

COMMON COUNCIL MEETING **AMENDED** AGENDA  
TUESDAY, JUNE 10, 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 Chambers). Comments will be limited to **3 minutes** per registrant. NOTE: No comments will be heard during this agenda item concerning any matter that has been or will be the subject of a public hearing, as the appropriate time for such comments is at the duly noticed public hearing, so that all interested persons can hear the comments and due process is preserved.

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. Accept and place on file reports from the City Clerk, Treasurer, and Building Inspector.
6. Approve payment of bills.
7. Approve payment of 2024-2025 Supplemental Hours Attorney Fees from Chier Law Office LLC.
8. Approve minutes from the 4.28.2025 Special Common Council Meeting, 4.15.2025 Organizational Common Council Meeting, 5.13.2025 Special Nomination Common Council Meeting and 5.13.2025 Common Council Meeting.

END OF CONSENT AGENDA

9. Development Agreement with Premier Berlin LLC for a 48 Unit Apartment Complex in TID 16 on Parcel **206-01082-0200**. RECOMMENDATION: Approve the Development Agreement between the City of Berlin and Premier Berlin, LLC for a development within TID 16 for the creation of a 4 building, 48-unit apartment complex on Parcel Number **206-01082-0200**, accept the Guaranty of Completion, and approve the Short Form Memorandum of Development Agreement City of Berlin to be recorded.
  - a. 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.* Development Agreement with Premier Berlin LLC

- b. Action. At the conclusion of the closed session, if any, the Common Council will reconvene in open session for possible further deliberation before voting and making its decision on the Development Agreement with Premier Berlin LLC
10. 2025-2026 Liquor License Requests. RECOMMENDATION: Approve Liquor License Applications as presented, subject to all locations passing all required inspections and final approval by City Attorney.
11. Mayoral appointment with Council Confirmation of Alderperson Melissa Sorenson to Liaison to the Cemetery Board and Liaison to the Sewer & Water Commission. RECOMMENDATION: Motion to approve Mayoral Appointments as presented.
12. Street Cruzers, Inc Special Event Permit Application for August 9-10, 2025. RECOMMENDATION: Listen to presentation with action as appropriate.
13. Approve Professional Services Agreement with MSA for completion of the City of Berlin Comprehensive Plan. RECOMMENDATION: Accept recommendation of the Plan Commission to accept MSA's proposal and Scope of Services to complete the City of Berlin Comprehensive Plan.
14. Resolution #25-04 Authorizing Wisconsin Assessment Monies (WAM) application – request for funding for Environmental Assessment of Fortnum property. RECOMMENDATION: Approve Resolution #25-04 Authorizing Wisconsin Assessment Monies (WAM) Application for a grant to have an environmental assessment done for the Fortnum property.
15. Accept Resignation of Board of Review Member. RECOMMENDATION: Accept the resignation of Bobbie Erdmann from the Board of Review.
16. Appointment of Board of Review Members. RECOMMENDATION: Clarify that all five of the currently appointed Board of Review (Mary Kubiak, Carol Hughes, Dave Doan, Paul Hanan and Keith Hess) are full members, and the two alternate members positions are vacant.
17. Utilities Compliance Maintenance Annual Report (CMAR) & Resolution #25-05. RECOMMENDATION: Approve Resolution #25-05 and place on file.
18. Hwy 91 and Hwy 49 project coordination with the Wisconsin Department of Transportation. RECOMMENDATION: Discussion with action as appropriate as to the Parking, Utilities, Sidewalk, Right-of-way, Access, Environmental documents and Bump-Out locations on the Hwy 91 (anticipated 2030) and Hwy 49 (anticipate 2029) road projects.
19. Intersection and Pedestrian Safety along Huron/Broadway Street corridor. Approval of visual enhancements at select crosswalks along the corridor. RECOMMENDATION: Approve increased footprint and enhanced marking for the crosswalk at Mound St and Brooklyn St intersections. Add center line pedestrian signs at Mound St, mid-block and at Brooklyn St. Provide pedestrian flags at Mound St.
20. 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.)

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

22. 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.*

*Please note, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information to request services, contact the municipal Clerk at 920-361-5400.*

*It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance in the above stated meeting to gather information; no action will be taken by any other governmental body except by the governing body noticed above.*

CITY OF BERLIN							
PAYROLL FOR MAY - 2025							
NET PAYROLL							
	PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY	AMBULANCE	
	5/9/2025	10	General City	55,297.78			
	5/9/2025	10	Utility		11,815.03		
	5/9/2025	10	Ambulance			38,410.24	
	5/23/2025	11	General City	64000.13			
	5/23/2025	11	Utility		11,953.42		
	5/23/2025	11	Ambulance			41373.87	
			TOTAL MONTHLY PAYROLL	\$119,297.91	\$23,568.45	\$79,784.11	\$0.00 \$0.00
				Total - May 2025		\$222,650.47	

# City of Berlin WI

A/P Distribution from 5/01/2025 to 5/30/2025

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
100-00-21510-000 Health Insurance						
	[WI PHY INS] WI Physician Insurance	5/09/2025	2025-10	6/08/2025	Pay period ending 5/03/2025, EmpHealth	23,661.75
	[WI PHY INS] WI Physician Insurance	5/09/2025	2025-10	6/08/2025	Pay period ending 5/03/2025, EmpHealth	10.35
			100-00-21510-000 Health Insurance Total			23,672.10
100-00-21515-000 FEDERAL WITHHOLDING						
	[WIDOR] Wisconsin Department of Revenue	5/16/2025	051625	6/15/2025	Corrected Federal Tax Form	71.67
			100-00-21515-000 FEDERAL WITHHOLDING Total			71.67
100-00-24330-000 Other Accounts Due County						
	[GLCO-02] GREEN LAKE COUNTY TREASURER	5/16/2025	051625	6/15/2025	2025 Dog Report	757.75
			100-00-24330-000 Other Accounts Due County Total			757.75
100-00-44320-000 Weights & Measures Permits						
	[CSC] CSC	5/29/2025	052925	6/28/2025	Refund for 2nd W&M payment	243.00
			100-00-44320-000 Weights & Measures Permits Total			243.00
100-00-51400-170 Employee Benefits Retiree Payout & Insurance						
	[PLANTZ] Plantz, Dennis	5/23/2025	052325	6/22/2025	Feb, March, April & May 2025 Health Reimb.	1,086.72
			100-00-51400-170 Employee Benefits Retiree Payout & Insurance Total			1,086.72
100-10-51100-340 Council, Commissions, and Committees Operating Supplies						
	[BELLA BY DESIGN] BELLA BY DESIGN	5/02/2025	3482	6/01/2025	Chamber Name Plates	77.50
			100-10-51100-340 Council, Commissions, and Committees Operating Supplies			77.50
100-10-51310-210 Special Legal Council Professional Services						
	[vonBRIESEN & ROPER, s.c.] vonBRIESEN & ROPER, s.c.	5/06/2025	050625	6/05/2025	2025 Police Negotiation	6,221.60
	[CLO] Chier Law Office LLC	5/16/2025	14633	6/15/2025	Expenses-General Overhead	195.00
	[CLO] Chier Law Office LLC	5/16/2025	14634	6/15/2025	Expenses-Variable	587.50
	[CLO] Chier Law Office LLC	5/16/2025	14652	6/15/2025	COB CDBG RLF Residential Miscellaneous	360.80
			100-10-51310-210 Special Legal Council Professional Services Total			7,364.90
100-10-51530-210 Independent Auditing Professional Services						
	[HACPA] HAWKINS ASH CPAS	5/01/2025	3232196	5/31/2025	Professional Services through 4/30/2025	1,180.00
	[HACPA] HAWKINS ASH CPAS	5/29/2025	3234496	6/28/2025	Professional Services through 5/29/2025	1,332.00
			100-10-51530-210 Independent Auditing Professional Services Total			2,512.00
100-10-51530-210 Assessment Professional Services						
	[AAC] Associated Appraisal Consultants	5/01/2025	180016	5/31/2025	May 2025 Service	2,000.00
	[AAC] Associated Appraisal Consultants	6/01/2025	180517	6/28/2025	June 2025 Service	2,000.00
			100-10-51530-210 Assessment Professional Services Total			4,000.00
100-10-52232-220 Hydrant Rental Utilities						
	[BH20] Berlin Water & Sewer Department	5/03/2025	032825 (1) (1)	6/02/2025	April Water & Sewer	20,647.00
			100-10-52232-220 Hydrant Rental Utilities Total			20,647.00
100-10-52400-210 Sealer of Weights & Measures Professional Services						
	[City of Appleton] City Of Appleton	5/02/2025	17209	6/01/2025	May 2025 Weights & Measures	575.00
			100-10-52400-210 Sealer of Weights & Measures Professional Services Total			575.00

# City of Berlin WI

A/P Distribution from 5/01/2025 to 5/30/2025

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
100-12-51420-210 City Clerk Professional Services	[vonBRIESEN & ROPER, s.c.] vonBRIESEN & ROPER, s.c.	5/06/2025	050625	6/05/2025	General Labor	146.00
			100-12-51420-210 City Clerk Professional Services Total			146.00
100-12-51420-320 City Clerk Publication Fees	[BJN] BERLIN JOURNAL	5/22/2025	052225	6/21/2025	Notice of Newly Enacted Ordinance	81.00
	[BJN] BERLIN JOURNAL	5/08/2025	191525	6/07/2025	Assessment Roll and Open Book	457.00
	[BJN] BERLIN JOURNAL	5/22/2025	192037	6/21/2025	April Common Council Meetings	449.00
			100-12-51420-320 City Clerk Publication Fees Total			987.00
100-12-51440-340 Elections Operating Supplies	[1051] Barton, Andrew	5/02/2025	050225	6/01/2025	Pick up brains for Election in Green Lake	11.62
			100-12-51440-340 Elections Operating Supplies Total			11.62
100-12-51450-221 Central Duplicating Phone/Data	[BR GHT] Brightspeed	5/09/2025	052925	6/08/2025	service 5-9/6-8 2025	477.73
			100-12-51450-221 Central Duplicating Phone/Data Total			477.73
100-12-51450-340 Central Duplicating Operating Supplies	[GFCOM] Gordon Flasch	5/11/2025	15145349	6/10/2025	Clerks Office	466.33
			100-12-51450-340 Central Duplicating Operating Supplies Total			466.33
100-20-52100-110 Police Department Salaries	[WI SCTF] WI SCTF	5/09/2025	050925	6/08/2025	Garnishment - Child Support	111.23
	[WI SCTF] WI SCTF	5/23/2025	052325	6/22/2025	Garnishment - Child Support	111.23
			100-20-52100-110 Police Department Salaries Total			222.46
100-20-52100-210 Police Department Professional Services	[CLO] Chier Law Office LLC	5/16/2025	14661	6/15/2025	Special Counsel Started as of 3/1/2025	382.40
	[MUZA] MUZA LAW, LLC	5/28/2025	208	6/27/2025	City of Berlin V Terry Wepner	2,825.00
			100-20-52100-210 Police Department Professional Services Total			3,207.40
100-20-52100-345 Police Department Property Services - Vehicles	[KRAUSE'S SERVICE, INC.] KRAUSE'S SERVICE, INC.	5/06/2025	09100	6/05/2025	Oil Change	202.48
	[KRAUSE'S SERVICE, INC.] KRAUSE'S SERVICE, INC.	5/05/2025	09102	6/04/2025	Change oil & filter Rotate Tire's	111.04
			100-20-52100-345 Police Department Property Services - Vehicles Total			313.52
100-29-52900-291 Emergency Management Radar Control	[DTN] DTN, LLC	5/14/2025	210-00171154	6/13/2025	WeatherSentry Online Public Safety	124.95
			100-29-52900-291 Emergency Management Radar Control Total			124.95
100-30-46441-000 Stump Removal & Trees	[01-00010201-07-0] BRALEY, ANTHONY	5/19/2025	051925	6/18/2025	Refund for Stump Removal	100.00
			100-30-46441-000 Stump Removal & Trees Total			100.00
100-30-51600-120 Municipal Building Wages	[DLF,LLC] Dobberstein Law Firm, LLC	5/09/2025	050925	6/08/2025	Garnishment-Andrew Barton	293.89
	[DLF,LLC] Dobberstein Law Firm, LLC	5/23/2025	052325	6/22/2025	Garnishment-Andrew Barton	293.89
			100-30-51600-120 Municipal Building Wages Total			587.78

# City of Berlin WI

A/P Distribution from 5/01/2025 to 5/30/2025

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
100-30-51600-290 Municipal Building Other Contractual Services [OEC] OTIS ELEVATOR COMPANY		5/05/2025	F100000221084	6/04/2025	City Hall Elevator	125.00
			100-30-51600-290 Municipal Building Other Contractual Services Total			125.00
100-30-51600-340 Municipal Building Operating Supplies [1051] Barton, Andrew [CIN] CINTAS		5/02/2025	050225	6/01/2025	Cash for Operating Supplies as Municipal	50.00
		5/15/2025	4230646924	6/14/2025	Mats Cleaning Supplies	323.20
			100-30-51600-340 Municipal Building Operating Supplies Total			373.20
100-30-51600-360 Municipal Building Other Repairs & Maintenance [JLE] JON LUNDT ELECTRIC		5/12/2025	14339	6/11/2025	A/C work at City Hall	468.45
			100-30-51600-360 Municipal Building Other Repairs & Maintenance Total			468.45
100-30-51600-380 Municipal Building Equipment & Structures [JLE] JON LUNDT ELECTRIC		5/19/2025	14343	6/18/2025	Cooling Tower Repairs	183.00
			100-30-51600-380 Municipal Building Equipment & Structures Total			183.00
100-30-51610-220 Buildings & Grounds Utilities [BH20] Berlin Water & Sewer Department		5/03/2025	032825 (1) (1)	6/02/2025	April Water & Sewer	374.60
			100-30-51610-220 Buildings & Grounds Utilities Total			374.60
100-30-53311-210 Public Works General Streets Professional Services [Eric Miller] Eric J Miller		5/27/2025	052725	6/26/2025	E-Cycle	955.50
			100-30-53311-210 Public Works General Streets Professional Services Total			955.50
100-30-53311-220 Public Works General Streets Utilities [BH20] Berlin Water & Sewer Department		5/03/2025	032825 (1) (1)	6/02/2025	April Water & Sewer	234.23
			100-30-53311-220 Public Works General Streets Utilities Total			234.23
100-30-53311-290 Public Works General Streets Other Contractual Services [ALLNT] Alliant Energy/WPL		5/07/2025	1046554	6/06/2025	Nathan Strong - New Service	7,129.56
			100-30-53311-290 Public Works General Streets Other Contractual Services Total			7,129.56
100-30-53311-320 Public Works General Streets Publication Fees [BJN] BERLIN JOURNAL		5/01/2025	191332	5/31/2025	Weed Notice	129.00
			100-30-53311-320 Public Works General Streets Publication Fees Total			129.00
100-30-53311-340 Public Works General Streets Operating Supplies [ALCIVIA] Alcivia [Wisconsin Department of Natural Resources] Wisconsin [ALCIVIA] Alcivia [ALCIVIA] Alcivia [JTUAB] ITU ABSORBTech, INC.		5/16/2025	17630	6/15/2025	Fuel Hose	38.93
		5/12/2025	424038560-2025-1	6/11/2025	Permit	165.00
		5/02/2025	4282	6/01/2025	Off Road Fuel	690.99
		5/15/2025	4350	6/14/2025	Off Road Fuel	749.54
		5/13/2025	8533910	6/12/2025	Towels/Rugs	150.37
			100-30-53311-340 Public Works General Streets Operating Supplies Total			1,794.83
100-30-53311-346 Public Works General Streets Hand Tools & Small Equipment [VES] VIKING ELECTRIC SUPPLY		5/01/2025	S009122431.001	5/31/2025	Tools	133.68
			100-30-53311-346 Public Works General Streets Hand Tools & Small Equipment			133.68
100-30-53311-391 Public Works General Streets Uniforms [Andrew Barton] Andrew Barton		5/23/2025	052325	6/22/2025	Uniform	225.32
			100-30-53311-391 Public Works General Streets Uniforms Total			225.32

# City of Berlin WI

A/P Distribution from 5/01/2025 to 5/30/2025

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
100-30-53311-860 Public Works General Streets Capital Equipment	[Arling] Arling Equipment CO., INC.	5/13/2025	657712	6/12/2025	Grapple arms	6,066.77
			100-30-53311-860 Public Works General Streets Capital Equipment Total			6,066.77
100-30-53620-290 Garbage & Refuse Other Contractual Services	[WM] WASTE MANAGEMENT	5/01/2025	0031672-0414-2	5/31/2025	April 2025 Service	20,346.66
			100-30-53620-290 Garbage & Refuse Other Contractual Services Total			20,346.66
100-30-53635-290 Recycling Other Contractual Services	[WM] WASTE MANAGEMENT	5/01/2025	0031672-0414-2	5/31/2025	April 2025 Service	12,437.06
			100-30-53635-290 Recycling Other Contractual Services Total			12,437.06
100-30-55420-220 Swimming Pool Utilities	[BH20] Berlin Water & Sewer Department	5/03/2025	032825 (1) (1)	6/02/2025	April Water & Sewer	462.51
	[CHCOMM - POOL] Charter Communication	5/07/2025	171718801050725	6/06/2025	Pool 5/13-6/12/2025	169.98
			100-30-55420-220 Swimming Pool Utilities Total			632.49
100-30-55420-340 Swimming Pool Operating Supplies	[Marquette] Marquette County	5/29/2025	05292025	6/28/2025	Pool Complex Permit	1,032.00
			100-30-55420-340 Swimming Pool Operating Supplies Total			1,032.00
100-30-55420-360 Swimming Pool Other Repairs & Maintenance	[VES] VIKING ELECTRIC SUPPLY	5/14/2025	S009158228.001	6/13/2025	Light Bulbs	329.94
			100-30-55420-360 Swimming Pool Other Repairs & Maintenance Total			329.94
100-30-55420-380 Swimming Pool Equipment & Structures	[Moriarty] Moriarty Refrigeration	5/20/2025	8505	6/19/2025	Freezer	839.00
			100-30-55420-380 Swimming Pool Equipment & Structures Total			839.00
100-40-24336-000 Senior Center Rental Deposits	[Susan Klauer] Susan Klauer	5/09/2025	050925	6/08/2025	Senior Center Rental Return	100.00
			100-40-24336-000 Senior Center Rental Deposits Total			100.00
100-40-54600-220 Senior Center Utilities	[BH20] Berlin Water & Sewer Department	5/03/2025	032825 (1) (1)	6/02/2025	April Water & Sewer	105.54
			100-40-54600-220 Senior Center Utilities Total			105.54
100-40-54600-221 Senior Center Phone/Data	[BRIGHT] Brightspeed	5/09/2025	052925	6/08/2025	service 5-9/6-8 2025	26.50
			100-40-54600-221 Senior Center Phone/Data Total			26.50
100-50-55110-220 Library Utilities	[BH20] Berlin Water & Sewer Department	5/03/2025	032825 (1) (1)	6/02/2025	April Water & Sewer	95.38
			100-50-55110-220 Library Utilities Total			95.38
100-50-55110-221 Library Phone/Data	[BRIGHT] Brightspeed	5/09/2025	052925	6/08/2025	service 5-9/6-8 2025	78.98
			100-50-55110-221 Library Phone/Data Total			78.98
100-50-55110-290 Library Other Contractual Services	[GFCOM] Gordon Flesch	5/01/2025	15145342	5/31/2025	Images over base amount	159.74
	[01-00002113-02-8] OBRIST, LISA	5/05/2025	2025-04	6/04/2025	Lisa's Quick Clean	603.75
	[FWC] Fish Window Cleaning	5/16/2025	2680-196389	6/15/2025	Window Cleaning	317.00



**City of Berlin WI**  
**A/P Distribution from 5/01/2025 to 5/30/2025**

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
[MWT] MIDWEST TAPE [Unique] Unique Management Services, Inc.		5/16/2025	507111729	6/15/2025	Digital	368.58
		5/01/2025	6138973	5/31/2025	04-16 Placements	46.60
			100-50-55110-290 Library Other Contractual Services Total			1,495.67
100-50-55110-340 Library Operating Supplies [DAS] Danielle A Schroeder [Baker & Taylor] Baker & Taylor		5/16/2025	051625	6/15/2025	Tea Program	40.44
		5/05/2025	L034025	6/04/2025	Adult - \$1407.15	2,564.63
			100-50-55110-340 Library Operating Supplies Total			2,605.07
100-52-24335-000 Due Park Shelter Rent Deposits [Miller, Micky] Miller, Micky		5/23/2025	052325	6/22/2025	Shelter Refund	100.00
			100-52-24335-000 Due Park Shelter Rent Deposits Total			100.00
100-52-55200-220 Parks Utilities [BHZO] Berlin Water & Sewer Department		5/03/2025	032825 (1) (1)	6/02/2025	April Water & Sewer	923.97
			100-52-55200-220 Parks Utilities Total			923.97
100-52-55200-340 Parks Operating Supplies [Marquette] Marquette County [D&D] D&D Dreske Construction, Inc [PIONEER] PIONEER MANUFACTURING CO [COLE OIL & PROPANE] COLE OIL & PROPANE [PACKERLAND PORTABLES] PACKERLAND PORTABLES		5/29/2025	05292025	6/28/2025	Pool Complex Permit	252.00
		5/27/2025	052925	6/26/2025	Roof	2,595.00
		5/17/2025	248916	6/16/2025	Benches	6,711.00
		5/15/2025	9779	6/14/2025	LP for Parks Building	2,737.49
		5/15/2025	1137254	6/14/2025	Porta Potties	185.00
			100-52-55200-340 Parks Operating Supplies Total			12,480.49
100-52-55200-415 Parks Sales Tax [WIDOR] Wisconsin Department of Revenue		5/16/2025	051625	6/15/2025	Sales Tax Adjustment	53.25
			100-52-55200-415 Parks Sales Tax Total			53.25
100-60-56600-836 Urban Development Raze & Repair Raze Orders [CLO] Chier Law Office LLC		5/21/2025	14387 (1)	6/20/2025	Raze or Repair	0.75
			100-60-56600-836 Urban Development Raze & Repair Raze Orders Total			0.75
100-60-56700-351 Economic Development Room Tax Expense [Street Cruzer's] Street Cruzers, Inc [Janet Broesch] Janet Broesch [ABC, INC] ABC, INC [BAHS] Berlin Area Historical Society [Berlin Farmers & Artists Market Inc] Berlin Farmers & Artists		5/16/2025	051525	6/15/2025	2025 Tourism Grant	1,500.00
		5/16/2025	051625	6/15/2025	2025 Tourism Grant	300.00
		5/16/2025	051625	6/15/2025	3rd of July Celebration	3,000.00
		5/16/2025	051625	6/15/2025	2025 Tourism Grant	2,000.00
		5/16/2025	051625	6/15/2025	2025 Tourism Grant	3,000.00
			100-60-56700-351 Economic Development Room Tax Expense Total			9,800.00
200-00-51400-210 ARPA Fund Professional Services [CP2 Consulting] CP2 Consulting, Inc. [Public Administration Associates, LLC] Public Administration		5/24/2025	240	6/23/2025	Second Installment on Strategic Plan	3,125.00
		5/05/2025	C-35-25	6/04/2025	Staffing classification and compensation plan	6,300.00
			200-00-51400-210 ARPA Fund Professional Services Total			9,425.00
315-00-56600-390 Miscellaneous [FRS] Four Reel Sports LLC [Fox River Property] Fox River Property Management LLC		5/16/2025	051625	6/15/2025	TID 15 Bldg. Improvement	238.74
		5/16/2025	051625	6/15/2025	Facade Improvement Program	15,000.00
			315-00-56600-390 Miscellaneous Total			15,238.74

# City of Berlin WI

A/P Distribution from 5/01/2025 to 5/30/2025

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
400-20-57210-810 Vehicle/Equip Replcmnt-Police [WIDQJ] WISCONSIN DEPARTMENT OF JUSTICE		5/16/2025	051425	6/15/2025	AC Knetzger Command College	2,000.00
			400-20-57210-810 Vehicle/Equip Replcmnt-Police Total			2,000.00
400-30-57324-810 Vehicle Replacement- DPW [Monroe Truck Equipmnet, Inc.] Monroe Truck Equipmnet, Inc.		5/22/2025	47381	6/21/2025	New Dump Body	43,591.00
			400-30-57324-810 Vehicle Replacement- DPW Total			43,591.00
600-00-21510-000 Health Insurance [WI PHY INS] WI Physician Insurance		5/09/2025	2025-10	6/08/2025	Pay period ending 5/03/2025,EmpHealth	14,777.62
			600-00-21510-000 Health Insurance Total			14,777.62
600-00-52300-220 Utilities [WeEner] We Energies		5/15/2025	052925	6/14/2025	Princeton House April	32.61
			600-00-52300-220 Utilities Total			32.61
600-00-52300-290 Other Contractual Services [CVK] Cvikota MBS		5/05/2025	019-05012025-2911	6/04/2025	April 2025 Collections	4,941.71
		5/01/2025	050125	5/31/2025	Pt paid twice	75.00
		5/01/2025	050125	5/31/2025	Pt paid twice	275.00
		5/02/2025	050125	6/01/2025	Pt. paid twice	50.00
		5/16/2025	051625	6/15/2025	Refund Requests	851.18
		5/05/2025	7874	6/04/2025	Ps Trax renewal	1,834.50
			600-00-52300-290 Other Contractual Services Total			8,027.39
600-00-52300-380 Equipment & Structures [GAGNE] GAGNE FORD, INC		5/15/2025	051525	6/14/2025	2011 Ford Explorer	10,000.00
			600-00-52300-380 Equipment & Structures Total			10,000.00
600-00-52300-530 Lease Payment & Rent [ZP-RENTAL] ZIETLOW PROPERTIES, LLC		5/29/2025	052925	6/28/2025	May 2025	900.00
			600-00-52300-530 Lease Payment & Rent Total			900.00
601-00-21510-000 Health Insurance [WI PHY INS] WI Physician Insurance		5/09/2025	2025-10	6/08/2025	Pay period ending 5/03/2025,EmpHealth	4,038.92
			601-00-21510-000 Health Insurance Total			4,038.92
601-00-21514-000 SOCIAL SECURITY [BCT1015] Berlin City Treasurer 1015		5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	4,145.78
			601-00-21514-000 SOCIAL SECURITY Total			4,145.78
601-00-21515-000 FEDERAL WITHHOLDING [BCT1015] Berlin City Treasurer 1015		5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	2,865.00
			601-00-21515-000 FEDERAL WITHHOLDING Total			2,865.00
601-00-21516-000 STATE WITHHOLDING [BCT1015] Berlin City Treasurer 1015		5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	1,396.41
			601-00-21516-000 STATE WITHHOLDING Total			1,396.41
601-00-21517-000 DEFERRED COMPENSATION [BCT1015] Berlin City Treasurer 1015		5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	440.00
			601-00-21517-000 DEFERRED COMPENSATION Total			440.00

**City of Berlin WI**  
**A/P Distribution from 5/01/2025 to 5/30/2025**

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
601-00-21518-000 MEDICARE						
[BCT1015] Berlin City Treasurer 1015		5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	969.54
			601-00-21518-000 MEDICARE Total			969.54
601-00-21525-000 GROUP LIFE INSURANCE						
[BCT1015] Berlin City Treasurer 1015		5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	108.03
			601-00-21525-000 GROUP LIFE INSURANCE Total			108.03
601-00-21527-000 HSA Empl Deduction						
[BCT1015] Berlin City Treasurer 1015		5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	2,142.30
			601-00-21527-000 HSA Empl Deduction Total			2,142.30
601-00-53610-843 Phosphorus Removal Chemical						
[BAD] Badger Laboratories, Inc.		5/09/2025	25-007386	6/08/2025	BOD/SS/PHOSPHORUS	1,911.65
			601-00-53610-843 Phosphorus Removal Chemical Total			1,911.65
601-00-53610-845 OTHER SUPPLY-OPERATION EXPENSE						
[US CEL] U S CELLULAR		5/16/2025	0730532238	6/15/2025	MONTHLY SERVICES	212.03
[BELLA BY DESIGN] BELLA BY DESIGN		5/01/2025	3481	5/31/2025	PLAQUE FOR PR	25.00
[CIN] CINTAS		5/01/2025	4229162397	5/31/2025	MOP & PARTS/MATS	80.35
[FEDERAL LIC] FEDERAL LICENSING, INC		5/01/2025	5/1/25	5/31/2025	RADIO STATION LICENSE CALL SIGN 10 YR	67.50
[UNITED] UNITED COOPERATIVE		5/20/2025	7299874	6/19/2025	SOIL SAMPLE TESTING FEES	28.00
[CCP] CCP DIRECT		5/20/2025	IN05390091	6/19/2025	GLOVES/EAR MUFFS/SAFETY VESTS	196.96
[CCP] CCP DIRECT		5/06/2025	INV05371334	6/05/2025	GLASSES, VISITOR SAFETY	10.73
[GFL] GFL Solid Waste		5/20/2025	U40000114385	6/19/2025	STANDARD TRASH/RECYCLE SERVIE	192.15
			601-00-53610-845 OTHER SUPPLY-OPERATION EXPENSE Total			812.72
601-00-53610-896 MATERIALS-TRANSPORTATION EXP						
[MACQUEEN] MACQUEEN		5/09/2025	W08295	6/08/2025	SERVICE ON VACTOR 2100 PD 12Y	2,489.51
			601-00-53610-896 MATERIALS-TRANSPORTATION EXP Total			2,489.51
601-00-53612-824 Supply Exp-Cust Accts Meters						
[USPSU010] US POSTAL OFFICE- POST MASTER		5/21/2025	5/21/25	6/20/2025	10 ROLLS OF FOREVER STAMPS	365.00
[USPSU010] US POSTAL OFFICE- POST MASTER		5/03/2025	5/3/25	6/02/2025	MAY MONTHLY BILLING	397.72
			601-00-53612-824 Supply Exp-Cust Accts Meters Total			762.72
601-00-53613-650 WRF 600						
[BCT1015] Berlin City Treasurer 1015		5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	4,995.98
			601-00-53613-650 WRF 600 Total			4,995.98
601-00-53613-742 EMPL PENS & BENEFITS HEALTH IN						
[BCT1015] Berlin City Treasurer 1015		5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	6,908.85
			601-00-53613-742 EMPL PENS & BENEFITS HEALTH IN Total			6,908.85
601-00-53613-745 EMPL PENS & BENEFITS LIFE INS						
[BCT1015] Berlin City Treasurer 1015		5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	55.67
			601-00-53613-745 EMPL PENS & BENEFITS LIFE INS Total			55.67
601-00-53613-816 Outside Serv Empl(testing)						
[FERGUSON] FERGUSON WATERWORKS		5/09/2025	0427673	6/08/2025	NEPTUNE 360 SET-UP FEE/ PROFESSIONAL	3,613.90
[BAD] Badger Laboratories, Inc.		5/23/2025	25-010502	6/22/2025	TOTAL COLIFORM BACTERIA	40.50

# City of Berlin WI

A/P Distribution from 5/01/2025 to 5/30/2025

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
	[MOUNTAINEER] MOUNTAINEER COMPUTER SYSTEMS, INC.	5/02/2025	29150	6/01/2025	UTILITY BILLING ASSISTANCE	285.00
			601-00-53613-816 Outside Serv Empl(testing) Total			3,889.40
	601-00-53613-821 Office Supplies & Exp					
	[RITEWAY] RITEWAY BUSINESS FORMS	5/23/2025	25-31099	6/22/2025	5,000 POSTCARDS FOR MONTHLY BILLIN	501.67
	[BRIGHT] Brightspeed	5/09/2025	5/9/25	6/08/2025	LOCAL SERVICE MAY 9 TO JUN 8	40.04
			601-00-53613-821 Office Supplies & Exp Total			541.71
	601-00-53613-823 Regulatory Commission Exp					
	[WI DNR ENVIR] WI DNR - ENVIRONMENTAL FEES	5/12/2025	424004460-2025-1	6/11/2025	2025 ENVIRONMENTAL FEES	2,289.63
			601-00-53613-823 Regulatory Commission Exp Total			2,289.63
	601-00-57000-007 CAPITAL-PROJECTS					
	[GLRU010] Great Lakes Roofing	5/15/2025	A72581-DP2	6/14/2025	230 WWTP ROOFING-	15,333.33
			601-00-57000-007 CAPITAL-PROJECTS Total			15,333.33
	601-00-57000-325 Misc Pumping Equipment					
	[STR] STRAND ASSOCIATES, INC	5/12/2025	0224476	6/11/2025	DIGESTER MIXING AND PIPING	16,900.00
			601-00-57000-325 Misc Pumping Equipment Total			16,900.00
	602-00-21510-000 Health Insurance					
	[WI PHY INS] WI Physician Insurance	5/09/2025	2025-10	6/08/2025	Pay period ending 5/03/2025,EmpHealth	3,098.88
			602-00-21510-000 Health Insurance Total			3,098.88
	602-00-26103-000 Overpayments					
	[01-00003063-00-9] DORO, JOHNATHON	5/30/2025		6/14/2025	OVERPAYMENT	33.05
			602-00-26103-000 Overpayments Total			33.05
	602-00-48900-000 MISC NON-OPERATING INCOME					
	[BCT1015] Berlin City Treasurer 1015	5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	32.12
			602-00-48900-000 MISC NON-OPERATING INCOME Total			32.12
	602-00-53612-824 Supply Exp-Cust Accts Meters					
	[USPSU010] US POSTAL OFFICE- POST MASTER	5/21/2025	5/21/25	6/20/2025	10 ROLLS OF FOREVER STAMPS	365.00
	[USPSU010] US POSTAL OFFICE- POST MASTER	5/03/2025	5/3/25	6/02/2025	MAY MONTHLY BILLING	397.73
			602-00-53612-824 Supply Exp-Cust Accts Meters Total			762.73
	602-00-53613-742 EMPL PENS & BENEFITS HEALTH IN					
	[BCT1015] Berlin City Treasurer 1015	5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	6,908.85
			602-00-53613-742 EMPL PENS & BENEFITS HEALTH IN Total			6,908.85
	602-00-53613-745 EMPL PENS & BENEFITS LIFE INS					
	[BCT1015] Berlin City Treasurer 1015	5/30/2025	5/30/25	6/29/2025	PAYROLL FOR MAY 2025	55.67
			602-00-53613-745 EMPL PENS & BENEFITS LIFE INS Total			55.67
	602-00-53613-816 Outside Serv Empl(testing)					
	[FERGUSON] FERGUSON WATERWORKS	5/09/2025	0427673	6/08/2025	NEPTUNE 360 SET-UP FEE/ PROFESSIONAL	3,613.90
	[BAD] Badger Laboratories, Inc.	5/08/2025	25-009502	6/07/2025	TOTAL COLIFORM BACTERIA	108.00
	[BAD] Badger Laboratories, Inc.	5/23/2025	25-010502	6/22/2025	TOTAL COLIFORM BACTERIA	40.50
	[MOUNTAINEER] MOUNTAINEER COMPUTER SYSTEMS, INC.	5/02/2025	29150	6/01/2025	UTILITY BILLING ASSISTANCE	235.00
			602-00-53613-816 Outside Serv Empl(testing) Total			3,997.40

