

**COMMITTEE OF THE WHOLE MEETING AGENDA**  
DECEMBER 2, 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 November 4, 2025 Committee of the Whole meeting.
5. Mayoral Proclamation for Farmer's & Merchant's Bank's 85<sup>th</sup> Anniversary  
RECOMMENDATION: Approve the proclamation for Farmer's & Merchant's Bank 85<sup>th</sup> Anniversary.
6. Review Proposals for Municipal Court Attorney Services:
  - a. Interview with Dretske Law Office
  - b. Interview with Wurtz Law Office
  - c. Interview with Dempsey Law Firm
7. Election Inspector (Poll Worker) Appointments. RECOMMENDATION: Recommend to Common Council to approve and appoint the list of election inspectors as presented from January 1, 2026 to December 31, 2027.
8. 2025 Budget Amendments. RECOMMENDATION: Discussion and action as appropriate.
9. Service Provider Agreement between the County of Green Lake and Berlin Emergency Medical Service. RECOMMENDATION: Recommend to the Common Council to Authorize City Administrator to sign the agreement, funding authorized for entire budget request of \$2,120,000 by County for EMS services.
10. 2026 Berlin Senior Center Agreement with Green Lake County for the Berlin Senior Center Meal Site. RECOMMENDATION: Recommend to the Common Council to Authorize City Administrator to sign agreement, setting the meal reimbursement rate at \$7 per meal, five days a week, excluding holidays.
11. 2026 Transportation Services Agreement with Green Lake County. RECOMMENDATION: Recommend to the Common Council to Authorize City Administrator to sign agreement, setting the contract amount of \$29,807.
12. Special Event Permit process discussion. RECOMMENDATION: Discussion and action as appropriate.
13. Municipal Code Chapter 54 Waste and Recycling amendment. RECOMMENDATION: Recommend to the Common Council to amend Chapter 54 to maintain compliance with Department of Natural Resources requirements and allow for future implementation of special charges for Recycling.
14. 2026 Standardized Special Assessment Schedule. RECOMMENDATION: Recommend to

Common Council to accept the City Engineer's recommendation to update the 2026 Standardized Special Assessment Schedule as presented.

15. Amend the City of Berlin Building & Zoning Fee Schedule. RECOMMENDATION: Recommend to the Common Council approval of the amended City of Berlin Building & Zoning Fee Schedule as recommended by the Building Inspector.
16. Tax Increment District #17 vacant lot development incentive program. RECOMMENDATION: Discussion and action as appropriate.
17. 2026 Shared-Ride Taxi Grant Application. RECOMMENDATION: Recommend to Common Council to Authorize staff to apply for the 2026 WisDOT Public Transit Assistance Program (PTAP) and DOT Capital Public Transit Assistance Program and authorize needed signatures.
18. Motion to convene into closed session pursuant to *Wis. Stats. 19.85 (1) (e) Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.* Consideration of Candidates and Terms and Conditions of To Be Appointed City Municipal Court Attorney Contract.
19. Reconvene into open session and take action as appropriate from closed session discussion.
20. 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

NOVEMBER 4, 2025 7:00PM

1. Call to order/Roll Call – Roll call at 7:00pm. Alderpersons Boeck, Hill, Nigbor, Przybyl, Sorenson and Stobbe in attendance. Staff in attendance were City Administrator Jessi Balcom, Planning and Development Director Tim Ludolph, Senior Center and Park Facilities Director Sue Kiener and Deputy Clerk-Treasurer Debra Thiel.
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. *Rebecca Elliman, 450 Morris Street, Berlin, WI 54923 spoke on SNAP and ACA. Rebecca asked us to call our legislators to help with extending tax credits and providing those in need with food.*
4. Approval of Minutes. RECOMMENDATION: Approve the minutes from the October 7, 2025 Committee of the Whole meeting. *Hill made a motion to approve the minutes from the October 7, 2025 Committee of the Whole meeting, with a second by Przybyl. Voice vote carried.*
5. Introduction of Senior Center and Recreation Facilities Director, Susan Kiener. RECOMMENDATION: Welcome Senior Center and Recreation Facilities Director. *Susan Kiener was at the meeting to be welcomed by the Council on her new position. Sue is very excited to get started and has already been approached by many in the city on ideas they would like to see supported at the Senior Center.*
6. Letter of support for Berlin Community Development Corporation application to the Thrive Rural Wisconsin program. RECOMMENDATION: Authorize the Mayor to sign on behalf of the Common Council and Planning & Development Director Ludolph to submit a letter of support for the BCDC's application to the Thrive Rural Wisconsin program. *Tim Ludolph was at the meeting to speak on the Thrive Rural Wisconsin program. A couple of items pointed out were to enhance the downtown and support the BCDC program. We recently moved from Urban to Rural. Stobbe made a motion to authorize the Mayor to sign on behalf of the Common council and Planning & Development Director Ludolph to submit a letter of support for the BCDC's application to the Thrive Rural Wisconsin program, with a second by Nigbor. Voice vote carried.*
7. Consider recommendation of the Parks & Recreation Commission to amend City Ordinances to include city owned parks for no smoking or vaping. RECOMMENDATION: Discussion and action as appropriate. *Much discussion was had regarding adding a City Ordinance to include all city owned parks to not allow smoking or vaping. It would be very difficult to enforce this at all parks at all times. Stobbe made a motion to table this item, with a second made by Przybyl. Voice vote carried.*
8. Update regarding publication of Meeting Minutes summaries. RECOMMENDATION: Discussion and action as appropriate. *Balcom discussed what the statute states for minutes in the newspapers. Minutes can be briefer and have only the motions and approvals listed. Hill and Stobbe both made recommendations on how to make it easier to find in the paper as well as on facebook. By doing this it will cut down on the costs.*
9. Update regarding the Request for Proposals for Professional Auditing Services. RECOMMENDATION: Discussion and action as appropriate. *Balcom, Stobbe and Thiel are going over all proposals for a new Professional Auditing Service. A firm will be recommended at the Council Meeting on November 11, 2025.*
10. Budget preparation update. RECOMMENDATION: Public Hearing for the 2026 Budget has been scheduled for November 11, 2025, at 6:30PM. Anticipated Levy \$2,732,529. Anticipated

City Mill Rate \$6.19 per \$1,000 value. Borrowing of \$293,536 to be approved prior to budget approval and included in the levy. *Balcom gave highlights of the budget preparation for the Public Hearing on November 11, 2025. This is the first time in several years that the City has a balanced budget.*

11. Adjourn. *Nigbor made a motion at 7:27pm to adjourn the meeting with a second by Sorenson. Voice vote carried.*

*Respectfully submitted by Debra Thiel, Deputy Clerk Treasurer*





**PROCLAMATION  
HONORING FARMERS & MERCHANTS BANK  
ANNIVERSARY OF 85 YEARS  
IN THE CITY OF BERLIN**

**WHEREAS**, on behalf of the citizens of the City of Berlin, it is the pleasure of the City of Berlin's Common Council and Mayor to offer this Proclamation to help celebrate and recognize 85 years of Farmers and Merchants Bank; and

**WHEREAS**, Farmers and Merchants Bank was founded by Harry Kujawa in 1940; and

**WHEREAS**, three generations later the family continues to serve the Berlin Community by getting to know those they serve and their needs; and

**WHEREAS**, Farmers and Merchants Bank has supported the Berlin Community in countless ways for more than eight decades, including sponsoring local events and projects, volunteering, and providing a means for many to follow their dreams; and

**WHEREAS**, the reputation earned by family and staff is one of a helpful and pleasant atmosphere with friendly service; and

**WHEREAS**, it is recognized that a solid business of this caliber is of great importance to the community and sincerely appreciated; and

**NOW THEREFORE, BE IT RESOLVED**, that the Common Council and Mayor of the City of Berlin, hereby offer this Proclamation to be entered as a permanent record in the archives of the City of Berlin in honor of the 85<sup>th</sup> Anniversary of Farmers and Merchants Bank.

Dated this 2<sup>nd</sup> day of December, 2025

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

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Review Proposals for Municipal Court Attorney Services  
**MEETING DATE:** December 2, 2025

**BACKGROUND**

The City issued an RFP on November 14 requesting proposals for Municipal Court Attorney services. The anticipated start date is January 23, as Chier Law will continue to serve the City in this capacity through January 22, 2026.

The City received proposals from Dretske Law Office, Wurtz Law Office and Dempsey Law Firm. The proposals are attached for your review. The Council will have an opportunity to interview the applicants at the Committee of the Whole meeting. Following the interviews the Council will then have an opportunity to discuss in closed session consideration of the candidates and the terms and conditions of the service agreement.

Should the Council not wish to move forward with the proposals, the City has the option, as stated in the RFP to reject any or all proposals.

**SUGGESTED MOTION**

Following closed session:

"Motion to recommend to the Common Council approval of the proposal of \_\_\_\_\_ to provide municipal court attorney services and direct the City Administrator to negotiate terms consistent with the closed session discussion, to bring forward to Council."



## City of Berlin

108 N. Capron Street; P.O. Box 272  
Berlin, WI 54923  
Phone: 920-361-5400 Website: [www.cityofberlin.net](http://www.cityofberlin.net)

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### 1. STATEMENT PURPOSE

The City of Berlin (hereinafter referred to as "CITY") invites attorneys qualified to practice law in the State of Wisconsin to submit a proposal to serve as the City Municipal Court Attorney for the City, as outside (not in-house) counsel subject to the terms and conditions described herein.

### 2. GENERAL INFORMATION

The City is located in Green Lake and Waushara counties, Wisconsin. The CITY has an estimated population of 5,600 and is served by a Mayor and six City alderpersons. The City has a full-time Police Department, with 12 full-time officers.

The City is part of the Lakeside Municipal Court. Court sessions for the City of Berlin are held at City Hall (108 North Capron Street, Berlin WI 54923). Initial Municipal Court sessions are typically held once a month (on the second Wednesday of the month), generally there is no need for legal assistance at the initial appearances. Pretrial conferences are generally held telephonically. Pretrials and trials are typically held on the third Wednesday of the month.

### 3. SERVICES TO BE PROVIDED

Municipal citation prosecution and enforcement, including but not limited to the following municipal court matters: traffic citations, building code enforcement actions, zoning violation enforcement actions, nuisance enforcement actions, and all municipal court citation prosecution and appeals; with additional circuit court and appellate enforcement proceedings on request.

### 4. PROPOSAL REQUIREMENTS

Proposals should include responses to each of the following items. Include other information as appropriate to address the services the CITY can expect from the attorney.

- A. Profile and history of the firm including attorneys in the firm and a list of the principals. Indicate the attorney(s) who will be responsible for the work performed for the CITY.
- B. A listing of current and past local government (municipal court) clients including the name and telephone numbers of the client contact.
- C. Current fee schedule/expense rates. Indicate whether the fee schedule varies for different types of legal work or by attorney or support staff. Be sure to be inclusive of all costs to the CITY.

- D. Fee Estimate. Since June of 2025 the City has issued 609 citations (primarily municipal ordinance violations (161) and traffic violations (448)), of those 54 resulted in a Not Guilty Plea (averaging about 10 contested citations a month for pretrials, with an average of one per month going to trial under the current litigator). With this typical case load, provide a breakdown of your anticipated average number of hours needed to handle City Municipal Court Attorney duties, and the estimated average monthly cost to the City.
- E. Billing. Bills to be submitted to the City monthly. Provide a sample bill showing typical charge explanations.
- F. Identify any currently known potential conflicts of interest in representing the CITY.

## **5. EVALUATION CRITERIA**

Proposals will be evaluated based on the following criteria:

- A. Qualifications and experience of the attorney and/or firm working with local government/municipal court.
- B. Experience and availability of staff assigned to serve the CITY.
- C. Scope and cost of services.
- D. References.
- E. Propensity for conflicts of interest regarding representation of the CITY.
- F. Anticipated longevity and ability to provide a continuous and stable level of service to the CITY.

## **6. SCHEDULE OF DATES**

The following schedule has been established by the CITY for the selection of a City Municipal Court Attorney. Dates are tentative and are subject to change.

November 14, 2025	Publish RFP.
November 26, 2025	Proposals due at 12:00 p.m.
December 2, 2025	Committee of the Whole interviews of selected attorneys/firms.
December 9, 2025	Common Council makes decision.
January 23, 2026	Effective date for selected attorney/firm to become City Municipal Court Attorney.
February 18, 2026	Lakeside Municipal Court Pretrial conferences

## **7. TERMS AND CONDITIONS**

- A. The CITY reserves the right to accept or reject any or all proposals and to award a contract to the next most qualified attorney/firm if the successful attorney/firm does not execute a contract within thirty (30) days after the award.

- B. The CITY reserves the right to request clarification of the information submitted and to request additional information.
- C. All questions should be emailed to [cityadministrator@cityofberlin.wi.gov](mailto:cityadministrator@cityofberlin.wi.gov)
- D. There is no expressed or implied obligation of the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.
- E. The proposals must be received at the email or mailing address below no later than Wednesday, November 26, 2025, at 12:00 p.m.

City of Berlin  
Attn: City Municipal Court Attorney Proposal  
108 N. Capron Street  
PO Box 272  
Berlin, WI 54923  
[cityadministrator@cityofberlin.wi.gov](mailto:cityadministrator@cityofberlin.wi.gov)





## DRETSKE LAW OFFICE

Ripon Area Legal Services

City of Berlin  
108 N Capron Street  
Berlin, WI 54923  
November 14, 2025

Re: Prosecution Services Request for Proposal

To the City of Berlin,

I am writing to respectfully submit a proposal for Prosecution Services on behalf of Dretske Law Office. As the founder and principal attorney, I am honored to offer my legal expertise and commitment to serving the needs of your municipality.

Dretske Law Office is a sole proprietorship based in Ripon, Wisconsin, providing comprehensive legal services across a broad spectrum of practice areas, including:

- Wills & Estates
- Local Government
- Probate
- Real Estate
- Transactional Law
- Political Law
- Business and Non-Profit Compliance
- And other general legal matters

My approach to legal representation is rooted in advocacy, integrity, and personalized service. Whether working with individuals, families, or organizations, I strive to deliver practical legal solutions tailored to each client's unique circumstances. I am dedicated to ensuring that every client's rights are protected and their legal needs are met with diligence and care.

In addition to my legal practice, I am actively engaged in public service. I previously served three years on the Berlin City Council, including two years as Council President, and three years on the Green Lake County Board of Supervisors. Currently, I serve on the Ripon Plan Commission, the Little White Schoolhouse Legacy Campaign Committee, and the Board of Directors for the Badger Boys State Alumni Association. I am also a member of the Federalist Society and the Sons of the American Legion.



## DRETSKE LAW OFFICE

Ripon Area Legal Services

My academic background includes a degree from Ripon College (Artium Baccalaureus in Finance, Politics and Government, with a minor in Law and Society) and a Juris Doctor from the University of Wisconsin Law School. Prior to law school, I worked for the Wisconsin State Assembly and served as Finance and Compliance Director for a non-profit organization. I also completed a legal internship with Attorney Steven Sorenson of von Briesen & Roper, s.c., who currently serves as City Attorney for Rhinelander, Waupaca, and New Holstein. For references regarding my work with Attorney Sorenson, he may be contacted at [steven.sorenson@vonbriesen.com](mailto:steven.sorenson@vonbriesen.com).

Should the City have any questions regarding this proposal, I am available to provide further information and would be pleased to attend a City Council meeting to address any inquiries.

Thank you for your time and consideration.

Sincerely,

Dretske Law Office

By: Luke Dretske



## DRETSKE LAW OFFICE

*Ripon Area Legal Services*

### **Proposal**

The following proposal is for the purpose of consideration between the City of Berlin (hereinafter referred to as "City") and Luke Dretske (hereinafter referred to as "Prospective Attorney"). The proposal shall not be considered binding upon either the City or Prospective Attorney until an Attorney Retainer Contract is signed by both parties.

#### **Duties of Prospective Attorney**

- The Prospective Attorney shall conduct all the law business in which the City is interested.
- The Prospective Attorney may appoint an assistant, who shall have power to perform the attorney's duties and for whose acts the attorney shall be responsible to the City. Such assistant shall receive no compensation from the city, unless previously provided by ordinance.
- The Prospective Attorney shall handle all traffic and municipal ordinance violations before the Municipal Court.
- The Prospective Attorney shall have other duties as described in Wisconsin Statutes and enacted by City Ordinance and Resolutions related to Municipal Court services.

#### **Term of the Work Proposed**

The term of the proposed work for the Prospective Attorney shall formally begin when an agreement is reached between the City and the Prospective Attorney. The agreement shall be for a period of at least one (1) year.

#### **Compensation - General Work**

- The proposed compensation paid by the City to the Prospective Attorney would be based on an hourly rate of \$200 per hour. There is no minimum compensation requirement for this proposal.
- Prospective Attorney shall be compensated \$100 per hour for travel costs to the City for legal services under this proposal.
- The billing rate increment interval shall be every 10 minutes.
- Billing shall be determined by the Prospective Attorney based on the time tracking feature (Clio) used by the Prospective Attorney.





## DRETSKE LAW OFFICE

Ripon Area Legal Services

- Prospective Attorney shall bill the City Monthly for legal services, variable and operating expenses. All bills shall be paid 15 days from the billable date to Prospective Attorney.

### **Overhead Expenses**

#### *Variable Operating Expenses*

The City shall cover operating expenses including, but not limited to, photocopy expenses, telephone charges, filing fees, form fees, paper and supply expenses, postage, witness fees, travel expenses, expert witness fees, service of process fees, and investigative expenses.

Variable operating expenses shall also include actual out-of-pocket expenses incurred related to City functions and continuing legal education events, including lodging and travel expenses.

The variable operating expenses shall not exceed \$5,000 annually for the proposed work.

#### *General Overhead Expenses*

General Overhead expenses shall include, but not be limited to, books, legal library expenses, and other office support expenses. General Overhead expenses shall not exceed \$1,500 annually for the proposed work.

### **Fee Estimate**

Prospective Attorney cannot provide an good faith fee estimate, however, the Prospective Attorney will consider budget that the City allocates to the Prospective Attorney for Municipal Court. See below a mock invoice for the City outlining the detail in billing (hours worked does not reflect any fee estimate for the services.)

### **Conflict of Interest Statement**

Prospective Attorney, being originally from Berlin, has family and friends in the City. Prospective Attorney would perform conflict checks on every case that arises in the City of Berlin for Prosecution Services. If the City and Prospective Attorney agree to an Attorney Retainer Contract, if any conflict of interest arises during the term of the contract, the Prospective Attorney will notify the City of the conflict of interest. The Prospective Attorney



## DRETSKE LAW OFFICE

*Ripon Area Legal Services*

shall perform services in accordance with the ethical responsibilities and rules as established by the Wisconsin Supreme Court and the State Bar of Wisconsin.



## Dretske Law Office

PO Box 4  
Ripon, Wisconsin 54971

City of Berlin  
108 N Capron Street  
Berlin, WI 54923

## INVOICE

Invoice # 62  
Date: 11/14/2025  
Due On: 12/14/2025

**00061-111-City of Berlin.**

### Municipal Prosecution

Type	Date	Notes	Quantity	Rate	Total
Service	11/14/2025	Pre-Trial Conference for Case No. [Insert case No or party name].	0.50	\$200.00	\$100.00
Service	11/14/2025	Preparation and Research for Pre-Trial Conference for Case No.	0.25	\$200.00	\$50.00
Service	11/14/2025	Trial for Case No.	1.00	\$200.00	\$200.00
Service	11/14/2025	Call with Defendant (or Defendant Counsel) for Case No.	0.34	\$200.00	\$68.00
Service	11/14/2025	Call/Meeting with Officer on Case(s) No.	0.84	\$200.00	\$168.00
Expense	11/14/2025	Reimbursable expenses: Trial Exhibits	20.00	\$1.00	\$20.00
				<b>Total</b>	<b>\$606.00</b>

### Detailed Statement of Account

#### Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
62	12/14/2025	\$606.00	\$0.00	\$606.00
Outstanding Balance				\$606.00

Invoice # 62 - 11/14/2025

**Total Amount Outstanding      \$606.00**

Please make all amounts payable to: Dretske Law Office

Please pay within 30 days. Failure to pay will result in 2% interest charged every 30 days.

## City Administrator

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**From:** Wurtz Law Office <attywurtz@wurtzlawoffice.com>  
**Sent:** Wednesday, November 26, 2025 8:30 AM  
**To:** City Administrator  
**Cc:** Debra Thiel; Brittani Majeskie; Brian Pulvermacher  
**Subject:** RE: Municipal Court Attorney Services Request for Proposals - City of Berlin  
**Attachments:** Sample Bill 1.pdf; Sample Bill 2.pdf

Hello,

Please consider the following proposal for the Berlin City Attorney position on behalf of Wurtz Law Office.

**A. Profile and history of the firm including attorneys in the firm and a list of the principals. Indicated the attorney(s) who will be responsible for the work performed for the CITY.**

Wurtz Law Office, LLC has two attorneys who would be responsible for all work performed for the City. Attorney Ludwig Wurtz has 44 years of legal experiences and currently represents the City of Ripon, the City of Omro, the Village of Brandon and previously represented the City of Princeton in all municipal matters. Attorney Preston Wurtz has recently joined Wurtz Law Office and currently acts as Assistant City Attorney in Ripon. Prior to joining Wurtz Law Office, Preston worked for the City of Madison as a prosecution intern.

**B. A listing of current and past local government (municipal court) clients including the name and telephone numbers of the client contact.**

Attorney Ludwig Wurtz:

The City of Ripon, City Administrator Adam Sonntag, 920-748-4914

The City of Omro, City Administrator Brandon Hennes, 920-685-7000

The City of Princeton, former City Administrator Mary Lou Neubauer

Attorney Preston Wurtz:

The City of Ripon, City Administrator Adam Sonntag, 920-748-4914

The City of Madison, Assistant City Attorney Marci Kurtz, 608-266-4511

**C. Current fee schedule/expense rates. Indicate whether the fee schedule varies for different types of legal work or by attorney or support staff. Be sure to be inclusive of all costs to the CITY.**

Wurtz Law Office charges an hourly fee of \$275.00 for all services.

**D. Fee Estimate and Billing**

Please see the attached sample bill.

**E. Identify any currently known potential conflicts of interest in representing CITY**

Wurtz Law Office currently has no known potential conflicts of interest in representing the City of Berlin. Notably, Attorney Ludwig Wurtz serves as special prosecutor for the City of Berlin and has for the last 3 years.

Thanks,

Ripon, WI 54971  
201 East Fond du Lac Street



DATE	INVOICE #
10/2/2025	12222

BILL TO	10/21/11
City of Berlin Attn. City Admin. 108 N. Capron St. Berlin, WI 54923	

TERMS	MATTER

DATE	DESCRIPTION
8/25/2025	Receipt and review of email from Atty Chier with Appointment of Special Prosecutor. Notice of Court Date, and Pretrial Conference Report and Dispo template
8/25/2025	Telephone call with Atty Chier regarding traffic case
8/26/2025	Email to Chief B. Pulvermacher regarding setting up phone call
8/29/2025	Telephone call with Chief Brian Pulvermacher regarding speeding citation
9/12/2025	Receipt and review of email from Stephanie Skivers with pretrial documents for Posorske
9/17/2025	Telephone call with Meg for pretrial conference
9/18/2025	Telephone call with Chief Pulvermacher regarding possible hold open
9/18/2025	Email to Meg Posorske with Pretrial Report and Disposition to sign
9/26/2025	Email to Lakeside Municipal Court and Stephanie Skivers with signed disposition
10/1/2025	Receipt and review of judge signed disposition
10/2/2025	Invoice Total \$550.00
10/2/2025	Courtesy Discount \$100.00
10/2/2025	Invoice Amount Due \$450.00
<b>Total</b> \$450.00	
<b>Payments/Credits</b> -\$450.00	
<b>Balance Due</b> \$0.00	

# WURTZ LAW OFFICE,

LLC

Ripon, WI 54971

201 East Fond du Lac Street

## PREBILL

DATE	INVOICE #
11/12/2025	12318P

BILL TO
City of Berlin Attn. City Admin. 108 N. Capron St. Berlin, WI 54923

		TERMS		MATTER	
DATE	DESCRIPTION	QTY	RATE	AMOUNT	
9/25/2025	Receipt and review of Signature on Oath and Consent to Serve as Special Prosecutor for Devin Derleth	0.2	275.00	55.00	
10/1/2025	Receipt and review of pretrial notice for Devin Derleth	0.2	275.00	55.00	
10/2/2025	Receipt and review of email from Atty Chier regarding information for Devin Derleth pretrial	0.2	275.00	55.00	
10/13/2025	Telephone call with Chief Pulvermacher regarding Hayden Masters and Devin Derleth	0.2	275.00	55.00	
10/14/2025	Email to Stephanie to confirm that documents were sent to Atty Ceman in regards to Devin Derleth	0.2	275.00	55.00	
10/14/2025	Receipt and review of email response from Stephanie regarding documentation sent to Atty Ceman	0.2	275.00	55.00	
10/17/2025	Receipt and review of pretrial documents for Devin Derleth	0.2	275.00	55.00	
10/29/2025	Telephone call with Attorney Ceman for pretrial	0.2	275.00	55.00	
10/30/2025	Receipt and review of letter from Atty Ceman regarding Devin Derleth charges at state level	0.2	275.00	55.00	
10/31/2025	Email to Chief Pulvermacher regarding setting up another phone call	0.2	275.00	55.00	
		Total			

# WURTZ LAW OFFICE,

LLC

Ripon, WI 54971

201 East Fond du Lac Street

## PREBILL

DATE	INVOICE #
11/12/2025	12318P

BILL TO
City of Berlin Attn. City Admin. 108 N. Capron St. Berlin, WI 54923

TERMS	MATTER

DATE	DESCRIPTION	QTY	RATE	AMOUNT
11/12/2025	Telephone call with Chief Pulvermacher regarding Derleth	0.2	275.00	55.00
			Total	\$605.00



DEMPSEY LAW FIRM, LLP  
WWW.DEMPSEYLAW.COM

210 N. MAIN STREET, SUITE 100  
OSHKOSH, WI 54901  
920.235.7300 TEL  
920.235.2011 FAX

WRITER'S DIRECT  
920.235.7300 EXT. 102  
BDH@DEMPSEYLAW.COM



**DEMPSEY LAW**

November 26, 2025

**VIA: EMAIL ONLY**

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

City of Berlin  
Attn: City Municipal Court Attorney Proposal  
108 N. Capron Street  
P.O. Box 272  
Berlin, WI 54923

**RE: Proposal for City Municipal Court Services**

To Whom it May Concern:

Please take this correspondence as a proposal for the request for City Municipal Court Services for the City of Berlin.

