

**COMMITTEE OF THE WHOLE MEETING AGENDA**  
JULY 1, 2025 7:00PM  
COUNCIL CHAMBERS, BERLIN CITY HALL, 2<sup>ND</sup> FLOOR  
MEETING IS OPEN TO THE PUBLIC AND IS HANDICAPPED ACCESSIBLE  
CITY MEETINGS CAN BE WATCHED LIVE OR RECORDED  
ON THE CITY OF BERLIN YOUTUBE PAGE @CITYOFBERLIN5623

1. 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.
4. Approval of Minutes. RECOMMENDATION: Approve the minutes from the June 3, 2025 Committee of the Whole meeting.
5. Budget preparation and financial status update. RECOMMENDATION: Discussion and action as appropriate.
6. Request to Green Lake County for Reimbursement Increase to Berlin EMS contract in 2026. RECOMMENDATION: Discussion and action as appropriate.
7. Resolution #25-06 Appointing a Temporary Municipal Judge for the Lakeside Municipal Court to Fill a Temporary Term Until an Election is Held on November 4, 2025. RECOMMENDATION: Discussion and action as appropriate.
8. Resolution #25-07 Ordering a Special Election for Municipal Judge of the Lakeside Municipal Court to be Held on November 4, 2025. RECOMMENDATION: Discussion and action as appropriate.
9. Request for Proposal for Auditing Services. RECOMMENDATION: Discussion and action as appropriate.
10. Strategic Plan update. RECOMMENDATION: Discussion and action as appropriate.
11. 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 the disabled individuals through appropriate aids and services. For additional information to request services, contact the municipal Clerk at 920-361-5400.*

*Note: 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 notified above.*

## COMMITTEE OF THE WHOLE MEETING MINUTES

JUNE 3, 2025 7:00PM

COUNCIL CHAMBERS, BERLIN CITY HALL, 2<sup>ND</sup> FLOOR

MEETING IS OPEN TO THE PUBLIC AND IS HANDICAPPED ACCESSIBLE

CITY MEETINGS CAN BE WATCHED LIVE OR RECORDED

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1. Call to order/Roll Call at 7:03pm by Mayor Burgess. Present were Alderpersons Boeck, Hill, Sorenson, and Stobbe. Absent/excused were Alderpersons Przybyl and Nigbor.
2. Seat Virtual Attendees (if necessary) - None
3. General Public Comments. Registration card required (located at podium in Council Chambers). Comments will be limited to **3 minutes** per registrant. - None
4. Approval of Minutes. RECOMMENDATION: Approve the minutes from the May 6, 2025 Committee of the Whole meeting. Hill made a motion to approve the minutes from the May 6, 2025 Committee of the Whole meeting, with a second made by Stobbe. Voice vote carried with four ayes. (Two absent.)
5. Discussion of pavement materials, potential parking and pedestrian/safety options for Connecting Highways road projects (Hwy 91 and Hwy 49). RECOMMENDATION: Discussion and action as appropriate. Scott Zabel, Street Superintendent gave a presentation on the Hwy 91 and Hwy 49 road projects. Questions asked of the Council: 1. Do you want any sidewalks from the cemetery going East out of town? There would be no cost share for that. (Council consensus- No, there wouldn't be any sense in having sidewalks leading out of town.) 2. Do we want to maintain our parking East of Johnson street – restricted parking. City would be responsible for costs. (Council consensus – No, parking is not needed in that location.) 3. Does the city want asphalt or concrete? Concrete is more expensive to keep maintained. (After Scott explained how effective asphalt is today with new material they are using it was decided to go with the asphalt). The council also needs to keep in mind that any additional sidewalks added the city is responsible for. This item will be moved to the June 10<sup>th</sup> Council Meeting for a formal motion.
6. Discussion of Child Safety Zone ordinance. RECOMMENDATION: Discussion and action as appropriate. Currently the ordinance has a 300-foot rule. The council would like to look at a 500 and 1000 ft rule. Kunkel engineering would need to put maps together for both and the cost would be around \$840.00. After discussion this item will be put back on the agenda in September after the audit has been completed for further discussion and possible action.
7. Discussion of intersection and pedestrian safety along Huron/Broadway St corridor. RECOMMENDATION: Discussion and action as appropriate. Assistant Chief Noah Knetzger gave a presentation on vehicle accidents from 2020 to current vs pedestrian accidents from 2015 to current. The law states that you cannot pass on the right if you are within 100 feet of an intersection. The police department will be doing education on this when they see this happen. There will be no tickets given until the education period is ended. Another rule is that unless a pedestrian is in the crosswalk a car is not in violation if they do not stop. The DOT has a brief explanation on their website. Scott Zabel then discussed how to make crosswalks safer. They are going to add additional paint lines and add signs. Hill talked about the use of flags to cross the street, she has seen them used in Oshkosh to give better visibility. It was decided to try that to see how it works.
8. Social Media Policy. RECOMMENDATION: Discussion and action as appropriate. Discussion was around having open comments on social media. If that happens a new policy would have to be drafted on the proper use of open comments, depending on the nature of them. There were two quotes received on varying service levels to provide social media archiving for the City of Berlin,

*which needs to be done because it is considered a public record. After discussion it was decided to table and add to the September council meeting after the audit has been completed.*

9. Strategic Plan process update and online survey. RECOMMENDATION: Discussion and action as appropriate. *Part of the strategic plan is to gather information from our community. Phrasing questions the proper way is very important to get the message clear on what is being asked. A draft survey made up for us by CP2 was looked at and asked if any further questions should be added. The Council was also asked what they felt the best way to get the survey out would be. QR codes could be put on Facebook and the city's website. It could also be put in the paper or distributed on flyers with the QR code.*
10. Adjourn. *Hill made a motion to adjourn the meeting at 8:27pm, with a second by Sorenson. Voice vote carried with 4 ayes. (Two absent)*

Respectfully submitted by Deputy Clerk/Treasurer Deb Thiel

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Budget preparation and financial status update  
**MEETING DATE:** July 1, 2025

**BACKGROUND**

Enclosed please find "Overpayment/Overcharge of Hydrant Rental Fee" and "Initial Budget Notes 2026" documents.

The Overpayment/Overcharge of Hydrant Rental Fee summarizes the repayment of \$277,386.84 from the Water Utility to the City for hydrant rental fees (Public Fire Protection fees) in 2024 and 2025.

The Initial Budget Notes identifies known and anticipated budget shortfalls for 2025 and 2026. Additionally, it is noted that funds may need to be moved into the general fund from other accounts to make sure the City has cash on hand to pay bills (such accounts would be replenished once the funds are collected or taken from reserves.) At this time, the 2024 audit has not been completed.

