



City of Berlin - Department of Planning and Development

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

MEMO

TO: Common Council
FROM: Planning and Development Director
RE: 208 Broadway. TID Building Improvement Program Application
DATE: April 8th 2025

BACKGROUND

Included is the updated spreadsheet detailing expenses and the projected balance. Since the last presentation, the Common Council may observe that all approvals from 2022 have been finalized. Currently, there are two applications with an outstanding balance of \$1,240.51 for 2023. Additionally, there are two applications: one has \$3,001.63 remaining to be granted, while the other, which has not yet commenced, has \$20,000 available for granting. As of now, there is a total of \$23,040.77 approved for granting in 2025.

APPLICATION FISCAL ANALYSIS

The request for \$10,000.00 is supported by the property owner's own investment and already approved BCDC Loan, which includes upgrades of the frame, walls, and ceiling, new lighting, a new exterior and interior door all eligible expenses which will stay with the building. There are adequate funds available to approve this request.

DISCUSSION

The staff's evaluation of the application indicates this request fits with the intention of the program where work has not yet been started, this would not be able to be executed without TID funding, and it will improve the life and function of this building within the TID boundaries. This is the other part of the application previously referenced when they came before Common Council last month with just the Façade Improvement Application.

SUGGESTED MOTION

Approve the request as presented, given the quotes just include \$6,831.70 in eligible expenses the approval would be for \$3,415.85.



City of Berlin TID # 15

Building Improvement Program Application

Applicant Information:

Name(s): Kevin R. Resop

Phone # (cell): 920-290-2152 (home): — (work): —

Residential Address (street, city, state, zip): 588 S.W. Central St Berlin WI 54923

Email: Kr4729@ymail.com

Business Information:

Business Name: Fish Reel Sports and More LLC

Business Address: 208 Broadway St. Berlin WI 54923

Business Phone #: —

Type of Business: Retail Store - fishing/sporting goods/Live bait

Check One: ☒ ^{LLC} Individual ☐ Partnership ☐ Corporation

Name of Partners/Corporate Officers: Kevin R. Resop 100% owner

Property Owner:

☒ Check if the same as Applicant

Name(s): Wingate Foxen Properties - managed by Blue Frog

Phone # (cell): 771-4518051 (home): 920-921-9006 (work): 920-251-9006 (manager)

Residential Address (street, city, state, zip): 1051 S. Washburn St Ashkesh WI 54904

Email: —

Blue
Frog

Project Information:

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

We will frame & insulate walls & ceiling. Put in new lights, put in new exterior door and put in new interior door for this room. Installing ceiling fan

in main room. New door from 2nd room to hallway by office. Install new door from back room with glass doors →

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

This will improve the building - the back room alone is just a plain cold ~~room~~ ^{space} room. will help heat the rest of next room because of the insulation. The new outside door will help to keep cool/heat out. Ceiling fan will help circulate the air. Exhaust fan in bathroom will help air quality.

Estimated start date: ASAP/now Estimated completion date: June 2025

Project Budget:

Total Cost: \$10,000.00 plus

Total Cost requesting from building program: \$10,000.00 +

Source of other funding: BCDC low interest loan & personal funding

Applicant(s) signature(s): 

Date: 4-1-2025

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

Date received in Clerk's Office: _____

Received by: _____

Date of Next CC meeting: _____

into where old kitchen was/is. Install milkhouse panels in walls
behind where fish (Bait) tank will go. The counter ~~top~~
is already done that will stay for another visit
to have.

Checkout Counter + Center Counter

6-2x4x12	\$ 5.75	\$ 34.32
6-2x4x8	\$ 3.34	\$ 20.04
1-3" Screws	\$ 10.98	\$ 10.98
1-Countertop	\$ 259.32	\$ 259.32
4-Pegboard	\$ 23.98	\$ 95.92
		<hr/>
		\$ 420.58
		\$ 21.03 Tax
		<hr/>
		\$ 441.61

Back room + Doors
lights + fan

Supply list

16	JL 26	.99		15.84
16	JL 24	.99		15.84
32	2x4x12	6.12	102-1127	195.84
2	2x4x20	10.19 12.19	102-1169	24.38
18	2x6x14	12.19	102-1787	219.42
17	4x8 Polywall	26.96	507-2787	458.32
10	4x8 Ranch Stucco	38.99	505-2026	389.90
8	R-19 insulation	31.00	161-6106	248
1	Hunter Ceiling Fan	399.99	52312	399.99
1	ThermaFlex Duct	51.99	639-9390	51.99
2	Patriot Lighting	109.99	348-2169	219.98
1	Room 2 Door 36" RS	174.75	400-3430	174.75
1	Bathroom Door 32" LS	174.75	400-3430	174.75
1	Back Door 32" LS	174.75	400-3430	174.75
1	Paint Room Door 30" LS	189.00	411-0621	189.00
1	Back outside Door 36" RS	170.50	400-0446	170.50
1	Ventus Duct Fan	189.99	TT PRO150	189.99
3	Lockable Keyed Door Knob	15.97	440-0123	47.91
2	Door Knob	14.47	440-0125	28.94

\$ 3390.09

Labor \$ 3000.00
6390.09

2022

Applicant Name	Program	Date of CC Approval	Result	Granted	Paid	Differential	Note
The Pet Puddle	Façade Improvement	8/9/2022	Approved	\$ 1,150.00	\$ 1,150.00	\$ -	
	Building Improvement	10/11/2022	Approved	\$ 4,750.00	\$ 4,750.00	\$ -	Adjusted Amount
Riverside Coffee Co.	Building Improvement	10/11/2022	Approved	\$ 5,113.85	\$ 5,113.85	\$ -	
	Building Improvement	10/11/2022	Approved	\$ 869.00	\$ 869.00	\$ -	
Bijaks Culinary Café	Façade Improvement	10/11/2022	Approved	\$ 5,000.00	\$ 5,000.00	\$ -	
	Building Improvement	10/11/2022	Approved	\$ 15,000.00	\$ 15,000.00	\$ -	
Idlewild Holdings LLC	Building Improvement	10/11/2022	Approved	\$ 12,100.00	\$ 12,100.00	\$ -	Adjusted Amount
Mama's Deli LLC	Façade Improvement	11/8/2022	Approved	\$ 5,000.00	\$ 5,000.00	\$ -	
	Building Improvement	11/8/2022	Approved	\$ 15,000.00	\$ 15,000.00	\$ -	
The Pie Shack LLC	Façade Improvement	11/8/2022	Approved	\$ 5,000.00	\$ 5,000.00	\$ -	
	Building Improvement	11/8/2022	Approved	\$ 15,000.00	\$ 15,000.00	\$ -	
JT Broadway LLC	Building Improvement	12/13/2022	Approved	\$ 15,000.00	\$ 15,000.00	\$ -	
				\$ 98,982.85	\$ 98,982.85	\$ -	

2023

Tbird Aircraft LLC	Building Improvement	2/14/2023	Approved	\$ 8,772.01	\$ 8,439.00	\$ 333.01	
Beiser Realty	Building Improvement	5/9/2023	Approved	\$ 15,000.00	\$ 15,000.00	\$ -	
	Façade Improvement	5/9/2023	Approved	\$ 2,500.00	\$ 2,500.00	\$ -	
Baked: Cakes by Design	Façade Improvement	6/13/2023	Approved	\$ 1,188.50	\$ 1,188.50	\$ -	
Mikes Bike Shop	Building Improvement	7/11/2023	Approved	\$ 15,000.00	\$ 15,000.00	\$ -	
Eskimo Comfort	Façade Improvement	8/8/2023	Approved	\$ 907.50	\$ -	\$ 907.50	
Jeff's On the Square	Façade Improvement	8/8/2023	Approved	\$ 1,750.00	\$ 1,750.00	\$ -	
The Knot Spot	Building Improvement	9/13/2023	Approved	\$ 8,190.00	\$ 8,190.00	\$ -	
Lloyd's Law Office	Building Improvement	9/13/2023	Approved	\$ 4,100.00	\$ 4,100.00	\$ -	
Fungi Fusion LLC	Building Improvement	11/14/2023	Approved	\$ 15,000.00	\$ 15,000.00	\$ -	
	Façade Improvement	11/14/2023	Approved	\$ 5,000.00	\$ 5,000.00	\$ -	
Fox River Property Management	Building Improvement	11/14/2023	Approved	\$ 20,000.00	\$ 20,000.00	\$ -	
				\$ 97,408.01	\$ 96,167.50	\$ 1,240.51	

2024

Sandi's Deals and Discounts	Building Improvement	4/9/2024	Approved	\$ 15,000.00	\$ 15,000.00	\$ -	
Berlin Lanes LLC	Façade Improvement	5/14/2024	Approved	\$16,501.63	\$13,500	\$ 3,001.63	
JT Recharge LLC	Façade Improvement	5/14/2024	Approved	\$ 1,055.00	\$ 1,055.00	\$ -	
Fungi Fusion LLC	Building Improvement	8/13/2024	Approved	\$ 14,127.17	\$ 14,127.17	\$ -	
Dandelion Farm	Building Improvement	9/10/2024	Approved	\$ 15,000.00	\$ 15,000.00	\$ -	
	Façade Improvement	9/10/2024	Approved	\$ 5,000.00	\$ 5,000.00	\$ -	
Happy Teeth Real Estate	Façade Improvement	10/8/2024	Approved	\$ 15,000.00	\$ -	\$ 15,000.00	
	Building Improvement	10/8/2024	Approved	\$ 5,000.00	\$ -	\$ 5,000.00	
				\$ 86,683.80	\$ 63,682.17	\$ 23,001.63	

2025

Fungi Fusion LLC	Building Improvement	1/14/2025	Approved	\$ 15,000.00	\$ 2,060.88	\$ 12,939.12	
	Façade Improvement	1/14/2025	Approved	\$ 5,000.00	\$ -	\$ 5,000.00	
JT Recharge LLC- 104 W	Building Improvement	1/14/2025	Approved	\$ 8,138.00	\$ 8,036.35	\$ 101.65	2 Draws- 3500 + 4536.35
Four Reel Sports LLC	Façade Improvement	3/11/2025	Approved	\$ 5,000.00	\$ -	\$ 5,000.00	
				\$ 33,138.00	\$ 10,097.23	\$ 23,040.77	

Not Issued but Awarded Balance
\$ 47,282.91

Year End 2024
\$ 98,000.00

2025 Expected Increment
\$100,000 for Grants

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

TO: Common Council
FROM: Evan Vandenlangenberg, EMS Director
AGENDA ITEM: EMS Grant, Wisconsin STARS Program
MEETING DATE: April 8, 2025

BACKGROUND

Wisconsin STARS is a program that works to advance the knowledge and training of EMS personnel through simulation and practical skills. This program is focused on rural Wisconsin and is working to improve care in areas that have limited pediatric resources.

