

COMMITTEE OF THE WHOLE MEETING AGENDA
AUGUST 5, 2025 7:00PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR
MEETING IS OPEN TO THE PUBLIC AND IS HANDICAPPED ACCESSIBLE
CITY MEETINGS CAN BE WATCHED LIVE OR RECORDED
ON THE CITY OF BERLIN YOUTUBE PAGE @CITYOFBERLIN5623

1. 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 July 1, 2025 Committee of the Whole meeting.
5. Strategic Planning Session with CP2. RECOMMENDATION: Discussion and action as appropriate.
 - Review of Strategic Plan Community Survey
6. Review of Garbage and Recycling contract with Waste Management of Wisconsin. RECOMMENDATION: Discussion and action as appropriate.
7. Tax Increment District #17 vacant lot development incentive program. RECOMMENDATION: Discussion and action as appropriate.
8. Municipal Vehicle Registration Fee (Wheel Tax) discussion. RECOMMENDATION: Review and recommend creation of Ordinance #08-25 Establishing a Municipal Vehicle Registration Fee of \$25 for Vehicles Kept Within the City of Berlin.
9. Adoption of Green Lake County Hazard Mitigation Plan. RECOMMENDATION: Review and recommend adoption of Resolution #25-08 Adopting the Green Lake County Hazard Mitigation Plan.
10. WIS 91 (WIS 49 South to Berlin, Green Lake County) 2029 DOT project discussion of detour and 30% Plan Review. RECOMMENDATION: Discuss and recommend plans.
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

JULY 1, 2025 7:00PM

COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

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1. Call to order/Roll Call at 7:00 by Mayor Burgess. Present were Alderpersons Boeck, Hill, Przybyl, Sorenson, and Stobbe. Absent/excused was Alderperson 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 June 3, 2025 Committee of the Whole meeting. Alderperson Hill made a motion to approve the minutes from the June 3, 2025 Committee of the Whole meeting, with a second made by Alderperson Przybyl. Voice vote carried with five ayes. (One absent.)
5. Budget preparation and financial status update. RECOMMENDATION: Discussion and action as appropriate. City Administrator Balcom updated the council on the hydrant rental fee bill and public fire protection over bill and over payment. The water utility has reimbursed the city for this error. City Administrator Balcom discussed the city's budget deficit of approximately \$456,00 and current overruns including attorney fees. The current audit is incomplete due to software and personnel changes. The audit is anticipated to be completed in September. City Administrator Balcom updated the council on the creation of a Capital Improvement Plan. City Administrator Balcom discussed possible budget increases including employee wages, union contracts, health insurance, fuel and utility costs, Riverview Drive/Oak Street, the new fire truck, and pool operations. City Administrator Balcom discussed possible revenue sources including a recycling fee shift from the levy to a special charge and a wheel tax. The council discussed both the recycling shift and the wheel tax. A motion was made by Alderperson Boeck to send a wheel tax discussion to Common Council on July 8, 2025, with a second made by Alderperson Przybyl. Voice vote carried with five ayes. (One absent.)
6. Request to Green Lake County for Reimbursement Increase to Berlin EMS contract in 2026. RECOMMENDATION: Discussion and action as appropriate. Evan Vandenlangenberg, Director of EMS, discussed a proposal to change the current EMS employees to protected status in the WRS system. This would be a request to Green Lake County. This change would help with recruitment; It would change the minimum age of retirement from 55 to 52, if EMS was hurt on the job they could retire with benefits at any age, and increase retirement savings paid by the employer. Additionally, Vandenlangenberg suggested adding another EMT. Vandenlangenberg is both the EMS Chief and a full time EMT, and he is working on off days to complete the EMS administration duties due to having to be on the road as an EMT. Alderperson Hill made a motion to make a request to Green Lake County for the Reimbursement Increase as requested from the Chief to Berlin EMS contract in 2026, with a second made by Alderperson Sorenson. Voice vote carried with five ayes. (One absent.)

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. *Alderperson Przybyl made a motion to recommend to council approval 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, 2025, with a second made by Alderperson Stobbe. Voice vote carried with five ayes. (One absent.)*
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. *Alderperson Przybyl made a motion to recommend to council approval of Resolution #25-07 Ordering a Special Election for Municipal Judge of the Lakeside Municipal Court to be Held on November 4, 2025, with a second made by Alderperson Stobbe. Voice vote carried with five ayes. (One absent.)*
9. Request for Proposal for Auditing Services. RECOMMENDATION: Discussion and action as appropriate. *Alderperson Hill made a motion to recommend to Common Council to issue a Request for Proposal for Auditing Services, with a second made by Alderperson Sorenson. Voice vote carried with five ayes. (One absent.)*
10. Strategic Plan update. RECOMMENDATION: Discussion and action as appropriate. *Discussion: Update that 79 surveys have been completed. A promo flyer has been created and will be sent to members of the council. City Administrator Balcom said that she would have the survey QR code sent to The Berlin Journal and The Billboard newspapers. The results of the survey will be available at the August Committee of the Whole meeting.*
11. Adjourn. *Alderperson Przybyl made a motion to adjourn the meeting at 8:18 pm, with a second by Alderperson Stobbe. Voice vote carried with five ayes. (One absent.)*

Respectfully submitted by
Brittani Majeskie, Deputy Clerk-Treasurer

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Strategic Planning Session with CP2
MEETING DATE: August 5, 2025

BACKGROUND

Cory Plasch of CP2 will review the survey data from the Communitywide Strategic Planning survey that was conducted online (completed paper surveys were sent to CP2 for inclusion in the data analysis).

Review of the survey data will serve as a kick off to the Strategic Planning process, providing context as to the community's thoughts, visions and priorities. In mid-August focus groups will be held with staff, residents, business owners/leaders, and non-profit & faith community leaders. Following the focus groups, the Council will meet in a retreat format to further the strategic planning process.

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Review of Garbage and Recycling contract with Waste Management of Wisconsin
MEETING DATE: August 5, 2025

BACKGROUND

At the July City Council meeting, the Council requested that review of the Garbage and Recycling Contract with Waste Management be placed on a future agenda for review and discussion.

Enclosed please find the Solid Waste and Recycling Services Agreement with Waste Management of Wisconsin, Inc. The contract was signed on December 12, 2023 for services in 2024-2028 (5 year contract).

SOLID WASTE AND RECYCLING SERVICES AGREEMENT

THIS SOLID WASTE SERVICES AGREEMENT ("Agreement") is made this 12th day of December 2023 (the "Effective Date") by and between WASTE MANAGEMENT OF WISCONSIN, INC., a corporation organized and existing under the laws of the State of Wisconsin (hereafter "Company"), and the City of Berlin, Wisconsin, (hereafter "City") Company and City each a "Party" and collectively the "Parties".