**City of Berlin WI**  
A/P Distribution from 5/01/2025 to 5/30/2025

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
<b>602-00-53613-821 Office Supplies &amp; Exp</b>						
[BJN] BERLIN JOURNAL		5/13/2025	191698	6/12/2025	CCR AD	70.00
[RITEWAY] RITEWAY BUSINESS FORMS		5/23/2025	25-31099	6/22/2025	5,000 POSTCARDS FOR MONTHLY BILLIN	501.67
[BRIGHT] Brightspeed		5/09/2025	5/9/25	6/08/2025	LOCAL SERVICE MAY 9 TO JUN 8	40.05
			602-00-53613-821 Office Supplies & Exp Total			611.72
<b>602-00-53704-851 SUPPLY/EXP-TRANS DIST SYS-OPER</b>						
[US CELL] U S CELLULAR		5/16/2025	0730532238	6/15/2025	MONTHLY SERVICES	212.03
[BELLA BY DESIGN] BELLA BY DESIGN		5/01/2025	3481	5/31/2025	PLAQUE FOR PR	25.00
[CIN] CINTAS		5/01/2025	4229162357	5/31/2025	MOP & PARTS/MATS	80.34
[FEDERAL LIC] FEDERAL LICENSING, INC		5/01/2025	5/1/25	5/31/2025	RADIO STATION LICENSE CALL SIGN 10 YR	67.50
[UNITED] UNITED COOPERATIVE		5/20/2025	7299874	6/19/2025	SOIL SAMPLE TESTING FEES	28.00
[CCP] CCP DIRECT		5/20/2025	IN05390091	6/19/2025	GLOVES/EAR MUFFS/SAFETY VESTS	196.95
[CCP] CCP DIRECT		5/06/2025	INV05371334	6/05/2025	GLASSES, VISITOR SAFETY	10.72
[GFL] GFL Solid Waste		5/20/2025	U40000114385	6/19/2025	STANDARD TRASH/RECYCLE SERVIE	192.15
			602-00-53704-851 SUPPLY/EXP-TRANS DIST SYS-OPER Total			812.69
<b>602-00-53704-891 MATERIALS-MAINT OF SERVICES</b>						
[MARTY'S BLUE SKY NURSERY] MARTY'S BLUE SKY NURSERY		5/10/2025	4959	6/09/2025	TOPSOIL	300.00
			602-00-53704-891 MATERIALS-MAINT OF SERVICES Total			300.00
<b>602-00-53707-897 MATERIALS-TRANSPORTATION EXP</b>						
[Reg Fee Trust] Registration Fee Trust		5/21/2025	5/21/25	6/20/2025	REGISTRATION FOR 2024 WESTERN STAR	164.50
[Reg Fee Trust] Registration Fee Trust		5/21/2025	5/21/25 a	6/20/2025	Plate fee for 2024 Western Star Tandem axle,	5.00
			602-00-53707-897 MATERIALS-TRANSPORTATION EXP Total			169.50
<b>700-00-51490-131 Health Insurance</b>						
[01-00000811-00-1] PODOLL, GARY		5/02/2025	050225	6/01/2025	Retiree Health Insurance - COBRA for S.	1,220.82
[01-00000811-00-1] PODOLL, GARY		5/13/2025	051325	6/12/2025	Retiree Health Insurance - COBRA for S.	610.41
			700-00-51490-131 Health Insurance Total			1,831.23
<b>700-00-51490-132 Life Insurance 1</b>						
[MOMAHA] MUTUAL OF OMAHA		5/01/2025	001880329541	5/31/2025	May 2025	123.96
			700-00-51490-132 Life Insurance 1 Total			123.96
<b>700-00-51490-133 Life Insurance 2</b>						
[SFG] SECURIAN FINANCIAL GROUP		5/01/2025	041625	5/31/2025	May	1,156.50
[SFG] SECURIAN FINANCIAL GROUP		5/16/2025	051625	6/15/2025	June Invoice	973.80
[SFG] SECURIAN FINANCIAL GROUP		5/16/2025	051625 (1)	6/15/2025	June Invoice - Employer Contribution 20%	99.26
			700-00-51490-133 Life Insurance 2 Total			2,229.56
<b>700-00-51490-136 Accident</b>						
[MOMAHA] MUTUAL OF OMAHA		5/01/2025	001880329541	5/31/2025	May 2025	284.76
			700-00-51490-136 Accident Total			284.76
			Report Total			347,569.95

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** 2024-2025 Attorney Fees from Chier Law Office LLC  
**MEETING DATE:** June 10, 2025

**BACKGROUND**

The City of Berlin had an Attorney Retainer Contract with Attorney Matthew G. Chier and Chier Law Office LLC for services from May 1, 2024 through April 30, 2025. Per Attorney Chier's request, the City accepted his resignation as City Attorney as of February 28, 2025 and appointed Municipal Law & Litigation Group as City Attorney, to take over these duties and work through the transition as of March 1, 2025. The City then entered into a Special Council Retainer Agreement with Chier Law Office LLC for municipal citation prosecution and enforcement, completion of projects started prior to February 28, 2025 and other services as mutually agreed upon by the City and Chier Law Office LLC.

**ISSUE**

Chier Law Office LLC has submitted a bill to the City for Supplemental Hours (Hours over base Retainer for 2024-2025 contract year (Only through February 2025)). This bill is for \$117,817.25 for 690 hours billed over the 800 hours included in the base retainer.

1490 hours total billed for 2024-2025 contract

-800 hours as retainer

690 hours to be billed at supplemental rate

25 hours @ \$150.50 per hour

25 hours @ \$159.00 per hour

640 hours @ \$172.00 per hour

**ANALYSIS**

In 2024-2025 the City has paid the following to Chier Law Office LLC:

\$144,137.03 + \$568.10 including

City Attorney Salaries		\$ 132,632.36
City Attorney Conferences and Training		\$ 951.59
City Attorney Operating Supplies		\$ 8,549.13
Special Legal Council Professional Services		\$ 1,295.53
Police Department Professional Services		\$ 382.40
Land Use Planning Professional Services		\$ 82.00
Zoning Salaries		\$ 121.50
Urban Development - Raze & Repair Orders		\$ 122.52
<b>TOTAL</b>		<b>\$ 144,137.03</b>
Regulatory Commission Exp		\$ 568.10

PAID TO CHIER AS OF 5.30.2025 for 2024-2025 Contract      \$144,705.13

Chier Law Offices has submitted as additional payment request of \$117,817.25. For a grand total to be paid to Chier Law Offices for the 2024-2025 contract of \$262,522.63.

In 2024, a total of \$110,385 was budgeted for Attorney fees (\$103,810 for City Attorney Salaries (Professional Services), \$1,200 for City Attorney Conferences and Training, and \$5,375 for City Attorney Operating Supplies).

In 2025, a total of \$111,392 was budgeted for Attorney fees (\$104,817 for City Attorney Salaries (Professional Services), \$1,200 for City Attorney Conferences and Training, and \$5,375 for City Attorney Operating Supplies).

Therefore the \$262,522.63 charged by Chier Law Office for services from May 2024-April 2025 (contract ended 2.28.2025) exceeds the budget significantly.

\$262,522.63 billed

- \$110,385.00 2024 budgeted attorney fees (budget was for full year, not just 5.1.2024-12.31.2024 portion of contract)  
\$152,137.63 billed over 2024 budget
- \$111,392.00 2025 budgeted attorney fees (budget was for full year, not just 1.1.2025-4.30.2025 portion of contract)  
\$40,745.63 billed over 2024 and 2025 budgets combined

Therefore, the City will be (upon paying the supplemental hours payment request) at least \$40,745.63 over our budgeted attorney fees for this year, and this does not account for any of the fees billed by the current City Attorney for work to be completed this budget year or for fees to be billed by Chier Law Offices for municipal citation prosecution and enforcement for the remainder of the year.

Attorney Chier has expressed that a significant number of hours were needed during the staffing transitions in 2024 and early 2025. This included the former City Administrator being out on maternity leave for a period of time, the former Deputy City Clerk-Treasurer being out on maternity leave for a period of time, resignation of the former City Administrator and transition to an Interim Administrator for several months, resignation of the former Deputy City Clerk-Treasurer, and transition to the new City Administrator.

Of note, on the monthly, hourly breakdown provided for November 2024 to February 2025 (received 5.27.2025), there are Miscellaneous charges for services on 9.30.2024, 3.3 hours total; and Ordinance Codification services on 10.31.2024 for 0.3 hours. Additionally, there were 12 days (11.1.2024, 19.2 hours; 11.5.2024, 14.6 hours; 11.6.2024, 12.4 hours; 11.13.2024, 11.8 hours; 11.20.2024, 11.5 hours; 12.10.2024, 10.5 hours; 1.10.2025, 10.2 hours; 1.15.2025, 10.5 hours; 1.20.2025, 11.9 hours; 1.21.2025, 14.3 hours; 1.31.2025, 12.8 hours; and 2.4.2025, 11.5 hours) that more than 10 hours of time were billed to the City during the four month period.

For your information, please find enclosed a copy of the CITY OF BERLIN ATTORNEY RETAINER CONTRACT for May 1, 2024 through April 30, 2025; the letter from Attorney Chier (RE: Hours over base Retainer for 2024-2025 contract year (Only through February 2025)) and CITY OF BERLIN MONTHLY HOURS TABLE from Chier Law Office.

The 2025 City budget will need to be amended later in the year to account for the significant amount of expenses over the budgeted amount (+\$40,745.63 (amount over the full year budget allocation to be

paid to Chier Law Offices for 2024-2025 contract, ended 2.28.2025), plus all expenses to be paid for services from Municipal Law & Litigation Group for the remainder of the year (March 1 – December 31, 2025); plus all expenses to be paid for municipal citation prosecution and enforcement from Chier Law Office for the remainder of the year (May 1 – December 2025)).

A total of \$262,522.63 was billed by Chier Law Office to the City for City Attorney services for the contract year May 1, 2024 to April 30, 2025.



## City Administrator

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**From:** Matthew & Carey Chier  
**Sent:** Tuesday, June 3, 2025 9:15 AM  
**To:** City Administrator  
**Subject:** RE: COB Monthly Hours Charts for Nov 2024 through February 2025

Jessi:

Thanks for sending your Staff Report and the materials to present to the Common Council.

I'm not seeing anything substantively incorrect, misstated, or mischaracterized in your Staff Report.

I would ask that you relay my responses and comments contained in this email to address to the items you point out in your Staff Report.

As mentioned, everything you identify is fair and accurate as far as the numbers. I also realize how the numbers may seem extreme in comparison to former years and to what was budgeted for last year.

However, I cannot overstate how many times I raised the issue, including almost immediately after starting the new contract year. I can't count how many times I advised the previous City Administrators, the Mayor, the Plan Commission, and the COTW/Common Council that I was significantly over hours. I offered time and time again to not undertake projects or put them on hold due to my being over hours. Offhand, I can't think of one of those times in which the COTW/Council advised me not to do such a project. I believe that was because the COTW/Council felt each such project was important and didn't want to stagnate City progress.

When I passed the threshold of my base hours in October of last year, I immediately notified the City Administrator, and even had a meeting with Mayor Bruessel and Alderman (at the time) Burgess to notify them that every hour I perform from that point on is fully billable at higher hourly rates because it is above my base retainer hours. During the 2025 budget sessions (in late 2024) I also raised the issue and advised the Council to budget for the overrun. My understanding was that the decision was to not budget anything extra for 2025 and the matter would be assessed when the time came, with contingency and reserve funds to be used as necessary.

Even after those budget discussions, I continued to inquire about every major project to see if I should still do the project notwithstanding being fully over my base hours. Nevertheless, the COTW/Common Council continuously approved me to go forward with my projects because they were important for the City.

As I think the Common Council is very well aware, the year 2024 was extremely rough for so many reasons, much of which has already been explained in my prior emails and in your Staff Report. I also explained this thoroughly in my communications to the Council leading up to my resignation, and in my resignation letter itself. I don't think it can be overemphasized how bad things really got last year with the Administrator maternity leave and subsequent turnover, the significant problems with the Interim Administrator, general staffing turnover, and lack of staff experience and training.

I think it can be best explained by saying that the very reason I found myself having to leave my position as City Attorney is the fact that I was so far over my contracted hours. In your Staff Report, you mention that there were twelve 10+ billable hour days in a four-month period. The reality was that those were days I was actually working 15-17 hours just to keep up with my general administrative work for my office, and my work for my other clients. I was regularly working those types of hours seven days per week throughout last year just to keep my head above water and the City operating to the best extent possible under the circumstances. I also attended many extra meetings in regard to various subjects with the City. It became untenable for me, and extremely bad for my health. It also unfortunately caused me to burn bridges with many of my other clients, including some of my oldest and biggest clients. As I previously explained to the Common Council, I was forced not to take any new clients for the last many years, and I had to offload nearly all of my other clients just to handle my commitment to the City.

Speaking of my other clients, while I obviously am billing for all my hours for the City, the billing rate to the City is significantly lower than what I would have billed to the clients I had to turn away and offload. So, hopefully as everyone can see, from my perspective, being committed to that extent to the City was not something that was preferable for me from a financial or business perspective.

I sincerely regret that my billing for the City is so extensive. I never wanted to go this far over my base hours and I knew while it was happening that it was going to be financially challenging for both sides. I am a lifetime resident of this City and my tenure with the City should prove that I didn't stay in this job so long because of the money. I always maintained an hourly rate for my City work that was significantly lower than my rate for my other clients. I would never want the City to overextend itself, which is exactly why I so regularly pointed out the issue throughout the year. Unfortunately, last year presented a perfect storm of issues that led the Council to have to make tough decisions to keep the progress moving forward. I also thought that the Common Council was fully prepared for this, not necessarily from a budget standpoint of course (because there was no way the budget could have been altered enough), but from an expectation standpoint. In other words, the bottom line is that while the number is shocking, it certainly shouldn't be surprising. Also, the projects all needed to be done for the City's benefit, and I am proud of the work and the things we accomplished despite the hardships last year.

Lastly, I wanted to point out that February, 2025 (the last month before I switched to my new contract) was finally a month where my hours were reduced to a more reasonable number. I attribute that to you being fully on board by that point and finally getting things on track internally at City Hall. That is a complement to your skills and efforts. Going forward into my new contract, which started March 1, 2025, besides my normal municipal court hours, my only other hours have been related to the winding down and transitioning of all my files and projects. I have either sent communications to you or other staff members with transition notes, or I have prepared detailed internal memos/notes for each file so that I can be prepared to assist or answer any questions for you or the new attorney if things come up in the future. That process has gone smoothly so far, and it appears as though you otherwise have things well under control there now, which is really great.

I hope this helps explain things. If you have further questions, please let me know.

Thank you very much!

---Matt

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Original message

From: "City Administrator" <CityAdministrator@cityofberlin.wi.gov>

Dated: 6/2/2025 12:54:22 PM

Subject: RE: COB Monthly Hours Charts for Nov 2024 through February 2025

Good afternoon Matt,

Attached I have put together a memo for the Council regarding the supplemental hours payment request. I plan to include it in the June 10 packet.

Please let me know if any of the amounts in the memo are misstated or mischaracterized, if you have questions or concerns, or would like to discuss.

Thanks,

Jessi Balcom

City Administrator

City of Berlin

*This message originates from Jessi Balcom. It contains information that may be confidential or privileged and is intended only for the individual named above. It is prohibited for anyone to disclose, copy, distribute or use the contents*

*of this message without permission, except as allowed by the Wisconsin Public Records Laws. If this message is sent to a quorum of a governmental body, my intent is the same as though it were sent by regular mail and further distribution is prohibited. All personal messages express views solely of the sender, which are not attributed to the municipality I represent, and may not be copied or distributed without this disclaimer. If you receive this message in error, please notify me immediately.*

**From:** Matthew & Carey Chier  
**Sent:** Tuesday, May 27, 2025 11:45 AM  
**To:** City Administrator  
**Subject:** COB Monthly Hours Charts for Nov 2024 through February 2025

**This email message (including all attachments) may contain confidential, proprietary, privileged, and/or private information intended only for the use of the individual or entity named above as the recipient. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is prohibited. If you have received this communication in error, please immediately notify us by telephone, return the original message to us at the below address via the U.S. Postal Service, and delete it from your computer. Although Chier Law Office LLC attempts to prevent the passage of viruses via email and attachments thereto, Chier Law Office LLC does not guarantee that either are virus free and accepts no liability for any damage sustained as a result of any such viruses.**

Hello Jessi:

FOR CONFIDENTIALITY PURPOSES ON MY END, PLEASE NOTE THAT THIS EMAIL AND ALL CORRESPONDENCE REGARDING MY CONTRACT AND BILLING WITH THE CITY OF BERLIN IS THROUGH MY HOME EMAIL ADDRESS AND **NOT** MY OFFICE EMAIL ADDRESS.

Attached is a cover letter and attached Summary Sheet/Hours Table, which explains the supplemental hours on my City Attorney contract ending February 28, 2025 and specifies the total amount due.

Also attached are the specific monthly hours charts for November 2024 through February 2025. This process of doing these monthly charts is consistent with what is required in my contract and is the same process that I have followed for years.

I understand the amount is very large, but I've been giving as many heads up on this as possible for months (since I reached my annual contract hours already in October, 2024). The Common Council and Mayor Burgess should be well aware that a very large amount was going to be owing and hopefully planning for this accordingly. As I believe everyone is aware, there was a perfect storm of events that lead to overage, with Sara being new and then going on maternity leave, Caitlyn going on maternity leave, and then both of them leaving. Also, I have previously explained to you my troubles dealing with Diane, the interim City Administrator, during the transition to your start in January 2025. Hopefully, everyone understands the situation.

As a final note, you will see that even though we were in supplemental territory since last October, we have been holding sending out supplemental billing each month so that we could send one larger invoice that would hopefully make things easier and give the City plenty of time to plan for the overage. We also spent a lot of time going through everything, double and triple checking, to make sure it is all accurate. However, as always, please let me know if you have any questions.

Thanks Jessi.

----Matt

Sincerely,

Matthew G. Chier

City of Berlin Special Counsel

**CHIER LAW OFFICE LLC**

**137 E. Huron Street**

**Berlin, WI 54923**

**Telephone: 1-920-361-9740**

File  
Copy

## CITY OF BERLIN ATTORNEY RETAINER CONTRACT

This Agreement dated May 1, 2024, between the CITY OF BERLIN (hereinafter referred to as "CITY") and City Attorney MATTHEW G. CHIER and CHIER LAW OFFICE LLC (hereinafter collectively referred to as "CHIER").

WHEREAS, the parties are willing to enter into this Agreement with respect to the retained services of CHIER upon the terms and conditions hereinafter set forth, and

WHEREAS, the parties are willing to enter into this Agreement with the intention that CHIER, and employees of CHIER, be considered independent practitioners for all purposes, and not employees of the CITY or State of Wisconsin.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Retainer**

The CITY shall retain CHIER, and CHIER shall serve the CITY, upon the terms and conditions hereinafter set forth.

2. **Term and Extension**

The retainer of CHIER hereunder shall commence May 1, 2024, and shall continue to and including April 30, 2025, representing a full one-year term. This contract shall be automatically renewable for an additional one-year period, so long as CHIER remains the City Attorney, as appointed by the Mayor and approved by the CITY'S Common Council, pursuant to the Berlin Municipal Code and Wisconsin Statutes. All the terms and conditions of this Agreement applicable thereto shall continue in full force and effect for such additional periods. The terms and conditions of this Agreement may be amended at any time, in writing, upon mutual agreement of both parties.

3. **Duties**

During the period or periods covered hereunder, CHIER will shall serve the CITY and shall perform any and all services pursuant to the duties of City Attorney as described by the Berlin Municipal Code and the Wisconsin Statutes.

4. **Compensation**

Except for those services described in paragraph 5, the CITY shall pay CHIER fees for CHIER'S services as follows:

- a. In consideration for CHIER providing up to 800 hours of service, CHIER shall receive, in the aggregate, the amount of \$104,816.92. Such aggregate amount shall be divided and paid in 24 equal installments throughout the contract period of May 1 through April 30. Each installment shall be due on the 1st and the 15<sup>th</sup> day of each calendar month, with the exception of the first month, May 2024, for which the first payment shall not be due until May 5, 2024. Also, if a payment deadline falls on a non-business day such as a holiday or weekend, the payment shall be due on the first business day prior to such deadline date.

- b. At such time as CHIER'S services exceed 800 hours of service, CHIER shall be paid for additional services at the following rates:

(1)	801-825 hours	\$150.50/hour
(2)	826-850 hours	\$159.00/hour
(3)	Over 850 hours	\$172.00/hour

CHIER shall, on a monthly basis, submit to the City Administrator a chart of CHIER'S hours performed under this Agreement during the previous calendar month. At a minimum, said chart shall, for each day of the month, designate each file name or general subject matter for which work was performed by CHIER on that day, and the number of hours worked on that day on that file or subject. Also, in said chart, files for which the CITY is legally allowed to pass on legal expenses to citizens or developers (such as for developer's agreements, conditional use permit reviews, subdivision reviews, collection matters, enforcement and cleanup matters, and the like) shall be specially marked so that the City Administrator may produce bills for reimbursement for said services to be submitted to the applicable citizen or developer. Each monthly chart shall also include a running total of annual hours performed, and once such running total exceeds the 800-hour threshold, the CITY shall be obligated to pay CHIER for the supplementary hours, at the rates indicated above, within 15 days of CHIER'S submission of an email or invoice identifying the supplemental amount due.

**5. Services Separately Billed**

When CHIER performs legal services relating to the CITY'S Community Development Block Grant housing and Industrial Revolving Loan Fund programs, CHIER shall separately bill the CITY for those services at the rate of \$138.00/hour. When CHIER performs legal services for the Berlin Community Development Corporation, for which the CITY agrees to pay, CHIER shall separately bill for those services at the rate of \$185.50/hour. When CHIER performs legal services for the CITY'S Sewer & Water Utility, CHIER shall separately bill for those services to the CITY'S Sewer & Water Utility at the rate of \$141.00/hour, unless otherwise directed by the City Administrator to be included in the services compensated for under paragraph 4 above, CHIER'S operating expenses for files separately billed under this paragraph shall be included in the separate billings for such files, and are exclusive of the operating expense reimbursements described in Section 6 below. For these services which are separately billed, payment shall be due upon receipt of the invoice, subject to a 1% per month late fee if not paid within 30 days.

**6. Operating Expense Reimbursements**

- a. Variable Operating Expenses. Except as stated below in this Section 6, the CITY, in addition to the general compensation described above in Section 4 and the general overhead expenses described below in Subsection 6.b., shall be responsible for variable operating expenses incurred during the course of CHIER'S services hereunder including, but not limited to, photocopy expenses, telephone charges, filing fees, form fees, paper and supply expenses, postage, witness fees, travel expenses, expert witness fees, service of process fees and investigative expenses. These variable operating expenses shall be billed at the same standard rates utilized for all CHIER'S clients. Such variable operating expenses shall also include actual out of pocket expenses incurred by CHIER necessarily related to CHIER'S attendance of CITY related functions and continuing legal education events, including event fees, as well as lodging and travel expenses if the function or event is over 45 miles from Berlin. Such variable operating expenses shall also include a per diem payment for meals incurred during attendance of such CITY related functions and events based at the same per diem rate for meals used for federal employees in Wisconsin set by the United States General Services Administration. The parties understand that the CITY has budgeted the amount of \$2,493.58 for these variable operating expenses for the

contract year. When this budgeted amount is approached during the contract year, the parties agree that the City Administrator may present the issue to the CITY'S Common Council for a decision on prioritizing CHIER'S project list where possible, and possibly limiting the number, scope and nature of CHIER'S projects, for the remainder of the contract year, with the goal of minimizing the incurrence of additional variable operating expenses and staying within budget.

- b. General Overhead Expenses. Except as stated below in this Section 6, the CITY, in addition to the general compensation described above in Section 4 and the variable operating expenses described above in Subsection 6.a., shall be responsible for certain general overhead expenses related solely to CHIER'S services provided to the CITY hereunder, including, but not limited to, secretarial expenses, and books and legal library expenses, but such general overhead expenses shall be capped at \$4,081.42. If CHIER believes such general overhead expenses will exceed such annual cap, CHIER may so advise the CITY and CHIER will incur such additional general overhead expenses only after having obtained the CITY'S advance authority to do so. Further, the parties agree that the annual cap specified is based on the anticipation that CHIER will perform 800 hours of annual service. Accordingly, at such time as CHIER exceeds such 800 hours, some reasonable increase for general overhead expenses will be required, and the parties shall be required to mutually negotiate in good faith as to the amount of that increase based on the anticipated additional hours CHIER is expected to perform for the remainder of the year.
- c. Billing Procedures. The CITY will reimburse CHIER for all such operating expense reimbursements upon submission of invoices or statements of accounts therefore while so retained during such period, and such invoices or statements shall be paid upon receipt of the CITY'S receipt thereof, subject to a 1% per month late fee if not paid within 30 days. CHIER'S billing for variable operating expenses shall be divided so that expenses specifically for municipal court and circuit court citation prosecution matters are identified and totaled separately from expenses for all other legal matters. In order to minimize the CITY'S administrative burden, CHIER agrees to advance all such variable operating expenses and overhead expenses and add such expenses to CHIER'S billing, except for, (i) lay and expert witness fees, (ii) expenses which are unreasonably large and are approved by the City Administrator, and (iii) fees and expenses incurred by special prosecutors appointed to handle municipal court cases due to a recusal by CHIER for any reason, which shall all be paid directly by the CITY. All special prosecutors' invoices, for fees and expenses, for municipal court and circuit court citation prosecution matters shall be submitted directly to the CITY by the special prosecutors and paid directly by the CITY.

## 7. Relationship Between Parties

CHIER is retained by the CITY only for the purposes and to the extent set forth in this Agreement, and CHIER'S relation to the CITY shall, during the period or periods of CHIER'S retainer and services hereunder, be that of an independent practitioner. CHIER shall be free to dispose of such portion of CHIER'S entire time, energy, and skill during regular business hours as CHIER is not obligated to devote hereunder to the CITY in such manner as CHIER sees fit and to such persons, firms, or corporations as CHIER deems advisable. CHIER, and employees of CHIER, shall not be considered as having employee status in relation to the CITY, nor be entitled to participate in any plans, arrangements or distributions by the CITY pertaining to or in connection with any pension, stock, bonus, profit sharing or other similar benefits for the CITY'S regular employees.

8. Professional Responsibility

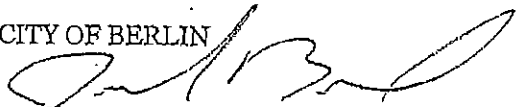
Nothing in this Agreement shall be construed to interfere with or otherwise affect the rendering of services by CHIER in accordance with CHIER'S independent and professional judgment. CHIER shall perform CHIER'S services substantially in accordance with the ethical responsibilities and rules as established by the Wisconsin Supreme Court and State Bar of Wisconsin.

9. CHIER LAW OFFICE LLC is Limited Liability Company

CHIER LAW OFFICE LLC operates as a limited liability company. The law governing limited liability entities shields its owners from vicarious liability. This means that in the event of an error, CHIER LAW OFFICE LLC and its insurer may be liable, as may the attorneys who worked on or directly supervised the matter, but not other attorneys who did not work on or directly supervise the matter. As a limited liability company organized under Chapter 183 of the Wisconsin Statutes, CHIER LAW OFFICE LLC is required to register annually with the State Bar of Wisconsin and to carry certain minimum professional liability insurance coverage.

IN WITNESS WHEREOF the CITY OF BERLIN, has caused this Agreement to be executed in its name by its City Administrator, SARA L. RUTKOWSKI and Mayor, JOEL E. BRUESSEL, and City Attorney MATTHEW G. CHIER has set his hand, both individually and as sole Member of CHIER LAW OFFICE LLC, as of the day and year first above written.

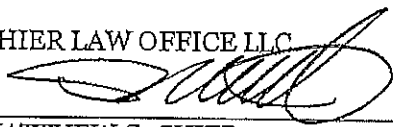
CITY OF BERLIN


  
\_\_\_\_\_  
JOEL E. BRUESSEL  
Mayor

CITY OF BERLIN

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

CHIER LAW OFFICE LLC

  
\_\_\_\_\_  
MATTHEW G. CHIER  
Sole Member

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





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**CHIER LAW OFFICE LLC**  
Matthew G. Chier  
City of Berlin Special Counsel

**SENT VIA EMAIL**

May 27, 2025

Jessi Balcom  
City of Berlin  
108 N. Capron Street  
Berlin, WI 54923

RE: Hours over base Retainer for 2024-2025 contract year (Only through February 2025)

Dear Jessi:

Enclosed is the summary sheet for the City of Berlin 2024-2025 contract year through February 2025, with a total of 1490 hours. This equates to 690 hours over my base retainer of 800 hours. Per my previous City of Berlin City Attorney contract, "at such time as Chier's services exceed 800 hours of service, Chier shall be paid for additional services at the following rates: 801-825 hours at \$150.50/hour, 826-850 hours at \$159.00/hour, and over 850 hours at \$172.00/hour."

Accordingly, the supplement due for 690 hours over my base retainer equates to (25 hours over contract x \$150.50/hour = \$3,762.25 supplement due) + (25 hours over contract x \$159.00/hour = \$3,975.00 supplement due) + (640 hours over contract x \$172.00/hour = \$110,080.00). **The total supplement due is therefore \$117,817.25, which is due within 15 days of this submission according to the contract.**

If you have any questions or comments, please feel free to give me a call. Thank you very much Jessi.

Sincerely,

MATTHEW G. CHIER  
City of Berlin Special Counsel

MGC/crc

Enclosures

## CITY OF BERLIN MONTHLY HOURS TABLE

**MAY 1, 2024-FEBRUARY 28, 2025**

<b>2024</b>									
<b>MAY</b>		138.9							
<b>JUNE</b>		195							
<b>JULY</b>		113.2							
<b>AUG</b>		145							
<b>SEPT</b>		159.4							
<b>OCT</b>		184.3							
<b>NOV</b>		167.4							
<b>DEC</b>		110.8							
		<b>1214</b>							
<b>2025</b>									
<b>JAN</b>		182.2							
<b>FEB</b>		93.8							
<b>MAR</b>		0	Transitioned to City of Berlin Special Counsel Invoicing						
<b>APR</b>		0	Transitioned to City of Berlin Special Counsel Invoicing						
		<b>276</b>							
<b>GRAND TOTAL</b>		<b>1490</b>							

SPECIAL COMMON COUNCIL MEETING MINUTES  
MONDAY, APRIL 28, 2025 at 6PM  
108 N. CAPRON STREET  
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

1. Call to Order – *Meeting called to order at 6:00pm by Mayor Burgess*
2. Roll Call – *Alderspersons Boeck, Hill, Nigbor, Przybyl and Stobbe all present.*
3. Public Hearing on the permit request of Thomas F. Kafer for an exception to the Sex Offender Child Safety Zone (City of Berlin Municipal Ordinance Article VI, Sec 46-170 to Sec 46-174, specifically Child safety zone exceptions) that would allow him to reside at 270 S. Brooklyn Street, Berlin WI. *Karolyn Kafer, sister of Thomas Kafer, after being sworn in by Attorney Eric Larson spoke on her brother's behalf asking the City to make an exception for Thomas to live at 270 South Brooklyn Street, Berlin, WI. Thomas Kafer was then sworn in and gave his testimony asking the City of Berlin to make an exception to him living at 270 S. Brooklyn Street, Berlin, WI. A 15-minute recess occurred at 6:30pm. At 6:43pm, the council was back in session and Police Chief Brian Pulvermacher was sworn in. Chief Pulvermacher gave a presentation on the exception before the council and in his opinion the exception should be denied. The following community members then gave their comments after being sworn in:*

*Edmund Marks – 172 South State Street, Berlin, WI*  
*Amanda Osterberg – 584 North Wisconsin Street, Berlin, WI*  
*Cheryl Heil – 241 South Brooklyn Street, Berlin, WI*  
*Trevor Krizan – 247 S Brooklyn Street, Berlin, WI*  
*Josh Madrigano – W853 Klondike Road, Berlin, WI*  
*Stephanie Bosquez – 267 Brooklyn Street, Berlin, WI*  
*Colleen Caulfield – 240 Mound Street, Berlin, WI*  
*Josh Reed – 269 Mound Street, Berlin, WI*  
*Ryan Gaetzke -214 South Brooklyn Street, Berlin, WI*  
*Erin Reed – 269 Mound Street, Berlin, WI*  
*Brittany Seidling – W4885 Cradle Roll, Princeton, WI*  
*Kelly Darga – 120 E Noyes Street, Berlin, WI*

o

- i. **Closed session.** A portion of this public hearing may convene into closed session pursuant to Wis. Stats. §19.85(1) (f), to consider medical history of alcohol, drug, and sex offender treatment, juvenile conviction records, and other health information. At the conclusion of any such closed session, the Common Council will reconvene in open session for continuation of the public hearing.