EMS staff have been working with members of their Medical Direction team at UW-Madison to apply for a grant opportunity. EMS has been selected to take part in the Wisconsin STARS (Simulation Training to Advance Rural Services for Children) program along with SGLCA (Markesan EMS). This program would bring advanced training to EMS staff in Green Lake County while covering all costs through the awarded grant. The award amount is \$1,000,000 and would cover all costs associated with the training for all EMS personnel during the period of March 1, 2025, to February 28, 2027.

The City Attorney has reviewed the Memorandum of Understanding and Grant Agreement and approved the form.

SUGGESTED MOTION

Approve Berlin EMS involvement in the Wisconsin STARS training program and authorize staff to sign the Memorandum of Understanding and Grant Agreement.

MEMORANDUM OF UNDERSTANDING and GRANT AGREEMENT

FOR

Wisconsin STARS: Simulation Training to Advance Rural Services for Children

1. PURPOSE

This Memorandum of Understanding and Grant Agreement (Agreement) is executed between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin, School of Medicine and Public Health, Office of Social Health Sciences and Programs (OSHSP), and Manish Shah, MD, MPH, hereinafter referred to as the Principal Investigator (PI), Professor, Department of Emergency Medicine, who will coordinate with community partners to include Evan VandenLangenberg, EMT-P, NRP, City of Berlin, and Joel Strahota, Director, Southern Green Lake County Ambulance Service, for purposes of conducting activities associated with this Agreement for the *Wisconsin STARS: Simulation Training to Advance Rural Services for Children*.

2. PERIOD OF AGREEMENT

This Agreement applies to project activities for the period of March 1, 2025 to February 28, 2027

3. AMOUNT OF AWARD

The total amount of the award is \$1,000,000 and is allocated between the PI and Community Partners based on the approved budget. Any subsequent rebudgeting, not to exceed this award amount, must be mutually agreed upon by the Orion Initiative and the PI.

The University is not, in the absence of a modification, obligated to reimburse costs incurred in excess of the approved budget for this award.

4. PROJECT OVERSIGHT

The PI acknowledges authority over and responsibility for the project.

This program is under the technical direction of Amy JH Kind, MD, PhD, Associate Dean of the Office of Social Health Sciences and Programs.

5. KEY PERSONNEL

The following individual(s) are considered key personnel and essential to the work performed under this Agreement:

Principal Investigator: Manish N. Shah, MD MPH

Co-Principal Investigator: Kyle Schoppel, MD

Co-Principal Investigator: Evan Vandenlangenberg (Berlin EMS)

Co-Principal Investigator: Joel Strahota (Southern Green Lake County Ambulance)

In the event that the above-named key personnel are unable or unwilling to continue with the project, the PI must notify the OSHSP in writing proposing a replacement. If such changes are acceptable, the OSHSP will approve, in writing, the replacement. In the event a mutually acceptable replacement is not available, the OSHSP may terminate the project in accordance with the termination clause in this Agreement. The PI will be notified in writing of such a termination and will be reimbursed for documented eligible costs incurred prior to the termination date.

6. SCOPE OF WORK

The PI's scope of work for this project is based on the specific goals, aims, and activities stated in the approved application. Changes in the scope of work must be approved in writing by the OSHSP.

7. COMPLIANCE WITH RULES AND REGULATIONS

The PI agrees to comply with all federal, state and local rules, guidelines and regulations applicable to this Agreement and the completion of the Scope of Work. The PI also agrees to comply with all applicable University of Wisconsin System Board of Regents, University of Wisconsin-Madison and OSHSP policies and procedures. In addition, the PI agrees to obtain the necessary approvals (if applicable), including, but not limited to those noted below.

A. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) COMPLIANCE

This project may involve information that falls under the Federal HIPAA privacy rules, a set of federal regulations protecting the privacy of an individual's health information used in clinical practice, research and operation of health care facilities.

The PI shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160 and 164) under HIPAA. The definitions set forth in the Privacy Rule are incorporated by reference into this Agreement (45 C.F.R. §§ 160.103 and 164.501). The PI shall agree to employ appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity, and availability of the electronic Protected Health Information it creates, receives, maintains, or transmits pursuant to this Agreement, in compliance with the HIPAA Security Rule (45 C.F.R. Part 164, Subpart C).

The PI by signing this Agreement is certifying knowledge and compliance with HIPAA. If the PI does not currently comply with this requirement, the OSHSP must be notified and shall provide advice regarding compliance.

B. HUMAN SUBJECTS COMPLIANCE

This project may require approval of a University of Wisconsin-Madison Institutional Review Board (IRB) or, at the discretion of a University of Wisconsin-Madison IRB, may be deferred to another institution's IRB for human subjects compliance. All approved projects involving human subjects in research at the University of Wisconsin-Madison must be reviewed and approved or deemed exempt by a University of Wisconsin-Madison IRB before the research project begins. To ensure that research projects supported by the OSHSP conform to ethical and regulatory standards governing the conduct of human subjects research, the PI agrees to obtain approval or exemption from a University of Wisconsin-Madison IRB for any research activities that involve human subjects. Documentation of the UW-Madison IRB review including the final review decision will be required before funds can be expended and/or disbursed. The PI is required to submit documentation of continued renewal approval by the IRB throughout the period of agreement.

C. ANIMAL CARE AND USE

This project may require approval by the Animal Care and Use Committee (ACUC). Documentation of the ACUC review and approval including the final review decision will be required before funds can

be expended and/or disbursed. The PI is required to submit documentation of continued renewal approval by the ACUC throughout the period of agreement.

D. RADIATION SAFETY

This project may require the use of radioactive materials or equipment that produces radiation. Authorization to use radionuclides must be secured from the University Radiation Safety Committee (URSC) prior to the initiation of the project. Documentation of the URSC review and approval including the final review decision will be required before funds can be expended and/or disbursed. The PI is required to submit documentation of continued renewal approval by the URSC throughout the period of agreement.

E. BIOLOGICAL MATERIALS

This project may require the use of biological materials in which the activities must be reviewed by the Madison Campus Biological Safety Committee prior to the initiation of the project. Documentation of the Office of Biological Safety review and approval including the final review decision will be required before funds can be expended and/or disbursed. The PI is required to submit documentation of continued renewal approval by the Office of Biological Safety throughout the period of agreement.

8. INTELLECTUAL PROPERTY

The PI and the OSHSP recognize that activities under this Agreement may lead to the development of copyrightable or patentable inventions. PI acknowledges that computer software and potentially patentable inventions conceived or reduced to practice in the course of the research project funded by this grant shall be disclosed to the University through the invention disclosure process. PI hereby assigns rights in such software or inventions to the University or its designated patent management organization. The PI agrees to ensure that all students and staff participating in the research project funded by this grant execute the OSHSP Intellectual Property Agreement (see Attachment A) for Project Personnel prior to beginning work on the project. With respect to non-software copyrightable materials produced in the course of the research funded under this grant, the PI and other persons contributing to such materials hereby grant the University a non-exclusive, non-transferable, perpetual world-wide royalty-free license to use such materials for non-commercial internal research and educational purposes. The PI agrees to secure sufficient intellectual property rights from any independent contractors or external entities engaged in this project to fulfill the project aims and obtain for the University the rights granted herein.

9. RESPONSIBILITIES OF PI

The PI acknowledges authority over and responsibility for the project including the following:

1. Complying with the general terms and conditions governing the grant award.
2. Informing the OSHSP of changes in Key Personnel.
3. Acknowledging the OSHSP financial support for the project as described in paragraph 17 of this Agreement.

10. PROGRESS AND FINANCIAL REPORTS

Throughout the period of agreement, written annual Progress Reports are due no later than 30 days after the end of each 12-month period based on the start date of this Agreement. A Final Report is due no later than 90 days after the end of the project.

In addition, the Community Organizations must submit a Financial Reimbursement Report (FRR) to the OSHSP quarterly throughout the period of agreement, and a final Financial Reimbursement Report no

later than 90 days after the end of the project using the required forms provided by the OSHSP. Quarterly reports are due no later than 30 days after the end of each quarter based on the start date of the period of agreement.

The PI is also expected to respond to a limited number of evaluation requests from the Office of Social Health Sciences and Programs regarding project results and outcomes for at least three years after the period of agreement.

11. MATCHING FUNDS

The written annual progress reports should include information on matching funds, if provided.

12. METHOD OF PAYMENT

Funding for this project will be provided by the creation of a Fund 233 project issued by the OSHSP. The project will be set up under the PI's department ID. The PI may automatically carry forward unspent budget funds from year to year within the same award. At the end of the project, the PI may request a single no cost extension of up to 12 months beyond the end date if additional time is required to ensure adequate completion of the original scope of work and budget funds remain. No cost extension requests are due no earlier than 120 days and at least 60 days prior to the project end date and must be submitted on forms provided by the OSHSP. All no cost extension requests require prior written approval by the OSHSP.