WHEREAS, City desires to provide its citizens with environmentally sound collection, disposal and processing of solid waste and recyclable materials; and

WHEREAS, Company and its affiliates have extensive experience in providing such services; and

WHEREAS, City has determined that it would be in the best interests of its citizens to contract with Company for such services in accordance with the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Company and City agree as follows:

1. DEFINITIONS

a. "Applicable Law" means any law, regulation, requirement, or order of any Federal, State or local agency, court or other domestic or foreign governmental body, or interpretation thereof by any court or administrative agency of competent jurisdiction, and requirements of all permits, licenses, and governmental approvals applicable to this Agreement.

b. "Bulky Waste" means large household items that do not properly fit in the Service Recipient's Cart, or bundled or bagged Solid Waste, that do not exceed four feet by four feet by two feet (4'x4'x2') and weigh no more than sixty (60) pounds, which are attributed to the normal activities of a Single-Family Premises. Such materials may include furniture, area and floor rugs properly prepared (cut and bundled), mattresses. Excluded items are appliances, white goods, construction or demolition material, yard waste and Unacceptable Waste.

c. "Cart" means a watertight heavy plastic receptacle with a rated capacity of approximately sixty-four (64) or ninety-six (96) gallons, having a hinged, tight-fitting lid, and two (2) wheels.

d. "Collection Service(s)" means the process by which Solid Waste is removed from Residential Premises, transported to a transfer, disposal or Processing facility, and subsequently disposed or Processed.

e. **"Contamination"** refers to materials placed in a Recyclables Container other than Recyclables.

f. **"Contamination Charge"** means an amount charged to Service Recipients, with reimbursement to Company, to compensate Company costs for separating non-Recyclables placed in Recyclables Containers or for arranging special, unscheduled collections due to placement of Solid Waste in Recyclables Containers.

g. **"Dwelling Unit"** means any individual living unit that includes a kitchen, and a room or suite of rooms, and is designed or occupied as separate living quarters for an individual or group of individuals. However, Dwelling Unit does not include a hotel or motel unit.

h. **"Multi-Family Complex"** means any Premises with five (5) or more Dwelling Units, where such Dwelling Units receive centralized Refuse Collection Services (and not individualized Cart-based Refuse Collection Services).

i. **"Multi-Family Dwelling Unit"** means a Dwelling Unit in a Multi-Family Complex.

j. **"Overage"** is defined as (i) Refuse or Recyclables exceeding its Container's intended capacity such that the lid is lifted (or would be lifted if lowered) or (ii) Refuse or Recyclables placed on top of or in the immediate vicinity of the Container, in bags or otherwise.

k. **"Overage Charge"** means an amount charged to Service Recipients to compensate for expense incurred by Company arising from Overages, and to provide a financial incentive to Service Recipients to subscribe to the level of service that will allow all materials to fit within the container.

l. **"Premises"** means any parcel of real property in the Service Area where Solid Waste is generated or accumulated.

m. **"Process" or "Processing"** means an operation or series of operations, whether involving equipment, manual labor, or mechanical or biological processes, that sorts, enhances, upgrades, concentrates, decontaminates, packages or otherwise prepares Recyclables or other Solid Waste, and returns marketable elements thereof to the economic mainstream in the form of raw material for new, reused or reconstituted products. Processing begins at the time the Recyclables or Solid Waste is delivered to the Processing facility and ends when the finished Processed materials are sold or reused and the residue is properly disposed.

n. **"Rates"** means the fees to be charged by Company to Service Recipients, and paid by Service Recipients to Company, for the Collection Services and other services provided by Company and included on Exhibit "A" attached hereto, as such may be adjusted from time to time.

o. **"Recyclables"** means the materials described as such in Exhibit "B" attached hereto.

p. **"Refuse"** means Solid Waste that is set out for collection and disposal pursuant to this Agreement. Refuse does not include Recyclables set out for collection pursuant to Sections 4(b)(ii) or (iii) of this Agreement, nor does it include Unacceptable Waste.

q. **"Residential Premises"** means a Single-Family Premises or Multi-Family Complex.

r. **"Service Area"** means (i) the entire territory included within the City limits as of the Effective Date of this Agreement; and (ii) such additional area as may thereafter become included with the City limits from time to time due to annexation, incorporation or other means, but only from and after the time as the Company is able to provide collection services in such additional area and has reached agreement with the City as to the rates for services, and except to the extent providing such services may be otherwise prohibited by law.

s. **"Service Recipient"** means an owner or occupant of a Residential Premises who has the legal right to initiate, cancel or make changes to Collection Services.

t. **"Single-Family Premises"** means (i) any Premises with less than five (5) Dwelling Units, and (ii) any Premises with five (5) or more Dwelling Units where each Dwelling Unit receives individualized Cart-based Refuse Collection Services (and not centralized Refuse Collection Services).

u. **"Solid Waste"** means all putrescible and non-putrescible solid, semi-solid, and liquid wastes that are generated or coming to exist in the Service Area, including discarded Recyclables but excluding Unacceptable Waste.

v. **"Unacceptable Waste"** means any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized, or listed under applicable federal, state, or local laws or regulations, any materials containing information protected by federal, state or local privacy and security laws or regulations (unless tendered to Company pursuant to a separate agreement), or any material the acceptance or handling of which would cause a violation of any Applicable Law, damage to Company's equipment or facilities, or present a substantial endangerment to the health or safety of the public or Company's employees. Title to and liability for Unacceptable Waste shall remain with the generator at all times.

2. TERM.

The Term of this Agreement shall be for five (5) years commencing on January 1, 2024 (the "Commencement Date") and expiring December 31, 2028 and thereafter may be renewed for a successive renewal term of five years upon mutual agreement of the parties.

3. EXCLUSIVE RIGHT; EXCEPTIONS; ENFORCEMENT.

a. The City does hereby grant to Company and Company shall have the exclusive duty, right and privilege to provide Collection Services or otherwise handle all Solid Waste and Recyclables generated, deposited, accumulated or coming to exist at Residential Premises in the Service Area. Collection Services which are not specifically described in this Agreement will be provided according to terms and pricing established by Company. Subject to Section 3(b) below, all Residential Premises within the Service Area shall be required by City to utilize the Collection Services of Company as provided herein. All Single-Family Premises shall establish Collection Services separately and two or more Single-Family Premises shall not be permitted to share Collection Services under a single account. Company shall have the right to bill and collect payment for all Residential Premises in the Service Area, regardless of whether such Residential Premises receive Company's Collection Services.

b. Notwithstanding the above, nothing in this Agreement shall prevent any owner, occupant or tenant of a Residential Premises from personally handling, hauling, or transporting Solid Waste generated by or from such Premises for purposes of disposing of the same at an authorized disposal area or transfer station, nor shall anything in this Agreement affect or limit the right of any person to sell Recyclables (i.e., receipt of a net payment) to any person lawfully engaged in the recycling business in the Service Area or to donate Recyclables to any bona fide charity, provided that all such Recyclables are separated by the generator.

c. The City shall use good faith efforts to protect and enforce the exclusive rights of Company through appropriate ordinances and enforcement of those ordinances against third party violators. Company may independently enforce the exclusivity provision of this Agreement against third party violators, including but not limited to seeking injunctive relief, and the City shall use good faith efforts to cooperate in such enforcement actions brought by Company.