- ii. **Closed session.** At the conclusion of the hearing, the Common Council may convene in closed session pursuant to Wis. Stats. §19.85(1)(a) to deliberate concerning the hearing regarding the permit request of Thomas F. Kafer for an exception to the Child Safety Zone residence restrictions that would allow him to reside at 270 S. Brooklyn Street, Berlin WI.

*The Public Hearing was closed at 7:24pm. A motion was made by Hill to go into closed session with a second by Przybyl. Roll Call: Alderpersons Stobbe, Przybyl, Boeck, Nigbor and Hill all Aye's.*

*Nigbor made a motion to reconvene into open session at 7:30pm with a second by Hill. Voice roll call – all Aye's.*

- iii. **Action.** At the conclusion of the closed session, if any, the Common Council will reconvene in open session for possible further deliberation before voting and making its decision on the Permit Request.

*Aldersperson Stobbe made a motion to deny the permit request of Thomas F. Kafer, and direct staff to prepare a written decision. The Board will reconvene to review the written decision and may act in the matter. If you wish to appeal the written decision filed in this matter your notice of appeal and required documentation is required to be filed with the City Clerk within 30 days, with a second by Nigbor. Roll Call: Alderpersons Stobbe, Boeck, Przybyl, Hill and Nigbor all Aye's.*

*Adjournment - Przybyl made a motion to adjourn the meeting at 7:54pm with a second by Stobbe. Voice roll call – all Aye's.*

ORGANIZATIONAL COMMON COUNCIL MEETING MINUTES  
TUESDAY, APRIL 15, 2025 AT 5PM  
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

1. Call to order/Roll Call - *Meeting called to order by Mayor Burgess at 5:02PM. Alderpersons Przybyl, Boeck, Stobbe, Hill and Nigbor – Present.*
2. Ceremonial swearing in of Mayor and Alderpersons – *Bobbie Erdmann, the first female Mayor of Berlin swore in Catrina Burgess, Mayor. City Administrator swore in Terry Przybyl, Alderperson for District 1 & 7: Victoria Hill, Alderperson for District 2; and Samantha Stobbe, Alderperson for District 4.*
3. Alderperson orientation. RECOMMENDATION: Listen to City Attorney and staff presentations on open meetings law, public records, ethics law, quasi-judicial actions and other duties and responsibilities of the Common Council. Ask Question as needed. *City Attorney Eric Larson gave his presentation on Common Council Training.*
4. Election of Council President – *Alderperson Hill made a motion to nominate herself as the Council President. Motion was seconded by Alderperson Boeck. Roll call – Alderpersons Boeck – Aye, Nigbor – Aye, Przybyl – Aye, Stobbe – Aye, Hill – Aye. Motion passed unanimously.*
5. Mayoral appointments with Council Confirmation RECOMMENDATION: Motion to approve Mayoral Appointments as presented. *Alderperson Nigbor made a motion to accept the Mayoral appointments as presented. Motion seconded by Alderperson Stobbe. Motion passed with a unanimous voice vote.*
6. Alderperson vacancy appointment process. RECOMMENDATION: Per Policy on Filling Mayor and Common Council Vacancies, the Council will appoint a person to fill the vacant alderperson-position until the position is filled following a special election (Ward 6 race will be on the Spring 2026 ballot, and then on the Spring 2027 ballot as well, as even numbered ward races are normally held in odd numbered years). Determine appointment process per Policy on Filling Mayor and Common Council Vacancies to include submission of Board, Committee, Commission & Common Council Application Form and resume by qualified persons to the City Administrator (by email, mail or in person) by a date to be determined by the Council; Common Council interviews of qualified applicants to be held at the Nomination Meeting (date to be set by the Council). Determine interview questions to be asked of the applicants by the Council at the Nomination Meeting. *After discussion it was decided the notice will be in the Berlin Journal's April 24<sup>th</sup> edition. The applications are due on May 6<sup>th</sup>, 2025. Alderperson Stobbe made a motion to have a special nomination meeting at 6:30pm on Tuesday, May 13<sup>th</sup> before the Common Council Meeting. Motion seconded by Alderperson Nigbor. Motion passed with a unanimous voice vote. The council then went over questions to ask the nominee.*
7. Adjourn – *Alderperson Hill made a motion to adjourn the meeting. Motion seconded by Alderperson Stobbe. Motion to adjourn passed with a unanimous voice vote. Meeting adjourned at 6:15pm.*

*Minutes respectfully submitted by Deputy Clerk-Treasurer Debbie Thiel*

SPECIAL NOMINATION COMMON COUNCIL MEETING MINUTES  
TUESDAY, MAY 13, 2025 AT 6:30PM  
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

*Meeting Called to Order my Mayor Burgess. Roll Call – Alderpersons Boeck, Hill, Przybyl and Stobbe were present. Alderperson Nigbor was absent.*

2. Seat Virtual Attendees (if necessary) - *None*

3. Interview Ward 6 Alderperson Applicant, Melissa Sorenson. RECOMMENDATION: Listen to applicant's response to the following questions: "Why did you apply to be the Ward 6 Alderperson?" "What do you see as the City's greatest strength and weakness?" "What would you bring as a member of the Common Council?"

*Melissa Sorenson responded.*

*Part of State Assembly 14 years ago, believe in being part of the solution.*

*Strengths of the city – Parks & Recreation Department and Farmers Market has really grown and is good for the City of Berlin in drawing lots of outside people. Safe Community. Weakness of the city – still has some negative feels from others regarding the community as a whole.*

*17 years working in community government working with code enforcements at state and county level. Does a lot of volunteering within the community.*

4. Appoint Ward 6 Alderperson. RECOMMENDATION: Following discussion and deliberation as necessary, Alderperson may nominate an applicant to be the Ward 6 Alderperson. Following nominations, Alderpersons may vote to appoint the Ward 6 Alderperson.

*A call was made three times "Are there any more nominations". After none came forward Alderperson Przybyl made a nomination request to have Melissa Sorenson be the Alderperson of Ward 6 with a second made by Boeck. Roll call – Alderpersons Hill, Przybyl, Boeck and Stobbe unanimously voted yes to this nomination. Alderperson Nigbor was absent.*

5. Adjourn.

*Alderperson Stobbe made a motion to adjourn the meeting at 6:44pm, with a second by Przybyl. Voice vote called with a unanimous vote to 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.*

SPECIAL NOMINATION COMMON COUNCIL MEETING MINUTES  
TUESDAY, MAY 13, 2025 AT 6:30PM  
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

1. Call to order/Roll Call

*Meeting Called to Order by Mayor Burgess. Roll Call – Alderpersons Boeck, Hill, Przybyl and Stobbe were present. Alderperson Nigbor was absent.*

2. Seat Virtual Attendees (if necessary) - *None*

3. Interview Ward 6 Alderperson Applicant, Melissa Sorenson. RECOMMENDATION: Listen to applicant's response to the following questions: "Why did you apply to be the Ward 6 Alderperson?" "What do you see as the City's greatest strength and weakness?" "What would you bring as a member of the Common Council?"

*Melissa Sorenson responded.*

*Part of State Assembly 14 years ago, believe in being part of the solution.*

*Strengths of the city – Parks & Recreation Department and Farmers Market has really grown and is good for the City of Berlin in drawing lots of outside people. Safe Community. Weakness of the city – still has some negative feels from others regarding the community as a whole.*

*17 years working in community government working with code enforcements at state and county level. Does a lot of volunteering within the community.*

4. Appoint Ward 6 Alderperson. RECOMMENDATION: Following discussion and deliberation as necessary, Alderperson may nominate an applicant to be the Ward 6 Alderperson. Following nominations, Alderpersons may vote to appoint the Ward 6 Alderperson.

*A call was made three times "Are there any more nominations". After none came forward Alderperson Przybyl made a nomination request to have Melissa Sorenson be the Alderperson of Ward 6 with a second made by Boeck. Roll call – Alderpersons Hill, Przybyl, Boeck and Stobbe unanimously voted yes to this nomination. Alderperson Nigbor was absent.*

5. Adjourn.

*Alderperson Stobbe made a motion to adjourn the meeting at 6:44pm, with a second by Przybyl. Voice vote called with a unanimous vote to 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.*

COMMON COUNCIL MEETING AGENDA  
TUESDAY, MAY 13, 2025 AT 7PM  
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

1. Call to order/Roll Call

*Meeting called to order at 7:00pm. Roll Call – Alderpersons Boeck, Hill, Przybyl, Sorenson, Stobbe present with Nighbor absent.*

2. Seat Virtual Attendees (if necessary)

*Motion made to seat Ben Crockett from the Municipal Law and Litigation Group by Alderperson Przybyl with a second by Hill. Voice vote call with a unanimous agreement to seat Ben.*

3. General Public Comments. Registration card required (located at podium in Council Chambers). Comments will be limited to **3 minutes** per registrant. NOTE: No comments will be heard during this agenda item concerning any matter that has been or will be the subject of a public hearing, as the appropriate time for such comments is at the duly noticed public hearing, so that all interested persons can hear the comments and due process is preserved.

*Gretchen Willis has a business at 203 Broadway and wished to speak on the safety of people, mainly children crossing the street at the crosswalk by Dominoes and Kwik Trip. She has witnessed people passing on the right/left of a stopped car wanting to make a turn or waiting for a pedestrian to cross and they don't see a pedestrian crossing until it may be too late. Mrs. Willis had some ideas on how this could be addressed and shared them with the council. Speed Bump, lights that are triggered when someone needs to cross, stop sign.*

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. Accept and place on file reports from the City Clerk, Treasurer, and Building Inspector.

6. Approve payment of bills.

7. Approve minutes from the 4.8.2025 Common Council meeting and 4.8.2025 Closed Session meeting.

8. Ordinance 07-25 An Ordinance to Amend the Zoning Map of the City of Berlin From R-1 (Residential) District to RR-1 (Rural Residential) District City of Berlin.

RECOMMENDATION: Approve Ordinance 07-25 Rezoning 2 Parcels of Land (Parcels 206-01277-0000 and 206-01275-0000) From R-1 (Residential) District to RR-1 (Rural Residential) District as recommended by the Plan Commission.



9. Approve Police and Fire Commission's Recommendation to utilize Fund I5 Capital Expenditures for Assistant Chief Knetzger to attend WI Command College at the Wisconsin State Patrol Academy. RECOMMENDATION: Approve the recommendation of the Police and Fire Commission.

END OF CONSENT AGENDA

*Aldersperson Stobbe made a motion to approve the consent agenda with a second by Boeck. Roll call - Alderspersons Stobbe, Hill, Boeck, Przybyl, Sorenson unanimously accepted the motion. Nigbor was absent.*

10. Consideration and possible action to adopt the Written Decision to Deny the Permit Request of Thomas F. Kafer for an exception to the Sex Offender Child Safety Zone.

RECOMMENDATION: Consider, revise if necessary to express the Council's intent, and adopt the Findings of Fact, Conclusions of Law, Determination and Order drafted per the Council's direction, denying the request of Thomas F. Kafer.

*Aldersperson Hill made a motion to accept the drafted request per the Council's direction denying the request of Thomas K Kafer with a second by Stobbe. Roll Call – Alderspersons Hill, Sorenson, Stobbe, Boeck, Przybyl unanimously voted in favor of the motion. Nigbor was absent.*

The Common Council may convene in closed session pursuant to Wis. Stats. §19.85(1)(a) to deliberate concerning the hearing regarding the permit request of Thomas F. Kafer for an exception to the Child Safety Zone residence restrictions that would allow him to reside at 270 S. Brooklyn Street, Berlin WI, and the associated Findings of Fact, Conclusions of Law, Determination and Order drafted per the Council's direction, denying the request of Thomas F. Kafer.

11. No Mow May. RECOMMENDATION: Suspend Ordinance 78-4, Length of lawn and grasses, from May 1 to May 30 annually to allow resident participation in No Mow May.

*Aldersperson Boeck made a motion to Suspend Ordinance 78-4 from May 1 to May 30 annually with a second made by Sorenson. Roll Call – Alderspersons Stobbe, Sorenson, Przybyl, Hill Boeck unanimously voted in favor of this motion. Nigobr was absent.*

12. TID#15 Building Improvement (\$15,000 grant) & Façade Improvement (\$5,000 grant) Application from 219 Broadway, Bijak's Culinary Café. RECOMMENDATION: Listen to presentation with discussion and action as appropriate.

*Nick Bjack of Bijak's Culinary Café spoke to why he was requesting these funds. His business is doing very well and would like to expand and make his store front look more appealing for his catering business. He would also like to add more employees as he grows. A motion was made by Aldersperson Stobbe to approve the total grant in the amount of \$20,000 with a second made by Przybyl. The motion was passed with a unanimous voice roll call.*

13. TID#15 Building Improvement (\$15,000 grant) & Façade Improvement (\$5,000 grant) grant timeline extension request from 120 N Brooklyn Street, Fungi Fusion.

RECOMMENDATION: Listen to presentation with discussion and action as appropriate.

*Andy Rogers of Fungi Fusion asked to extend her timeline to 12 months vs 6 months because it is taking longer to do some of the projects. Aldersperson Stobbe made a motion*

*to grant the extension to 12 months with a second by Przybyl. The motion was passed with a unanimous voice roll call.*

14. Old Business (To be used to request items of old business be put on a future agenda for further discussion or action; or used to make a motion for reconsideration of an item from the current meeting or immediately previous meeting; or to make a motion to take items off the table which were laid on the table only during the current meeting.) - *None*

15. New Business (To be used to request items of new business be put on a future agenda)  
*Discussion of the safety of our community members by looking at the cross walk by Kwik Trip as well as all other crosswalks in town. Alderperson Hill would like to add looking at the visibility of parking specifically by Wisconsin and Huron Streets.*

16. Adjourn.  
*Alderson Przybyl made a motion to adjourn at 7:15pm with a second by Sorenson. Meeting adjourned with a unanimous voice roll call.*

*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.*

*Please note, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information to request services, contact the municipal Clerk at 920-361-5400.*

*It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance in the above stated meeting to gather information; no action will be taken by any other governmental body except by the governing body noticed above.*

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Development Agreement with Premier Berlin LLC  
for 48 Unit Apartment Complex in TID 16 (Land on N. Wisconsin Street, Tax Key  
206-01082-0200)  
**MEETING DATE:** June 10, 2025

**BACKGROUND**

Premier Berlin, LLC has proposed to build market rate multifamily residential housing consisting of 4 buildings with 12 units each off of Riverview Drive (previously named Oak Street).

It is anticipated that plans for the development will go to the Plan Commission for review at the June 24 meeting. The construction is planned to be completed by the end of 2027.

The 4 buildings are projected to have an assessed value of at \$7,200,000. Because this project would not be feasible without TIF assistance, an incentive package is proposed. The incentive would be payable as a pay-go, meaning that the payments would be made to the developer only after the tax increment generated by the project has been collected by the City. If the developer completes the project by the end of 2027, and the project has an assessed value of at least \$7.2M, payments not to exceed a total of \$1,440,000 will be made through 2040. No more than 90% of the available tax increment will be paid to the developer.

The proposed development agreement has been reviewed by both the City Attorney and Baird. Baird found the proposal to be within the standard ranges for capitalization rates, debt service, project costs and internal return on investments. Completion of the project has been personally guaranteed. A short-form memorandum of the Development Agreement will be recorded.

Should the Council feel that for negotiation purposes a closed session is needed, the Council can make a motion, noting the reason a closed session is necessary. If the Council does not have further need of negotiation, the Council is not required to go into closed session.

**SUGGESTED MOTION**

Motion to approve the Development Agreement between the City of Berlin and Premier Berlin, LLC for a development within TID 16 for the creation of a 4 building, 48-unit apartment complex on Parcel Number 206-01082-0200, acceptance of the Guaranty of Completion, and acceptance of the Short Form Memorandum of Development Agreement City of Berlin to be recorded.

DEVELOPMENT AGREEMENT  
(Tax Incremental District No. 16)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the day of \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date") between the **City of Berlin, Wisconsin**, a Wisconsin municipal corporation (the "City"), and **Premier Berlin, LLC**, a Wisconsin limited liability company ("Developer").

WHEREAS, the City has established Tax Incremental District No. 16 (the "District"), which includes the Property, and has adopted a project plan for the District (as may be amended, the "Project Plan") to finance certain project costs and development incentives within the District as permitted under Wis. Stats. Section 66.1105; and

WHEREAS, the Developer will acquire all or a portion of the approximately 7.30-acre tract of land located within the District described on Exhibit A hereto (the "Property"); and

WHEREAS, the Developer will develop construction plans, site plans and other construction documents (collectively, the "Plans") for the construction of a multifamily residential project at the Property consisting of four (4) buildings with twelve (12) units in each building plus a small office/garage building (the "Project"); and

WHEREAS, the Developer would not undertake the Project without the incentives and agreements of the City as set forth herein.

NOW, THEREFORE, the City and the Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

**1. DEVELOPER OBLIGATIONS.**

(a) Acquisition of Property. The Developer shall acquire fee simple title to the Property no later than December 31, 2025.

(b) Recordation of Development Agreement. Simultaneously with the purchase of the Property, the Developer shall record a short form memorandum of this Agreement in the form attached as Exhibit B hereto (the "Memorandum") executed by both the Developer and the City, to be recorded with the Register of Deeds for Green Lake County, Wisconsin. The Memorandum shall be recorded prior to the recordation of any mortgages or other liens. In the event that a mortgage is recorded prior to the Memorandum, then, no later than thirty (30) days after the purchase of the Property, Developer shall record one or more subordination agreements in form and substance reasonably acceptable to the City which have been executed by the holder(s) of any mortgages or liens affecting the Property as of the date of recording of the Memorandum which subordinates such mortgage(s) and lien(s) to this Agreement.

(c) Preparation of the Plans. To the extent not already completed, the Developer shall prepare the Plans in form and substance acceptable to the City prior to commencement of

construction. The Plans shall include, among other details, the schematics and location of the Water Mains, Sanitary Sewer Mains, and Storm Sewer System (defined below).

(d) Construction of the Project. The Developer shall, subject to receipt of all necessary governmental approvals, construct and pay all costs of the Project on the Property, including, without limitation, all other proposed Storm Water management facilities, driveways, and parking areas. The Project to be constructed upon the Property and its uses shall be in conformity with the City approved Plans and in compliance with all applicable municipal ordinances of the City. Neither the establishment of the District nor this Agreement shall obligate the City to grant variances, exceptions, or conditional use permits. The improvements set forth in this Agreement shall be completed by the Developer in total within twenty-four months after Developer's acquisition of the Property, except as otherwise provided for in this Agreement. In every case, regardless of circumstances, all work contemplated by this Agreement must be completed no later than December 31, 2027, unless this ultimate deadline is extended in writing by the Common Council.

(e) Construction of Sanitary Sewer, Water Mains/Laterals, and Storm Sewer System; Grant of Easements. Buyer will build the sewer mains and water mains/laterals to service the Property which shall remain the property of the Developer and will not be dedicated to the City. The City will not require that the size of the sewer or water lines be larger than that sufficient to service the Project. Each apartment unit to be constructed within the Project will require a separate meter for billing purposes for a total of 48 meters (4 Buildings x 12 meters per building).

(f) Standard of Care. Developer shall construct the sanitary sewer, water mains/laterals, and storm sewer system in accordance with the degree of professional care, skill, judgment, and diligence usually exercised by project developers regularly developing and operating development projects similar in scope and complexity to the Project. Developer shall fully and faithfully discharge its obligations and responsibilities hereunder and shall devote sufficient time and attention to ensure the full, prompt, and professional discharge of its duties under this Agreement. The City will approve all utility plans prior to construction. Any and all changes to the approved utility plans will require approval by the City. Developer Entity is responsible for all costs to provide the following:

1. Utility Inspections by City or City Engineer during all utility construction.
2. Delivery of a set of As-Built plans for the City at Project completion.

(g) Employees. Developer shall assign to the construction of the sanitary sewer, water mains/laterals, and storm sewer system such staff as may be reasonably required to complete the Project with due diligence and to cause the Project to be completed in accordance with the Project schedule and Plans. All persons employed by Developer in connection with the Services will be Developer's employees or independent contractors, and the City shall have no liability, responsibility, or authority regarding them. Developer is solely responsible for the salaries of its

employees and any employee benefits to which they may claim to be entitled. Developer will fully comply with all applicable laws and regulations relating to worker's compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related laws.

(h) No Transfer to Tax-Exempt Entity; PILOT. Developer agrees that as long as the District is in existence, no portion of the Property shall be sold, transferred or conveyed to, or leased or owned by any entity or used in any manner which would render any part of the Property exempt from property taxation, except that portion of the Property dedicated to the City under the terms of this Agreement. In the event the Property, or any part of it, becomes exempt or partially exempt from general property taxes during the term of this Agreement, the Developer and its successors and assigns shall make annual payments in lieu of taxes to the City in an amount equal to the property taxes that would otherwise have been paid as property taxes on the Property, or the applicable portion thereof.

(i) Final Acceptance. Throughout this Agreement, various stages of the Project will require approval by the City. "Final Acceptance" as used herein, however, shall be the ultimate acceptance of all of the improvements in the completed development as a whole, and shall be granted specifically by separate resolution of the Common Council. Granting Final Acceptance does not relieve the Developer of any obligations of this Agreement for uncompleted improvements, and does not constitute a waiver, in particular, of the Developer's obligation to complete any other improvements or obligations that may be outstanding at the time that Final Acceptance is granted.

(j) Approval by City Not to be Deemed a Waiver. The ultimate responsibility for the proper design and installation of water facilities, drainage facilities, ditches, landscaping, and all other improvements are upon the Developer. The fact that the City or its Engineer, or its Attorney, or its Common Council may approve a specific project shall not constitute a waiver, or relieve the Developer from the ultimate responsibility for the design, performance, and function of the project and related infrastructure.

(j) City Responsibility for Improvements. The City shall not be responsible to perform repair, maintenance, or snow plowing, unless otherwise approved by the Common Council, on any improvements.

(k) Guaranty of Completion. Contemporaneously with the execution of this Agreement, Calvin M. Akin ("Akin"), the Sole Member of Developer, shall execute the Guaranty of Completion in the form attached hereto as Exhibit C. The City acknowledges that Akin has provided the City's outside financial consultant with a current Personal Financial Statement, warranted by Akin to be complete and accurate in all material respects. The City agrees that Akin's Personal Financial Statement will not be shared with the City, or any employee thereof, nor shared with the City's attorney, nor distributed or disseminated in any fashion that would cause Akin's Personal Financial Statement or the information contained therein to become a public record or such that Akin's Personal Financial Statement could be discoverable or subject to an open records demand. Following the approval of Akin's Personal Financial Statement by the

City's financial consultant, the City's financial consultant shall destroy all copies, physical or electronic, regardless of format, of Akin's Personal Financial Statement and shall not retain information related to the content of Akin's Personal Financial Statement.

(l) Building and Occupancy Permits. It is expressly understood and agreed that the occupancy permit for the final building to be completed within the Project shall not be issued until the City Engineer has determined that the following requirements which are deemed to be related to public safety as set forth below are met. The City shall, upon approval of the completion of each specific building within the Project by the City Engineer, issue an occupancy permit as each building is completed, and shall not delay the issuance of occupancy permits until completion of the Project.

- i. The installation of the first lifts of asphalt of the driveway and parking areas within the Project has been installed and approved by the City Engineer.
- ii. The site grading and construction of surface and storm water drainage facilities required to serve the Project are completed, are connected with an operating system as required herein, are cleaned as needed, and are approved by the City Engineer.
- iii. All landscaping and removal of unwanted items, including buildings, has been certified as complete by the City Engineer.
- iv. All required grading plans have been submitted to, reviewed by, and approved by the City Engineer.
- v. The Developer has paid in full all permit fees and reimbursement of administrative costs as required by this Agreement.
- vi. The Developer has prepared appropriate deed restrictions which are approved by the City, filed with the City and recorded with the Green Lake County Register of Deeds.
- vii. All destroyed trees, brush, tree trunks, shrubs, and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- viii. All required "as built" plans for the Project have been submitted and approved by the City Engineer.
- ix. All private utilities have been installed to serve the Project.
- x. The Developer is not in material default of any aspect of this Agreement.

(m) Miscellaneous Requirements. The Developer shall:

- i. Easements: Provide any easements on the Property deemed necessary by the City Engineer.
- ii. Manner of Performance: Cause all construction called for by this Agreement to be carried out and performed in a good and workerlike manner.
- iii. Underground Utilities: Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the Developer.
- iv. Permits: Provide and submit to the City requesting the same, valid copies of any and all governmental agency permits.
- v. Removal of Topsoil: The Developer agrees that no topsoil shall be removed from the Property without approval from the City Engineer, which approval shall not be unreasonably delayed, conditioned or withheld.
- vi. Noise: Developer shall make reasonable efforts, consistent with industry standards, to minimize noise, dust and similar disturbances. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.
- vii. Debris: Have ultimate responsibility for cleaning up debris that has blown from buildings under construction within the Property until such time as all improvements have been installed and approved by the City Engineer.. The City shall make a reasonable effort to require the contractor, who is responsible for the debris, to clean up the same. The Developer shall clean up the debris within forty-eight (48) hours after receiving written notice from the City Engineer. If said debris is not cleaned within forty-eight hours after Developer's actual receipt of notification by the City Engineer, the City will do so at the Developer's expense, provided, however, that if written notice is received by the Developer after normal business hours, during a weekend or holiday, the time for cleanup shall be extended until the first business day following Developer's receipt of notice. .
- viii. Duty to Clean Roadways: The Developer shall be responsible for cleaning up the mud and dirt on the roadways until such time as the final lift of asphalt has



been installed. The Developer shall clean the roadways within forty-eight (48) hours after receiving written notice from the City Engineer. If said mud, dirt and stone is not cleaned up after notification, the City will do so at the Developer's expense. The City will make a good faith effort to enforce existing ordinances that require builders to clean up their mud from construction.

- ix. Zoning Code: The Developer acknowledges that the Property and Project are subject to the City of Berlin Zoning Code.
  - x. Diggers Hotline: The Developer shall contact Digger's Hotline before commencing any land disturbing activities on the Property.
  - xi. No Agricultural Use. The Developer shall not permit any open space or undeveloped lands within the Property to be used for any agricultural uses as defined in Tax 18 of the Wisconsin Administrative Code. In the event the Developer uses the land in a manner that causes the Property or any portion thereof to be assessed in a manner that reduces the property tax liability below what would apply to residential property in the City, the Developer shall make an additional payment in lieu of taxes (PILOT) so that the total tax payment plus PILOT equals the amount that would be paid if the Property were classified for assessment as residential.
- (n) Payment of Costs, Inspection, and Administrative Fees. The Developer shall pay and reimburse the City promptly upon billing for all fees, expenses, costs, and disbursements which shall be incurred by the City in connection with this development or relative to the construction, installation, dedication, and acceptance of the development improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection, and legal, administrative, and fiscal work. City employee costs shall be based on regular City pay rates (or engineering and administrative overtime, if applicable) plus forty percent (40%) on the hourly rate for overhead and fringe benefits for any time actually spent on the Project. Any costs for outside consultants shall be charged at the rate the consultant charges the City. Any such charge not paid by the Developer within thirty (30) days of being invoiced may be charged against the Financial Guarantee held by the City pursuant to this Agreement, or assessed against the development land as a special charge pursuant to Section 66.0627, Wisconsin Statutes. Any such charges or assessments may be imposed on the Property or any portion thereof then owned by the Developer, or then owned by any successor, or assign of the Developer.
- (o) Insurance. The Developer, shall maintain at all times insurance coverage in the forms and in the amounts as required by the City. The insurance requirements applicable to

the Developer for the Project, are set forth on Exhibit D, attached hereto and incorporated herein by reference.

## 2. CITY OBLIGATIONS.

### Section 2.2 Payment of Certain Tax Increment Revenues Toward Cost of the Project.

(a) Incentive Amount. Subject to the conditions set forth herein (including without limitation, (i) completion of the Project on or before December 31, 2027 with a minimum value of Seven Million Two Hundred Thousand and 00/100 Dollars (\$7,200,000) (the "Minimum Value") for the 4 buildings within the Project; (ii) and completion of the Sewer and Water Mains/Laterals, the City shall pay to the Developer, as an incentive for development of the Property, an amount not less than nor greater than One Million Four Hundred Forty Thousand and 00/100 Dollars (\$1,440,000.00) [the "Incentive Amount"]. If the Project is not completed by December 31, 2027, the Incentive Amount shall be reduced in proportion to the total value of the buildings within the Project delivered by December 31, 2027, measured against the Minimum Value. The failure to complete the Project by December 31, 2027 shall not negate the City's obligation to pay the Developer the Incentive Amount but, shall only reduce the Incentive Amount as herein provided.

(b) Source of Payment. The Incentive Amount shall be payable solely from Available Tax Increment (as defined below) which have been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes, and appropriated by the Common Council to payment of the Incentive Amount. The Incentive Amount shall be payable in installments on or before March 31<sup>st</sup> of each year, commencing with, 2026, and on each March 31<sup>st</sup> thereafter based on Available Tax Increments generated in the immediately prior tax year. If Available Tax Increments have been insufficient to pay the full Incentive Amount after the scheduled installment payable on or before March 31, 2040 (based on the Available Tax Increment generated in 2039), then the Incentive Amount shall be deemed paid in full, the obligation of the City to make any further payment shall terminate, and the Developer shall have no right to receive any additional payments. The City makes no representation or covenant, express or implied, that Available Tax Increments will be generated or that they will be sufficient to pay, in whole or in part, the Incentive Amount. All Tax Increment received by the City which are not appropriated to pay the Incentive Amount may be used by the City for any legally permitted purpose, in its sole discretion.

(c) Payment Subject to Annual Appropriation. As stated above, the application of Available Tax Increments to payment of the Incentive Amount each year is subject to future annual appropriation by the Common Council. The City makes no representation or covenant, express or implied, that any non-zero Available Tax Increments will be generated and/or appropriated in any given year, nor does the City make any representation or covenant as to any aggregate amount of Available Tax Increments to be paid to the Developer. Any Tax Increment

(defined below) which is not appropriated and allocated toward the Available Tax Increments may be used by the City for any legally permitted purpose, in its sole discretion.

(d) Available Tax Increments. In this Agreement, "Available Tax Increments" for any given year means an amount equal to 90% of the result of the following computation:

(i) the annual gross tax increment revenues (using a 2024 base year) paid with respect to the Project and actually received and retained by the City which is generated by property tax payments on the Property (the "Tax Increment"); minus.

(ii) the Project's share (as reasonably determined by the City) of the actual legal, financial and administrative expenses incurred by the City in connection with the creation or administration of the District and the negotiation, preparation and administration of this Agreement and related documentation which has not yet been reimbursed by Tax Increment.

(e) Tax Increment Revenue Bond. Notwithstanding anything to the contrary in this Section 2 or in this Agreement, in the event the City determines, in its discretion, that the Incentive Amount may not be paid in full prior to the end of the District's statutorily-permitted expenditure period, the City shall (unless the City, in its sole discretion, prepays the Incentive Amount prior to the expiration of the District's statutorily-permitted expenditure period) issue the Developer a taxable tax increment revenue bond evidencing the City's obligation to pay the then-remaining balance of the Incentive Amount. Such revenue bond shall be payable solely from Available Tax Increments and shall be subject to the terms and conditions of this Agreement, including, without limitation, that all payments under the bond shall be subject to and conditioned upon future annual appropriation of Available Tax Increments by the City Board to payment of the bond.

### 3. **NOTICES**

All notices hereunder must be in writing and must be sent by United States registered or certified mail (postage prepaid) or by an independent overnight courier service, addressed to the addresses specified below:

If to the Developer:

Premier Berlin, LLC  
3120 Gateway Road

Brookfield, WI 53045  
Attn: Calvin M. Akin

If to the City:

City of Berlin  
108 N Capron  
Street, P.O. Box  
727

Berlin, WI 54923  
Attn: City  
Administrator

### 4. **TERM.**

Section 4.1 Term. Unless sooner terminated, the term of this Agreement shall commence on the date hereof and continue until all of the following have occurred: (a) final completion of the Project; and (b) payment of the Incentive Amount due in accordance with this Agreement.

Section 4.2      Default. In the event that either the City or the Developer defaults under any material terms or conditions of this Agreement, the defaulting party shall be responsible for all costs and expenses incurred by reason of such default including, but not limited to, any legal expenses incurred by the non-defaulting party. The rights and remedies of the non-defaulting party shall not be limited to those, if any, specified in this Agreement, but the non-defaulting party shall have all rights and remedies to which it may be entitled, either at law or in equity. Developer Entity and Developer Principal shall be jointly and severally liable for the payment and performance of all obligations of the Developer under this Agreement and the City may bring suit against each such entity, jointly or severally, or against any one or more of them.

(a)      Waiver. Any delay by the non-defaulting party in instituting or prosecuting any action or proceeding or other asserting its rights under this article shall not operate as a waiver of such rights or to deprive it of or to limit such rights in any way (it being the intent of these provisions that such non-defaulting party should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided for in this Section because of concepts of waiver, laches or otherwise, to exercise such remedy at a time when it may still hope otherwise to resolve the Project created by the default involved). No waiver in fact made by the non-defaulting party with respect to any specific default by the defaulting party under this Section is to be considered or treated as the waiver of the rights of the non-defaulting party with respect to any other defaults by the defaulting party under this Section, or with respect to the particular default except to the extent specifically waived in writing.

Section 4.3      Termination of Agreement. If the Developer shall not acquire the Property by December 31, 2025, this Agreement shall terminate and be of no further force or effect.

5.      **DEVELOPER REPRESENTATIONS**      Developer hereby represents, warrants, and covenants to the City as follows:

(a)      Developer Entity is a limited liability company, duly formed, validly existing, and in good standing under the laws of the State of Wisconsin,

(b)      Developer has all requisite power and authority, has taken all actions required by its organizational documents and applicable law, and has obtained all necessary consents, to: (i) execute and deliver this Agreement; and (ii) consummate the transactions contemplated by this Agreement. This Agreement has been duly authorized and properly executed and delivered and constitutes the valid and binding obligations of Developer, enforceable in accordance with its terms, subject to principles of equity, bankruptcy, insolvency, and other laws generally affecting creditors' rights and the enforcement of debtors' obligations.

(c)      Developer is qualified and has the skill and professional competence, expertise, and experience to undertake the obligations imposed, and to perform the work contemplated by this Agreement and the requirements of a project of the magnitude and scope of the Project.