## Overpayment/Overcharge of Hydrant Rental Fee

TO: Sewer & Water Commission  
Mayor & Common Council  
FROM: Jessi Balcom, City Administrator  
RE: Public Fire Protection fees and Hydrant Rental fee charges

In September of 2023, the City Council adopted Resolution #23-10. This resolution authorized the direct charge of Public Fire Protection (PFP) to Utility customers (rather than having this fee charged through the general property tax).

In 2023, \$247,775 was budget for Hydrant Rental in the General Fund budget. This amount is listed in the resolution in the fifth WHEREAS – “WHEREAS, the Municipality has determined to shift the entire municipal charge amount of \$247,775 to a direct charge on water bills based on an equivalent meter basis”; and hydrant use is listed in the third WHEREAS, “WHEREAS the Utility is authorized by the Wisconsin Public Service Commission (the “PSC”) to recover the cost of providing and maintaining water system infrastructure including but not limited to fire hydrants used for public protection”.

In 2024, \$103,240 was budgeted for Hydrant Rental, as it was anticipated that a portion of the 2024 PFP would be paid through taxes and a portion directly billed (following implementation of the resolution). In 2025, \$0 was budgeted for Hydrant Rental, as the PFP was to be fully collected through the direct billing of utility customers and not through taxes.

In 2024, the PFP was transitioned to the Utility bills in April. This resulted in three months being collected through taxes (and billed as a Hydrant Rental fee to the City – January to March) and nine months being collected through direct billing of the utility customers (April to December). However, the Utility continued to charge the Hydrant Rental fee to the City, and the City continued to pay the fee from April to December of 2024, resulting in an overcharge/overpayment of \$184,041.81.

In 2025, the Utility charged and the City paid the Hydrant Rental fee through May, resulting in an overcharge/overpayment of \$93,345.03 in 2025.

It is believed that this oversight was the result of staff turnover and implementation of new accounting software in 2024. To rectify this overcharge/overpayment, the Utility has reimbursed the City \$277,386.84 (2024 charges of \$245,985.57, less actual charges for January to March 2024 of \$61,943.76, plus 2025 charges of \$93,345.03).

## Initial Budget Notes for 2026

### 2025 Budgeted Deficit (\$456,281)

Approved expenses	\$6,666,834
<u>Anticipated revenues</u>	<u>\$6,210,553</u>
DEFICIT	\$ 456,281

The City started out 2025 with a budgeted deficit of more than \$450,000. It is assumed that these funds were intended to come out of the City's reserve funds, however no revenues were adopted as part of the 2025 budget. The 2024 audit is still underway, once the audit is completed, the City will need to determine from which account to draw these funds. It is anticipated that the 2026 budget (and future budgets) will need to be approved with a much lower deficit (\$0, balanced budget being the near future goal), as utilizing reserve funds will not be sustainable into the future.

### Overruns/Unbudgeted expenses (~\$150,000)

Mountaineering (3<sup>rd</sup> party contractor assisting with financial software conversion)  
Approximately \$22,000 through April 2025 (including general fund and Utility expenses)  
Anticipate approximately \$15,000-\$20,000 total general fund expenses in 2025

Chier Law  
Approximately \$133,600 in unbudgeted legal expenses for 2025  
\$40,746 over total 2024 and 2025 legal expense budget  
+ \$92,827, 10 months of 2025 budgeted legal expenses

### Possible 2026 expense increases ~\$150,000

Employee wages (normally a Cost of Living Adjustment is made annually) COLA currently estimated to be 2.5% by Social Security. For General Fund, non-police employees (not including ambulance or utility employees as these are separate funds, or PD as they are under contract), approximately \$45,000.

Police Department wages (increase per Union contract, including non-union PD), approximately \$47,000.

Employee health insurance costs (assume 10% cost increase for employees in general fund), \$60,000.

Fuel costs – no increase has been estimated at this time.

Utility costs – no increase has been estimated at this time.

**Needed Reserves:**

Riverview Drive construction (previously Oak St) approximately \$750,000

Fire Truck (chasis was borrowed for in 2024 (\$200,000), however \$266,472 of \$466,471.77 (Berlin's portion of \$950,174) of the total cost is not accounted for.

Budgeted deficit and overruns (above)

**Possible Borrowings:**

Pool  
Roads  
Utility projects

**Revenue timing:**

Funds may have to be moved between accounts to supplement the general fund until all revenues come in for the year. This is not uncommon in municipal finances, as many municipal revenues come in at the beginning of the year (Jan/Feb initial tax payments), then trickle in until August (final tax payments) and November (State aids and other State payments received). However, funds will need to be withdrawn from reserve funds to cover the budget deficit, as no revenues are anticipated to be received to replenish the general fund. The plan at this point is to transfer funds from the Capital checking and savings as needed to cover the temporary cashflow issue, then replenish these accounts, taking the final amount needed from reserves.

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Request to Green Lake County for reimbursement increase to Berlin Emergency Medical Service contract in 2026  
**MEETING DATE:** July 1, 2025

**BACKGROUND**

Emergency Medical Services would like to explore the idea of moving EMS employees to Protected status in the WRS system. Protected class is automatically assigned to full-time Police and Fire personnel, but is optional for EMS personnel. The employer share of the WRS contribution for Protected class employees in 2025 is 15.01% of earnings, for Non-protected class employees the rate is 6.95%.

The question as to whether or not Berlin EMS personnel are enrolled in WRS as Protected or Non-protected class personnel is often asked during recruitment efforts by those interested in joining our team. Unfortunately, we have lost qualified personnel to other ambulance services that do enroll their employees as protected class. There are two main advantages to those enrolled as Protected, they are eligible to retire at age 50 and if they were disabled and unable to do their job anymore it would allow them full retirement benefits.

Staff would also like to explore the route of hiring an additional EMT for the EMS crew. The hiring of an additional EMT would allow the EMS Director to devote additional time to handling the day-to-day, big picture and administrative functions of the Department, rather than also serving as a shift lead (working 24 hour shifts and responding to calls as part of the ambulance crew). The Director would move from an hourly to salaried position, typically working Monday-Friday from 7:30AM-4:30PM (but still available to cover on the ambulance if the need arises).

In 2025, the Service Provider Agreement Between the County of Green Lake and Berlin Emergency Medical Service notes a not to exceed reimbursement of expenses less revenues of \$1.8M. The contract dictates that the next year's reimbursement will not be less than the year prior, but increases will be negotiated each calendar year. The proposed compensation amount is to be delivered to the County no later than July 31.

The proposed budget will go before the EMS Committee sometime in the next couple of months. Staff would like to relay a request of an anticipated increase of 3% in wages, 10% in health insurance costs, addition of an EMT position, and an increase to WRS contributions from non-protected class (employer contributions of 6.95% of earnings) to protected class (employer contributions of 15.01% of earnings).

**SUGGESTED MOTION**

Motion to recommend to the Common Council that staff submit a contract reimbursement increase request to Green Lake County which reflects a 3% increase in wages, 10% increase in health insurance costs, the addition of an EMT position, and an increase to WRS contributions from non-protected class to protected class (employer contributions of 15.01% of earnings).