4. SERVICES.

a. Containers.

i. Company has provided each Single-Family Premises with one 96-gallon Cart for Refuse and one 64-gallon Cart for Recyclables. New Single-Family Premises will be provided a 96-gallon Cart for Refuse and one 64-gallon Cart for Recyclables. Company shall provide each Multi-Family Complex with a number of Bins and/or Carts sufficient to contain Refuse or Recyclables generated by Dwelling Units therein, as determined by Company and the Service Recipient. Company will own all Containers provided to Service Recipients hereunder, unless purchased by Service Recipient, and Service Recipient shall empty and allow Company to retrieve all Company Containers at the termination or expiration of this Agreement.

ii. Company shall replace any Container that becomes damaged or destroyed during the provision of the Collection Services, or that becomes unusable due to ordinary wear and tear. However, if a Container in the possession of a Service Recipient is lost, stolen, or damaged or destroyed outside of ordinary wear and tear, through no fault of Company, the City shall be responsible to compensate Company \$75.00 for the replacement or repair of such Container.

b. Collection Location, Frequency and Time.

i. Refuse shall be collected from the curbside once per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m. Refuse shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.

ii. Recyclables shall be collected from the curbside once per week from each Single-Family Premises. Collections shall occur during ordinary hours but in no instance earlier than 7:00 a.m. Recyclables shall be collected from Multi-Family Complexes at a frequency and from locations determined by Company and the Service Recipient, but in no event less than once per week.

c. Other Disposal Opportunities.

i. Drop Off Event. At no additional cost to the resident or the City, Company will host two (2) Bulky Waste drop off events (Spring and Fall) at Valley Trail Landfill in Berlin. Company will staff each event to be held on a mutually agreed Saturday in the Spring and again in the Fall. Residents will be able to drop off items during the agreed upon dates and hours. Dates and hours of operation will be coordinated between the City and Company. Proof of residency within the City of Berlin will be required.

ii. Bulky Waste and Solid Waste Disposal (Year-Round). Residents providing proof of residency within the City of Berlin may utilize Company's Valley Trail Landfill for disposing of Bulky Waste and Solid Waste throughout the year. Residents will be charged a flat rate of \$25.00 per trip, for loads up to five hundred (500) pounds. Loads weighing more than five hundred (500) pounds will be charged the prevailing gate rate at the Valley Trail Landfill. Regular hours at the Valley Trail Landfill are Monday through Friday, 7:30 am to 4:00 pm.

d. Service for City Facilities. At no cost to the City, Company shall provide the equipment for collection, disposal and processing of Refuse or Recyclables from the City Hall, City Garage, Library, Senior Center, Pool and Park.

e. Donation. If requested by the City by October 1 of each year during the term, Company will make an annual (once per calendar year) donation of \$1,000.00 to the City. This donation can be used for environmental related projects or events that benefit the residents of Berlin.

The City may also choose to use the money for an environmentally-friendly related scholarship program or charity. The City will determine the recipient.

f. Contamination; Overage.

i. Roll-Out Period – Education and Outreach. During the period beginning on the Commencement Date and ending on a date to be mutually agreed upon between the City and the Company (the “Roll-Out Period”), Company shall provide an education program designed to minimize instances of Contamination and Overage. During the Roll-Out Period, where Company documents that a particular Service Recipient has Contamination or Overage, Company shall collect the offending Container (where it can be done safely and excluding material laying on ground) and provide an electronic or mailed notice to the Service Recipient (if such contact information is provided by Customer) and list such occurrences in a report submitted to the City quarterly with the following information (a “Violation Notice”):

- Date of the offense;
- Description of the offense;
- If available, a photograph or video (or link to photograph or video);
- A description of the materials that are appropriate for collection in said Container and a link to view online with educational materials; and
- A website to obtain additional information and/or receive responses to questions the Service Recipient may have.

During the Roll-Out Period, Company shall not impose a Contamination or Overage Charge.

ii. Post Roll-Out Period. The following shall apply after the Roll-Out Period:

(1) Contamination.

(a) First and Second Occurrences. Company shall service Containers with Contamination except where there is visible Unacceptable Waste. Company shall provide a Violation Notice, where such contact information has been provided.

(b) Third and Subsequent Occurrences. Company may opt to not collect Recyclables with Contamination; in such event, the Customer may request the container be collected as Refuse, and an additional fee will apply. Alternatively, Company may collect a Container with Contamination and invoice the Service Recipient a Contamination Charge in the amount set forth in Exhibit “A”. In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided.

(2) Overage. Company may opt to not collect Overage, unless caused by Company spillage of non-overloaded Containers during collection; in such event, the Customer may correct the Overage and request that Company return to service the container (an additional fee will

apply). Alternatively, Company may collect the Container with Overage and invoice the Service Recipient an Overage Charge in the amount set forth in Exhibit "A". In either case, the Company shall provide a Violation Notice where such electronic contact information has been provided. If there have been more than three instances of Overage in any 12-month period for a particular service (i.e., Refuse or Recyclables), Company may increase the Customer's service level (i.e., larger Container or more frequent service) to mitigate the Overage, and may increase the charges to such Customer according to the increased service level.

g. Overweight Containers. The Company may refuse to collect any Refuse or Recyclables Container which the Company reasonably believes to be overweight. A Container shall be considered "overweight" if the total weight of the Container and contents exceeds two times the volume capacity of said Container (e.g., 192 pounds for a 96-gallon Cart). The Company shall provide notification to the Service Recipient regarding each instance of non-collection.

h. Disposal and Processing. Company shall dispose or arrange to dispose of the Refuse collected under this Agreement only at solid waste disposal facilities that are licensed and permitted to accept such solid waste. Company also shall Process or arrange to Process the Recyclables collected under this Agreement only at Processing facilities that are licensed and permitted to process such materials.

i. Holiday Schedule. The following days shall be designated holidays on which the Collection Services shall not be provided: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. If a designated holiday falls on a regularly scheduled service day, Collection Services will be performed on the next weekday. Operations support and customer service are not required to be provided on Holidays.

j. Customer Services. Company shall maintain a telephone system in operation from 8 a.m. to 5 p.m. (except weekends and holidays on which the Customer Service will be closed, including: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day) and shall have sufficient equipment in place and staff available to handle the volume of calls experienced on a monthly average. Company shall provide a toll-free phone number. Company's telephone system shall offer Customers an automated "self-service decision tree", or other technology as developed to resolve common issues, followed by transfer, if necessary, to a representative and shall offer Customers placed on hold while waiting for a representative a call back option. Company will provide a call back on the next weekday.