(d)      Developer has and shall maintain at all times during the term of this Agreement, sufficient facilities, expertise, staff, assets, and other resources to perform its duties under this Agreement. The services to be rendered and performed for the City

under this Agreement shall be performed and rendered by professionals experienced, licensed (if a license is required), and qualified to perform such services in the State of Wisconsin.

(e) Developer holds and shall maintain at all times during the term of this Agreement, all licenses, permits, or other certifications necessary to perform its duties under this Agreement, and is in compliance with and shall continue to comply with all applicable laws.

## **6. MISCELLANEOUS PROVISIONS.**

Section 6.1 Assignment; Covenants Run with the Land. This Agreement shall not be assignable by the Developer without the prior written consent of the City, except that the Developer may make a collateral assignment of the right to receive payment of the Incentive Amount under this Agreement to its lender as part of a first mortgage on the Property, subject to all terms and conditions of this Agreement. No assignment of this Agreement shall serve to release the Developer from any liability or obligations under this Agreement. The Memorandum of Agreement in the form attached hereto as Exhibit B shall be recorded. The provisions of this Agreement shall run with the land and inure to the benefit of and be binding upon the successors and assigns of the parties and all assignees, mortgagees, purchasers and transferees of all or any part of or interest in the Property. This section allows for City enforcement of the terms and conditions of this Agreement against all such Successors, as though such Successors were the Developer. This section does not, however, grant rights to such Successors absent City written consent.

Section 6.2 Indemnification: No Personal Liability. The Developer shall indemnify, save harmless and defend the City and its respective officers, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including reasonable attorney costs and fees, for claims of any kind including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of any injuries or damages received or sustained by any persons or property relating to or in connection with the Property, including, without limitation, on account of or arising out of the construction and/or operations of the Project. Under no circumstances shall any trustee, officer, official, director, administrator, attorney, employee or agent of the City have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability. The provisions of this Section shall survive the term of this Agreement.

Section 6.3 No Third-Party Beneficiaries: Relationship of the Parties. This Agreement is intended solely for the benefit of the Developer and the City, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the City in connection therewith. The Developer and its contractors and subcontractors shall be solely responsible for the completion of the Project. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between the City and the Developer or any contractor or subcontractor employed by the Developer in the construction of the Project.

Section 6.4 Conflicts of Interest. No member of the governing body or other officer of the City shall have any financial interest, direct or indirect, in this Agreement, the Property, or the Project, or

any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

Section 6.5 Entire Agreement: Waiver: Amendment: Severability. This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the City and the Developer, and then only to the extent specifically set forth in writing. Nothing contained in this Agreement is intended to or has the effect of releasing the Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement. If any covenant, condition, provision, term or agreement of this Agreement is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms, and agreements of this Agreement will not be affected by such holding, and will remain valid and in force to the fullest extent by law.

Section 6.6 (Reserved).

Section 6.7 Headings. Descriptive headings as used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

Section 6.8 Governing Law. This Agreement is governed by the laws of the State of Wisconsin.

Section 6.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the agreement among the parties.

Section 6.10 General Conditions and Regulations. All provisions of the City ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said ordinances.

Section 6.11 Zoning. The City does not guarantee or warrant that the Property will not at some later date be rezoned, nor does the City herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this Agreement.

Section 6.12 Compliance with Codes and Statutes. The Developer shall comply with all current and future applicable codes of the City, County, State, and Federal government and, further, the Developer shall follow all current and future lawful orders of any and all duly authorized employees and/or representatives of the City, County, State, or Federal government.

Section 6.13 Mortgagee Consent. The undersigned mortgagee of the property identified in Exhibit A, consents to this Agreement, and agrees that its lien of mortgage shall be subordinate to the rights of the City granted by this Agreement.

Section 6.14 Stormwater Agreement. The DEVELOPER shall enter a Stormwater Agreement in a form approved by the City Attorney and the City Engineer to ensure the proper maintenance of all stormwater facilities within the Property, and such Stormwater Agreement shall be recorded against the Property.

Section 6.15 Interpretation. The City shall have sole authority to interpret the TID Project Plan and related TID Tax Increment as they relate to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date stated in the first paragraph of this Agreement.

THE CITY:

CITY OF BERLIN

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

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

DEVELOPER:

PREMIER BERLIN, LLC

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

Calvin M. Akin

Title: Sole Member

EXHIBIT A  
TO  
DEVELOPMENT AGREEMENT

Description of Property

Lot 1 of Certified Survey Map No. 3037, recorded in the office of the Register of Deeds for Green Lake County, Wisconsin, on November 1, 2005 in Volume 15 of Certified Survey Maps at Page 3037, being a resurvey and division of Lot 2 Certified Survey Map 2689, being part of the NW1/4 of the NW1/4 of Section 3, Township 17 North, Range 13 East, City of Berlin, Green Lake County, Wisconsin.

For informational purposes only:

Property Address: Land on N. Wisconsin Street, Berlin, WI 54923

Tax Key Number: 206-01082-0200



EXHIBIT B TO  
DEVELOPMENT AGREEMENT

Form of Memorandum

\*\* Attached behind \*\*

EXHIBIT C

FORM OF COMPLETION GUARANTY

**\*\*Attached behind\*\***

EXHIBIT D

CITY'S INSURANCE REQUIREMENTS

**\*\*Attached behind\*\***

**SHORT FORM MEMORANDUM OF  
DEVELOPMENT AGREEMENT CITY  
OF BERLIN**

Document Number

Document Title

This SHORT FORM MEMORANDUM OF DEVELOPMENT AGREEMENT (this "Memorandum"), effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), is entered into by, between and among the City of Berlin, Green Lake County, Wisconsin, a municipal corporation, ("City") and Premier Berlin, LLC, a Wisconsin limited liability company ("Developer"). Developer and City are collectively referred to herein as the "Parties").

WHEREAS, the Parties entered into that certain Development Agreement dated as of \_\_\_\_\_, 2025 (as may be amended from time to time, the "Development Agreement") respecting the real property described below (the "Property"); and

WHEREAS, the Parties desire to place this Memorandum of record in the real estate records for Green County, Wisconsin to provide notice of the Development Agreement to third parties.

Recording Area

Name and Return Address:

**Parcel Identification Number (PIN):**

206-01082-0200

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Notice is hereby given that the Parties have entered into the Development Agreement affecting the Property. Until termination or fulfillment of the Development Agreement, the Development Agreement runs with the Property and is binding upon, benefits and burdens the Property, Developer and any subsequent owner and/or mortgagee of all or any portion of the Property and each of their successors and assigns. The Development Agreement imposes certain obligations, liabilities and restrictions on the owners and/or mortgagees of all or any portion of the Property. The term of the Development Agreement commences as of the date thereof and terminates as provided therein.

2. The terms, conditions and other provisions of the Development Agreement are set forth in the Development Agreement, express reference to which is made for greater particularity as to the terms, conditions and provisions thereof. Without limiting the generality of the foregoing, the Development Agreement contains provisions which provide for a payment in lieu of taxes in the event all or a portion of the Property becomes exempt from property taxes. A copy of the Development Agreement is available upon request from the City at the offices of the City Clerk.

3. This Memorandum is intended for recording purposes only to provide notice of certain terms and conditions contained in the Development Agreement and is not to be construed as a complete summary of the terms and conditions thereof. This Memorandum is subject to the Development Agreement and any amendments, modifications, alterations, renewals, and extensions of the Development Agreement. The terms and provisions of the Development Agreement are incorporated in this Memorandum by reference. Provisions in this Memorandum shall not be used to interpret the provisions of the Development Agreement. In the event of any conflict between this Memorandum and the Development Agreement, the provisions of the Development Agreement shall control. The Parties shall execute, deliver, and file of record a termination and release of this Memorandum upon the expiration or earlier termination of the Development Agreement.

**LEGAL DESCRIPTION:** Lot 1 of Certified Survey Map No. 3037, recorded in the office of the Register of Deeds for Green Lake County, Wisconsin, on November 1, 2005 in Volume 15 of Certified Survey Maps at Page 3037, being a resurvey and division of Lot 2 Certified Survey Map 2689, being part of the NW1/4 of the NW1/4 of Section 3, Township 17 North, Range 13 East, City of Berlin, Green Lake County, Wisconsin.

**TWO SIGNATURE PAGES FOLLOW**

**CITY:**

CITY OF BERLIN  
Green County, Wisconsin

By \_\_\_\_\_

**ATTEST:**

By \_\_\_\_\_  
City Clerk

STATE OF WISCONSIN            )  
  )ss  
COUNTY OF GREEN LAKE        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the above-named \_\_\_\_\_, Mayor, and \_\_\_\_\_, City Clerk, of the City of Berlin, to me known to be the persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers by the City’s authority.

Subscribed and sworn to before me.

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
Print Name: \_\_\_\_\_  
My Commission: \_\_\_\_\_

**DEVELOPER:**

Premier Berlin, LLC

By: \_\_\_\_\_  
Calvin M. Akin, Sole Member

STATE OF WISCONSIN                    )  
  )ss  
COUNTY OF WAUKESHA                )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 the above named Calvin M. Akin to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
Print Name: Joe A. Goldberger  
My Commission is permanent.

EXHIBIT C

FORM OF COMPLETION GUARANTY

**\*\*Attached behind\*\***

## GUARANTY OF COMPLETION

This Guaranty of Completion (this "**Guaranty**"), dated as of \_\_\_\_\_, 2025 is made by Calvin M. Akin, an individual with an address of 3120 Gateway Road, Brookfield, WI 53045 ("**Guarantor**"), in favor of and for the benefit of the CITY OF BERLIN, a Wisconsin municipal corporation with a business address of 108 N. Capon Street, P.O. Box 727, Berlin, Wisconsin 54923 ("**Beneficiary**"), in connection with the Development Agreement dated on or about the date hereof (the "**Underlying Agreement**"), by and between PREMIER BERLIN, LLC, a Wisconsin limited liability company ("**Developer**"), Guarantor and Beneficiary.

Guarantor is the Sole Member of Developer. In consideration of the substantial direct and indirect benefits derived by Guarantor from the transactions under the Underlying Agreement, and in order to induce Beneficiary to enter into the Underlying Agreement with Developer and Guarantor, Guarantor hereby agrees as follows:

1. Guaranty and Indemnity.

(a) Guarantor hereby guarantees to Beneficiary and its successors, transferees, and assignees the completion of the Project in connection with the Underlying Agreement (the "**Developer Obligations**").

(b) If Developer fails to complete the Project, then Guarantor shall, following any applicable notice period under the Underlying Agreement, complete the Project at Guarantor's cost and expense. Guarantor's obligations under this provision shall be subject to any materiality or other qualifications on Developer's obligations set forth in the Underlying Agreement.

(c) Guarantor, as a principal and not as a separate and independent obligation from its obligations under Sections 1(a) and 1(b), shall indemnify Beneficiary for any losses, costs, and expenses arising out of or in connection with Developer's failure to perform the Developer Obligations, except where such failure is excused under the Underlying Agreement.

(d) Guarantor's liability under the foregoing indemnity provision shall not exceed Developer's indemnification liability under the Underlying Agreement for the failure of performance that triggered this Guaranty.

2. Beneficiary Protections.

(a) Guaranty Absolute and Unconditional. Guarantor agrees that its obligations under this Guaranty are irrevocable, continuing, absolute, and unconditional and shall not be reduced, discharged or otherwise adversely affected by, and Guarantor hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of:

(i) any arrangement made between the Developer and the Beneficiary;



(ii) any alteration in the Developer Obligations resulting from an addendum or modification of the Underlying Agreement, as set forth in Section 4, or otherwise;

(iii) the Beneficiary's waiver, forbearance, or failure to assert any claim or demand to exercise or enforce any right or remedy under the Underlying Agreement or otherwise;

(iv) any unenforceability, illegality, or invalidity of any of the provisions of the Underlying Agreement or any Developer Obligations, such that this guaranty shall be construed as if there were no such unenforceability, illegality or invalidity;

(v) any legal limitation, disability, incapacity or other circumstances affecting Developer or any of its personnel providing the services that make up the Developer Obligations; or

(vi) any change, restructuring or termination of the corporate structure, ownership or existence of Guarantor or Developer or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Developer or its assets or any resulting restructuring, release or discharge of any Developer Obligations.

(b) Immediate Demand. Guarantor waives any right it may have to require Beneficiary or any agent or trustee on Beneficiary's behalf to proceed against or enforce any other right against any person before claiming from Guarantor under this guaranty.

3. Certain Waivers; Acknowledgments. Guarantor further acknowledges and agrees as follows:

(a) Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Developer Obligations, until the complete, irrevocable and infeasible satisfaction in full of the Developer Obligations.

(b) This Guaranty is a guaranty of performance. Beneficiary shall not be obligated to enforce or exhaust its remedies against Developer or under the Underlying Agreement before proceeding to enforce this Guaranty, notwithstanding any dispute resolution process or notice period set forth in the Underlying Agreement.

(c) This Guaranty is a direct guaranty and independent of the obligations of Developer under the Underlying Agreement. Beneficiary may resort to Guarantor for performance of the Developer Obligations whether or not Beneficiary has proceeded against Developer or any other guarantors with respect to the Developer Obligations. Beneficiary may, at Beneficiary's option, proceed against Guarantor and Developer jointly and severally or against Guarantor only without having obtained a judgment against Developer.

4. Modification of the Underlying Agreement. Guarantor authorises Developer and Beneficiary to make any addendum or modification to the Underlying Agreement in accordance with the terms of the Underlying Agreement, and acknowledges and agrees that any performance under such addendum or modification shall be subject to the terms of this guarantee and, among other things, guaranteed by the Guarantor in accordance with the terms of this Guaranty.

5. Representations and Warranties. To induce Beneficiary to enter into the Underlying Agreement, Guarantor represents and warrants that: (a) Guarantor is a natural person with no legal disabilities; (b) this Guaranty constitutes Guarantor's valid and legally binding agreement in accordance with its terms; (c) the execution, delivery and performance of this Guaranty have been duly authorized by all necessary action and will not violate any order, judgment or decree to which Guarantor may be subject; and (d) Guarantor is currently solvent and will not be rendered insolvent by providing this Guaranty.

6. Notices. All notices, requests, consents, demands and other communications hereunder (each, a "Notice") shall be in writing and delivered to the parties at the addresses set forth herein or to such other address as may be designated by the receiving party in a Notice given in accordance with this section. All Notices shall be delivered by personal delivery, nationally recognized overnight courier, facsimile, email or certified or registered mail (return receipt requested, postage prepaid). Except as otherwise provided in this Guaranty, a Notice is effective only (a) with written confirmation of delivery or transmission; (b) upon receipt of the receiving party; and (c) if the party giving the Notice has complied with the requirements of this section.

7. Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that Guarantor may not, without the prior written consent of Beneficiary, assign any of its rights, powers or obligations hereunder. Beneficiary may assign this Guaranty and its rights hereunder without the consent of Guarantor upon thirty (30) days' advance notice to Guarantor in connection with a permitted assignment of the Underlying Agreement. Any attempted assignment in violation of this section shall be null and void.

8. Governing Law; Service of Process. This Guaranty shall be governed by and construed under the laws of Wisconsin, without reference to any choice of law provision or rule, whether of Wisconsin or otherwise. Each party irrevocably consents to service of process in the manner provided for notices in Section 6 hereof and agrees that nothing herein shall affect the right of any party hereto to serve process in any manner permitted by applicable law.

9. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS GUARANTY OR ANY OF THE OBLIGATIONS HEREUNDER.

10. Cumulative Rights. Each right, remedy and power hereby granted to Beneficiary or allowed it by applicable law or other agreement shall be cumulative and not exclusive of any other and may be exercised by Beneficiary at any time or from time to time.

11. Severability. If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby, and each provision of this Guaranty shall be valid and enforceable to the fullest extent permitted by law.

12. Entire Agreement; Amendments; Headings; Effectiveness. This Guaranty constitutes the sole and entire agreement of Guarantor, Developer and Beneficiary with respect to the subject matter hereof and supersedes all previous agreements or understandings, oral or written, with respect to such subject matter. No amendment or waiver of any provision of this Guaranty shall be valid and binding unless it is in writing and signed, in the case of an amendment, by both parties, or in the case of a waiver, by the party against which the waiver is to be effective. Section headings are for convenience of reference only and shall not define, modify, expand or limit any of the terms of this Guaranty. Delivery of this Guaranty by facsimile or in electronic (i.e., pdf or tif) format shall be effective as delivery of a manually executed original of this Guaranty.

13. Termination. The obligations of the Guarantor hereunder shall terminate upon the completion of the Project, which shall be defined as the issuance by the City of Berlin of the final occupancy permit for the final building to be constructed in the Project and Final Acceptance, as defined in the Underlying Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Guarantor has executed this Performance Guaranty as of the date set forth above.

GUARANTOR:

---

Calvin M. Akin, individually

## EXHIBIT D

### Insurance Requirements

The DEVELOPER shall maintain comprehensive property casualty insurance on the PROJECT, including the builder's risk insurance during construction and loss of income coverage, for not less than the actual replacement value of all improvements and lost income. The DEVELOPER shall provide the CITY with proof of such coverage upon request.

**2025 - 2026 CLASS "A" & CLASS "B" BEER  
"CLASS A" & "CLASS B" INTOXICATING LIQUOR LICENSE AND "CLASS C" WINE  
LICENSES**

Notice is hereby given that the following applications for licenses to deal in intoxicating liquor have been filed with the City Clerk of the City of Berlin, Wisconsin for the year ending June 30, 2026:

AJ'S Riverside LLC, Angela Schuster, 418 N Capron Street, Berlin, Agent for AJ'S Riverside LLC, 168-170 W Huron, Class "B" beer and "Class B" liquor license (**Also applied for OA**)

Berlin Lanes LLC, Eric Berndt, 192 Spring St, Berlin, Agent for Berlin Lanes LLC, 119-123 N Pearl Street, Berlin, Class "B" beer and "Class B" liquor license (**Also Applied for AD**)

Buckys Bar LLC, Stacy Zietlow, W1162 Cty Rd X, Berlin, Agent for Buckys Bar LLC, 115 W Huron Street, Berlin, Class "B" beer and "Class B" liquor license (**also Applied for AD**)

Boomba's LTD, Benjamin J. Bombinski, 225 Broadway, Berlin, Agent for Boomba's LTD dba Clem's Bar, 223 Broadway, Berlin, Class "B" beer and "Class B" liquor license (**Also Applied for AD**)

Cheema & Cheema LLC, Inderjeet Cheema, 538 Ann Court, Berlin, Agent for Malchetske on Broadway, 265 Broadway, Class "A" beer and "Class A" liquor license (**Also Applied for TOB**)

Condon Oil Company, Kraig Bauman, 434 Stonehedge Court, Ripon, Agent for Berlin BP, 247 Ripon Road, Class "A" beer license and "Class A" liquor (Cider only) license (**Also Applied for TOB**)

DM Family, LLC, The Driftwood Bar, Lisa Pollom, 159 Sumner Street, Agent for The Driftwood Bar, LLC, 209 Broadway, Class "B" beer and "Class B" Liquor license (**Also Applied for AD**)

El Charro, LLC, Gelacio Poscual Rubio, N8554 Seward Drive Berlin, Agent for El Charro, LLC, 103 W Huron St, Class "B" beer and "Class B" liquor license (**Also Applied for AD**)

El Pariente Mexican Store, LLC, Gelacio Poscual Rubio, N8554 Seward Drive Berlin, Agent for El Pariente Mexican Store, LLC, 104 E Huron Street, Class "A" Beer license

Family Dollar Stores Of Wisconsin, Jocelyn Konrad, 500 Volvo Parkway, Chesapeake, VA, Agent for Family Dollar Store #33624, Class "A" Beer and "Class A" Liquor license (**Also Applied for TOB**)

Dolgencorp, LLC, Emily Taylor, 100 Mission Ridge, Goodlettsville, TN, Agent for Dollar General Store #6966, 289 Church St, Berlin, Class "A" beer and "Class A" Liquor (**Also Applied for TOB**)

HIMGIRI LLC, dba Berlin Oil, Gobinda P Shrestha, 700 Broadway Street, Apt. 1, Agent for Berlin Oil, 703 Broadway, Class "A" beer license and "Class A" liquor license (**Also Applied for TOB**)

Hoot N' Hollar LLC, Ajshe Jecevicus, N470 County Road XX, Berlin, Agent for Hoot 'Nannys, 122 E Huron Street, Class "B" beer and "Class B" liquor license (**Also Applied for AD**)

Izzy's Dockside Diner, Inc., Ajshe Jecevicus, N470 County Road XX, Berlin, Agent for Izzy's Dockside Diner, 186 Broadway, Berlin, Class "B" beer and "Class B" liquor license (**Also Applied for AD**)

Jeff's on the Square, L.L.C., Jeffery M. Bending, 535 Van Horn Street, Berlin, Agent for Jeff's on the Square L.L.C, 116 N Capron Street, Berlin, Class "B" beer and "Class B" liquor license

Kwik Trip, Inc., Scott Zietlow, 1307 7<sup>th</sup> St. SW, Rochester, MN Agent for Kwik Trip #777, 270 Broadway, Class "A" beer license and "Class A" liquor license (**Also Applied for TOB**)

Luxury Smoke LLC, Ahmed Dawadeh, 730 Broadway Street, Berlin, Agent for Luxury Tobacco, Tobacco License

Mastricola's on Broadway, Barry Mastricola, 703 Sandy Pines Ct, Redgranite, WI, Agent for Mastricola's on Broadway, 689 Broadway, Berlin, Class "B" beer and "Class B" Liquor license (**Also applied for AD and OA**)

Misty Inn LLC, 221 Broadway, Patricia Day, N485 36<sup>th</sup> Court, Berlin, Agent for Misty Inn LLC, 221 Broadway, Class "B" beer and "Class B" liquor license (**Also Applied for AD**)

Mark R. Vandre, 114A North Capron Street, Berlin, Agent for The Rendezvous, 114 N Capron Street, Class "B" beer and "Class B" liquor license (**Also Applied for AD and OA**)

Ocean Breeze CBD and Vapor LLC, Harley Mitchelly, N6641 Saint Marie Rd, Green Lake. Agent for Ocean Breeze CBD and Vapor LLC, Tobacco License

The Art Bar, LLC, Michelle Ann Omichinski, 136 Pierce St, Berlin, Agent for The Art Bar & Boutique, 114 W Huron St, Class "B" beer and "Class B" liquor license (**Also Applied for OA**)

Triangle Family Restaurant, LLC, Erica Sesma, 701 Melanie Lane, Ripon, Agent for Triangle Family Restaurant, 215 Ripon Road, Berlin Class "B" Beer and "Class B" Liquor license

Wal-Mart Stores East, LP, Todd Janzen, 479 Center Street, Berlin, Agent for Wal-Mart #1727, 861 County Rd F, Berlin Class "A" beer and "Class A" liquor license (**Also Applied for TOB**)

Wells-Krause Post No. 2925 of the Veterans of Foreign Wars of the United States, Department of Wisconsin, Richard Bartol, W769 Klondike Rd, Berlin, Agent for Wells-Krause VFW Post 2925, 420 N Wisconsin Street, Class "B" beer and "Class B" liquor license (**Also Applied for OA**)

**AD = Amusement Devices**

**OA = Outdoor Activity**

**TOB = Tobacco**

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Appoint Council Liaisons to Cemetery Board and Sewer & Water Commission  
**MEETING DATE:** June 10, 2025

**BACKGROUND**

During the Council's Organizational Meeting in April, the Council approved the Mayor's appointments to Boards, Commissions and Committees. Due to the fact that one of the Alderperson seats was vacant at that time (Ward 6), the Mayor chose not to fill the Council Liaison positions for the Cemetery Board and Sewer & Water Commission.

Now that all of the Aldermanic Districts are represented (Melissa Sorenson was appointed to the Council on May 13, 2025), the Mayor is bringing forward two more appointments for the Council's approval.

Cemetery Board Liaison: Melissa Sorenson  
Sewer & Water Commission Liaison: Melissa Sorenson

**SUGGESTED MOTION**

Motion to approve the Mayor's appointment of Alderperson Melissa Sorenson as Liaison to the Cemetery Board and Liaison to the Sewer & Water Commission.



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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Street Cruzers Inc Special Event Permit Application for August 9-10, 2025.  
**MEETING DATE:**

**BACKGROUND**

Street Cruzers has applied for a Special Event Permit for the Street Cruzers, Inc – 38<sup>th</sup> Annual Car Show, 28<sup>th</sup> Memorial Cruise. The cruise is scheduled for 6PM on August 9 (line up starting at 5PM) and the car show is scheduled for August 10 at Riverside Park.

The current application requests Police Department traffic control along the cruise route. Last year this request was denied due to issues stemming from unsafe driving behavior, such as excessively revving engines and squealing tires. With denial the group was still able to have the cruise, however they were required to follow all traffic rules (without intersections being controlled for their purposes). It is up to the Police Chief's discretion whether to approve or deny intersection control. The Chief plans to make his determination prior to the Council meeting on June 10.

**SUGGESTED MOTION**

Motion to approve the Special Event Permit for Street Cruzers Inc – 38<sup>th</sup> Annual Car Show and 28<sup>th</sup> Memorial Cruise.

## City of Berlin –Special Event Permit Checklist

Name of Event: Street Cruzers, Inc. - 38<sup>th</sup> Annual Car Show , 28<sup>th</sup> Memorial Cruise

18-333 Event on Street/Highway (5k Run/Walk, Car show, Non profit vendor sales event, Business open house etc.)

Use of City streets, sidewalks, street parking spaces

Parade (School Homecoming, Memorial Day, Pumpkins on Petunias tractor, Christmas Parade etc.)

Event on Municipal Parking Lot (Farmers Market, Fox River Days, Pumpkins on Petunias etc.)

Use of South Capron St Lot, Market Square Lot

- Date application submitted: May 29, 2025
- COMPLETE APPLICATION Submitted no less than 45 days prior to event if NEW EVENT (45 days time period may be waived if the Event is Recurring)
- Description of event, sketch of location, or outlined map if needed
- CERTIFICATE OF LIABILITY INSURANCE (Unless Exempt) In the Amount of \$1,000,000 BODILY, \$500,000 PROPERTY for EACH OCCURRENCE with THE CITY OF BERLIN NAMED AS AN ADDITIONAL INSURER
- Expiration date: \_\_\_\_\_
- Or
- EXEMPTION FROM LIABILITY INSURANCE (Religious, charitable, service, fraternal, veterans, school)
- Proof of exemption status required YES or NO
- SIGNED INDEMNIFICATION AGREEMENT (Required for all permits.)
- NEIGHBORING RESIDENT CONSENT (Not required for parades or 5k runs/walks. Street use requirement – at least 75% of named streets' residents, municipal parking lot requirement – at least 75% of residents within 200 feet of named lot.)
- X   FEE OF TWENTY DOLLARS (\$20.00) Date of payment: 5/29/2025
- Reviewed by City Attorney (Fax copy to office of New and Recurring – annual or up to 18 months ) \_\_\_\_\_
- Reviewed by Chief of Police (New only, for recurring give FYI copy) \_\_\_\_\_
- Reviewed by Street Superintendent (New only, for recurring give FYI copy) \_\_\_\_\_
- Date of Council Meeting for new approvals: \_\_\_\_\_

NOTES:

# CITY OF BERLIN PERMIT APPLICATION

## Special Events on Streets, Highways, and Municipal Parking Lots (Provisions of SEC. 18-331 thru SEC. 18-337 Municipal Code Apply)

If you need additional space for any answers, attach additional sheets as necessary

\_\_\_\_\_ 18-333 Event On Street/Highway \_\_\_\_\_ 18-333 Parade \_\_\_\_\_ 18-333 Event on Municipal Parking Lot

Applicant's Name: Street Cruisers, Inc. Date of Application: \_\_\_\_\_

Applicant's Telephone Number: 920-228-3054 Applicant's DOB/Organized: 1987

Applicant's Address: P.O. Box 162, Berlin, WI 54923

Purpose of Application Request: Memorial Cruise + Car Show

See attached

If applicant is an organization, provide the name(s), title(s) or position(s), address(es), and telephone number(s) of authorizing official(s) (for corporations, all officers and directors; for LLC's, all members and managers; for partnerships, all partners; for trusts, all trustees):

Name, Title, and Address

Telephone Number

See attached

If applicant is NOT an organization (corporation, LLC, partnership, trust, etc), provide the name(s), title(s), or position(s), address(es), and telephone number(s) of person(s) responsible for this request:

Name, Title, and Address

Telephone Number

Details of Event: (For extended details, use the back of this form and include drawings of proposed event or route).

What: Charity Fund Raising

When: Aug. 9th, 2025 - Memorial Cruise Start Time and Duration: lineup 5:00 - cruise 6:00pm } see attached

Where: Aug. 10th, 2025 - Car Show - All day If Parade, Assembly Area: \_\_\_\_\_

Estimated number of units (if parade) or persons attending (if other event): \_\_\_\_\_

Does applicant claim exemption from liability insurance as a government agency, religious, fraternal, veterans, charitable, or service organization per Sec. 18-333(b)(2) and or (4). Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, explain: Non-profit 83-2296719 - see attached  
(Also submit any supporting documentation for this claim of exemption)

Applicant or Applicant's Agent's Name Signature: Dean Spielvogel

Name of Person Signing (please print): Dean Spielvogel

Title of Person Signing (if applicant is an organization): President

For Office Use Only Include with Application:

\_\_\_\_\_ Fee Paid (or) Exempt from fee (governmental procession) Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_ Neighboring Consent Form (or) \_\_\_\_\_ Not Applicable \_\_\_\_\_ Indemnification Form

\_\_\_\_\_ Liability Insurance (or) \_\_\_\_\_ Applicant is exempt and approved by City Attorney

Reviewed by: \_\_\_\_\_ City Attorney \_\_\_\_\_ Chief of Police \_\_\_\_\_ Street Superintendent

Common Council approval: \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ NA (Recurring)

Recommendation: Conditions for Approval or Reasons for Denial: \_\_\_\_\_

## City of Berlin – Special Event Permit Application

### Purpose of Application Request:

Permit approval for Memorial Cruise and Car Show.

**Memorial Cruise: August 9, 2025** – Line up begins at 5:00, cruise starts at 6:00 p.m.

Line up for cruise location will be the use of the following streets/area south of Riverside Park - Water St. from South Baseball Diamond to W. Cumberland St. (and along South Shelter House). Berlin Police Department support for traffic control at the corner of Cumberland and Wisconsin Streets at 6:00 p.m. would be *greatly* appreciated. Further potential traffic control at intersections on cruise route would also be *greatly* appreciated. – Map attached.

**Car Show: August 10, 2025**

Use of Water Street from South Baseball Diamond to W. Cumberland Street to the corner of River Drive. Maps attached.

### Name, title, address, and phone numbers of board members:

Name	Position	Address	Phone
Dean Spielvogel	President	121 E. Liberty Street, Berlin, WI 54923	920-228-3054
Don Fink	Vice President	164 Greenwood Street, Berlin, WI 54923	920-361-4739
Kathy Parafiniuk	Treasurer	164 Greenwood Street, Berlin, WI 54923	920-229-3859
Edward Ellison	Secretary	115 Harvard Street, Princeton, WI 54968	414-333-3684
Dennis Hopperdietzel	Board member	308 S. Washington St, Berlin, WI 54923	920-229-5723
Brian Dudek	Board member	N5841 Cty Rd A, Green Lake, WI 54941	920-229-1769
Dennis Fink	Board member	324 E. Fond du Lac St #3, Ripon, WI 54971	920-290-5445

### Event details:

#### Charity fund raising events:

**Memorial Car Cruise:** This is to raise money and food donations for the Berlin Food Pantry

**Car Show:** We use the proceeds of this event to give back to organizations in the Berlin area and close surrounding are to help those in need.

## **STREET CRUZERS, INC.**

P.O. Box 162 • Berlin, WI 54923

Email: [streetcruzers@gmail.com](mailto:streetcruzers@gmail.com)

City of Berlin – City Hall  
Special Permits  
108 N Capron St.  
Berlin, WI 54923

May 29, 2025

To Whom It May Concern:

This year will mark the Street Cruzers, Inc. 38<sup>th</sup> Annual Car Show. It also marks the 28<sup>th</sup> year of our Memorial Cruise. After last year's cruise we received a nice email from one of the officers with Berlin Police Department whom did not know the reason behind our cruise. In light of this we would like to take a brief moment to share the history of our event.

The Memorial Cruise was started in honor of one of our founders who 28 years ago passed in a tragic accident while working on his beloved classic car. The Street Cruzers has continued to run this event each year in memory of this founder and other members whom have passed since. Our cruise is also a means for us to raise awareness and collect food and monies for the Berlin Food Pantry. We ask / encourage each participant make a donation at the time of line up for this very important cause – to feed the hungry.

Historically, (approximately) prior to COVID, our cruise has been escorted by the Berlin Police Department, (with traffic control at various intersections for safety). Following the police escort would be the Mayor, our feature car and club members, then the public to follow. In the years since COVID, probably due to the changes within the Berlin Police Department, we have really missed out on the escort, as well as, the assistance with traffic control. While we recognize the stance on the Memorial Cruise, we hope that perhaps this year we can press rest, and work together in helping to build the community in a positive manner with an event that is truly enjoyed by so many of our citizens.

The Chief of police asked that we not double back on our cruise route going West down Broadway/Huron and coming back East along the same route. We understand the concern, and have changed the cruise route this year. (Map attached)

We would like to further extend the offer of a police escort for this year's cruise and believe that this would be a positive opportunity for our community. Perhaps somewhere along the way, in the changes that have occurred, the Street Cruzers were not aware that we should have shared the desire for this escort and assumed that such escort was "common knowledge" within the police department. In addition, with so many keyboard ninja's in today's world, this could potentially be an excellent public relations opportunity.

We hope to see the Berlin Police Department escorting our cruise this year. As always, if you have any questions or concerns please do not hesitate to reach out.