[illegible]

DRAFT Ambulance Budget for Initial Discussions only

Ambulance									
EXPENDITURES									
Account Number in Banyon	Description	Account Number in Accufund	Budgeted 2024	Actual 2024	YTD 5.13.2025	Assumed 2025	DRAFT Budget 2026		
27-52-30001-110	Salaries	600-00-52300-110	\$803,984	\$1,531,796	551008.71	1531800	\$985,296.57		
27-52-30001-112	Overtime	600-00-52300-112	\$578,278	\$0	0	0	\$612,718.97		
27-52-30001-120	Wages	600-00-52300-120	\$50,000	\$13,264	5784.19	15039.496	\$51,500		
27-52-30001-130	Health & Life Insurance	600-00-52300-130	\$235,566	\$203,858	62714.38	203900	\$235,566		
27-52-30001-133	Other Employee Benefits	600-00-52300-133	\$12,438	\$1,250	0	1300	\$12,438		
27-52-30001-160	Public Relations	600-00-52300-160	\$2,000	\$2,863	0	2900	\$2,000		
27-52-30001-190	Personnel Services	600-00-52300-190	\$40,000	\$6,002	2963.45	7705.2782	\$40,000		
27-52-30001-210	Professional Services	600-00-52300-210	\$0	\$60	0	0	\$0		
27-52-30001-220	Utilities	600-00-52300-220	\$15,000	\$5,185	1835.28	5200	\$15,000		
27-52-30001-221	Phone/Data	600-00-52300-221	\$12,000	\$10,333	3487.81	10300	\$12,000		
27-52-30001-240	Repairs & Maintenance	600-00-52300-240	\$0	\$0	0	0	\$0		
27-52-30001-280	Other Contractual Services	600-00-52300-290	\$70,000	\$107,172	38238.47	107200	\$107,200		
27-52-30001-310	Office Supplies	600-00-52300-310	\$3,500	\$1,928	3336.23	8674.545	\$3,500		
27-52-30001-330	Conferences and Training	600-00-52300-330	\$8,000	\$6,804	4488.7	11671.087	\$8,000		
27-52-30001-340	Operating Supplies	600-00-52300-340	\$45,000	\$43,279	15043.94	43300	\$45,000		
27-52-30001-342	POSTAGE	600-00-52300-342	\$500	\$178	0	0	\$500		
27-52-30001-343	Equipment Maintenance	600-00-52300-343	\$8,000	\$244	451.83	1174.805	\$8,000		
27-52-30001-344	Gas, Oil & Other Supplies	600-00-52300-344	\$35,000	\$19,925	6202.9	20000	\$35,000		
27-52-30001-345	Property Services - Vehicles	600-00-52300-345	\$45,000	\$51,855	14011.26	51900	\$45,000		
27-52-30001-380	Equipment & Structures	600-00-52300-380	\$55,000	\$40,967	19668.1	51139.106	\$55,000		
27-52-30001-391	Uniforms	600-00-52300-391	\$5,000	\$4,917	1265.8	4900	\$5,000		
27-52-30001-501	SOCIAL SECURITY	600-00-52300-501	\$88,800	\$91,360	32643.76	91400	\$94,101		
27-52-30001-502	MEDICARE SS	600-00-52300-502	\$20,768	\$21,392	7634.47	21400	\$22,034		
27-52-30001-510	Insurance Premiums	600-00-52300-510	\$51,975	\$0	0	0	\$51,975		
27-52-30001-530	Lease Payment & Rent	600-00-52300-530	\$0	\$11,700	5400	14040.562	\$11,700		
27-52-30001-650	WRF 600	600-00-52300-650	\$95,231	\$98,804	35664.23	98800	\$247,592		
AMBUANCE			\$2,281,040	\$2,275,138	\$811,844	\$2,303,745	\$2,706,121.47		
REVENUES									
	Ambulance Fees	600-00-46230-000		\$459,000	\$192,745	\$502,145	\$550,000		
	Ambulance Service to Towns	600-00-47324-000		\$0	\$600	\$600	\$600		
	Ambulance Service to County	600-00-47324-010		\$1,302,509	\$645,693	\$1,800,000	\$2,155,421.47		
	Donations to Ambulance	600-00-48500-000		\$0	\$1,000	1000	\$100		
REVENUES				\$1,761,509	\$840,038	\$2,303,745	\$2,706,121.47		

DRAFT

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Lakeside Municipal Court Appointment of Temporary Judge and Ordering of a Special Election  
**MEETING DATE:** July 1, 2025

**BACKGROUND**

The Municipal Court Judge has retired and a replacement judge will need to be appointed. At this point, the plan is to have all 23 municipalities that are members of the court adopt a resolution appointing the interim judge by mid July. Tony Damsteegt has accepted the interim judge position. The resolution will be on the July 8 Common Council meeting agenda. It is enclosed for your review.

Following the appointment of the interim judge, all member municipalities will have to hold a special election on December 4 to elect a judge to the remainder of the term (through April 2027). If more than 2 candidates run for the position, a primary will be held in October. No other offices are up for election in November, so this will likely be a very low turnout election (that was not budgeted for). This resolution will also come before the Council on July 8 and is enclosed for your review.

**SUGGESTED MOTION**

Motion to recommend to the Common Council adoption of Resolution 25-06 Appointing a Temporary Municipal Judge for the Lakeside Municipal Court to Fill a Temporary Term Until an Election is Held on November 4.

Motion to recommend to the Common Council adoption of Resolution 25-07 Ordering a Special Election for Municipal Judge of the Lakeside Municipal Court to be Held on November 4, 2025.

## RESOLUTION 25-06

A RESOLUTION APPOINTING A TEMPORARY MUNICIPAL JUDGE FOR THE LAKESIDE MUNICIPAL COURT TO FILL A TEMPORARY TERM UNTIL AN ELECTION IS HELD ON NOVEMBER 4, 2025

*The Common Council of the City of Berlin do resolve as follows:*

**WHEREAS**, the Lakeside Municipal Court serves multiple municipalities, including the CITY OF BERLIN; and

**WHEREAS**, the position of Municipal Judge for the Lakeside Municipal Court has been vacated or otherwise requires temporary appointment to maintain judicial operations; and

**WHEREAS**, the Lakeside Municipal Court Executive Committee has reviewed qualified candidates and has recommended an individual to serve as Temporary Municipal Judge; and

**WHEREAS**, the CITY OF BERLIN supports the recommendation of the Lakeside Municipal Court Executive Committee to ensure continuity of court functions and fair administration of justice;

**NOW, THEREFORE, BE IT RESOLVED** by the *Common Council of the City of Berlin*, Green Lake and Waushara Counties, Wisconsin, as follows:

1. **Appointment:** The CITY OF BERLIN hereby appoints **Troy Damsteegt** as Temporary Municipal Judge for the Lakeside Municipal Court, in accordance with the recommendation made by the Lakeside Municipal Court Executive Committee.
2. **Term of Appointment:** This appointment shall become effective on or before August 1, 2025 as mutually agreed upon by Troy Damsteegt and the Lakeside Municipal Court Office and shall continue until a duly elected Municipal Judge assumes office following the general election to be held on **November 4, 2025**, and the subsequent certification of election results.
3. **Authority:** The Temporary Municipal Judge shall have all powers, duties, and responsibilities granted under Wisconsin law and local ordinances applicable to the Municipal Court.
4. **Filing and Distribution:** A copy of this Resolution shall be filed with the Lakeside Municipal Court and distributed to all participating municipalities.

