-shake, asphalt or fiberglass shingle roof with a minimum slope of 2.5:12.
    - b. Have exterior wall coverings consisting of any of the following materials or combinations thereof:
      1. Aluminum, steel or vinyl siding;
      2. Wood or simulated wood; or
      3. Brick, stone or stucco.

- c. Be attached to a frost free (meaning constructed below the frost line) permanent foundation meeting the requirements of the state uniform dwelling code and approved by the building inspector, which surrounds the entire perimeter of the structure and completely encloses the space between siding and the finished grade.
- d. Manufactured homes must have any running gear and towing hitch removed and have an anchoring system that is totally concealed under the structure.
- e. Be constructed and installed pursuant to a building permit and subject to all required inspections to insure that the foundation and all on-site work is constructed to minimum standards and that a manufactured home is assembled or placed on-site in accordance with the manufacturer's instructions, and to assure that it is in compliance with standards regulating the anchoring of the structure to its foundation and other building requirements.
- f. Be properly connected to all applicable utilities.

#### **Sec. 82-344. - Area regulations.**

Area regulations in the RR-1 district shall be as follows:

- (1) *Front yard.* On each lot, there shall be a front yard having a depth of not less than 30 feet.
- (2) *Side yard.* On each lot, there shall be a side yard of not less than 15 feet.
- (3) *Rear yard.* On each lot, there shall be a rear yard of not less than 35 feet.
- (4) *Lot area; minimum lot dimension.* Each lot shall have an area of not less than .5 acres and preferably not more than five acres but shall in any event be no more than ten acres.
- (5) *Minimum width.* Each lot shall have a minimum lot width of 100 feet.
- (6) *Percentage of lot covered.* All structures, including all principal structures, and accessory structures (including permanent structures and temporary structures), shall not cover more than 30 percent of the area of the lot, nor shall the total of all detached accessory structures (including permanent structures and temporary structures) cover more than 30 percent of the rear yard.

#### **Sec. 82-345. - Rentals of dwellings for less than seven consecutive days prohibited in RR-1 district without conditional use permit.**

In the RR-1 district, the owner of a dwelling unit may not rent out such dwelling for occupancy of less than seven consecutive days, unless pursuant to a conditional use permit authorized pursuant to section 82-342.

#### **Sec. 82-346 - 82-359. - Reserved**

Sec. 82-552 of the CITY OF BERLIN Code of Ordinances shall be amended as follows:

**Sec. 82-552. - Principal use to be present.**

Except as otherwise provided hereafter, an accessory use or accessory structure in any zoning district shall not be established prior to the principal use or principal structure being present or under construction. On lots of five acres or more in RR-1, A-1 or A-2 districts, accessory structures may be constructed prior to the principal structure, so long as the accessory structure is consistent with a permitted use for that district. Any accessory use or accessory structure shall conform to the applicable regulations of the district in which it is located, except as specifically otherwise provided in this chapter.

Sec. 82-553 of the CITY OF BERLIN Code of Ordinances shall be amended as follows:

**Sec. 82-553. - Residential district area and construction regulations.**

An accessory use or accessory structure in a residential district, including R-1, R-2, R-3, and RR-1 districts, within the city may be established subject to the following area and construction regulations:

(1) *Accessory structure number and size limits.*

- a. In R-1, R-2, and R-3 districts, except as expressly stated otherwise hereafter in this paragraph subsection (1)a, in addition to the principal structure (which includes any attached garage), four play structures, and an unlimited number of additional accessory structures (whether permanent structures or temporary structures) may be placed on a lot, subject to all percentage of lot covered limitations and other area regulations for the applicable district. However, accessory structures (whether permanent structures or temporary structures) having an individual floor area of greater than 50 square feet shall be limited to a cumulative maximum of three per lot (except that chicken coops shall not be counted toward this three per lot limit), and shall be limited to a cumulative floor area cap of 1,400 square feet for lots less than one acre, which cumulative floor area cap amount shall be increased by 100 square feet for every additional acre (or portion thereof) of lot size above one acre, up to a maximum cumulative floor area cap of 1,800 square feet, again subject to all percentage of lot covered limitations and other area regulations for the applicable residential district. Also, the limitation of four play structures per lot shall not be applicable to public parks and playgrounds, schools (excluding home schools) and state licensed daycare centers.
- b. In the RR-1 district, there shall be no limit on the number or principal structures, but, except as expressly stated otherwise hereafter in this subsection (1)(b), in addition to principal structures, four play structures, and an unlimited number of additional accessory structures (whether permanent structures or temporary structures) may be placed on a lot, subject to all percentage of lot covered limitations and other area regulations for the RR-1 district. However, accessory structures (whether permanent structures or temporary structures) not used exclusively for farming or agricultural purposes having an individual floor area of greater than 50 square feet shall be limited to a cumulative maximum of three per lot (except that chicken coops shall not be counted toward this three per lot limit), and shall be limited to a cumulative floor area cap of 1,400 square feet for lots less than one acre, which cumulative floor area cap amount shall be increased by 100 square feet for every additional acre (or portion thereof) of lot size above one acre, up to a maximum cumulative floor area cap of 1,800 square feet, again subject to all percentage of lot covered limitations and other area regulations for

the RR-1 district. There shall be no limit on the number of accessory structures used exclusively for farming or agricultural purposes in the RR-1 district. Also, the limitation of four play structures per lot shall not be applicable to public parks and playgrounds, and conditional use permitted state licensed child care facilities.

(3) *Detached accessory structures.*

- a. Except as provided in subsection 82-22(a) or elsewhere in this chapter, and for signs, outdoor lighting, and as hereafter provided for accessory structures exceeding 50 square feet in floor area or used exclusively for farming or agricultural purposes, accessory structures shall not exceed 15 feet in height. Such 15-foot height restriction may be exceeded for accessory structures (whether permanent structures or temporary structures) exceeding 50 square feet in floor area if both of the following conditions are met:

1. The roof pitch of the accessory structure architecturally matches the roof pitch of the principal structure; and
2. The height of the accessory structure does not exceed the height of the principal structure.

Also, such 15-foot height restriction may be exceeded for accessory structures (whether permanent or temporary) which are used exclusively for farming or agricultural purposes.

- c. Except for signs, outdoor lighting, fences, and as provided in subsection 82-22(b) or elsewhere in this chapter, a detached accessory structures (whether a permanent structures or temporary structures) shall not be closer than ten feet to the principal structure, unless the applicable building code regulations in regard to one-hour fire-resistive construction are complied with.
- d. Except for signs, outdoor lighting, fences, and as provided in subsection 82-22(b), section 82-559, or elsewhere in this chapter, detached accessory structures (whether permanent structures or temporary structures) shall not be located in the front yard of any lot, except as follows:

1. ~~that~~ One play structure shall be allowed in the front yard of corner lots which have rear yards of 20 feet or less.
2. In the RR-1 district, on lots over one acre, there shall be no prohibition on detached accessory structures being located in the front yard.

- f. In addition to the construction regulations expressly applicable to accessory structures as set forth in this section, accessory structures which are not used exclusively for farming or agricultural purposes having an individual floor area of greater than 50 square feet shall be subject to all other construction regulations applicable to the residential principal structures in the applicable residential district in which the structure is located. In the event of a conflict between a construction regulation specified elsewhere in this section 82-553 ~~section~~ and a construction regulation for residential principal structures made applicable to certain accessory structures pursuant to this subsection, the construction regulations specified in this subsection shall govern.