Sincerely,

Street Cruzers, Inc.  
Dean Spielvogel  
President



## City of Berlin

P.O. Box 272 108 North Capron Street

Berlin, WI 54923

920-361-5400 Phone 920-361-5454 Fax

### Indemnification, Defense, and Hold Harmless Agreement

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

Specifically this Agreement applies to:

Memorial Cruise 38<sup>th</sup> Annual Car Show  
(Description of Event)

↕  
On: Aug. 9, 2025 cruise 6:00pm Aug. 10, 2025 - All day  
(Date(s) of Event)

By: Dean Spielvogel, President  
(Name of Applicant)

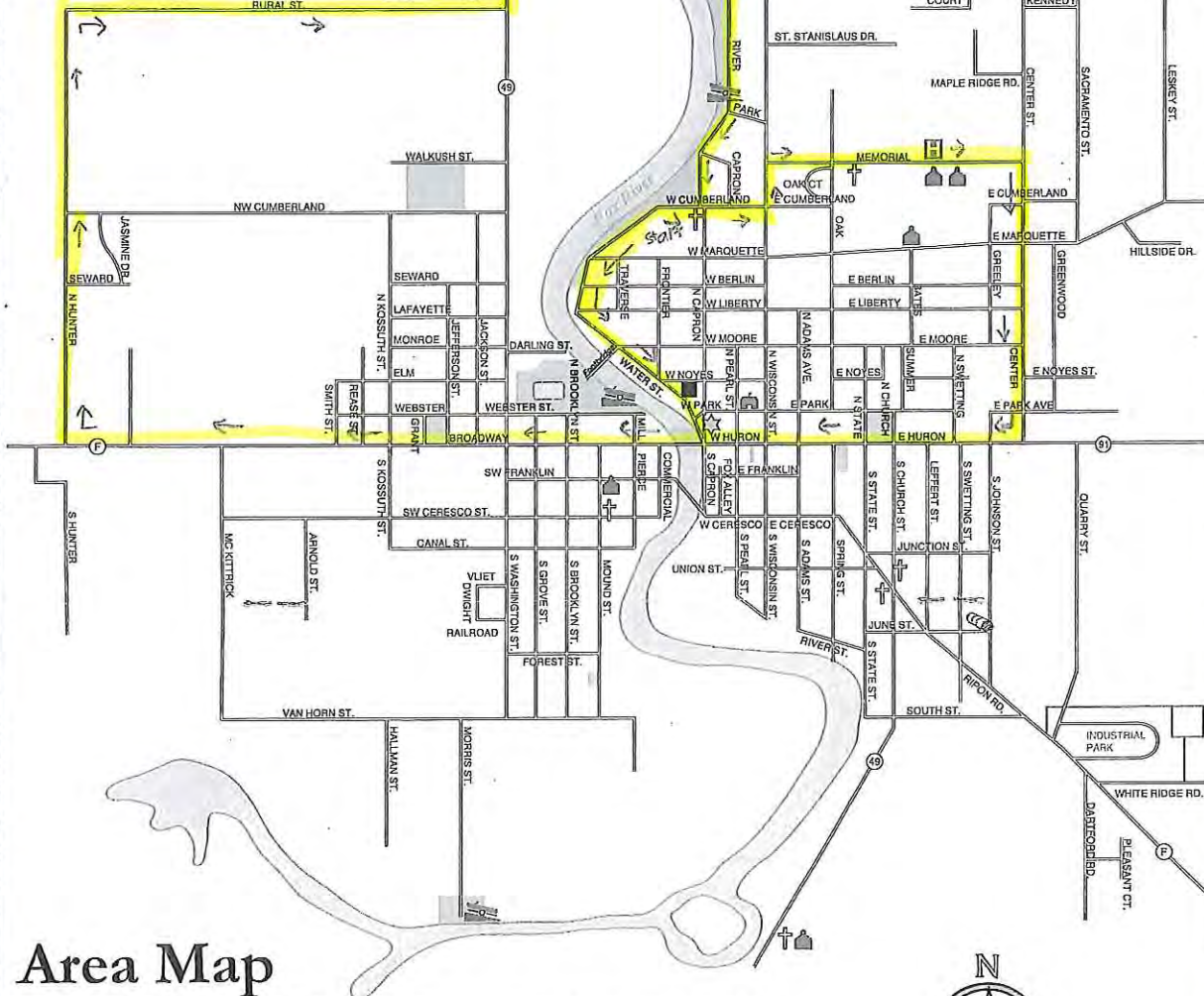
On Behalf Of: Street Cruisers, Inc.  
(Name of Organization and Title if applicable)

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

# City of Berlin

Wisconsin

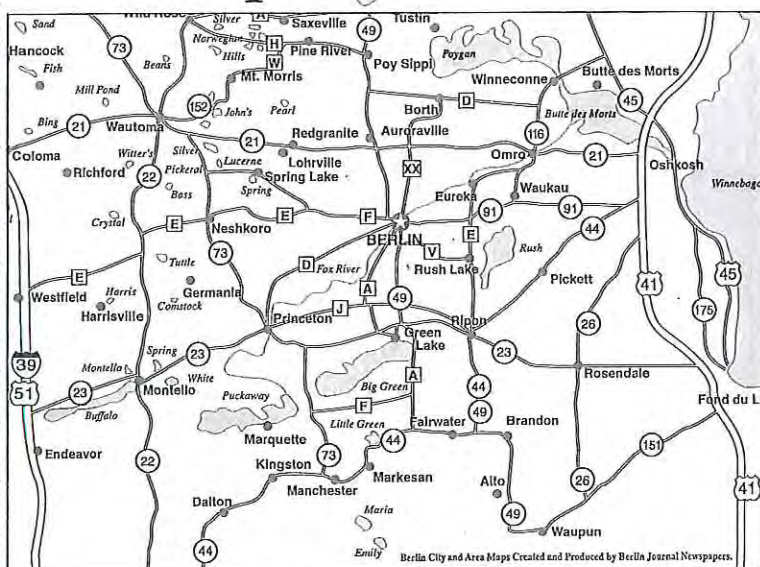
## City Map



Begin @  
Riverside Park  
South Shelter  
House

End along  
Broadway/Huron  
clock tower

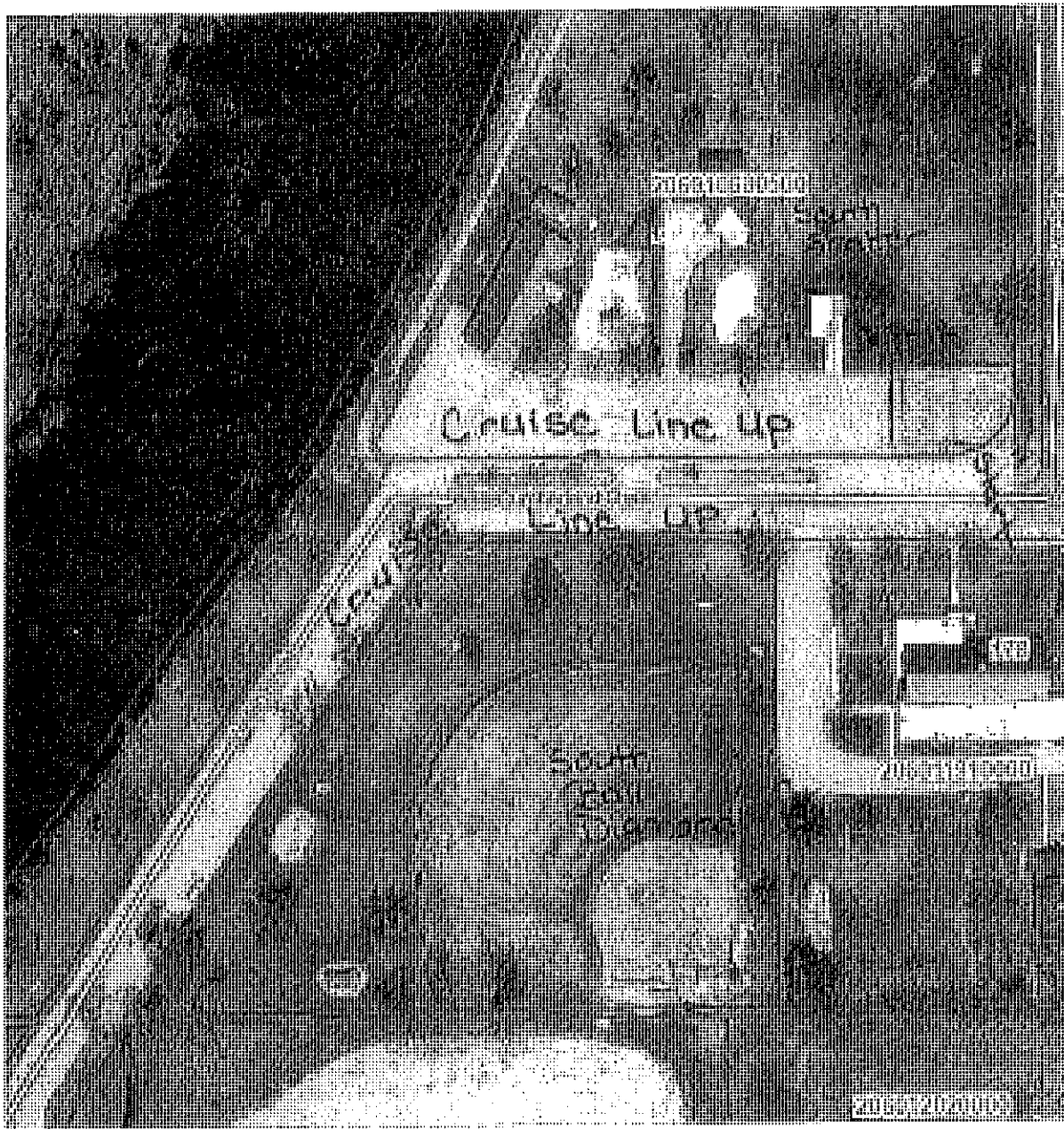
## Area Map



### MAP KEY

	Schools		Hospital
	Churches		Aquatic Center
	Library		Boat Landings
	City Hall/ Police Station		Parks
	Campground		Berlin Journal
	Senior Center		

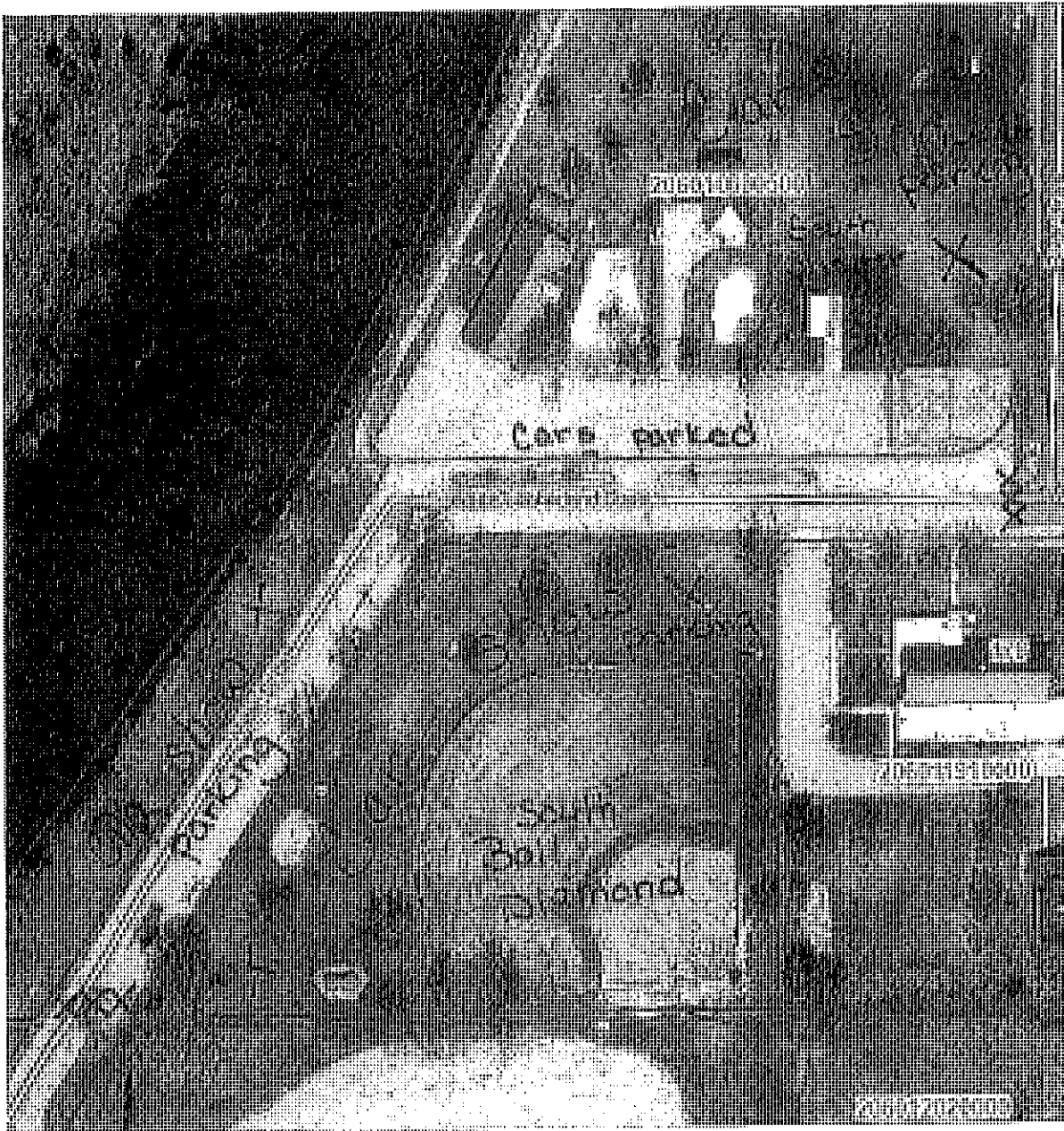




Street Cruiser

Cruise Line up  
area





Car show

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 01 2019

STREET CRUZERS INC  
PO BOX 162  
BERLIN, WI 54923-0000

Employer Identification Number:  
83-2296719  
DLN:  
26053727005418  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a) (2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
November 21, 2018  
Contribution Deductibility:  
Yes  
Addendum Applies:  
Yes

Dear Applicant:

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

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

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

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

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

STREET CRUZERS INC

Sincerely,

*Stephen A. [Signature]*

Director, Exempt Organizations  
Rulings and Agreements

Enclosure:  
Addendum

STREET CRUZERS INC

ADDENDUM

If you have been in existence for at least three years and you have not filed a Form 990 return or notice for three consecutive years, you may soon receive a letter (Notice CP120A) that we automatically revoked your exempt status, as required by law, for failure to file a return or notice for three consecutive years. This letter will serve to reinstate your exempt status, so you will not need to re-apply. However, you may need to file the appropriate delinquent Forms 990 for all years you have operated as a tax-exempt organization.

Based on the information submitted in your application, we're treating your Form 1023-EZ as an application for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is the submission date of your application.

Letter 947

Wisconsin.Gov



State of Wisconsin

## Department of Financial Institutions

Search for:

STREET CRUZERS

Search Records

[Search](#)  
[Advanced Search](#)  
[Name Availability](#)

## Corporate Records

Result of lookup for S040319 (at 5/23/2024 3:10 PM)

## STREET CRUZERS, INC.

You can: [File an Annual Report](#) - [Request a Certificate of Status](#) - [File a Registered Agent/Office Update Form](#)

## Vital Statistics

Entity ID S040319

Registered Effective Date 12/08/1989

Period of Existence PER

Status Restored to Good Standing [Request a Certificate of Status](#)

Status Date 10/20/2021

Entity Type Non-Stock Corporation

Annual Report Requirements Non-stock Corporations are required to file an Annual Report under s. 181.0214, WI Statutes.

## Addresses

Registered Agent Office KATHY PARAFINIUK  
164 GREENWOOD ST  
BERLIN, WI 54923

[File a Registered Agent/Office Update Form](#)

Principal Office 164 GREENWOOD ST  
BERLIN, WI 54923  
UNITED STATES OF AMERICA

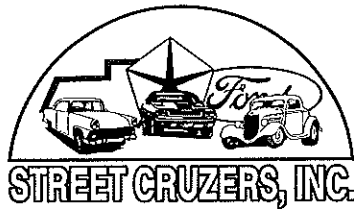
## Historical Information

## Annual Reports

Year	Reel	Image	Filed By	Stored On
2022	000	0000	online	database
2021	000	0000	online	database
2019	000	0000	online	database
2018	000	0000	online	database

11/21/2018	Change of Registered Agent	11/21/2018	OnlineForm 5
11/21/2018	Restored to Good Standing	11/21/2018	OnlineForm 5
10/01/2021	Delinquent	10/01/2021	
10/20/2021	Change of Registered Agent	10/20/2021	OnlineForm 5
10/20/2021	Restored to Good Standing	10/20/2021	OnlineForm 5
10/28/2022	Change of Registered Agent	10/28/2022	OnlineForm 5

[Order a Document Copy](#)



Example of  
hand-out for  
cruise  
participants

To Our Cruise Participants:

Due to poor judgement by a few past participants, our event permits are in jeopardy! While it is fun to "let loose" sometimes, there are factors here that are far more important.

- First and foremost is the safety of our citizens and spectators. This is paramount.
- Our Memorial Cruise is a Berlin tradition that goes back 27 years. This is to recognize and remember one of our founding fathers who was instrumental in forming the Street Cruzers over three decades ago.
- This is also a charitable event, to benefit the Berlin Food Pantry, which is one of the main causes we support.

With this in mind, please remember, everyone who participates in our Memorial cruise is subject to and expected to abide by all ordinances, traffic and otherwise, and be respectful of others that live in our community.



In the past our cruise ended at the Berlin Boat Club's Corn Roast. Unfortunately, this year that is not an option. In an effort to keep the good times, comradery, and shared interests going, our cruise will end at the Berlin Clock-tower. The map on the other side will have this indicated with a star. This is to encourage everyone to explore our downtown area and help support our small businesses. Also indicated on this map are areas allowing free off-street parking.

Below is a list of businesses that provide either food or beverages, or both in some cases. Some of these businesses are also offering specials specifically for our Memorial Cruise. (List runs East to West)

**Hoot' Nanny's:** 122 E. Huron Street

*\*Food Donation Drop Off\**

★ \$2 Busch Light Cans ★

★ \$2 Domestic Tap ★

**El Charro:** 103 W. Huron Street

**The Art Bar:** 114 W. Huron Street

★ Specialty Drink ★

**Bucky's:** 115 W. Huron Street

**Cor-Nutrition:** 134 W. Huron Street

**Berlin Lanes:** 119 N. Pearl Street

★ Pizza Discount (*Dine In Only*) ★

**Baked: Cakes by Design:** 154 W. Huron Street

**Rendezvous Tavern:** 114 N. Capron Street

*\*Food Donation Drop Off\**

**Jeff's On the Square:** 116 N. Capron Street

**Izzy's Dockside Diner & Pub:** 186 Broadway Street

★ \$3 Old Fashioneds ★

★ Senior Special Meal Deals ★

**Misty Inn:** 221 Broadway Street

**Clem's Bar:** 223 Broadway Street

**Mastricola's On Broadway:** 689 Broadway Street

*\*Food Donation Drop Off\**

4505

Businesses indicated with a ★ represent known specials at the time of this printing.

## **MEMO**

TO: Common Council

FROM: Timothy Ludolph, Zoning Administrator

RE: Comprehensive Plan— Selection of Consultant

DATE: June 10<sup>th</sup> 2025

### **Background:**

The Request for Proposal was issued on Wednesday, March 12th, 2025, with a deadline for submissions set for Monday, April 21st, 2025.

We received four submissions, all of which met the basic criteria for review by the Evaluation Team.

The Evaluation Team assessed the RFP submissions on Thursday, May 8th, and selected two finalists for interviews that occurred on Tuesday, May 27th, during the regular meeting of the Plan Commission.

The Plan Commission decided to recommend to the Common Council the selection of MSA.

As a reminder, the funding for this Comprehensive Plan had been previously budgeted.

### **Recommendation**

Accept the recommendation from the Plan Commission to select the Planning Consultant – MSA to perform the City of Berlin Comprehensive Plan Scope of Services contingent to the attached agreement. This includes authorizing staff signatures and the signing of the Public Participation Plan Resolution.





## Professional Services Agreement

MSA Project Number: 00084009

This AGREEMENT (Agreement) is made effective 5/30/2025 by and between

**MSA PROFESSIONAL SERVICES, INC (MSA)**

Address: 1702 Pankratz Street, Madison, WI 53704

Phone: (608) 242-7779

Representative: Stephen Tremlett

Email: [stremlett@msa-ps.com](mailto:stremlett@msa-ps.com)

**CITY OF BERLIN (OWNER)**

Address: 108 N Capron St., Berlin, WI 54923

Phone: 920-361-5456

Representative: Tim Ludolph

Email: [TLudolph@cityofberlin.wi.gov](mailto:TLudolph@cityofberlin.wi.gov)

**Project Name:** City of Berlin Comprehensive Plan

**The scope of the work authorized is:** See Attachment A: Scope of Services

**The schedule to perform the work is:** Approximate Start Date: June 2025  
Approximate Completion Date: May 2026

**The lump sum fee for the work is:** \$29,980

All services shall be performed in accordance with the General Terms and Conditions of MSA, which is attached and made part of this Agreement. Any attachments or exhibits referenced in this Agreement are made part of this Agreement. Payment for these services will be on a lump sum basis.

**Approval:** Authorization to proceed is acknowledged by signatures of the parties to this Agreement.

**CITY OF BERLIN**

**MSA PROFESSIONAL SERVICES, INC.**

\_\_\_\_\_  
Tim Ludolph  
Planning and Development Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
  
Stephen Tremlett  
Planning Team Leader  
Date: 5/30/2025

**MSA PROFESSIONAL SERVICES, INC. (MSA)**  
**GENERAL TERMS AND CONDITIONS OF SERVICES (PLANNING)**

1. **Scope and Fee.** The scope of Owner's Project (the "Project"), scope of MSA's services (the "Work"), for those services are defined in Attachment A. The scope and fee constitute a good faith estimate of the tasks and associated fees required to perform the services defined in Attachment A. This agreement upon execution by both parties hereto, can be amended only by written instrument signed by both parties. For those projects involving conceptual or process development service or involve renovation of an existing building or structure, activities often cannot be fully defined during initial planning. As the Project progresses, facts uncovered may reveal a change in direction which may alter the Work. MSA will promptly inform the OWNER in writing of such situations so that changes in this agreement can be made as required.

2. **Owner's Responsibilities.**

(a) Project Scope and Budget

The OWNER shall define the scope and budget of the Project and, when applicable, periodically update the Project budget, including that portion allocated for the cost of the Work. The Project budget shall include contingencies for design, development, and, when required by the scope of the Project, construction of the Project. The OWNER shall not significantly increase or decrease the overall Project scope or schedule, the portion of the budget allocated for the cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of MSA to a corresponding change in the Project scope, quality, schedule, and compensation of MSA.

(b) Designated Owner Representative

The OWNER shall identify a Designated Representative who shall be authorized to act on behalf of the OWNER with respect to the Project. OWNER's Designated Representative shall render related decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of MSA's services. MSA shall not be liable for any error or omission made by OWNER, OWNER's Designated Representative, or OWNER's consultant.

(c) Tests, Inspections, and Reports

When required by the scope of the Project, the OWNER shall furnish tests, inspections, and reports required by law or the Contract Documents, such as planning studies; preliminary designs; structural, mechanical, or chemical tests; tests for air, water, or soil pollution; and tests for hazardous materials.

(d) Additional Consultants

MSA's consultants shall be identified in Attachment A. The OWNER shall furnish the services of other consultants other than those designated in Attachment A, including such legal, financial, accounting, and insurance counseling services as may be required for the Project.

(e) OWNER Provided Services and Information

MSA shall be entitled to rely on the accuracy and completeness of services and information furnished by the OWNER, Designated OWNER Representative, or Consultant. MSA shall use reasonable efforts to provide prompt written notice to the OWNER if MSA becomes aware of any errors, omissions, or inconsistencies in such services or information.

3. **Billing.** MSA will bill the OWNER monthly with net payment due upon receipt. Balances due past thirty (30) days shall be subject to an interest charge at a rate of 18% per year from said thirtieth day. In addition, MSA may, after giving seven days written notice, suspend service under any agreement until the OWNER has paid in full all amounts due for services rendered and expenses incurred, including the interest charge on past due invoices.

4. **Costs and Schedules.** Costs (including MSA's fees and reimbursable expenses) and schedule commitments shall be subject to change for delays caused by the OWNER's failure to provide specified facilities or information or for delays caused by unpredictable occurrences including, without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults, by suppliers of materials or services, process shutdowns, pandemics, acts of God or the public enemy, or acts of regulations of any governmental agency. Temporary delays of services caused by any of the above which result in additional costs beyond those outlined may require renegotiation of this agreement.

5. **Location of Utilities.** Owner shall supply MSA with the location of all pre-existent utilities and MSA has the right to reasonably rely on all Owner supplied information.

6. **Professional Representative.** MSA intends to serve as the OWNER's professional representative for those services as defined in this agreement, and to provide advice and consultation to the OWNER as a professional. Any opinions of probable project costs, reviews and observations, and other recommendations made by MSA for the OWNER are rendered on the basis of experience and qualifications and represents the professional judgment of MSA. However, MSA cannot and does not warrant or represent that proposals, bid or actual project or construction costs will not vary from the opinion of probable cost prepared by it.

7. **Standard of Care.** In conducting the services, MSA will apply present professional, engineering and/or scientific judgment, which is known as the "standard of care". The standard of care is defined as that level of skill and care ordinarily exercised by members of the same profession practicing at the same point in time and in the same or similar locality under similar circumstances in performing the Services. The OWNER acknowledges that "current professional standards" shall mean the standard for professional services, measured as of the time those services are rendered, and not according to later standards, if such later standards purport to impose a higher degree of care upon MSA.

MSA does not make any warranty or guarantee, expressed or implied, nor have any agreement or contract for services subject to the provisions of any uniform commercial code. Similarly, MSA will not accept those terms and conditions offered by the OWNER in its purchase order, requisition, or notice of authorization to proceed, except as set forth herein or expressly agreed to in writing. Written acknowledgement of receipt, or the actual performance of services subsequent to receipt of such purchase order, requisition, or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

8. **Municipal Advisor.** MSA Professional Services, Inc. is not acting as a 'Municipal Advisor' to the owner pursuant to Section 15B of the Exchange Act. For financial advice related to the corresponding project, the client is encouraged to discuss their finances with internal and/or external advisors and experts before making decisions incurring debt and/or supporting those obligations. MSA desires to serve each client well by providing the best information publicly available and is providing information as part of its engineering responsibilities to inform client options. The information is not intended to provide financial advice or recommendations and is not bound by the formal Municipal Advisor fiduciary duty.

9. **Conduct Expectations.** Owner and MSA understand their respective obligations to provide a safe, respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age, or protected class status) will not be tolerated and will be addressed timely and in compliance with anti-harassment laws.

10. **Electronic Documents and Transmittals.** Owner and MSA agree to transmit and accept project related correspondence, documents, text, data, drawings and the like in digital format in accordance with MSA's Electronic Data Transmittal policy. Each party is responsible for its own cybersecurity, and both parties waive the right to pursue liability against the other for any damages that occur as a direct result of electronic data sharing.

11. **Building Information Modelling (BIM).** For any projects, and not limited to building projects, utilizing BIM, OWNER and MSA shall agree on the appropriate level of modelling required by the project, as well as the degree to which the BIM files may be made available to any party using the Electronic Document Transmittal provisions of section 10 of this Agreement.

12. **Termination.** This Agreement shall commence upon execution and shall remain in effect until terminated by either party, at such party's discretion, on not less than thirty (30) days' advance written notice. The effective date of the termination is the thirtieth day after the non-terminating party's receipt of the notice of termination. If MSA terminates the Agreement, the OWNER may, at its option, extend the terms of this Agreement to the extent necessary for MSA to complete any services that were ordered prior to the effective date of termination. If OWNER terminates this Agreement, OWNER shall pay MSA for all services performed prior to MSA's receipt of the notice of termination and for all work performed and/or expenses incurred by MSA in terminating Services begun after MSA's receipt of the termination notice. Termination hereunder shall operate to discharge only those obligations which are executory by either party on and after the effective date of termination. These General Terms and Conditions shall survive the completion of the services performed hereunder or the Termination of this Agreement for any cause.

This agreement cannot be changed or terminated orally. No waiver of compliance with any provision or condition hereof should be effective unless agreed in writing and duly executed by the parties hereto.

13. **Betterment.** If, due to MSA's error, any required or necessary item or component of the Project is omitted from the construction documents, MSA's liability shall be limited to the reasonable costs of correction of the construction, less what OWNER'S cost of including the omitted item or component in the original construction would have been had the item or component not been omitted. It is intended by this provision that MSA will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

14. **Hazardous Substances.** OWNER acknowledges and agrees that MSA has had no role in identifying, generating, treating, storing, or disposing of hazardous substances or materials which may be present at the Project site, and MSA has not benefited from the processes that produced such hazardous substances or materials. Any hazardous substances or materials encountered by or associated with Services provided by MSA on the Project shall at no time be or become the property of MSA. MSA shall not be deemed to possess or control any hazardous substance or material at any time; arrangements for the treatment, storage, transport, or disposal of any hazardous substances or materials, which shall be made by MSA, are made solely and exclusively on OWNER's behalf for OWNER's benefit and at OWNER's direction. Nothing contained within this Agreement shall be construed or interpreted as requiring MSA to assume the status of a generator, storer, treater, or disposal facility as defined in any federal, state, or local statute, regulation, or rule governing treatment, storage, transport, and/or disposal of hazardous substances or materials.

All samples of hazardous substances, materials or contaminants are the property and responsibility of OWNER and shall be returned to OWNER at the end of a project for proper disposal. Alternate arrangements to ship such samples directly to a licensed disposal facility may be made at OWNER's request and expense and subject to this subparagraph.

15. **Insurance.** MSA will maintain insurance coverage for: Worker's Compensation, General Liability, and Professional Liability. MSA will provide information as to specific limits upon written request. If the OWNER requires coverages or limits in addition to those in effect as of the date of the agreement, premiums for additional insurance shall be paid by the OWNER. The liability of MSA to the OWNER for any indemnity commitments, or for any damages arising in any way out of performance of this contract is limited to such insurance coverages and amount which MSA has in effect.

16. **Reuse of Documents.** Reuse of any documents and/or services pertaining to this Project by the OWNER or extensions of this Project or on any other project shall be at the OWNER's sole risk. The OWNER agrees to defend, indemnify, and hold harmless MSA for all claims, damages, and expenses including attorneys' fees and costs arising out of such reuse of the documents and/or services by the OWNER or by others acting through the OWNER.

17. **Indemnification.** To the fullest extent permitted by law, MSA shall indemnify and hold harmless, OWNER, and OWNER's officers, directors, members, partners, consultants, and employees (hereinafter "OWNER") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of MSA or MSA's officers, directors, members, partners, employees, or Consultants (hereinafter "MSA"). In no event shall this indemnity agreement apply to claims between the OWNER and MSA. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that MSA is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of MSA to defend the OWNER on any claim arising under this agreement.

To the fullest extent permitted by law, OWNER shall indemnify and hold harmless, MSA, and MSA's officers, directors, members, partners, consultants, and employees (hereinafter "MSA") from reasonable claims, costs, losses, and damages arising out of or relating to the PROJECT, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of the OWNER or the OWNER's officers, directors, members, partners, employees, or Consultants (hereinafter "OWNER"). In no event shall this indemnity agreement apply to claims between MSA and the OWNER. This indemnity agreement applies solely to claims of third parties. Furthermore, in no event shall this indemnity agreement apply to claims that the OWNER is responsible for attorneys' fees. This agreement does not give rise to any duty on the part of the OWNER to defend MSA on any claim arising under this agreement.

To the fullest extent permitted by law, MSA's total liability to OWNER and anyone claiming by, through, or under OWNER for any cost, loss or damages caused in part or by the negligence of MSA and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that MSA's negligence bears to the total negligence of OWNER, MSA, and all other negligent entities and individuals.

18. **Accrual of Claims.** To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if MSA's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to MSA.

19. **Dispute Resolution.** OWNER and MSA desire to resolve any disputes or areas of disagreement involving the subject matter of this Agreement by a mechanism that facilitates resolution of disputes by negotiation rather than by litigation. OWNER and MSA also acknowledge that issues and problems may arise after execution of this Agreement which were not anticipated or are not resolved by specific provisions in this Agreement. Accordingly, both OWNER and MSA will endeavor to settle all controversies, claims, counterclaims, disputes, and other matters thru mediation with a mutually agreed upon mediator. Demand for mediation shall be filed in writing with the other party to this Agreement. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Neither demand for mediation nor any term of this Dispute Resolution clause shall prevent the filing of a legal action where failing to do so may bar the action because of the applicable statute of limitations. If despite the good faith efforts of OWNER and MSA any controversy, claim, counterclaim, dispute, or other matter is not resolved through negotiation or mediation, OWNER and MSA agree and consent that such matter may be resolved through legal action in the court having jurisdiction as specified in this Agreement.

20. **Exclusion of Special, Indirect, Consequential and Liquidated Damages.** MSA shall not be liable, in contract or tort or otherwise, for any special, indirect, consequential, or liquidated damages including specifically, but without limitation, loss of profit or revenue, loss of capital, delay damages, loss of goodwill, claim of third parties, or similar damages arising out of or connected in any way to the Project or this contract.

21. **Limitation of Liability.** Neither MSA, its Consultants (if any), nor their employees shall be jointly, severally, or individually liable to the OWNER in excess of the amount of the insurance proceeds available.

22. **Successors and Assigns.** The successors, executors, administrators, and legal representatives of Owner and MSA are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither party may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, which shall not be unreasonable withheld, except to the extent that any assignment, subletting, or transfer is mandated by law.

23. **Notices.** Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

24. **Survival.** Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

25. **Severability.** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and MSA.

26. **No Waiver.** A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

27. **State Law.** This agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

28. **Jurisdiction.** OWNER hereby irrevocably submits to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement. OWNER further consents that the venue for any legal proceedings related to this Agreement shall be Sauk County, Wisconsin.