Requests for payment from the Community Organizations may begin once a fully executed (signed) copy of this Memorandum of Understanding has been issued and human subjects compliance requirements, if applicable, have been met. Requests for payment must be made using the Financial Reimbursement Report form, which will be provided by the OSHSP. The payment is based on actual expenses incurred and paid by the Community Organizations during each period. PI is expected to review the submission to ensure reasonableness and completeness of claimed expenses.

PI and Community Organizations must liquidate all obligations incurred during the award period by no later than 90 calendar days after the award end date. Final payment at the end of the project will be made upon receipt of the Final Report. The OSHSP may not issue the final reimbursement payment if all required final reporting is not submitted by the deadline.

Contractual agreements by the Recipient greater than or equal to \$5,000 must be provided to the OSHSP.

13. REBUDGETING

Rebudgeting between major budget categories (personnel, travel, services, supplies and other expenses) in excess of 10 percent of the total amount of award must be pre-approved by the OSHSP.

14. ACCOUNTING & AUDIT

Grant funds may only be used for allowable expenses under this Agreement. For purposes of this Agreement an expense is an allowable expense if it is consistent with the approved budget and the approved scope of work. The Recipient must maintain adequate financial records, in accordance with generally accepted accounting principles, to clearly and easily identify project income and expenses, describe the nature of project expenses, and establish the relatedness of the expenses to this Agreement.

The financial records of this Agreement must be maintained for a period of Five (5) years from the project end date.

UW- Madison - Accounting policies for this project will be those of the UW-Madison campus. All expenses must be allowable under UW-Madison standards, OSHSP policy, and consistent with the budget for this project. Departments must maintain financial records consistent with UW-Madison guidelines. If requested, the PI must be able to describe the nature of project expenses and establish the relatedness of the expenses to this Agreement. All records related to this Agreement shall be made available for review by the OSHSP.

Community Organizations - The OSHSP reserves the right to ask for any additional supporting documentation necessary to substantiate reimbursement claims. If the Community Organization is unable to provide requested supporting documentation, reimbursement will be held until said documentation is received. All records related to this Agreement shall be available for review by the University of Wisconsin-Madison or its designee.

15. PUBLIC RECORDS

University is required to operate in accordance with standards consistent with Wisconsin Open Records Laws. Under these Laws, documents relating to this Agreement may become public records and subject to release unless disclosed as Trade Secret and Proprietary Information.

16. TRADE SECRET AND/OR PROPRIETARY INFORMATION

Unless otherwise required by law, the OSHSP will exercise its best effort to maintain in confidence proprietary or trade-secret information disclosed or submitted to the OSHSP by the PI which is designated in writing as confidential information at the time of disclosure. Confidential information does not include information which at the time of receipt:

- is generally available in the public domain or thereafter becomes available to the public through no act of the OSHSP; or
- was independently known prior to the receipt thereof or was discovered independently by an employee of the OSHSP who had no access to the information supplied by the PI under this Agreement; or
- was made available to the OSHSP as a matter of lawful right by a third party.
- is contained in a "record," as that term is defined in Wis. Stat. § 19.32(2), for which a request for inspection under Wis. Stat. § 19.34 has been submitted to the University of Wisconsin-Madison, and to which none of the limitations upon access and withholding set forth in Wis. Stat. 19.36 apply.

The OSHSP retains the right to refuse to accept any such information which is not considered to be essential. The obligations of the OSHSP under this paragraph shall survive and continue for one year after the termination of this Agreement.

17. PUBLICITY

PI must acknowledge the OSHSP as the funding source in any press releases, print and electronic marketing products, and media coverage related to this project or its results using the following language: "Funding for this project was provided by the Orion Initiative, Office of Social Health Sciences and Programs, UW School of Medicine and Public Health" and must also provide copies to the OSHSP.

18. NONCOMPLIANCE

Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination as further described in Sections 19 and 20 of this Agreement. Revision may include a reduction of the project scope and/or the award amount.

If OSHSP determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures up to and including termination of the Agreement, the imposing of additional reporting requirements, and any other measures it deems appropriate and necessary, including requiring the PI to provide OSHSP with a corrective action plan to prevent future instances of noncompliance.

If the PI becomes aware of noncompliance not identified by OSHSP, it shall provide written notice to OSHSP promptly, but not more than thirty (30) days after identifying the noncompliance, of such instances of noncompliance with the terms of this Agreement. The written notice shall include information on the reason for and effect of the noncompliance and a corrective action plan to prevent future instances of noncompliance.

If required reports and other required information are not submitted when due, OSHSP will withhold all payments that otherwise would be paid to the PI under this Agreement until such time as the reports and information are submitted.

19. SUSPENSION OF AGREEMENT

This Agreement may be suspended in whole or in part by:

- A. OSHSP on written notice to the PI for any reason, including if the PI has materially failed to comply with the terms and conditions of this Agreement and as identified in the approved application;
- B. OSHSP and PI by written agreement; or
- C. PI on written notice to OSHSP setting forth the reasons for such action, the effective date, and, in the case of partial suspension, the portion to be suspended.

Suspension of this Agreement may include discontinuation of payments to the PI by the OSHSP and/or discontinuation of further spending of grant funds by the PI. The PI agrees to comply with the directions of the OSHSP regarding the unexpended grant funds when this Agreement is suspended.

20. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party at any time, with or without cause. OSHSP must notify the PI in writing at least thirty (30) days prior to the termination date. Notice by the PI will terminate the agreement immediately or upon a date otherwise agreed to in writing by the parties. Upon termination, the PI shall be entitled to receive payment, subject to the requirements in Section 14, for non-cancellable approved project activities incurred during the thirty (30) day notification period. Final payment will be adjusted to reflect actual work completed.

21. NOTICES

Any notice required or permitted by this Agreement must be in writing and be delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the following at the addresses indicated:

To: Office of Social Health Sciences and Programs
Amy JH Kind, MD, PhD, Associate Dean
UW School of Medicine and Public Health
750 Highland Avenue, 4230 HSLC
Madison, WI 53705

To: Manish Shah, MD, MPH
Professor
UW BerbeeWalsh Department of Emergency
Medicine
School of Medicine and Public Health
University of Wisconsin–Madison
800 University Bay Drive Suite 310
Madison, WI 53705

22. PROFESSIONAL CONDUCT

The following are general expectations for all participants involved in this grant and in the development of an Orion Initiative Strategic Pilot Project proposal. These reflect Universities of Wisconsin Workplace Conduct Expectations as reflected here: <https://www.wisconsin.edu/compliance/ethics/>

- Be Fair and Respectful to Others
- Protect and Preserve Resources
- Act Ethically and with Integrity
- Contribute to a Healthy and Safe Workplace
- Promote a Culture of Compliance

23. NON-DISCRIMINATION

In connection with the performance of work under this Agreement, Recipient agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. [51.01 \(5\)](#), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Recipient further agrees to take affirmative action to ensure equal employment opportunities. Recipient agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by OSHSP setting forth the provisions of the nondiscrimination clause.

24. MISCELLANEOUS

This Agreement may only be modified or amended by a written agreement signed by authorized representatives of all parties.

This Agreement shall be construed to be in accordance with the laws of the State of Wisconsin.

This Agreement and the related fund account are the entire agreement between the parties, and no oral statement shall supersede or modify any of the provisions of this Agreement.

Signature below signifies agreement of all parties to the terms outlined in this Agreement.

OFFICE OF SOCIAL HEALTH SCIENCES AND PROGRAMS

By:

DocuSigned by:

6B9D2F8FE375422

Amy JH Kind, MD, PhD
Associate Dean and Executive Director, Office of
Social Health Sciences and Programs

3/5/2025 | 16:51:11 CST

Date

SOUTHERN GREEN LAKE COUNTY AMBULANCE SERVICE

By:

Joel Strahota, Director

Date

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

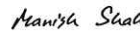
By:

Robert Gratzl, Research and Sponsored Programs

Date

PRINCIPAL INVESTIGATOR

By:

DocuSigned by:

FF4FED8588124F2...

Manish Shah, MD, MPH
Professor
Chair, BerbeeWalsh Department of Emergency
Medicine
The Azita G. Hamedani Distinguished Chair of
Emergency Medicine
Department of Emergency Medicine

3/7/2025 | 07:39:16 CST

Date

CITY OF BERLIN

By:

Evan VandenLangenberg, EMT-P, NRP

Date

MEMORANDUM OF UNDERSTANDING – ATTACHMENT A

Office of Social Health Sciences and Programs Intellectual Property Agreement for Project Personnel

As a condition of my participation in a research project funded by a grant from the Office of Social Health Sciences and Programs (OSHSP), I hereby agreed to the following:

I agree to promptly disclose any computer software and potentially patentable inventions that I conceive or reduce to practice in the course of the research project funded by the OSHSP to the University of Wisconsin-Madison through the invention disclosure process.

I hereby assign rights to any such software and invention to the University or the University's designated patent and intellectual property management organization (WARF), and will execute all papers necessary to file patent applications on any invention. I confirm that I have not entered, and will not in the future enter, into any agreement or other obligation to another person, company, or extramural sponsor with respect to any rights in inventions, discoveries, or copyrightable material which are in conflict with the obligations contained in this agreement.

With respect to any non-software copyrightable materials produced in the course of this project, to the extent that I hold rights in such materials, I hereby grant to the University a non-exclusive, non-transferable, perpetual world-wide royalty-free license to use such materials for non-commercial internal research and educational purposes.

I understand that before beginning work on a specific OSHSP-sponsored research project I have the right to request a copy of any agreement that is applicable to such project.