k. Special Services. From time to time, Service Recipients may request performance of special services, for which a rate is not provided in Exhibit "A". Company shall make good faith efforts to provide the requested service at a reasonable rate negotiated with the Service Recipient.

l. Compliance with Laws. The Collection Services shall be performed in accordance with Applicable Law.

m. Personnel and Equipment. The Collection Services shall be performed by properly trained and licensed personnel in adequate numbers and with adequate vehicles to complete the Collection Services in a safe and timely manner.

n. Supervision. Company shall provide competent supervision in charge of working crews at all times while providing the Collection Service.

o. Missed Pick-Ups and Complaints. All Refuse and Recyclables Containers scheduled for collection, must be placed at the curb or other designated location and ready for pick-up before 6:00 a.m. on the collection day; any Containers not collected because they are not at the curb or other designated location on time shall not be considered a missed pick-up. All complaints as to Company's provision of the Collection Services, including alleged missed pick-ups, shall be given prompt and courteous attention. Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one (1) week, conditions permitting. : Company shall attempt to resolve all complaints promptly, and shall cure all missed pick-ups that are not the result of Uncontrollable Circumstances within one work day, conditions permitting.]

p. New or Enhanced Diversion Programs. In the event any federal, state, or local law or regulation is adopted or becomes effective after the date of this Agreement which imposes upon City or Company a requirement for the implementation of any source separated program for the collection of any waste material not already covered by this Agreement, increases City's diversion requirement under Applicable Law, changes the methods for obtaining or measuring compliance with diversion requirements, or changes public education and outreach requirements, Company shall design and present a program to City to comply with such new laws or regulations. Before any such changed services are implemented, Company and City shall meet and confer in good faith to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit "A" in order to compensate Company for implementing said changed services.

q. Natural Disasters. Company will use commercially reasonable efforts to assist City, at the City's request, with emergency collection service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, by providing equipment and drivers based on negotiated services and rates between City and Company. City is not required to utilize the services of Company. In addition, where the disaster results in the loss of Service Recipient containers, Company shall be responsible to replace the containers at Company's cost..

r. Quarterly Reporting to the City. Need to add language about submitting quarterly reports to the City about Contamination, Overages, Customer complaints, Missed pickups.

Service Recipient Complaint Report. Contractor will provide the City's designees a quarterly report by the 15th day of the month following the end of the prior quarter, which lists all complaints received during the quarter related to missed pickups or other complaints received from Service Recipients. This report will include (a) the date and time the complaint was received by Contractor, (b) the name, address and phone number of the Service Recipient filing the complaint, (c) the description of the issue(s) including date and location; and (d) the date and description of the Contractor's resolution of the complaint.

Overage and Contamination Report. Contractor will provide the City's designees a quarterly report by the 15th day of the month following the end of the prior quarter, listing the date and description of the contamination or overage occurrence and the name and address of the offending Service Recipient.

5. **SERVICE RECIPIENT BILLING.**

a. Service Recipient Billing. The City shall invoice and collect payments from Service Recipients, and shall compensate the Company monthly for Collection Services, in a total amount based upon the service charges for Collection Services, as they may be adjusted from time to time, and any applicable additional charges, as provided in Exhibit "A". In calculating such monthly compensation to the Company, the applicable per unit rates shall be multiplied by the number of Service Recipients; ancillary and non-recurring charges submitted by Company will be added to such amount. The aggregate number of such Service Recipients is currently estimated by the City to be as follows as of the effective date of this Agreement: 2,200 Single-Family Premises. The City shall provide an updated Service Recipient count monthly, within ten (10) days of the end of each calendar month.

b. Company Submittal of Invoicing Information. On or before the 10th of each month, Company shall provide the City a detailed invoice for services provided based on the then-current Service Recipient count for Cart services for the previous month, as well as ancillary and non-recurring charges. The City shall pay invoices within thirty (30) days of the invoice date. Payment by the City shall be made by check, wire transfer or ACH debit. The City shall pay a late fee on all past due amounts accruing from the date of the invoice at a rate of two and one-half percent (2.5%) per month.

6. **SERVICE RATES.**

a. Service Rate Schedule. Company shall provide the Collection Services for the rates set forth in Exhibit "A" (the "Rates"), as the same may be adjusted in accordance with this Section 6.

b. Annual Adjustment to Rates. Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (the "Adjustment Date"), the Rates shall be increased as described on Exhibit A.

c. Extraordinary Adjustments. In addition to the annual adjustment provided by subsection b. above, or as otherwise provided in Exhibit A regarding fuel surcharges, the Rates shall be further adjusted to capture increased expenses and lost revenue associated with performance of the Collection Services hereunder due to any one or more of the following causes; provided Company submits a written request for such rate adjustment which request shall not be unreasonably denied and shall be effective from the date of Company's request to the City.:

- i. Uncontrollable Circumstance (see Section 10);
- ii. Changes in Applicable Law that is effective after the Effective Date of this Agreement;
- iii. Increase in surcharges (except for fuel surcharges covered in Exhibit A), fees, assessments or taxes levied by federal, state or local regulatory authorities or other governmental entities related to the Collection Services;
- iv. Changes in baseline assumptions, such as changes in volumes collected and changes in the amount of container contamination;
- v. Increase in the cost of transportation, including fuel and third-party transportation costs, as determined by reference to the Energy Information Administration of the U.S. Department of Energy's ("EIA/DOE") Weekly Retail on Highway Diesel Prices for the U.S.
- vi. Changes in the cost of labor as determined by the U.S. Bureau of Labor Standards, Employment Cost Index CIU20100005200000I, Total compensation, Private industry, Transportation and material moving, Collective Bargaining Agreement or Actual Labor and Benefits Increases (or an equivalent).
- vii. Changes in the cost of equipment as determined by the U.S. Bureau of Labor Standards, Producer Price Index, PCU336120336120, Heavy duty truck manufacturing and costs arising from supply chain impacts (or an equivalent).
- viii. Any other extraordinary circumstances or causes or reasons that are not within the reasonable control of Company.

7. **DEFAULT AND TERMINATION**

Except as otherwise provided in Section 10 (Force Majeure), the failure of either Party to perform a material obligation under this Agreement shall be considered a breach of this Agreement, and the breaching Party shall be in default. In the event of default, the non-defaulting Party shall give written notice to the other Party of the default, and the defaulting Party shall have: (i) ten (10) days from the receipt of the notice to cure any failure to pay money under this Agreement, or (ii) thirty (30) days from the receipt of the notice to cure any other default under this Agreement; provided, however, if the particular default is not reasonably capable of being cured within 30 days, then the defaulting Party will have such number of days to cure as is reasonable under the circumstances. If the defaulting Party fails to cure the breach within the allotted time, the non-defaulting Party may, at its option, immediately terminate the Agreement by written notice to the defaulting Party. In the event of a default, the defaulting Party agrees to pay all damages caused by said default, to include, without limitation reasonable attorneys' fees and costs associated with enforcement of this Agreement. Under no circumstances shall either Party be liable for any consequential, indirect, punitive or special damages for any alleged default under this Agreement.