Adopted this 8th day of July, 2025.

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

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

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_

## RESOLUTION 25-07

### A RESOLUTION ORDERING A SPECIAL ELECTION FOR MUNICIPAL JUDGE OF THE LAKESIDE MUNICIPAL COURT TO BE HELD ON NOVEMBER 4, 2025

*The Common Council of the City of Berlin do resolve as follows:*

**WHEREAS**, a vacancy exists in the office of Municipal Judge for the Lakeside Municipal Court; and

**WHEREAS**, Wisconsin Statutes § 8.50(4)(fm) authorize the governing body of a municipality to order a special election to fill a vacancy in the office of municipal judge; and

**WHEREAS**, the Common Council of the City of Berlin deems it necessary to fill the vacancy in the office of Municipal Judge for the Lakeside Municipal Court;

**NOW, THEREFORE, BE IT RESOLVED** by the COMMON COUNCIL of the City of Berlin, Green Lake and Waushara County , Wisconsin, as follows:

1. Order of Special Election: A special election is hereby ordered to be held on November 4, 2025, for the purpose of electing a Municipal Judge for the Lakeside Municipal Court.
2. Notice of Election: The Fond du Lac County Clerk is directed to provide notice of the special election as required by Wisconsin Statutes 8.50(1)(b).
3. Filing of Candidacy: Candidates for the office of Municipal Judge shall file their declarations of candidacy with the Fond du Lac County Clerk no later than 5:00 p.m. on September 9, 2025, in accordance with Wisconsin Statutes 8.05.
4. Ballot Preparation: The Fond du Lac County Clerk is authorized and directed to prepare and distribute ballots for the special election in accordance with Wisconsin Statutes 5.60.
5. Conduct of Election: The special election shall be conducted in accordance with all applicable provisions of Wisconsin law governing the conduct of municipal elections.

Adopted this 8th day of July, 2025.

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

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

Aye \_\_\_\_\_  
Nay \_\_\_\_\_  
Abstain \_\_\_\_\_

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Audit RFP  
**MEETING DATE:** July 1, 2025

**BACKGROUND**

The City of Berlin has been utilizing the services of Hawkins Ash CPAs, LLP, for completion of the City's annual audit since 2004. Hawkins Ash has provided a Memorandum of Understanding (MOU) to complete the City's annual audit for the next three years (2025-2027).

Staff appreciates the service provided to the city by Hawkins Ash over the past 20 years. However, it is considered a good practice to go out to RFP (Request for Proposals) every five years (at the end of a contract) for professional auditing services. The following was taken from <https://www.gfoa.org/materials/audit-procurement> on June 19 (GFOA is the Government Finance Officers Association):

- Governmental entities should enter into multiyear agreements of at least five years in duration when obtaining the services of independent auditors. Such multiyear agreements can take a variety of different forms (e.g., a series of single-year contracts), consistent with applicable legal requirements. Such agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit. Multiyear agreements can also help to reduce audit costs by allowing auditors to recover certain "startup" costs over several years, rather than over a single year.
- Governmental entities should undertake a full-scale competitive process for the selection of independent auditors at the end of the term of each audit contract, consistent with applicable legal requirements. While there is some belief that auditor independence is enhanced by a policy requiring that the independent audit firm be replaced at the end of each multiyear agreement, unfortunately, the frequent lack of competition among audit firms fully qualified to perform public-sector audits could make a policy of mandatory audit firm rotation counterproductive. In such cases, it is recommended that a governmental entity actively seek the participation of all qualified firms, including the current auditors, assuming that the past performance of the current auditors has proven satisfactory. Where audit firm rotation does not result from this process, governments may consider requesting that senior engagement staff, such as engagement partners and senior managers, be rotated to provide a fresh perspective. Except in cases where a multiyear agreement has taken the form of a series of single-year contracts, a contractual provision for the automatic renewal of the audit contract (e.g., an automatic second term for the auditor upon satisfactory performance) is inconsistent with this recommendation.

Enclosed please find a draft RFP document. Staff utilized the RFP recently put out by the Village of Sussex as a template for this document. Also enclosed is the MOU from Hawkins Ash for auditing services through 2027.

Staff is looking for direction from Council as to whether an RFP should be issued for professional auditing services for the years 2025-2029. If the City issues an RFP, Hawkins Ash would be invited to submit a proposal.

**SUGGESTED MOTION**

Motion to recommend to the Common Council to issue an RFP for Professional Auditing Services for 2025-2029.



# **City of Berlin, Wisconsin**

## **Request for Proposals for Professional Auditing Services**

108 N. Capron Street  
PO Box 272  
Berlin, WI 54923

**DATE**



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## A. Purpose of Request

The City of Belrin, Wisconsin (City) is requesting proposals for the purpose of retaining a certified public accounting firm (Firm) to audit the City's financial records. The term of the contract with the successful Firm shall be for the audit of the City's financial records for **five** successive fiscal years beginning with the year ending December 31, 2025.

Any inquiries/clarifications concerning the request for proposal should be directed in writing to the City Administrator/Clerk/Treasurer, via e-mail at [cityadministrator@cityofberlin.wi.gov](mailto:cityadministrator@cityofberlin.wi.gov) and should be received no later than the date specified in the time schedule. No information provided verbally, or by any other personnel, will be considered binding. All respondents should use this written document and its attachments as the sole basis for proposal at this time.

The City prohibits communication initiated by the respondent to any City official, representative from another entity or employee evaluating or considering the proposals, prior to the time a decision has been made.

This RFP seeks professional services, and statutory bidding laws do not apply.

## B. Time Schedule

The City intends to use the following timetable for evaluation and selection of an auditing firm:

<b>August 22, 2025</b>	Send out request for proposal
<b>September 15, 2025</b>	Deadline for submission of questions from firms
<b>October 20, 2025</b>	Deadline for receipt of proposals by the City <b><u>No responses will be accepted after this date</u></b>
<b>November 11, 2025</b>	City Council award contract with Auditing Firm

## C. Instructions to Auditing Firms

1. All responses must be addressed to, and mailed or delivered to:

City of Berlin  
108 N. Capron Street  
PO Box 272  
Berlin, WI 54923

2. All proposals must be in writing, must be in a sealed envelope and clearly marked in the lower left corner: "Auditing Services Proposals." **All proposals must be received by 12:00 PM on **October 20, 2025**. Proposals received after that date and time will be rejected.** Proposals will not be opened publicly.