**PROPOSAL REQUIREMENTS**

A. Our firm has existed since 1849 and serves a large portion of the State of Wisconsin. We represent numerous municipalities which are listed below and have 15 attorneys. The person largely responsible for the prosecutions would be myself, Brian Hamill. I have been practicing for 25 years and have been doing traffic and ordinance violations for that entire time. I have been representing municipalities' prosecutions for the past 4 years and we have enough support staff to assist me to be able to handle the caseload that is presented in the offering statement.

B. Village of Howards Grove	Mary Komoroski	(920) 234-0304
Village of Random Lake	Duane Urbanski	(920) 994-4852
Town of Wilson	Julie Wicker	(920) 695-0088
Town of Fond du Lac	Jeff Monstma	(920) 960-4644
Town of Taycheedah	Ken Steffes	(920) 960-1380
Town of Morrison	Sharon Diedrick	(920) 660-2331
Town of Holland	Mike Smits	(920) 609-1007
Town of Humboldt	Tim Van Pay	(920) 371-2171
Village of Eden	Kari Schlefke	(920) 47-4304
Town of Emmett	Kathy Wegner	(920) 261-1611
Town of Brothertown	LeAnne Karls	(920) 418-0949
Town of Angelica	Connie Przybylski	(920) 822-3112
Town of Eldorado	Cheryl Pionke	(920) 872-0800

Town of Springsvale	Karen Smit	(920) 960-9143
Town of Friendship	Amanda Kollmann	(920) 251-4171
Village of St. Cloud	Rhonda Weber	(920) 979-0616
Town of Leroy	Linda Schraufnagel	(920) 583-9599
Town of Hartford	Pam Beine	(262) 673-7214, ext. 1
Town of Rosendale	Roxanne Tarnow	(567) 979-5498
Town of Sheboygan Falls	Jeanette Meyer	(920) 467-1922
Town of Auburn	Bonnie Berg	(920) 517-0672
Town of Forest	Sarah Loehr	(608) 792-7013
Village of Jackson	Jen Heidtke	(262) 677-9001, ext 215
Village of Campbellsport	Judy Abler	(920) 533-8321
Town of Metomen	Cindy Sheskey	(920) 291-7743
Town of Oakfield	Nicole Schauer	(920) 517-6727
Town of Alto	Tonya Bruins	(920) 948-8268
Town of Byron	Katie Trewin	(920) 948-2652
Town of Empire	Nicole Pierquet	(920) 215-1167
Town of Eden	Julie Schodrow	(920) 322-5556
Town of Waupun	Amy Ewerdt	(920) 583-5171
Village of Elkhart Lake	Jessica Reilly	(920) 876-2122
Town of Ashford	Tracy Flasch	(920) 533-5053
Town of Lamartine	Cindy Pluim	(920) 933-0089
Town of Pittsfield	Debbie Diederich	(920) 676-1517
Village of Theresa	Becky Tellier	(920) 539-7104
Town of Nekimi	Tom Pollack	(920) 509-9883
Town of Marshfield	Marlene Sippel	(920) 627-1146
Town of Hortonia	Lyn Neuenfeldt	(920) 216-0932
Village of Newburg	Brandy Loveland Seelow	(262) 675-2160
Town of Osceola	Kay Wege	(920) 212-8696, ext. 0
Town of Franklin	Cary Nate	(920) 754-4171
Town of Neenah	Ellen Skerke	(920) 725-0916
Town of Nepeuskun	Rebecca Pinnow	(920) 420-1157
Town of Winchester	Holly Stevens	(920) 836-2948
Town of Black Wolf	Alex Synder	(920) 688-1404
Village of Ephraim	Andrea Collak	(920) 854-5501
Town of Ripon	Cynthia Beier	(920) 748-2019
Town of Polk	Alison Pecha	(262) 677-2123, ext. 2
Village of Kewaskum	Tammy Butz	(920) 626-3627
Town of Brillion	Karen Jannette	(920) 756-5363
Town of Egg Harbor	Pam Krauel	(920) 743-6141
Town of Gibraltar	Laura Reetz	(920) 868-1714
Town of Green Valley	Rose Nygaard	(715) 851-5264
Town of Harrison	Kathy Kloes	(715) 623-6931
Town of Little Suamico	Lisa Glinski	(920) 826-7655



Town of Lomira	Sharon Belling	(920) 583-4011
Town of Morrison	Colleen Magley	(920) 864-2388
Village of Mt. Calvary	Mary Merten	(920) 948-9155
Town of Oshkosh	Jeannette Merten	(920) 235-7771
Town of Palmyra	Michele Smith	(262) 495-2049
Town of Sherman	Janelle Kaiser	(920) 994-9421

C. My current hourly rate is \$300.00, which would be the same for any other attorney or support staff.

D. Fee Estimate: For most cases, our time consisted of reviewing the file and setting up a Pre-trial Conference with a Notice of Hearing to the defendant. Most cases settle at that point and a Stipulation is drafted for the defendant to sign and return. In those types of cases, it is typically under an hour of work. For cases that are not settled at the pre-trial date, we usually resolve within another hour of time and negotiation. If there are 10 contested cases a month, I would estimate 10 hours of time, or a cost of \$3,000.00.

E. Billing. See attached billing statement.

F. There are no known conflicts of interest in representing the CITY.

#### **EVALUATION CRITERIA**

A. We represent numerous municipalities which are listed above and have 15 attorneys. I would be the person largely responsible for the prosecutions, and I have been practicing for 25 years and have been doing traffic and ordinance violations for that entire time. I have also been representing municipalities' prosecutions for the past 4 years.

B. We do have a number of attorneys who can help assist in covering cases. The caseload suggested will probably not require more than one attorney.

C. See above.

D. Christian Bandt, Clerk/Treasurer for the Village of Howards Grove	(920) 234-0304
Duane Urbanski, President for the Village of Random Lake	(920) 994-4852
Jeff Monstma, Chairman for the Town of Fond du Lac	(920) 960-4644

E. No conflicts are anticipated.

F. Once again, our firm has been in existence since 1849, so there is definitely a stable level of service that we provided.

Thank you for your consideration.

Sincerely,

**DEMPSEY LAW FIRM, LLP**

A handwritten signature in blue ink, appearing to be 'BDH' with a stylized flourish.

Brian D. Hamill  
[bdh@dempseylaw.com](mailto:bdh@dempseylaw.com)

BDH/kg  
Attachment

BLACK RIVER FALLS  
132 MAIN ST.  
BLACK RIVER FALLS, WI 54615

DE PERE  
2079 LAWRENCE DR., STE. C  
DE PERE, WI 54115

FOND DU LAC  
10 FOREST AVE., STE. 200  
FOND DU LAC, WI 54935



**DEMPSEY LAW**  
DEMPSEY LAW FIRM, LLP

OSHKOSH  
210 N. MAIN ST., STE. 100  
OSHKOSH, WI 54901

WAUPUN  
95 S. HARRIS AVE., STE. 201  
WAUPUN, WI 53963

WAUSAU  
500 N. 3RD ST., STE. 420  
WAUSAU, WI 54403

FEIN: 39-0774454  
TEL: 920-235-7300

Village of Random Lake  
c/o Stephanie Waala, Clerk-Treasu  
P.O. Box 344  
Random Lake, WI 53075

Statement Date 10/06/2025  
Account No. 21288 100000  
Statement No. 7

Traffic

			HOURS	
09/04/2025	BDH	Draft Order re: Neese matter; file Stipulation and Order with court	0.20	
	BDH	Draft Stipulation for Camara matter; letter to Attorney Bayer	0.30	
09/05/2025	BDH	Review citation, reports and documentation from sheriff's department Re: Plugge; schedule Pre-trial; draft Notice of Hearing	0.40	
09/15/2025	BDH	Email from Court with Default Judgment for Barba case	0.20	
09/16/2025	BDH	Draft Order for Barba matter; file Stipulation and Order with court	0.20	
09/18/2025	BDH	Email regarding attorney appearance re: Plugge matter; reschedule Pre-trial	0.20	
09/23/2025	BDH	Attend Scheduling Conference re: Chahal matter	0.20	
	BDH	Email from Court re: Calderon matter	0.20	
	BDH	Letter to Court re: Schmit matter	0.20	
09/24/2025	BDH	Email from attorney regarding Jury Demand re: Witkowski	0.30	
09/29/2025	BDH	Email from Clerk regarding Pre-trial for Witkowski matter	0.20	
		FOR SERVICES RENDERED	2.60	806.00
	TOTAL			806.00

Please Detach and Return This Portion With Your Remittance

Please Charge \$ \_\_\_\_\_ on the following:

Card Type:

☐ Visa

☐ Master Card

☐ Discover

☐ American Express

Card Number:

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Exp. Date (req.)

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CCV (req.)

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FOR OFFICE USE:

Amount Remitted \_\_\_\_\_

Check No. \_\_\_\_\_

Statement Date 10/06/2025

Statement No. 7

Account No. 21288.100000

Cardholder Signature \_\_\_\_\_

INTEREST CHARGED ON UNPAID BALANCE AFTER THIRTY DAYS = 1% PER MONTH

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

**TO:** Common Council  
**FROM:** Brittani Majeskie, Deputy Clerk-Treasurer  
**AGENDA ITEM:** 2026-2027 Election Inspectors  
**MEETING DATE:** December 2, 2025

**BACKGROUND**

The two political parties whose candidates for governor or president received the largest number of votes in the previous general election may submit lists of election inspector (poll worker) nominees no later than November 30 of an odd numbered year, to be appointed no later than December 31 of an odd numbered year.

Staff contacted the appropriate representatives of the Republican and Democratic Parties for Green Lake and Waushara Counties advising of their responsibility to submit a list of nominees to the Mayor.

Staff has assembled a list of Election Inspectors for 2026-2027 using the lists submitted by the Republican and Democratic Parties, their affiliation noted. However, at the time of preparing this memo, the party lists received were insufficient. Therefore, staff submitted additional election inspector nominees, without regard to party affiliation, for appointment. If additional names are submitted by the Republican and Democratic Parties, the list of election inspectors will be amended (no later than November 30).

In addition, staff noted the election inspectors eligible to be designated as chief inspectors.

**SUGGESTED MOTION**

Motion to recommend to the Common Council approval of the 2026-2027 Election Inspectors.

## **2026 – 2027 ELECTION INSPECTORS**

Marilyn Adler - Unaffiliated

Arlynn Armatoski – Unaffiliated

Carleen Ashbrook – Unaffiliated

Julie Boeck – Unaffiliated

Jill Dittman – Unaffiliated

Kathryn Fredrick – Unaffiliated

George Gilles – Unaffiliated

Rebecca Guden – Unaffiliated

Susan Hale – Unaffiliated

Josie Hartzke – Unaffiliated

Keith Hess – Unaffiliated

Luann Hodge – Unaffiliated

Mark Hodge – Unaffiliated

Susan Jungenberg - Unaffiliated

Chris Kalupa – Unaffiliated

Sue Kiener - Unaffiliated

Gary Knoke – Unaffiliated

Richard Lashbrook – Unaffiliated

Gloria Lichtfuss – Unaffiliated

Linda Lien – Unaffiliated

Lynn Lodholz – Unaffiliated

Bonnie Lundt – Unaffiliated

James Marks – Unaffiliated

Pam Marks – Unaffiliated

Dorothy Nelson – Unaffiliated

Mary Nighbor – Unaffiliated

Diane Olson – Unaffiliated

Scott Schellin – Unaffiliated

Mary Schwark – Unaffiliated

Deidre Splitt – Unaffiliated

Ashley Stepniewski - Unaffiliated

Deborah Thom – Unaffiliated

Kathy Thom – Unaffiliated

Luceanna Zimmer-Eisberner - Unaffiliated

Thomas Zuehlke – Democratic Party

### **CHIEF INSPECTORS**

Denise Krentz – Unaffiliated

Sandra Peschke – Unaffiliated

Susan Thom – Unaffiliated

Diane Toraason – Unaffiliated

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** 2025 Budget Amendments  
**MEETING DATE:** December 2, 2025

**BACKGROUND**

It is good practice to shore up the City's budget each year to ensure that the municipality is compliant with State Statutes and accounts for all expenditures in the year. At this point, there are a number of accounts that need to be adjusted due to cost overruns (some with corresponding increases in revenue collected) and unanticipated expenditures. These adjustments are what are anticipated to account for needed transfers for the year, however, because November and December expenditures have not yet been accounted for, a final budget amendment may be needed in January.

As noted on the attached 2025 Budget Amendments document:

	TOTAL Revenue Offsets	\$159,345.03
	TOTAL Transfers among expenditure budgets	\$56,679.01
	TOTAL Transfers Impacting Budget	\$321,084.95

Transfers among expenditure budgets are transfers that will not impact the total amount utilized to cover the costs experienced. Monies that are not expected to be expended from one area of the general fund budget (that are not within the same department/area budget) are being repurposed to fulfill the needs of another budget area.

Revenue offsets are instances where additional funds will be needed to pay costs that exceeded the anticipated need, however such costs have an offsetting revenue that is generated when the cost is experienced. For example, when a building permit is issued there are costs paid by the city to the building inspector and/or city engineer to process the permit. But there are also revenues generated when a permit fee is charged to the customer/resident/business owner requesting the service.

Transfers in from Applied Fund Balance are funds that will be taken out of the City's reserves.

**SUGGESTED MOTION**

Motion to recommend approval of the 2025 Budget Amendments to the Common Council.



2025 Budget Amendments	2025 Budget Amendments					
To Account (overrun/unanticipated expenditure)		From Account (funds available)	Amount	Explanation		
		Offsetting Revenue	\$53,345.03	Utility refunded City for Hydrant Rental fees inadvertently billed in 2025		
100-10-52232-220	Hydrant Rental			More building permits were issued than anticipated, this has resulted in		
100-10-52420-210	Building Insp/Code Enforcement Services	Offsetting Revenue	\$66,000	additional costs, which generate offsetting revenues		
			\$159,345.03			
		TOTAL Revenue Offsets				
100-00-51400-170	Employee Benefits Retiree Payout & Insurance	100-00-59900-390	\$7,550	Cost overrun due to Employee Retirement Payout (February)		
100-10-51415-210	City Admin Professional Services	100-00-59900-390	\$7,729.01	Contract costs for Interim City Administrator		
				Net amount - Additional time and accounting services for the audit, full		
100-10-51510-210	Independent Audit Professional Services	100-10-51500-210	\$17,750	budgeted amount for assessment not needed due to completion of revaluation		
				prior year		
100-30-53312 (all)	Public Works Parks Maintenance	100-30-53313 (several)	\$19,650.00	Actual time within various budgets are charged, total budget not exceeded,		
				costs transferred to reflect actual versus anticipated		
100-60-56700 (several)	Economic Development	100-60-56500-100	\$4,000.00	Actual time within various budgets are charged, total budget not exceeded,		
				costs transferred to reflect actual versus anticipated		
		TOTAL Transfers among expenditure budgets	\$56,679.01			
100-10-51300 (110 & 210)	City Attorney Salaries & Special Legal Counsel Professional Services	100-00-34304-000	\$233,000	2024 and 2025 cost overruns for City Attorney and Municipal Court Attorney		
				services from Chier Law		
100-20-52100-210	Police Department Professional Services	100-00-34304-000	\$9,196.95	Cost share for Attorney fees for Collective Bargaining Agreement was not		
100-29-52900 (several)	Emergency Management Budget	100-00-34304-000	\$9,388	accounted for as a Police Department expense		
				Expenses due to Employee Retirement Payout (February)		
100-30-51610-220	Building and Grounds Utilities	100-00-34304-000	\$12,000.00	Utility bills have averaged about \$2700 a month so an additional funding need is		
				anticipated.		
100-30-53311-290	Public Works General Streets other Contractual Services	100-00-34304-000	\$7,000	Equipment rental and needed services exceeded anticipated costs.		
				Utility bills have averaged \$5000-\$6000 a month so an additional funding need		
100-30-53420-220	Street Lights Utilities	100-00-34304-000	\$15,000	is anticipated.		
100-30-53620-290	Garbage & Refuse Other Contractual Services	100-00-34304-000	\$17,000.00	Collections exceeded anticipated budgeted estimates.		
100-30-53635-290	Recycling Other Contractual Services	100-00-34304-000	\$18,500	Collections exceeded anticipated budgeted estimates.		
		TOTAL Transfers in from Applied Fund Balance	\$321,084.95			
		TOTAL Revenue Offsets	\$159,345.03			
		TOTAL Transfers among expenditure budgets	\$56,679.01			
		TOTAL Transfers Impacting Budget	\$321,084.95			

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Service Provider Agreement between Green Lake County and Berlin Emergency Medical Service  
**MEETING DATE:** December 2, 2025

**BACKGROUND**

The City of Berlin provides Emergency Medical Services for a portion of Green Lake County. The City has requested funding not to exceed \$2,120,000 to cover the expenses of the EMS Department (including changing EMS employees to Protected Status under WRS and the hiring of an additional EMT) in 2026. The enclosed contract provides for this funding.

The contract signed for 2025 services has been updated to reflect these budget changes for 2026. In 2026 the City and County intend to review the entire contract to ensure consistency and completeness of the contract language.

**SUGGESTED MOTION**

Motion to recommend to Common Council to authorize the City Administrator to sign the 2026 agreement with Green Lake County for Berlin EMS to provide Emergency Medical Services to the County.



SERVICE PROVIDER AGREEMENT BETWEEN  
THE COUNTY OF GREEN LAKE  
AND  
BERLIN EMERGENCY MEDICAL SERVICE

---

THIS AGREEMENT is entered into effective as of January 1, 2025, between Green Lake County, a Wisconsin county existing in accordance with Chapter 59 of the Wisconsin Statutes (the "County"), and the Berlin Emergency Medical Service, an emergency medical services provider licensed in the State of Wisconsin (the "Provider").

WHEREAS, the County coordinates overall the EMS system and has elected to utilize the Provider and may consider additional providers as needed; and

NOW, THEREFORE, in consideration of the mutual promises and covenants of each other contained in this Agreement and other good and valuable consideration, receipt of which is hereby mutually acknowledged, the parties agree as follows:

**ARTICLE I**

**THE AGREEMENT**

**Section 101. PURPOSE**

The purpose of this Agreement is to define the obligations and responsibilities of the Parties hereto with respect to the provision of emergency medical service in Green Lake County in accordance with Chapter 256 of Wisconsin State Statutes.

## **SECTION 102. COOPERATION**

The Parties shall cooperate and use all reasonable efforts, pursuant to the terms of this Agreement, to facilitate the terms of this Agreement.

## **SECTION 103. CONTRACT DOCUMENTS**

The following Appendices are attached to and made part of this Agreement:

**Appendix A - Compensation Schedule**

**Appendix B - Coverage Areas**

**Appendix C - Insurance Requirements**

**Appendix D - Radio Programming**

**Appendix E - Operational Capacity Requirements**

This Agreement, together with the foregoing Appendices, constitutes the entire Ambulance Service Agreement between the Parties with respect to the provision of Ambulance Services, shall supersede any prior proposal, agreement, contract or memorandum of understanding between the Parties regarding such services and the Parties agree that the terms and conditions of this Agreement, including the Appendices, shall govern exclusively the obligations of the Parties. In the event of a conflict between or among this Agreement and any of the Appendices, this Agreement shall govern over the provisions of the Appendix or Appendices; or, in the event of a conflict between or among Appendices, the Appendix listed first above shall govern over those below it.

## **ARTICLE II**

### **DEFINITIONS**

## **SECTION 201. WORDS AND TERMS**

Unless the context otherwise requires, capitalized terms used herein shall have the following meanings ascribed to them:

***"Additional Services" means*** those services described in Section 412 hereof.

**"Advanced Life Support" or 'ALB"** has the same meaning as chapter DHS 110 of the Wisconsin Administrative Code, or successor regulation.

**"Affiliate"** means any parent municipality, corporation, joint venture, subsidiary, or other legal entity with direct or indirect control of the Provider.

**"Ambulance"** has the same meaning as chapter 256 of the Wisconsin Statutes, meeting the requirements.

**"Ambulance Service"** has the same meaning as chapter 256 of the Wisconsin Statutes for Emergency and Non-emergency Transport services offered by the County and provided by Provider, including management, supervision, Additional Services, and other ambulance related services offered by the County, and provided by the Provider, pursuant to this Agreement. For the purposes of ambulance vehicles, ALS is the minimum level of capability.

**"Automated Aids"** means the computer hardware, software, and networking provided and maintained by the Provider to aid in the automated tracking and assignment of Vehicles, providing information related to a Dispatch, mapping, routing, monitoring performance, and Vehicle status, scheduling of personnel, and any other management systems utilized by the Provider. At a minimum, Automated Aids includes a global positioning satellite (GPS) enabled mobile communications terminal purchased, installed, and maintained by the Provider in any Ambulances.

**"Backup Agreement "has** the same meaning as "Backup Agreement" as in section DHS 110.04(9) of the Wisconsin Administrative Code, regarding all Providers within the Green Lake County EMS System.

**"Base Amount" means** the amount set forth in **Appendix A**, paid quarterly to Provider by the County for the provision of Base Services.

**"Base Services"** means all Emergency and Downgraded Emergency Responses, including all related support and ancillary services required hereunder, but excluding Additional Services.

**"CAD"** means computer aided dispatch computer hardware and software utilized by the County. Such software also includes the current version of Green Lake County's Computer Aided Dispatch System and System or any successor systems, products, or versions.

**"Caller "means** a person accessing the response system by telephone.

**"Communications Center"** means the combined PSAP, and dispatch facility operated by the Green Lake County Sheriff's Office.

**"County"** means Green Lake County, Wisconsin.

**"Dedicated Standby"** has the same meaning as "dedicated services" in section DHS 110.04(18) of the Wisconsin Administrative Code, such Ambulance being exempt from the then-current System Status Plan.

**"Department"** means the Wisconsin Department of Health Services, its divisions or other state agencies, having jurisdiction over EMS or Ambulance Services.

**"VHS"** means the Division of Health Services as used in the Wisconsin Administrative Code.

**"Disaster"** has the same meaning as chapter 323 of the Wisconsin Statutes, as declared by Federal, State, or County government.

**"Disaster and Specialty Response Units"** means transport capable medical ambulance buses, medical supply delivery trucks, equipment and supply trailers, rehabilitation units, spare ambulances, tow-vehicles, all-terrain vehicles, or any emergency vehicles provided and maintained by the County for the purposes of evacuation, transport, protection, or care of the sick, disabled, and injured.

**"Dispatch"** or **"Dispatched"** means the act by the Communications Center of notifying a Provider of a Request by either triggering an audible alarm at a properly equipped radio receiver, a visual annunciation at a properly equipped fixed facility, or both. The customary audible alarm will be accomplished through the activation of specific tones transmitted on a designated County radio frequency followed by a voice transmission but may be supplemented by the transmission of related data.

**"Downgrade"** or **"Downgraded"** means the discontinuance of the use of emergency warning devices, such as emergency warning lights and sirens, during a Response to an Emergency Request.

**"Downgraded Emergency Request"** means an Emergency Request which, either 1) during a Response, or 2) during the period of time from when a Request is received to when Provider arrives on the scene, is Downgraded by a First Responder or dispatch personnel in compliance with the established EMS Protocols.

