

COMMON COUNCIL MEETING AGENDA
TUESDAY, DECEMBER 9, 2025 AT 7PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE
CITY MEETINGS CAN BE WATCHED LIVE OR RECORDED
ON THE CITY OF BERLIN YOUTUBE PAGE @CITYOFBERLIN5623

1. Call to order/Roll Call
2. Seat Virtual Attendees (if necessary)
3. General Public Comments. Registration card required (located at podium in Council Chambers). Comments will be limited to **3 minutes** per registrant.

CONSENT AGENDA: The Consent Agenda contains items which staff considers to be routine and have already been discussed and recommended by a committee, board or commission at a previous meeting. Staff recommends that Council act on all of these items on a single roll call vote. If any member of Council wishes to have any item removed from the Consent Agenda and discussed, the Council member may request that item be removed from the Consent Agenda prior to the adoption.

4. Waive the reading of ordinances and resolutions.
5. Accept and place on file reports from the City Clerk, Treasurer, and Building Inspector.
6. Approve payment of bills.
7. Approve minutes from the 10.17.2025, 11.04.2025 and 11.11.2025 Special Common Council Meetings and 11.11.2025 Common Council Meeting and closed session minutes from the 10.17.2025 Common Council Meeting.
8. Ordinance # 09-25 An Ordinance Rezoning a Parcel of Land from M-2 Manufacturing District to R-2 Residential District City of Berlin RECOMMENDATION: Approve Ordinance # 09-25 to rezone Johnson Street Parcel #206-00833-0100 LEFFERT'S ADDN LOTS 1, 2, 22, & 23 BLK 143, City of Berlin, Green Lake County from M-2 to R-2 as recommended by the Plan Commission.
9. Appointment of Election Inspectors (Poll Workers) RECOMMENDATION: Appoint Election Inspectors for the January 1, 2026 to December 31, 2027 Election term as recommended by the Committee of the Whole.
10. 2025 Budget Amendments. RECOMMENDATION: Approve the 2025 Budget Amendments as presented and recommended by the Committee of the Whole.
11. Service Provider Agreement between the County of Green Lake and Berlin Emergency Medical Service. RECOMMENDATION: Authorize City Administrator to sign the agreement, funding authorized for entire budget request of \$2,120,000 by County for EMS services as recommended by the Committee of the Whole.
12. 2026 Berlin Senior Center Agreement with Green Lake County for the Berlin Senior Center Meal Site. RECOMMENDATION: Authorize City Administrator to sign agreement, setting the meal reimbursement rate at \$7 per meal, five days a week, excluding holidays as recommended by the

Committee of the Whole.

13. 2026 Transportation Services Agreement with Green Lake County. RECOMMENDATION: Authorize City Administrator to sign agreement, setting the contract amount of \$29,807 as recommended by the Committee of the Whole.
14. 2026 Standardized Special Assessment Schedule. RECOMMENDATION: Accept the City Engineer's recommendation to update the 2026 Standardized Special Assessment Schedule as presented as recommended by the Committee of the Whole.
15. Amend the City of Berlin Building & Zoning Fee Schedule. RECOMMENDATION: Approve the amended City of Berlin Building & Zoning Fee Schedule as recommended by the Building Inspector and Committee of the Whole.
16. Tax Increment District #17 vacant lot development incentive program. RECOMMENDATION: Approve the Template Development Agreement for single family and duplex development on a single lot as recommended by the Committee of the Whole.

END OF CONSENT AGENDA

17. Approve City Municipal Court Attorney agreement with Dretske Law Office. RECOMMENDATION: Approve the service agreement with Dretske Law Office for Municipal Court Attorney services.
18. Approve agreement with KerberRose for 2025-2029 audit services. RECOMMENDATION: Approve the 2025-2029 Audit Services agreement with KerberRose.
19. Old Business (To be used to request items of old business be put on a future agenda for further discussion or action; or used to make a motion for reconsideration of an item from the current meeting or immediately previous meeting; or to make a motion to take items off the table which were laid on the table only during the current meeting.)
20. New Business (To be used to request items of new business be put on a future agenda)
21. Adjourn.