29. **Understanding.** This agreement contains the entire understanding between the parties on the subject matter hereof and no representations. Inducements, promises or agreements not embodied herein (unless agreed in writing duly executed) shall be of any force or effect, and this agreement supersedes any other prior understanding entered into between the parties on the subject matter hereto.



## Plan Layout Example

## HOUSING

**ISSUE 8**

[illegible]

nd Families

9.2. Encourage the development of housing in early residential areas and at locations. This includes, for example, the use of universal design principles in new housing.

DISTRICT OF COLUMBIA DEPARTMENT OF THE ENVIRONMENT AND PLANNING

Area	Population	Area (sq. mi.)	Density (per sq. mi.)
Central District	30,790	3.38	9,110
Northwest District	30,330	7.78	3,898
Southwest District	27,780	5.85	4,748

7

1

**West Industrial Park**

Total Size: 20 acres  
Available Sites (Acres): 7 (2.6% Acres)  
Cost per Acre: \$25,000 - \$30,000

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**Fox Ridge Business Park**

Total Size: 271 acres  
Available Sites (Acres): 34 (7.7% Acres)  
Cost per Acre: \$22,000 - \$40,000









## GENERAL SCOPE OF WORK

### 2) PLAN PROCESS & PUBLIC PARTICIPATION

#### Correspondence & Meetings

We understand the need for quality and frequent communication to make the process run smoothly. As such, we propose the following procedure for communication between MSA and the City regarding materials, draft documents, and meetings:

#### STAFF CHECK-IN MEETINGS

We will work closely with staff as the plan moves through the development process. We will hold three (3) remote check-in meetings with staff, with the first meeting serving as a project kick-off. At this meeting, we will review and finalize the scope and schedule and public participation plan so it can be passed off for approval by Council. The remaining two (2) check-ins with staff will be held during the plan development process and following Plan Commission meetings to discuss feedback received; these meetings will be held virtually. MSA is happy to communicate with City staff as needed throughout the planning process via email and video conference call to answer questions or resolve any issues that may arise.

#### STERING COMMITTEE MEETINGS

We will meet with the Plan Commission for working meetings four (4) times throughout the process. During these meetings, MSA will present draft materials of elements, highlighting specific policies and data related to the key community issues identified within the existing condition review and public engagement activities.

As outlined below, each meeting will go through rounds of elements with the subsequent meetings sharing a Pre-Final Plan for the sections reviewed the previous meeting. This will allow for incremental completion of a full draft to be reviewed at the fourth Plan Commission working meeting. Commission members can provide revisions and ask additional questions based on the materials provided. **Draft materials will be shared at least one week before Plan Commission meetings.**

1. **Round 1 Elements Review** (Natural, Agricultural & Cultural Resources, Utilities & Community Facilities, and Economic Development)
2. **Review Round 1 Pre-Final Plan Section & Round 2 Elements** (Housing, Mobility and Intergovernmental Cooperation)
3. **Review Round 2 Pre-Final Plan section & Round 3 Elements** (Land Use, and Implementation)
4. **Final Review:** Full Pre-Final Plan (recommendation)





#### ADOPTION PROCESS

MSA will attend in-person a Plan Commission meeting to present the Recommended Plan during a public hearing. We will also attend the City Council meeting remotely to provide a brief summary of the plan, as well as answer any questions in order to consider adoption.

### Public Engagement Process

We recognize that the City is committed to a strong effort to engage stakeholders. To provide the most effective engagement process, we recommend several techniques and events (detailed below) with optional tasks that can increase opportunities for feedback. This process will efficiently and effectively provide a true community vision for the City of Berlin.

#### PUBLIC PARTICIPATION PLAN

The Public Participation Plan (PPP) is required by statute and must be approved by the City Council. We propose the following activities to be included in the PPP.

#### OPEN HOUSE

MSA will host an Open House, allowing community members to give feedback. We propose this Open House be held in conjunction with Plan Commission Meeting 4, or as a visioning meeting at the beginning of the process.

#### ONLINE COMMUNITY SURVEY

Surveys are an essential component of any multifaceted planning project – they are a convenient participation method for stakeholders and result in measurable data. We propose a SurveyMonkey survey to collect opinions on various topics. We have had great success and broad reach using online surveys, especially when promoted through various City communication networks. We can also create a hard-copy version of the survey to be made available on request at City Hall, the public library, etc. We will plan to have the online survey ready in time for the Visioning Workshop so attendees can take it at the event, and a link can be included within the promotional materials.



## GENERAL SCOPE OF WORK

### 3) DELIVERABLES

#### Draft & Final Plan

We will provide the final adopted City of Berlin Comprehensive Plan, including color maps and appendices, in PDF format. Our deliverables will include:

- Official Maps (as noted in your RFP).
- Draft Plan: initial draft reviewed by the Plan Commission and City Staff (PC Meeting 4).
- Pre-Final Plan: updated draft incorporating any and all feedback from review of the Draft Plan.
- Recommended Plan: the Plan the Plan Commission will recommend to the City Council (Public Hearing Draft).
- Final Plan: the officially recorded plan approved with any potential recommendations from the City Council. Includes Adoption Ordinance.
- Online survey results, exported from SurveyMonkey.
- Other engagement materials provided for the Draft Plan Open House.
- Any other documentation incidentally produced to compile the Plan.





### ASSISTANCE AND RESOURCES EXPECTED FROM CITY STAFF

- MSA expects to have one point of contact for the project. All public or committee inquiries shall be directed to City staff.
- City planning staff should attend all project meetings. The City will be responsible for scheduling interviews and meetings, including all official meeting publications and notices.
- City staff shall provide hard copies of any meeting materials or draft plan components as requested by Plan Commission members, City officials, City staff, and the public.
- The City shall provide all available GIS data at no cost to MSA.
- City staff shall provide MSA electronic copies of all existing City plans relevant to the planning project.



# City of Berlin 2025-2045 Comprehensive Plan Update

## Public Participation Plan

The City of Berlin's current Comprehensive Plan was last revised in 2010 with the future land use map last updated in 2024. State Statute 66.1001 requires municipalities to update their comprehensive plan every 10 years. The City has developed the following public participation plan to inform and engage the public as part of the requirements of the Comprehensive Planning state statutes (Wis. Stat. 66.1001(4)a).

### **Public Participation Opportunities:**

The City will develop its Comprehensive Plan with opportunities for public participation including, but not limited to, the following activities:

#### **1. Project Meetings:**

- a. **Standing Committee Meetings** All meetings which involve agenda items related to the Comprehensive Plan update are anticipated to occur in open session and will be noticed according to City's agenda posting practices.
  - I. **Plan Commission Meetings**. The City has elected utilize the Plan Commission as the steering committee overseeing the development of the Comprehensive Plan update. The Plan Commission will have the responsibility for reviewing and recommending the draft Comprehensive Plan prepared by MSA for adoption by the City Council. The planning process includes up to four (4) Plan Commission working meetings facilitated by MSA with assistance from City staff, as needed.
  - II. **Community Survey**. MSA will use one (1) online community survey during the planning process. It will focus on identification of issues, opportunities, and preferences for the future of the community.
  - III. **Public Open House Workshop**. MSA will facilitate one (1) in-person workshop.
  - IV. **City Council Meetings**. The planning process will include at least one (1) City Council meeting attended by MSA. The City Council shall have the authority to adopt the new updated Comprehensive Plan and may hold a public hearing on the draft plan.
  - V. **Public Hearing**. At least one (1) public hearing will be facilitated by MSA regarding the updated Comprehensive Plan prior to adoption by either the Plan Commission or City Council as required under Wis. Stat. 66.1001(4)d.

### **Plan Adoption Procedures:**

1. The Plan Commission shall, by majority vote, adopt a resolution recommending that the City Council pass an ordinance to adopt the Comprehensive Plan (Wis. Stat. 66.1001(4)b).
2. Prior to adopting the Comprehensive Plan, the City will hold at least one (1) Public Hearing on the plan. As stated in Wis. Stat. 66.1001(4)d, the hearing must be preceded by a Class 1 notice under ch. 985. a minimum of 30 days prior to the hearing. Said notice shall contain at least the following information:
  - a. The date, time and place of the hearing.
  - b. 66.1001(4)(d)2. A summary, which may include a map, of the proposed comprehensive plan or amendment to such a plan.
  - c. 66.1001(4)(d)3. The name of an individual employed by the local governmental unit who may provide additional information regarding the proposed ordinance.
  - d. 66.1001(4)(d)4. Information relating to where and when the proposed comprehensive plan or amendment to such a plan may be inspected before the hearing, and how a copy of the plan or amendment may be obtained.
3. At least 30 days before the public hearing is held the City shall provide written notice to all of the following, as stated in Wis. Stat. 66.1001(4)e:
  - a. An operator who has obtained, or made application for, a permit that is described under s. 295.12(3)d, within the jurisdiction of the City.

- b. A person who has registered a marketable nonmetallic mineral deposit under s. 295.20 within the jurisdiction of the City.
  - c. Any other property owner or leaseholder who has an interest in property pursuant to which the person may extract nonmetallic mineral resources, if the property owner or leaseholder requests in writing that the City provide the property owner or leaseholder notice of the hearing.
  - d. Any person who has submitted a request to receive notice of any proposed ordinance that affects the allowable use of property owned by the person.
4. An electronic copy of the draft plan, or notification on how to view/download a copy of the plan online, will be disseminated to neighboring jurisdictions and appropriate governments, as stated in Wis. Stat. 66.1001 (4)b, providing 30 days for written comments. A copy of the Draft Plan will be sent to:
- a. The Clerk/Administrator for the following local governmental units shall receive a copy of the plan:
    - Town of Berlin
    - Town of Aurora
  - b. City of Berlin City Hall and Berlin Public Library
  - c. The Wisconsin Department of Administration – Division of Intergovernmental Relations
5. The City Council, by a majority vote, shall enact the ordinance adopting the recommended plan (Wis. Stat. 66.1001(4)c). An electronic copy of the adopted plan and ordinance, or notification on how to view/download a copy of the plan online, will be disseminated to the above-mentioned governing bodies, as stated in Wis. Stat. 66.1001(4)b.

Vote: Yes\_\_\_\_\_ No\_\_\_\_\_

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Cartrina Burgess, Mayor

Attest:

\_\_\_\_\_  
Jessi Balcom, City Administrator/Clerk-Treasurer

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Resolution #25-04, A Resolution Authorizing Wisconsin Assessment Monies (WAM) Application – request funding for Environmental Assessment of Fortnum property  
**MEETING DATE:** June 10, 2025

**BACKGROUND**

Consideration of a bequest of the Fortnum property (the vacant parcel next to the river along Water Street, adjacent to the municipal parking lot) has come to the City from Capron Corner LLC, following the passing of the LLC's members. In order to determine if accepting the parcel is in the best interest of the City, Council has asked that City staff apply for a grant to have a Phase 1 Environmental study done.

In order to apply for the grant, the City will need to submit the application, with a passed a Resolution authorizing the application, and secure an access agreement from the current property owner's representative.

Enclosed please find the Resolution and application.

**SUGGESTED MOTION**

Motion to approve Resolution #25-04 Authorizing Wisconsin Assessment Monies (WAM) Application for a grant to have an environmental assessment done for the Fortnum property.





RESOLUTION # 25-04

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A RESOLUTION AUTHORIZING WISCONSIN ASSESSMENT MONIES (WAM) APPLICATION

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A RESOLUTION authorizing application to the Wisconsin Department of Natural Resources (“DNR”) Wisconsin Assessment Monies (WAM) program for the property at SE-SE, Section 4, T17N,R13E (“Property”) owned by the Capron Corner LLC.

WHEREAS, the Capron Corner LLC considers the Property to meet the definition of “brownfield” due to the presence or potential presence of a hazardous substance, pollutant, or contaminant that hinders the expansion, redevelopment or reuse of the Property; and

WHEREAS, the Capron Corner LLC recognizes that the environmental assessment of brownfields is an important part of protecting Wisconsin’s resources; and

WHEREAS, a municipal resolution is required to apply for the WAM program; and

WHEREAS, the Capron Corner LLC will allow the DNR and its duly authorized representatives, agents or contractors access to inspect the Property and award records should the application be awarded.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF BERLIN THAT THE CAPRON CORNER LLC:

Section 1: That an application may be submitted to the DNR for contractor services under the WAM program.

Section 2: That the City of Berlin will comply with all state and federal rules and requirements of the WAM program.

Section 3. That the City Administrator is authorized to act on behalf of the City of Berlin and Capron Corner LLC to submit an application to the DNR for contractor services under the WAM program, sign documents and take necessary action to comply with approved award activities.

Passed, approved and adopted this 10th day of June, 2025.

BY:

\_\_\_\_\_  
Catrina Burgess, Mayor

\_\_\_\_\_  
Jessi Balcom, City Administrator/Clerk/Treasurer



State of Wisconsin  
Department of Natural Resources  
PO Box 7921, Madison WI 53707-7921  
[dnr.wi.gov](http://dnr.wi.gov)

**Brownfield Assessment Grant  
Wisconsin Assessment Monies  
Application**

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**Notice:** Use of this form is required by the DNR for any Wisconsin Assessment Money (WAM) federal assessment funds filed pursuant to CERCLA 42 USC 9604 (k) (2), Wis. Stats. Personally identifiable information collected will be used for administrative purposes and may be provided to requesters as required by Wisconsin's Public Records law, ss. 19.31- 19.39, Wis. Stats. Applications must be complete to be processed.

DNR Use Only		
Application No.	Region	Project Notes
Eligible? <input type="radio"/> Yes <input type="radio"/> No	Grant Awarded? <input type="radio"/> Yes Date _____ <input type="radio"/> No	

**Instructions:** Complete the following information to be considered for WAM. Final determination is done in partnership between DNR and US EPA. If additional space is needed for narrative sections, please include as an attachment labeled with the corresponding Section and Question numbers. For additional information about this program, visit us on the DNR's web site at <http://dnr.wi.gov/topic/Brownfields/wam.html>.

**Please be aware that, to determine eligibility, the DNR will evaluate the following:**

1. The site must meet the federal definition of an "eligible brownfield site." The project "site" may be made up of separate legal properties, or part of one property. See [program webpage](#) for more information.
2. Access to the site through an access agreement or special inspection warrant must be provided for the duration of the award. For contractor services application, access must be provided to the DNR and any of its contractors. For community-managed applications, access must be provided to the applicant and any of its contractors. See [program webpage](#) for sample site access agreement.
3. If the applicant is a governmental entity and owns the property(ies) that is/are the subject of this application, a **signed municipal resolution** authorizing the applicant to apply must be submitted with application. See [program webpage](#) for sample resolution.
4. Activities are not reimbursable under other state programs (e.g. DERF, ACCP)

**This Application is for: (check one)**

- ☒ WAM Contractor Services Award ☐ WAM Community-Managed Subgrant

**This Application is for: (check all that apply)**

- |   |   |
|---|---|
| <input type="checkbox"/> Petroleum Assessment                         | <input checked="" type="checkbox"/> Phase I Environmental Assessment  |
| <input type="checkbox"/> Hazardous Substance or Co-Mingled Assessment | <input checked="" type="checkbox"/> Phase II Environmental Assessment |
| <input type="checkbox"/> Remedial Action Plan                         | <input type="checkbox"/> NR 716 Site Investigation                    |

**Section 1: Applicant Information**

Applicant is:

- |                               |   |   |
|-------------------------------|---|---|
| <input type="radio"/> County  | <input checked="" type="radio"/> City                   | <input type="radio"/> Redevelopment Authority under s.66.1333         |
| <input type="radio"/> Town    | <input type="radio"/> Housing Authority under s.66.1201 | <input type="radio"/> Community Development Authority under s.66.1335 |
| <input type="radio"/> Village | <input type="radio"/> Developer/Private Business        | <input type="radio"/> Other (Specify) _____                           |

Applicant (Individual or Organization Name)		County	
City of Berlin		Green Lake	
Address	City	State	ZIP Code
108 N Capron Street	Berlin	WI	54923
Web Site (if applicable)			
<a href="https://cityofberlin.net">https://cityofberlin.net</a>			

**Section 2: Contact Information for Applicant**

**Authorized Representative**

Last Name	First Name	Title	
Balcom	Jessi	City Administrator	
Mailing Address	City	State	ZIP Code
PO Box 272	Berlin	WI	54923
Phone Number	Fax Number		
920 361 5400			
E-mail Address			
<a href="mailto:cityadministrator@cityofberlin.wi.gov">cityadministrator@cityofberlin.wi.gov</a>			

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Wisconsin Assessment Monies  
Application**

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<b>Contact Person</b> (if different from above)				
Last Name		First Name		Title
Mailing address			City	State    ZIP Code
Phone Number			Fax Number	
E-mail Address				

**Section 3: Site Information**

Name of Site				
Fortnum Property				
Site Address(es)				
169 or 175 West Park Ave (Sec 4,T17R13E Original Plan Lots 7, 8, 9, 10 BLK 7)				
County		City		State    ZIP Code
Green Lake		Berlin		WI    54923
Size of Site (acres)			Tax Parcel #s	
0.491			206000680000	
State Assembly District				
39				
State Senate District				
13				

1. Provide recent, dated and labeled photograph(s) of the site or facility as **Attachment A**.

2. Is/was there a facility at this site?

- ☒ Yes    Size of facility (sq ft) no structure since 1975
- ☐ No

3. Provide a brief, written history of the site.

See memo dated May 27th 2025 RE: Capron Corner Site.

Memo contains brief description of site over time starting in 1884.

For "manufacturing" below, Russell Glove Factory had a fire in 1910. So, glove factory for some period of time.

4. Past and most recent land uses (Put a "P" for past use or a "C" for current use; select all that apply):

- |  |   |  |  |
|--|---|--|--|
| <input type="checkbox"/> service station _____       | <input type="checkbox"/> agricultural co-op _____ | <input type="checkbox"/> salvage yard _____                | <input type="checkbox"/> pipeline _____    |
| <input type="checkbox"/> coal gas manufacturer _____ | <input type="checkbox"/> electroplater _____      | <input checked="" type="checkbox"/> manufacturing <u>P</u> | <input type="checkbox"/> dry cleaner _____ |
| <input type="checkbox"/> petroleum bulk plant _____  | <input type="checkbox"/> tannery _____            | <input type="checkbox"/> landfill _____                    | <input type="checkbox"/> unknown _____     |
| <input type="checkbox"/> Other (Specify) _____       |   |  |  |



5. What is the current status of the property?  
☐ Business is closing. Anticipated date: \_\_\_\_\_  
☐ Business has closed. Date: \_\_\_\_\_  
a. Is the property currently vacant? ☒ Yes ☐ No  
b. What is the current zoning for the property?  
B-1 Business
6. Describe the existing site conditions, including existing buildings.
7. Check any of the following activities that have been conducted on the site. List the dates the activities occurred and include copy of the reports with the application.  
☐ Phase I Environmental Assessment(s) Date(s): \_\_\_\_\_  
☐ Phase II Environmental Assessment(s) Date(s): \_\_\_\_\_  
☐ NR 716 Site Investigation(s) Date(s): \_\_\_\_\_  
☐ Other information about possible contamination at the site
8. Has environmental contamination been confirmed through sampling and analysis at the site? ☐ Yes ☒ No ☐ Inconclusive  
a. If no, proceed to c. If yes, what contaminants are known to be present?  
  
b. Has the State of Wisconsin been notified of the discharge of hazardous substance(s) at the site or facility? ☐ Yes ☐ No  
If yes, when? \_\_\_\_\_ DNR BRRTS Number(s) (if known): \_\_\_\_\_  
c. Explain how the actual and perceived contamination is impacting the property use and redevelopment. If no environmental contamination has been confirmed, why is the site or facility suspected to be contaminated?  
The vacant status and location along the river calls to question potential past uses and whether environmental contamination may have occurred years ago.
9. Does the property meet any of the indicators of being *within a disadvantaged or underserved community* listed below? Check any that apply:  
\*Community – either a group of individuals living in geographic proximity to one another, or a geographically dispersed set of individuals (such as migrant workers or Native Americans), where either type of group experiences common conditions  
☐ Low income, high and/or persistent poverty  
☐ High unemployment and underemployment  
☐ Racial and ethnic residential segregation, particularly where the segregation stems from discrimination by government entities  
☐ Linguistic isolation  
☐ High housing cost burden and substandard housing  
☐ Distressed neighborhoods  
☐ High transportation cost burden and/or low transportation access  
☐ Disproportionate environmental stressor burden and high cumulative impacts  
☐ Limited water and sanitation access and affordability  
☐ Disproportionate impacts from climate change  
☐ High energy cost burden and low energy access  
☐ Jobs lost through the energy transition  
☐ Access to healthcare  
☐ Geographic areas within Tribal jurisdictions.  
☐ Identified as a disadvantaged community on the [Climate and Economic Justice Screening Tool](#)  
☐ [CDC's Social Vulnerability](#) Index indicates overall moderate to high or high level of vulnerability for the location, or [individual theme ranking factors for the county](#)

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- ☐ **EPA EJ Screen** indicates 80 percentile or higher for one or more environmental justice indexes, pollution and sources, socioeconomic indicators, health disparities, climate change data, or critical service gaps.
- ☐ State definition of disadvantaged community
- ☐ Other (e.g., distressed or abandoned property). Provide data, index or other criteria indicators of disadvantaged or underserved community:

Please describe how the property meets the criteria checked above:

**Section 4: Applicant & Site Eligibility** *If the applicant owns the site, answer the questions in parts A and B in this section. If the applicant does not own the site, answer the questions in parts A and C in this section.*

**Section 4 - Part A: Additional Liability and Property Information** *All applicants must fill out all questions in this section.*

1. Is the person who caused or is suspected to have caused the environmental contamination financially able to contribute to the assessment and/or cleanup? ☐ Yes ☒ No
- a. If yes, describe any reasons the DNR would want to participate in this project. What would the overall benefit be to the community?
- b. What commitments are there from the causer or property owner to contribute to assessment and/or cleanup costs at this property?
- c. Explain why assistance under this program is needed and what is the likely result if such assistance cannot be provided.  
The City has been offered the vacant parcel through a bequest. If contamination on the site is unknown, the City cannot move forward with accepting the parcel and moving toward potential revitalization.

**Section 4 - Part B: Applicant Ownership** *If the applicant owns the site, complete all the questions in this section.*

1. Did the applicant cause or contribute to the contamination on the site? ☐ Yes ☒ No
- a. If yes, provide details.
- b. If no, describe the possible causers of contamination, and their ability to clean it up.  
The City of Berlin don not currently own the site. Possible causers of contamination are unknown at this time.
2. Date of property acquisition \_\_\_\_\_



3. **Local governments only:** Did you acquire the property consistent with s.292.11(9)(e), Wis. Stats.?

☐ Yes (Select all that apply)

- ☐ tax delinquency (deed/foreclosure)
- ☐ bankruptcy order
- ☐ condemnation
- ☐ eminent domain according to ch. 32, Wis. Stats.
- ☐ escheat
- ☐ slum clearance or blight elimination according to s. 66.133, Wis. Stats
- ☐ using DNR Stewardship funds
- ☐ acquisition from another eligible LGU

☒ No. If no, proceed to Section 4-Part B, question 4.

4. How did you acquire the site?

☐ Simple purchase    ☐ Transfer    ☐ Donation    ☐ Lender foreclosure or security interest

☒ Other The City has not acquired the site, determination to accept or deny bequest of the parcel is pending.

**Section 4 - Part C: Other Entity Ownership** *If the applicant does not own the site, complete all the questions in this section*

1. Who currently owns this site:

☐ Local unit of government (name and contact information)

☐ Non-profit Organization (name and contact information)

☒ Business or Private Owner (name and contact information)  
Capron Corner LLC 224 E Liberty Street Berlin WI 54923

2. Does the applicant plan to acquire the site? ☒ Yes    ☐ No

a. If yes, when and by what means?

The City has been offered the property by bequest. The City will determine whether or not to accept the bequest once all relevant information (including environmental status of the property) has been determined.

**Section 5 - Part A: Applicant Liability for Hazardous Substance or Co-Mingled Assessment** *Fill out this section only if applying for hazardous substance assessment. Skip to Section 5, Part B if applying for petroleum assessment.*

1. Sites must meet the following criteria in order to be eligible. Check all that apply.

- ☒ The site is not subject to a planned or ongoing federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) removal action
- ☒ The site is not listed on the Superfund National Priorities List, and is not proposed for listing.
- ☒ The site is not the subject of a federal unilateral administrative order, a court order, or an administrative order on consent or judicial consent decree that has been issued or entered into.
- ☒ The site is not undergoing RCRA corrective action for hazardous waste per an order, permit or closure plan.
- ☒ The site is not a facility that is subject to the jurisdiction, custody, or control of a department, agency or instrumentality of the United States, except for land held in trust by the United States by an Indian tribe.

**Section 5 - Part B: Applicant Liability for Petroleum Substance Assessment** *Follow instructions in this section only if applying for petroleum assessment.*

1. Has the site received LUST trust fund monies for assessment or cleanup? ☐ Yes    ☒ No

a. If yes, please provide details:

2. Is the site currently subject to a response under the Oil Pollution Act (OPA)? ☐ Yes    ☒ No

3. Is the site subject to a corrective action under RCRA for underground storage tanks? ☐ Yes    ☒ No

4. Has a responsible party been identified for the site through any of the actions below? *(please check all that apply)*



**Brownfield Assessment Grant  
Wisconsin Assessment Monies  
Application**

Form 4400-265 (R 12/22)

Page 6 of 6

- ☐ An unresolved judgment rendered in a court of law or an administrative order that would require any party (including the applicant) to assess, investigate or clean up the site
- ☐ An unresolved enforcement action by federal or state authorities that would require any party (including the applicant) to assess, investigate, or cleanup the site
- ☐ An unresolved citizen suit, contribution action or other third party claim brought against the current or immediate past owner for the site that would, if successful, require either party to assess, investigate or cleanup the site
5. If the property was acquired through lender foreclosure or involuntarily by a local government unit, please attach documentation of the acquisition method as **Attachment C**. If the property was acquired through some other means, please attach a completed *Determination of Viable Responsible Party Attachment* as **Attachment C**. The checklist can be found on the [program webpage](#).

**Section 6: Required Attachments**

Include the following attachments at the end of your completed application form

- ☐ **Narrative Attachments.** If more space is needed for narrative questions, please include as an attachment and label with the corresponding Section and Question number(s).
- ☐ **A. Current Photographs.** Recent, dated and labeled photograph(s) of the site and/or facility and surrounding area.
- ☐ **B. Site Access Authority.** Written consent for site access to perform the assessment activities. Access to the site through an access agreement or special inspection warrant must be provided for the duration of the award. For contractor services application, access must be provided to the DNR and any of its contractors. For community-managed applications, access must be provided to the applicant and any of its contractors. Access can be granted through an **access agreement signed by the current property owner OR through a special inspection warrant**. A model access agreement can be found on the [program webpage](#).
- ☐ **C. Documentation Method of Acquisition OR Determination of Viable Responsible Party.** Determination of Viable Responsible Party Attachment can be found at <http://dnr.wi.gov/topic/Brownfields/wam.html>. (PETROLEUM ONLY)
- ☐ **D. Map.** Include a map (plat map preferred) that shows the location of the facility. If applying for petroleum funding, please also attach a map indicating the location of any former or current ASTs, USTs, or other petrol-related containers.
- ☐ **E. Municipal Resolution.** A signed copy of an ordinance or resolution authorizing the applicant to apply for this award. (LOCAL GOVERNMENT SITE OWNERS ONLY)
- ☐ **F. Existing Assessment Reports.** Please include copy of any Phase I, Phase II or site investigation reports already completed at the site.

**Section 7: Self-Certification**

- ☐ I certify that information in this application and all its attachments are true and correct and in conformity with applicable Wisconsin and Federal Statutes.
- ☐ I certify that to the best of my knowledge and belief that neither the entity applying, nor any individual, partnership, company or corporation related to the applicant through common ownership or control.
- (a) has violated any provision of the Federal, state or local environmental laws or regulations relating to the proposed brownfield project site.
- (b) has been suspended, debarred or otherwise declared ineligible to receive federal funds.

Print Name of Authorized Representative

Signature of Authorized Representative

Date

DATE: May 27th 2025

TO: City Administrator

FROM: Tim Ludolph

RE: [Capron Corner Site](#)

**BACKGROUND:**

**Size:** 0.491 acres

**Zoning:** B-1 Business

**Address:** Historically 175 W Park Ave

**Legal Description:** ORIGINAL PLAT LOTS 7, 8, 9, 10, BLK 7

Based on the historical Sanborn Fire Insurance Maps, the Capron Corner property has had commercial uses as follows:

1884: The parcel featured woolen mills to the north. In the middle of the lot stood an L-shaped, two-story building mainly used for stables. The southern part of the property by the riverbank housed a lumber yard.

1891: The layout stayed mostly the same as 1884. The central L-shaped building was noted to possibly include a wagon house along with the stables.

1900: The woolen mills were replaced by the Russell Glove Factory to the north. A commercial building took over the southern part of the site, while the R.R. Barker Lumberyard continued to occupy the rest. A dock was also mentioned along the river.

1911: The Allen Lumber Company set up a warehouse on Water Street and had a boat dock by the riverfront. The southern end of the property had a shed and an office facing Water Street. The 1911 map shows that the Russell Glove Factory had a fire in 1910.

Assessment card records include some undated photos of a building on Water Street, likely on the southern part of the property. The records indicate that United Building Centers, Inc. owned the property before 1969, when it was sold to Richard Fortnum.

The Assessment Cards and permits on file include:

1971: A pole shed along Water Street was razed.

1972: The structure along the river was razed.

1973: A permit was issued to raze all remaining buildings on the property.

1974: The front block of the building was razed.

By 1975: All demolition work was marked as complete in the assessment records.

No further entries are found in the assessment card file after the 1975 demolition. The property appears to have functioned as a car lot after the demolitions completed.

Green Lake County GIS aerial imagery adds more context:

From 1992 to 2005, a parking lot was visible on the eastern half of the property.

On April 29<sup>th</sup> 2008 the property was deeded to Capron Corner, LLC.

By 2011, the parcel appeared to have changed into a park-like environment, matching how it looks now.



## Determination of Viable Responsible Party Attachment

**Instructions:** Please attach the completed Attachment with your Wisconsin Assessment Monies (WAM) or Ready for Reuse application if applying for a petroleum award. Local governments who acquired the property through involuntary methods and lenders who acquired the property through foreclosure of a security interest do not need to submit this attachment, but do need to submit documentation of acquisition method.

The state is required to determine that there is no viable responsible party that can address the contamination at the site. For the purposes of this petroleum eligibility determination, the state must affirm that:

- The current and immediate past owner did not dispense or dispose of, or own the subject property during the dispensing or disposal of any petroleum contamination at the site;
- Did not exacerbate the petroleum contamination at the site; and
- Took reasonable steps\* with regard to the petroleum contamination at the site.

*\*For the purposes of determining petroleum brownfield grant eligibility, "reasonable steps with regard to contamination at the site" includes, as appropriate: stopping continuing releases, preventing threatened future releases, and preventing or limiting human, environmental, or natural resource exposure to earlier petroleum or petroleum product releases.*

Applicants are responsible for providing complete information in their proposal that demonstrates that the activities for which they seek funding have no viable responsible party.

### 1. Current Owner:

- Describe on-site operations during the time of current ownership, particularly as it relates to use of petroleum ASTs, USTs and containers.

Property has been vacant (no structures) and used as green space.

- Is the property leased to an operator (another person or business)? ☐ Yes ☒ No
- Identify whether the current owner (please describe):
  - Dispensed or disposed of any petroleum contamination on the site:  
No. (Property owners are no longer living – unable to verify.
  - Owned the subject property during the dispensing or disposal by an operator of any petroleum contamination at the site:  
No. (Property owners are no longer living – unable to verify.
  - Did not exacerbate the contamination at the site:  
No. (Property owners are no longer living – unable to verify.
  - Took *reasonable steps*\* with regard to the contamination at the site:  
☐ Yes, reasonable steps were taken. Please describe the actions the owner took to satisfy the "reasonable steps" criteria:

- ☒ No, reasonable steps were not necessary. Please explain:
- ☒ Contamination is not confirmed
  - ☐ Known or suspected sources of contamination were removed (i.e. storage tank)
  - ☐ Other (please describe):

## 2. Immediate Past Owner:

- Name of immediate past owner: Richard N. Fortnum
- Years of ownership: approximately 56 years, since 1969
- Describe the operations on site during the ownership of the immediate past owner, particularly as it relates to petroleum ASTs, USTs and containers:  
Unknown. There was a parking lot on the parcel until approximately 2005, may have functioned as a car sales lot.
- Was the property leased to an operator (another person or business)? ☐ Yes ☒ No
- Identify whether the immediate past owner (please describe):
  - Dispensed or disposed of any petroleum contamination on the site:  
Unknown.
  - Owned the subject property during the dispensing or disposal by an operator of any petroleum contamination at the site:  
Unknown.
  - Did not exacerbate the contamination at the site:  
Unknown.
  - Took *reasonable steps*\* with regard to the contamination at the site:  
☐ Yes, reasonable steps were taken. Please describe the actions the owner took to satisfy the "reasonable steps" criteria:

- ☒ No, reasonable steps were not necessary. Please describe why not:
- ☒ Contamination is not confirmed
  - ☐ Known or suspected sources of contamination were removed (i.e. storage tank)
  - ☐ Other (please describe):

## 3. Financial Viability

If a responsible party is identified for the site, the Department must determine whether that party is viable. If any such party is determined to be viable, then the petroleum-contaminated site is not eligible for funding.