Name (print or type)

Department

Employee or Student Identification Number (10-digit number on your University ID card)

Signature

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Special Covenant Settlement Agreement with Northern Express Bus Services LLC
MEETING DATE: April 8, 2025

BACKGROUND

The City established a Special Covenant Agreement with Jeff Walker of Northern Express Bus LLC in 2020. The covenant allowed Mr. Walker to purchase a lot in the Industrial Park at a reduced rate in consideration of the anticipated buildings that would be built and jobs created. The total parcel purchased by Mr. Walker was 3.27 acres for \$21000.

Typically, the City's Industrial Park Pricing policy is to price property at \$20000 per acre if there are no considerations given for job creation or other qualifying benefits to the City.

The original agreement noted that 2 buildings would be built and jobs created. If no buildings were built upon the land within 5 years (by February 28, 2025), the City would have the right to buy back the parcel at the purchase price of \$21000.

Subsequently, the agreement was later amended to require only one building to be built on the parcel due to reduced space needs of the business experienced as a result of covid.

Currently, Mr. Walker has determined that his business will not need to expand into the site as previously anticipated. He would like to maintain a 50-foot strip of the parcel that is adjacent to his location and is currently being used by his business.

The BCDC and Common Council previously considered this request and directed staff and the City Attorney to amend the Special Covenant Agreement to allow Mr. Walker to maintain the 50-foot strip. At that time, staff believed it was the BCDC and Council's intention to allow Mr. Walker to keep the 50-foot strip, while requiring him to pay the closing costs and filing fees necessary to complete the agreement.

Upon receiving the revised agreement, Mr. Walker noted concern about that document. I reached out to Mr. Walker and he stated that he did not feel that a 50-foot strip had a value of \$21000 and the value/cost of the property had not been discussed with him. I noted that I would take the item back to the Common Council. I explained that I did not know the history of the decision and that the Council may have had a reason to consider the cost a wash (not exchange money for the remaining portion of the parcel), but that I would find out the intention of the Council. The Council directed that the item should go back to the BCDC for further consideration and recommendation.

Marie, Tim and I met with Mr. Walker to discuss the agreement and possible next steps. It was suggested that a proposal of one acre of the parcel being retained by Mr. Walker for no funds exchanged and him taking care of the land division, closing costs and attorney fees (no cost to the Council) could be taken back to the BCDC and Common Council for consideration. Mr. Walker was agreeable to the proposal.

The BCDC met on March 25, 2025 and made a motion to recommend to the Common Council that one acre be retained by Mr. Walker and the remaining portion of the parcel come back to the city, with all costs incurred being the responsibility of Mr. Walker.

SUGGESTED MOTION

Motion to amend the Special Covenant Settlement Agreement with Northern Express Bus Services LLC to allow Mr. Walker to retain one acre of the parcel, adjacent to his property that houses the Northern Express Bus Services building; the City to receive the remaining portion of the parcel at no cost. All costs associated with the preparation of necessary documents for the property division, closing and covenant amendment to be the responsibility of Mr. Walker.

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Discussion of Pool Facility
MEETING DATE: April 8, 2025

BACKGROUND

As part of the staff presentation, I plan to discuss the City's Capital Improvement Plan process (which is underway with Baird) and the anticipated borrowings necessary in the near future. I will also touch on how borrowing impacts the levy and the levy's impact on the average property owner in Berlin.

Attached as a refresher, are the Evaluation Summary of Existing Outdoor Swimming Pool Facility conducted by Ramaker, the Rough Order of Magnitude Construction Estimate by Ramaker, and the Conceptual budget put together by Holtz Builders for Ramaker. These documents were provided by Ramaker last fall. Please keep in mind that these estimates would need to be adjusted in the future as costs increase or if the condition of the pool degrades further.

There are several questions regarding the future of the pool that the Council will need to address in the future. The purpose of this discussion is to find out what information the Council feels is needed to allow the best decisions to be made for the City of Berlin.

Here are some of the questions that will need to be addressed (and many of them are being asked of staff by the community):

Will the City fix the pool?

If the City does not plan to fix the pool, what is the future of that facility?

If the City does plan to fix the pool,....

what is the timeline?

will the City borrow for the repairs, and if so, how will that impact property taxes?

Will the City fix the pool if donations can be raised? If so, how much money would need to be raised and in what time frame?

Will the City accept donations for specific smaller repairs and projects for the pool? If the City will accept these donations, what should the expectation of the community be as far as the future of the pool facility? If the Council is interested in these types of donations, a general idea of what that would look like should be determined so that staff and the City Attorney may find a path forward that is legal and in the best interests of the community.



August 28, 2024

Berlin Family Aquatic Center
255 Webster Street,
Berlin, Wisconsin 54923
Attn: Scott Zabel

SUBJECT: EVALUATION SUMMARY OF EXISTING OUTDOOR SWIMMING POOL FACILITY

**PROJECT: BERLIN FAMILY AQUATIC CENTER
BERLIN, WISCONSIN
RAMAKER & ASSOCIATES PROJECT #60575**

Dear Mr. Zabel:

The City of Berlin (Berlin) has hired Ramaker & Associates, Inc. (Ramaker) to evaluate the existing swimming pool basin, pool equipment, locker rooms, mechanical room, and bathhouse for compliance with the State of Wisconsin Pool Code at their Berlin Family Aquatic Center in Berlin, Wisconsin. This report is a follow up on the pool facility evaluation performed by Ramaker on July 16, 2024, and August 22, 2024, by Austin Nolden (Aquatics Project Manager), Carol Wilhelm (Architectural Job Captain), and Andy Skjolaas (Aquatic Designer).

The Berlin Family Aquatic Center was constructed in 1992 by Gremmer-Ohm. The current facility includes a bathhouse on the west end, a below ground mechanical building, two surge tanks and the pool vessel. The pool vessel has a zero-depth beach entry, slide plunge area, six 25-yard lap lane area and diving well with a single 1-meter diving board. Additionally, there is one waterslide into the slide plunge area and two drop slides terminating in the dive hopper. The facility has lighting for the pool area allowing for nighttime swimming.

During the site visit, the pool appeared to be functioning well, but one key issue was noted that put prolonged use of the facility in jeopardy.

- Slide Plunge Area – Starting approximately 10-12 years ago, Berlin noticed that they were losing water over the edge of the pool by the stairs into the slide plunge area. Berlin expressed that the water loss has increased in the past five years. During the visit it was clear to Ramaker that some sinking had occurred in that corner of the vessel. During the second visit Ramaker observed large cracks in the gutter on either side of the slide plunge area indicating that this area has settled. It appears that the slide plunge area is the only part that is sunk. However, before repairs are made, a survey of the empty vessel will need to be conducted to accurately determine the bounds of reconstruction. To reduce water loss during use, the operators of the facility lowered the water level in the vessel during the time of the visit. Ramaker was unable to determine if other areas of the pool were impacted due to inconsistent rim flow over the gutter around the pool perimeter.

Currently, swimming lessons are administered at the pool, and the facility stands as a cornerstone of aquatic sports and activities in the community. This pool facility adds to the quality of life in the Berlin community. If the pool was shut down for extended maintenance, or permanently closed, the negative impact would be significant for young families, students, adults and seniors – members of the community who enjoy the fitness and recreational benefits that swimming pools provide.

This report provides a summary of noted concerns and potential improvements for consideration by the City of Berlin. Photographs can be found in **Appendix A** for reference. Initial photos 01 and 02 provide an overall view of the facility and bathhouse.

Pool Area Deck and Deck Equipment

The pool area deck and deck equipment appear to be in good condition. Modifications to the existing pool deck will be required if there are any major alterations to the pool area or basin.

1. Pool Area Deck: Overall good condition, one crack noticed at the base of the diving board. There is landscaping that is growing onto the pool deck under the waterslide. This should be trimmed back to not cover the deck walkway. Continue maintenance as normal. See photo 03.
2. Pool Deck Width: According to the Wisconsin pool code, pool deck must extend at least six feet from all basins. The deck between the pool vessel and the edge of the slide area is only 5'-8" wide. See photo 04. Additionally, there is landscaping under the waterslide that does not have a 4" depression that is required between the pool deck and the landscaping grade according to code. This was likely code compliant when first installed but should be renovated to achieve the 4" difference again.
3. Pool Deck Drains: All deck drains appear to be functioning adequately. Continue maintenance as normal.
4. Pool Depth Markers: Depth markers are constructed from 8"x8" tiles and are compliant with code. "No diving" markers are also present and in the necessary locations.
5. Pool ADA Lift: The facility does not have an ADA lift. Ramaker recommends installing one before this becomes an issue as the ADA code requires a second means of ADA access due to the pool perimeter being greater than 300 feet.
6. Pool Stairs: There is one set of stairs into the slide plunge area that appear to be in good condition. The handrails are 2'-9.5" tall and 5'-10.5" apart with minimal corrosion. Code requires that the leading edge of all steps be distinguished by a color contrasting with the color of the steps and pool floor. When the pool is refinished, this stripe should be added as well. Continue maintenance as required. See photos 05.
7. Pool Access Ladders: There are seven sets of access ladders, with one located in the middle of the diving hopper on the east end of the vessel. There is slight corrosion on the east dive hopper ladder and on the south shallow side ladder. See photos 06.
8. Lifeguard Chairs: There are four stationary chairs, and two portable chairs around the vessel. There was corrosion observed on all the lifeguard chairs to some degree, but they are otherwise in good condition. There is a broken support on the lifeguard chair on the east side of the lap lane area. The corrosion on each lifeguard chair should be treated as needed. Chairs that can't be repaired should be replaced to avoid failure in the future. See photos 07, and 08.
9. Diving Board: There is one 1-meter diving board into the dive hopper and there is significant corrosion present. This corrosion should be removed with a wire brush and refinished. Parts of the diving board that can't be repaired should be replaced to avoid failure in the future. A new diving board stand that is not like for like with the existing diving board, will require DSPS submittal. The decking around the diving board is cracked and should be monitored and maintained as needed. See photos 09, 10, and 11.
10. Slide Plunge Area: The slide plunge area shows signs of sinking with water running over the gutter by the stairs and onto the deck behind it. Further investigation is needed to determine the extent of the sinking in this corner. It is possible that the entire northern section of the pool from the zero-depth entry to the slide plunge has sunk. It appears that the northern section of the zero-depth entry is lower than the section adjacent to it. The nearby deck sections don't show any signs of cracking or strain. During the second site visit cracks in the gutter were observed on either side of the slide plunge area indicating settling. See photos 12, 13, 14 and 15.
11. Pool Enclosure: The facility is surrounded by chain link fencing along the entire perimeter. There are gaps larger than 4" observed in several locations specifically on the southeast corner of the enclosure. The fencing should be repaired so that there are no gaps larger than 4" to meet pool code requirements. See photo 16. Update photo callout.