Sec. 82-554 of the CITY OF BERLIN Code of Ordinances is hereby amended as follows:

**Sec. 82-554. - Residential use restrictions.**

Accessory uses or accessory structures in residential districts within the city shall not involve the conduct of any business, trade or industry, ~~except for home occupations as defined in section 82-4 as expressly allowed as a permitted or conditional use in that district.~~ Accessory structures shall not be used as a dwelling for human occupancy.

Sec. 82-560 of the CITY OF BERLIN Code of Ordinances shall be amended as follows:

**Sec. 82-560. - Outdoor lighting.**

- (a) *General outdoor lighting standards.* Outdoor lighting in any district shall always be directed away from neighboring properties and public streets in a way so as not to create a nuisance. In no case shall outdoor lighting in any district exceed .5 footcandles, measured four feet above grade at the lot line. Also, all such outdoor lighting shall be adequately shielded or hooded so that no excessive glare or illumination is cast upon adjoining properties. The height of outdoor lighting fixtures in R-1, R-2, and R-3 residential districts under this chapter shall not exceed 25 feet in height, measured from grade, except as provided in paragraph (b). The height of outdoor lighting fixtures in nonresidential districts other than R-1, R-2, and R-3 under this chapter shall not exceed 30 feet in height, measured from grade, except as provided in subsection paragraph (b).

...

Sec. 82-565 of the CITY OF BERLIN Code of Ordinances is hereby amended as follows:

**Sec. 82-565. - Outside storage of firewood.**

- (a) No person shall store firewood in the front yard of a R-1, R-2, or R-3 residentially zoned property within the city, except firewood may be temporarily stored in the front yard for a period of 30 days from the date of the delivery of such firewood.

...

Sec. 82-567 of the CITY OF BERLIN Code of Ordinances is hereby amended as follows:

**Sec. 82-567. - Fences.**

...

(c) *Residential district restrictions.*

- (1) In residential districts, including R-1, R-2, R-3, and RR-1 districts, closed, privacy type fences or hedges (meaning visibility through the fence or hedge is effectively blocked by having open gaps of less than .5 inch) shall not be permitted except in rear yards and those portions of side yards not located within the front yard. In R-1, R-2, and R-3 districts, residential fences or hedges in side and rear yards shall not exceed six feet in height, with the exception of any portion of side yard fences or hedges within the front yard, which shall not exceed four feet in height unless a conditional use permit is granted allowing the fence or hedge to be as high as six feet. In the RR-1 district, on lots not used for agricultural or farming purposes or not used for purposes of containing animals permitted to be kept on that lot, fences or hedges in side and rear yards shall not exceed six feet in height, except any portion of side yard fences or hedges within the front yard shall not exceed four feet in height unless a conditional use permit is granted allowing the fence or hedge to be as high as six feet. In the RR-1 district, on lots used for agricultural or farming purposes or used for purposes of containing animals permitted to be kept on that lot, fences or hedges in any yard shall not exceed eight feet in height. In R-1, R-2, and R-3 districts, and in the RR-1 district on lots not used for agricultural or farming purposes nor used for purposes of containing animals permitted to be kept on that lot, residential fences and hedges located in the front yard shall not exceed four feet in height, unless a conditional use permit is granted allowing such fences or hedges to be as high as six feet.
- (2) No fence, wall, hedge or shrubbery shall be erected, placed, maintained or grown along a lot line on a non-residentially zoned property, adjacent to a residentially zoned property, to a height exceeding eight feet.

...

Sec. 82-569 of the CITY OF BERLIN Code of Ordinances is hereby amended as follows:

**Sec. 82-569. - Metal buildings.**

In the R-1 and R-2 districts within the city, no metal buildings exceeding 100 square feet shall be permitted. In the RR-1 district, no metal buildings exceeding 100 square feet which is not used exclusively for farming or agricultural purposes shall be permitted.

Sec. 82-684 of the CITY OF BERLIN Code of Ordinances is hereby amended as follows:

**Sec. 82-684. - Trucks, tractors and road machinery.**

- (a) Motor vehicles over 12,000 pounds gross vehicle weight rated capacity and bearing a commercial registration, including school buses, and commercially licensed trailers, including semi-trailers, shall not be parked or stored in a R-1, R-2, and R-3 residential districts within the city, except when loading, unloading or rendering a service.

- (b) No person shall park, keep or maintain unenclosed over-the-road tractors, tractor trailers, semi-trailers, farm tractors in excess of six feet in width, dump trucks, auto wreckers and road machinery in R-1, R-2, and R-3 districts, except when loading, unloading or rendering a service on properties zoned as residential or multiple family residential dwellings within the city.

Sec. 82-797(d) of the CITY OF BERLIN Code of Ordinances is hereby amended as follows:

**Sec. 82-797. - Definitions and rules for sign groups, categories, and types.**

This section provides the definitions and rules related to signs groups, sign categories, and sign types. Additionally, Figure 82-800a lists the permitted signs by zoning district. Figure 82-800b and Figure 82-800c provide the regulations related to the number and size for these signs as they are applicable to each zoning district and/or sign type. Any sign type not addressed by this article shall be construed to be prohibited.

...

- (d) *Permanent miscellaneous signs group.* A permanent sign that is available to all sites in the city regardless of land use, with the exception of the community information sign, which is not permitted in R-1 Residential, and R-2 Residential, and RR-1 Rural Residential zoning districts.

- (1) Rules for all permanent miscellaneous signs,

- a. Permanent miscellaneous signs are available to all land uses, with the exception of the community information sign, which is not permitted in R-1 Residential, and R-2 Residential, and RR-1 Rural Residential zoning districts.

...

Sec. 82-800 of the CITY OF BERLIN Code of Ordinances is hereby amended as follows:

**Sec. 82-800. - Permitted signs rules.**

...

- (b) *Guide to Figure 82-800a.* If the letter "Y" appears for a sign type in a column, such sign is allowed without prior permit approval in the zoning districts represented by that column. If the letter "P" appears for a sign type in a column, such sign is allowed only with prior permit approval in the zoning districts represented by that column. If the letter "C" appears for a sign type in a column, such sign is allowed only with conditional use permit approval in the zoning districts represented by that column. Special conditions may apply in some cases. If the letter "N" appears for a sign type in a column, such a sign is not allowed in the zoning districts represented by that column under any circumstances.

...

- (2) All signs are permitted in a PUD district, but only as expressly allowed as part of an authorized development plan pursuant to Chapter 82, ~~Article~~ ARTICLE III, Division DIVISION 1516. For those signs that are permitted as part of such a development plan, a separate sign permit may or may not be required as indicated in Figure 82-800a.