**"Emergency Medical Services Dispatcher "or "EMS Dispatcher "means** any person who is employed at the Communications Center to Dispatch Provider and provide Pre-Arrival Instructions.

**"Emergency Medical Technician "or "EMT" has** the same meaning as chapter 256 of the Wisconsin Statutes.

**"Emergency" or "Emergency Response"** means the use of emergency warning devices, such as emergency warning lights and sirens, during a Response to an Emergency Request. **"Emergency" or "Emergency Response"** means the use of emergency warning devices, such as emergency warning lights and sirens, during a Response to an Emergency Request.

**"Emergency Medical Responder" or "EMR" has** the same meaning as chapter 256 of the Wisconsin Statutes.

**"Emergency Request"** means a request for emergency services received directly at the PSAP, or a request for emergency services transferred from another source to the Communications Center.

**"Emergency Transport"** means a Transport resulting from, 1) a Response to an Emergency Request, or 2) a Response to a Non-Emergency Request that results in a need for emergency services and emergency warning lights and sirens during transport. **"EMS"** has the same meaning as in chapter DHS 110 of the Wisconsin Administrative Code.

**"EMS Communications"** means any portion of the Communications Center, used for Ambulance Dispatch and communications. The County may elect to relocate the EMS Communications function if it so chooses.

**"EMS Emergency"** means any occurrence or threat thereof, in the County or any municipality herein, or in any surrounding County or Counties, which may result in an unexpected increased demand for Ambulance Services and is designated as such by the County.

**"EMS Personnel"** means the EMRs, EMTs, Paramedics, critical care nurses, or other medical professionals trained and licensed/certified to provide EMS Patient care.

**"EMS Protocols"** means the patient care protocols as outlined in chapter DHS 110 of the Wisconsin Administrative Code, a listing of which is attached hereto as **Appendix E**,

*prepared for the EMS System and approved by the Medical Director, as the same may be amended from time to time.*

**"EMS System"** means the network of organizations and individuals established to provide Emergency Medical Services to citizens of the County and includes: citizen CPR training and public education, EMS Communications Center operations, Emergency Medical Responders, all Ambulance Services, materials, and fleet management, and medical quality control.

**"First Responder"** means the same meaning as "emergency medical personnel" as defined in section 941.37 of the Wisconsin Statutes.

**"Emergency Medical Responder"** or "EMR" has the same meaning as chapter 256 of the Wisconsin Statutes.

**"Emergency Request"** means a request for emergency services received directly at the PSAP, or a request for emergency services transferred from another source to the Communications Center.

**"Emergency Transport"** means a Transport resulting from, 1) a Response to an Emergency Request, or 2) a Response to a Non-Emergency Request that results in a need for emergency services and emergency warning lights and sirens during transport. "EMS" has the same meaning as in chapter DHS 110 of the Wisconsin Administrative Code.

**"EMS Communications"** means any portion of the Communications Center, used for Ambulance Dispatch and communications. The County may elect to relocate the EMS Communications function if it so chooses.

**"EMS Emergency"** means any occurrence or threat thereof, in the County or any municipality herein, or in any surrounding County or Counties, which may result in an unexpected increased demand for Ambulance Services and is designated as such by the County.

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**"First Responder"** means the same meaning as "emergency medical personnel" as defined in section 941.37 of the Wisconsin Statutes.

**"Fiscal Year"** means the year commencing on January 1 of any given year and ending on December 31.

**"Health Care Facility"** means any hospital or facility as defined in section 150.84 of the Wisconsin Statutes.

**"Hospital Bed Delay" means** the continuation of Patient care at a hospital which exceeds twenty (20) minutes after Transport from the scene of an Emergency Request or a Downgraded Emergency Request. The time interval shall be calculated from arrival at the hospital until the time the hospital assumes responsibility for the Patient by receiving verbal report and placing the Patient on a hospital stretcher, in a wheelchair, or in the emergency department waiting room. A Hospital Bed Delay does not include Non-Emergency Requests, Scheduled Transports, direct admissions, or crew delays for clean-up, documentation, or other tasks.

**"Incident Command System" means** the on-scene management of an emergency incident and the structure and organization of responding resources within a standard hierarchy following the then current National Incident Management System. All resources, including resources provided by the Ambulance Provider, are subject to the direct orders and assignments of the incident commander and/or the branch/division/section officer, as applicable, in order to affect the timely and orderly mitigation of the emergency.

**"In-service" or "In-service Ambulance"** has the same meaning as chapter Trans 309 of the Wisconsin Administrative Code.

**"Just Cause"** means there is probable cause to believe that Provider has breached a material ethical, professional, safety and/or legal standard as established under this Agreement, or that Provider has failed to act in good faith in Provider's performance under this Agreement.

**"Just Culture" means** the framework of assuring patient safety through error prevention and process improvement; assuring and improving the quality of Patient care services;

supporting a professional environment and culture that encourages and supports Personnel; understanding human errors occur and how accountability is assured through consoling, coaching, counseling, remedial training, or corrective action. **"Medical Control" has** the same meaning as chapter 256 of the Wisconsin Administrative Code.

**"Medical Direction" means** medical supervision of the EMS System provided by a Medical Director or Medical Control through two-way communication or through established standing orders, pursuant to rules of the Department.

**"Medical Director" has** the same meaning as chapter 256 of the Wisconsin Statutes, providing such services to the County and its Providers.

**"Non-Emergency Request" means** a Request not meeting the definition of Emergency Request.

**"Non-Emergency Transport" means** Transport not meeting the definition of Emergency Transport.

**"Non-Transport" means** a response by Ambulance to a Request which does not result in a Transport, and which is not eligible for compensation hereunder.

**"Operational Plan" has** the same meaning as chapter DHS 110, Wisconsin Administrative Code.

**"Out-of-service" or "Out-of-service Ambulance" means** an ambulance that fails to meet the requirements of an In-service Ambulance.

**"Paramedic" has** the same meaning as chapter 256 of the Wisconsin Statutes, and is County Certified.

**'Party' or 'Parties'** means either the County or Provider, or both, as the context of the usage of such term may require.

**'Patient' has** the same meaning as chapter DHS 110 of the Wisconsin Administrative Code.

**'Patient Care Report' has** the same meaning as chapter 110 of the Wisconsin Administrative Code, and is County Certified.

**'Performance Requirements'** means the requirements of this Agreement intended to ensure that: 1) Response Times meet the requirements provided herein; 2) Vehicles be designed and equipped as provided herein; 3) clinical performance be consistent with approved medical standards and protocols; 4) the conduct and appearance of all Provider's Personnel be professional and courteous at all times.

**'Personnel'** means all employees including, but not limited to, Emergency Medical Technicians, fleet mechanics, materials management assistants, managers, Paramedics, Registered Nurses, supervisors, and Senior Management employed by Provider.

**'Pre-Arrival Instructions'** means the Caller interrogation and instructions, as set forth in the National Academies of Emergency Dispatch's Medical Priority Dispatch Protocol version 12, or any successor method approved by the County and the Medical Director, which instructions are given by an EMS Dispatcher, at the Communications Center to a Caller prior to arrival of a First Responder, EMR, or Ambulance.

**"Primary Service Area"** has the same meaning as chapter DHS 110 of the Wisconsin Administrative Code.

**'Priority Dispatch Protocols'** means the protocols described in Section 402 hereof; or any future variation determined by the County.

**'Public Safety Answering Point' or 'PSAP'** has the same meaning as section 256.35 of the Wisconsin Statutes, operated by Green Lake County.

**"Registered Nurse" has** the same meaning as chapter DHS 110 of the Wisconsin Administrative Code.

**"Request" means** either an Emergency Request or a Non-Emergency Request.

**"Reserve Ambulance"** has the same meaning as chapter Trans 309 of the Wisconsin Administrative Code.

**"Response"** means the act of responding to a Request, which act begins with the dispatching of an Ambulance and, 1) in the case of a Request which does not result in a Transport, ends with cancellation of the Ambulance responding to the Request; or 2) in the case of Request resulting in a Transport, ends with the arrival of the Ambulance at the scene for Patient Transport.

**"Response Time"** means: 1) in the case of an Emergency Request, the actual time elapsed from the Provider's turnout time to the moment Provider's first transport capable Ambulance arrives at the scene; or 2) in the case of Non-Emergency Requests, the time

elapsed from the requested pickup time to the time of arrival for Patient Transport. **"Rules and Regulations"** means the rules and regulations adopted by the County as may be amended from time to time.

**"Special Events"** has the same meaning as found in chapter DHS 110 of the Wisconsin Administrative Code.

**"Special Events Unit" or "SEU"** means the unit employed by Green Lake County to provide Dedicated Standby and other EMS and related services, such as EMR response at Special Events.

**"State"** means the State of Wisconsin.

**"State of Emergency"** has the same meaning as a Disaster, as well as that provided for in chapter 323 of the Wisconsin Statutes, declared by proclamation of the Federal, State, or County government.

**"System Status Plan"** means a management system for deploying and redeploying Ambulances.

**"Trans"** means the Department of Transportation as used in the Wisconsin Administrative Code.

**"Transport"** means all Emergency and Non-Emergency transportation in Ambulances by Provider of Patients.

**"Turnout Time"** means time interval that begins when the Communications Center Dispatch notification process begins by either an audible alarm or visual annunciation or both, and ends at the beginning point of travel time.

**"Uncontrollable Circumstance"** means any act, event, or condition other than a labor strike, work stoppage, or slowdown, which has or may reasonably be expected to have a direct material adverse effect on the rights or obligations of a Party hereunder if such act, event, or condition is beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement. Such acts, events, or conditions shall include an act of God and/or a State of Emergency. Normal weather conditions in Green Lake County are not considered an Uncontrollable Circumstance.

**"Vehicles"** means the Ambulances approved by the County.

***"Wisconsin Administrative Code" or "Wis. Admin. Code"*** means the current version of the Wisconsin Administrative Code at the time of the implementation of this agreement, and any successor versions enacted by the State.

***"Wisconsin Statutes" or "Wis. Stats."*** means the current version of state law at the time of the implementation of this agreement, and any successor versions enacted by the State.

This also includes any enabling regulations established by law in the Wisconsin Administrative Code (e.g. chapter DHS 110, Wis. Admin. Code as authorized by chapter 256, Wis. Stats.) as well as any successor versions enacted by the State.

## **SECTION 202. TERMS GENERALLY**

Whenever the context may require, any pronoun shall include corresponding masculine, feminine, and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval," and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require. The words "approved," "designate," or similar words shall be deemed to be preceded by the word "reasonably," except as the context may otherwise require.

## **ARTICLE III**

### **REPRESENTATIONS**

#### **SECTION 301. REPRESENTATIONS**

All Parties represent that they are fully authorized and empowered to enter into this Agreement, and that the performance of the obligations under this Agreement will not violate or infringe upon the rights of any third-party or violate any agreement between the Parties and any other person, firm, or organization, or any law or governmental regulation.

## **ARTICLE IV**

### **DUTIES AND RESPONSIBILITIES OF PROVIDER**

#### **SECTION 401. VEHICLES**

**Obligation to Provide Vehicles.** Provider shall provide four (4) ambulances that meet requirements specified by law or administrative rule as to specifications, medical equipment, supplies, and sanitation as specified under section 341.085 of the Wisconsin Statutes, and chapter Trans 309 of the Wisconsin Administrative Code.

**On-Board Equipment and Supplies.** All Ambulances shall at all times carry equipment, supplies, and medications sufficient to meet or exceed State requirements for ALS Ambulances, as well as that required by chapter Trans 309 of the Wisconsin Administrative Code.

**Maintenance of Vehicles.** Provider shall be responsible for maintenance and repair of all Vehicles, and for furnishing maintenance equipment, supplies, repairs, spare parts, replacement Vehicles, and fuel. During the term of this Agreement, the County may, deemed to be followed by the phrase "without limitation," except as the context may otherwise require. The words "agree," "agreement," "approval," and "consent" shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or unduly delayed," except as the context may otherwise require. The words "approved," "designate," or similar words shall be deemed to be preceded by the word "reasonably," except as the context may otherwise require.

**No Ambulance Shall Operate in a Deficient Condition.** *Any Provider Ambulance that fails to maintain the standards listed above, or should any Ambulance be found to no longer be in compliance with those standards, shall immediately be taken Out-of-service and repaired, or the deficiency otherwise corrected as soon as practical.*

**Staffing of Vehicles.** *All Ambulances shall have the required minimum staffing as established in chapter 256 of the Wisconsin Statutes to comply with the terms of their license issued by the Department. All 9-1-1 response ambulances shall be staffed at all times by at least two (2) properly licensed Emergency Medical Technicians, Advanced Emergency Medical Technicians or Paramedics.*

**Operational Capacities.** *These Ambulances shall be in-service on 24 hours, 7 days per week, 365 days per year (366 during leap years) basis. No Ambulance required to be In-service may be taken Out-of-service for three (3) hours or more in a single day except due to unforeseen mechanical failure or due to a traffic collision involving the Ambulance.*

*Upon written request the Provider shall provide to the County a plan that specifies how routine Ambulance maintenance shall be accomplished, and how any Ambulance suffering a prolonged incident taking it Out-of-service for three (3) hours or more, shall be replaced while maintaining the In-service Ambulance requirements specified herein. No activities, obligations, agreements, or operations outside of this Agreement conducted by a Provider shall detract from the capability to meet the requirements and obligations of the Provider as set forth in this Agreement.*

*The Provider shall be able to provide enough staffing and resources to ensure pre-scheduled availability to respond to 9-1-1 emergency incidents within the County 24/7/365. Barring any disaster or catastrophic incident, a paramedic- staffed ambulance must be available in or near the County to be ready to respond to the next call-for service. "Near" shall mean within 10 minutes of any County boundary.*

*The Provider shall be able at all times to respond to at least two concurrent EMS incidents, with two different ambulances, within the contracted service area at the same time and/or have coverage service agreements/mutual aid in place with neighboring services.*

#### **SECTION 402. COMMUNICATIONS CENTER OPERATIONS**

**CAD System Automated Aids.** Provider shall furnish and maintain Provider's own Automated Aids to support the performance management and oversight of Ambulance Services provided by the Provider. Dispatching hardware software, and central equipment within the Communications Center shall be provided and maintained by the County.

Provider shall be responsible for installing, maintaining and operating Provider's own Automated Aids for managing and positioning of Ambulances and related purposes. Any Automated Aids shall be installed, managed, and operated by the Provider, and shall not be linked to the County networks or systems unless specifically

authorized by the County in writing.

**Interface with Communications Center.** Both Emergency and Non-Emergency Requests for service shall come directly into the Communications Center. After processing the call, the Communications Center will transfer the information onto the County's CAD system. Upon being provided the County's Dispatch information, the Provider's Personnel shall validate the accuracy of the address given to ensure accurate mapping ("latitude and longitude coordinates") of the incident on all Requests. Upon completion of the call, Communications Center will update Dispatch information.



**Priority Dispatch Protocols.** Provider shall comply with the Priority Dispatch Protocols. No Emergency Request or Non-Emergency Request shall be denied response by an Ambulance, and no Patient requesting Transport shall be refused a medically necessary Transport by an Ambulance. Depending upon the nature of the Request, the Priority Dispatch Protocols governing the EMS System's response to each type of service request may include a Cancelled En-Route, a Downgraded Response, or an Emergency Response of either a First Responder, EMR, an Ambulance, or any combination thereof. Provider shall cooperate with the County in developing fully integrated Priority Dispatch Protocols for the EMS System.

**Pre-Arrival Instructions.** Provider shall implement and comply with the Pre-Arrival Instructions for all Non-Emergency Requests.

**Integrated Data System.** Using an electronic patient care reporting system, Provider shall utilize a fully integrated data collection and reporting system for gathering and entering relevant data regarding the activities of every component of the EMS System involved in any Response to a Request which is provided by the State. Currently, the State of WI reporting system is WARDS Elite.

The Parties understand that the database shall be fully comprehensive, including complete and integrated information on all system activities beginning when the Emergency Request or Non- Emergency Request is received through Dispatch activities, Response Times, Patient care rendered by Personnel, EMR personnel, and Transport to the Patient's destination.

**Communications Equipment.** Provider shall be responsible for the installation of all communications equipment, and shall be responsible for the costs of programming, maintenance, insurance, and purchases of auxiliary devices. All communications equipment shall be programmed in accordance with **Appendix D.**

**Communications Center Procedures.** Provider shall assist the County in the development, improvement, and maintenance of internal procedures within the Communications Center to improve service delivery to the public, and all aspects of the EMS System. Provider acknowledges that it is the sole purview of the County to enact and maintain Communications Center procedures, and the County acknowledges that Provider input and participation in procedure development is vital to ensure optimal EMS System performance.

Provider shall participate in internal Communications Center quality assurance and improvement efforts, for the purpose of enhancing the communications portion of the EMS System. The Communications Center will cooperate in Provider quality assurance and improvement programs to assist the Provider in enhancing Provider's service delivery portion of the EMS System.

#### **SECTION 403. COVERAGE AREAS**

Provider is subject to Dispatch for Ambulance Services anywhere within the boundaries of Green Lake County, irrespective if that area is with the Provider's Primary Service Area or not. Such determination of assignments shall be made by the Communications Center.

Provider shall provide primary Ambulance Services within the area designated as that Provider's Primary Service Area in **Appendix B**. The Provider shall be the Provider primarily responsible for providing Ambulance Services within its primary coverage area on a 24 hours, 7 days per week, 365 days per year (366 during Leap Years) basis within the Turnout Times set forth in Section 405 below.

Each Provider shall further provide secondary Emergency Ambulance Services within the areas that constitute the balance of the County not included in the Primary Service Area in **Appendix B**. The Provider shall be secondarily responsible for providing Ambulance Services within its secondary coverage area on a 24 hours, 7 days per week, 365 days per year (366 during Leap Years) basis within the Turnout Times set forth in Section 405 below in the event the primary Provider is unable to respond. The County shall be solely responsible for determining which Provider is Dispatched on a secondary basis.

The Provider agrees that this Agreement constitutes a de facto Backup Agreement with all other Providers in Green Lake County. Such Backup Agreement will be in force so long as this Agreement, and any successor agreement or extension, is also in force.

#### **SECTION 404. TURNOUT TIMES AND RESPONSES**

**Turnout Time Measurement.** For purposes of measuring Turnout Time, the criteria set forth in **Appendix E** shall apply. Turnout Time compliance shall be measured and reported to the nearest 100th of 01 percent (01%) and be determined on both a daily and calendar month basis.

**Emergency Requests and Downgraded Emergency Requests.** Provider's Turnout Time and Response Time to Emergency Requests and Downgraded Emergency Requests shall comply with **Appendix E**.

#### **SECTION 405.    MISCELLANEOUS EQUIPMENT**

Other provisions of this Agreement notwithstanding, Provider shall be responsible for furnishing, at Provider's own expense, all necessary vehicles, equipment, utilities, supplies, facilities, and maintenance of the aforementioned to **fulfill** Provider's obligations under this Agreement.

#### **SECTION 406.    REPORTING AND COUNTY OVERSIGHT**

Provider shall provide reports and updates at a minimum of quarterly to the County. The Public Safety and Judicial Committee is the designated oversight committee for Provider services. The Committee, in conjunction with the County Administrator, **will** provide appropriate guidance and direction as needed, to align with terms and conditions found within this Agreement.

#### **SECTION 407.    MEDICAL QUALITY CONTROL**

Provider shall fully comply with all laws, standards, rules, and regulations established by the State, the County, and those established in the EMS Protocols.

#### **SECTION 408.    QUALIFIED PERSONNEL**

All persons employed by Provider in the performance of work under this Agreement shall be trained and shall hold an appropriate license.

#### **SECTION 409.    DISASTER ASSISTANCE. EMS EMERGENCY AND MUTUAL AID**

**Disaster Assistance.** Immediately upon notification by the County of a State of Emergency or Disaster, Provider shall commit all such resources as are necessary and appropriate, given the nature of the Disaster, and shall assist in accordance with plans and protocols applicable in the locality where the State of Emergency or Disaster has occurred. Provider understands the County has the right to utilize mutual aid Ambulances and other EMS assets to mitigate the Emergency and Transport Patients. When the State of Emergency or Disaster has been mitigated, Provider shall resume normal operations as rapidly as is practical. Provider shall assist in the operation of County's Disaster and Specialty Response Units if requested.

During a State of Emergency or Disaster, Provider shall use best efforts to provide local Emergency coverage, and shall suspend Non-Emergency Transport work as necessary, informing persons requesting such non-Emergency service of the reason for the temporary suspension.

After the Disaster or State of Emergency, Provider may apply for Uncontrollable Circumstance exemptions to Response Time requirements on a case-by-case basis in accordance with Section 405 hereof.

Provider will also actively cooperate in planning, updating, and following the Green Lake County Emergency Operations Plan (EOP) or Emergency Response Plan (ERP).

**EMS Emergency.** Immediately upon notification by the Communications Center or the EMS Coordinator of an EMS Emergency, Provider shall commit such resources as are necessary and appropriate and shall assist in accordance with plans and protocols applicable in the locality where the EMS Emergency has occurred. This may include, but is not limited to, additional Ambulances to be staffed immediately to respond to a large scale or mass casualty incident, support staff to deliver medical supplies or assist in the operation of County's Disaster and Specialty Response Units.

Provider understands the County has the right to utilize mutual aid Ambulances to mitigate the EMS Emergency and Transport Patients. When the EMS Emergency has been mitigated, Provider shall resume normal operations as rapidly as is practical.

During the course of an EMS Emergency, Provider shall use best efforts to provide local Emergency coverage, and shall suspend Non-Emergency Transport work, informing persons requesting such non-emergency service of the reason for the temporary suspension. After the EMS Emergency, Provider may apply for Uncontrollable Circumstance exemptions to Response Time requirements on a case-by- case basis in accordance with Section 405 hereof.

**Mutual Aid.** Response by the Provider to Emergency Requests shall be performed in accordance with all of the terms and conditions of the Agreement. Provider shall manage any response to such out of County mutual aid Emergency Requests in a manner which does not jeopardize Provider's ability to render reliable Response Time performance as required hereunder.

#### **SECTION 410. ADDITIONAL SERVICES**

**Dedicated Standby.** Provider shall provide Dedicated Standby with Ambulances if staffing allows for mass gatherings or complex medical standby plans. This may include Dedicated Standby of Disaster and Specialty Response Units. Ambulances used for Dedicated Standby shall transport patients from the event location to a medical facility, in which case another Ambulance shall be immediately dispatched to resume provision of Dedicated Standby at the special event. Should the County's SEU also be assigned to that event, the requirement for the immediate replacement of the original Dedicated Standby Ambulance is suspended. At no time shall Patient Transport be delayed by an Ambulance because of a Dedicated Standby.

**Courtesy Standby at Law Enforcement, Hazardous Materials, and Fire Incidents.** Upon request by law enforcement, hazardous materials, and fire department agencies or the Communications Center, Provider shall, without additional compensation, furnish courtesy dedicated coverage at Emergency incidents involving a potential of danger to the personnel of the requesting agency.

**Hospital Bed Delay.** Provider may be called upon to continue Patient care after the arrival at a hospital. When the Provider experiences a Hospital Bed Delay, the Provider's EMS Personnel shall seek Medical Direction and follow the procedures contained in the EMS Protocols regarding Hospital Bed Delay.

#### **SECTION 411. NONDISCRIMINATION**

The Provider shall make EMS services available to members of the community without regard to race, color, creed, religion, national origin, and without regard to sex, age, disability, public assistance status, or sexual orientation. The Provider shall comply with employment practices whereby no applicant for employment or employee hired shall be unlawfully discriminated against with respect to that person's hire, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment by

reason of race, color, creed, religion, national origin, age, sex, disability, public assistance status, or sexual orientation, except as may be based upon bona fide occupational qualifications.

#### **SECTION 412. EMERGENCY MEDICAL RESPONDERS**

Provider shall cooperate and coordinate Provider's activities and services with Emergency Medical Responders for the purpose of integrating Provider's services with the EMRs' services. Provider's Personnel shall conduct all their functions within the Incident Command System at the scene of any Emergency Request and follow any valid order given by an incident commander or branch/division or section officer. Provider shall ensure all EMS Personnel understand local standard operating procedures. Provider shall not be responsible for providing fire suppression, vehicle or heavy extrication, technical rescue, hazardous materials mitigation, or water rescue.