- In general, the department and US EPA will consider ongoing businesses or companies (corporations, LLCs, partnerships, etc.) and governmental entities to be viable. A defunct or insolvent company and an individual responsible party will be deemed not viable, unless there is information suggesting that the assumption is not appropriate in a particular case.
- An Applicant seeking to determine the financial status (i.e. the viability) of a responsible party should consider consulting the following resources and any other resources it may deem useful to make this determination:
  - Responsible Party (i.e. tax returns, bank statements, financial statements)
  - Federal, State and Local Records (i.e. regulatory records, Secretary of State databases, property/land records)
  - Public and Commercial Financial Databases (i.e. Lexus/Nexus, Dun & Bradstreet reports, Internet search engines)

Applicants are responsible for explaining what steps it took to determine a responsible party's financial status and why the information presented indicates that the responsible party is not viable:

**Richard Fortnum is not Financially Viable. The previous owner is a deceased individual.**



**Wisconsin Department of Natural Resources Site Access Permission Assignment  
for Wisconsin Assessment Monies (WAM) Contractor Services Awards**

I, name, as owner or authorized representative of the property owner (the "owner") of the property located at street address, Berlin, also described as insert legal description or parcel number 206000680000, Green Lake County, Wisconsin, referred to herein as the "Property," hereby assign permission to the Wisconsin Department of Natural Resources (the "department") and its employees, duly authorized representatives, agents and contractors, to enter upon and have access at reasonable times to the Property so that the department may, based on awarded contractor services, perform activities including but not limited to the following:

- (1) Conduct a site visit to complete a Phase I Environmental Site Assessment*
- (2) Conduct a Phase II Environmental Site Assessment*
- (3) Conduct a Limited NR 716 Site Investigation*
- (4) Install soil borings*
- (5) Install and maintain permanent or temporary groundwater monitoring wells*
- (6) Collect soil samples and water samples*
- (7) Install and maintain sub-slab vapor probes, collect sub-slab vapor samples and abandon sub-slab vapor probes*
- (8) Collect indoor air samples*
- (9) Abandon the groundwater monitoring wells installed by the department when the wells are no longer needed.*

The permission that is granted herein is effective beginning the date the Permission Agreement is signed and shall remain in effect for one calendar year. If, after six months from the effective date, I wish to withdraw permission for continued access, I shall notify the department of that fact in writing. The department shall, within 90 days after receiving such notice, either cease/finalize activities on the property or obtain a court order to allow continued access.

I understand that the investigation activities may result in the generation of waste soil, groundwater or other materials collectively known as investigative derived waste. The department and its representatives, agents or contractors will ensure that the investigative derived waste is properly containerized and transported by a licensed waste hauler to the appropriate disposal or treatment facility. I agree that the investigative derived waste may be temporarily stored on the Property at a location agreed upon by me and the department until the investigative activities are complete or access under this Permission Assignment ends, whichever is earlier. I agree to not move or tamper with the investigative derived waste temporarily stored on the Property. I agree to sign, as the generator of the investigative derived waste, any waste characterization forms, waste manifests or other documentation required for proper transport and disposal of the investigative derived waste. I will sign these forms prior to the time the department removes the investigative derived waste from the Property or at the time I withdraw my permission for continued access, whichever is earlier.

The department will report all sampling results to me and occupants, as appropriate, within 10 business days of receiving the sample results. When soil, water, sediment or vapor samples are collected on the Property, split samples will be provided to the me if I request split samples and if I provide sample containers to the department before the samples are collected.

I am the owner of the Property or have authorization to sign on behalf of the owner entity and execute this Permission Assignment.

I agree to inform occupants of the Property (e.g., tenants), if any, of the requirements of this Permission Assignment and to provide occupants with a copy of the executed Permission Assignment.

I agree to not damage or interfere with soil, water, vapor, air or other sampling equipment that is installed as permitted under this Permission Assignment. I agree to notify third parties who plan to conduct any activity on the Property that monitoring wells have been installed on the Property. If the activity could result in damage to monitoring wells, I will instruct the third parties to contact the department regarding the location of the monitoring wells and to discuss how damage may be prevented. I understand that I am responsible for any damage to monitoring wells if I or any of my agents or representatives cause that damage.

I understand that the department, in the course of conducting investigation, may find that a hazardous substance discharge or environmental pollution exists on the Property. If this occurs, these findings must be reported to the department under Wis. Stat. § 292.11(2).

I understand that if the department discovers a hazardous substance discharge or environmental pollution on the Property, any current owner of this Property, along with any identifiable causer of the contamination, may be required to take additional response actions pursuant to Wis. Stat. § 292.11(3), to restore the environment to the extent practicable and minimize the harmful effects from the discharge to the air, lands or waters of this state. Exemptions may apply under Wis. Stat. § 292.11(9)(e), 292.13, 292.15 or 292.21.

I have read this entire Permission Assignment and understand its contents. I have had the opportunity to discuss the Permission Assignment with the department and ask questions about its content.

*[Insert entry notification requirements here, if applicable. For example: The department and/or the department's contractor shall notify the owner of the Property by telephone or email of any planned activity on the Property at least 48 hours in advance of entering the Property.]*

*Signature Page to follow.*

IN WITNESS WHEREOF:

Capron Corner LLC

Property Owner (Print)

By: Legacy Private Trust Company

Signature of Property Owner or Authorized Representative

2 Neenah Center, Neenah, WI 54956

Mailing Address

slakey@lptrust.com

Email Address

6/4/2025

Date

920-967-5025

Phone Number

Contact information for occupants, tenants or lessees (if different than owner):

N/A

Name of Occupant

Email Address

Phone Number

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Accept resignation of Board of Review Member Erdmann and clarify all current members are full members (two alternate positions are open)  
**MEETING DATE:** June 10, 2025

**BACKGROUND**

The Board of Review will meet on June 26, 2025 from 5:30-7:30. The members have completed the 2025 DOR training requirements.

Bobbie Erdmann has tendered her resignation from the Board of Review. City staff are very grateful for the many ways Bobbie Erdmann has and continues to serve the City of Berlin. She currently serves on several Boards and Commissions and on a variety of other community focused groups.

Because the City has a five-member Board of Review, with two additional alternate positions, it is important to clarify that the five remaining members of the Board of Review (Mary Kubiak, Carol Hughes, Dave Doan, Paul Hanan and Keith Hess) are full members of the Board of Review. The two alternate member positions are currently vacant.

**SUGGESTED MOTION**

Motion to accept the resignation of Bobbie Erdmann from the Board of Review.

Motion to clarify that all five of the currently appointed Board of Review are full members, and the two alternate members positions are vacant.

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Utilities Compliance Maintenance Annual Report (CMAR) & Resolution #25-05  
**MEETING DATE:** June 10, 2025

**BACKGROUND**

Annually the Wastewater Treatment Facility files a compliance maintenance report with the Department of Natural Resources. The governing body of the City of Berlin is required to review this report. The Wastewater Facility did very well this year, receiving 3.91 grade point average out of 4. The report and Resolution are enclosed.

**SUGGESTED MOTION**

Motion to approve the 2024 Compliance Maintenance Annual Report of the Berlin Wastewater Treatment Facility.



RESOLUTION 25-05

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COMPLIANCE MAINTENANCE RESOLUTION

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WHEREAS, the Department of Natural Resources through its Municipal Wastewater Section, Bureau of Wastewater Management, requires that a Compliance Maintenance Annual Report be filed annually by the City of Berlin Water & Sewer Utility, and

WHEREAS, it is required that the governing body of the City of Berlin review the said report and inform the Department of Natural Resources by Resolution that it accomplished the review;

NOW, THEREFORE, BE IT RESOLVED:

That the City of Berlin, Wisconsin informs the Department of Natural Resources that the Common Council has reviewed and approved the Compliance Maintenance Annual Report which is attached to the Resolution on June 10, 2025.

PASSED, APPROVED, AND DATED THIS 10<sup>TH</sup> DAY OF JUNE, 2025.

BY \_\_\_\_\_

Catrina Burgess, Mayor

Attest:

\_\_\_\_\_

Jessi Balcom, City Clerk

Roll Call Vote:

\_\_\_\_\_ Ayes

\_\_\_\_\_ Nays

\_\_\_\_\_ Absent

# Compliance Maintenance Annual Report

Berlin Wastewater Treatment Facility

Last Updated: Reporting For:

5/7/2025

2024

## Grading Summary

WPDES No: 0021229

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	B	3	3	9
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
<b>TOTALS</b>			<b>32</b>	<b>125</b>
<b>GRADE POINT AVERAGE (GPA) = 3.91</b>				

### Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

# Compliance Maintenance Annual Report

Berlin Wastewater Treatment Facility

Last Updated: Reporting For:

5/7/2025

2024

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

Date of Resolution or  
Action Taken:

Resolution Number:

Date of Submittal:

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = B

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 3.91

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Hwy 91 and Hwy 49 project coordination with the Department of Transportation  
**MEETING DATE:** June 10, 2025

**BACKGROUND**

The WDOT has requested that the City provide input on the Hwy 91 and Hwy 49 projects as they work through the design and environmental documents on these projects. The WDOT has asked what material the road should be constructed of (concrete or asphalt), where parking should be maintained, if sidewalk should be added anywhere, and for the City's thoughts on safety measures.

At the COTW meeting on June 3, the Council gave direction that asphalt would be the preferred road construction material for both projects. On Hwy 91, it was determined that parking was not needed east of Johnson Street and no additional sidewalk would be advantageous. On Hwy 49, it was discussed that further review time is available and that there are several things to consider in determining the best parking configuration. It was noted, that loss of parking is not anticipated at this time.

The Council was sent the meeting minutes and slide decks from the May 20 Public Officials meeting. Should you have any questions or concerns regarding this information, please reach out to Scott Zabel to myself.

The WDOT has scheduled a Public Information Meeting for these road projects at 5PM on June 19 in the school auditorium.

**SUGGESTED MOTION**

Motion to notify the WDOT that on the Hwy 91 project, asphalt is the preferred road material, no parking is needed east of Johnson Street and no additional sidewalk is requested. For the Hwy 49 project, asphalt is the preferred road material.

DATE: 5/27/2025

TO: Committee Of The Whole

FROM: Scott Zabel

**RE: 6210-00-01 WIS 49/6540-01-03 WIS 91**

BACKGROUND: The Wisconsin Department of Transportation and KL Engineering are asking the city of Berlin to pick a choice of pavement type (asphalt or concrete) for the connecting highway project.

Based on the pavement design and life cycle cost analysis, concrete pavement is shown as the preferred alternative for WIS 49 which is what KL Engineering will propose in the preliminary design. This includes both segments: the east-west segment from Washington Street to Spring Street and the north-south segment from Huron Street to South Street. This is not a permanent decision and can be discussed if the City has a preference for the pavement type.

Based on the same analysis, asphalt pavement is shown as the preferred alternative for WIS 91 (Spring Street to the east City limits) which is what KL Engineering will propose in the preliminary design.

Though the concrete pavement is showing to be the preferred alternative for the 6210-00-01 WIS 49 segments of the highway it will likely not be the best choice. Historically concrete pavement is more costly up front and is more expensive to maintain throughout its lifecycle than asphalt. This will also become a factor as it relates to preserving parking within the project because any parking that the city chooses to keep is at the cities cost. Also any cost savings by choosing asphalt over concrete could be applied to (for example) upgrading from standard street lighting to decorative light poles and fixtures.

RECOMMENDATION: Discussion with action as appropriate.

As discussed at the WIS 49/91 Local Officials Meeting on May 20 here is some information on the parking and other items we will need to coordinate for the WIS 49 and WIS 91 projects.

### General Items

Parking: the preliminary parking costs for the City are listed below for each project and I've included displays showing the location of the proposed parking for review. Note that these costs are preliminary and will be refined once you review the locations and we discuss any potential changes.

Utilities: Brian provided us with the attached estimate for the proposed sanitary and water on WIS 49 and WIS 91. We will need the estimate broken down to separate out WIS 91 since it will be a separate agreement and project.

Sidewalk: please let us know of any new sidewalk extensions or replacement that the City would like to include.

Right-of-way: as a reminder the City is responsible for acquiring the right-of way for the projects so reach out with any questions.

Access: let us know of any access locations the City would like to remove, combine or reduce. We can provide recommendations, but the ultimate decision will be from the City.

### 6540-01-03 WIS 91

The environmental document for this project is scheduled to be completed in September 2025. We will need to have any of the City's costs and any other additional items for WIS 91 determined to include in this document so we will need to keep this discussion moving to meet that date. Parking: preliminary estimated parking cost for the City is \$150,000. This is using asphalt pavement for the parking based on the attached display, and not providing any parking east of Johnson Street as discussed.

### 6210-00-01 WIS 49

The environmental document for this project is scheduled to be completed in June 2026. We will need to have any of the City's costs and any other additional items for WIS 49 determined to include in this document. Parking: preliminary estimated parking cost for the City is \$245,000 for concrete pavement and \$210,000 if asphalt pavement is determined to be used. This is based on the attached display. One item to note is that as we continue coordination and the potential for bump-outs at intersections, the number of parking stalls may be reduced.

Bump-out Locations: as discussed at the Local Officials Meeting some of the intersections may be difficult to provide bump-outs due to truck turning movements. We had discussed reviewing them at Pearl and Wisconsin but are there other locations the City would like them evaluated.

All of this information is needed to update to cost agreement with the DOT for inclusion in the environmental documents so please review and provide responses after your council meeting. Feel free to bug me with any questions or other information you may need. Thanks.

Brad Halvensleben, PE

Scott,

As discussed at the WIS 49/91 Local Officials Meeting on May 20 here is some information on the parking and other items we will need to coordinate for the WIS 49 and WIS 91 projects.

### **General Items**

Parking: the preliminary parking costs for the City are listed below for each project and I've included displays showing the location of the proposed parking for review. Note that these costs are **preliminary** and will be refined once you review the locations and we discuss any potential changes.

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Sidewalk: please let us know of any new sidewalk extensions or replacement that the City would like to include.

Right-of-way: as a reminder the City is responsible for acquiring the right-of way for the projects so reach out with any questions.

Access: let us know of any access locations the City would like to remove, combine or reduce. We can provide recommendations, but the ultimate decision will be from the City.

### **6540-01-03 WIS 91**

The environmental document for this project is scheduled to be completed in September 2025. We will need to have any of the City's costs and any other additional items for WIS 91 determined to include in this document so we will need to keep this discussion moving to meet that date. Parking: preliminary estimated parking cost for the City is \$150,000. This is using asphalt pavement for the parking based on the attached display, and not providing any parking east of Johnson Street as discussed.

### **6210-00-01 WIS 49**

The environmental document for this project is scheduled to be completed in June 2026. We will need to have any of the City's costs and any other additional items for WIS 49 determined to include in this document. Parking: preliminary estimated parking cost for the City is \$245,000 for concrete pavement and \$210,000 if asphalt pavement is determined to be used. This is based on the attached display. One item to note is that as we continue coordination and the potential for bump-outs at intersections, the number of parking stalls may be reduced.

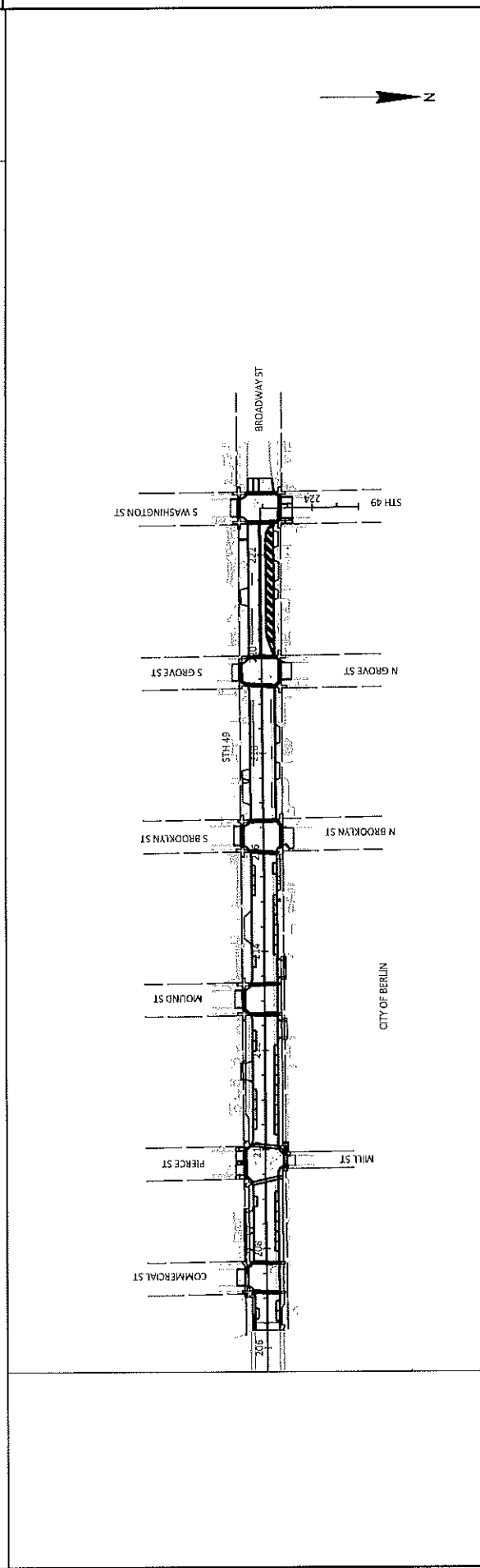
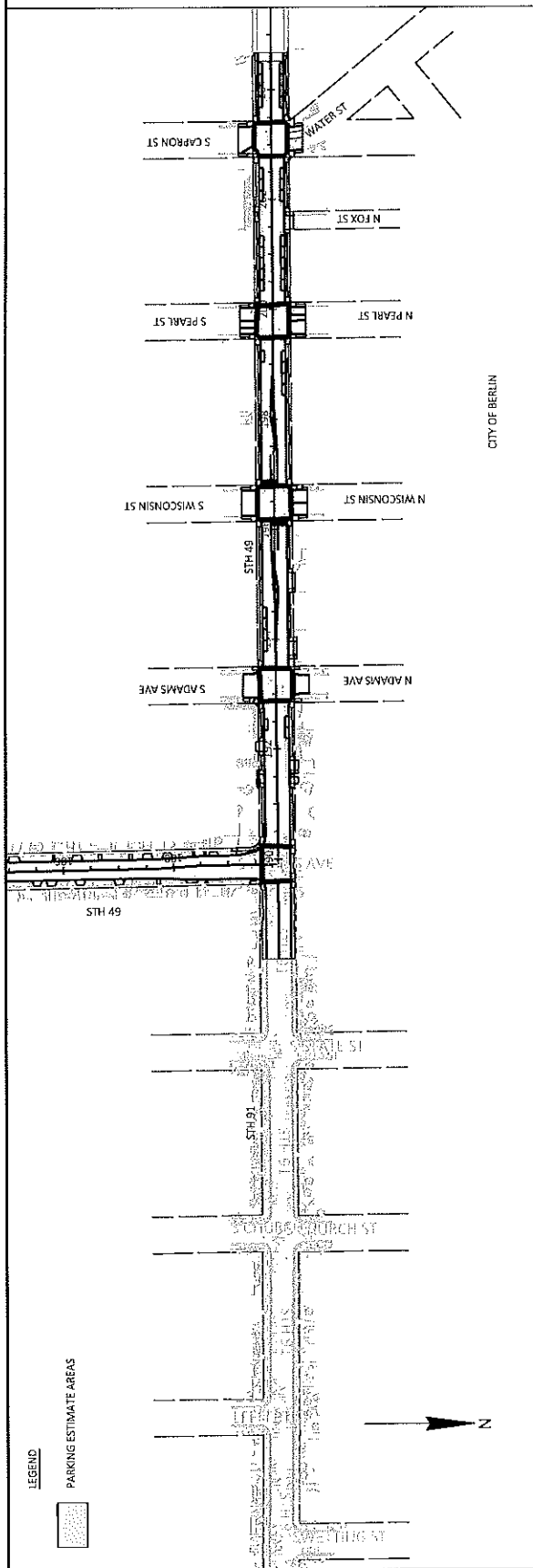
Bump-out Locations: as discussed at the Local Officials Meeting some of the intersections may be difficult to provide bump-outs due to truck turning movements. We had discussed reviewing them at Pearl and Wisconsin but are there other locations the City would like them evaluated.

All of this information is needed to update to cost agreement with the DOT for inclusion in the environmental documents so please review and provide responses after your council meeting. Feel free to bug me with any questions or other information you may need. Thanks.

Brad Halvensleben, PE  
Discipline Leader - Infrastructure Services  
[WI | MN]



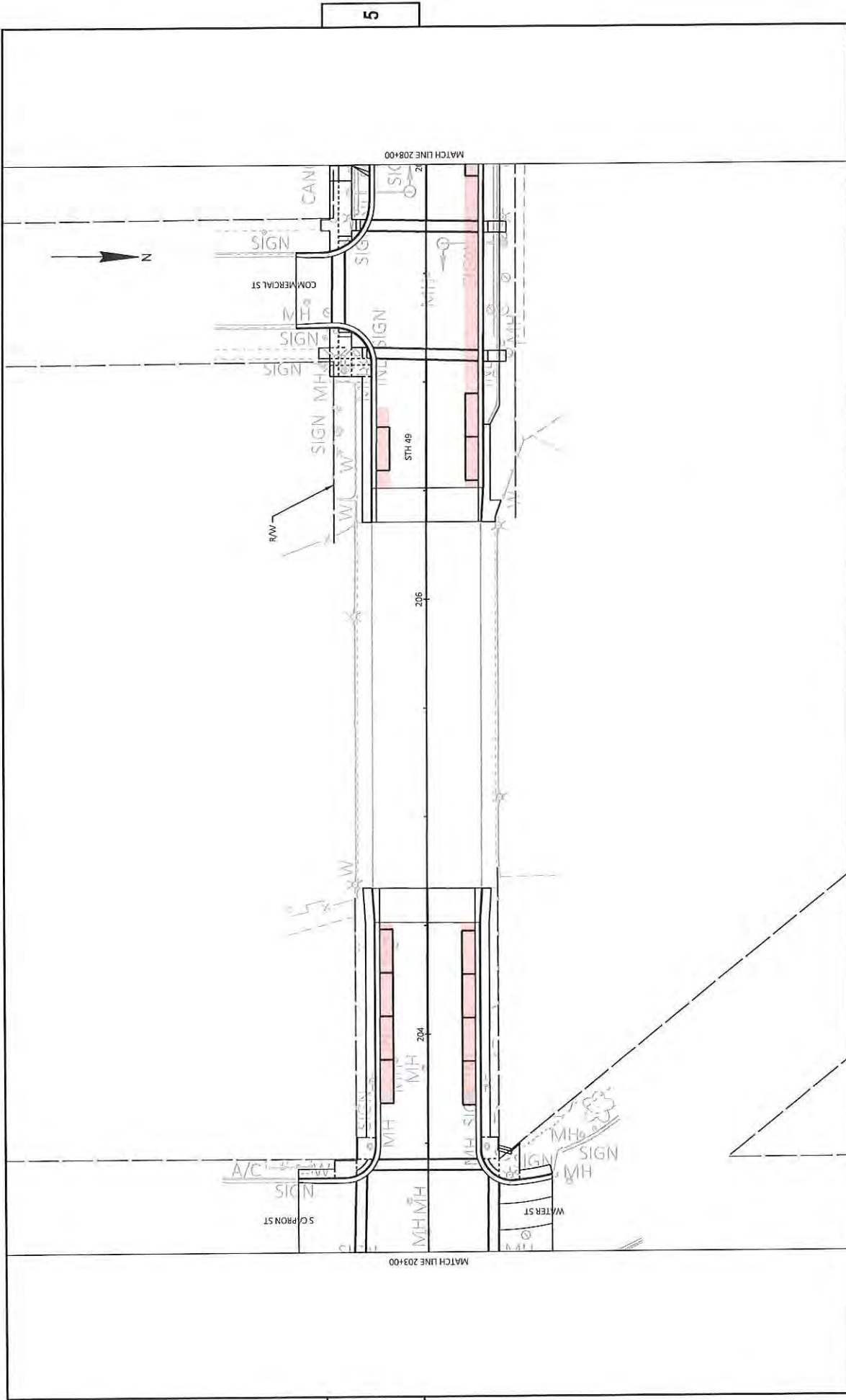




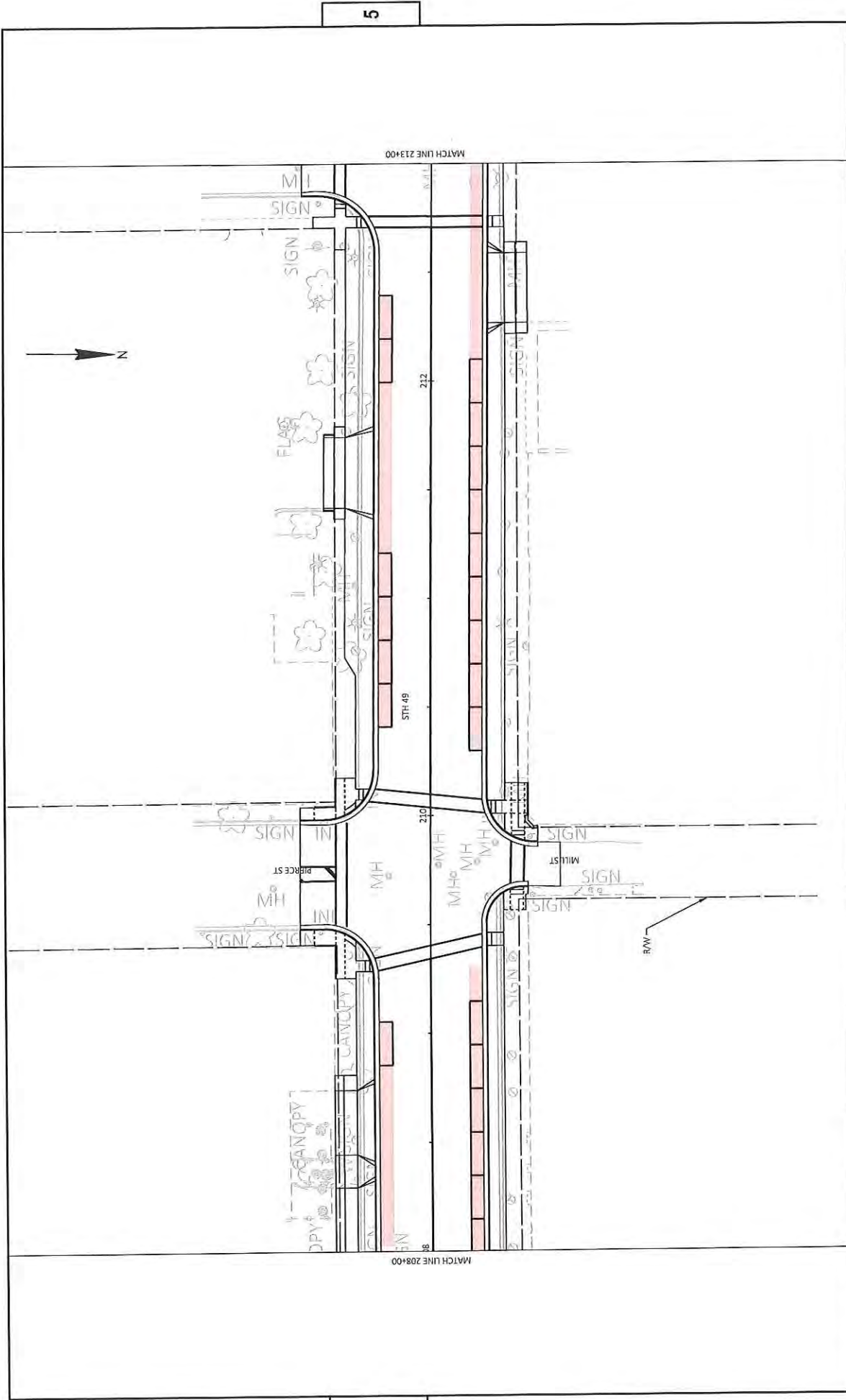








PROJECT NO: 6210-00-74	COUNTY: GREEN LAKE	EXISTING STREET PARKING LOCATIONS	SHEET	E
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LAYOUT NAME: - 10	PLOT DATE: 5/28/2025 2:16 PM	PLOT NAME:		



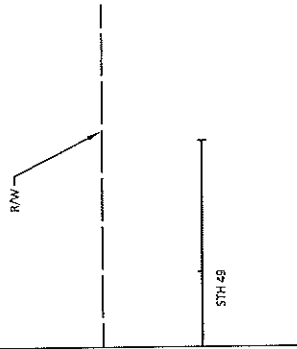
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FILE NAME: G:\WOOD\NO.24591-002\STH 49\BERLIN 0210-00.DWG	3D SHEETS\STH 49 PARKING DISPLAY EST.DWG	PLOT DATE: 5/28/2015 2:15 PM	PLOT BY: BRIAN ST. VINCENT	PLOT NAME:	W5007\WOODS\SHEET 44
LAYOUT NAME: -11				PLOT SCALE: 1 IN=50 FT	





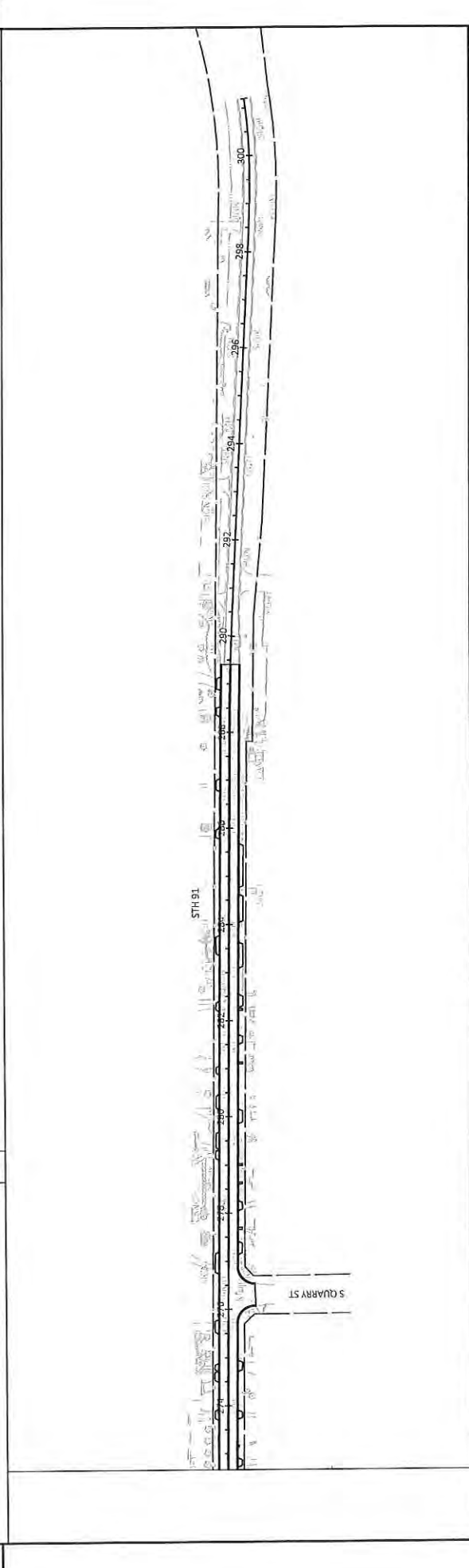
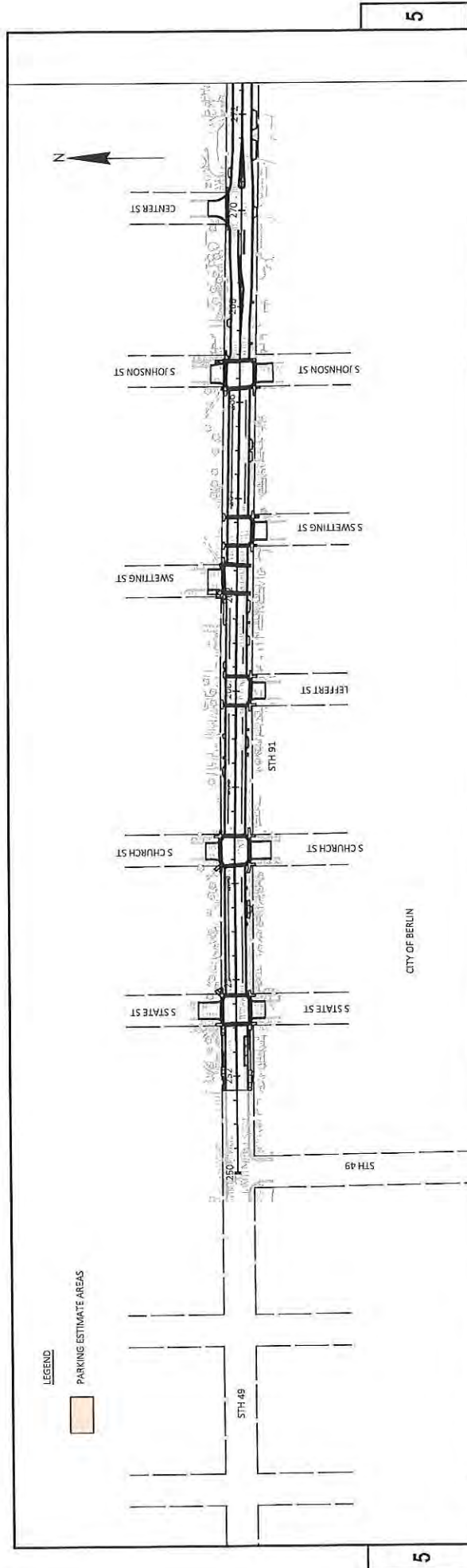