8. INDEPENDENT CONTRACTOR

Company shall perform the Collection Services as an independent contractor. Company, its officers, employees, agents, contractors or subcontractors, are not and shall not be considered employees, agents or servants of the City for any purpose whatsoever under this Agreement or otherwise. Company at all times shall have exclusive control of the performance of the Collection Services. Nothing in this Agreement shall be construed to give City any right or duty to supervise or control Company, its officers, employees, agents, contractors, or subcontractors, or to determine the manner in which Company shall perform its obligations under the Agreement.

9. SUBCONTRACTORS

Company shall not use subcontractors to perform the Collection Services described hereunder unless Company has obtained prior written approval from the City, which approval shall not be unreasonably delayed or withheld. In the event that written approval is obtained, Company shall remain liable to the City for the subcontractor's performance of the Collection Services as if they were being provided by Company itself.

10. FORCE MAJEURE

Except for the failure to make payment when due, neither Party shall be in default for its failure to perform or delay in performance caused by an Uncontrollable Circumstance, and the affected Party shall be excused from performance during the occurrence of such events. For purposes of this Agreement, "Uncontrollable Circumstances" means any act of terrorism, act of God,

landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics or epidemics, industry-wide labor or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.

11. INDEMNIFICATION

a. Company agrees to indemnify, defend, and hold City harmless from and against all claims and actions, causes of action, suits, debts, damages, liabilities and costs whatsoever, including but not limited to reasonable attorneys' fees and costs of defense, based upon or arising out of Company's breach of this Agreement, or based upon or arising out of any injuries (including death) to persons, or damage to property, to the extent caused by the negligent acts or omissions or willful misconduct of Company, or any of its directors, officers, employees, agents, or subcontractors, in the performance of this Agreement.

b. Notwithstanding any provision in this Agreement to the contrary, Company shall not be responsible for any damage to driving surfaces that is the result of ordinary wear and tear during the performance of the Collection Services.

c. The indemnification obligations of this section shall survive the termination or expiration of this Agreement for any reason.

12. INSURANCE

Company shall maintain at its own cost and expense the following minimum limits of occurrence-based insurance during the term of this Agreement:

<u>Type</u>	<u>Amount</u>
A. Worker's Compensation	Statutory
B. Employer's Liability	\$500,000
C. Comprehensive General Liability	\$500,000 per occurrence \$1,000,000 aggregate
D. Automobile Liability (owned and non-owned)	
i. Bodily Injury	\$1,000,000 per occurrence
ii. Property Damage Liability	\$500,000 per occurrence
E. Excess/Umbrella	\$500,000 per occurrence

The City, its elected and appointed officials and employees, shall be included as additional insured parties under the CGL, Automobile and Excess/Umbrella coverages. Prior to commencement of the Collection Services, Company shall deliver to City certificate(s) of insurance evidencing the

required coverages. The certificate(s) shall require at least ten days' notice to the City before cancellation of any such Company policy.

13. MISCELLANEOUS PROVISIONS.

a. This Agreement shall be binding on and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

b. This Agreement shall be construed in accordance with the law of the state in which the Collection Services are provided.

c. All written notification required by this Agreement shall be effective upon receipt and delivered by Certified Mail, Return Receipt Requested, overnight delivery by a nationally-recognized overnight delivery service, or by hand delivery to the Party's address below:

If to Company: Waste Management of Wisconsin, Inc.
720 E. Butterfield, 4th Floor
Lombard, IL 60148
Attn: Legal Counsel

If to City: City of Berlin
108 N. Capron St
Berlin, WI 54923
Attn: City Administrator

d. If any provision of this Agreement is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Agreement; however, the Parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision.

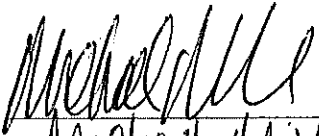
e. In the event either Party successfully enforces its rights against the other hereunder, the other Party shall be required to pay the prevailing Party's attorneys' fees and court costs.

f. Company's rights and obligations under this Agreement may not be assigned without the prior written approval of the City, which shall not be withheld unreasonably nor required with respect to an assignment to an affiliate of Company.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above.

WASTE MANAGEMENT OF WISCONSIN, INC.

By: 
Name: Michael Mills
Title: Area General Manager

CITY OF BERLIN, WISCONSIN

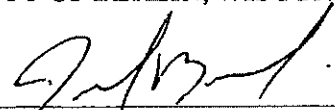
By: 
Name: Joel Bruessel
Title: Mayor, City of Berlin

EXHIBIT A
COMPANY RATES

RESIDENTIAL PREMISES MONTHLY FEE

96-gallon Cart for Refuse, weekly service	\$8.75 per Residential Premises
64-gallon cart for Recyclables, weekly service	\$5.35 per Residential Premises
Total	\$14.10 per Residential Premises

Cost is based on a total of approximately 2,200 households. Rates for Services will be increased annually, beginning on January 1 of each year. The rates will be guaranteed for the first year of the Agreement. Annual increases for subsequent years will be five (5%) percent. Such Rates may also be subject to further extraordinary adjustments as provided in subsection 6.c. of the Agreement

Company may petition the city for any other rate adjustments from time to time on the basis of unusual changes in its costs of doing business. In such event Company shall submit a written request for such rate adjustment, which request shall not be unreasonably denied and shall be effective from the date of Company's request to the City.

Company's pricing for curbside collection will include a fuel surcharge, based on a \$4.00 fuel table. The published index for determining monthly diesel fuel prices will be the Department of Energy's (DOE) "Weekly Retail On-Highway Diesel Prices" for the Midwest region. The price published for the first Monday of the month will be used as that month's diesel fuel price. The prices can be viewed at the DOE's website: ("EIA/DOE"). If diesel fuel is below \$4.00 per gallon, the fuel surcharge will be 0 percent. If diesel fuel is at or above \$4.00 per gallon, the following percentages will apply to Company's base rate.

Diesel Fuel Price per Gallon	Fuel Surcharge
<\$4.00	0 Percent
\$4.00 to \$4.24	2 Percent
\$4.25 to \$4.49	4 Percent
\$4.50 to \$4.75	5 Percent
For every \$0.25 per gallon increase above \$4.75	The Fuel Surcharge will increase by 1%

The above listed Charges are for recurring services only. The Charges for all additional services listed below are rates charged as of the Effective Date of the agreement and are subject to change.