- (3) *Key to Figure 82-800a and Figure 82-800b.* Figure 82-800a and Figure 82-800b, the headings have the following meanings:

Abbreviations Used in Figures 82-800a and 82-800b on the following page.	Zoning Districts or Uses
A	A-1 Agricultural District, Chapter 82, <del>Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 4</del>
B	B-1 Business District, Chapter 82, <del>Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 9</del> <u>10</u> and B-2 Business District, Chapter 82, <del>Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 10</del> <u>11</u>
C	C-1 Conservancy District, Chapter 82, <del>Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 2</del> and C-2 Conservancy District, Chapter 82, <del>Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 3</del>
INS	Institutional Uses. "Institutional Uses" shall mean, but shall not be limited to, public parks and playgrounds, schools, adult and child day care centers which do not meet the definition of a "family child care home" under Wis. Stat. § 66.1017 even if such a facility would otherwise meet the definition of a home occupation, churches, convents, libraries, hospitals, clinics, nursing homes, assisted living facilities, museums, and adaptive reuses of churches. For clarity, "Institutional Uses" shall also not mean single and two-family dwellings or bed and breakfast establishments.
M	M-1 Light Manufacturing District, Chapter 82, <del>Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 11</del> <u>12</u> , M-2 Medium Manufacturing District, Chapter 82, <del>Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 12</del> <u>13</u> , and M-3 Heavy Manufacturing District, Chapter 82, <del>Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 13</del> <u>14</u>
PUD	PUD Planned Unit Development District, Chapter 82, <del>Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 15</del> <u>16</u>
R1-2	R-1 Residential District, Chapter 82, <del>Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 6</del> and R-2 Residential District, Chapter 82, <del>Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 7</del>
R-3	R-3 Residential District, Chapter 82, <del>Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 8</del>
<del>RR-1</del>	<del>RR-1 Rural Residential District, Chapter 82, Article</del> <u>ARTICLE III, Division</u> <del>DIVISION 9</del>

**Figure 82-800a: Permitted Signs by Purpose/Configuration and Zoning District/Use**

<b>Zoning Districts</b>								
	<b>C</b>	<b>R-1/2, RR-1<sup>1</sup></b>	<b>R-3</b>	<b>INS<sup>1</sup></b>	<b>B</b>	<b>PUD<sup>2</sup></b>	<b>M</b>	<b>A</b>
<b>Permanent Business Sign Group</b>								
<b>Freestanding Sign Category</b>								
Dual Post Sign	C	P <sup>3</sup>	P	P	P	P	P	P
Monument Sign	C	P <sup>3</sup>	P	P	P	P	P	P
Pylon Sign	N	N	N	C	P	P	C	N
<b>On-Building Signs</b>								
Awning/Canopy Sign	N	N	P	P	P	P	P	N
Marquee Sign	N	N	N	P	P	P	P	N
Projecting Sign	N	N	N	P	P	P	P	N
Suspended Sign	C	N	N	P	P	P	P	N
Wall Sign	C	P <sup>3</sup>	P	P	P	P	P	P
Window Sign	C	P <sup>3</sup>	P	P	P	P	P	P
<b>Daily Notice Signs</b>								
Bulletin Board Sign	C	N	P	P	P	P	N	N
Drive-Through Sign	N	N	N	N	P	P	N	N
Menu Board Sign	N	N	N	N	P	P	P	N
Sandwich Board Sign	C	N	N	P	P	P	P	P
<b>Temporary Business Sign Group</b>								
<b>Temporary Board &amp; Banner Sign Category</b>								

Zoning Districts								
	C	R-1/2, RR-1 <sup>1</sup>	R-3	INS <sup>1</sup>	B	PUD <sup>2</sup>	M	A
<b>Permanent Business Sign Group</b>								
Board Sign	C	Y	Y	Y	Y	Y	Y	Y
Banner Sign	C	N	Y	Y	Y	Y	Y	Y
Waving Sign	N	N	N	Y	Y	Y	Y	N
Beacon/Search Beacon Sign	N	N	N	N	C	Y	C	N
Mobile/Portable Sign	N	N	N	N	Y	Y	Y	N
<b>Temporary Development Sign Category</b>								
Active Building Board Sign	P	P	P	P	P	P	P	P
Active Plat Board Sign	N	P	P	P	P	P	P	P

"Y" = Sign is allowed without prior permit approval.

"P" = Sign is allowed only with prior sign permit approval.

"C" = Sign is allowed only with prior conditional use permit approval.

"N" = Sign is not allowed in the zoning districts represented by that column under any circumstances.

*Table and footnotes continued as follows.*

Zoning Districts								
	C	R-1/2, RR-1 <sup>1</sup>	R-3	INS <sup>1</sup>	B	PUD <sup>2</sup>	M	A
<b>Permanent Miscellaneous Sign Group</b>								
<b>Identification &amp; Safety Sign Category</b>								
Address Sign	Y	Y	Y	Y	Y	Y	Y	Y
Building Management Identification Sign	Y	Y	Y	Y	Y	Y	Y	Y

<b>Zoning Districts</b>								
	<b>C</b>	<b>R-1/2, RR-1 <sup>1</sup></b>	<b>R-3</b>	<b>INS <sup>1</sup></b>	<b>B</b>	<b>PUD <sup>2</sup></b>	<b>M</b>	<b>A</b>
<b>Permanent Miscellaneous Sign Group</b>								
On-Site Warning Sign	Y	Y	Y	Y	Y	Y	Y	Y
On-Site Directional Sign	Y	Y	Y	Y	Y	Y	Y	Y
<b>Optional Miscellaneous Sign Category</b>								
Building Plaque Sign	Y	Y	Y	Y	Y	Y	Y	Y
Neighborhood Sign	N	P	P	P	P	P	P	P
Community Information Sign	P	N	N	P	P	P	P	N
<b>Temporary Miscellaneous Sign Group</b>								
<b>Yard Sign Category</b>								
Stake Sign	Y	Y	Y	Y	Y	Y	Y	Y
Frame Sign	Y	Y	Y	Y	Y	Y	Y	Y
Arm & Post Yard Sign	Y	Y	Y	Y	Y	Y	Y	Y
<b>Electronic Message Boards</b>								
Electronic Message Board	N	N	N	C	P	P	P	N

"Y" = Sign is allowed without prior permit approval.

"P" = Sign is allowed only with prior sign permit approval.

"C" = Sign is allowed only with prior conditional use permit approval.

"N" = Sign is not allowed in the zoning districts represented by that column under any circumstances.

Footnotes for Figure 82-800a:

- Columns marked for R-1/2, RR-1 shall apply to non-Institutional Uses only in R-1, and R-2, and RR-1 zoning districts. Institutional Uses in such zoning districts shall be governed by columns marked for INS.

2. All signs are permitted in a PUD district, but only as expressly allowed as part of an authorized development plan pursuant to Chapter 82, Article ~~ARTICLE~~ III, ~~Division~~ DIVISION 15.16. For those signs that are permitted as part of such a development plan, a separate sign permit may or may not be required as indicated in the columns marked for PUD.
3. Dual post signs, monument signs, wall signs, and window signs in the R-1, and R-2, and RR-1 zoning districts are allowed for home occupations and bed and breakfast establishments only. Signs for Institutional Uses in such zoning districts shall be governed by columns marked for INS.