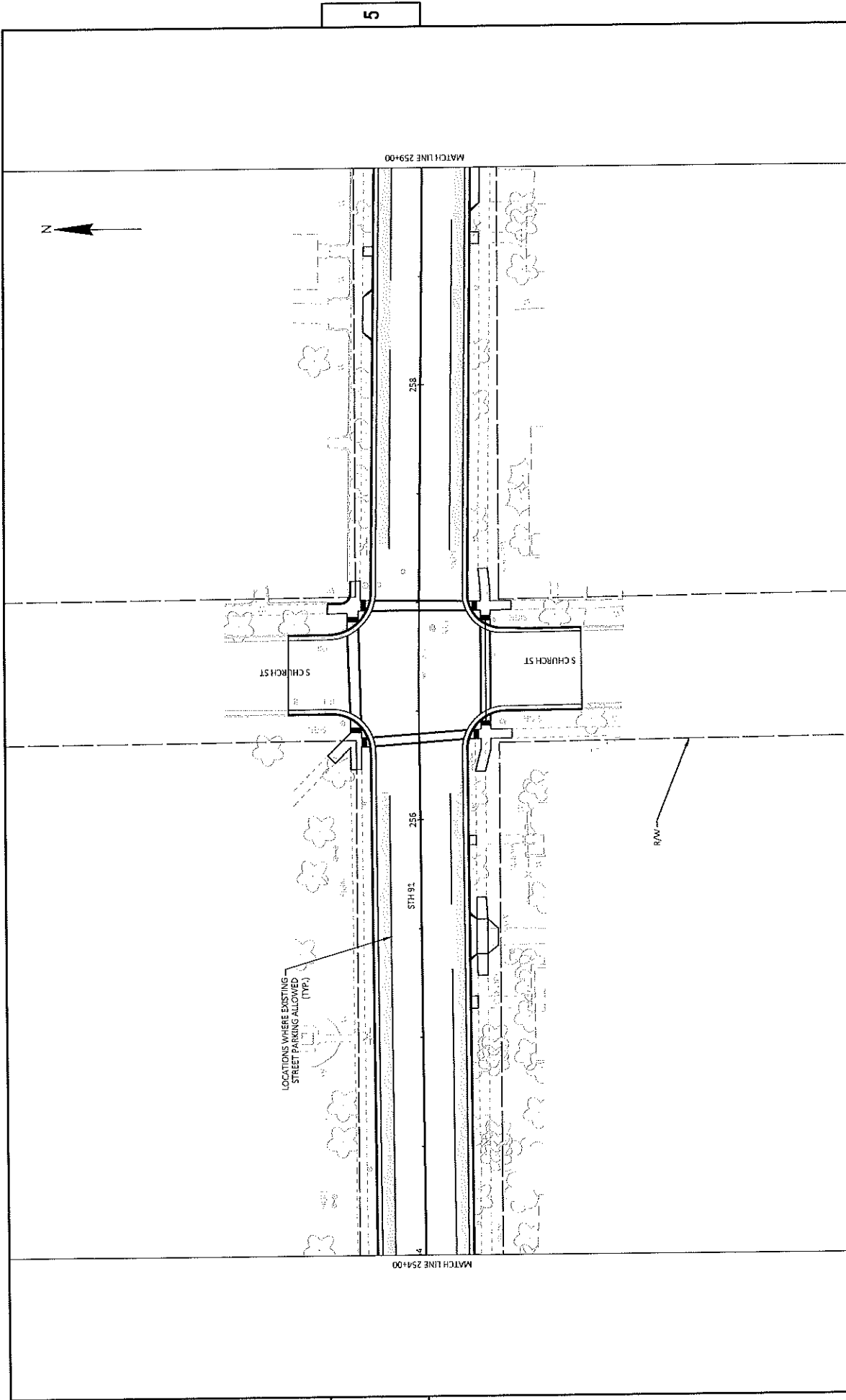
MATCH LINE 224+25

PROJECT NO: 6210-00-74	HWY: STH 49	COUNTY: GREEN LAKE	EXISTING STREET PARKING LOCATIONS	E
FILE NAME: G:\WOOD\NC\0495-LOE\STH 49 BERLIN 6210-00-04\CIVIL\20SHEETS\0495\STH 49 PARKING DISPLAY SET.DWG LAYOUT NAME: 14 PLOT DATE: 5/28/2025 2:16 PM PLOT BY: BRIAN ST. VINCENT PLOT SCALE: 1"=30.0 FT WSDOT\0495 SHEET 44				



PROJECT NO: 6540-01-73	HWY: STH 91	COUNTY: GREEN LAKE	EXISTING STREET PARKING LOCATIONS	SHEET E
FILE NAME: C:\WISDOT\NC24091-055 (STH 91) BERLIN (6540-01-03) CIVIL 3D\01SHEETS\01RSTH 91 PARKING DIBLAY EST.DWG		PLOT DATE: 5/22/2025 2:08 PM	PLOT BY: BRIAN ST. VINCENT	PLOT NAME:
LAYOUT NAME: 00			PLOT SCALE: 1"=200 FT	WISDOT/CADRS SHEET 44





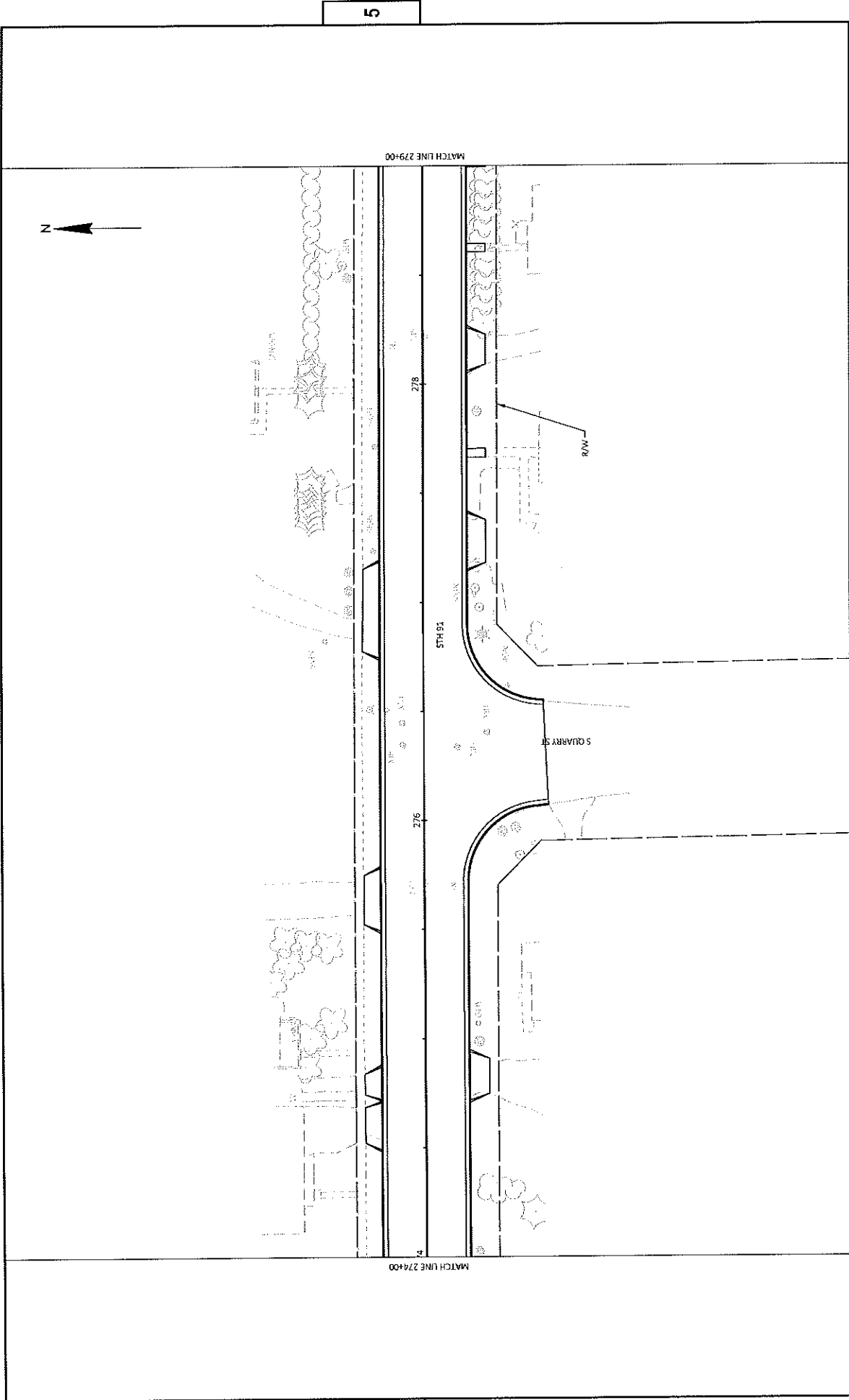
PROJECT NO: 6540-01-73	HWY: STH 91	COUNTY: GREEN LAKE	EXISTING STREET PARKING LOCATIONS	SHEET	E
FILE NAME: C:\WORK\NO 24681-005 (STP) 91 - REELIN 6540-01-73\NO 24681-005 (STP) 91 - PARKING DISPLAY 1ST.DWG	DATE: 5/28/2005 2:08 PM	PILOT BY: BRIAN ST. VINCENT	PILOT SCALE: 1" = 40' FT	WISDOT/DOCS SHEET 44	











5

5

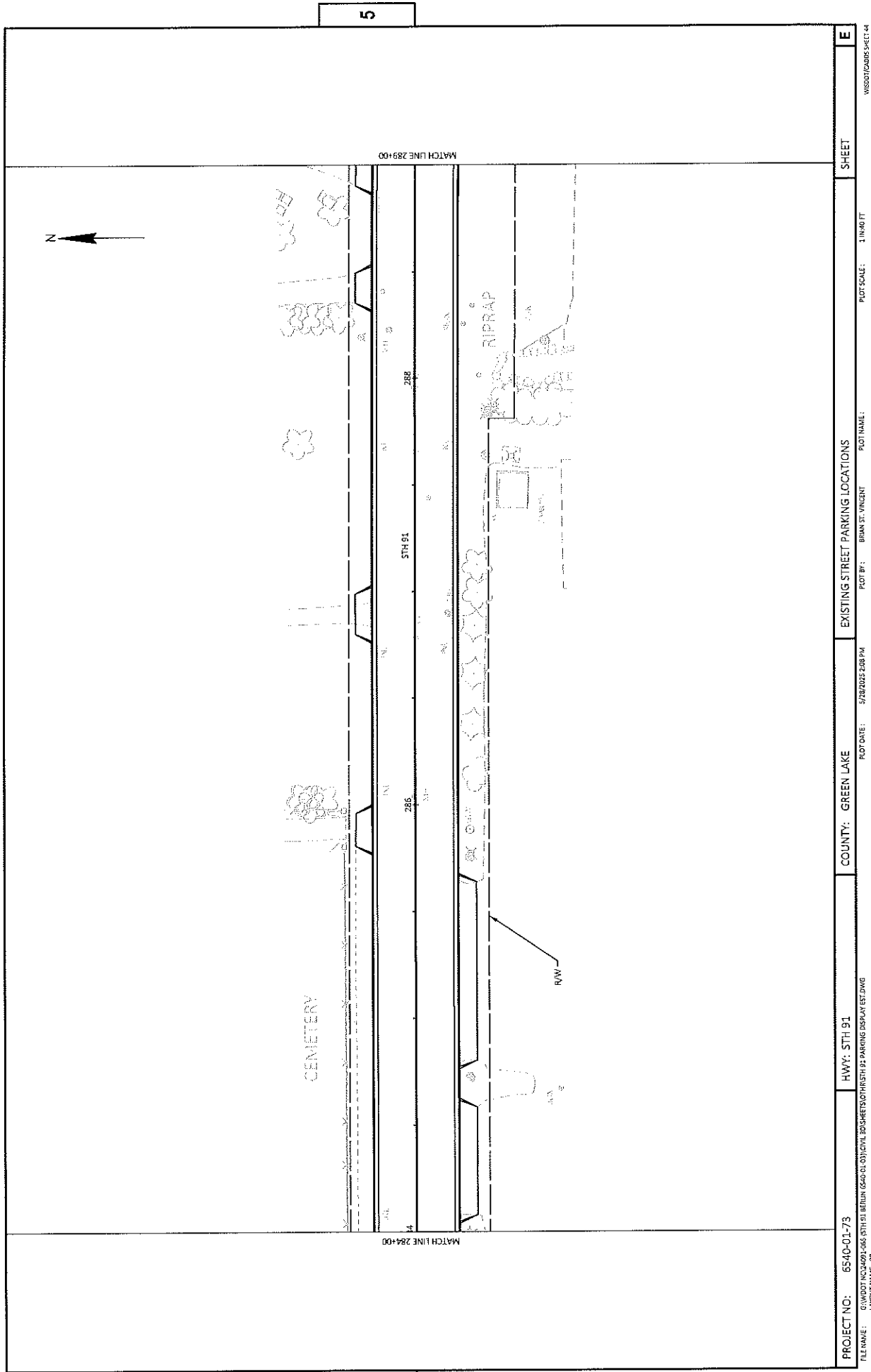
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MATCH LINE 284+00

MATCH LINE 279+00

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				W5037/0005 SHEET 44





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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Pedestrian Crossings and Intersection Safety on Broadway Street  
**MEETING DATE:** June 10, 2025

**BACKGROUND**

The Council asked staff to look into possible intersection/pedestrian improvements along the City's main street. A number of residents have expressed concern about the safety of those trying to cross Huron/Broadway, especially children.

The COTW discussed the enclosed "Crosswalk Considerations for Broadway St" put together by Police Chief, Brian Pulvermacher and "Crosswalks" memo from Scott Zabel, Street Superintendent.

Of note, Hwy 49 through the downtown is scheduled to be reconstructed in 2030 and the design of that project by the WDOT is currently underway. In preliminary design conversations, safety concerns at the intersections along the corridor have been noted. It is anticipated that modifications to the street's layout will be utilized to increase pedestrian safety along Hwy 49.

The COTW directed staff to enhance marking for the crosswalk at Mound St and Brooklyn St intersections. Add center line pedestrian signs at Mound St, mid-block and at Brooklyn St. and provide pedestrian flags at Mound St.

**MOTION**

Motion to enhance the safety features of the Mound Street and Brooklyn Street intersections along the Broadway corridor by increasing the footprint and enhancing the markings for the crosswalk at Mound St and Brooklyn St intersections and adding center line pedestrian signs at Mound St, mid-block and at Brooklyn St and providing pedestrian flags at Mound Street.

## CROSSWALK CONSIDERATIONS FOR BROADWAY ST

Based upon the Police Department's review of crash data since January 1<sup>st</sup>, 2015, as it relates to pedestrians, no one intersection on Huron or Broadway St appears to be a significantly higher risk than the others. In that timeframe, we have had 10 pedestrian related crashes which included one fatality.

Contrarily, we have had 96 vehicle crashes since January 1<sup>st</sup>, 2020. Several of those crashes can be attributed to rear-end type crashes or Failure to Yield Right-of-Way when proceeding from stop signs. Another significant portion involve commercial motor vehicles attempting to conduct turns, other motorists influenced in their movement by the presence of a semi or even motorists "shadowed" (not visible) due to the size of a commercial motor vehicle.

There are a few statutes which are directly applicable to our concerns, they specifically govern right of way, pedestrians and intersections. Please see the attached excerpts regarding pedestrian crossing of roadways (346.23, 346.24 and 346.25). The vast majority of motoring public are familiar with 346.08 as it relates to passing on the right (for vehicles turning left). However, the majority of motorists are not aware of 346.10 which prohibits passing in general (including on the right) when within 100ft of an intersection in a business or residential district. Residential and business districts are determined by a 300ft area having 51% or more (of that area) devoted to residential or business occupation. Therefore, the vast majority of the City of Berlin would qualify as either a residential or a business district. Strict enforcement of 346.10 would likely be problematic because few (if any) motorists seem to be familiar with it.

Many communities have incorporated physical barriers such as "bump outs" to prevent motorists from passing on the right in areas where doing so is especially hazardous.

### **346.23 Crossing controlled intersection or crosswalk**

(1) vehicles shall yield to pedestrians "crossing" within the crosswalk on a green or pedestrian signal (they have to have started their crossing on the appropriate signal)

### **346.24 Crossing at uncontrolled intersection or crosswalk**

(1) must be "crossing" or in the crosswalk

(2) cannot rush into traffic when difficult for operator to yield

(3) vehicles cannot pass a vehicle stopped for a pedestrian on the stopped vehicle's right (I would speculate many of the "close calls" are a result of motorists not seeing or being aware the stopped vehicle is waiting for a pedestrian—likely perceive stop an anticipation of a left turn)

**346.25 Crossing at place other than a crosswalk (any point other than a marked or unmarked crosswalk)**

Pedestrians shall yield right of way to all vehicles on the roadway

**346.08 Overtaking and passing on right permitted (must be on roadway or paved shoulder)**

- (1) vehicle overtaken is making or about to take a left turn or U-turn
- (2) unobstructed pavement wide enough to permit two lines of lawful traffic in same direction
- (3) same as above but on one-way street

**346.10 Passing at intersection**

- (2), (3) business and residential district passing is prohibited within 100ft of an intersection



**Pedestrian crashes since January 2015:**

Date	Location	Injury	X-Walk	Weather	Descr.
11/18/2015	Wisconsin / Huron	Y	Y	N	vehicle turning off Huron struck a pedestrian in north crosswalk at Wisconsin
11/4/2018	Huron / State	Y	Y	N	vehicle turning off Huron struck a pedestrian in north crosswalk at State
10/24/2019	Broadway / Commercial	Y	Y	N	vehicle turning off Broadway struck a pedestrian in crosswalk on Commercial
1/9/2021	Broadway / Pierce	Y	Y	N	vehicle struck motorized scooter in crosswalk on Broadway
5/18/2021	Broadway and Washington	Y	Y	N	vehicle struck a bicyclist in crosswalk on west side of Washington
8/4/2021	Broadway and Washington	Y	Y	N	vehicle struck a bicyclist in crosswalk on west side of Washington
6/26/2024	Broadway / Brooklyn	Y	Y	N	vehicle struck pedestrian crossing Broadway on west side of Brooklyn
9/20/2024	Broadway and Pierce	Y	Y	N	vehicle struck a bicyclist in the crosswalk
10/1/2024	Huron / Capron St	Y	Y	N	vehicle turning right off N Capron struck two pedestrians while crossing Huron in the western crosswalk
1/23/2025	Pearl / Broadway	F	Y	N	vehicle turning right off N Pearl struck pedestrian crossing Pearl on north side of Huron

**Anticipated construction zone(s) crashes since January 2020 (as of 05-21-25):**

Date	Location	Injury	Inters.	Weather	Descr.
11/21/2024	Huron east of Quarry	N	N	Y	vehicle lost control on ice and struck a pole
3/3/2025	Huron east of Quarry	N	N	N	vehicle overcorrected after striking curb and hit cemetery gate
1/10/2020	Huron and Quarry	N	Y	N	vehicle drifted left of center and struck another
5/9/2021	Huron and Center	N	Y	N	rear-end crash as one slowed to turn left onto Center
8/13/2021	Huron and Center	N	Y	N	rear-end crash as one slowed to turn left onto Center
12/28/2021	Huron and Center	N	Y	Y	vehicle turning right off Huron struck vehicle at stop sign on Center, icy roads
10/26/2022	Huron and Center	N	Y	N	vehicle EB on Huron turning left onto Center struck a vehicle stopped on Center
10/29/2021	Huron and Sweeting	N	Y	N	rear-end crash as vehicle EB on Huron slowed to turn left onto N Sweeting
2/28/2020	Huron and Leffert	N	N	N	rear-end crash as one slowed for a dog in the roadway
3/26/2021	Huron and Leffert	N	N	N	angle crash when following vehicle tried to pass another on right as it slowed to turn right (thought lead vehicle was turning left)
10/29/2021	Huron and Leffert	N	Y	N	rear-end crash as a trailing vehicle struck the middle vehicle slowing for the lead vehicle as it turned left
1/5/2023	Church and Huron	N	Y	Y	rear-end crash on Church as lead vehicle was stopped at Huron, icy roads
1/6/2022	Church and Huron	N	Y	N	vehicle SB on Church failed to stop at stop sign, crossed Huron and stuck tree
2/9/2024	Church and Huron	N	Y	N	vehicle SB on Church FYR from stop sign, struck vehicle on Huron
5/17/2020	Church and Huron	N	Y	N	vehicle SB on Church FYR from stop sign, struck by vehicle EB on Huron
9/18/2024	Huron and Church	N	N	N	vehicle WB on Huron struck hydrant (OWI)
9/29/2021	Huron and Church	N	N	N	rear-end crash as a trailing vehicle struck the middle vehicle causing it to strike the lead vehicle as it slowed in traffic
10/23/2020	Huron and Church	N	Y	N	rear-end crash as one slowed to turn left onto Church
12/19/2023	Huron and Church	Y	Y	N	vehicle WB on Huron turning left struck a vehicle stopped on Church
10/4/2024	State and Huron	N	Y	N	vehicle SB on State FYR from stop sign, struck vehicle on Huron
12/4/2024	State and Huron	N	Y	Y	vehicle SB on State failed to stop at stop sign, entered Huron and struck vehicle on icy roads
1/24/2020	Huron and Spring	N	N	Y	slowing vehicle slid left of center striking an oncoming vehicle
5/11/2020	Huron and Spring	N	Y	N	WB semi stopped in right lane to turn left, trailer struck sign post as it turned left
5/11/2020	Huron and Spring	N	Y	N	WB semi stopped in right lane to turn left, WB passenger car stopped in left lane and was struck as the other turned left
9/27/2020	Huron and Spring	Y	Y	Y	EB motorcycle turning right lost control on wet road
5/2/2023	Spring and Huron	N	Y	N	NB commercial vehicle turning EB on Huron struck traffic control pole
5/6/2024	Spring and Huron	N	Y	N	NB commercial vehicle turning EB on Huron struck traffic control pole
8/13/2024	Spring and Huron	N	Y	N	NB commercial vehicle turning EB on Huron struck traffic control pole
9/20/2024	Huron and Spring	N	Y	N	EB commercial vehicle turning SB on Spring struck a vehicle NB on Spring
8/29/2021	Huron and Adams	N	N	N	vehicle parked on Huron backed into another as it merged into traffic
10/27/2021	Huron and Adams	N	N	N	rear-end crash as a trailing vehicle struck the middle vehicle causing it to strike the lead vehicle as it slowed in traffic
1/5/2022	Huron and Adams	N	Y	Y	WB vehicle on Huron turned left onto Adams and slid into a parked vehicle, icy roads
3/6/2020	Wisconsin and Huron	N	Y	N	vehicle SB on Wisconsin FYR from stop sign, struck vehicle on Huron

CONTINUED Anticipated construction zone(s) crashes since January 2020 (as of 05-21-25):

Date	Location	Injury	Inters.	Weather	Descr.
5/27/2021	Wisconsin and Huron	N	Y	N	vehicle NB on Wisconsin FVR from stop sign, struck vehicle on Huron
10/14/2021	Wisconsin and Huron	N	Y	N	vehicle NB on Wisconsin turned right too sharp from stop sign, struck pole
9/24/2022	Wisconsin and Huron	N	Y	N	SB commercial vehicle stopped in right lane to turn right, trailer struck sign post and building as it turned
4/10/2023	Wisconsin and Huron	N	Y	N	vehicle SB on Wisconsin FVR from stop sign, struck by vehicle EB on Huron
9/10/2023	Huron and Wisconsin	N	N	N	an EB vehicle sideswiped a parked vehicle
10/11/2023	Wisconsin and Huron	Y	Y	N	SB vehicle on Wisconsin FVR from stop sign and was struck by a vehicle on Huron
10/30/2023	Wisconsin and Huron	N	Y	N	SB vehicle on Wisconsin FVR from stop sign and was struck by a vehicle on Huron
3/27/2024	Huron and Wisconsin	N	N	N	an EB vehicle sideswiped a parked vehicle
12/19/2024	Huron and Wisconsin	N	Y	Y	WB vehicle on Huron turned right onto Wisconsin and struck a vehicle stopped at the stop sign, icy roads
1/24/2020	Huron and Pearl	N	Y	Y	rear-end at traffic light
4/20/2020	Huron and Pearl	Y	Y	N	vehicle struck building after driver had medical event
2/10/2021	Huron and Pearl	N	Y	Y	rear-end at traffic light, icy roads
5/21/2022	Huron and Pearl	N	Y	N	EB vehicle on Huron failed to stop for stop light and struck a vehicle SB on Pearl
12/12/2022	Huron and Pearl	N	N	N	vehicle merging into traffic from parking stall was struck by a vehicle WB on Huron
2/24/2023	Huron and Pearl	N	Y	N	WB vehicle on Huron failed to stop at traffic light and was struck by SB vehicle on Pearl
6/2/2023	Huron and Pearl	N	Y	N	SB vehicle on Pearl turned right onto Huron and struck vehicle merging into traffic from parking stall
8/23/2023	Huron and Pearl	N	Y	N	NB vehicle on Pearl turning left was struck by EB vehicle that failed to stop for the signal light on Huron
12/13/2023	Huron and Pearl	N	N	N	WB vehicle on Huron struck a vehicle as it merged into traffic from parking stall
1/13/2024	Huron and Pearl	N	Y	N	WB vehicle on Huron failed to stop at traffic light struck a vehicle SB on Pearl which then struck a stopped vehicle EB on Huron
5/30/2024	Pearl and Huron	N	Y	N	rear-end crash at traffic light
7/8/2024	Huron and Pearl	N	Y	N	rear-end crash at traffic light
8/1/2024	Huron and Pearl	N	Y	N	rear-end crash at traffic light
8/19/2024	Huron and Pearl	N	Y	N	rear-end crash at traffic light
8/29/2024	Huron and Pearl	N	Y	N	vehicle on Huron struck another as it merged into traffic from a parking stall
9/21/2024	Huron and Pearl	Y	Y	N	rear-end crash at traffic light
1/23/2025	Pearl and Huron	F	Y	N	SB vehicle on Pearl turning right struck pedestrian in crosswalk on north side of Huron
2/20/2025	Pearl and Huron	N	Y	N	vehicle SB on Pearl struck vehicle NB on Pearl as it turned left
7/10/2020	Huron and Capron	Y	Y	N	moped crashed trying to turn off Huron
2/11/2021	Huron and Capron	Y	Y	N	vehicle SB on Capron FVR from stop sign and was struck by vehicle on Huron
3/17/2022	Huron and Capron	N	N	N	EB vehicle on Huron travelled onto sidewalk, across Capron and struck fence
7/1/2023	Huron and Capron	N	N	N	vehicle backed into another trying to park
2/28/2024	Huron and Capron	N	N	N	vehicle struck a pole during evasive braking for vehicle slowing in front of them
7/22/2024	Huron and Capron	N	Y	N	vehicle rear-ended another stopped for pedestrian in crosswalk
10/1/2024	Huron and Capron	Y	Y	N	vehicle turning right off N Capron struck two pedestrians while crossing Huron in the western crosswalk
8/13/2022	Broadway and Commercial	N	Y	N	vehicle rear-ended another stopped to turn left
1/9/2021	Broadway and Pierce	Y	Y	N	vehicle struck motorized scooter in crosswalk on Broadway
5/25/2023	Broadway and Pierce	N	N	N	vehicle on Broadway struck another as it merged into traffic from a parking stall
9/20/2024	Broadway and Pierce	Y	Y	N	vehicle struck a bicyclist in the crosswalk
3/13/2020	Broadway and Mound	N	N	N	vehicle lost control possible medical event and struck a building
6/9/2020	Broadway and Mound	N	N	N	rear-end crash as leading vehicle slowed for traffic
8/9/2022	Broadway and Mound	N	Y	N	third vehicle struck a vehicle stopped waiting for lead vehicle to turn left, middle vehicle struck lead due to being impacted
4/20/2023	Broadway near Mound	N	N	N	rear-end crash as lead vehicle started left turn into parking lot
2/24/2024	Broadway near Mound	N	N	N	rear-end crash
6/26/2024	Broadway and Brooklyn	Y	Y	N	vehicle struck pedestrian crossing Broadway on west side of Brooklyn
9/4/2020	Broadway near Grove	N	N	N	rear-end crash as lead vehicle started left turn into parking lot
9/25/2022	Broadway near Grove	N	N	N	rear-end crash as lead vehicle started right turn into parking lot
11/1/2022	Broadway near Grove	N	N	N	rear-end crash

CONTINUED Anticipated construction zone(s) crashes since January 2020 (as of 05-21-25):

Date	Location	Injury	Inters.	Weather	Descr.
9/24/2021	Broadway and Grove	Y	Y	N	vehicle FYR from stop sign and was struck by another motorist in rear-end type of crash
7/3/2020	Washington and Broadway	N	Y	N	rear-end crash on Washington at Broadway
11/10/2020	Washington and Broadway	N	Y	N	vehicle backed into another on Washington trying to make room for a turning semi
5/18/2021	Broadway and Washington	Y	Y	N	vehicle struck a bicyclist in crosswalk on west side of Washington
6/3/2021	Broadway and Washington	N	Y	N	semi turning right off Broadway sideswiped another vehicle beside it while it was stopped at the stop sign
8/4/2021	Broadway and Washington	Y	Y	N	vehicle struck a bicyclist in crosswalk on west side of Washington
9/21/2022	Broadway and Washington	N	Y	N	vehicle on Washington FYR from stop sign and struck a vehicle WB on Broadway
12/21/2022	Broadway and Washington	N	Y	N	rear-end crash while lead vehicle was stopped at stop sign
5/10/2023	Broadway and Washington	N	Y	N	vehicle on Washington FYR from stop sign and struck a vehicle EB on Broadway
7/15/2023	Broadway and Washington	N	Y	N	vehicle on Broadway sideswiped another beside it as it attempted to turn right from the left lane
8/2/2023	Broadway and Washington	N	Y	N	semi struck bollard as it attempted to turn right
8/28/2023	Broadway and Washington	Y	Y	N	vehicle failed to stop at stop sign and struck a NB vehicle on Washington
7/9/2024	Broadway and Washington	Y	Y	N	feeling motorcycle failed to stop at stop sign and struck a pole
7/29/2024	Broadway and Washington	N	Y	N	semi struck bollard as it attempted to turn right
4/23/2025	Broadway and Washington	Y	Y	N	vehicle on Broadway FYR from stop sign and struck a vehicle turning left in front of it
5/13/2025	Broadway and Washington	N	Y	N	rear-end crash while lead vehicle was stopped at stop sign

DATE: 5/22/2025

TO: Committee Of The Whole

FROM: Scott Zabel

**RE: CROSSWALKS**

BACKGROUND: Staff was directed to provide options to improve the safety of the crosswalks in the segment of highway on Broadway St. between Pierce St. and Brooklyn St. I spoke with David Meurett of the Wisconsin Dept. of Transportation – North Central Region. After much discussion and input from other members of WisDot the following crosswalk improvements were suggested.

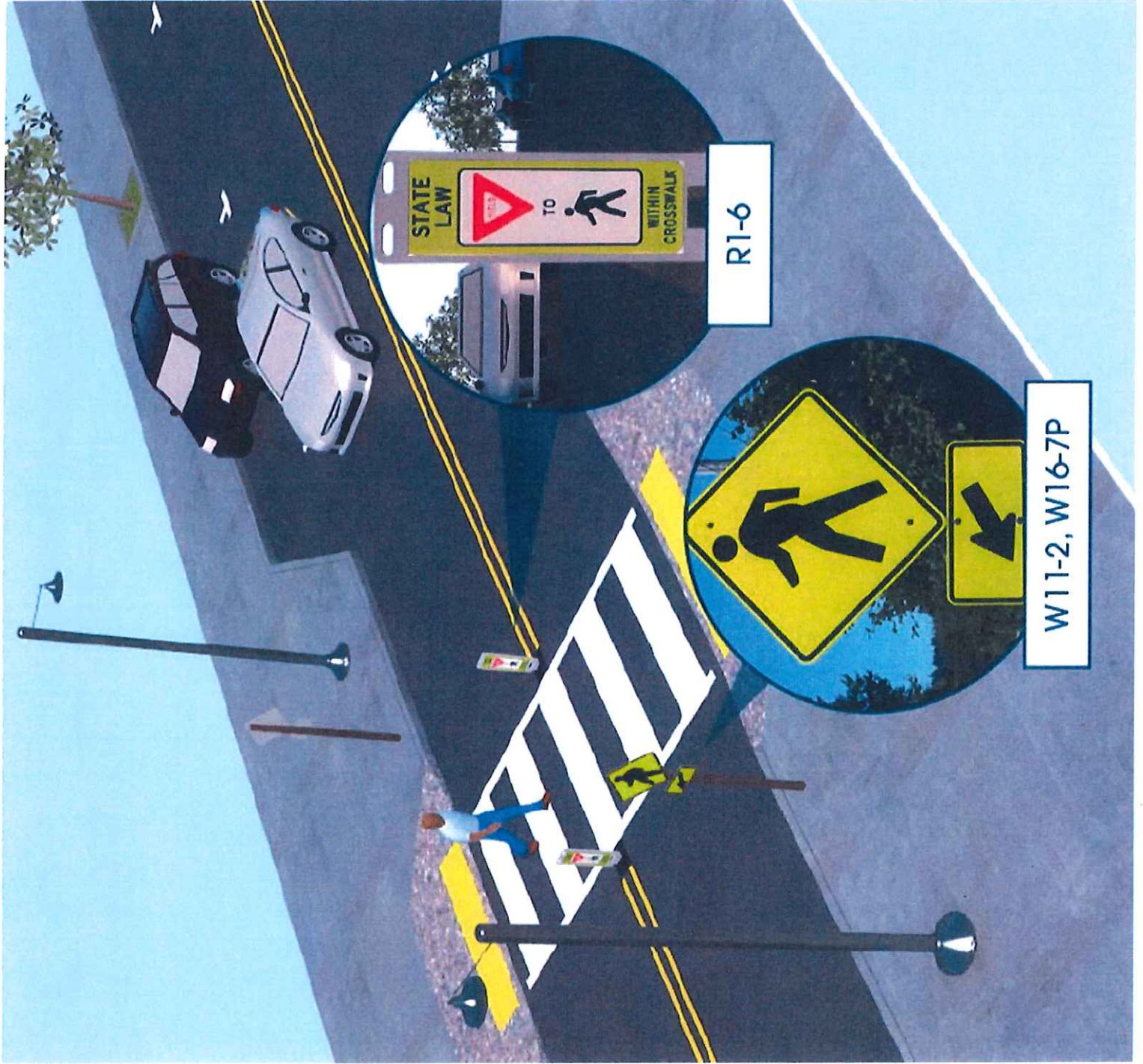
Double the foot print of the existing painted white crosswalk at Mound St. and Brooklyn St. and add bolder lines and center hash marks to make them more visible to traffic. Associated cost for this is \$750.00

Add additional pedestrian signage on posts located on each side of the Mound and Brooklyn St. intersections. Cost associated for this is \$1100.00

Add three center line pedestrian signs, one at Mound, one at mid- block and one at Brooklyn. Cost associated with these is \$2400.00

The picture included with this information shows the three improvements or devices for the crosswalks.

RECOMMENDATION: Discussion with action as appropriate.



R1-6

W11-2, W16-7P