Note: In adherence to the City of Berlin Public Meeting Participation Policy, public participation will be allowed under each agenda item at the discretion of the presiding officer, with the exception of the Consent Agenda. Attendees must register their intention to participate on either a general comments section or a specific agenda item prior to the meeting by filling out a Registration Card, which can be obtained from the Internet, City Clerk's office or in the City Hall Council Chambers at the podium. Registration Cards should be turned in prior to the meeting to either the presiding officer or City Clerk.

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

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

PAYROLL FOR NOVEMBER - 2025
NET PAYROLL

PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY	Ambulance
11/7/2025	23	General City	55,561.21		
11/7/2025	23	Utility		11,601.71	
11/7/2025	23	Ambulance			37949.40
11/21/2025	24	General City	64,274.93		
11/21/2025	24	Utility		12,204.67	
11/21/2025	24	Ambulance			44238.42
		TOTAL MONTHLY PAYROLL	\$119,836.14	\$23,806.38	82187.82
		Total November	\$225,830.34		

City of Berlin WI Accounts Payable Status Report from 11/01/2025 to 11/26/2025

Lookup & Org Name	Invoice Number	Invoice Date	A/P Description	Original A/P Owed	Paid Amt To Date	Balance Due	Run Date	Check Number
[ABC, INC] ABC, INC	110625	11/06/2025	Tourism Fall Room Tax Grant	3,000.00	3,000.00	0.00	11/06/2025	
[ALCIVA] Alcvia	5052	11/14/2025	Fieldmaster	1,036.73	1,036.73	0.00	11/21/2025	
[ALLNT] Alliant Energy/WPL	112025	11/04/2025	Nathan Strong Restroom	31.09	31.09	0.00	11/21/2025	
[BAD] Badger Laboratories, Inc.	25-020383	11/13/2025	NITROGEN/AMMONIA/BODS/PHOSPH ORUS/SS	1,942.20	1,942.20	0.00	11/14/2025	
[BAD] Badger Laboratories, Inc.	25-022573	11/06/2025	TOTAL COLIFORM BACTERIA	108.00	108.00	0.00	11/07/2025	
[BADGER STATE] BADGER STATE WASTE LLC	5044	11/10/2025	BIOSOLIDS HAULING	32,480.00	32,480.00	0.00	11/14/2025	
[Banyon] Banyon Data Systems	110325	11/03/2025	Annual Support	865.00	865.00	0.00	11/21/2025	
[BELLA BY DESIGN] BELLA BY DESIGN	3680	11/04/2025	Sue Kiener name tag for Senior Center	10.00	10.00	0.00	11/06/2025	
[BELLA BY DESIGN] BELLA BY DESIGN	3687	11/07/2025	Hours Sign	20.00	20.00	0.00	11/21/2025	