**Figure 82-800b: Permitted Sign Characteristics for Permanent Business Signs by Zoning District**

Zoning Districts <sup>1</sup>								
	C	R- 1/2, <u>RR-1</u>	R- 3	INS	B	PUD <sup>8</sup>	M	A
Permanent Business Sign Group								
Freestanding Sign Category (includes Dual Post, Monument, and Pylon Sign Types)								
Sign Area Calculation	1 square foot of sign area per 1 lineal foot of public right-of-way frontage; or at least 50 square feet per lot <sup>2</sup>							
Maximum Area of all Freestanding Signs (per side)	50 sq ft	8 sq ft	25 sq ft	25/50/100/150 sq ft or 150/200 sq ft <sup>3</sup>	100/150 sq ft or 150/200 sq ft <sup>3</sup>	100/150 sq ft or 150/200 sq ft <sup>3</sup>	100/150 sq ft or 150/200 sq ft <sup>3</sup>	100 sq ft
Maximum Height - Dual Post or Monument Sign <sup>6</sup>	6 ft	6 ft	6 ft	8 ft	10 ft	10 ft	10ft	6 ft
Maximum Height - Pylon Sign	---	---	---	8 ft	25/40 ft <sup>4</sup>	25/40 ft <sup>4</sup>	25 ft	---
Number per Lot	1/2.5 <sup>5</sup>							
On-Building Sign Category (includes Awning/Canopy, Marquee, Projecting, Suspended, Wall, and Window Sign, if allowed in a zoning district)								
Maximum Area per Building Facade (except Window)	1 square foot per linear foot of building frontage. <sup>7</sup> Not to exceed 20% of wall area per building facade (or 10% in R1-2 zoning districts).							

Zoning Districts <sup>1</sup>								
	C	R- 1/2, <u>RR-1</u>	R- 3	INS	B	PUD <sup>8</sup>	M	A
Permanent Business Sign Group								
Window Signs	There is no limit in the number of Window Signs per lot or per building..							
Daily Notice Sign Category - If allowed in a zoning district, one Daily Notice Sign is permitted per business.								
Bulletin Board Sign (Max Area)	8	---	8	8	16	16	---	---
Bulletin Board Sign (Max Height)	8	---	8	8	8	8	---	---
Drive-Through Sign	Maximum Area: 24 sq ft Maximum Height: 8ft							
Menu Board Sign	Maximum Area: 8 sq ft Maximum Height: 4 ft							
Sandwich Board Sign	Maximum Area: 8 sq ft Maximum Height: 4 ft Maximum Width: 3ft							
Electronic Message Boards (in addition to maximum permitted signage area)								
Maximum Area (per side)	---	---	---	10 sq ft	25 sq ft	25 sq ft	10 sq ft	---

Footnotes for Figure 82-800b:

- ...
8. All sign characteristics in a PUD District may further be restricted as part of an authorized development plan pursuant to Chapter 82, ~~Article~~ ARTICLE III, Division ~~DIVISION~~ 1516.
- ...

Footnotes for Figure 82-800c:

1. See section 82-797(c) through (d) for additional regulations for specific sign types. All sign characteristics in a PUD District may further be restricted as part of an authorized development plan pursuant to Chapter 82, ~~Article~~ ARTICLE III, Division ~~DIVISION~~ 1516.
- ...

This Ordinance shall take effect the day after publication.

The numeric section numbers and headings of any portions of the CITY OF BERLIN Code of Ordinances affected by this Ordinance shall be subject to modification in the discretion of the codifier, and the approval of the CITY OF BERLIN Attorney, during codification into the CITY OF BERLIN'S current Code of Ordinances.

This ORDINANCE CREATING RR-1 RURAL RESIDENTIAL ZONING DISTRICT passed, approved, and adopted on March 11, 2025.

ROLL CALL VOTE:

\_\_\_\_\_AYES

\_\_\_\_\_NAYS

\_\_\_\_\_ABSENT

CITY OF BERLIN

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

ATTEST: \_\_\_\_\_  
JESSI L. BALCOM  
City Administrator/City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
MATTHEW G. CHIER  
City of Berlin Special Counsel

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Approval of Capital Improvement Plan Development – General Consulting Services Agreement with Robert W. Baird & Co. Incorporated  
**MEETING DATE:** March 11, 2025

**BACKGROUND**

In late 2024, Interim City Administrator Wessel, solicited proposals for a Capital Improvement Plan.

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 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.

## GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this "Agreement") is entered as of January \_\_, 2025, by and between the City of Berlin, Wisconsin ("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 the development of a Capital Improvement Plan ("CIP") and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client's decision to retain Baird to provide general 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 Services**

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

- Facilitate and Coordinate the CIP development and creation
- Develop and Review CIP Threshold Policy
- Develop CIP Introduction Narrative and Benefits
- Develop CIP Creation and Planning Process Timeline
- Assist in the development of the CIP, Fixed Asset Listing, Priority Rankings
- Attend and meet with department staff and elected officials during CIP development
- Provide CIP Component Templates (including but not limited to Summary of Funds, Funding Sources and Uses Graphical Charts, Sources and Uses by Department, Program and/or Project Description & Justification, Beyond 5-Year Period)
- Attend public meetings (in person or electronically) to present the CIP
- Attend governing body CIP adoption meeting
- Annual CIP Support

### **II. Financial Advisory or Underwriting Services**

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting, or other services that are directly related to any specific financings or offerings. Client understands that the term "financial advisory services" means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such issuance.

If Client proposes, determines, or undertakes to affect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird's primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm's-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

### III. Compensation and Terms of Payment

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

A fixed fee equal to \$7,500 payable within 10 business days upon completion of the Scope of Work as outlined above. The Client shall have the option to have Baird annually update the CIP at an annual rate of \$750 per year, payable by December 31<sup>st</sup> in the year of the update.

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.

### IV. 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.

### V. 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.

### VI. 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.

### VII. 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.

### VIII. 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.

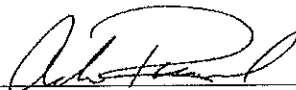
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of Berlin

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

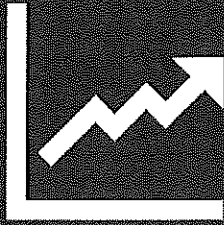
City Administrator

Robert W. Baird & Co. Incorporated

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

Mr. Adam Ruechel, Vice President

Cc: Mr. Bradley Viegut, Managing Director

**BAIRD**

## Capital Improvement Planning Model

Wisconsin municipalities face unique fiscal challenges – and you deserve a partner with the experience and understanding to address them. The Public Finance Team at Baird has created the Baird Capital Improvement Planning Model. This tool can be updated annually to aid in the budget process and ensure that attention is paid to funding priorities for facilities, maintenance and capital projects.

The Baird Capital Improvement Planning Model is a short- and long-term plan for physical development and infrastructure investment within a municipality.

*Customized to your municipality, Baird's Capital Improvement Planning Model brings clarity to your municipality's financial planning goals with a comprehensive tool designed to help guide future decisions.*

To learn how this valuable tool can serve your municipality, contact Public Finance Specialist Adam Ruechel at 920-433-7373 or [aruechel@rwbaird.com](mailto:aruechel@rwbaird.com).

### Why do I need a Capital Improvement Plan?

Utilizing the Baird Capital Improvement Model creates a working blueprint for sustaining and improving communities' infrastructure. The model helps leaders make good planning choices based on specific goals and resources.