Pool Basin

A significant effort has been put forth to keep this pool functional throughout the years. There are numerous surface cracks that were observed in the pool basin and the finish should be redone as it is flaking off in places around the pool vessel. See photos 17, 18, and 19.

1. Pool Piping: The majority of the piping is PVC with some metal piping components in the mechanical room. All metal components have severe corrosion in the mechanical room and should be replaced. Pool piping under the basin could be leaking and causing settling in the plunge area. Piping should be scoped to confirm there is no pipe leak.
2. Pool Perimeter Overflow Gutter: The gutters physically looked to be in good condition except around the slide plunge area. As stated above, there were places on either side of the waterslide that were cracked. The bullnose piping that is used on the gutter rim is outdated and has been discontinued. There are areas where the bullnose has been broken and has been replaced with PVC pipe as a stopgap measure. Some tiles are missing altogether. Broken and missing tiles can result in sharp edges around the pool. Additionally, the operators reduced the water level in the pool to minimize water loss in the slide plunge area which led to improper rim flow over the majority of the pool perimeter. Ramaker recommends replacing the bullnose tile completely. See photos 20, and 21.
3. Filtered Water Inlets: Pool uses floor inlets that appear to be in good condition, continue maintenance as necessary.
4. Main Drain(s): Two 18"x36" VGBA approved drains in diving well on side of functioning diving board. Sump information was not provided at the time of the visits. When main drain grates are replaced in the future, the grate manufacturer may have to verify existing sumps are compliant with potential new grates, or else both the grates and sumps will have to be replaced. If a new pump is installed, sump information may be required.
5. Basin Shell: Pool finish consists of painted concrete. The vessel was last painted 15 years ago and there are areas in the zero depth basin where the paint has flaked off exposing the concrete. Ramaker recommends repainting the areas as needed. See photo 22.
6. Basin Depth: The existing pool has a zero depth entry with a 3'-8" lap lane area and a 12' deep diving hopper.

Waterslide and Drop Slides

The waterslide and drop slides were evaluated in the spring of 2024 for structural stability. They are showing some signs of wear and corrosion but are otherwise in good condition. Berlin desires to have the slides refinished.

Waterslide

1. There are some spots of corrosion on the support structure that should be treated with a wire brush and have the finish reapplied. See photo 23.
2. There is corrosion present on some of the bolts on the structural as well. These bolts should be treated to remove the corrosion. Bolts that can't be treated should be replaced. See photo 24.
3. There are bolts outside the roped off area that don't have covers and could injure patrons passing by. All bolts within arm's reach should be covered to prevent this. See photo 25.

Drop Slides

1. There is significant corrosion underneath the starting platform. This should be removed with a wire brush and then refinished. If this cannot be treated, the landing should be replaced. See photo 26.
2. Currently the stairs to the drop slide don't meet building code requirements and are grandfathered in. If the slide is removed, it will not be able to be reinstalled with the current stairs.

Pool Surge Tanks

The facility has two surge tanks. The first surge tank is north of the dive hopper and is being fed from a single 12" dropout from the northwest corner of the dive hopper gutter. From here this surge tank feeds an existing surge tank that is part of the mechanical room with another 12" pipe. The pool recirculation pump pulls directly from the existing surge tank to begin the recirculation process.

1. Overall, the surge tank appears to be in relatively good condition. No cracks in the tank walls, or leaks were noted. Continue maintenance as required.
2. The tank is supplied water from the pool perimeter gutter. The recirculation pump draws directly from the tank with no connections to the pool basin. See photo 27.

Pool Water Treatment Equipment

The equipment was operating as intended during the visit and was visually evaluated by Ramaker.

- *Recirculation Pump:* One 30 HP pump with some slight corrosion. Heavy corrosion on the reducers out of the pump and on the strainer. Aurora AS08-07144, 5X6X11, 341-BF, 1250 GPM @ 80 TDH, 1800 RPM. See photo 28.
- *Waterslide Pump:* One 20 HP pump with some slight corrosion. Heavy corrosion on the reducers out of the pump and on the strainer. Aurora AS-09-12687, Model 5X6X11 – LB, 341-BF, 1000GPM @ 40 TDH, 1800 RPMs. See photo 29.
- *Water Feature Pump:* One 15 HP pump with some slight corrosion. Heavy corrosion on the reducers out of the pump. See photo 30.
- *Filter:* There are five Pentair Triton TR-140 filters and seven Astral Pool filters Model 27857 configured in a concrete shelf system with six on top and six on bottom. This configuration is likely not code compliant. The recirculation rate of the pool is 1250 GPM which requires 104.2 GPM per filter for equal flow. With the Astral filter areas at 6.84 square feet, they configuration can only supply 102.6 GPM maximum per the code required 15 GPM/square foot. The Astral filters should be replaced with Triton TR-140s to achieve balanced filtration. New, larger filters could be installed, but more of the equipment room would need to be redone to accommodate them. The filters appeared to be in good condition, however, some of the filters were leaking from their drain locations on bottom. See photo 31.
- *Pool Heat Exchangers:* There are three boilers that appear to be in good condition and are connected to two heat exchangers that is heating the pool. See photo 32.
- *Chemical Feed Equipment:* Liquid chlorine and acid are located in the same space as the rest of the mechanical equipment. See Photos 33.

Visually there is severe corrosion present on all metal components in the mechanical room. The corrosion should be removed as necessary and equipment that can't be treated should be replaced as needed. See photos 34, and 35.

The supply water assembly train is located behind the chemical storage tanks in the mechanical space and is severely corroded. This should be replaced to prevent the system from failing. See photo 36.

With updates to the energy code, the existing pumps are no longer available. If any pumps fail, finding parts will be challenging. If the pump(s) fail and replacement is required, State approval will be required prior to installation of the new pump(s). The need for State approval will force the pool to be shut down for an undetermined period of time while the State reviews the new pump specifications. A new pump could require updating main drains for VGBA compliance as well.

Pool Area Lighting

The pool facility has six light poles around the pool vessel that provide illumination for nighttime swimming. The light poles appear to be in good condition and Berlin staff desires to update the lighting to LED bulbs. For outdoor facilities according to DSPS code, the lighting shall provide a minimum of 3 footcandles of illumination at the water surface and on the decking. See photo 37.

Electrical Systems

The entire electrical system for the pool facility is located in the pool equipment room below the pool deck. Due to proximity to the chemicals, there is severe corrosion present on the panels and boxes. See photo 38. No concerns were expressed to Ramaker by facility managers at the time of site visit. Continue to monitor and maintain electrical systems to ensure all equipment functions as needed when required.

Bathhouse Building Condition Assessment

Exterior

The Concrete Masonry Unit (CMU) walls of the building's exterior and interior are in good condition with no major structural deficiencies observed. There are a couple cracks at the exterior CMU with some separation at the mortar joints, see photo 39. There are instances of mineral deposits on the CMU below water bibs, see photos 40, 41, and 42.

The wood siding above the CMU appears to be in fair condition with a couple instances where the siding is deteriorating and not attached correctly or missing, see photos 43, 44, 45, and 46. The wood fascia board has areas where the wood is also deteriorating, see photos 47, 48, and 49. The paint is peeling at the Men's and Women's poolside entrance soffit. Wood siding, wood fascia boards and wood soffits will need continued typical wood maintenance of cleaning, replacing boards as needed, prepping for finish, and applying a finish.

The exterior doors have some rust at the bottom of the doors and frames but otherwise seem to be in good condition. There are glass block windows in the exterior masonry wall with one broken glass block, see photo 50. The louvers throughout need cleaning. The AED cabinet is corroding along with a couple lintels, see photos 51 and 52.

Interior

The floors throughout the bathhouse locker room and staff rooms are epoxy finished concrete, with signs of wear and tear. There is a significant crack observed at the women's poolside entrance, see photo 53. The CMU walls on the interior are painted and have mineral deposits and dirt built up throughout and towards the bottom. The wood wall finish above the CMU walls and wood ceiling boards are in good condition with some discoloration around the sky light. This may be an indication that there is or was water leaking, see photo 54. The painted ceilings in the Men's locker room show signs of damage and was repainted at some point, see photo 55. The countertop in the Women's locker room is delaminating, likely due to the presence of moisture, see photo 56.

The equipment in the mechanical room is difficult to get in and out for winterization. There are three single flush doors for equipment to travel through, see photos 57 and 58. The door hinges could be replaced with offset door hinges to increase the width of the door.

Locker Rooms Accessibility

The pool area locker rooms were evaluated for overall existing conditions as related to pool code compliance such as bathroom fixture counts, ADA compliance, floor drain requirements, etc. The pool area is accessed by the patrons through men's and women's locker rooms.