[BJN] BERLIN JOURNAL	110625	11/06/2025	Shop Small page	1,000.00	1,000.00	0.00	11/06/2025	
[BJN] BERLIN JOURNAL	196697	11/04/2025	UTILITY CLERK AD	283.50	283.50	0.00	11/14/2025	
[BJN] BERLIN JOURNAL	196954	11/11/2025	UTILITY CLERK AD	283.50	283.50	0.00	11/14/2025	
[BH20] Berlin Water & Sewer Department	110325	11/03/2025	Water Utility 169 Ripon road	51.87	51.87	0.00	11/14/2025	
[BH20] Berlin Water & Sewer Department	110325	11/03/2025	October Water & Sewer	484.04	484.04	0.00	11/21/2025	
[BigNell's] BigNell's Powersports, INC.	35748	11/03/2025	Grasshopper	106.29	106.29	0.00	11/21/2025	
[BTM] Boundtree Medical, LLC	85979650	11/03/2025	Suction Battery	162.99	162.99	0.00	11/14/2025	
[Brad Willis] Brad Willis	112025	11/20/2025	D&D Program on November 21	50.00	50.00	0.00	11/21/2025	
[BREWER] Brewer Heating & Cooling	166561	11/10/2025	Service Call	208.65	208.65	0.00	11/21/2025	
[Cathleen Rehberg] Cathleen Rehberg	111425	11/14/2025	Pt has Medicaid	125.00	125.00	0.00	11/14/2025	
[CENTLINK] Centurylink	760315028	11/01/2025	November Bill, pay ahead	100.00	100.00	0.00	11/21/2025	
[CHCOMM - POOL] Charter Communication	17171880111072	11/07/2025	Pool 11/13-12/12/2025	169.98	169.98	0.00	11/21/2025	
[CIN] CINTAS	424982115	11/13/2025	MAP PARTS/MATS	165.19	165.19	0.00	11/14/2025	
[City of Appleton] City Of Appleton	18560	11/03/2025	November 2025 Weights & Measures	575.00	575.00	0.00	11/21/2025	
[Command Central] Command Central	35855	11/01/2025	HMA-ImageCast-ICE 1/1/2026-12/31/2026	425.00	425.00	0.00	11/21/2025	
[COMOFF] Complete Office of Wisconsin	18636	11/06/2025	Toner	81.10	81.10	0.00	11/21/2025	
[CVK] Cvikota MBS	019-11012025-	11/05/2025	Berlin collections	4,147.34	4,147.34	0.00	11/14/2025	
[0909] DEWURST, DOUGLAS R	110325	11/03/2025	Reimburse from Fire Prevention	123.50	123.50	0.00	11/03/2025	
[Parker] Don E Parker Excavating	112125	11/21/2025	Final payment for Oak Street Extension	98,955.37	98,955.37	0.00	11/21/2025	
[DTN] DTN, LLC	210-00240549	11/01/2025	Radio Service	124.95	124.95	0.00	11/21/2025	
[FERGUSON] FERGUSON WATERWORKS	0464299	11/07/2025	LF BRZ 3/4 STR1 MTR COUP	1,602.90	1,602.90	0.00	11/14/2025	
[FWC] Fish Window Cleaning	112025	11/20/2025	Equipment	221.00	221.00	0.00	11/21/2025	