#### **SECTION 413. ETHICS AND OTHER TRAINING COMPLIANCE**

*Provider shall, at all times, conduct Provider's business and perform Provider's responsibilities under this Agreement in accordance with ethical business practices. Provider further agrees to follow and comply with all Medicare, Medicaid, and other applicable regulations regarding appropriate billing information, and to provide services hereunder in compliance with all applicable federal, state, and County ordinances, rules and regulations.*

#### **SECTION 414. PATIENT BILLING AND COLLECTION**

*The Provider shall be solely responsible, at its sole cost, for all patient billing and collection.*

#### **SECTION 415. EMS CENTRAL SUPPLY OVERSIGHT**

*The Provider shall establish and maintain adequate inventory control policies and procedures.*

### **ARTICLE V**

### **INSURANCE AND INDEMNIFICATION**

## **SECTION 501. INSURANCE REQUIREMENTS**

*The Provider shall maintain at all times during the term of this Agreement insurance in accordance with Appendix C by an insurance company licensed to do business in the State of Wisconsin, with a minimum AM Best rating of A+. The Provider shall supply a Certificate of Insurance (COI) to the County within thirty (30) days after execution of this Agreement.*

## **SECTION 502. INDEMNIFICATION**

*The Provider shall protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents and employees from and against any and all claims, demands, causes of action, damages, judgments, loss and expenses, including attorneys' fees, of whatsoever nature, character, or description that any person or entity has or may have, arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the services provided pursuant to this Agreement; including without limiting the generality of the foregoing, any negligent act or omission of the Provider or any agent, servant, employee or sub-contractor of the Provider; except those caused by the negligent acts or omissions of the County or its officers, agents and employees.*

*The County shall protect, defend, indemnify, and save whole and harmless Provider and all of its officers, agents and employees from and against any and all claims, demands, causes of action, damages, judgments, loss and expenses, including attorneys' fees, of whatsoever nature, character, or description that any person or entity has or may have, arising from or on account of any acts or omissions of the County or its officers, agent and employees in connection with the performance of rights or responsibilities pursuant to this Agreement.*

## **ARTICLE VI**

### **COMPENSATION AND OTHER FINANCIAL PROVISIONS**



#### **SECTION 601. COMPENSATION**

The County shall pay to Provider for the provision of Base Services an amount equal to the Base Amount as set forth in **Appendix A**. In addition, the County shall pay approved reimbursement costs for Disaster Services and EMS Emergencies as outlined in Section 604. Any other reasonable cost or expense incurred by Provider while rendering service under this agreement shall be submitted to the County for review, acceptance and reimbursement. The resulting figure shall be Provider's Compensation hereunder. Payment of the Compensation shall be made after receipt and acceptance by the County of report of services rendered during the preceding quarter and the Provider's year-to-date financial report, which County may not unreasonably refuse to accept. Such reports shall itemize the Base Amount (which shall be due in the full amount as required in Appendix A notwithstanding the level or number of services identified in the reports), and the Disaster Services and EMS Emergencies reimbursement amount.

#### **SECTION 602. EQUIPMENT REPLACEMENT FUND (ERF)**

The County shall fund an equipment replacement fund ("**ERF**") for the purpose of assisting the Provider in the purchase of replacement Ambulances and EMS equipment. Currently, the carryover balance of the ERF from prior years is

\$230,000.00. The additional amount funded to the ERF during the term of this Agreement shall be in the amount of \$115,000.00 each contract year. The ERF shall be maintained exclusively by the County in a reasonably prudent manner. Any interest

earned on the ERF shall inure to the County. This fund shall be placed in a 'roll-over' fund account in order to build equity for the purpose of planned ambulance or major equipment replacement. The responsibility to plan and communicate replacement needs lies solely on the Provider.

The Provider shall submit a written request to the County, in a form reasonably satisfactory to the County, describing in detail the equipment to be replaced (including age, mileage, hours, etc., as applicable), the new equipment to be acquired, an itemized description of the cost of the new equipment (including credit for any salvage or trade value of the old equipment), the amount of Provider funds to be expended to acquire the replacement equipment, and the amount of ERF funds requested. The requests shall be submitted to the County no less than 90 days prior to Provider purchasing such equipment or obligating itself to such purchase. All requests for ERF funds greater than

\$10,000 shall also be submitted no later than September 1st of each year.

Disbursement from the ERF may not be refused, limited, or conditioned by the County and therefore, must be made, unless the request or portion of such request which is refused, limited or conditioned; can be reasonably determined to be unnecessary, excessive or otherwise objectionable for any good faith reason.

**SECTION 603.    EMS LICENSE AND VEHICLE PERMIT COSTS**

The Provider shall be responsible for the costs of the Wisconsin EMS license and Ambulance permits issued by the Department. Such licenses and permits shall be in the name of the Provider.

**SECTION 604.    REIMBURSEMENT FOR DISASTER ASSISTANCE AND EMS EMERGENCY**

At the conclusion of Disaster assistance or EMS Emergency, as described in Section 409 hereof, Provider shall determine Provider's additional costs incurred in the course of rendering such Disaster or EMS Emergency assistance and shall present such cost statement to the County for review, acceptance, and reimbursement. The cost statement associated with rendering aid under Disaster or EMS Emergency conditions shall be based solely upon the additional costs incurred by Provider in the course of rendering such assistance and shall not include costs of maintaining production capacity that would have been borne by Provider to meet normal service requirements if the Disaster or EMS Emergency had not occurred. Only reimbursement of reasonable and verifiable reimbursement of additional costs shall be made relative to Provider performance during Disaster or EMS Emergency conditions.

During periods of Disaster or EMS Emergency, and in accordance with a plan proposed by Provider, approved by the County, and coordinated with the County's Emergency Operations Plan or Emergency Response Plan, the County and Provider shall supply, and continuously re-supply as necessary, oxygen and medical supplies to designated disaster sites, treatment areas or public shelters which are designated by the County. Provider shall position one Ambulance at each of the public shelters designated by the County as a "special needs" shelter. The County shall supply shelter medical supply carts and oxygen tank racks to support the Provider's distribution of medical supplies and oxygen cylinders to disaster sites, treatment areas or public shelters. Provider shall operate Disaster and Specialty Response Units, including medical ambulance buses, to assist First Responders and affect the orderly evacuation and sheltering of citizens. Provider shall transport special

needs or bed bound Patients by Ambulance per the procedures established in the County's Emergency Operations Plan. Provider will assist the County in managing the inventory and performing stock rotation of medical supplies of County's Disaster and Specialty Response Units disaster response vehicles.

#### **SECTION 605. AUDITS AND INSPECTIONS**

Provider shall make available to the County for its examination Provider's records with respect to all matters covered by this Agreement, and the County may audit, examine, copy, and make excerpts or transcripts from such records, and may make audits of all contracts, invoices, materials, payrolls including individual employee compensation, inventory records, daily logs, and other data related to all matters covered by this Agreement.

#### **SECTION 606. FISCAL NON-FUNDING**

Notwithstanding any other provision of this Agreement to the contrary, the County may terminate this Agreement at any time, without penalty or expense to the County, upon 12 months prior notice to the Provider, in the event sufficient funds are not budgeted.

#### **SECTION 607. NOT TO EXCEED CAP**

Any and all compensation or reimbursement of any kind to the Provider provided for in this Article VI or elsewhere in this Agreement, in any Fiscal Year shall not exceed the specific amount of the approved budget adopted through the County Board of Supervisors' budgetary process for services or reimbursement to the Provider provided under this Agreement for such Fiscal Year. It is recognized by the Parties that no payment may be compelled, with an exception for liability indemnification payments, or made without a budget amendment approved by the County for any compensation that exceeds the total compensation authorized through the County approved budget. The Parties recognize that in the event of a Disaster, it may be necessary for the County Board of Supervisors to utilize the emergency powers of chapter 323 of the Wisconsin

Statutes to authorize a budget amendment modifying such approved budget to provide funds for compensation or reimbursements necessitated by such emergency expenditures. It is further agreed and understood among the parties that the County may not compel the Provider to incur expenses beyond the County's approved budget amount until such time as a budget amendment raising such budget is approved.

## **ARTICLE VII**

### **EVENTS OF DEFAULT**

#### **SECTION 701. EVENTS OF DEFAULT**

Each of the following shall constitute an Event of Default on the part of Provider:

1. The failure or refusal by any Provider to substantially fulfill any of Provider's obligations in accordance with this Agreement, when such failures do not create a public health or safety emergency. However, no such failure or refusal shall constitute an Event of Default unless and until
  - a) The County has given prior written notice to Provider specifying that a default or defaults exists which will, unless corrected, constitute a material breach of this Agreement on the part of Provider;
  - b) The Provider either has not corrected such default, or has not initiated reasonable steps, as determined by the County, to correct the same within thirty (30) days from the date of such notice and thereafter does not continue to take reasonable steps, as determined by the County to correct such default.
2. Persistent and repeated failures or refusals by a Provider to substantially fulfill any of Provider's obligations in accordance with this Agreement, or failure or refusal by a Provider to substantially fulfill any of Provider's obligations in accordance with this Agreement that constitute a public or safety health emergency, shall, notwithstanding the notice and cure provisions pursuant to subparagraph a above, constitute an immediate Event of Default.

3. The final adjudication of a Provider as bankrupt after the filing of an involuntary petition under the Federal Bankruptcy Act, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Provider or until the order of adjudication is no longer able to be appealed.
4. In the event of a strike, work stoppage, slow down, or any other labor disruption, which causes failure of a Provider to substantially fulfill any of Provider's obligations in accordance with this Agreement, the County, in its sole discretion, may immediately terminate this agreement without penalty to the County. Such disruption on the part of the Provider's workforce shall constitute a default on the part of the Provider.

#### **SECTION 702. EFFECT OF EVENT RESULTING IN TERMINATION**

Failure of a Provider to substantially fulfill any of its obligations in accordance with this Agreement, considered an Event of Default, shall be considered a material breach of the Agreement and shall be cause for the County, at its sole discretion, to immediately terminate this Agreement without penalty to the County as to that Provider.

In the event of termination, other than for fiscal non-funding pursuant to Section 709, Provider agrees to continue operations until either (i) the expiration of ninety (90) days, or (ii) the date on which a new party is substituted for Provider as hereinafter provided, whichever occurs first. During such period, the County shall continue to be obligated to make payments to Provider in accordance with Article VII hereof, and Provider shall continue all operations and support services in accordance with the terms of this Agreement.

If this Agreement is terminated pursuant to this Article VIII, or expires pursuant to Article IX, Provider shall cooperate with the County or any other party providing ambulance transport service by providing reasonably necessary assistance to ensure uninterrupted Ambulance Services during the transition from the Provider to a new service provider at no additional cost to the County.

In the event of termination pursuant to this Section 802 the Provider shall reimburse the County for all reasonable costs and expenses incurred by the County in securing a new provider to perform such services, and for providing or contracting for the provision of such services until a new provider is secured. The Provider shall provide the County full access and use of all Provider Vehicles, equipment, supplies, facilities and any other resources

reasonably deemed necessary by the County to provide such interim services at no charge to the County for a period of not less than sixty (60) days.

In the event the County terminates the contract for just cause, the County has the right to take ownership or be compensated of any ambulance or equipment paid for through the Equipment Replacement Fund (Section 404) on a five (5) year scale of depreciation.

## **ARTICLE VIII**

### **TERM**

#### **SECTION 801. TERM**

The term of this Agreement shall be three (3) years, commencing January 1, 2025 and terminating at midnight, December 31, 2027. The Agreement shall be continuously renewed for additional one (1) year terms, unless either Party submits a written notice of non-renewal to the other Party no later than ninety (90) days prior to the expiration of this Agreement.

## **ARTICLE IX**

### **MISCELLANEOUS**

#### **SECTION 901. ASSIGNMENT AND SUBCONTRACTING**

Provider shall not assign any portion of the Agreement for services to be rendered without first obtaining written consent from the County. Any assignment made contrary to the provisions of this Section 1001 shall, at the option of the County, terminate the

Agreement and shall not convey any rights to the assignee.

Provider is fully responsible for completion of the Services required by this Agreement.

Provider shall not subcontract any work under this Agreement, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

#### **SECTION 902. NONWAIVER OF GOVERNMENTAL IMMUNITY**

Notwithstanding any provision to the contrary contained herein, no provision of this Agreement shall be construed as a waiver of any immunity or limitation of liability granted to or conferred upon the County by applicable provisions of Wisconsin law.

### **SECTION 903. NOTICES**

Unless otherwise specified, all notices, consents and agreements required or permitted by this Agreement shall be in writing, and, as applicable, shall be transmitted by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt; postage prepaid, and shall be addressed as follows:

If to Green Lake County:

Green Lake County Clerk, 571 County Road A Green Lake, WI 54941

If to Provider:

Berlin Emergency Medical Service Attn: Berlin City Administrator

P.O. Box272

Berlin, WI 54923

With a copy to:

Green Lake County Corporation Counsel

571 County Road A Green Lake, WI 54941

With a copy to:

Berlin Emergency Medical Service

Attn: EMS Director

PO Box272

Berlin, WI 54923

### **SECTION 904. ENTIRE AND COMPLETE AGREEMENT**

This Agreement, as amended, and all Appendices hereto, constitute the entire and complete agreement of the Parties with respect to the services to be provided hereunder. This Agreement, unless provided herein to the contrary, may be modified only by written agreement duly executed by the Parties with the same formality as this Agreement.



**SECTION 905. OTHER DOCUMENTS**

Each Party agrees to execute and deliver any instruments and to perform any acts that may be necessary or reasonably requested in order to give full effect to this Agreement.

**SECTION 906. APPLICABLE LAW**

The laws of the State of Wisconsin shall govern the validity, interpretation, construction, and performance of this Agreement.

**SECTION 907. WAIVER**

Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof, but such may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the Party granting such waiver. If any representation, warranty, or covenant contained in this Agreement is breached by another Party and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Agreement.

**SECTION 908. SEVERABILITY**

In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

**SECTION 909. INDEPENDENT CONTRACTORS**

Nothing in this Agreement shall be construed to create a relationship of employer and employee, or principal and agent, partnership, joint venture, or any other relationship other

than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement.

#### **SECTION 910. CONTRACT DISPUTE RESOLUTION**

Provider and the County will attempt to settle any claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. Any dispute that cannot be resolved between the parties through negotiation may then be resolved through commencement of a legal action in the Circuit Court for Green Lake County, Wisconsin. Each Party consents to jurisdiction over it by such a court.

#### **SECTION 911. COUNTERPARTS**

This Agreement may be executed in more than one counterpart, each of which shall be deemed an original.

#### **SECTION 912. CONFLICT OF INTEREST**

The Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the services required hereunder, and that no person having any such interest shall be employed by Provider during the agreement term and any extensions.

The Provider shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Provider is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the Provider may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Provider. The County agrees to notify the Provider of its opinion within ten (10) calendar days of receipt of notification by the Provider, which shall be binding on the Provider.

#### **SECTION 913. NO THIRD-PARTY BENEFICIARY**

The Parties hereto acknowledge and agree that there are no third-party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third-party beneficiaries here to.

**IN WITNESS WHEREOF** the Parties hereto, by and through their undersigned  
authorized offices, have caused this Agreement to be executed on this \_\_\_\_ day of  
October, 2025.

**GREEN LAKE COUNTY**

BY: \_\_\_\_\_

David Abendroth	Date
County Board Chairman	

**GREEN LAKE COUNTY**

BY: \_\_\_\_\_

Jeffery A Mann	Date
Corporation Counsel	

**CITY OF BERLIN**

BY: \_\_\_\_\_

Name	Date
City Administrator	

## **APPENDIX A**

### **Compensation Schedule**

ANNUALLY: 1,950,00.00

A yearly payment, distributed in four (4) installments, shall be made to the Provider in accordance with Article VII of this Agreement, with each installment commensurate with actual committee approved costs accrued for providing services. The EMS committee will meet quarterly to approve accrued costs, including any actual costs accrued above and beyond the \$ 1,950,00.00 not to exceed \$ 2,120,00.00. Increases in the following year's compensation will be negotiated each calendar year during the Term based on the historical ambulance use, anticipated ambulance use, expected cost of operations, and reasonably anticipated inflection. A proposed compensation amount increase for the following calendar year shall be delivered by the Provider to the County no later than July 31st of each calendar year. Efforts shall be made by both Parties to negotiate and finalize such increase requests no later than September 30th, pending County Board approval of the budget.

## **APPENDIX B**

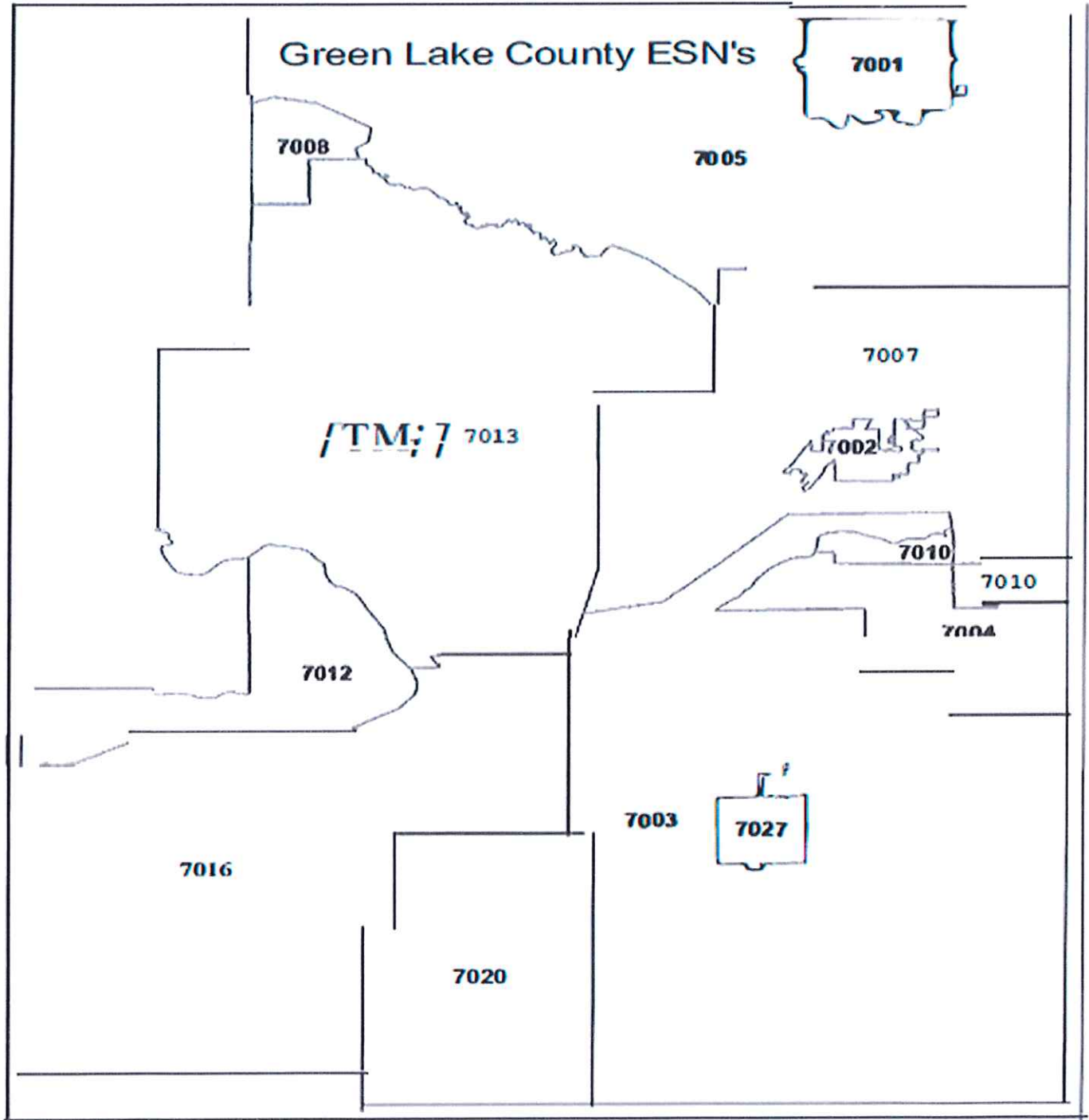
### **Coverage Areas**

The Provider Primary Service Area is Zones 2, 3, and 4 as particularly described below and depicted in the below Coverage Area Map.

**Emergency Service Number (ESN) Areas.** The County established ESNs in conjunction with the County's 9-1-1 service provider and the County's Planning and Zoning Department. Each ESN represents an area of Green Lake County where emergency service providers (including Ambulances) are specified for dispatch to employees of the Communications Center. Green Lake County Ambulance coverage areas are based on ESNs, and a Provider is assigned a series of ESNs for Provider's primary response area as indicated in Section 403.

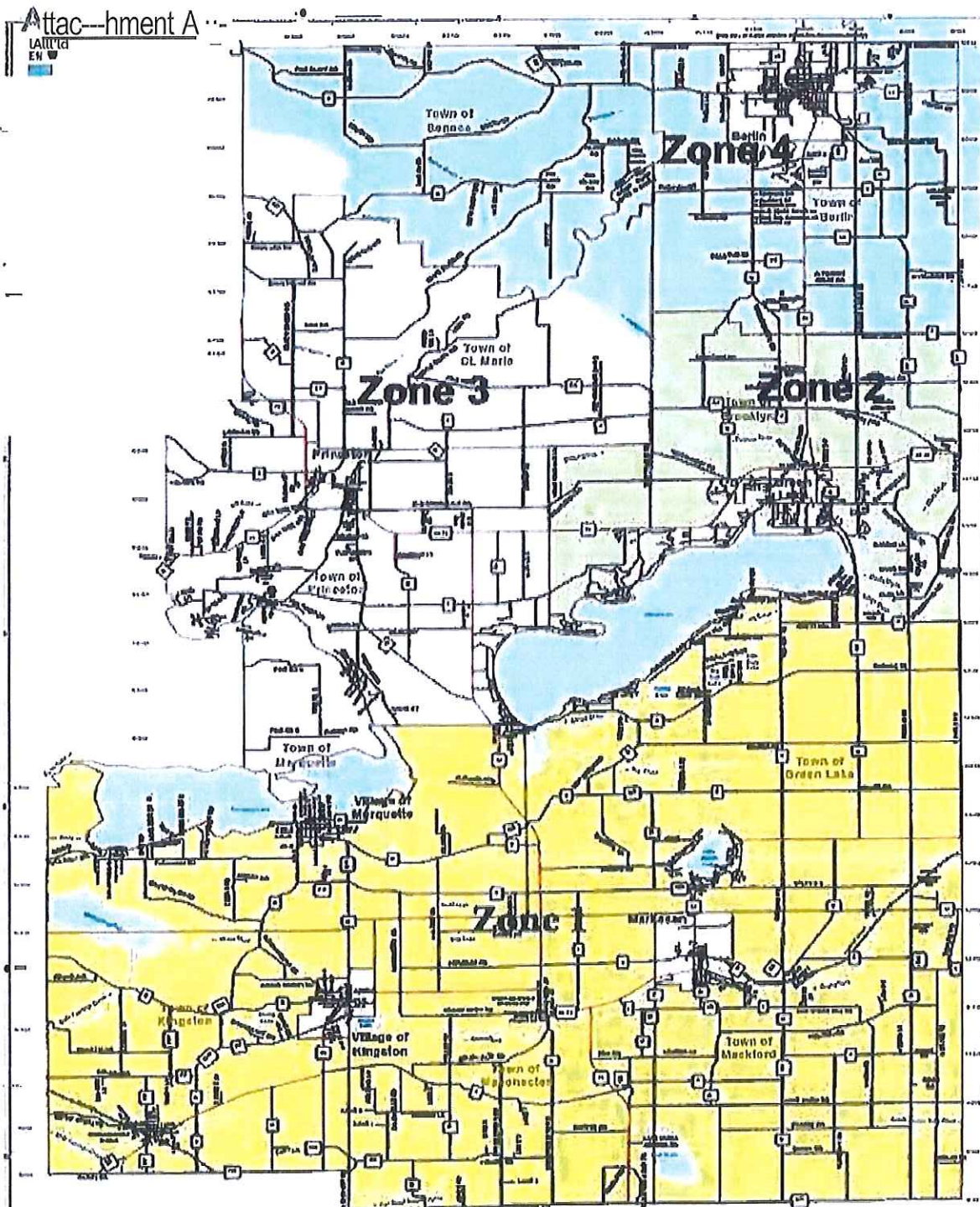
<b><u>Provider</u></b>	<b><u>Primary Service Area ESNs</u></b>
Berlin EMS	7001, 7002, 7003, 7005, 7007, 7008, 7012, 7013, 7015
Southern GLC EMS	7003, 7004, 7010, 7016, 7012, 7020, 7021, 7027

Emergency Service Number Area Map



## Coverage Area Map

This map is included to assist in visualizing the coverage area response zones listed above





and is not intended to be a definitive listing of primary service coverage areas. Provider is assigned Zones 2, 3 and 4 for Provider's primary response area as indicated in Section 403.

## **APPENDIX C**

### **Insurance Requirements**

Workers Compensation - as required by applicable law.

Employer's Liability- as required by applicable law.

Comprehensive Public Liability - Personal Injury - \$5,000,000.00

Comprehensive Public Liability - Property Damage - \$5,000,000.00

Comprehensive Automobile Insurance - Personal Injury - \$5,000,000.00

Comprehensive Automobile Insurance -Property Damage - \$5,000,000.00

Umbrella policies may be used to supplement coverage amounts.

Automobile insurance shall be provided for all owned, non-owned, and hired vehicles  
that are used in the course of this contract.

Green Lake County shall be listed as an additional insured on a primary and  
noncontributory basis.