1. The fixture counts for the two locker rooms are as follows:
 - a. Male: 3 water closets, 2 urinals, 3 lavatories, and 3 gang showers with 3 heads each, the showers have two drains total. See photos 59, 60, 61 and 62.

- b. Female: 5 water closets, 3 lavatories, 2 individual showers, 3 gang showers with 3 heads each and 1 drain in the shower area. See photos 63, 64, 65 and 66.
2. The Women's locker room is not fully ADA compliant. Towel hooks, soap dispenses, and shower controls are not within reach ranges. There is exposed abrasive plumbing below the lavatories. The accessible toilet is not the correct distance from the wall, the toilet seat is too high, and missing a vertical grab bar. There is no accessible shower or changing room available.
3. The Men's locker room is not fully ADA compliant. Towel hooks and shower controls are not within reach ranges. There is exposed abrasive plumbing below the lavatories. The accessible toilet is not the correct distance from the wall, the toilet seat is too high, the flush valve is on the wrong side, and missing a vertical grab bar. There is no accessible shower or changing room available.
4. Both staff restrooms are not fully ADA compliant. The towel hooks are not within reach range. The toilet is not the correct distance from the wall and grab bars are not in the correct locations. The shower does not meet roll-in or transfer type shower requirements. Lavatories and mirrors are too high and there is exposed abrasive plumbing. See photos 67 and 68.
5. The check-in desk is not ADA compliant, the desk is too high.

Ramaker Recommendations:

The following issues with the Berlin Family Aquatic Center do not require immediate attention, but should be addressed in a timely manner:

1. Sunken Slide Plunge Area (approximately 600 square feet)
 - a. Ramaker recommends that a survey of the pool basin be completed to determine the bounds of the sunken portion of the pool vessel.
 - b. From there, the sunken area should be demolished and replaced to make sure that the gutters and basin floor are in the correct position.
 - c. Ramaker also recommends ground penetrating radar (GPR) be performed to verify that there are no voids occurring under other parts of the pool basin.
2. Chemical Rooms
 - a. Ramaker recommends installing two chemical rooms in the mechanical space to isolate the chemicals from the rest of the equipment and reduce the amount of corrosion.
3. Corroded Metal Components in the Mechanical Room
 - a. Ramaker recommends that all metal components showing signs of corrosion be replaced. This includes but is not limited to the following:
 - i. Electrical boxes and panels.
 - ii. Water supply piping for the bathhouse.
 - iii. Metal piping out of the pumps.
 - iv. Pipe hangers.
4. Replacement of bullnose tile
 - a. The bullnose tile and waterline tile around the entire perimeter of the pool should be replaced as the current bullnose tile is obsolete and Berlin can't obtain anymore to help with repairs.
5. ADA Lift Installation
 - a. Ramaker recommends installing an ADA lift as ADA regulations require a second means of egress into the pool with vessels over 300 feet in perimeter length.
6. Building Exterior
 - a. CMU cleaning at hose bibs.
 - b. Repointing CMU at cracks and replacing broken glass block.
 - c. Wood material will need typical wood maintenance, such as cleaning, replacing boards as needed, prepping for finish, and applying a finish.
 - d. Steel lintels should be cleaned, prepped for new finish and finished.
7. Building Interior
 - a. CMU cleaning throughout the building interior.

- b. Damaged ceiling at the men's locker room should be repaired and further investigated to the cause of the damage.
- c. The countertop in the women's locker room should be relaminated or replaced.
- d. Door hinges at the mechanical room should be replaced with offset door hinges to gain the width of the door for removing equipment. If more room is desired the three doors and frames may need to be removed along with adjacent CMU wall as needed and replaced with three larger doors and frames.
- e. ADA-related items should be addressed as feasible. Minor items may be addressed as part of routine maintenance, whereas larger items may be addressed as a part of a larger renovation project. A Transition Plan should be established to document the intent to bring the facility into compliance as well as plan the best course of action.

Considering the items of interest above, updates to the pool facility will eventually become necessary. The Berlin Family Aquatic Center provides many quality-of-life improvements for families in the community from free swimming lessons, quality athletic programs, and fitness facilities among other benefits. Maintaining such a facility is a worthy investment as evidenced by the diligent care and upkeep the staff have provided to keep a complex of this age in operable and above average conditions.

If you have any questions, please contact our office.

Sincerely,

RAMAKER & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Austin Noiden".

Austin Noiden
Aquatics Project Manager

APPENDIX – A

SITE PHOTOGRAPHS



1. OVERALL VIEW OF POOL.



2. OVERALL VIEW OF BATHHOUSE.

PROJECT NAME:

**BERLIN CITY
AQUATIC CENTER**

PROJECT NUMBER:

60575

RAMAKER
employee-owned

PROJECT LOCATION:

**255 WEBSTER STREET
BERLIN, WISCONSIN 54923**

GREEN LAKE COUNTY

SITE PHOTOGRAPHS



3. LANDSCAPING OVER THE POOL DECK



4. POOL DECK ONLY 5'-8" WIDE.



5. POOL STAIRS



6. CORROSION ON POOL LADDER



7. TYPICAL LIFEGUARD CHAIR



8. BROKEN SUPPORT ON LIFEGUARD CHAIR

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GREEN LAKE COUNTY

SITE PHOTOGRAPHS



9. DIVING BOARD



10. CRACKING AROUND DIVING BOARD BASE



11. CORROSION ON DIVING BOARD ASSEMBLY



12. WATER OVERFLOWING THE POOL STAIRS



13. BROKEN GUTTER JOINT



14. BROKEN GUTTER JOINT

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GREEN LAKE COUNTY

SITE PHOTOGRAPHS



15. NORTHERN SECTION APPEARS LOWER



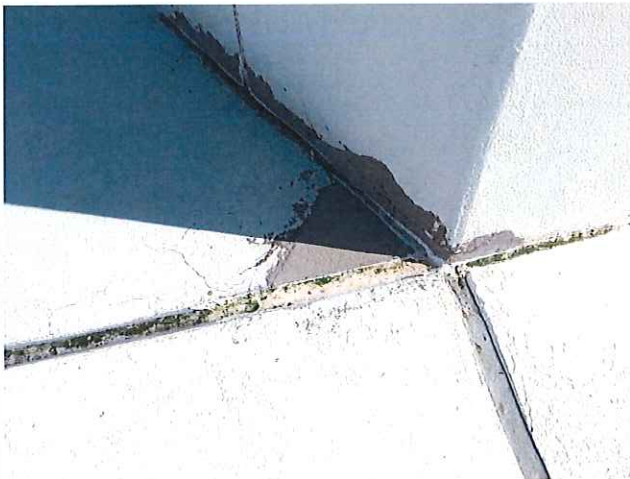
16. GAP UNDER FENCING LARGER THEN 4"



17. CRACK IN DIVING HOPPER



18. CRACK ON TRANSITION PANEL



19. FINISH IS COMING OFF THE FLOOR



20. NO RIM FLOW OVER GUTTER

PROJECT NAME:

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60575

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**255 WEBSTER STREET
BERLIN, WISCONSIN 54923**

GREEN LAKE COUNTY

SITE PHOTOGRAPHS



21. BROKEN GUTTER BULLNOSE



22. FINISH FLAKING OFF IN ZERO DEPTH AREA



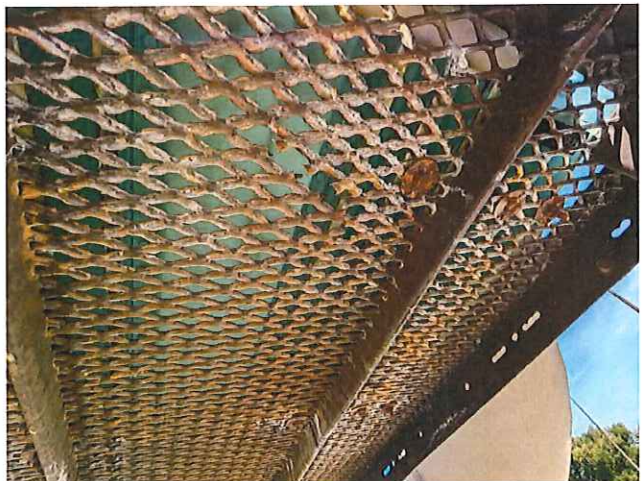
23. SUPPORT CORROSION



24. CORRODED BOLTS



25. EXPOSED FASTENERS OUTSIDE OF BARRIER



26. CORROSION UNDER DROP SLIDE PLATFORM

PROJECT NAME:

**BERLIN CITY
AQUATIC CENTER**

PROJECT NUMBER:

60575

RAMAKER
employee-owned

PROJECT LOCATION:

**255 WEBSTER STREET
BERLIN, WISCONSIN 54923**

GREEN LAKE COUNTY

SITE PHOTOGRAPHS



27. SURGE TANK IN MECHANICAL ROOM



28. CORROSION ON RECIRCULATION PUMP ASSEMBLY



29. CORROSION ON WATERSLIDE PUMP ASSEMBLY



30. CORROSION ON FEATURE PUMP ASSEMBLY



31. FILTER ASSEMBLY



32. THREE BOILERS

PROJECT NAME:

**BERLIN CITY
AQUATIC CENTER**

PROJECT NUMBER:

60575

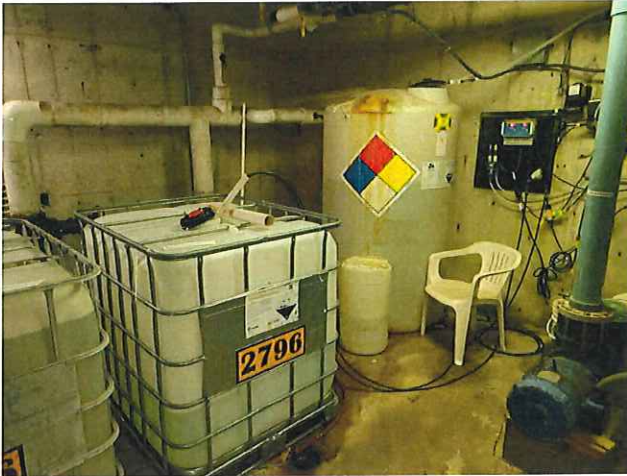
RAMAKER
employee-owned

PROJECT LOCATION:

**255 WEBSTER STREET
BERLIN, WISCONSIN 54923**

GREEN LAKE COUNTY

SITE PHOTOGRAPHS



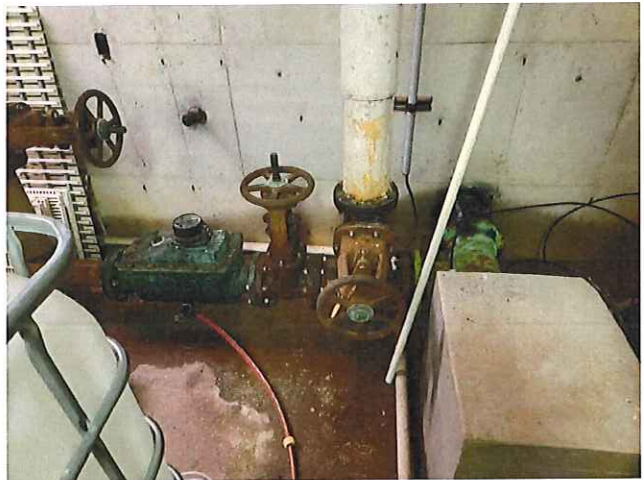
33. CHEMICAL FEED EQUIPMENT



34. CORRODED VALVE



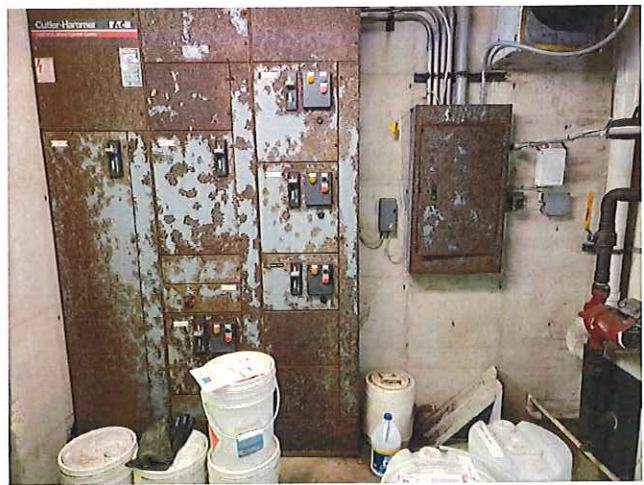
35. HEAVILY CORRODED REDUCER



36. CORRODED BATHHOUSE WATER TRAIN ASSEMBLY



37. POOL AREA LIGHT POLE



38. CORRODED ELECTRICAL SYSTEM IN MECH ROOM

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39. CRACKS AND SEPARATION OF CMU



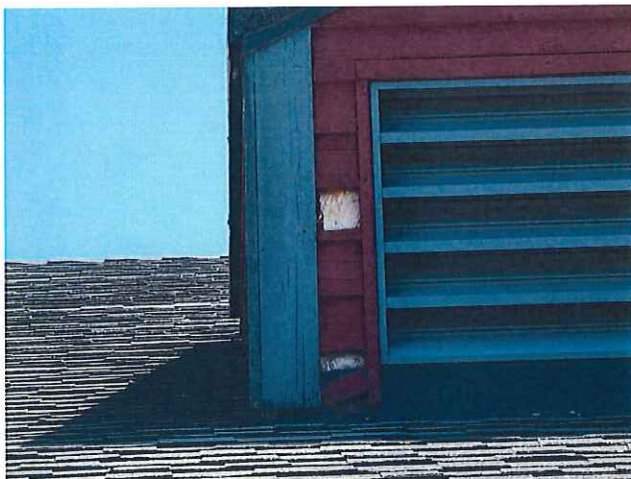
40. MINERAL DEPOSITS AT WATER BIB



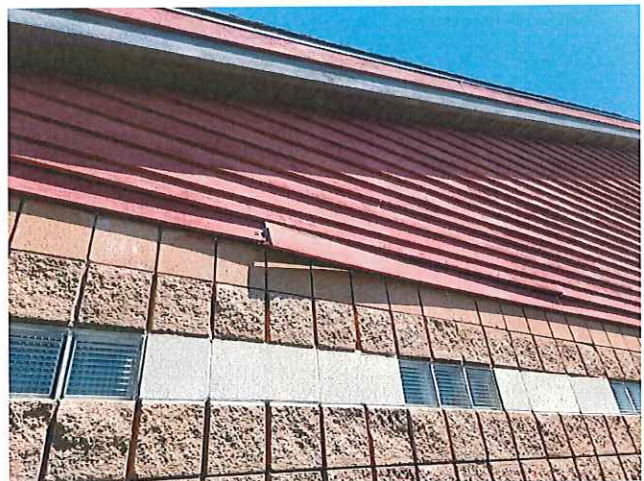
41. MINERAL DEPOSITS AT WATER BIB



42. MINERAL DEPOSITS AT WATER BIB



43. MISSING WOOD SIDING



44. WOOD SIDING NOT ATTACHED

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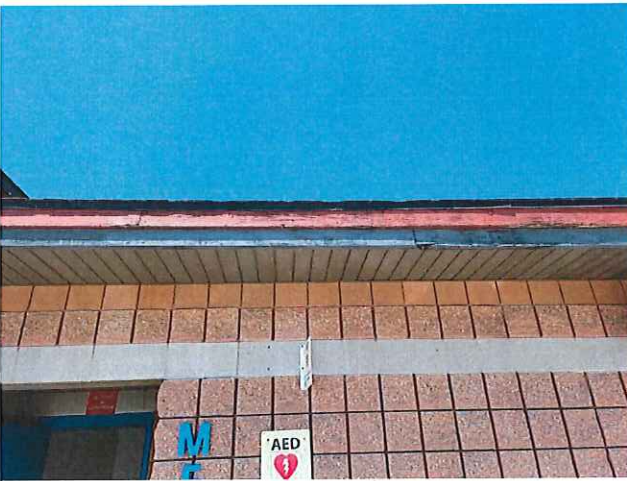
SITE PHOTOGRAPHS



45. WOOD SIDING DETERIORATING



46. WOOD SIDING DETERIORATING



47. WOOD FASCIA BOARD DETERIORATING



48. WOOD FASCIA BOARD DETERIORATING



49. WOOD FASCIA BOARD DETERIORATING



50. BROKEN GLASS BLOCK

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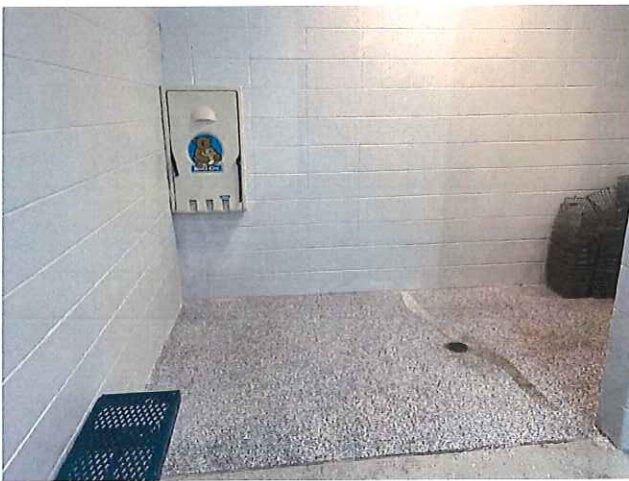
SITE PHOTOGRAPHS