3. All attachments, additional pages, addenda or explanations supplied by the Firm with this proposal will be considered as part of the proposal response. If an oral presentation or interview is required of selected finalists, it shall be at the respondent's expense. An award may be made without discussion with the respondents. Therefore, respondents are cautioned that proposals should be submitted initially on the most favorable terms, from both a technical and cost standpoint.
4. One (1) original and two (2) copies of each technical proposal must be provided. In addition, one (1) original and one (1) copy of the cost proposal must be provided in a separate envelope from the technical proposal.
5. The City will notify the Firm selected by **November 24, 2025**.
6. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City of Berlin to do so. The Village may require the Firm selected to participate in negotiations, and to submit such price, technical or other revisions in their proposal as may result from negotiations.
7. No official or employee on the evaluation committee shall have any financial interest, either direct or indirect, in the contract. No official or employee of the evaluation committee shall exercise any undue influence in the awarding of the contract.
8. Amendment of proposals may be done as follows:
  - a. **By City:** Proposals may be amended by the City in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Amendments will be posted to the City of Berlin's website at: [www.cityofberlin.net](http://www.cityofberlin.net)
  - b. It is the responsibility of prospective Firms to check this website for any future amendments, questions, revisions, etc., prior to the opening date. **All amendments must be acknowledged in the transmittal letter.** Failure to do so may result in your response being rejected.
  - c. **By Firm:** Proposals may only be amended after receipt by the City by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the City.
9. A response that includes contractual terms and conditions that do not conform to the contractual terms and conditions in the RFP document is subject to rejection as nonresponsive. The City reserves the right to permit the respondent to withdraw nonconforming terms and conditions from its response or negotiate changes to the contractual requirements prior to taking a determination of responsiveness.
10. An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same Firm, which differs in some degree from its prime proposal. The City may consider or reject any or all alternate proposals submitted.



11. Proposals may be withdrawn only in total, and only by a written request to the City prior to the time and date scheduled for opening of proposals.

#### **D. Description of Entity and Records to be Audited**

The City of Berlin is located in Green Lake and Waushara Counties in Wisconsin. Incorporated in 1857, the City of Berlin covers about 6.4 square miles and has a population of about 5,500. The City operates under the Mayor-Council form of government. The Mayor is elected to serve a two year term and serves as the chief executive. The six alderpersons serve staggered two year terms. The City Administrator is appointed by the Common Council and oversees the day to day operations. Berlin provides a full range of services typical of municipal governments, including police, fire and emergency medical protection; public works activities such as highway and street maintenance, refuse and recycling collection (contracted), water utility, wastewater treatment services, and stormwater utility; parks activities; community development activities including planning and zoning enforcement, and economic development; and general and financial administration. The City maintains an A1 rating from Moody's Investor's Service, Inc.

Other pertinent information is as follows:

- Appendix A contains information regarding all the funds and budgets of the City and the Library.
- The City of Berlin had a total payroll of about \$4.1 million for 2024 covering about 55 permanent full-time employees, about 23 firefighters (volunteer), Mayor and 6 Common Council members, numerous committee members, and poll workers.
- The City participates in the Wisconsin Retirement System, a cost-sharing multi- employer public employee retirement system covering all eligible employees.
- The 2024 audit report of the City of Berlin is available on the City website.
- In 2024 a transition was made to Accufund as its primary accounting software. The current modules that are currently used in Accufund include the following: Accounts Payable, Accounts Receivable, Cash Receipting, General Ledger, Payroll, and Utility Management.

## E. Basis of Accounting

The City follows generally accepted accounting principles as applicable to governmental units in the preparation of its financial statements. The modified accrual basis of accounting is used for all governmental funds. The accrual basis is used for all proprietary funds.

Expenditure and expense transactions are generally recorded as incurred during the year. Fixed asset changes and depreciation are recorded as year-end adjustments by city staff. Revenues are generally recorded during the year on a cash basis and adjusted to accrual at year-end by city staff. The notes to the financial statements include a summary of significant accounting policies.

## F. Scope of Audit

The audit shall cover the entire financial operation of the City and the Library as needed to be included in the City audit as a component unit and must be performed in accordance with generally accepted auditing standards as contained in the U.S. General Accounting Office Governmental Auditing Standards and the American Institute of Certified Public Accountants Industry Audit Guide, Audits of State and Local Governmental Units.

It will be the responsibility of the Auditor to prepare separate financial statements, schedules and associated notes for the City and the Sewer Utility, as well as the State Financial Report Form C and the Wisconsin Public Service Annual Report for the Berlin Water Utility. The audit shall include an annual examination of the City's financial statements for the years ending December 31, 2025, 2026, 2027, 2028, and 2029. An opinion will be expressed based on the examination of all individual funds and fund types.

The City presently does not anticipate the need for a single audit through the term of this contract. Should the City receive federal and /or state financial assistance that would require a single audit to be performed; the City will negotiate the necessary fees with the Firm based on the hourly rates for the applicable year per the Firm's cost proposal.

The City has five open TIF Districts, TIF 001E, TIF 002E, TIF 15, TIF 16 and TIF 17. As part of this contract the City may desire to have the Firm providing the annual audit services perform a one-time TIF audit as part of its procedures if deemed necessary based on audit requirements set by the state of Wisconsin. Therefore, proposing firms should include a separate estimated hours and fees for performing the TIF audit(s) as part of the technical and cost proposals.

In addition to the above, the Firm will:

The Auditor shall submit to the City the following reports:

- a. Financial statement and an Independent Auditors' Report on the basic financial statements
- b. Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- c. Independent Auditors' Report on Communication With Those Charged With Governance
- d. Independent Auditors' Report on Management Advisory Comments (if applicable)
- e. Independent Accountants' Compilation Report on the WDOR Financial Report
- f. Independent Accountants' Compilation Report on the Annual Report to the Public Service Commission of Wisconsin (PSC)
- g. Irregularities and illegal acts (if applicable)
- h. Audit exit conference on last day of field work to review preliminary audit results
- i. City Council presentation, if requested

1. Issue the following reports following the completion of the audit of the fiscal year's financial statements.
  - A report on the fair presentation of the financial statements in conformity with generally

- accepted accounting principles.
- Management letter.

In the management letter, the auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

Reportable conditions that are also material weaknesses shall be identified as such in the report.

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware.