**APPENDIX D**  
**Radio Programming**

Provider shall ensure that Provider's mobile and portable radios are properly programmed with the following radio frequencies, at a minimum. Provider may program them in any order or configuration that they find convenient and efficient.

**Green Lake County Radio Channels**

1. Green Lake County EMS/Mutual Aid Channel
2. Green Lake County EMS Ground Channel

**Wisconsin Mutual Aid Channels**

1. Mutual Aid Regional Channel 1 (MARC 1)
2. Mutual Aid Regional Channel 2 (MARC 2)
3. Mutual Aid Regional Channel 3 (MARC 3)
4. Mutual Aid Regional Channel 4 (MARC 4)
5. interagency Fire Emergency Radio Network GFERN)
6. interagency Fire Emergency Radio Network 2 OFERN 2)
7. State EMS Advanced (EMS A)
8. State EMS Basic (EMS B)
9. State EMS Coordination (EMS C)
10. Fireground Red
11. Fireground White
12. Fireground Blue
13. Fireground Gold
14. Fireground Black
15. Fireground Grey

16. VHF Calling (VCALLIO)
17. VHFTactical 11 (VTAC 11)
18. VHFTactical 12 (VTAC 12)
19. VHF Tactical 13 (VTAC 13)
20. VHF Tactical 14 (VTAC 14)

Specifications for the State of Wisconsin radio channels can be found in the State Plan for Mutual Aid Communications Frequencies.

Usage and assignment of radio channels shall be governed by the appropriate and current communications Rules and Regulations.

## APPENDIX E

### Operational Capacity Requirements

#### Asset Required:

Four (4) Ambulances

#### Turnout Times:

Full-time crew at station:

- Emergent Calls Up to 3 Minutes
- Non-Emergent Calls Up to 3 Minutes

Volunteer component crew:

- Emergent Calls Up to 10 Minutes
- Non-Emergent Calls Up to 10 Minutes

Emergent Response Time:

- Zone 2 & 4 16 Minutes
- Zone 3 20 Minutes from Brooklyn Station
- Zone 3 16 Minutes with Full Princeton crew

Provider's Turnout Response Time to Emergency Requests and Downgraded Emergency Requests shall be within the limits specified above, eight-eight (88.00%) percent of the time or greater. Emergent calls include Emergency Requests and Downgraded Emergency Requests. Routine calls include those Ambulance Requests that do not meet the definition of an Emergency Request or a downgraded Emergency Request.

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** 2026 Berlin Senior Center Agreement with Green Lake County for the Berlin Senior Center Meal Site.  
**MEETING DATE:** December 2, 2025

**BACKGROUND**

The City has a contract with Green Lake County to provide meals 5 days a week (excluding holidays) at the Senior Center for both in house dining and the meal delivery program. The City has been working with the County in this program for many years. This agreement is updated annually to represent the agreed upon meal reimbursement rate. The rate was set through a bid process through 2026. A competitive bid process will be undertaken by the County for future program years. The City (should we wish to continue to prepare the meals) will have to participate in this process and submit a competitive bid for review by the County for future program years.

**SUGGESTED MOTION**

Motion to recommend to the Common Council authorizing the City Administrator to sign the 2026 Berlin Senior Center Agreement on behalf of the City.

**GREEN LAKE COUNTY**  
**DEPARTMENT OF HEALTH & HUMAN SERVICES**

**Health & Human Services**

571 Cty Rd A; PO Box 588

Green Lake, WI 54941-0588

Phone: 920-294-4070

Fax: 920-294-4139

Email: [glcdhhs@greenlakecountywi.gov](mailto:glcdhhs@greenlakecountywi.gov)



**Fox River Industries**

222 Leffert St; PO Box 69

Berlin, WI 54923-0069

Phone: 920-361-3484

Fax: 920-361-1195

Email: [fri@greenlakecountywi.gov](mailto:fri@greenlakecountywi.gov)

**2026 Berlin Senior Center Agreement**

**Purchaser:**

Green Lake County Department of Health & Human Services

571 County Road A

Green Lake, WI 54941

Telephone #: (920)-294-4070

Fax #: (920)-294-4139

[glcdhhs@greenlakecountywi.gov](mailto:glcdhhs@greenlakecountywi.gov)

**Berlin Senior Center Meal Site**

**Name:**

City of Berlin

**Agreement Information**

**Agreement Amount:**

\$7.00 per meal

**Services to be provided:**

Provide Meals 5 days per week (Monday-Friday)

**Agreement Period:**

January 1, 2026 – December 31, 2026

By: Green Lake County

By: City of Berlin

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## AGREEMENT

This agreement made the 1st of January 2026 by and between Green Lake County, hereinafter designated the Program, and the City of Berlin hereinafter designated the Company.

Now, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. The Company Shall:

1. Prepare meals and other food for service to the following Program Meal site(s): Berlin Senior Center. Meals are to be prepared five days per week, Monday through Friday, except for federal holidays.
2. Prepare meals containing at least 1/3 minimum daily requirements for an older adult according to the following specifications:
  - a. 3 oz. of lean meat, poultry, fish
  - b. Three 1/2, cup serving of fruit and/or vegetables per day.
  - c. One serving of grains.
  - d. One teaspoon butter or fortified margarine in individual pats.
  - e. One 1/2, cup serving dessert (optional).
  - f. One 1/2, pint milk (2% and/or lower fat content).
  - g. At least 1 good source of Vitamin C per meal.
  - h. At least 3 rich sources of Vitamin A per week.
3. Comply with the Federal, State, and local laws, regulations governing the preparing and handling of food.
4. Procure and keep in effect all necessary licenses and permits.
5. Complete meal preparations and have meals ready for delivery no later than 11:00 a.m.
6. Provide meals for the Program at a cost of \$7.00 per meal. Per meal costs may be reviewed by both parties as necessary for possible adjustment. If a satisfactory adjustment is not resolved, either party may terminate with a thirty (30) Days written notice.
7. Forward to the Program an accounting, itemized by day, for all meals served for the month. COUNTY shall within 30 days of the receipt of such accounting pay COMPANY for such meals at the per meal price.
8. Shall make available nutritional analysis of menus upon request.



B. The Program Shall:

1. Pay the monthly invoice within 30 days of receipt of the Company's accounting for the prior month.

Miscellaneous

1. Governing Law, This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin.
2. No Amendment to this agreement shall be valid and effective unless made in writing and signed by an authorized representative of each of the parties.
3. This Agreement may not be assigned without the express written permission of the other party, which consent shall not be unreasonable withheld.
4. Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.
5. The parties acknowledge that they will not hold themselves out as an agent, partner, or co-venturer of the other and that this Agreement is not intended and does not create an agency, partnership, joint venture or any other type of relationship, except the contract relationship established herein.
6. Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, properly addressed as indicated below:  
To County: County of Green Lake  
Attn: County Clerk  
571 County Road A  
Green Lake, WI 54941
7. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
8. Nothing contained within this Agreement is intended to be a waiver or estoppel of the parties' or their insurers' right to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52 and 345.05.

## 9. Emergency Procedures

During inclement weather, the Meal Sites may close. It shall be the responsibility of the GREEN LAKE COUNTY and Berlin Senior Center to notify each other by 6:00 a.m. if meals will be canceled due to hazardous weather. Any food already prepared will be promptly frozen or refrigerated, and if appropriate, that day's menu will be substituted for the following day's menu. It shall be the responsibility of Green Lake County and Berlin Senior Center to provide each other with telephone numbers for emergency use only.

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** 2026 Berlin Senior Center Agreement with Green Lake County for Transportation Services.  
**MEETING DATE:** December 2, 2025

**BACKGROUND**

The City has a contract with Green Lake County to provide transportation to qualifying individuals. The City has been working with the County in this program for many years. This agreement is updated annually. Senior Center staff provide requested transportation (van rides) to those meeting the program's qualifications.

**SUGGESTED MOTION**

Motion to recommend to the Common Council authorizing the City Administrator to sign the 2026 Transportation Services Agreement on behalf of the City.

**GREEN LAKE COUNTY**  
**DEPARTMENT OF HEALTH & HUMAN SERVICES**

*Health & Human Services*  
571 Cty Rd A  
Green Lake, WI 54941 Phone:  
920-294-4070  
Fax: 920-294-4139  
Email: [glcdhhs@greenlakecountywi.gov](mailto:glcdhhs@greenlakecountywi.gov)



*Fox River Industries*  
222 Leffert St; PO Box 69  
Berlin, WI 54923-0069  
Phone: 920-361-3484  
Fax: 920-361-1195  
Email: [fri@cgreenlakecountywi.gov](mailto:fri@cgreenlakecountywi.gov)

**Purchaser:**

Green Lake County Department of Health & Human Services  
Ryan Bamberg Aging/Long Term Care Unit Manager  
571 County Road A  
Green Lake, WI 54941

Telephone#:(920)-294-4070  
[glcdhhs@greenlakecountywi.gov](mailto:glcdhhs@greenlakecountywi.gov)

Fax #: (920)-294-4139

**Provider:**

**Organization Name:** City Of Berlin  
**Address:** 108 N Capron St  
PO Box 272  
Berlin WI 54923  
**Contact:** City Administrator

**Contract Information and Funding Source**

**Contract Amount:** \$29,807  
**Services to be Provided:** Transportation Services  
**Contract Period:** January 1, 2026 – December 31, 2026

**Signatures:**

This Contract becomes null and void if the time between the Purchasers' authorized representative signature and the Provider's authorized representative signature on this contract exceeds sixty days.

Purchaser  
Green Lake County

Provider  
City of Berlin

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Per Wis. Stat. §46.036(3)(a) Purchase of services contracts shall include the following information:

- A. Total dollar amount to be purchased or awarded
- B. Number of clients to be served
- C. Number of client service units
- D. Unit rate per client
- E. Total dollar amount of each service

<b>Service</b>	<b>Total Service</b>
Transportation Services	\$29,807
Contract total	\$29,807

Prepayments: Per Wis. Stat. §46.036(3)(f) Advance payments of up to one-twelfth of an annual contract may be allowed under the Contract. If the advance payment exceeds \$10,000, the provider shall supply a surety bond for an amount equal to the amount of the advance payment applied for. No surety bond is required if the provider is a state agency. The cost of the surety bond shall be allowable as an expense.

# Article 1 Audit

## Section 1.1 Type of audit

Unless waived by the Purchaser, the Sub-recipient/Contractor (Provider) shall submit an annual audit to Purchaser if the total amount of annual funding provided by the Purchaser (from any and all of its Divisions taken collectively) for all contracts \$100,000 or more. In determining the amount of annual funding provided by the Purchaser, the sub-recipient/contractor shall consider both:

- A. Funds provided through direct contracts with the Purchaser; and
- B. Funds from the Purchaser passed through another agency which has one or more contracts with the sub- recipient/contractor.

## Section 1.2 Audit Standards

The audit shall be in accordance with the generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, -and other provisions specified in this Contract. In addition, the sub-recipient/contractor is responsible for ensuring that the audit copies are in compliance with other standards and guidelines that may be applicable depending on the type of services provided, and are reconciled/in accordance with the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- A. 2 Code of Federal Regulations, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F -- Audits. The guidance also includes an Annual Compliance Supplement that details specific Federal agency rules for accepting Federal sub-awards.
- B. The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a State single audit. Section 1.3 lists the required conditions.
- C. The Department of Health Services (OHS) Audit Guide is an appendix to the SSAG and contains additional OHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with OHS sub-recipient/contractor audit requirements. An audit report is due if a sub-recipient/contractor receives more than \$25,000 in pass-through money as determined by Wis. Stat. § 46.036.

## Section 1.3 Audit Schedules

In addition to the schedules required under the *State Single Audit Guidelines* the reporting package sent to the Purchaser shall include supplemental schedule showing revenue and expenses for this Contract.

For profit Providers shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract or by service category.

Non-profit Providers shall include a Reserve Supplemental in their audit reports, and this schedule shall also be by contract or service category. State Single Audit Guidelines (SSAG).

## Section 1.4 Submitting the Reporting Package

The Provider shall send the required reporting package to the Purchaser at the address listed in this Contract. The reporting package should include the following items:

- A. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent Purchaser's opinion on the statements and schedule.

- B. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
- C. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in Accordance with Government Auditing Standards.
- D. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
- E. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
- F. \*Settlement of DHS Cost Reimbursement Award. This schedule is required by DHS if the sub-recipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the sub-recipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the Provider reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
- G. \*Reserve Supplemental Schedule is only required if the sub-recipient/contractor is a non-profit and paid on a prospectively set rate.
- H. \*Allowable Profit Supplemental Schedule is only required if the sub-recipient/contractor is a for-profit entity.
- I. \*Additional Supplemental Schedule(s) required by Funding Agency may be required. Check with the funding agency.

\*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the Purchaser 180 days from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner.

For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

For sub-recipient/contractors that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to Purchaser shall include all of the above items except items 4 and 5.

### **Section 1.5 Access to Provider's Records**

The Provider must provide the Purchaser with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the Purchaser to perform the required audit.

The Provider shall permit appropriate representatives of Purchasers to have access to the Provider's records and financial statements as necessary to review the Provider's compliance with Federal and State requirements for the use of the funding. Having an independent audit does not limit the authority of Purchaser to conduct or arrange for other audits or review of federal or state programs. Purchaser shall use information from the audit to conduct their own reviews without duplication of the independent Purchaser's work.

### **Section 1.6 Access to Purchaser's work papers**

The Purchaser shall make audit work papers available upon request to the Provider, Purchaser or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

### **Section 1.7 Failure to comply with the requirements of this section**

Purchaser may impose sanctions when needed to ensure that Providers have complied with the requirements to provide Purchaser with an audit that meets the applicable standards and to administer State and Federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:

- A. The Provider did not have an audit.

- B. The Provider did not send the audit to Purchaser or another granting agency within the original or extended audit deadline.
- C. The Purchaser did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
- D. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
- E. The Provider does not cooperate with Purchaser or another granting agency's audit resolution efforts; for example, the Provider does not take corrective action or does not repay disallowed costs to the granting agency.

### **Section 1.7.1 Sanctions**

Purchaser will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

- A. Requiring modified monitoring and/or reporting provisions;
- B. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the Provider is in compliance;
- C. Disallowing the cost of audits that do not meet these standards;
- D. Conducting an audit or arranging for an independent audit of the Provider and charging the cost of completing the audit to the Provider;
- E. Charging the Provider for all loss of Federal or State aid or for penalties assessed to Purchaser because the Provider did not comply with audit requirements;
- F. Assessing financial sanctions or penalties;
- G. Discontinuing contracting with the Provider; and/or
- H. Taking other action that Purchaser determines is necessary to protect federal or state pass-through funding.

### **Section 1.7.2 Close-Out**

A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the Provider ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by Purchaser upon written request from the sub-recipient/contractor, except when the Contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

The Provider shall ensure that its auditor contacts Purchaser prior to beginning the audit. Purchaser, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Provider and the Purchaser. Payment of increased audit costs, as a result of the additional testing requested by Purchaser, is the responsibility of the Provider.

Purchaser may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, Purchaser may require that the Purchaser annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.



## **Article 2 Grant Agreement Compliance**

The Parties agree to abide by all terms and conditions of the Specialized Transportation Assistance Grant Agreement between the State of Wisconsin and Green Lake County, a copy of which is attached hereto and incorporated herein by reference, including but limited to compliance with all laws referred to in said agreement, compliance with all requirements of record creation and retention referred to in said agreement, and compliance with all requirements concerning the maintenance and retention of accounts. Provider shall maintain and retain all records and accounts required by the grant agreement or organizations to which the grant recipient (Purchaser) gives financial assistance under the grant agreement.

## **Article 3 Civil Rights Compliance Plan**

### **Section 3.1 Civil Rights Compliance**

Provider shall comply with the Wisconsin Contract Compliance Law under Wis. Stat. § 16.765 and the Wis. Admin. Code Ch. ADM 50. Provider must agree to equal employment and affirmative action policies and practices in its employment programs. Purchaser must file a Civil Rights Compliance Letter of Assurance for the compliance period of 2018-2021 regardless of the number of employees and the amount of funding received to the Purchaser. Complete instructions are located online Civil Rights Compliance (CRC) Information.

### **Section 3.2 Affirmative Action Plan**

The Provider must submit to the Purchaser an Affirmative Action Plan within fifteen (15) working days of returning the signed Contract. Exceptions exist and are identified in the instructions for vendors Civil Rights Compliance (CRCH information).

## **Article 4 Client Rights and Grievances**

The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and the Purchaser. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or her rights and the Client Rights grievance procedure. The Provider shall post the client rights and the grievance procedure, including the name of the Client Rights Specialist, in an area readily available to clients and staff of the program.

The Provider shall give the Purchaser a written report for each grievance that is filed in orally or in writing with the Provider by a client or anyone on the clients' behalf. The Provider shall deliver these reports to the Purchaser in person or via registered mail within 5 business days of the Provider's receipt of the oral or written grievance. The Provider shall also inform the Purchaser in writing of the resolution of each grievance.

At least once a year, or more frequently when requested by the Purchaser, the Provider shall give the Purchaser a written summary report of all grievances that have been filed with the Program by clients or anyone on the clients' behalf since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the Purchaser in person or via registered mail within 30 days of the end of the Contract period. Additional summary reports requested by the Purchaser shall be due within ten (10) days of the Purchaser's request for the reports. All reports shall be delivered to the Purchaser in person or via registered mail.

## **Article 5 Conditions of the Parties' Obligations**

### **Section 5.1 Contingency**

This Contract is contingent upon authorization of Wisconsin and United States laws. In the event of any material amendment or repeal of applicable law affecting relevant funding or authority, the parties agree to negotiate in good faith to amend the Contract such that it may continue in effect. If it is not possible to amend the Contract such that it may remain in effect due to changes in applicable law, or if the parties are unable to negotiate amendments to the Contract, this Contract shall terminate.

### **Section 5.2 Powers and Duties**

Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.

### **Section 5.3 Items Comprising the Contract**

It is understood and agreed that the entire agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

## **Article 6 Confidentiality**

### **Section 6.1 Client confidentiality**

The Provider shall comply with all applicable confidentiality laws in connection with its maintenance, use or disclosure of information concerning eligible clients who receive services from Provider. These laws include but are not limited to Wis. Stat. §§ 51.30, 48.78, 146.82, 48.981(7), 49.45(4), 49.83, 252.11(7), 252.15, 253.07(3)(c), 938.396 and 938.78 and 42 CFR Part 2. The

Provider agrees it is part of the Provider's obligations under this Contract to know all applicable confidentiality laws and understand their provisions.

### **Section 6.2 Contract not confidential**

Except for documents identifying specific clients, the Contract and all related documents are not confidential. Provider understands and agrees that, because Purchaser is a party to this agreement, provisions of the Wisconsin Open Records Law and other laws pertaining to public records may apply to records kept by Provider. Provider agrees to fully comply with such laws, and to cooperate with Purchaser in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Purchaser or other upon request of Purchaser. Compliance and cooperation of Provider shall be at its sole cost and expense.

## **Article 7 Conflict of Interest**

The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

Provider shall also require its employees, consultants, and members of the board to avoid outside activities which cause, or tend to cause, conflicts between their personal interests and their responsibilities under this Contract.

## **Article 8 Debarment and Suspension**

The Provider certifies through signing this Contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the Purchaser within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency. The Purchaser may consider suspension or debarment to be cause for implementing high risk contract provisions under Article 23 "Special conditions for high risk contract" or for revising or terminating the contract under Article 21 "Renegotiate or termination of the contract."

### **Section 8.1 Certification Regarding Debarment and Suspension**

The provider certifies, by signing the attached Certification Regarding Debarment and Suspension, that neither they nor any of its principals are debarred or suspended or declared ineligible from participating in Federal assistance programs. (See attachment "Certification Regarding Debarment and Suspension")

## **Article 9 Eligibility**

**Provider will follow program guidelines to determine eligibility as provided by purchaser.**

### **Purchaser determines eligibility**

The Provider shall provide services only to individuals who are eligible for services. The Provider and Purchaser agree that the eligibility of individuals to receive the services to be purchased under this Contract from the Provider will be determined by the Purchaser and given to the Provider.

## **Article 10 Health Insurance Portability and Accountability Act of 1996 "HIPAA" Applicability**

### **Section 10.1 General Applicability**

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this Contract.

## **Article 11 Indemnity and Insurance**

### **Section 11.1 Indemnity**

The Provider agrees that it will at all times during the existence of this Contract indemnify and hold harmless the Purchaser, its appointed, hired and/or elected officers, agents, employees and designees from any and all claims, loss, damages, and costs or expenses which the Purchaser may sustain, incur, or be required to pay including those arising from death, personal injury, or property loss resulting from participating in or receiving the care and services furnished by the Provider under this Contract or on account of enforcing the provisions of the agreement against Provider or its agents or employees, including but not limited by enumeration, reasonable attorneys' fees and court costs incurred by Purchaser in defending any claim or in enforcing this provision. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by the Purchaser.

## **Section 11.2 Insurance**

The Provider agrees that, in order to protect itself as well as the Purchaser under the indemnity provision set forth in the above paragraph, the Provider will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows:

- Comprehensive General Liability: minimum amount \$1,000,000
- Auto Liability (if applicable): minimum amount \$1,000,000
- Professional Liability (if applicable): minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year.
- Umbrella Liability (as necessary): minimum amount \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage. Upon signing this Contract, Provider will furnish Purchaser with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter indemnified against, Purchaser shall notify the Purchaser by registered mail within five business days.

## **Article 12 Independent Contractor**

Nothing in this Contract shall create a partnership or joint venture between the Purchaser and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the Purchaser.

## **Article 13 License, Certification, and Staffing**

### **Section 13.1 License and Certification**

The Provider shall meet State and Federal service standards and applicable state licensure and certification requirements as expressed by State and Federal rules and regulations applicable to the services covered by this Contract. The Provider shall attach copies of its license or certification document and the most recent licensing or certification report concerning the Provider to this Contract when returning the signed Contract to the Purchaser. During the Contract period, the Provider shall also send the Purchaser copies of any licensing inspection reports within five (5) business days of receipt of such reports.

### **Section 13.2 Staffing**

The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements per Wis. Stat. §85.21(3m) (b), (bm), (d) and (dm). All drivers shall be selected and employed or contracted with by Provider. Purchaser shall have no responsibilities to drivers, including but not limited to, responsibility for the payment of wages, the provision of workers' compensation or unemployment compensation insurance and benefits, or the provision of other insurance or benefits. Provider shall act with reasonable diligence and safety in the hiring, training, discipline and termination of drivers, all of which shall be the responsibility of Provider, and for which Purchaser shall have no responsibility. All drivers shall be equipped with and able to use fully operational cellular telephones.

## **Article 14 Miscellaneous Provisions**

### **Section 14.1 Successors and Assigns**

The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives to the other party to this Agreement and to the Successors, executors, administrators, permitted assigns, legal representatives of such other party in respect to all provisions of this Agreement.

### **Section 14.2 No Construction against Either Party**

This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

### **Section 14.3 Multiple Originals**

This Agreement may be executed in multiple originals, each of which, together shall constitute a single Agreement.

### **Section 14.4 Legal Protections**

It is agreed by the parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of either party of any immunity, liability limitation or other protection available to either party under any applicable statute or other law. To the extent that any provision of this Agreement is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either legal or contractual, provide a greater benefit to the Purchaser shall apply unless the Purchaser elects otherwise.

### **Section 14.5 Waiver**

A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

### **Section 14.6 Severability**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any even rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent his entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

## **Section 14.7 Choice of Law and Venue**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceedings arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Green Lake County, Wisconsin.

## **Section 14.8 Survival**

The warranties, representations and covenants of this Agreement shall survive the completion of the Services under this Agreement or any termination of this Agreement.

## **Article 15 Matching, Level of Effort and Earmarking**

### ***Situation #1:***

**Situation #1- No requirement for matching, level of effort, or earmarking**  
No matching, level of effort, or earmarking requirement.

## **Article 16 Payment and Allowable Costs**

**Any grant funds not expended by Provider in the fiscal year need to be returned to Purchaser at the end of the calendar year.**

## **Article 17 Records**

### **Section 17.1 Maintenance of records**

The Provider shall maintain and retain such records and financial statements as required by State and Federal laws, rules, and regulations.

### **Section 17.2 Access to records**

The Provider shall permit appropriate representatives of the Purchaser to have timely access to the Provider's records and financial statements as necessary to review the Provider's compliance with Contract requirements for the use of the funding.

## **Article 18 Reporting**

The Provider shall comply with the reporting requirements of Purchaser. All reports shall be in writing and, when applicable, in the format specified by the Purchaser. All reports shall be supported by the Provider's records (See Article 18 "Records"). All reports shall be hand delivered to the Purchaser or sent to the Purchaser via registered mail at the address listed in this contract.