### Benefits

- Assists municipalities in anticipating needs rather than reacting to problems in the moment.
- Provides leaders time to implement projects gradually opposed to all at once.
- Community/staff involvement throughout the process.
- Provides way to inventory and track current and anticipated capital expenditure needs.
- Provides financially stable approach to spending over multiple year.
- Easy to understand public document to build community support and maintain public trust.
- Positive evaluation factor by credit rating and grant funding agencies.
- Links strategic and comprehensive plans with fiscal capacity.
- Integrates into annual budget process.
- Updated annually.
- Helps determine most economical means of financing a project.

Customized to your municipality, Baird's Capital Improvement Planning Model brings clarity to your municipality's financial planning goals with a comprehensive tool designed to help guide future decisions.

### Wisconsin Municipal Business Solutions Team

**Brad Viegut**  
Managing Director  
414-298-7540  
[bvegut@rwbaird.com](mailto:bvegut@rwbaird.com)

**Justin Fischer**  
Managing Director  
414-765-3635  
[jfischer@rwbaird.com](mailto:jfischer@rwbaird.com)

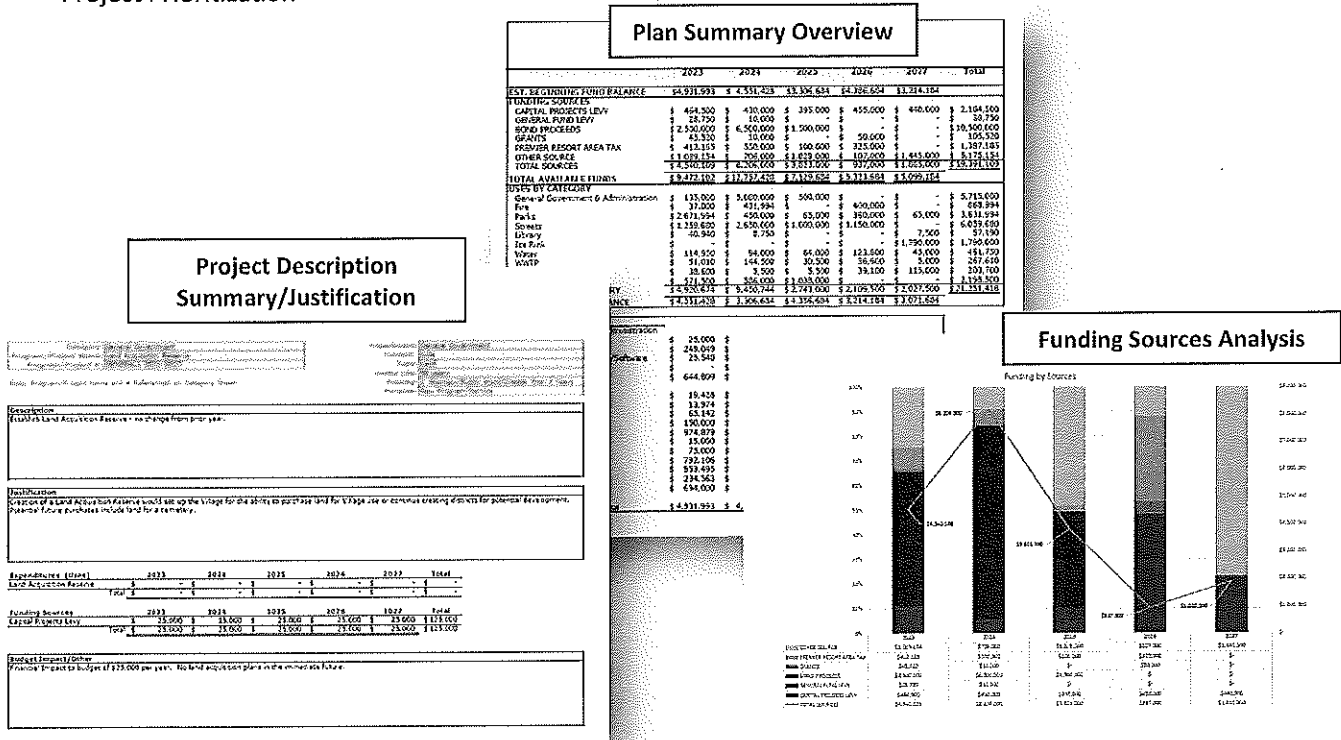
**Kevin Mullen**  
Director  
414-765-8709  
[kmullen@rwbaird.com](mailto:kmullen@rwbaird.com)

**Adam Ruechel**  
Vice President  
920-433-7373  
[aruechel@rwbaird.com](mailto:aruechel@rwbaird.com)

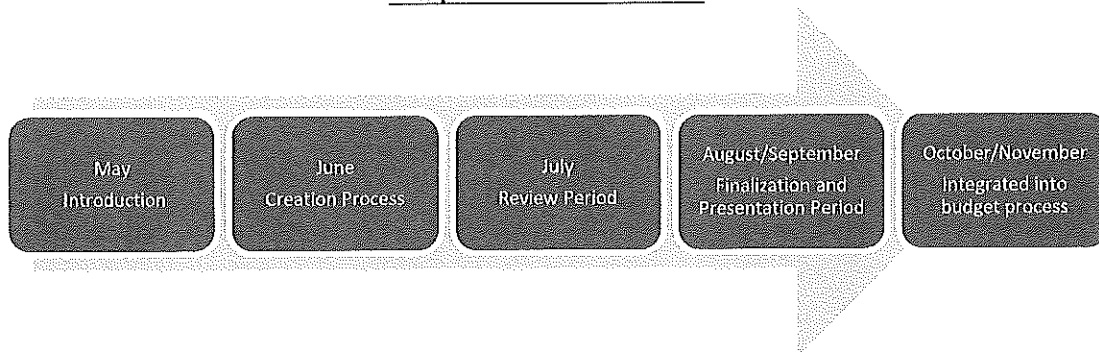
## What belongs in a CIP?

In general, the Baird Capital Improvement Planning Model includes the following elements:

- Policy Information
- Plan Summary
- Department Summaries/Justification
- Proposed Plan Funding Sources
- Estimated Project Timelines
- Project Prioritization



## Sample Process & Timeline



## Wisconsin Municipal Business Solutions Team

**Brad Viegut**  
Managing Director  
414-298-7540  
bviegut@rwbaired.com

**Justin Fischer**  
Managing Director  
414-765-3635  
jfischer@rwbaired.com

**Kevin Mullen**  
Director  
414-765-8709  
kmullen@rwbaired.com

**Adam Ruechel**  
Vice President  
920-433-7373  
aruechel@rwbaired.com

**CITY OF BERLIN  
COMMON COUNCIL 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 11, 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 approve the Dissemination Agent Services Agreement with Robert W. Baird & Co. Incorporated.

And

Motion 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 Market 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: (i) 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.

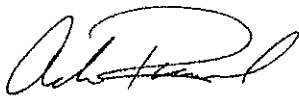
IN WITNESS WHEREOF, BAIRD as Dissemination Agent and City of Berlin, Wisconsin have caused this Agreement to be executed, on the date first written above, by their respective authorized officers.

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.