City of Berlin WI Accounts Payable Status Report from 11/01/2025 to 11/26/2025

Lookup & Org Name	Invoice Number	Invoice Date	A/P Description	Original A/P Owed	Paid Amt To Date	Balance Due Run Date	Check Number
[Friends of the Park] Friends of the Park	112025	11/12/2025	Plants	406.05	406.05	0.00	11/21/2025
[GFCOM] Gordon Flesch	15375458	11/01/2025	Clerks Office Images over base amount	323.08	323.08	0.00	11/06/2025
[GFCOM] Gordon Flesch	5375453	11/11/2025	Images over Base Amount	81.63	81.63	0.00	11/21/2025
[Green Lake County DA Office] Green Lake County DA Office	17349	11/04/2025	Election D & E Notices for Paper Election Shipping and Handling Charges	136.19	136.19	0.00	11/21/2025
[HACPA] HAWKINS ASH CPAS	3244198	11/17/2025	Service through 11/14/25 Prepare amended WDR Municipal financial Report.	928.00	928.00	0.00	11/21/2025
[HACPA] HAWKINS ASH CPAS	3244199	11/17/2025	Service through 11/14/2025 Prep, review, and processing of the Auditor's Report & financial Statements	2,870.00	2,870.00	0.00	11/21/2025
[1220] Johnson, Kenneth Lloyd	112025	11/20/2025	Detective Academy Training	67.00	67.00	0.00	11/21/2025
[JLE] JON LUNDT ELECTRIC	14512	11/02/2025	EAST STORAGE BUILDING LIGHTING	652.08	652.08	0.00	11/14/2025
[JORHYD] JORDAN HYDRAULICS, L.L.C.	1499	11/07/2025	Cylinder Rebuild	634.00	634.00	0.00	11/21/2025
[02-00013166-06-1] KITZ & PFEIL	44949/4	11/03/2025	Filter	13.98	13.98	0.00	11/06/2025
[LUNCOLN CONTR SUPPLY INC] LUNCOLN CONTR SUPPLY INC	174010	11/05/2025	6" X 50' BLACK LAYFLAT DISCHARGE HOSE	851.97	851.97	0.00	11/14/2025
[1264] Majeskie, Britani K	110325	11/03/2025	Mileage - Ascent Training for Tax Receipting	30.80	30.80	0.00	11/03/2025
[1264] Majeskie, Britani K	112025	11/20/2025	Mileage for election	12.25	12.25	0.00	11/21/2025
[MODRENT] MODERN RENTALS, INC	337330	11/04/2025	2 Turns	117.88	117.88	0.00	11/21/2025
[MODRENT] MODERN RENTALS, INC	337547	11/12/2025	Mower Parts	101.88	101.88	0.00	11/21/2025
[MODRENT] MODERN RENTALS, INC	337593	11/13/2025	Lube	60.00	60.00	0.00	11/21/2025
[MODRENT] MODERN RENTALS, INC	W17091	11/13/2025	Miscellaneous Items	112.97	112.97	0.00	11/21/2025
[MODMAHA] MUTUAL OF OMAHA	001974213690	11/26/2025	November 2025 Life & Accident	408.22	408.22	0.00	11/26/2025
[01-00002113-02-8] OBRIST, USA	2025-10	11/04/2025	Cleaning Services	678.75	678.75	0.00	11/21/2025
[Pamela Lind] Pamela Lind	111425	11/14/2025	Pt paid twice	290.00	290.00	0.00	11/14/2025
[PLANTZ] Plantz, Dennis	112625	11/26/2025	November 2025 Health Reimbursement	271.68	271.68	0.00	11/26/2025
[01-00000811-00-1] PODOLL, GARY	112625	11/26/2025	Retiree Health Insurance - COBRA for S. Podoll	750.99	750.99	0.00	11/26/2025
[RENNERTS] RENNERTS FIRE EQUIP SERVICE	5181	11/06/2025	November 2025 Map Light for 90	402.99	402.99	0.00	11/14/2025
[SFGI] SECURIAN FINANCIAL GROUP	112625	11/26/2025	December Invoice	1,220.27	1,220.27	0.00	11/26/2025
[Shawn Day] Shawn Day	111425	11/14/2025	Insurance made corrected payment	150.00	150.00	0.00	11/14/2025