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2. Attend meetings of the Common Council as may be required. Drafts of the financial statements must be provided to the City Administrator/Clerk/Treasurer a week before the meeting date for review.
3. If necessary, prepare an annual single audit report and express an opinion thereon, for the years ending December 31, 2025, 2026, 2027, 2028, and 2029 as required by the Federal Office of Management and Budget Circular A-133 and the State of Wisconsin Single Audit Guidelines.
4. Provide the following number of copies of reports:
 

Audit report	13
Single Audit (if necessary)	13
Management letter	13
Sewer audit report	15
TIF Dist #001E Report (if necessary)	15
TIF Dist #002E Report (if necessary)	15
TIF Dist #15 Report (if necessary)	15
TIF Dist #16 Report (if necessary)	15
TIF Dist #17 Report (if necessary)	15

In addition, electronic versions of all reports will be required.
5. The work completion schedule includes the following deadlines for each fiscal year audited:
 

Preliminary fieldwork	Mid February
Final fieldwork	Early April
Draft reports completed	Late May or early June
Attend City Council meeting	June(second Tuesday)
6. The City of Berlin may prepare one or more official statements in connection with the sale of debt securities which will contain the general purpose financial statements and the auditor's report thereon. The auditor shall be required, if requested by the fiscal advisor and/or the underwriter, to provide consent to use the general purpose financial statements in the financing document.

#### **G. Assistance Available to Selected Firm**

The City has been audited by HawkinsAsh CPA for the past 20 years, ended December 31, 2024. The City has received an unqualified audit opinion in each of those years.

The primary contacts for the audit will be the City Administrator and her staff. Other City staff will be available to provide information and explanations as required. Appendix B contains a copy of the organizational chart for the City. City employees will complete and provide audit workpapers in an electronic format. All reports, footnotes, and management's discussion and analysis will also be provided to the auditors in an electronic format.

The City will provide adequate office space, office furniture, photocopying, and telephone at no cost to the auditor.

## **H. Terms and Conditions**

### Insurance

All proposals must include either a description of the Firm's insurance or a certificate of insurance outlining the Firm's insurance policies which evidence a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof. The City's minimum requirement for errors and omissions coverage is \$2,000,000. The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such insurance shall be primary. Prior to execution of the written contract, the successful Firm shall furnish the City with a Certificate of Insurance listing the City as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement.

Failure to submit an insurance certificate, as required, can make the contract voidable at the City's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by the City of Berlin.

### Applicable Law

Any law suits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Green Lake County, Wisconsin, and the City and successful Firm shall submit to the jurisdiction of the Circuit Court for such lawsuits.

### Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

### Assignment or Subcontract

This contract may not be assigned or subcontracted by the Firm without the written consent of the City.

### Independent Contractor Status

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

### Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

### Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.



#### Indemnification and Defense of Suits

The Firm agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the Firm, its employees, agents or subcontractors.

#### Contract Period

The term of this contract shall commence no later than January 1, 2026. The contract will be for **five (5) years**.

#### Termination of Contract for Cause

If through any cause, the Firm shall fail to fulfill in a timely and proper manner the obligations under this contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Firm specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Firm under this contract shall, at the option of the city, become the property of the City of Berlin.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Firm, and the City may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due to the City from the Firm is determined.

#### Auditor Access

All parties contracting with the City, shall upon request, provide access to and furnish the City auditors with requested information, records and reports regarding powers, duties, activities, organization, property, financial transactions, methods of operation, or any and all other records, reports or information in their custody. In addition, they shall provide access for the auditors to inspect all property, equipment and facilities within their custody.

#### Working Papers

Audit working papers must be retained for at least seven years from the final year of the audit engagement and be made available for examination by authorized representatives of the cognizant federal or state audit agencies, General Accounting Office, the City, successor auditors (if appointed), and/or any other parties authorized by the City of Berlin.

### **I. Technical Proposal Requirements and Proposal Format**

In order for the committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals **must** be submitted according to this format. Each proposal should be bound, include a table of contents and be separated by section and tabbed with the proposal heading. **NOTE: There are to be no costs/fees included in the technical proposal.**

Your proposal should provide a straightforward, concise description of the proposed delivery of services and your ability to achieve the same in the format provided. Emphasis should be on completeness and clarity. Unnecessarily elaborate brochures, artwork or other presentations beyond that sufficient to present a complete and effective proposal **is not desired**.

### Title Page

The proposal should identify the subject, the name of the Firm, address, telephone number, fax number, e-mail address, name and title of the contact person, and the date of submission. The response should confirm that the proposal is effective for ninety (90) days from the date submitted.

### Table of Contents

The table of contents of the proposal should include a clear and complete identification of the material submitted by section and page number.

### Letter of Transmittal

The letter of transmittal should summarize the following information:

1. A brief understanding of the services to be performed.
2. A positive commitment to perform the services as specified.
3. The name(s) of the person(s) authorized to represent the Firm; their title, address, telephone number, fax number and e-mail address if different from the individual who signs the transmittal letter.

### Certification of License to Practice in Wisconsin

Firm must affirm that they are licensed to practice as Certified Public Accountants in the State of Wisconsin. Firm must also affirm that they do not have a history of substandard work.

### Certification of Independence

Firm must certify that the firm, partners and all staff members assigned to the engagement are free from impairments to independence with respect to the City of Berlin, as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. Firm must commit to maintaining an independent attitude and appearance through the full term of the engagement.

### **A. Profile of the Firm**

This section should include information on:

1. The type of organization and size of the Firm.
2. The location of the office from which the work is to be performed, and the number of partners, managers, supervisors, seniors and other professional staff employed at that office.
3. The length of time the Firm has been in existence, as well as the length of time the Firm has been performing audits of local governments.

### **B. Firm's Qualifications**

This section should include the following:

1. Resumes of all key staff members to be assigned to the engagement. The resumes should include experience and educational information relative to the work proposed. In addition, list detailed time commitments of all key staff members. The Firm shall not

replace any key staff member without approval of the City, whose approval will not be reasonably withheld. The resumes may be included as an appendix.

2. Description of the Firm's recent experience with local government audits of local government clients similar to that being requested. Provide references from at least three prior clients, including the names, titles, addresses, telephone numbers and e-mail addresses of key client staff members.
3. Information regarding the Firm's participation in or with the Government Finance Officers Association, Governmental Accounting Standards Board, American Institute of Certified Public Accountants, Wisconsin Institute of Certified Public Accountants, government accounting forums, government cognizant agencies and other organizations.
4. A description of the Firm's quality control procedures and audit review process.
5. Any other information relevant to the Firm's qualifications for the proposed engagement. This could include library or research facilities, specialized technical expertise, IT resources, etc.
6. The Firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three years. In addition, the Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three years with state regulatory bodies or professional organizations.