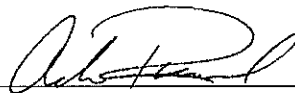
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**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  
COMMON COUNCIL MEETING  
STAFF REPORT**

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Approve Strategic Plan Proposal  
**MEETING DATE:** March 11, 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. At the March 5, Committee of the Whole meeting the Council reviewed sample finished work products from each firm.

**SUGGESTED MOTION**

Motion to approve the Strategic Plan Development services proposal provided by CP2 Consulting utilizing ARPA funds.

# City of Berlin

## Proposal for Comprehensive Strategic Plan Services



**December 2024**

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Prepared by: CP2 Consulting



## Strategic Plan Proposal for Berlin, WI

---

December 26, 2024

Diane Wessel  
City of Berlin, WI

RE: Comprehensive Strategic Plan Proposal

Dear Diane Wessel,

CP2 Consulting is pleased to submit our proposal to assist the City with Strategic Planning services. The following approach/framework specifically addresses the organization's desired outcomes as we understand them. The following proposal outlines how CP2 Consulting can address the following needs:

- Conduct internal and external stakeholder engagement activities via varied methods such as focus groups, online surveys, and interviews;
- Facilitate the development of the organization's mission, vision, and values to set organizational priorities and the City's overall strategic direction;
- Facilitate a strategic Plan workshop, including SWOT analysis, with the City's elected officials and senior leadership to develop short-term and long-term organizational goals that can be monitored;
- Facilitate a governance session;
- Provide a final summary report of the strategic plan process and outcomes.

As the attached proposal reflects, we have considerable experience facilitating strategic planning and implementation processes like the one envisioned for City of Berlin. CP2 Consulting specializes in serving public sector clients. I will be the one of two consultants for this project, and my career has been focused on roles either in local government or nonprofits, including as the former Executive Director of the Wisconsin City County Management Association. My Master of Public Administration (MPA) degree includes a specialization in public leadership and strategic management, and I hold a certification in Strategic Planning endorsed by George Washington University and the Baldrige Foundation. Winnie Frankel, who will also be working on this project, has a Master of Social Work (MSW) degree, a Clinical License (LCSW,) as well as a bachelor's degree in organizational communication and political science. Her career has focused on facilitating understanding and organizational consensus in public, professional, and academic settings. The CP2 Consulting team has a long-standing commitment to strategic thinking, cultivating leadership, transparent practices, and measurable results.

Thank you for the opportunity to provide these services to the City of Berlin.

Sincerely,



Cory Poris Plasch, President/CEO  
CP2 Consulting, Inc.

# Project Approach

Strategic planning, at its core, is establishing a clear direction forward for the organization in alignment with its mission and core values.

The CP2 Consulting strategic planning methodology is based upon leading practices in strategic planning, refined and continually updated based upon industry trends and knowledge gained through client engagements. Organizational culture is a key component in meeting strategic goals, and we employ and promote strategies to create a Learning Culture, where growth, curiosity and authenticity prevail. Our methodology is comprehensive and thorough, while remaining flexible enough to meet the specific needs of our clients.

In the following proposal, CP2 Consulting recommends a multi-phased, participative format to engage City leadership and staff to shape the desired future direction of the City.

## Phase 1: Strategic Plan Development

### Phase 1A: Project Launch

This phase involves project start-up activities, including:

1. Project review meetings with key City project staff to confirm the scope of work and expected outcomes;
2. Provide an overview of the strategic plan process;
3. Review history and current fit of mission, vision and values of the organization and determine the extent of needed adjustments;
4. Identify and confirm stakeholder involvement and the overall environmental scanning process elements; and,
5. Discuss current organizational culture.

The purpose of this phase is to confirm the overall project scope and intended outcomes and make any necessary refinement to the project Plan and budget.

### Phase 1B: Stakeholder Engagement

Stakeholder engagement is a key component of the strategic planning effort as it allows you to understand your organization from a variety of perspectives.

- Internal stakeholders – refers to individuals or groups who are within the organization by virtue of being elected to or employed/appointed by the organization, including employees at all levels. Internal stakeholders are essential to successful implementation of the strategic plan and their input should be considered and incorporated into the strategic planning process.
- External stakeholders – refers to individuals or groups who are outside the organization but are impacted by the actions of the organization and the quality of life in the community. These include, but are not limited to, businesses, neighborhoods, residents of all ages, historically underrepresented populations, special interest groups, and other taxing jurisdictions.

There are two avenues proposed for collecting original stakeholder feedback specific to this project, including:

- Online survey of stakeholders. These surveys can be targeted to internal or external stakeholder groups, a subsection of internal or external stakeholder groups, and/or the entire community. A

semi-custom survey is developed collaboratively between the Administrator and/or other key staff and the consultant. The survey is administered by the consultant and the raw data is owned by the consultant but upon request will be anonymized and shared with the client. *For this project, a community survey is recommended.*

- **Invitational Focus groups.** These groups are facilitated by the consulting team with groups identified and invited by the client. The sessions run approximately 90 minutes and consist of ten to 12 individuals from each of the selected stakeholder groups. Groups can be either internal or external stakeholders. While some information may be gathered during the Comprehensive Plan data collection process, it is often helpful to have a more thorough understanding of internal operations and strategic opportunities for the organization through dedicated employee focus groups. Additionally, direct stakeholder engagement helps to build buy-in for the strategic Plan process, an important consideration for successful implementation. *For this project, three focus groups are recommended, one consisting of city staff, one of residents, and a third to be determined at a later time.*

Both proposed stakeholder engagement activities include:

1. Discussion and finalization of methods to be used (e.g., focus groups – number and types, etc.).
2. Facilitation of the process with selected approaches.
3. Summarization and presentation of results derived from the raw data.

*It is the responsibility of the City to secure any facilities or meeting rooms as well as coordinate invites needed for stakeholder engagement. The City will coordinate with CP2 Consulting for room arrangements/set-up, participant list, and refreshments for all workshops and project sessions. The City should check with its legal counsel to make sure all meeting postings are consistent with any open meetings act procedures. The City is responsible for reviewing and securing facilities including technology or equipment, supplies and/or other ancillary logistical items, as well as refreshments and any associated costs.*

### Phase 1C: Understanding the Operating Environment

The introductory step in the strategic planning process is to understand the operating environment. In addition to the stakeholder data in Phase 1B above, this is accomplished in the following four ways: (1) an Environmental Scan; (2) an Organizational Profile; (3) interviews with members of the elected board; and (4) a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis.

- **Conduct Environmental Scan**

An environmental scan is a thoughtful analysis and evaluation of the strategic environment facing the organization. Environmental factors affecting the organization's operative environment should be reviewed, including financial and economic conditions, demographics, political and intergovernmental relations, citizen and stakeholder issues, technology changes, environmental sustainability, and the regulatory environment. This will be generated by the staff with guidance from the consultant.

- **Develop Organizational Profile**

An organizational profile is a snapshot of your organization, the key influences on how it operates and the key challenges it faces. Information regarding organizational structure, work processes, staff capacity and capabilities, and the strategic environment are included. Employee focus group data can help inform the organizational profile along with employee surveys and other internal documents. This will be generated by the staff with guidance from the consultant.

➤ Interviews

Interviews with members of the elected board will be conducted to introduce the consultant(s) and acquire the perspective of the elected leadership regarding the current environment, challenges, and issues.