- Late payment (2.5% or \$5.00, whichever is greater)
- Contamination charge: \$5.00
- Overage/Snapshot: \$5.00

EXHIBIT B

SINGLE STREAM SPECIFICATIONS

RECYCLABLE MATERIALS must be dry, loose (not bagged), unshredded, empty, and include **ONLY** the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles and containers with the symbol #2 (milk jugs, detergent containers, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and containers with symbol # 5 (ex. yogurt containers, syrup bottles)	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated) (ex. moving boxes, pizza boxes)
Glass food and beverage containers – any color	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates and cups	Plastics not listed above including but not limited to those with symbols #3, #4, #6, #7 and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any Recyclables less than 4" in size in any dimension	Propane tanks, fuel canisters
Batteries	

DELIVERY SPECIFICATIONS:

Material collected by Company may not contain Non-Recyclables or Excluded Materials.

Recyclable Materials specifically exclude, and Customer agrees not to deposit or permit the deposit for collection of, any waste tires, radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, or chemical or other properties that are deleterious or capable of causing material damage to any part of Company's property, its personnel or the public or materially impair the strength or the durability of the Company's structures or equipment, or any materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other waste not approved in writing by Company (collectively, "Excluded Materials").

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Tax Increment District #17 vacant lot development incentive program
MEETING DATE: August 5, 2025

BACKGROUND

Council requested that staff look into the possibility of creating an incentive program for development of single family and duplex homes within Tax Increment District 17.

Staff is currently reviewing a similar program utilized by the City in the past as well as other programs in the state. Below is a very preliminary draft/outline of a potential incentive program. This outline has been created to generate ideas and provide a starting place for discussion among the Council. The program needs further refining and review by the City Attorney prior to implementation.

City of Berlin TID 17 Residential New Home Incentive Program

Purpose: The purpose is to encourage residential development by providing financial incentives to developers and builders of residential housing within Tax Increment District 17 in the City of Berlin. The program is specifically designed to encourage single family and duplex construction projects, and therefore increase the tax base in an accelerated fashion, and increase the available high quality housing stock in the community. The incentive will be awarded to all single family and duplex homes built after certification of TID 17 by the State of Wisconsin until the end of the program (five years prior to the closing of TID 17 per State Statute or cancelation of the program by the Common Council.)

Program Design: The City of Berlin is offering an incentive payment of up to 50% of the tax increment generated by a new home for three consecutive years following the completion of the build, but not more than 5 years from the issuance of a building permit (not to exceed the life of TID 17) of up to \$10,000 per housing unit (one housing unit/single family maximum incentive of \$10,000 or two housing units/duplex maximum incentive of \$20,000) for a new home constructed within TID 17. It applies to new residential construction only and not to additions, remodeling, or construction of accessory buildings. The incentive payment is based on the tax increment generated by the new home (difference between taxes collected/paid for the property prior to the build and taxes collected/paid following the build) for three consecutive years following issuance of an occupancy permit and not more than 5 years following issuance of the building permit. Maximum amount of the incentive payment is \$10,000 per residential unit or 50% of the increment generated for three years following the build, whichever is less. Increment generated by existing improvements are not eligible for incentive payment under the program. If the property has a special assessment against it, it must be paid prior to the payment of the incentive.

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Municipal Vehicle Registration Fee (Wheel Tax) discussion
MEETING DATE: August 5, 2025

BACKGROUND

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

The fee is created by ordinance, and the amount of the fee is set by the municipality. The DMV keeps a small fee to cover the administrative costs of collecting the fee. Several municipalities and counties have enacted the fee in Wisconsin, many of them neighbors of Berlin.

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

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

Enclosed a draft ordinance authorizing the creation of a Municipal Vehicle Registration Fee.

SUGGESTED MOTION

Motion to recommend to the Common Council adoption of Ordinance #08-25 to create Chapter 70-21 of the City of Berlin Municipal Code Establishing a Vehicle Registration Fee for Vehicles Kept within the City of Berlin.

ORDINANCE #08-25

**AN ORDINANCE TO CREATE CHAPTER 70-21 OF THE CITY OF BERLIN MUNICIPAL CODE
ESTABLISHING A MUNICIPAL VEHICLE REGISTRATION FEE FOR VEHICLES KEPT WITHIN
THE CITY OF BERLIN,
GREEN LAKE COUNTY AND WAUSHARA COUNTY**

WHEREAS, Wisconsin Statutes Section 341.35 allows a municipality to enact an ordinance imposing an annual flat municipal registration fee on all vehicles registered in the state which are customarily kept in the municipality; and

WHEREAS, Wisconsin Statutes Section 341.35(6r) requires that the money received from a municipal vehicle registration fee be used for transportation-related purposes; and

WHEREAS, Wisconsin Statutes Section 341.35(4) requires notice of the enactment of a municipal vehicle registration fee to be provided to the Wisconsin Department of Transportation; and

WHEREAS, the purpose of Wisconsin Administrative Code Chapter Trans 126 is to establish the Wisconsin Department of Transportation's interpretation of the municipal vehicle registration fee; and

WHEREAS, Wisconsin Administrative Code Section Trans 126.02(3) requires certain information to be included in the notification of the enactment of a municipal vehicle registration fee to the Wisconsin Department of Transportation; and

WHEREAS, Wisconsin Administrative Code Section Trans 126.02(4) requires the notification of the enactment of an ordinance to be provided to the Wisconsin Department of Transportation at least 90 days prior to the first day of the month in which the Ordinance and municipal vehicle registration fee are effective; and

WHEREAS, the City Administrator recommended that the City of Berlin adopt a municipal vehicle registration fee to use the fee proceeds for transportation-related purposes in the City; and

WHEREAS, the Common Council of the City of Berlin finds that it is in the best interest of the health, general welfare, and safety of the City of Berlin to implement a municipal vehicle registration fee, and to use the fee proceeds for transportation-related purposes.

NOW, THEREFORE, The CITY OF BERLIN Common Council, Green Lake and Waushara Counties, Wisconsin do hereby ordain as follows:

SECTION 1. Chapter 70 of the City of Berlin Municipal Code entitled "Traffic and Vehicles," Article I entitled "In General," Section 70-21 entitled "Municipal Vehicle Registration Fee" is hereby created to read as follows:

Sec. 70-21. – Municipal Vehicle Registration Fee.

(a) Municipal Vehicle Registration Fee Created.

Fee Established. Pursuant to the authority granted by Wis. Stats. § 341.35, there is hereby created and established a municipal vehicle registration fee in the City of Berlin, Green Lake and Waushara Counties.

(b) Purpose.

The purpose of this ordinance is to provide the City of Berlin a source of revenue to be used to assist with transportation-related purposes to fund construction, repair, reconstruction and resurfacing of roads, and other transportation-related purposes.

(c) Definitions.

Motor vehicle. In this section, a "motor vehicle" shall mean an automobile or motor truck registered under Wis. Stats. §341.25(1)(c) at a gross weight of not more than 8,000 pounds.

(d) Imposition of Motor Vehicle Registration Fee.