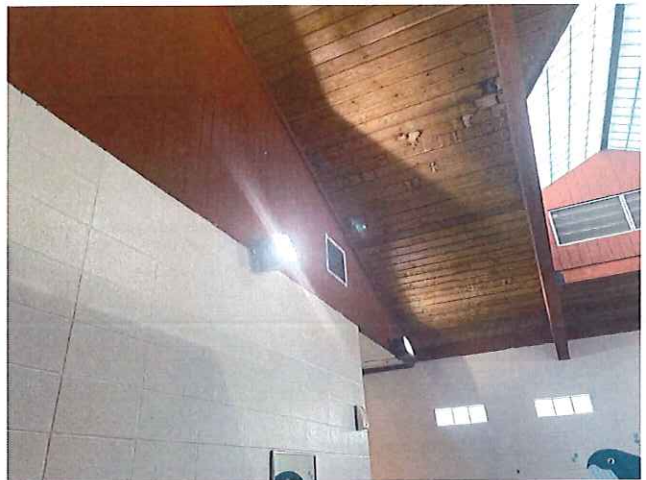
51. CORRODED AED CABINET



52. CORRODED LINTEL



53. CRACK IN FLOOR



54. DISCOLORATION AROUND SKY LIGHT



55. DAMAGED CEILING AT MEN'S LOCKER ROOM



56. DELAMINATING COUNTERTOP AT WOMEN'S LOCKER ROOM

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SITE PHOTOGRAPHS



57. MECHANICAL ROOM DOOR



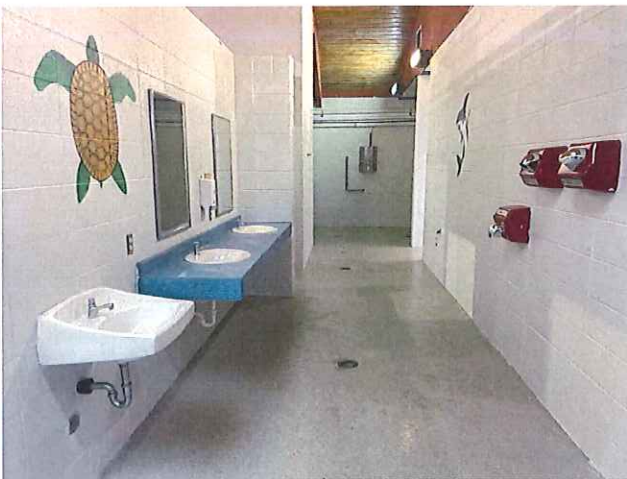
58. MEN'S URINALS



59. MEN'S WATER CLOSET COMPARTMENTS



60. MEN'S URINALS



61. MEN'S LAVATORIES



62. MEN'S GANG SHOWERS

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63. WOMEN'S NON-ACCESSIBLE TOILET COMPARTMENTS



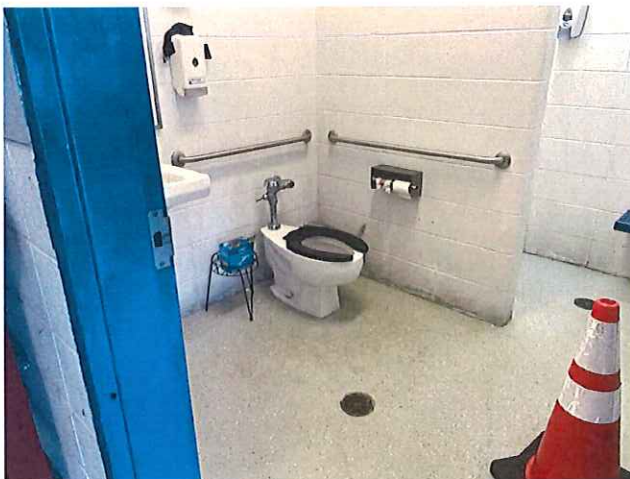
64. WOMEN'S ACCESSIBLE WATER CLOSET



65. WOMEN'S LAVATORIES



66. WOMEN'S GANG SHOWERS



67. WOMEN'S STAFF RESTROOM



68. MEN'S STAFF RESTROOM

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GREEN LAKE COUNTY

Berlin Family Aquatic Center Pool Facility Evaluation
ROUGH ORDER OF MAGNITUDE CONSTRUCTION ESTIMATE

Monday, September 30, 2024

Berlin Family Aquatic Center Pool Repairs and Improvements
Ramaker & Associates Project #60575

Summary of Proposed Improvements as Defined in the August 28th, 2024 Pool Study and Wish List

Pool Area and Basin - Repair sunken slide plunge area, replace components in mechanical room, refinishing/replace slides, and refinishing pool basin. New pools cost per square foot includes pool equipment. Estimated values provided by Badger Swimpools, Inc. on September 3, 2024. Slide estimates from Fischer Bros provided on August 28, 2024.

Note:

Construction estimate does not include construction contingencies, contractor profits, engineering/design fees, State/Federal wage requirements, agency fees, inflation, etc.

Pool and Pool Equipment		Total Item Costs
1) Replace sunken slide plunge area	600 SF	\$350,000
2) Replace portable lifeguard chairs	2 QTY	\$2,800
3) Replace 8" check valves	3 QTY	\$2,500
4) Replace 2" Cla-Val	Allowance	\$4,600
5) Pressure test piping	Allowance	\$4,900
6) Repair suspected broken gutter pipe near waterslide	Allowance	\$22,000
7) Replace 12 sand filters	Allowance	\$170,000
8) Remove deck tile adjacent to gutter, gutter grating, hand hold, and waterline tile. Install broom finish Elite Crete at back of gutter, new PVC grating with PVC hand hold, and new 6" band of waterline tile.	Allowance	\$160,000
9) Sandblast and repaint the pool	Allowance	\$170,000
10) Spray down floor covering with substrate prep for the bathhouse.	Allowance	\$40,000
Total Pool Items		\$926,800
Slide Refinish or Replacement		
11a) Large slide interior restoration	Allowance	\$27,000
11b) Large slide exterior restoration	Allowance	\$23,000
11c) Turnkey Repair of the Large Slide This would include restoration of entire slide system tower, slide supports, and slide disassembled to smallest components and shop restored to better than new condition, with all steel components media blasted and then powdercoated.	Allowance	\$105,000
12) According to Fischer Bros the plastic drop slides can not be repaired or maintained. They suggest a new drop slide be installed. Estimated cost for new drop slide excluding foundations.	Allowance	\$40,000
Total For Slide Repair (Lines 11a, 11b, and 12)		\$90,000
Alternate Slide Total (Items 11c and 12)		\$145,000
Combined Total		\$1,016,800 - \$1,071,800



Holtz Builders Inc.

Honesty. Transparency. Integrity.

Berlin Family Aquatic Center

September 27, 2024

PREPARED FOR: Ramaker
Attn: Austin Nolden

JOB LOCATION: City of Berlin
108 North Capron Street
Berlin, WI 54923

JOB DESCRIPTION: Holtz Builders, Inc is pleased to present a conceptual budget to renovate the existing aquatic facilities located in Berlin, WI. The remodel will consist of replacing the roofing, siding, fascia, electrical fixtures, plumbing fixtures, refinishing of the flooring and upgrades in the pool mechanical room.

- General Conditions – \$47,029.01
 - Building permit allowance (\$4,159.00) based on City of Berlin Fee Schedule
 - Includes waste removal, project insurance, temp electrical, temp heating, equipment rental, and cleaning
 - Temporary barricades for work zone
- Div. 02 Existing Conditions – \$22,722.88
 - Demo of existing bathroom accessories, front desk, cabana decking, and post rope fencing
- Div. 04 Masonry – \$4,850.00
 - Repair of cracked CMU, joints, and replacement of existing CMU block stained with mineral residue
- Div. 06 Woods, Plastics & Composites – \$21,331.36
 - Labor, equipment, and materials included:
 - Construction of wood framed walls in mechanical room to enclose new electrical components. Wall finish to be clad in FRP
 - Wood framed front desk
 - Replacement of existing deck boards
- Div. 07 Thermal and Moisture Protection – \$70,448.60
 - Demo of existing shingles and siding
 - Furnish and install LP Smart Siding, asphalt shingle roofing, and aluminum soffit and fascia

- Div. 08 Openings – \$5,110.41
 - Furnish and install (2) overhead coiling doors at the concession stand
- Div. 09 Finishes – \$75,318.29
 - Demo and replace drywall ceiling throughout bathhouse building
 - Grind and refinish existing epoxy flooring in throughout bathhouse building
 - Paint interior walls using epoxy paint throughout bathhouse building
 - Stain new deck boards to match existing
- Div. 10 Specialties – \$31,460.00
 - An allowance of \$500.00 for Code & Life Safety signage
 - Furnish and install new toilet partitions
 - Furnish and install all bathroom accessories. TP holders, grab bars, sanitary napkin dispensers, mirrors, etc.
- Div. 12 Furnishings – \$11,977.50
 - Furnish and install acrylic solid surface counter tops with integral sinks in both bathrooms replacing the existing
 - Replace existing front desk countertop with ADA accessible option
- Div. 13 Special Construction – Pool Construction – By Owner
- Div. 22 Plumbing – \$101,913.00
 - Replace all fixtures per Berlin Aquatic Center plans dated 10/1/1992
 - Valve modification for winterizing
 - Cap existing sprinklers in place
- Div. 23 HVAC – \$39,453.05
 - (1) Exhaust fan and (1) intake fan
 - Hang both fans at the ceiling in the pool mechanical room
 - PVC ducting for both fans
 - Replace exiting pool heater piping
- Div. 26 Electrical – \$96,900.00
 - Replace existing 200-amp service panel with new 400-amp service panel
 - Remove and dispose of existing master control cabinet
 - MCC to be replace with VFD pump controls (4) VFD's in total to be installed
 - Remove existing light fixtures throughout aquatic facility and replace with upgraded LED options
 - LED lighting priced to replace existing fixtures as they appear on Berlin Aquatic Center plans dated 10/1/1992
- Div. 32 Exterior Improvements – \$22,722.88
 - Allowance of \$17,550.00 to repair existing perimeter fence as needed
 - Post and rope to be installed around existing slide landscaping

- Exclusions/Clarifications:
 - HBI is not holding a contingency in budget
 - Cost for electricity consumption during project is by owner
 - Temp heating fuel consumption during project is at owner's expense
 - All budgeting is conceptual per scope of work provided by City of Berlin titled "Wish list" and Berlin Aquatic Center Plans dated 10/1/1992
 - All labor is figured at normal working hours. No overtime, night, or weekend work figured
 - No budgeting was figured with prevailing wage
 - ADA requirements were not taken into account with plumbing fixtures
 - No HVAC work is figured for the bathhouse building
 - Div. 13 – Special Construction is not included at this time
 - Div. 21 – Fire Suppression is not budgeted at this time
 - Div. 27 – Communication is not budgeted at this time
 - Div. 28 – Electronic Safety and Security is not budgeted at this time
 - No mechanical design was available at time of budgeting – HVAC and Electrical pricing in mechanical room subject to change after plans are developed
 - All electrical gear figured to meet NEMA 12x enclosure rating. NEMA 4x rating is not figured. If mechanical plan does not address separating the pool chemicals from the electrical gear, there will be a significant cost increase to electrical scope.

<i>Project Management/ Supervision</i>	\$ 191,671.41
<i>General Conditions</i>	\$ 47,029.01
<i>Civil/Earthwork Budget</i>	\$ 22,722.88
<i>Building Budget</i>	\$ 471,962.21
<i>Project Subtotal</i>	\$ 666,714.11
<i>Project Budget Total:</i>	\$ 733,385.52