**The following reports are required:**

Monthly:

- the total number of one-way passenger trips per reporting period by passenger type
- the total number of one-way passenger trips per reporting period by trip purpose.
- the total number of service hours per reporting period.
- the total number of service miles per reporting period.
- the total copayments received per reporting period.
- the total voluntary contributions received per reporting period.
- the total number of waivers granted per reporting period.

Semi – Annually:

- Wis Admin Code Trans §1.08(1) and (2) require the county to provide reports to WisDOT on a semiannual basis, therefore, the Provider needs to get the raw data to the Purchaser to complete and place in the report.

## **Article 19 Resolution of Disputes**

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the Contract and Chapter 68, Wis. Stats.

## **Article 20 Renegotiation or Termination of this Contract**

### **Section 20.1 Cause for Renegotiation or termination of this Contract**

Provider's failure to comply with any part of this Contract may be considered cause for termination of this Contract.

### **Section 20.2 Renegotiation of this Contract**

Either party may renegotiate this Contract. Renegotiation of this Contract must be agreed to by both parties by a written addendum signed by their authorized representatives.

### **Section 20.3 Termination of this Contract**

Either party may terminate this Contract by a 60 day written notice to the other party.

Upon termination, the Purchaser's liability shall be limited to payments under the terms of the Contract for services provided by the Provider up to the date of termination. If the Purchaser terminates the Contract for reasons other than non-performance by the Provider, the Purchaser may, in its sole discretion, compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties. If the Purchaser terminates the Contract for the Provider's failure to comply with the Contract, the Provider may be liable for any additional costs the Purchaser incurs for replacement services.

## **Article 21 Services to be provided**

### **Section 21.1 Description of services**

For each eligible client referred by the Purchaser, the Provider agrees to provide the following services:

Rides will be provided to elderly persons (over age 55) and disabled persons living within the City of Berlin and within a five-mile radius around the city. Service shall be provided with an three (3) passenger, wheelchair lift equipped van. The services shall be a flexible, door-to-door service. Individuals wishing to schedule a ride must call the Berlin Senior Center to schedule the ride. Medical trips shall take priority over all others and all rides shall be scheduled on a first come first served basis. The service is fee based and can be reduced or waived by the project manager in cases where the rider is unable to pay.

The goal of the service is to promote the general public health and welfare by providing transportation services for seniors and individuals with disabilities, and to thereby improve and promote the maintenance of human dignity and self-sufficiency by affording the benefits of transportation services to those people who would not otherwise have an available or accessible method of transportation.

### **Section 21.3 Inability to provide quality or quantity of services**

The Provider shall notify the Purchaser in writing and delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services. Upon such notification, the Purchaser and Provider shall determine whether such inability will require a change or termination of this Contract. (See Article 21 "Renegotiation or termination of the Contract.")

### **Section 21.4 Documentation of quality and quantity of services**

The Provider shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, quality, and effectiveness of services rendered under the Contract. The Purchaser reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this Contract.

### **Section 21.5 Standards for performance in delivery of services**

The Purchaser will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients. If the Provider fails to meet Contract goals and expected results, the Purchaser may reduce or terminate the Contract. When providing these services, the Provider agrees to meet the following standards of performance:

- A. Quarterly rider reports will be submitted by the 15<sup>th</sup> of April, July, October and January
- B. Annual financial reports will be submitted by January 31<sup>st</sup>.

### **Section 21.6 Assessing performance in delivery of services**

The Purchaser retains sole authority to determine whether the Provider's performance under the Contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the Purchaser's care manager and contracting staff to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the Plan of Care and the Contract.
- B. Upon request by the Purchaser or its designee, the Provider shall make available to the Purchaser all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the Purchaser in its efforts to implement the Purchaser's quality improvement and quality assurance program.
- D. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the Purchaser. The Purchaser reserves the right to review and approve the Provider's client satisfaction assessment process, and to require the Provider to submit a corrective action plan to address concerns identified in the review.
- E. The Provider shall cooperate, with the Purchaser in implementing the Purchaser's program for assessing client satisfaction with services. The Purchaser reserves the right to require the Provider to submit a corrective action plan to address concerns identified in the review.
- F. The Provider shall submit all performance and other program reports listed below:
- G. [list the performance and other program reports here]

## **Article 22 Special Provisions for High Risk Contract**

- *Not Applicable*



## **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS**

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By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

- I. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
  - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
  - c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

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(Signature of Official Authorized to Sign Application)

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(Date)

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(Print Name)

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(Title)

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Event Approval Process  
**MEETING DATE:** December 2, 2025

**BACKGROUND**

In order to provide clarity to community members and staff, it would be beneficial to review current municipal code and determine if the current approval processes outlined in the code need to be updated. Currently there is some confusion and inconsistency in how applications/requests for events are processed. It seems that there may have been a shift in philosophy or requirements at some point making it unclear when/if events require the approval of the Common Council and/or the Parks & Recreation Commission, especially in cases of reoccurring events. The Municipal Code does provide guidance on these issues. Staff will move forward as outlined in the Municipal Code. If the Council feels that the processes laid out in the code should be reviewed or tweaked, ordinance amendments would be necessary.

**Special Events on Streets, Highways and Municipal Parking Lots (Muni Code 18-333):**

These events may or may not impact or take place in a park. Municipal Code notes that new applications require Common Council (or their designated Committee's) review. Reoccurring events, without substantial change, may be approved by staff.

- Street/Highway use (5K Run/Walk, Car show, Non profit vendor sales event, Business Open Houses, etc.) An event that utilizes the City streets, sidewalks or street parking spaces.
- Parade (School Homecoming, Memorial Day, Christmas Parade, etc.)
- Event on Municipal Parking Lot – Use of South Capron Street Lot or Market Square Lot.

**Street Privilege including Temporary Construction, Sidewalk Cafes and Multiple Vendors (Muni Code 18-401 and 18-402):**

These events do not impact or take place in a park.

- Temporary construction (dumpster, bucket truck, sidewalk blocked) Municipal Code notes staff reviews and approves the permit.
- Sidewalk Café (table, chairs, service of food, etc.) Municipal Code notes that the Council reviews and approves original applications and then reapplications may be approved by staff if there are no substantial changes to the request.
- Automobiles in Terrace Municipal Code notes that the Council reviews and approves original applications and then reapplications may be approved by staff if there are no substantial changes to the request.
- Special Vending – Multiple Vendors (sidewalk sales, etc.) Municipal Code notes that new applications require Common Council (or their designated Committee's) review. Reoccurring events, without substantial change, may be approved by staff.

**Park & Recreation Commission Request Form:**

These events do impact or take place in a park. This form is used to place an event on the Park & Recreation Commission meeting agenda. The event sponsor is asked to attend the Park & Recreation Commission meeting to be available to answer questions from the Commission members. Then the Park & Recreation Commission will motion to approve/deny the event. This form is used for park requests, petting zoos, long term campground stays and other catchall items.

Municipal Code 50-74 notes that all exclusive usage requests of the parks and park facilities are to be approved by staff within 10 days of the receipt of the request, and only require review by the Park & Recreation Commission if animals are going to be present.

Current practice, as noted above, does not reflect the process detailed in the code. Staff will need to notify the Park & Recreation Commission of this and move forward with the process outlined in the code. Should the Council wish to change this process or continue to utilize the process noted above, an ordinance amendment would be needed.

Again, should the Council feel that the processes as laid out in the code for any of the listed permits need to be reviewed or tweaked, ordinance amendments would be necessary.

**ARTICLE X. GENERAL SPECIAL EVENTS ON STREETS, HIGHWAYS  
AND MUNICIPAL PARKING LOTS<sup>1</sup>**

**Sec. 18-331. Purpose.**

The city recognizes that city streets, highways and municipal parking lots are primarily for the use of vehicular and pedestrian travel. It further recognizes a public benefit for such public streets, highways and municipal parking lots to be used, from time to time, for special events, block parties, processions, parades, runs, walks, bicycle races, marathons, etc., which do not substantially interfere with the public's right to travel or park on such streets, highways and municipal parking lots. This article is intended to regulate and control certain non-travel related uses of the streets, highways and municipal parking lots of the city, and to protect the general welfare and safety of the persons using such streets, highways and municipal parking lots. The authority to regulate such use is contained in Wis. Stats. § 349.185, and related sections thereto.

(Ord. No. 11-06, 5-9-2006)

**Sec. 18-332. Definitions.**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Charitable organization* means an organization in which the dominant purpose of its work is for the public good, and the work done for its members is but the means adopted for this purpose.

*Community event, celebration, procession, assemblage, parade, run, walk, marathon, bicycle race, etc.,* individually mean the usual and customary usage of such terms.

*Fraternal organization* means an organization with a representative form of government that:

- (1) Operates under the lodge system with a ritualistic form of work;
- (2) Is organized to promote the payment of life, sickness, accident or other insurance benefits to its members; and
- (3) Is organized to carry on some worthy civic or service purpose.

*Highway or street* has the meaning set forth in Wis. Stats. § 340.01, and also include areas owned by the city which are used primarily for pedestrian or vehicular traffic.

*Local organization* means an organization whose activities are limited to this state or to a specific geographical area within this state; and must be in existence for at least one year immediately preceding its application or belong to a state or national organization that has been in existence for at least three years.

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<sup>1</sup>Editor's note(s)—Ord. No. 11-06, adopted May 9, 2006, repealed former §§ 18-331—18-367 pertaining to permits for processions, parades, runs, walks, bicycle races and marathons and enacted similar new provisions to read as herein set out. The provisions of former §§ 18-331—18-367 derived from the 1989 Code.

Cross reference(s)—Streets, sidewalks and other public places, ch. 58.

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*Municipal parking lot* means all city owned parking lots in the city limits.

*Religious organization* means an established religious institution or group thereof.

*Service organization* means an organization which has, as a minimum, the benefit, the growth and the general welfare of the community as one of its principle purposes. This category includes a labor organization or political party, but excludes a trade association, a social club or a political group created exclusively for political purposes under whose name candidates appear on a ballot at any election.

*Veterans organization* means an established group of past participants in the United States Armed Forces.

(Ord. No. 11-06, 5-9-2006)

Cross reference(s)—Definitions generally, § 1-2.

### **Sec. 18-333. Permit.**

- (a) *Permit required.* Except as set forth in subsection (b) of this section, it shall be unlawful for any person to organize, conduct, lead or encourage any use of a street, highway or municipal parking lot for other than normal pedestrian or vehicular travel, including but not limited to community events, celebrations, processions or assemblages (hereinafter referred to in this article as "special events"), without first obtaining a permit under the terms of this article.
- (b) *Exemptions.*
- (1) A permit shall not be required for assembling or moving a funeral procession or military convoy.
  - (2) Any procession, other than a military convoy, sponsored by an agency of the federal or state government, acting in its governmental capacity within the scope of its authority, shall be required to obtain a permit, but shall be exempt from any permit fee and liability insurance requirements set forth in subsection (g) of this section.
  - (3) A permit shall not be required for any special event sponsored by the city.
  - (4) Any local religious, charitable, service, fraternal or veterans organization or any organization to which contributions are deductible for federal income tax purposes or state income or franchise tax purposes, which has been in existence for one year immediately preceding its application for a permit or which is chartered by a state or national organization which has been in existence for at least three years, shall be required to obtain a permit, and pay a permit fee, but shall be exempt from any liability insurance requirements set forth in subsection (g) of this section.
  - (5) A permit under this article shall not be required for the same use of a street, highway or municipal parking lot if a street privilege permit or a special event vending permit was issued for the same use under sections 18-401 or 18-402, or the same use was otherwise permitted under any other ordinance or legal authority of the city.
- (c) *Submission of application.* A written application for a permit for special events as set forth in subsection (a) of this section shall be made no less than 45 days prior to such event to the clerk-treasurer on a form provided by the city.
- (d) *Information required in application.* The permit application shall contain the following information:
- (1) The name, address and telephone number of the applicant.
  - (2) If the applicant is an organization, the name, address and telephone number of the headquarters of the organization and of the authorized and responsible heads of such organization.



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- (3) The name, address and telephone number of the person who will be responsible for conducting the event.
  - (4) If the applicant is an organization, the date of organization. Organizations claiming to be exempt under subsection (b)(4) from liability insurance requirements may be required to show documentary proof of eligibility, such as of the date, location and type of organization.
  - (5) The number and size of participants or units comprising the event.
  - (6) A description in detail of the proposed use; date, time and duration of such proposed use; and location of the event (which shall include a sketch or scale drawing if required by the clerk-treasurer or common council).
  - (7) If a procession, the assembly area, starting point, route to be traveled and termination point of the procession.
  - (8) If the event is to be conducted by or for a person other than the applicant, the applicant for such permit shall file with the clerk-treasurer a communication in writing from that person authorizing the applicant to apply for the permit on his behalf.
  - (9) Any additional information which the clerk-treasurer or common council finds reasonably necessary for a fair determination as to whether a permit should be issued.
- (e) *Neighboring resident consent to issuance.* Except for applications for processions (parades), each application for a permit hereunder shall be accompanied by a verified petition in the following form and signed by the requisite number of residents as described in the petition:

RESIDENT PETITION GRANTING CONSENT FOR SPECIAL EVENT PERMIT FOR USE OF STREET, HIGHWAY OR  
MUNICIPAL PARKING LOT

The undersigned residents of the City of Berlin hereby consent to the City of Berlin granting a permit for use of the street, highway or municipal parking lot, or portion(s) thereof, designated in the attached application for permit, for the purposes described and as proposed in the attached application.

If the proposed use is for a street or highway, the undersigned consists of not less than 75 percent of the residents over 18 years of age residing along that portion of the street or highway designated for the proposed use.

If the proposed use is for a municipal parking lot, the undersigned consists of not less than 75 percent of the residents over 18 years of age residing within 200 feet of the closest portion of the municipal parking lot designated for the proposed use.

- (f) *Indemnification.* The applicant for a permit hereunder shall be required to indemnify, defend and hold the city and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the city on account of any injury to or death of any person, or any damage to property, caused by or resulting from the activities for which the permit was granted.
- (g) *Liability insurance required; city named as additional insured.* Except for those applicants exempt from this requirement under subsections (b)(2) and (4) of this section, an applicant for a permit hereunder shall, as evidence of the applicant's financial ability to support its indemnification obligation under subsection (f) of this section, be required to furnish a valid certificate of comprehensive general liability insurance to the city in the amounts set forth in the schedule of required insurance on file with the city clerk-treasurer, unless lesser amounts are specifically authorized by the common council. The certificate shall show the city as an additional insured. In lieu of this requirement, the applicant may present other reasonable proof of financial responsibility as approved by the city attorney.
- (h) *Advisory recommendations.* The clerk-treasurer shall submit a copy of the permit application to the chief of police and superintendent of streets, who shall provide their advisory recommendations.



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- (i) *Basis for discretionary denial.* The permit application may be denied, or partially denied, if:
- (1) The proposed special event is to be held on a work day during hours when, and at places where, in addition to the proposed event, the flow of vehicular traffic is usually delayed by its own volume;
  - (2) The proposed special event is to be conducted at times which could potentially create an unreasonable disturbance for surrounding neighbors. Factors that may be considered for purposes of this determination shall include, but not be limited to, the noise level that will likely be produced, hazards to parked vehicles and the time of day being proposed for the use;
  - (3) Sufficient police protection is not available, and sufficient private marshals are not provided by the applicant, to reasonably assure the orderly conduct of the special event;
  - (4) The special event would be a threat to public safety;
  - (5) The policing of the special event will require such a large number of officers and vehicles, including ambulances, as to prevent adequate service of the needs of the rest of the city;
  - (6) The event will substantially hinder the movement of police, fire and other emergency vehicles as to create a substantial risk to persons and property;
  - (7) The conduct of the event will substantially interrupt the safe and orderly movement of other traffic contiguous to the route of such event;
  - (8) The event is so poorly organized that the participants are likely to engage in aggressive or destructive activity;
  - (9) The proposed location for conducting the special event involves a street or highway under construction or a detour route;
  - (10) The permit application is made less than 45 days in advance of the time the special event is scheduled to commence; or
  - (11) The proposed duration of the event is greater than 12 hours during a 24-hour period, or commences or continues during the hours of 12:00 a.m. to 7:00 a.m.
- (j) *Mandatory denial.* The permit application shall be denied, or partially denied, if:
- (1) It is for a special event which would involve violation of federal, state or local laws relating to the use of highways, or of other applicable regulations of the city;
  - (2) The granting of the permit would conflict with another permit already granted, or for which application is already pending;
  - (3) The application does not contain the information required in subsection (d) of this section;
  - (4) If a procession, more than one assembly or dispersal area is proposed; or
  - (5) A permit under Wis. Stats. § 84.07(4) has not been obtained, if needed; or
  - (6) The proposed special event is solely for private or commercial economic gain, or otherwise serves no general public purpose.
- (k) *Fee.* Every application submitted hereunder shall be accompanied by a fee in an amount as set forth in the fee schedule on file in the clerk-treasurer's office. Such fee shall be non-refundable if the permit is not granted.
- (l) *Charge for increased costs.* When the clerk-treasurer determines that the cost of municipal services incident to the staging of the special event permitted hereunder will be increased because of the special event, the clerk-treasurer may require the permittee to make an additional payment into the general fund of the city in an amount equal to the increased costs.

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- (m) *Common council approval; permit issuance.* Except as provided in this subsection, upon receipt of a completed application for permit hereunder, the clerk-treasurer shall submit the application, along with the recommendations of the chief of police and the superintendent of streets pursuant to subsection (h) of this section, to the common council, or its designated committee, for review. Prior to a decision by the common council, opportunity shall be given by the common council, or its designated committee, to any person to be heard for or against the granting of the permit. Upon the approval of the application by the common council, the clerk-treasurer shall issue to the applicant a permit. If the application is for a recurring special event (such as an event which recurs on an annual basis) for which a permit was granted not more than 18 months prior for a previous occurrence of the same special event to the same applicant, and if there are no substantial changes to the special event, or circumstances surrounding the special event, from previous occurrences of the event, then the clerk-treasurer may, in his or her discretion, issue the permit for the new event without common council approval. The mayor or the common council may at any time, on a case by case basis, rescind such authority to the clerk-treasurer, and may require any application for a permit hereunder to be reviewed and approved by the common council prior to a permit being granted.
- (n) *Permit denial.* If the common council denies a license or renewal application, the city clerk-treasurer shall within five business days of the denial, send notice to the applicant in writing stating the reasons for such action. The notice shall also inform the applicant of the opportunity to have the determination reviewed under the procedures set forth in Wis. Stats. ch. 68.
- (o) *Modification of application.* In lieu of denying a permit application, the common council may authorize the clerk-treasurer to amend the application, including but not limited to changing the location of the assembly or dispersal areas for processions, changing the date or time(s) of the special event, or changing the location of the event or route of the procession, for the purpose of approving the application. The applicant or permittee may accept such modification by notifying the clerk-treasurer in writing of such acceptance within five days. If such approval is not received by the applicant or the permittee within such time period, the application shall be deemed denied.
- (p) *Failure to provide or providing false information; grounds for denial.* Failure or refusal of the applicant to give any information required by the application, or providing false information in the application or to the city clerk-treasurer, the common council, or designated committee thereof, in conjunction with the application, shall constitute an admission by the applicant that the applicant is ineligible for the permit and shall be grounds for denial thereof.
- (q) *Representative at meeting.* The applicant, or a representative of the applicant, for a permit hereunder shall be present at any meeting of the common council, or designated committee thereof, when consideration is given to the granting of the permit applied for, for the purpose of providing any additional information which is reasonably necessary to make a fair determination as to whether such permit should be granted.
- (r) *Termination; revocation.* A permit for a special event granted hereunder which is in progress may be terminated, and the permit granted hereunder revoked, by the police department if the health, safety and welfare of the public appears to be endangered by activities generated as a result of the event, if the event is in violation of any of the conditions of the permit or ordinances, or such termination and revocation is justified by an actual or potential emergency due to weather, fire, riot, or other catastrophe.
- (s) *Notices and signage for closure of municipal parking lot.* For permits granted hereunder for use of municipal parking lots, the applicant shall securely post notices (the forms for which shall be provided by the city) on any vehicles parked in the municipal parking lot, or portion thereof, proposed to be used, at least 24 hours in advance of the special event, notifying the operators of such vehicles that the municipal parking lot, or portion thereof, will be closed during the designated times authorized in the permit. The applicant shall further be required to place temporary signs at each entrance of the municipal parking lot, at least 24 hours in advance, notifying that the lot will be closed during the designated times authorized in the permit. The sign shall be built of durable materials which are approved by the city. If the permit authorizes events on

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multiple days, notices and signs as set forth in this subsection shall be posted 24 hours in advance of each separate daily event, or as much in advance as possible if the events are not 24 hours apart.

(t) *Compliance.*

- (1) *Permittee.* A permittee under this article shall comply with all permit directions and conditions, and with all applicable laws, ordinances and other regulations of the state and the city.
- (2) *Participants.* No person who participates in an event permitted under this article shall disobey or encourage others to disobey the provisions of this article after a law enforcement officer has directly and presently informed him of any of the provisions of this article or the terms of the permit.

{Ord. No. 11-06, 5-9-2006}

**Secs. 18-334—18-400. Reserved.**



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## Sec. 18-401. Street privilege permit.

- (a) *When required.* Permits for obstruction or excavation beyond a private lot line and within a public street, alley, sidewalk or other public way or place of the city shall be granted as follows:
- (1) *Temporary construction.* The moving of any building or structure, or encumbering a street, alley, sidewalk or way with materials necessary in and about the construction or demolition of any building or structure, provided such applicant has complied with the requirements of this section, and has obtained a building permit if required by this Code. Applicants applying for a permit under this subsection shall be referred to as "temporary construction applicants."
  - (2) *Sidewalk cafés.* Placing tables, chairs or other items or devices appurtenant to outdoor dining adjacent to the applicant's duly licensed or authorized food service facility or restaurant for the purpose of allowing customers of such facility or restaurant to consume the food or beverages purchased in such facility or restaurant, provided the applicant has complied with the requirements of this section. Applicants applying for a permit under this subsection shall be referred to as "sidewalk café applicants," and holders of persons holding a permit under this subsection shall be referred to as "sidewalk café license holders".
  - (3) *Automobile sale terrace displays.* The display of automobiles, as defined in Wis. Stats. § 340.01(4), for sale in terrace areas adjacent to or fronting the applicant's duly licensed or authorized automobile sale facility or dealership located within the city's business improvement district created under Wis. Stats. § 66.1109, or if such business improvement district has been terminated, then the area contained within such business improvement district at the time of its termination, provided the applicant has complied with the requirements of this section. If the city's business improvement district is ever terminated, then permits hereunder shall be limited to applicants with duly authorized licensed or authorized automobile sale facilities or dealerships located within the area formerly designated as the city's business improvement district on the date of the district's termination. Applicants applying for a permit under this subsection shall be referred to as "automobile sale terrace display applicants." No permits may be granted hereunder for the display of automobiles during the winter parking restriction periods designated in section 70-458.
- (b) *Application.* Applications for street privilege permits shall be filed with the clerk-treasurer, and shall contain such information as the clerk-treasurer may require, including, but not limited to, a scale drawing identifying the site and the proposed obstructions. Upon issuance, street privilege permits shall be signed by the clerk-treasurer, and shall be conspicuously displayed at the licensed premises so as to be plainly visible to the public and any inspectors in the public area that is obstructed.
- (c) *Review.* Upon receipt of an application for a street privilege permit, or renewal of a previously granted permit, the clerk-treasurer shall review the information set forth on the application for conformity with the provisions of this section, and shall refer the application to the chief of police, superintendent of streets and building inspector, whereby each of such officials shall prepare a written report of his individual recommendations as to approval or denial of such application, as well as reasons for denial, if applicable. If the reports from such city officials recommend approval for temporary construction applicants only, and the applicant has clearly and unambiguously met all requirements of the application in the opinion of the clerk-treasurer, the clerk-treasurer shall immediately issue the permit. The clerk-treasurer shall, upon receipt of such city officials' reports for sidewalk café applicants, and automobile sale terrace display applicants, submit the permit application and the reports to the committee of the whole and common council for final determination. If the applicable requirements of any application are not clearly and unambiguously met in the clerk-treasurer's opinion, he shall state the matters in doubt in writing to the applicant within three days of the time of the filing of the original application. Applications for renewal of permits must be filed sufficiently in advance so as to prevent a lapse of the permit. Renewal applications for sidewalk café



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applicants and automobile sale terrace display applicants may be issued directly by the clerk-treasurer, without committee of the whole or common council approval, if the reports from the required city officers recommend approval, and there are no substantive changes in the permit applied for from the previous permit granted. If the clerk-treasurer ever denies a street privilege permit, or renewal hereunder, without review by the common council, the applicant may appeal, by providing notice of such appeal in writing to the clerk-treasurer within five days after the denial, whereby the application and accompanying city official's reports shall be submitted to the committee of the whole and common council for final determination.