There is hereby imposed an annual city vehicle registration fee in the amount of twenty-five dollars (\$25.00) on all motor vehicles registered in the State which are customarily kept in the City of Berlin except those vehicles which are exempt from this fee as provided in Wisconsin Statutes §341.35(2). The city registration fee shall be paid at the time a motor vehicle is first registered or at the time of registration renewal and is in addition to any State registration fees. The Wisconsin Department of Transportation shall collect the City registration fee.

(e) Administrative Costs.

The Wisconsin Department of Transportation shall retain a portion of monies collected equal to the actual administrative costs related to the collection of these fees. The method for computing the administrative costs will be reviewed annually by the Wisconsin Department of Transportation, as provided in Wisconsin Statutes §341.35.

(f) Exemptions.

The following motor vehicles are exempt from the annual City of Berlin vehicle registration fee:

- (i) All vehicles exempt by Wisconsin Statutes Chapter 341 from payment of a State vehicle registration fee.
- (ii) All vehicles registered by the State of Wisconsin under §341.26 for a fee of five dollars (\$5.00).
- (iii) No City vehicle registration fee may be imposed on a motor vehicle which is a replacement for a motor vehicle for which a current City vehicle registration fee has been paid.

(g) Deposit of Fee Revenues.

All monies under the applicable statute and chapter remitted to the City by the Wisconsin Department of Transportation or other applicable agency shall be deposited by the City's general fund and be used solely for assisting with road construction, reconstruction, repair and resurfacing.

SECTION 2. SEVERABILITY. The several sections of this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms are in conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3. NOTIFICATION TO WISCONSIN DEPARTMENT OF TRANSPORTATION. The City Clerk is directed to provide notice of this Ordinance with all required information to the Wisconsin Department

of Transportation pursuant to Wisconsin Administrative Code Section Trans 126.02.

SECTION 4. EFFECTIVE DATE. This Ordinance shall take effect January 1, 2026 upon its passage by the COMMON COUNCIL of the CITY OF BERLIN and publication as required by law.

SECTION 5. The numeric section numbers and headings of any portions of the CITY OF BERLIN Code of Ordinances affected by this Ordinance shall be subject to modification in the discretion of the codifier, and the approval of the CITY OF BERLIN Attorney, during codification into the CITY OF BERLIN'S current Code of Ordinances.

ROLL CALL VOTE:

_____AYES

_____NAYS

_____ABSENT

CITY OF BERLIN

BY: _____
CATRINA BURGESS
Mayor

ATTEST: _____
JESSI L. BALCOM
City Administrator/City Clerk

APPROVED AS TO FORM:

ERIC LARSON
City Attorney



State of Wisconsin

Department of Transportation

- [Home](#)
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Municipal or county vehicle registration fee (wheel tax)

[Online services](#)

[Vehicles](#)

[Plate guide](#)

[Special plates](#)

[Motor carriers](#)

[DMV customer service centers](#)

[Forms](#)

[Drivers](#)

Wisconsin law allows a town, village, city or county to collect an annual municipal or county vehicle registration fee (wheel tax) in addition to the regular annual registration fee paid for a vehicle. The fee applies to vehicles kept in the municipality or county with:

- Autocycle registration

- Automobile registration
- Truck registration at 8,000 lbs. or less (except dual purpose farm)

This includes most special license plates with autocycle, automobile or truck registration.* State law does not specify the amount of the wheel tax. However, the municipality or county must use all revenue from the wheel tax for transportation related purposes.

For information about the number of vehicles that may be subject to a wheel tax in a specific municipality or county, refer to [lists of vehicle information](#).

*These [special plates](#) are exempt from wheel tax: [Antique](#), [Collector](#) ("Collector Special" plates are not exempt), [Ex-Prisoner of War](#) (if issued without registration fee), [Historic Military](#), [Hobbyist](#) and [Medal of Honor](#). All special plates issued to a farm truck, dual purpose farm truck or motor home are also exempt from wheel tax.

Wheel tax collection

The Wisconsin Department of Transportation (WisDOT) collects wheel tax fees for the municipality or county, keeps an administrative fee of approximately 3 cents per vehicle application and sends the rest to the municipality or county. WisDOT collects the wheel tax at the time of first registration and at each registration renewal. Your certificate of registration will indicate that a municipal and/or county fee was paid.

- Plates issued – If your autocycle, automobile, or light truck is customarily kept in a jurisdiction that has a wheel tax, you must include the fee with the regular registration fee for the vehicle when you first apply for registration. See [applying for title and registration](#).
- Plates renewed – WisDOT sends customers a renewal notice at least 30 days before their license plate registration expires. The renewal notice shows the total fee due including any wheel tax, based on the vehicle location listed on your vehicle registration record.

Customer records

Verify the correct county and city, village or township where your vehicle is customarily kept when you apply for registration and on your license plate renewal notice ([see example](#)). If you recently changed your address, WisDOT records for the vehicle location will update

automatically in most cases. Any person who gives a false or fictitious location where a vehicle is customarily kept may be fined not more than \$200 or imprisoned not more than six months or both ([section 341.60, WI stats.](#))

To correct this information:

- If you mail your renewal notice or apply in person, indicate the correct information on the notice and submit the appropriate fee, or
- Visit [Vehicle kept in information](#) (individuals only; not available for businesses) to change the location, or
- Contact WisDOT at the email address or telephone information below.

Current wheel tax jurisdictions

WisDOT currently collects a wheel tax for the following:

- Municipalities
 - Adams (city; \$25)
 - Appleton (city; \$30)
 - Arena (township; \$20)
 - Ashland (city; \$20)
 - Baraboo (city; \$20)
 - Beloit (city; \$20)
 - Bellevue (village; \$25)
 - Boscobel (city; \$10)
 - Chilton (city; \$20)
 - Delavan (township; \$15)
 - Doylestown (village; \$20)
 - Eden (village; \$30)
 - Eau Claire (city; \$24)
 - Evansville (city; \$40)
 - Fitchburg (city; \$40 for registrations beginning on or after August 1, 2025)
 - Fort Atkinson (city; \$20)
 - Gillett (city; \$20)
 - Green Bay (city; \$25)
 - Hustisford (village; \$35)
 - Janesville (city; \$40)
 - Iron Ridge (village; \$10)
 - Kaukauna (city; \$10)

- Lodi (city; \$20)
- Lomira (village; \$30)
- Madison (city; \$40)
- Manitowoc (city; \$20)
- Milton (city; \$30)
- Milwaukee (city; \$30)
- Montello (city; \$20)
- Neenah (city; \$30 for registrations beginning on or after January 1, 2026)
- New London (city; \$20)
- Oregon (village; \$40)
- Oshkosh (city; \$35)
- Platteville (city; \$20)
- Portage (city; \$20)
- Port Edwards (village; \$35)
- Potosi (village; \$10)
- Prairie du Sac (village; \$20)
- Redgranite (village; \$25)
- Rice Lake (city; \$20)
- Ripon (city; \$25)
- River Falls (city; \$10)
- Sauk City (village; \$20)
- Shawano (city; \$40)
- Sheboygan (city; \$20)
- Shorewood (village; \$30)
- Sun Prairie (city; \$30)
- Tigerton (village; \$10)
- Waterloo (city; \$15)
- Wauwatosa (city; \$15)

- Counties

- Crawford County (\$20)
- Dane County (\$28)
- Dunn County (\$20)
- Eau Claire (\$30)
- Green County (\$25)
- Iowa County (\$25)
- Langlade County (\$15)
- Marathon County (\$25)
- Milwaukee County (\$30)
- Portage County (\$30)

- Richland County (\$20)
- St. Croix County (\$20)
- Vernon County (\$25)

The full fee is always required to issue or renew registration. Contact WisDOT if you paid the wheel tax in error.