➤ SWOT Analysis

A SWOT questionnaire is administered in advance of the strategic planning retreat to all strategic planning participants. This provides a leadership perspective on the current internal and external environments. The SWOT is administered by the consultant to ensure anonymity; candor by participants is encouraged to uncover and understand strategic issues. The data generated is used at the strategic planning sessions.

### **Phase 1D: Strategic Plan Workshops**

#### **Governance Session**

This session includes the governing Board and staff leadership team and is focused on establishing a collective, working understanding of rules, roles and norms for individuals and the group. The consultants will review opportunities to enhance responsible and effective team interaction by increasing awareness of successful group communication dynamics. The session will enhance responsible and effective team interaction by increasing awareness of successful group communication dynamics.

#### **Strategic Planning Session #1 – Review Stakeholder Feedback, Environmental Scan, and Organizational Profile**

This session includes the governing Board and leadership team and is dedicated to reviewing the results of the internal and external stakeholder feedback, the environmental scan, and the organizational profile. The consultants will present focus group and survey results (if applicable); the staff will present the organizational profile and environmental scan. The session concludes with a facilitated discussion amongst the governing Board regarding issues raised. (This session is typically one hour or less in length and can be combined with a regularly scheduled Board meeting or work session)

#### **Strategic Planning Session #2 – Facilitate Strategic Discussion, Mission, and Vision Review, and Strategic Goal Development**

This session includes the governing Board and leadership team and focuses on reviewing or confirming organizational purpose, examining the operating environment, and establishing strategic goals. The impact of organizational culture will be discussed via a facilitated conversation. The current mission, vision, and values will be reviewed and updated as appropriate. A facilitated process is held to generate a list of organizational challenges and a resulting set of strategic goals. The group's effort will be informed by the results of the information generated by the scan, profile, and results of the SWOT questionnaire. (This session is typically 3-4 hours and is the morning session of a one-day retreat, combined with Session #3)

#### **Strategic Planning Session #3 – Establish Outcomes, Key Indicators, Targets**

This session includes the government Board and leadership team and is dedicated to defining a set of outcomes, key performance indicators, and targets to measure progress towards the strategic goals established in Session #2. Measures are established with the priority of establishing clear alignment between all measures, resulting in buy-in through all levels of the organization. (This session is typically 3-4 hours and is the afternoon session of a one-day retreat, combined with Session #2)

### Phase 2: Implementation Strategy and Plan

Achieving strategic goals can be a daunting challenge unless deadlines and accountability measures are put into place. CP2 Consulting will work to develop an implementation strategy that clearly demonstrates how employees throughout the organization play a role in breathing life into the strategic goals and overall strategic plan that is intended to guide the community forward over the next 3-5 years.

CP2 Consulting will work with the City to assemble an Implementation Team, representing staff from multiple levels and job functions throughout the organization. The Implementation Plan development process aligns efforts to ensure that every department works together in a complementary fashion as they achieve measurable progress towards common goals. We will discuss resources for tracking progress using systems ranging from spreadsheets to software, depending on your organizational preference.

#### **Strategic Plan Implementation Session—Develop Strategic Initiatives**

This session is conducted with the Implementation Team and focuses on cascading the strategic plan throughout the organization through the development of initiatives. Project plans will be introduced as a method to define milestones that measure progress on initiatives, providing accountability. Options to manage the Strategic Plan progress, including internal tracking or using external software, will be determined with the leadership team. A Strategic Plan Final Report that includes an Executive Summary will be submitted once initiatives are established. (This session is generally 3 hours)

### Company Information

#### Firm Overview

CP2 Consulting is a woman-owned strategic planning and organizational development company that works with local governments to create and implement strategic plans that achieve measurable outcomes. Our company provides data-based solutions that enable organizations to actively engage stakeholders, define future outcomes with significant impact and implement result-oriented strategies to meet those goals. We incorporate leading performance management practices to help our clients measure and analyze performance data and implement strategies to achieve results with considerable impact.

CP2 Consulting was founded in 2021 by Cory Poris Plasch, an experienced local government and 501(c)3 nonprofit leader passionate about helping the public sector and nonprofits achieve significant impact and results. Since 2015 she has worked with municipalities in numerous states, assisting them in stakeholder engagement, developing measurable and impactful strategic plans, and designing implementation plans that inspire the entire organization. CP2 Consulting works primarily with clients in Wisconsin, Illinois, Tennessee, and Iowa. Current Wisconsin clients include Burlington, Mukwonago, Shorewood Hills, Appleton, and Franklin.

#### Project Members

**Cory Poris Plasch, MPA, President/CEO of CP2 Consulting.** Cory has served in variety of leadership positions in the public and private sector including Executive Director of the Wisconsin City/County Management Association, Membership Director for the Alliance for Innovation, and most recently as Vice President of Strategic Development at POLCO. Her local government experience ranges from 911 Dispatcher to the City Manager's Office in several communities. She speaks across the country on topics including the use of data, implementation of strategic plans, engaging hard-to-reach populations, and innovation in local government. She has a master's degree in public administration from Northern Illinois University and a certification in strategic planning from George Washington University. She has been assisting local governments with stakeholder engagement, developing performance measures, and establishing a learning culture since 2015.

Cory can be reached at:

Office: 262-362-8841

Cell: 630-476-0763

Email: [cory@cp2-consulting.com](mailto:cory@cp2-consulting.com)

**Wilyna (Winnie) Frankel, LCSW, Senior Manager, Training and Stakeholder Engagement.** With over 20 years of professional experience in leadership and communication, Winnie is an adept facilitator. She has extensive experience working as a liaison between residents, elected officials, and city staff. She specializes in the collaborative process necessary to engage stakeholders in meaningful and productive discussions. She has a bachelor's degree in organizational communication and political science, and a master's degree in social work. Over the last ten years, Winnie has worked in a variety of settings including as a school social worker and coordinating public relations for a State Representative and has served on the Strategic Planning Advisory Committee for the City of Geneva, IL since 2018, most recently as Committee Chair.

### References

CP2 Consulting has worked with numerous clients on strategic plans, and strategic plan implementation. References include:

Matt Harline, Village Manager, Villa Park, IL  
E-mail: mharline@invillapark.com Phone: 630-592-6052 (O)

*Villa Park, IL had struggled with lack of specific performance indicators and clear outcomes in past strategic plans, impacting their ability to implement their plan successfully. The plan is already producing tangible results, informing decisions about the upcoming budget and helping the Village understand what data they need to better understand in order to meet strategic plan goals. (case study and adopted strategic plan attached)*

Anna Christopherson, Assistant City Manager, Whitefish Bay, WI  
E-mail: A.Christopherson@wfbvillage.gov Phone: 414-962-6690 (O)

*Whitefish Bay, WI was new to the strategic planning process, but with a highly educated community that desired better understanding of their local government, they enlisted CP2 Consulting to draft their first plan. Despite their Village Manager leaving during the stakeholder engagement portion of the process, the strategic plan continued, providing a road map of priorities for the community into the future. (adopted strategic plan attached)*

Phil Kiraly, Village Manager, Glencoe, IL  
E-mail: pkiraly@villageofglencoe.org Phone: 847-461-1101 (O)