#### **C. Firm's Approach to the Examination**

1. An outline of the work plan for the audit, including the following:
  - a. A description of the basic audit program.
  - b. Use of statistical sampling.
  - c. Use of technical specialists
  - d. Organization of audit team and approximate percentage of time spent on audit.
  - e. Sample management letter.
  - f. Typical assistance expected from government's staff.
  - g. Tentative schedule for completing audit within the time required
2. An outline of the estimated hours for each segment of the engagement, in the following format:

	2025	2026	2027	2028	2029
	Hours	Hours	Hours	Hours	Hours
Segment (City, Library, Water Utility, Sewer Utility, TIF)					
Partner					
Manager					
Supervisor					
Senior					
Staff					

## J. Cost Proposal

The cost portion must be provided as a separate document from the technical proposal. It will be scored separately and not opened nor considered by the reviewers until the technical evaluation is completed. Do not make references to costs anywhere else in the proposal.

The cost proposal should include a "not to exceed" fee for each year, inclusive of all costs. This will be the cost to be used in determining point scores for cost evaluation purposes. Any special projects outside the scope of this request would be negotiated separately.

The dollar cost proposal for reoccurring audits should be prepared in the following format:

	2025	2026	2027	2028	2029
	<u>Audit</u>	<u>Audit</u>	<u>Audit</u>	<u>Audit</u>	<u>Audit</u>
City General Audit					
(all funds except utilities)					
Water Utility					
Sewer Utility					
Stormwater Utility					
Sub-total of Costs					
Library as a component unit					
 Total Costs					

In addition to the reoccurring audits above, also provide the cost for a one-time audit of the TIF Districts, year to be determined, if at all:

	One-Time <u>Audit</u>
TIF 001E	
TIF 002E	
TIF 15	
TIF 16	
TIF 17	

A schedule of rates for each staff category should be provided by year in the following format:

	2025	2026	2027	2028	2029
	Hours	Hours	Hours	Hours	Hours
Category:					
Partner					
Manager					
Supervisor					
Senior					
Staff					

## K. Evaluation of Proposals

The following factors will be considered in evaluating the proposals:

- |   |                      |
|---|----------------------|
| 1. The completeness of the proposal, including scope, approach and detailed work plan.  | 0 - 20 points        |
| 2. Firm experience in auditing local governmental units, OMB Circular A-133 audits, GASB 34, etc. Governmental references will also be considered here.                           | 0 - 30 points        |
| 3. Qualifications of staff members that would be assigned to the audit. Education, position in the firm, years and type of experience as shown on the resumes will be considered. | 0 - 25 points        |
| 4. Cost   | <u>0 - 25 points</u> |
| Maximum total points  | 100 points           |

## L. Other Considerations

Factors which include, but are not limited to, quantity involved, time of completion, purpose for which required, competency and financial capacity of Firm, ability to render satisfactory service and past performance will be considered in determining status as a responsible Firm. The City reserves the right to request additional information as may reasonably be required to make this determination and to further investigate the qualifications of the respondent as deemed appropriate.

## M. Professional Service Contract

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the Firm's technical and price proposals, and any other written offers/clarifications made by the Firm and accepted by the City, will be incorporated into a contract between the City and the Firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Common Council, execution of the contract by the proper City officials, and delivery of the fully-executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful Firm. The contract may be amended only by written agreement between the Firm and the City of Berlin.

**The final contract must include the following language:**

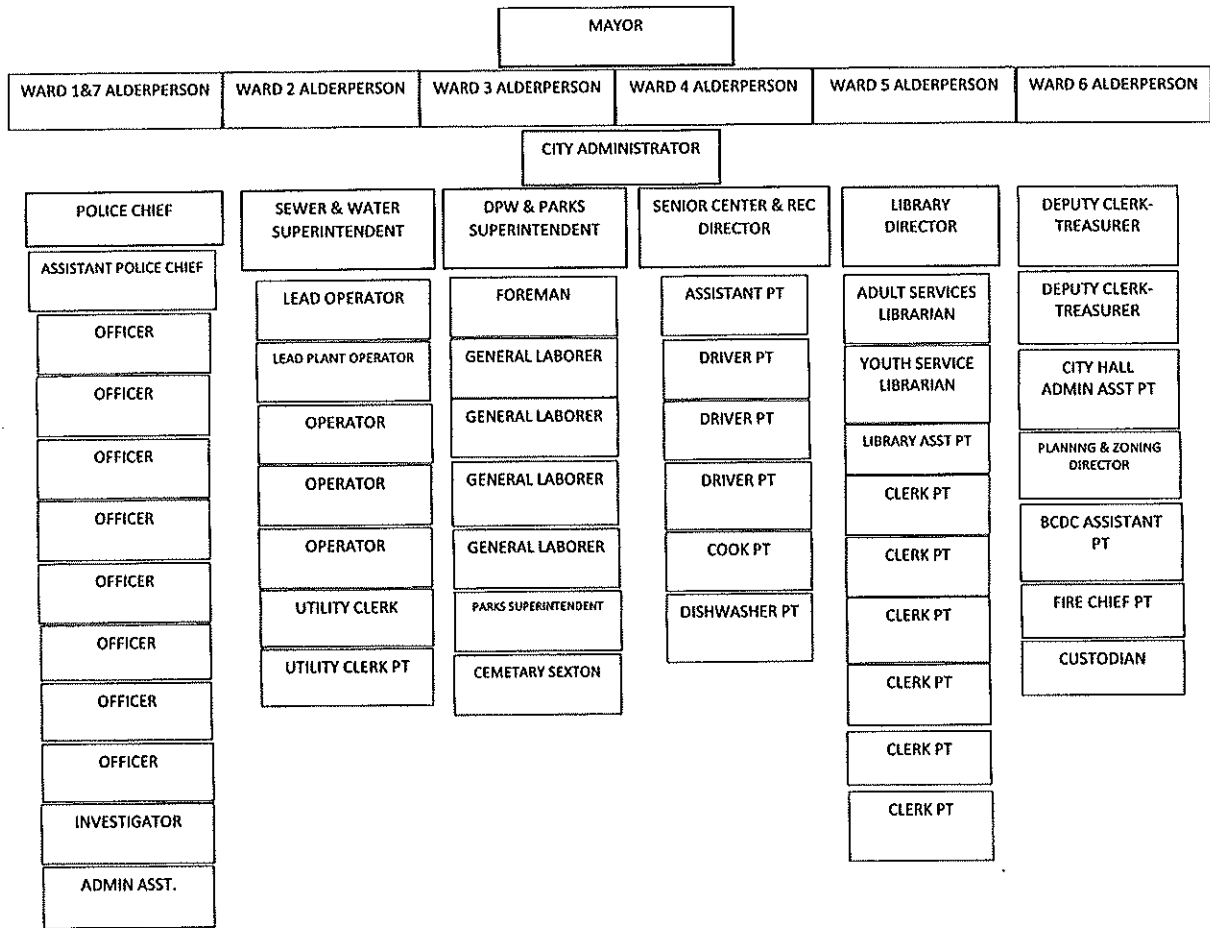
"6.5 Public Records Notice. Owner and Auditor recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of software copyright and licensing rights. To ensure that applicable laws are followed, both with regard to private software ownership rights, and with regard to public records laws, Owner and Auditor agree as follows. When Owner receives public records requests for matters that Owner believes might be proprietary or subject to copyright, Owner will notify Auditor of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Auditor shall either provide Owner with the record that is requested, for release to the requestor; or Auditor shall advise Owner that Auditor objects to the release of the requested information, and the basis for the objection. If for any reason Owner concludes that Owner is obligated to provide a record to a requestor that is in Auditor's possession, Auditor shall provide such records to Owner immediately upon Owner's request. Auditor shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Auditor shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the Owner, its officers, agents, employees and independent contractors growing out of (i) Owner's denial of a records request, based upon objections made by Auditor, or (ii) Auditor's failure to provide records to Owner upon Owner's request; or (iii) Owner's charges made to a records requestor, based upon reimbursement of costs Auditor charged to Owner in responding to a records request; or (iv) Owner's lack of timely response to a records request, following Auditor's failure to timely respond to Owner as required herein; or (v) Owner's provision of records to a requestor that were provided to Owner by Auditor in response to a records request. Auditor's claims of copyright or any other confidentiality claims shall be waived such that Owner may provide all requested documents, programs, data, and other records to the requestor, upon failure by Auditor to defend, indemnify or hold harmless the Owner as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records."