Related information:

- [Lists of vehicle information](#) (Vehicles eligible for wheel tax)
- [Trans 126 - Municipal or County Vehicle Registration Fee](#)

Questions?

Email [Wisconsin DMV email service](#)

Phone

Contact WisDOT

- ☐ [General Contact Information](#)
- ☐ [Technical Web Support](#)
- ☐ [Contact DMV](#)
- ☐ [Media Contacts](#)

Forms / Notices

- [Acceptable Use Policy](#)
- [Accessibility Statement](#)
- [Forms](#)
- [Legal Notices](#)
- [Privacy Policy](#)
- [Software Information](#)

WisDOT Employees

- [Employee Information](#)
- [HR Self-Service](#)
- [Travel Expenses](#)
- [WisDOT LearnCenter](#)

Translate Website

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Communities within 100 Miles of Berlin that have Implemented Proposed Fee	Annual Fee	Number of Vehicles in Berlin Subject to Municipal Vehicle Registration Fee	Annual Revenue (\$0.17 per registration retained by WDOT)
Baraboo	\$20	4824	\$95,659.92
Chilton			
Doylestown			
Fort Atkinson			
Gillett			
Lodi			
Manitowoc			
Montello			
New London			
Portage			
Prairie du Sac			
Sauk City			
Sheboygan			
Adams	\$25	4824	\$119,779.92
Bellevue			
Redgranite			
Ripon			
Appleton	\$30	4824	\$143,899.92
Eden			
Lomira			
Shorewood			
Sun Prairie			
Hustisford	\$35	4824	\$168,019.92
Oshkosh			
Port Edwards			
Madison	\$40	4824	\$192,139.92
Oregon			
Shawano			

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Adoption of Green Lake County Hazard Mitigation Plan
MEETING DATE: August 5, 2025

BACKGROUND

As a municipality within Green Lake County, the City of Berlin is being asked to adopt the Hazard Mitigation Plan. Please see the enclosed Letter from Dave Cornelius, Emergency Management Director for Green Lake County. As noted in the letter, adoption of the Plan would not commit the City to completing any projects, however, not adopting the plan would render the City ineligible to apply for mitigation project funding in the future.

Due to the size of the Plan (330+ pages), a link to the document is available on the City's website with the Committee of the Whole Meeting agenda packet. A printed copy is also available in my office for review. Should you wish to have a printed copy of the plan, please let me know.

SUGGESTED MOTION

Motion to recommend to the Common Council the adoption of the Green Lake County Hazard Mitigation Plan.



GREEN LAKE COUNTY OFFICE OF EMERGENCY MANAGEMENT

Sgt. Dave Cornelius
Director

571 County Road A
Green Lake, WI 54941
920-294-4000

July 21, 2025

Dear Town, Village, City, and County Community Leaders of Green Lake County

The State of Wisconsin has endured billions of dollars in damages over the past three decades, as a result of various disasters including severe weather and flooding events, major snowstorms, and powerful tornados. While the costs of each disaster may vary greatly, the impact is always the hardest at the local level, impacting our communities the most.

The State of Wisconsin, in partnership with FEMA, have identified opportunities to assist communities in reducing future losses through several mitigation activities. Mitigation efforts may result in a significant decline in the cost of a disaster's impact down the road.

Hazard mitigation breaks the cycle of damage and repair by reducing or eliminating the long-term risk to human life and property caused by the potential hazards. These preventative actions may be as simple as elevating a furnace in a basement, in an effort to prevent water damage. Mitigation efforts may also take a more comprehensive approach such as relocating buildings out of the floodplain or strengthening critical facilities to prevent wind damage and provide stronger shelter.

In an effort to better mitigate Green Lake County's vulnerability to disaster, Green Lake County Emergency Management, applied for, received, and has now updated the Green Lake County Hazard Mitigation Plan through a Pre-Disaster Mitigation (PDM) planning grant. The updated plan serves as a roadmap that outlines potential cost-effective hazard mitigation activities, some of which might be available for future grant funding. The plan highlights the risks and vulnerabilities that Green Lake County faces from natural disasters and highlights mitigation strategies that may reduce future losses.

As this project nears completion, we are sending copies of the final updated plan and a draft resolution template for you to use for the re-adoption of the Green Lake County Hazard Mitigation Plan. Please note:

1. **Adoption of this plan will not cost your community anything.** You will not be committing to completing any of the projects listed; instead it is a list of triaged ideas that could be accomplished should the funding and will to complete them become available.
2. **If you do not adopt this plan, your community will not be eligible to apply for and receive mitigation project funding in the future.**

We are asking that you please include adoption of this resolution on your August meeting agenda and provide a copy of the final resolution as soon as it is passed to the Green Lake County Emergency Management department.

If you have any questions or comments regarding this plan update, please feel free to contact me at (920) 294-4134 ext. 1117 or by email at dcornelius@greenlakecountywi.gov

I will be sending you an electronic version of the resolution by separate email.

We thank you in advance for your assistance with completing the Green Lake County Hazard Mitigation Plan. This small investment of your time will help make our community a safer, healthier and more disaster-resistant community for years to come.

Respectfully,

Dave Cornelius

Emergency Management Director

Green Lake County

RESOLUTION # 25-08

ADOPTING THE GREEN LAKE COUNTY HAZARD MITIGATION PLAN

FISCAL IMPACT: None

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

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

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

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

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

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

PASSED: _____

DATE: _____

Catrina Burgess, Mayor

Attest:

Jessi Balcom, City Administrator/Clerk/Treasurer

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: WIS 91 (WIS 49 South to Berlin) 2029 DOT project discussion of detour and 30% Plan Review.
MEETING DATE: August 5, 2025

BACKGROUND

The DOT has reached out with the 30% Plans for the 2029 WIS 91 road project. The DOT has asked several questions regarding the City's concerns, needs and preferences. Staff will go over the proposed project detour and 30% plans, including staff recommendations, with Council. Once Council has reviewed the plans, staff will need to get back to the DOT by mid-August so that the DOT can continue the project planning and approval process.