*Glencoe, IL is a high-performing local government that adopted an ambitious strategic plan in FY 2019. With their team over-extended, they desired a right-sized strategic plan with a clear implementation strategy to ensure successful accomplishment of the Village's long-term goals. (case study and draft strategic plan attached. Strategic plan has been reviewed by the Board and is anticipated to be adopted at the November 21<sup>st</sup> meeting)*

Brian Mooney, Village Administrator, Shorewood Hills, WI  
Email: BMooney@shorewood-hills.org; Phone: 608-267-2680 (O)

*Shorewood Hills, WI was new to the strategic planning process and with a brand-new administrator, the timing was right to develop a unified vision for the Village, to provide guidance now and into the future. Cory worked with the board and staff to establish strategic direction, leading to common goals and measurable targets that this small organization felt were achievable but would also make a significant impact. (Strategic plan report is anticipated to be adopted at the January 2025 Board meeting).*

## Strategic Plan Proposal for Berlin, WI

### Schedule

The strategic planning meeting activities and workshops will be held on dates that are mutually convenient for both the City's participants and CP2 Consulting. The completion date will be dependent on the timing and sequence of the various planning components and leadership workshops. The following is a sample timeline for the recommended multi-phased approach:

### Sample Project Plan

STEP	POTENTIAL DATES*	ACTIVITIES
Project Initiation	January 1st	Project planning, meeting(s) with key project staff
Development of Environmental Scan, Organizational Profile	January 1 <sup>st</sup> – February 3 <sup>rd</sup>	Review and analysis of data; draft Environmental Scan, Organizational Profile
Stakeholder Engagement	January 15 <sup>th</sup>	Focus Group and community survey preparation, execution and follow up
Data review, preparation	February 3 <sup>rd</sup> – 10 <sup>th</sup>	Synthesis of data; focus group and community survey reports; presentation preparation
Governance Session	February 5 <sup>th</sup>	Governance Session with elected officials and senior staff
Strategic Planning Session #1	February 14 <sup>th</sup>	Review Focus Group Feedback, Environmental Scan, Organizational Profile, Meeting preparation and follow up
SWOT Survey and Interviews	February 15 <sup>th</sup> – 24 <sup>th</sup>	SWOT survey, interviews with City Leadership Team
Strategic Plan Session #2- Executive Team Retreat	February 25 <sup>th</sup>	Meeting preparation, Strategic Plan session including review and updating of mission, vision, and values as appropriate, determine Goals
Strategic Plan Session #3	March 5 <sup>th</sup>	Meeting preparation, Strategic Plan session including Establish Outcomes, Key Indicators, Targets
Summary Report including Executive Summary	April 31 <sup>st</sup>	Professionally designed report submitted for client review

*^Hours include all planning, preparation, execution, and follow-up from activities.*

*\*Dates to be confirmed after initial project meeting between the City project staff and CP2 Consulting*

## Budget

### Breakdown of Costs

The fee for this project (including stakeholder engagement) is:

\$12,500

Payments shall occur according to the following schedule:

1. Twenty-five percent (25%), upon execution of the agreement.
2. Twenty-five percent (25%) 60 days after the execution of the agreement
3. Twenty-five percent (25%) 90 days after the execution of the agreement
4. Twenty-five percent (25%) upon submittal of final report
5. Payments shall be made upon receipt of invoice

If this proposal is acceptable, please sign below and return one copy to Cory Poris Plasch at [cory@cp2-consulting.com](mailto:cory@cp2-consulting.com)



December 26, 2024

\_\_\_\_\_  
Cory Poris Plasch

\_\_\_\_\_  
Date

Approval:

\_\_\_\_\_  
for Berlin, WI

\_\_\_\_\_  
Date

**CITY OF BERLIN  
COMMON COUNCIL 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 11, 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 approve Resolution #2025-02 Adopting Waushara County Hazard Mitigation Plan.

RESOLUTION #2025-02

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A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN  
ADOPTING THE WAUSHARA COUNTY HAZARD MITIGATION PLAN

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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, ADOPTED, AND APPROVED, this 11<sup>th</sup> day of March 2025.

Roll Call Vote:

\_\_\_Ayes \_\_\_Nays \_\_\_Absent

CITY OF BERLIN

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Joel Bruessel, Mayor

Attest:

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Jessi Balcom, City Administrator/Clerk/Treasurer

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Application Process and Permit Form establishment for Child Safety Zones  
**MEETING DATE:** March 11, 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 approve the Child Safety Zones Exception Permit Form and the petition process as outlined within the form.

<b>City of Berlin</b>  <b>46-173(9)</b>	<b>City of Berlin</b> <b>Child Safety Zone Exceptions – Permit Form</b>					
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. <b>YOUR PERMIT WILL NOT BE CONSIDERED UNTIL ALL DOCUMENTATION IS RECEIVED.</b> 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. <b>YOUR PERMIT WILL NOT BE CONSIDERED UNTIL YOU PROVIDE SUCH PROOF.</b>						
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	NO
			YES	NO	YES	NO
			YES	NO	YES	NO
			YES	NO	YES	NO
			YES	NO	YES	NO
			YES	NO	YES	NO
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 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup>			
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 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup>			
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 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup>			
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)						

<b>SEXUAL OFFENSE #4</b>		<input type="checkbox"/> ADULT <input type="checkbox"/> JUVENILE		OFFENSE DEGREE (Circle one) 1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup>	
<b>OFFENSE DESCRIPTION</b>					
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)					
<b>CRIMINAL HISTORY</b> LIST ALL PREVIOUS CRIMINAL CONVICTIONS BELOW: <input type="checkbox"/> Additional space needed, check box if sheet(s) attached					
CRIME	OFFENSE YEAR	LOCATION			
<b>COMPLETED TREATMENT PROGRAM(S)</b> <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. <b>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).</b>					
<input type="checkbox"/>	<b>SUBJECT</b>	<b>NAME(S) OF COMPLETED TREATMENT PROGRAM(S)</b>			
<input type="checkbox"/>	SEX OFFENDER				
<input type="checkbox"/>					
<input type="checkbox"/>	ANGER				
<input type="checkbox"/>					
<input type="checkbox"/>	ALCOHOL				
<input type="checkbox"/>					
<input type="checkbox"/>	DRUGS				
<input type="checkbox"/>					
<b>DEPARTMENT OF CORRECTIONS AGENT SIGNATURE (Required)</b>					
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.					
<b>SIGNATURE</b> ➡					
<b>PRINT</b> ➡					<b>DATED</b> ➡
<b>COMMUNITY (TIES) AND SUPPORT</b>					
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"/>	<b>NETWORK</b>	<b>NAME(S)</b>			
<input type="checkbox"/>	FAMILY				
<input type="checkbox"/>					
<input type="checkbox"/>	WORK				
<input type="checkbox"/>					
<input type="checkbox"/>	CHURCH				
<input type="checkbox"/>					
<input type="checkbox"/>	FRIENDS				
<input type="checkbox"/>					
<input type="checkbox"/>	OTHER SUPPORT				
<input type="checkbox"/>					
<b>SIGNATURE</b>					
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.					
<b>SIGNATURE</b> ➡					
<b>PRINT</b> ➡					<b>DATED</b> ➡

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

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

- 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;

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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;

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- (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

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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)

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**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)