- (d) *Action of common council.* The common council, upon recommendation from the committee of the whole, shall review the permit application and the recommendation reports from the applicable city officials, if applicable, and either deny the permit, approve the permit or approve the permit conditionally. If the application is not acted upon by the common council within 45 days of the filing of such application, the application shall be deemed denied, and the application fee shall be refunded to the applicant, unless an extension is granted to the applicant.
- (e) *Conditions of license.* In addition to any other conditions imposed by the common council, all permittees under this section shall fully comply with the following requirements:
  - (1) *Indemnification; insurance; performance bond.* The applicant for a street privilege permit shall be required to indemnify, defend and hold the city and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the city on account of any injury to or death of any person, or any damage to property, caused by or resulting from the activities for which the permit was granted. As evidence of the applicant's ability to perform the conditions of the permit, the applicant shall be required to furnish a certificate of comprehensive general liability insurance to the city in the amounts set forth in the schedule of required insurance on file with the city clerk-treasurer, unless lesser amounts are specifically authorized by the common council. If required, the certificate shall show the city as an additional insured. The applicant may also be required to furnish a performance bond prior to the permit being granted.
  - (2) *Removal of obstruction.* The applicant for a permit under this section shall be obligated to remove any permitted obstruction upon ten days' notice by the state or the city. If the permittee fails to remove such obstruction within such time period, the state or city may remove the obstruction, and the permittee shall be obligated to pay the state or city for all costs of such removal. If the costs for such removal are not timely paid, the costs may be submitted to the clerk-treasurer, who shall enter such costs on the next annual tax roll as a special charge against the permittee's applicable adjoining real estate (only if such real estate is owned by the permittee), and such sum shall be levied and collected as other special taxes against real estate.
  - (3) *Waiver of contest.* The applicant for a permit under this section shall waive any and all rights to contest, in any way or manner, the validity of Wis. Stats. § 66.045.
  - (4) *Area of obstruction.* Temporary construction applicants shall not obstruct more than one-third of any street or alley within the city. Sidewalk cafe applicants may only encumber upon sidewalks or other public areas that have no effect on vehicular traffic areas or ways. Temporary construction applicants and sidewalk cafe applicants shall not interrupt sidewalk pedestrian traffic, and must allow a minimum width as required by the Americans with Disabilities Act or any Wisconsin disability related law or regulation for uninterrupted pedestrian traffic. Temporary construction applicants, if necessary, may construct a temporary sidewalk of such width, but such temporary sidewalk must be guarded by a closed fence at least four feet high on both sides, which must be maintained during the period of obstruction.
  - (5) *Sidewalk café time limitations.* Sidewalk café license holders shall remove any permitted obstructions from the sidewalk or public area or way during hours when the adjoining license holder's business is closed, and during the hours of 10:00 p.m. and 7:00 a.m. each day.

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- (6) *Lighting for temporary construction applicants.* Temporary construction applicants shall sufficiently light the permitted obstruction areas at night to ensure that such obstruction areas are in full view of the public from all directions.
- (7) *Moving buildings must be continuous.* Temporary construction applicants moving any building or structure shall ensure that such moving is done in as continuous a process as practicable, until completed, and, if ordered by the chief of police or superintendent of streets, shall continue during all hours of the day and night. No building or structure shall be allowed to remain overnight on any street crossing or intersection, or so near thereto as to prevent easy access to any fire hydrant. Buildings shall be moved only in accordance with the route prescribed by the superintendent of streets and chief of police. The applicant shall be responsible for any reasonable engineering fees incurred by the city to assist in establishing such moving route.
- (8) *Cleanup.* Upon termination of the work necessitating an obstruction, or upon termination of a nonrenewed permit under this section, whichever is earlier, all parts of the streets, alleys, sidewalks or public areas or ways obstructed under the permit shall be vacated, cleaned of all rubbish and obstructions, and placed in a safe condition for public travel, at the expense of the permittee.
- (9) *Sidewalk café license holder's compliance with other regulations.* Sidewalk café license holders shall comply with all applicable state and county regulations governing health and sanitation for food handling establishments and dining areas, and any other applicable city regulations. Sidewalk café license holders shall be allowed to prohibit use of the dining facility obstructions permitted under this section to persons who are not the license holder's patrons. All food and beverages must be served on or in dishes, cups and/or receptacles which are made of plastic or other materials which are designed to be shatterproof. Sidewalk café license holders may serve alcohol in the sidewalk café area under the following conditions:
- a. The sidewalk café license holder must have a separate alcohol beverage license for the sidewalk café license holder's adjoining business issued by the city pursuant to chapter 6, article II, and the sidewalk café area must be included in the premises description of such separate alcohol beverage license and such sidewalk café license holder is otherwise in compliance with the conditions of such separate alcohol beverage license and all alcohol beverage licensing laws, regulations and ordinances.
  - b. The sidewalk café license holder's adjoining business must be a restaurant (as defined by Wis. Stat. § 125.02(18)) in which the sale of alcohol beverages accounts for less than fifty (50) percent of gross receipts.
  - c. The sidewalk café license holder's adjoining business is located in a B-1 zoning district.
  - d. Consumption of alcohol beverages must be only at tables owned and controlled by the sidewalk café license holder, and must be under the general supervision of the sidewalk café license holder. The sidewalk café license holder shall be responsible for the supervision and control of the sidewalk café area and for preventing unauthorized or underage consumption of alcoholic beverages in the sidewalk café area.
- (10) *Automobile sale terrace display applicants—General conditions.* Automobile sale terrace display applicants shall comply with the following conditions:
- a. Automobiles may only be displayed on terraces which are paved, and are designed to accommodate automobile parking.
  - b. For each permit granted, the superintendent of streets shall determine a "no display" zone, for the purpose of maintaining appropriate vision clearance for vehicles traveling at nearby intersections, and a description of such "no display" zone shall be designated on the permit granted. Accordingly, automobiles may not be displayed in such designated "no display" zone.

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- c. The display of automobiles must have no effect on vehicular traffic areas or ways, and shall not interrupt sidewalk pedestrian traffic. A minimum width as required by the Americans with Disabilities Act or any Wisconsin disability related law or regulation of remaining sidewalk for pedestrian traffic must be maintained.
- (f) *Fee.* The fee for a street privilege permit, and each renewal or transfer of such permit, shall be as set forth in the fee schedule on file in the clerk-treasurer's office.
- (g) *Third party right of action.* Third parties whose rights are interfered with by the granting of a street privilege permit shall have right of action against the holder of the permit only, and not against the city.
- (h) *Term of permits.* Except for temporary construction permits, all street privilege permits shall have a term commencing on the date specified in the permit and shall continue through the following June 30, unless an earlier termination date is specified on the permit at the direction of the common council. The term for temporary construction permits shall commence on the date specified in the permit and shall continue for a period of 90 days, unless an earlier or later termination date is specified on the permit at the direction of the common council, but in any event shall not be longer than one year.
- (i) *Transferability and assignability upon reapplication.* Street privilege permits granted under this section are not transferable or assignable without the proposed transferee reapplying and complying with all other conditions set forth in this section.
- (j) The street privilege permits issued under this section are pursuant to and compliant with Wis. Stats. §66.0425 except that obstructions or excavations for less than 90 days shall still require a permit under this Section.
- (Ord. No. 201-00, § 6-2-11, 9-12-2000; Ord. No. 06-09, 6-6-2009; Ord. No. 04-13, 6-11-2013; Ord. No. 11-18, 12-11-2018; Ord. No. 11-21, 7-13-21)



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## **Sec. 18-402. Special event vending permit.**

- (a) *Required; sales restricted.*
- (1) No person shall display, sell or offer to sell on any street, sidewalk, alley, municipal parking lot or other public place within the city any goods, wares, foodstuffs or anything of value or service of any kind by putting up a booth or stopping a vehicle or person on foot, or in any other manner attempting to publicly sell or offer for sale any such items, unless such person is acting under the authority of a street privilege permit under section 18-401, a special event vending permit issued under this section, a general special event permit under article X, as part of a farmer's market under article VI, or otherwise permitted under any other ordinance or legal authority of the city.
  - (2) A special event vending permit issued under this section is for special events only, whereby the primary focus of a permitted special event is to have local businesses present their goods, wares, foodstuffs and things of value for sale on the sidewalks, streets or in municipal parking lots. Such permit shall enable the permitted businesses to conduct business in all enumerated areas subject to the limitations of this section.
  - (3) A special event vending permit may only be issued when the applicant is an organization or association representing at least 25 businesspersons, all of whom operate either a retail, service, manufacturing or wholesale business within the city.
- (b) *Submission of application.* A written application for a special event vending permit shall be made no less than 45 days prior to such event to the clerk-treasurer on a form provided by the city.
- (c) *Information required in application.* The permit application shall contain the following information:
- (1) The applicant's name, principal office address and telephone number, and the names of the authorized and responsible heads of the applicant organization or association.
  - (2) A statement as to whether the special event vending permit applied for is to apply to all businesses operating within the city, or only specified businesses represented by the applicant. If only specified businesses, the name, address and telephone number of each specified business which will be participating in the permitted event.
  - (3) The name, address and telephone number of the person who will be responsible for conducting the event.
  - (4) A description in detail of the proposed event; date, time and duration of such proposed event; and location of the event (which shall include a sketch or scale drawing if required by the clerk-treasurer or common council).
  - (5) Any additional information which the clerk-treasurer or the common council finds reasonably necessary for a fair determination as to whether a permit should be issued.
- (d) *Indemnification.* The applicant for a permit hereunder shall be required to indemnify, defend and hold the city and its employees and agents harmless against all claims, liability, loss, damage or expense incurred by the city on account of any injury to or death of any person, or any damage to property, caused by or resulting from the activities for which the permit was granted.
- (e) *Liability insurance required; city named as additional insured.* Each applicant for a special event vending permit hereunder shall, as evidence of the applicant's financial ability to support its indemnification obligation under subsection (d) of this section, be required to furnish a valid certificate of comprehensive general liability insurance to the city in the amounts set forth in the schedule of required insurance on file with the city clerk-treasurer, unless lesser amounts are specifically authorized by the common council. The



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certificate shall show the city as an additional insured. In lieu of this requirement, the applicant may present other reasonable proof of financial responsibility as approved by the city attorney.

- (f) *Advisory recommendations.* The clerk-treasurer shall submit a copy of the permit application to the chief of police and superintendent of streets, who shall provide their advisory recommendations.
- (g) *Basis for discretionary denial.* The permit application may be denied, or partially denied, if:
  - (1) The proposed special event is to be held on a work day during hours when, and at places where, in addition to the proposed event, the flow of vehicular traffic is usually delayed by its own volume;
  - (2) The proposed special event is to be conducted at times which could potentially create an unreasonable disturbance for surrounding neighbors. Factors that may be considered for purposes of this determination shall include, but not be limited to, the noise level that will likely be produced, hazards to parked vehicles and the time of day being proposed for the use;
  - (3) Sufficient police protection is not available, and sufficient private marshals are not provided by the applicant, to reasonably assure the orderly conduct of the special event;
  - (4) The special event would be a threat to public safety;
  - (5) The policing of the special event will require such a large number of officers and vehicles, including ambulances, as to prevent adequate service of the needs of the rest of the city;
  - (6) The event will substantially hinder the movement of police, fire and other emergency vehicles as to create a substantial risk to persons and property;
  - (7) The conduct of the event will substantially interrupt the safe and orderly movement of other traffic contiguous to the route of such event;
  - (8) The event is so poorly organized that the participants are likely to engage in aggressive or destructive activity;
  - (9) The proposed location for conducting the special event involves a street or highway under construction or a detour route;
  - (10) The permit application is made less than 45 days in advance of the time the special event is scheduled to commence; or
  - (11) The proposed duration of the event is greater than 12 hours in a 24-hour period, or commences or continues during the hours of 12:00 a.m. to 7:00 a.m.
- (h) *Mandatory denial.* The permit application shall be denied, or partially denied, if:
  - (1) It is for a special event which would involve violation of federal, state or local laws relating to the use of highways, or of other applicable regulations of the city;
  - (2) The granting of the permit would conflict with another permit already granted, or for which application is already pending;
  - (3) The application does not contain the information required in subsection (c) of this section; or
  - (4) A permit under Wis. Stats. § 84.07(4) has not been obtained, if needed, or
  - (5) The proposed special event is solely for the private or commercial economic gain of a single business or small number of businesses, and otherwise serves no general public purpose.
- (i) *Fee.* Every application submitted hereunder shall be accompanied by a fee in an amount as set forth in the fee schedule on file in the clerk-treasurer's office. Such fee shall be non-refundable if the permit is not granted.

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- (j) *Charge for increased costs.* When the clerk-treasurer determines that the cost of municipal services incident to the staging of the special event permitted hereunder will be increased because of the special event, the clerk-treasurer may require the permittee to make an additional payment into the general fund of the city in an amount equal to the increased costs.
- (k) *Common council approval; permit issuance.* Except as provided in this subsection, upon receipt of a completed application for permit hereunder, the clerk-treasurer shall submit the application, along with the recommendations of the chief of police and the superintendent of streets pursuant to subsection (f) of this section, to the common council, or its designated committee, for review. Prior to a decision by the common council, opportunity shall be given by the common council, or its designated committee, to any person to be heard for or against the granting of the permit. Upon the approval of the application by the common council, the clerk-treasurer shall issue to the applicant a permit. If the application is for a recurring special event (such as an event which recurs on an annual basis) for which a permit was granted not more than 18 months prior for a previous occurrence of the same special event to the same applicant, and if there are no substantial changes to the special event, or circumstances surrounding the special event, from previous occurrences of the event, then the clerk-treasurer may, in his or her discretion, issue the permit for the new event without common council approval. The mayor or the common council may at any time, on a case by case basis, rescind such authority to the clerk-treasurer, and may require any application for a permit hereunder to be reviewed and approved by the common council prior to a permit being granted.
- (l) *Permit denial.* If the common council denies a license or renewal application, the city clerk-treasurer shall within five business days of the denial, send notice to the applicant in writing stating the reasons for such action. The notice shall also inform the applicant of the opportunity to have the determination reviewed under the procedures set forth in Wis. Stats. ch. 68.
- (m) *Modification of application.* In lieu of denying a permit application, the common council may authorize the clerk-treasurer to amend the application, including but not limited to changing the date or time(s) of the special event, or changing the location of the event, for the purpose of approving the application. The applicant or permittee may accept such modification by notifying the clerk-treasurer in writing of such acceptance within five days. If such approval is not received by the applicant or the permittee within such time period, the application shall be deemed denied.
- (n) *Failure to provide or providing false information; grounds for denial.* Failure or refusal of the applicant to give any information required by the application, or providing false information in the application or to the city clerk-treasurer or common council in conjunction with the application, shall constitute an admission by the applicant that the applicant is ineligible for the permit and shall be grounds for denial thereof.
- (o) *Representative at meeting.* A representative of the applicant for a permit hereunder shall be present at any meeting of the common council, or designated committee thereof, when consideration is given to the granting of the permit applied for, for the purpose of providing any additional information which is reasonably necessary to make a fair determination as to whether such permit should be granted.
- (p) *Termination; revocation.* A permit for a special event granted hereunder which is in progress may be terminated, and the permit granted hereunder revoked, by the police department if the health, safety and welfare of the public appears to be endangered by activities generated as a result of the event, if the event is in violation of any of the conditions of the permit or ordinances, or such termination and revocation is justified by an actual or potential emergency due to weather, fire, riot, or other catastrophe.
- (q) *Notices and signage for closure of municipal parking lot.* For permits granted hereunder for use of municipal parking lots, the applicant shall securely post notices (the forms for which shall be provided by the city) on any vehicles parked in the municipal parking lot, or portion thereof, proposed to be used, at least 24 hours in advance of the special event, notifying the operators of such vehicles that the municipal parking lot, or portion thereof, will be closed during the designated times authorized in the permit. The applicant shall further be required to place temporary signs at each entrance of the municipal parking lot, at least 24 hours

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in advance, notifying that the lot will be closed during the designated times authorized in the permit. The sign shall be built of durable materials which are approved by the city. If the permit authorizes events on multiple days, notices and signs as set forth in this subsection shall be posted 24 hours in advance of each separate daily event, or as much in advance as possible if the events are not 24 hours apart.

- (r) *Pedestrian clearance.* A minimum of four feet shall be reserved for pedestrian traffic on sidewalks during a permitted event under this section.

(Code 1989, § 6-2-12; Ord. No. 11-06, 5-9-2006; Ord. No. 06-09, 6-6-2009)



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## Sec. 50-74. Reservation of park space.

- (a) *Policy.* The city-owned park and park facilities and shelter areas within the city are primarily for the nonexclusive use of the residents and visitors of the city; however, under proper circumstances, exclusive use thereof may be permitted, with the exception of the Berlin Locks Park and the Walkush Street Conservancy Park, which parks shall not be permitted for exclusive use. This section is intended to regulate exclusive use of municipally-owned parks, park facilities, park shelters, or parts thereof, in the city so that the general welfare of the city is protected.
- (b) *Application required; issuer of permits.* A person may reserve the use of a city park facility, shelter, land area, or an entire park by filing a written application with the parks and recreation director for a permit for exclusive use of such park facility, shelter, land area or entire park. Park facilities, shelters, or land areas shall generally be available for reservation on a first-requested, first-reserved basis. Reservations may be made as early as two years prior to a proposed exclusive use, but not earlier. Further, in the case of two or more applications received on the same day for proposed exclusive uses intending to occur at the same time and same park or park facility, preference shall be granted to uses having a longer history of occurring on the same date (or general time period in question), and same park or park facility, in prior years.
- (c) *Application process.* Applications for the exclusive use of a city park, land area, shelter or facility shall be filed with the parks and recreation director at least 45 days prior to the date on which the proposed exclusive use is requested, unless such time period is waived by the city, and shall set forth the following information regarding the proposed exclusive use:
- (1) The name, address and telephone number of the applicant.
  - (2) If the exclusive use is proposed for a group, firm, organization, partnership or corporation, the name, address and telephone number of the headquarters of such group, firm, organization, partnership or corporation, and the responsible and authorized heads or partners thereof.
  - (3) The name, address and telephone number of the person who will be responsible for the use of the park, area or facility.
  - (4) The date and hours when the exclusive use is requested.
  - (5) The anticipated number of persons to use the park, area or facility.
  - (6) Identification of any animals intended to be present during the exclusive use, along with a description of the purpose for inclusion of such animals, the applicant's plan to ensure the safety and care of the animals, the applicant's plan to ensure the safety of participants and the general public, the applicant's plan for ensuring that the animals are not unreasonably disruptive or annoying to surrounding property owners or the general public as a result of noise or smells, the applicant's plan for cleaning up after the animals and the applicant's plan for restoring any damage to the park that may be caused by the animals.
  - (7) Any additional information which the parks and recreation director or commission finds reasonably necessary to a fair determination as to whether a permit should be issued.
- (d) *Decision; appeal.* Except for applications for exclusive uses during which animals are intended to be present, the parks and recreation director shall decide to issue or not issue the permit within ten days of receiving the application, which decision may be appealed by the applicant to the parks and recreation commission. Applications for exclusive uses during which animals are intended to be present shall be directly submitted to the parks and recreation commission for review and determination; however renewal applications may be issued directly by the parks and recreation director, without parks and recreation commission approval, if there are no substantive changes in the exclusive use applied for from the previous permit granted and the applicant meets all the same conditions for approval from that previous permit.

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- (e) *Reasons for denial.* Applications for the reservation of park space or shelters may be denied for any of the following reasons:
- (1) The application is for a use which would involve a violation of federal or state law or any provision of this Code.
  - (2) The granting of the permit would conflict with another permit already granted or for which an application is already pending.
  - (3) The application does not contain the information required by subsection (c) of this section.
  - (4) The application is made earlier than two years prior to the scheduled exclusive use contrary to subsection (b) of this section, or less than the required days in advance of the scheduled exclusive use as set forth in subsection (c) of this section.
  - (5) The application was received on the same day as an application for a proposed exclusive use intending to occur at the same time and same park or park facility, and for which such other conflicting use is entitled to preference pursuant to subsection (b) of this section.
  - (6) The law enforcement requirements of the exclusive use will require such a large number of persons as to prevent adequate law enforcement to the park, park facility or shelter area involved, or to the rest of the city.
  - (7) The exclusive use will reasonably create a substantial risk of injury to persons or damage to property.
  - (8) The exclusive use is so poorly organized that participants are likely to engage in aggressive or destructive activity.
  - (9) The time period requested for the exclusive use is unreasonably excessive.
  - (10) The granting of the permit would be prohibited by any state statute, regulation and/or contract or lease which the city is a party to governing the applicable park.
  - (11) The facilities available at the requested site are not adequate to support to proposed event.
  - (12) If any animals are intended to be present, then if:
    - a. The purpose of the inclusion of such animals is contrary to public's interest; or
    - b. The applicant has not submitted a reasonable plan for, or is not reasonably capable of, ensuring the safety and care of the animals; or
    - c. The applicant has not submitted a reasonable plan for, or is not reasonably capable of, ensuring the safety of participants and the general public; or
    - d. The applicant has not submitted a reasonable plan for, or is not reasonably capable of, ensuring that the animals are not unreasonably disruptive or annoying to surrounding property owners or the general public as a result of noise or smells; or
    - e. The applicant has not submitted a reasonable plan for, or is not reasonably capable of, cleaning up after the animals; or
    - f. The applicant has not submitted a reasonable plan for, or is not reasonably capable of, restoring any damage to the park or other public property that may be caused by the animals.
- (f) *Indemnification.* The applicant for any permit for exclusive use of any city park facility, shelter, land area or an entire park shall agree on the application to release, hold harmless and indemnify the city from and against any and all liability for property damage or injury incurred by the applicant, employee, agent, customer or other third party related to or arising out of the permitted use. Also, the city may require the permittee to file evidence of good and sufficient sureties, insurance in force or other evidence of adequate

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financial responsibility, running to the city and such other third parties as may be injured or damaged, in an amount depending upon the likelihood of injury or damage as a direct and proximate result of the exclusive use sufficient to indemnify the city and such third parties who may be injured or damaged by such exclusive use caused by the permittee, its agents or participants. A refundable security deposit may be required to be deposited with the city for such purpose. Liability insurance coverage amounts shall be as set forth in the schedule of required insurance on file with the city clerk-treasurer, and all other surety or financial responsibility amounts shall be as reasonably determined by the parks and recreation commission based on the individual circumstances of the application, upon consultation with the city attorney.

- (g) *Exemption.* An exclusive use permit is not required for the exclusive use of a city park or park facility which use is sponsored by the city.
- (h) *Permit revocation.* The parks and recreation commission and/or the chief of police, after having granted an exclusive use permit, may revoke such permit if it is deemed that such revocation is justified by an actual or potential emergency due to weather, fire, riot, other catastrophe or likelihood of a breach of the peace, or by a major change in the conditions forming the basis of the issuance of the permit. Further, a breach of any alcohol license or other permit/license granted to the applicant for the same use shall be reason for revocation of an exclusive use permit granted under this section.
- (i) *Form of permit.* Each exclusive use permit shall be in a form prescribed by the parks and recreation commission, and shall designate the park, park facility or shelter area involved, the date, hours and purpose of the exclusive use and the name of the person, group, firm, organization, partnership or corporation to which the permit is issued.
- (j) *Cleanup.* Any person reserving city park facilities shall be completely responsible, after the event, for cleaning up the park facilities to the satisfaction of city officials. Inadequate cleaning shall result in the permit holders being billed for the costs of such cleanup and/or forfeiture of any deposit.

(Code 1989, § 12-1-5(a)—(j), 12-1-5(a)(l); Ord. No. 09-11, 11-8-2011; Ord. No. 01-16, 2-9-16; Ord. No. 03-16, 6-14-16)

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Municipal Code Chapter 54 Waste and Recycling Amendment  
**MEETING DATE:** December 2, 2025

**BACKGROUND**

The Department of Natural Resources is requiring that municipalities update their ordinances regarding recycling within the first quarter of 2026 to address some changes that have been made to state recycling regulations. None of the changes significantly impact the City's current ordinance or operations.

The ordinance also requires amendment to allow for collection of a special charge for Recycling on the tax bills in 2027, as has been discussed by the Council throughout the budgeting process.

The City Attorney has drafted the ordinance amendments for your review.

Staff plans to send the ordinance to the DNR for review to ensure that the amended ordinance will meet the requirements of the DNR. Following DNR review, the ordinance amendment would go to Common Council for approval.

**SUGGESTED MOTION**

Motion to recommend to Council to approve amendments to Municipal Code Chapter 54 Waste and Recycling to bring the code into compliance with DNR requirements and allow a Recycling fee to be placed on future tax bills, following the ordinance being sent to the DNR for review.