## Appendix A

	2024 Budget	2025 Budget
The City accounts for the following funds:		
General Fund	\$ 35,388,396	\$ 32,833,318
Designated General Fund	N/A	N/A
Special Revenue Funds:		
Park Fund	N/A	N/A
Recreation Scholarship Fund	N/A	N/A
Cemetery Fund	\$ 30,000	\$ 30,000
Revolving Loan Fund	\$ 2,258,642	\$ 2,258,642
Debt Service Funds:		
General Debt Service	\$ 9,427,547	\$ 9,572,021
TIF #15 Debt Service	\$ 721,558	\$ 998,136
Capital Projects Fund		
	\$ 6,658,962	\$ 5,021,666
TIF #01E Capital Projects Fund	\$ 64,267	\$ 210,843
TIF #02E Capital Projects Fund	\$ 50,908	\$ 200,726
Enterprise Funds:		
Water Utility	\$ 34,011,715	\$ 32,659,014
Sewer Utility	\$ 25,785,391	\$ 25,350,932
Fiduciary Funds		
Property Tax Agency Fund	N/A	N/A

# City of Berlin Organizational Chart





**CITY OF BERLIN**  
**MEMORANDUM OF UNDERSTANDING**  
**FOR THE YEARS ENDING**  
**DECEMBER 31, 2025, 2026, AND 2027**



## MEMORANDUM OF UNDERSTANDING

### 1. AGREEMENT

This agreement is entered into on June 18, 2025, between the City of Berlin, hereafter referred to as the City, and Hawkins Ash CPAs, LLP, hereafter referred to as the Auditor. The parties agree as follows:

### 2. SCOPE OF WORK

A) The Auditor shall perform an audit of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the City as of, and for the years ended December 31, 2025, 2026, and 2027. The purpose of our audits is to enable us to express our opinion on the basic financial statements. We will conduct our audits in accordance with auditing standards generally accepted in the United States of America, and *Government Auditing Standards*.

No audit can give absolute assurance that errors and irregularities will be detected. If conditions are discovered that lead us to believe that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, we will promptly inform management.

B) The Auditor will compile the Wisconsin Department of Revenue (WDOR) Financial Report and the Annual Report to the Public Service Commission.

### 3. REPORTS

The Auditor shall submit to the City the following reports:

- (a) Financial statement and an Independent Auditors' Report on the basic financial statements
- (b) Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*
- (c) Independent Auditors' Report on Communication With Those Charged With Governance
- (d) Independent Auditors' Report on Management Advisory Comments (if applicable)
- (e) Independent Accountants' Compilation Report on the WDOR Financial Report
- (f) Independent Accountants' Compilation Report on the Annual Report to the Public Service Commission of Wisconsin (PSC)
- (g) Irregularities and illegal acts (if applicable)
- (h) Audit exit conference on last day of field work to review preliminary audit results
- (i) City Council presentation, if requested

### 4. COMPENSATION AND TERMS OF PAYMENT

The fees for the services as described above will be:

	<u>2025</u>	
City	\$	22,130
TID #01E		200
TID #02E		200
TID #10		200
TID #15		200
Water		7,310
Sewer		7,310
WDOR Financial Report		950
Annual PSC Report		2,580
	\$	<u>41,080</u>

TID Compliance Audit (if required)	\$	4,725
Single Audit (if required)	\$	3,990

	<u>2026</u>	
City	\$	23,240
TID #01E		210
TID #02E		210
TID #10		210
TID #15		210
Water		7,680
Sewer		7,680
WDOR Financial Report		1,000
Annual PSC Report		2,710
	\$	<u>43,150</u>

TID Compliance Audit (if required)	\$	4,960
Single Audit (if required)	\$	4,190

	<u>2027</u>	
City	\$	24,400
TID #01E		220
TID #02E		220
TID #10		220
TID #15		220
Water		8,060
Sewer		8,060
WDOR Financial Report		1,050
Annual PSC Report		2,850
	\$	<u>45,300</u>

TID Compliance Audit (if required)	\$	5,210
Single Audit (if required)	\$	4,400

If applicable, maintaining lease schedules and SBITA schedules will be billed at our standard hourly rate. There will also be a per lease or SBITA charge for LeaseCrunch.

Routine questions throughout the year are included in the above fees. Meetings and research/consultation (which is substantial in nature) and accounting services (including, but not limited to reconciliation of accounts and preparation of requested schedules not completed at the

start of fieldwork) will be billed at our standard rates. The above fees do not include additional services which may occur from bank confirmation fees, grants, construction projects, debt, changes in personnel, changes imposed by regulators, implementation of Governmental Accounting Standards Board statements or revisions to generally accepted governmental auditing standards.

The Auditor will submit bills as work progresses and as expenses are incurred.

5. PARTNER IN CHARGE

A partner of the Firm, all of whom are Certified Public Accountants, will be in charge of all work performed and is responsible for all aspects of this engagement.

Sincerely,

HAWKINS ASH CPAS, LLP

Handwritten signature of Kevin Behnke, CPA in cursive script.

Kevin Behnke, Partner

RESPONSE:

The City of Berlin accepts your Memorandum of Understanding for the three year engagement.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Strategic Plan Update  
**MEETING DATE:** July 1, 2025

**BACKGROUND**

The City of Berlin Strategic Planning Engagement Survey has been launched. Staff is working to get the link and QR code out so that people can start responding to the survey. It is on the webpage and Facebook, and we plan to put together a flier and get the information to the paper.

Please spread the word!



<https://www.surveymonkey.com/r/BerlinWI>