**ORDINANCE # \_\_\_\_\_**

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**AN ORDINANCE TO REPEAL AND RECREATE PORTIONS OF CHAPTER 54  
ENTITLED “SOLID WASTE AND RECYCLING” OF THE CITY OF BERLIN  
MUNICIPAL CODE REGARDING THE COLLECTION OF SOLID WASTE  
AND RECYCLING MATERIALS AND RELATED SERVICES**

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WHEREAS, the City of Berlin desires to encourage the health of its residents and sanitation and good order of the City of Berlin through the provisions of the City of Berlin Municipal Code; and

WHEREAS, Chapter 54 of the City of Berlin Municipal Code addresses the Solid Waste and Recycling in the City and creates certain specifications, requirements and procedures for the collection of garbage and other refuse and the scope of such services within the City of Berlin; and

WHEREAS, currently the costs associated with the collection of recycling materials are included as part of the City of Berlin’s general levy; and

WHEREAS, City staff has considered the viability of imposing the costs of collecting recyclable materials via special charge on property owners pursuant to Wis. Stats. §66.0627 rather than paying such costs through the City’s general levy and thus making available more funds for the general levy; and

WHEREAS, City staff have also identified provisions of Chapter 54 that should be updated to bring Chapter 54 in line with provisions and language recommended by the Wisconsin Department of Natural Resources related to solid waste and recycling, including, but not limited to, provisions related to the separation of recyclable materials and recycling responsibilities of nonresidential facilities; 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 impose special charges for the costs associated with the collection or recyclable materials in the City and to amend Chapter 54 to update the provisions as noted herein.

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

SECTION 1. Chapter 54 of the City of Berlin Municipal Code entitled “Solid Waste and Recycling,” Article I entitled “In General,” Section 54-1 entitled “Definitions,” specifically the definition of “Multiple-family dwelling” is hereby repealed and recreated to read as follows:



### **Sec. 54-1. – Definitions.**

Multiple-family dwelling has the meaning specified in Wis. Admin. Code NR §544.03(~~H~~13).

SECTION 2. Chapter 54 of the City of Berlin Municipal Code entitled “Solid Waste and Recycling,” Article I entitled “In General,” Section 54-2 entitled “Penalty,” Subsection 54-2(a) entitled “General Penalties,” Subsection 54-2(a)(1) is hereby repealed and recreated to read as follows:

### **Sec. 54-2. – Penalty.**

- (1) Any person who violates section 54-33 may be required to forfeit \$50.00 for a first violation, \$200.00 for a second violation, and not more ~~then~~ than \$2,000.00 for a third or subsequent violation.

SECTION 3. Chapter 54 of the City of Berlin Municipal Code entitled “Solid Waste and Recycling,” Article I entitled “In General,” Section 54-2 entitled “Penalty,” Subsection 54-3 entitled “Enforcement Authority,” is hereby repealed and recreated to read as follows:

### **Sec. 54-3. – Enforcement Authority.**

- (1) For the purpose of ascertaining compliance with the provisions of this chapter, any authorized officer, employee or representative of the city~~the solid waste and recycling coordinator~~ may, ~~upon presentation of credentials,~~ inspect recyclable materials separated for recycling, post-consumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and nonresidential facilities and properties and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the city who requests access for purposes of inspection, and who presents appropriate credentials.~~If entry is refused, a special inspection warrant under Wis. Stats. § 66.0119, may be obtained.~~ No person may obstruct, hamper or interfere with any such inspection.
- (2) Any person who violates a provision of this ordinance may be issued a citation by the City of Berlin Police Department to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.
- (3) Penalties for violating this ordinance may be assessed as follows

- a. Any person who violates Sec. 54-42 may be required to forfeit \$50 for a first violation, \$200 for a second violation, and not more than \$2000 for a third or subsequent violation.
- b. Any person who violates a provision of this Chapter, except Sec. 54-12, may be required to forfeit not less than \$10 or more than \$1000 for each violation

SECTION 4. Chapter 54 of the City of Berlin Municipal Code entitled "Solid Waste and Recycling," Article II entitled "Storage, Disposal and Collection," Section 54-16 entitled "Recyclable Materials Collection," is hereby repealed and recreated to read as follows:

**Sec. 54-16 – Recyclable Materials Collection.**

Recyclable materials specified under Wis. Stats. § 287.07(3) to (4), shall be collected by the city, or a city contracted collecting and transporting service, once per week for all residential properties which are not multiple-family dwellings, provided that such materials are properly separated, handled, prepared, contained, stored, and located in conformance with this article and rules and regulations established and publicized by the solid waste and recycling coordinator. Curbside recycling is mandatory, and residents will be required to comply when they are served by a recycling route. Such collection of recyclable materials shall be provided ~~at no charge~~ by special charge on the property tax bill pursuant to Wis. Stats. §66.0627(2), such special charge will be collected annually by the city to fund recycling program operations and collection ~~for~~ of one rollout container per residential property unit as provided by the city. Recyclable materials containers shall be placed out for collection separated three feet from post-consumer waste containers on the regular post-consumer waste collection day.

SECTION 5. Chapter 54 of the City of Berlin Municipal Code entitled "Solid Waste and Recycling," Article II entitled "Storage, Disposal and Collection," Section 54-18 entitled "Containers," Subsection 54-18(a) which is untitled, is hereby repealed and recreated to read as follows:

**Sec. 54-18 – Containers.**

The city has provided all existing residential properties which are not multiple-family dwellings with one rollout post-consumer waste collection container per ~~dwelling-residential property~~ unit at no cost, and one rollout recyclable materials collection container per ~~dwelling-residential property~~ unit, at no cost charged to the residential property unit owner as a special charge on the property tax bill to be collected annually by the city to fund recycling program operations and collection. The city will provide all newly developed residential properties which are not multiple-family dwellings



with one rollout post-consumer waste collection container per ~~dwelling residential property~~ unit at no cost, and one rollout recyclable materials collection container per ~~dwelling-residential property~~ unit charged to the residential property unit owner as a special charge on the property tax bill to be collected annually by the city to fund recycling program operations and collection, at no cost. All containers shall remain with the applicable household unit, and any replacement container must be purchased from the city for a charge equal to the city's cost (unless otherwise replaced pursuant to a warranty or other replacement program provided by the city's contracted collecting and transporting service).

SECTION 6. Chapter 54 of the City of Berlin Municipal Code entitled "Solid Waste and Recycling," Article III entitled "Recycling," Section 54-37 entitled "Separation of Recyclable Materials," Subsection 54-15 is hereby created as follows:

**Sec. 54-37 – Separation of Recyclable Materials.**

(15) Office Paper.

SECTION 7. SECTION 6. Chapter 54 of the City of Berlin Municipal Code entitled "Solid Waste and Recycling," Article III entitled "Recycling," Section 54-40 entitled "Responsibilities of Owners or Designated Agents of Nonresidential Facilities and Properties," Subsection 54-40(1) is hereby repealed and recreated as follows:

**Sec. 54-40 – Responsibilities of Owners or Designated Agents of Nonresidential Facilities and Properties.**

(1) Provide adequate, separate containers for the program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.

SECTION 8. Chapter 54 of the City of Berlin Municipal Code entitled "Solid Waste and Recycling," Article III entitled "Recycling," Section 54-42 entitled "Prohibitions on Disposal of Recyclable Materials Separated for Recycling," is hereby repealed and recreated as follows:

**Sec. 54-42 – Prohibitions on Disposal of Recyclable Materials Separated for Recycling.**

No person may dispose of in a solid waste disposal facility or burning in a solid waste treatment facility the materials specified in subsections 54-37(5) through (14), which have been separated for recycling, unless subject to a statutory exception and with the exception that -waste tires may be burned with energy recovery in a solid waste treatment facility.

SECTION 9. 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 10. EFFECTIVE DATE. This Ordinance shall take effect \_\_\_\_\_, 20\_\_\_\_ upon its passage by the COMMON COUNCIL of the CITY OF BERLIN and publication as required by law.

SECTION 11. 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

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** 2026 Standardized Special Assessment Schedule  
**MEETING DATE:** December 2, 2025

**BACKGROUND**

Don Neitzel of Kunkel Engineering Group has prepared the 2026 Standardized Special Assessment Schedule. This schedule is typically approved by the Council prior to the start of the year.

**SUGGESTED MOTION**

Motion to recommend to the Common Council to accept and approve the City Engineer's recommendation on the updated 2026 Standardized Special Assessment Schedule.



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

**TO:** Common Council  
**FROM:** Brittani Majeskie, Deputy Clerk-Treasurer  
**AGENDA ITEM:** Amended City of Berlin Building & Zoning Fee Schedule  
**MEETING DATE:** December 2, 2025

**BACKGROUND**

The City of Berlin Building Inspector made note that the inspection of windows and doors on residential and commercial buildings required different levels of inspections and requested the inspection fees to be listed accordingly.

The City of Berlin Building & Zoning Fee Schedule has been amended to show this change. Fee amounts have not been changed. Window and door inspections are now listed under each building type rather than miscellaneous.

**SUGGESTED MOTION**

Motion to recommend to the Common Council approval of the amended City of Berlin Building & Zoning Fee Schedule as recommended by the City of Berlin Building Inspector.

**City of Berlin  
Building & Zoning  
Fee Schedule**

**Last Updated: November 2025**

<b>A. RESIDENTIAL -1 &amp; 2 Family</b>	<b>Fees</b>
New Construction - Residential (1 & 2-Family)	.18 per sq. ft. or \$750 Minimum
New Construction - Additions	.18 per Sq. ft. or \$100 Minimum
New Construction Electrical work	.04 per sq. ft. or \$65 Minimum
New Construction Plumbing work	.04 per sq. ft. or \$65 Minimum
New construction HVAC work	.04 per sq. ft or \$65 Minimum
Erosion Control	\$75.00
Alterations	\$7 per thousand of valuation or \$100.00 minimum
Fences	\$80.00
Above Ground Pool	\$90.00
In-Ground Pool	\$120.00
Accessory Structure <=200 sq. ft.	\$75.00
Accessory Structure & Garage >200 sq. ft.	\$0.11 per sq. ft. or \$125.00 minimum
Decks	\$0.11 per sq. ft. or \$100.00 minimum, \$30 zoning review, \$25 plan review
Reroofing & Residing	\$6 per thousand of valuation or \$65.00 minimum
Permission to Start (Early Start)	\$100
State Seal for new homes	\$40.00 (Subject to change by state)
Zoning Review for new home and additions	\$60.00 new; \$30.00 additions/garages
Plan Review	1-Story \$60.00 2-Story \$85.00
	Lean-to addition, Decks, Garages \$25.00
Bond (Bond returned after occupancy permit issued)	Valuation of the project is over \$15,000 then \$1,000.00
Electrical Fees for Alterations	Services Upgrades \$85, All others \$7 per thousand \$65 min.
Plumbing Fees for Alterations	\$7 per thousand of valuation or \$65.00 minimum
Hot Water heater replacement	\$50.00
Lateral repair, replacement, or relocation	\$60.00
HVAC Fees	equipment replacement \$65, and New System \$80.00
Windows & Doors (no structural work)	\$65.00
Minimum Fee (Building, Plumbing, HVAC, & Electrical)	\$65.00
Solar (PV) System (ground or roof mounts)	\$7 per thousand or \$85 Minimum

<b>B. COMMERCIAL</b>	
New Structure ** Addition	
a. Multi-Family (3 family or more), Motels, CBRF	\$.20 per sq. ft.
b. Mercantile, Restaurants, Taverns, Assembly Halls, Offices	\$.16 per sq. ft.
c. Schools, Institutional, Hospitals	\$.20 per sq. ft.
d. Manufacturing and Industrial. (Office area to follow fees in b.)	\$.14 per sq. ft.
e. Vehicle Repair and Vehicle Storage	\$.20 per sq. ft.
f. Warehouse, Mini Warehouse, Building Shells* for Multi-Tenant	\$.14 per sq. ft.
h. Special Occupancies (Outdoor Pools, Towers, Tents, etc.)	\$.11 per sq. ft.
i. The above referenced permits (a-h)	\$ 75.00 minimum
Erosion Control	New Structure \$150.00 Additions \$100.00
Alterations (Reroof, Reside, Replace Windows & Doors, etc.)	\$7.00 per thousand of valuation or \$75.00 minimum
Early Start Permit (Footings and Foundations per SPS 361.32)	\$100.00
Electrical Fees for Commercial Buildings and Additions	\$50.00 plus \$.04 per sq. ft. \$75 Minimum
Electrical Fees for Commercial Alterations	\$7.00 per thousand of valuation or \$75.00 minimum. Service upgrades \$100.



Plumbing Fees for Commercial Buildings and Additions	\$50.00 plus \$.04 per sq. ft. \$75 Minimum
Plumbing Fees for Commercial Alterations	\$7.00 per thousand of valuation or \$75.00 minimum
Lateral repair, replacement, or relocation	\$50.00 per lateral
HVAC Fees for Commercial Buildings and Additions	\$50.00 plus \$.04 per sq. ft. \$75 Minimum
HVAC Fees for Commercial Alterations	\$7.00 per thousand of valuation or \$75.00 minimum
Commercial Plan Review -new projects ,<25,000 cubic ft (otherwise registered or state review)	\$100
Zoning Review for New Commerical Buildings and Additions	\$100 new; \$75.00 additions/garages
Bond (Bond returned after occupancy permit issued)	Valuation of new construction project is over \$15,000 then \$1,500
Other	\$75.00 minimum
Temporary Structure (180 day limit)	\$100.00 (Greenhouses, Wedding tents)

<b>C. Miscellaneous</b>	
ADA temporary ramp	\$50.00
Storage Tank Removal Fee	\$75.00
Razing Fee	Single Family \$100.00, Garages \$75.00, Commercial/ Industrial \$150
Moving Structure	Buildings other than Garage \$500.00, Accessory Structure under 750 Sq. ft. \$100.00
Fire Protection or Sprinkler work	\$1.00 per head ; \$75.00 Minimum
Signs	\$50.00 plus .50 per sq. ft.
Fireplace and wood burner.	\$65.00
Permit Extension Fee (can be done one time)	\$65.00
Satellite Earth Station	\$10.00

<b>D. Manufactured Dwelling or Home</b>	
Basic on slab (Includes service, lateral hookup, Slab insp) + (decks, attached garage, basement) + Zoning; (seal required) + Erosion Control (if basement)	\$350.00

<b>E. Occupancy Permits</b>	
1 & 2 Family new homes or additions to living areas	\$0 if final inspection is done prior to occupancy, or \$100 if final inspection is not completed before occupancy.
Multi-Family	\$50.00 plus \$10 per unit
Commercial/ Industrial	\$100.00

<b>F. Driveway Permits</b>	
Driveway (concrete or blacktop)	Interior of Lot \$10, Terrace portion only \$40
Commercial Parking Lot	\$150.00

<b>G. Zoning Fees</b>	
Board of Appeals Variance	\$500.00
Board of Appeals Conditional Use Permit	\$200.00
Plan Commission Rezoning	\$200.00
Plan Commission Zoning Site Plan Review	\$75
Plan Commission Zoning Code Amendment (Map & Text)	\$200.00
Plan Commission Comprehensive Plan Amendment (Map & Text)	\$200.00

\*Permits are good for One Year. \*Double Fees are due if work is started before the permit is issued.

**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:** December 2, 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.

To create this program, the City has drafted a template Development Agreement that could be utilized/approved by the City to grant TID incentives to single family/duplex developers within TID 17. The attached document is the City Attorney's draft, following staff comments. The agreement formalizes the Residential New Home Incentive Program spelled out below and discussed by Council.

**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 may be awarded to 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 would offer 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.

**Additional Considerations:** The City Attorney suggested requiring a financial guarantee/letter of credit to be posted by the developer as a part of the development agreement. This is a very common requirement for development agreements and would provide a layer of protection to the City, as it would provide a level of funding for completion of the project or fulfillment of agreement requirements should the project not go as anticipated. Staff requested that this requirement be removed from the development

agreement, as such a requirement for a potential incentive of \$10,000 per unit (maximum of \$20,000 in the case of a duplex), may be seen as prohibitive or over burdensome, deterring some potential projects from moving forward.

It is a policy decision for the Council to weigh the financial security of the City and the workability of the incentive program to determine whether a financial guarantee/letter of credit should be a requirement of the development agreement.

#### **MOTION**

Motion to recommend to Common Council approval of the template Development Agreement for single family and duplex, single lot projects, to be utilized for the Tax Increment District #17 vacant lot development incentive program.

DEVELOPMENT AGREEMENT – TID 17 INCENTIVE PROGRAM  
(Tax Incremental District No. 17)

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ between the **City of Berlin, Wisconsin**, a Wisconsin municipal corporation (the "City"), and \_\_\_\_\_ (the "Developer").

WHEREAS, the City has established Tax Incremental District No. 17 (the "District"), which includes the Property, and has adopted a project plan for the District (as may be amended, the "Project Plan") to finance certain project costs and development incentives within the District as permitted under Wis. Stats. Section 66.1105; and

WHEREAS, the Developer owns all of the land located within the District described on Exhibit A hereto (the "Property"); and

WHEREAS, the Developer will develop construction plans, site plans and other construction documents (collectively, the "Plans") for the construction of a single family or duplex residential project at the Property (the "Project"); and

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

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

**1. DEVELOPER OBLIGATIONS.**

(a) Recordation of Development Agreement. The Developer shall record this Agreement executed by both the Developer and the City, to be recorded with the Register of Deeds for Green Lake County, Wisconsin.

(b) Construction of the Project. The Developer shall, subject to receipt of all necessary governmental approvals, construct and pay all costs of the Project on the Property. The Project to be constructed upon the Property and its uses shall be in conformity with the City approved Plans and in compliance with all applicable municipal ordinances of the City. The Project must be completed to the satisfaction of the City Administrator and ready for occupancy within 24 months of the issuance of a building permit. Neither the establishment of the District nor this Agreement shall obligate the City to grant variances, exceptions, or conditional use permits. All improvements to the Property shall be private improvements completed at the sole cost and expense of the Developer. The City shall not be responsible for any improvements of the Property. Developer shall comply with Section 3(b) of this Agreement.

(c) Additional Improvements. The Developer hereby agrees that if, at any time after plan approval and during construction, the City Engineer determines that modifications to the plans including improvements such as drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, are necessary in order to comply with current laws or are necessary for

implementation of the original intent of the improvement plans, the City is authorized to order Developer, at Developer's expense, to implement the same. If Developer fails to construct the additional improvement within a reasonable time under the circumstances, the City may cause such work to be carried out and shall charge against the financial guarantee held by the City pursuant to this Agreement. If Developer fails to construct the additional improvement within a reasonable time under the circumstances, the City may cause such work to be carried out and shall charge the Developer. No incentive payment will be made prior to all costs being paid by the Developer.

## **2. CITY OBLIGATIONS.**

### **(a) Payment of Certain Tax Increment Revenues Toward Cost of the Project.**

Incentive Amount. The City may make incentive payments of up to 50% of the tax increment generated by the Project for three consecutive years following the completion of the Project, but not more than 5 years from the completion of the Project. The Project shall be considered complete when the final occupancy permit is issued for the Project. The maximum incentive available for the Project is \$10,000 per housing unit. For example, a duplex shall constitute two housing units and shall be eligible to receive \$20,000 total. The incentive 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 Project. The tax increment is calculated by calculating the difference between taxes collected/paid for the Property prior to the Project and taxes collected/paid following the completion of the Project.

Maximum amount of the incentive payment is \$10,000 per housing unit or 50% of the increment generated for three years following the completion of the Project, 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.

Source of Payment. The Incentive Amount shall be payable solely from Available Tax Increment (the difference between taxes collected/paid for/by the property prior to the build (issuance of occupancy permit) and taxes collected/paid following the build), which have been received and retained by the City in accordance with the provisions of Section 66.1105 of the Wisconsin Statutes, and appropriated by the Common Council to payment of the Incentive Amount. The Incentive Amount shall be payable in installments on or before March 31<sup>st</sup> of each year, following issuance of an occupancy permit, for up to three consecutive years, but not more than 5 years following the issuance of a building permit, and not after the close of the TID or end of the Incentive Program, based on Available Tax Increments generated in the immediately prior tax year on the subject project parcel. The City makes no representation or covenant, express or implied, that Available Tax Increments will be generated or that such increment will be sufficient to pay the maximum incentive, or will be available for disbursement, in whole or in part. All

Tax Increment received by the City which are not appropriated to pay the Incentive Amount may be used by the City for any legally permitted purpose, in its sole discretion.

Payment Subject to Annual Appropriation. As stated above, the application of Available Tax Increments to payment of the Incentive Amount each year is subject to future annual appropriation by the Common Council. The City makes no representation or covenant, express or implied, that any non-zero Available Tax Increments will be generated and/or appropriated in any given year, nor does the City make any representation or covenant as to any aggregate amount of Available Tax Increments to be paid to the Developer. Any Tax Increment which is not appropriated and allocated toward the Available Tax Increments may be used by the City for any legally permitted purpose, in its sole discretion.

### **3. TERM.**

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

(b) Termination of Agreement. If the Developer is not issued a building permit within 12 months of the signing of This Agreement, this Agreement shall terminate and be of no further force or effect.

### **4. MISCELLANEOUS PROVISIONS.**

(a) Assignment. This Agreement shall not be assignable by the Developer without the prior written consent of the City.

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

(c) Conflicts of Interest. No member of the governing body or other officer of the City shall have any financial interest, direct or indirect, in this Agreement, the Property, or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

(d) Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement.

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

(f) The Developer shall:

- i. Easements: Provide any easements including vision easements on the Property deemed necessary by the City Engineer.
- ii. Manner of Performance: Cause all construction called for by this Agreement to be carried out and performed in a good and workerlike manner.
- iii. Underground Utilities: Install all electrical, telephone, cable and gas utilities underground. Coordination of installation and all costs shall be the responsibility of the Developer.
- iv. Permits: Provide and submit to the City requesting the same, valid copies of any and all governmental agency permits.
- v. Removal of Topsoil: The Developer agrees that no topsoil shall be removed from the Property without approval from the City Engineer.
- vi. Noise: Make every effort to minimize noise, dust and similar disturbances, recognizing that the Property are located near existing residences. Construction of improvements shall not begin before 7:00 a.m. during weekdays and Saturdays, and 9:00 a.m. on Sundays. Construction of improvements shall not continue beyond 7:00 p.m. during weekdays and Saturdays, and 5:00 p.m. on Sundays.

(g) Payment of Costs, Inspection, & Administrative Fees. The Developer shall pay and reimburse the City promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the City in connection with this development or relative to the construction, and installation of the development improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. City employee costs shall be based on regular City pay rates (or Engineering and administrative overtime, if applicable) plus 40% on the hourly rate for overhead and fringe benefits for any time actually spent on the project. Any costs for outside consultants shall be charged at the rate the consultant charges the City. Any such charge not paid by Developer within thirty (30) days of being invoiced may be assessed against the development land as a special charge pursuant to §66.0627, Wis. Stats. Any such charges or assessments may be imposed on the Property or any portion thereof then owned by the Developer, or then owned by any successor or assign of the Developer including Lot owners.

(h) General Indemnity. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Developer 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 City, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties. The Developer shall also name as additional insureds on its general liability insurance the City, its officers, agents, employees and any independent contractors hired by the City to perform services as to this development and give the City evidence of the same upon request by the City.

(i) Insurance. The Developer, its contractors, suppliers and any other individual working on the Property in the performance of this Agreement shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the City.

(j) Exculpation of City Corporate Authorities. The parties mutually agree that the Mayor, and/or the City Clerk, entered into and are signatory to this Agreement solely in their official capacity and not individually, and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise exist, being expressly released and/or waived.

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

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

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

(n) Parties Bound. The Developer or its assignees shall be bound by the terms of this Agreement.

(o) Amendments. The City and the Developer, by mutual consent, may amend this Agreement at any meeting of the Common Council.



(p) Severability. If any of the terms or conditions contained herein shall be declared to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions and conditions of this Agreement, or the application of such to persons or circumstances other than those to which it is declared invalid or unenforceable, shall not be affected thereby and shall remain in full force and effect and shall be valid and enforceable to the full extent permitted by law.

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

THE CITY:

DEVELOPER:

CITY OF BERLIN

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

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

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

EXHIBIT A

TO  
DEVELOPMENT AGREEMENT

Description of Property

Lot \_ of Certified Survey Map No. \_\_\_\_\_, recorded in the office of the Register of Deeds for Green Lake County, Wisconsin, on \_\_\_\_\_.....etc, City of Berlin, Green Lake County, Wisconsin.

Property Address:

Tax Key Number:

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** 2026 Shared-Ride Taxi Grant Application  
**MEETING DATE:** December 2, 2025

**BACKGROUND**

Annually the City applies for funding through the Wisconsin Department of Transportation for transit services. The City's shared ride taxi program is partially funded by the WisDOT Public Transit Assistance Program. The City will be applying for operating assistance, which will cover a large portion of the contracted services. The City will also be applying for capital assistance to cover 80% of the cost of replacing a shared-ride taxi fleet vehicle (handicap accessible van).

This item will be discussed at the special meeting immediately following the Committee of the Whole meeting. The draft application documents are in that meeting agenda packet.

**SUGGESTED MOTION**

Motion to recommend to the Common Council to authorize staff to apply for the 2026 WisDOT Public Transit Assistance Program (PTAP) and DOT Capital Public Transit Assistance Program and authorize needed signatures.