City of Berlin WI Accounts Payable Status Report from 11/01/2025 to 11/26/2025

Lookup & Org Name	Invoice Number	Invoice Date	A/P Description	Original A/P Owed	Paid Amt To Date	Balance Due Run Date	Check Number
[SFLM] SONDALLE FORD LINCOLN MERCURY	80590	11/03/2025	2025 Dodge Durango Repair Tire	158.89	158.89	0.00	11/21/2025
[0357] STRAHAN, SCOTT W	11/03/2025	11/03/2025	Per Diem Meals Mental Health Symposium	27.00	27.00	0.00	11/03/2025
[HORTON] THE HORTON GROUP, INC.	3393345	11/12/2025	Renewal of Surety Bond Effective 1/1/2026	514.00	514.00	0.00	11/26/2025
[Unique] Unique Management Services, Inc.	6146188	11/01/2025	Placements	93.20	93.20	0.00	11/21/2025
[USPSU010] US POSTAL OFFICE- POST MASTER	NOV MAILING	11/05/2025	NOVEMBER BILLING	1,042.48	1,042.48	0.00	11/05/2025
[USA BB] USA BLUEBOOK	INVD0884538	11/13/2025	HACH PHOSVER 3 PHOSPHATE REAGENT	152.67	152.67	0.00	11/14/2025
[WM] WASTE MANAGEMENT	0034423-0414-7	11/03/2025	October 2025 Service	32,902.20	32,902.20	0.00	11/21/2025
[WI Department of Transportation] WI Department of Transportation	395-0000417387	11/03/2025	Connecting Hwy Broadway St & Ripon	3,154.52	3,154.52	0.00	11/21/2025
[WI Department of Transportation] WI Department of Transportation	395-0000417400	11/03/2025	Connectin Hwy	18,901.56	18,901.56	0.00	11/21/2025
[WI PHY INS] WI Physician Insurance	2025-23	11/07/2025	Pay period ending 11/01/2025,EmpHealth	20,092.85	20,092.85	0.00	11/07/2025
[WI PHY INS] WI Physician Insurance	2025-23	11/07/2025	Pay period ending 11/01/2025,EmpHealth	13,003.52	13,003.52	0.00	11/07/2025
[WI PHY INS] WI Physician Insurance	2025-23	11/07/2025	Pay period ending 11/01/2025,EmpHealth	7,137.80	7,137.80	0.00	11/06/2025
[WI SCTF] WI SCTF	110725	11/07/2025	Garnishment - Child Support Dylan Saylor - Payroll Date 11/07/2025	111.23	111.23	0.00	11/06/2025
[WI SCTF] WI SCTF	112125	11/21/2025	Garnishment - Child Support Dylan Saylor - Payroll Date 11/21/2025	111.23	111.23	0.00	11/21/2025
[WIS Funeral Home] Wiecki-Skipchak Funeral Home	112025	11/20/2025	Refund for Sharon Schuster	825.00	825.00	0.00	11/21/2025
[WIBIO] Wisconsin Biomedical Services, Inc.	48349	11/10/2025	Semi annual maintenance	1,200.00	1,200.00	0.00	11/14/2025
[WRWA] WISCONSIN RURAL WATER ASSOCIATION	NOV 13 TRAINING	11/04/2025	WRWA VIRTUAL WINTER OPERATIONS TRAINING	55.00	55.00	0.00	11/05/2025
[Zarnoth Brush Works, Inc.] Zarnoth Brush Works, Inc.	0204175	11/04/2025	NOV 13- BRIAN MALNORY Elgin poly cablewrap broom refill	590.00	590.00	0.00	11/21/2025
[ZP-RENTAL] ZIEFLOW PROPERTIES, LLC	101525 (1)	11/14/2025	November 2025 Rent for Berlin EMS House	900.00	900.00	0.00	11/14/2025

City of Berlin WI
Accounts Payable Status Report from 11/01/2025 to 11/26/2025

Lookup & Org Name	Invoice Number	Invoice Date	A/P Description	Original A/P Owed	Paid Amt To Date	Balance Due Run Date	Check Number
[ZMG] ZOLL MEDICAL CORP	25271	11/05/2025	ECG Cabies - Backordered 12 Lead Cable	155.00	155.00	0.00	11/14/2025
Report Totals:				261,641.00		40,234.17	

SPECIAL COMMON COUNCIL MEETING MINUTES
FRIDAY, OCTOBER 17, 2025 AT 5PM

1. Call to order/Roll Call –*Mayor Burgess called the meeting to order. Roll Call at 5:00pm. Alderpersons Boeck, Hill, Przybyl & Sorenson were in attendance. Nigbor and Stobbe were excused. Also present City Administrator Balcom and Deputy Clerk-Treasurer 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. - *None*
4. Review of hiring process for Senior Center and Recreation Facilities Director position. RECOMMENDATION: Confirm City Administrator’s recommendation, which arises following her receipt of input from the Committee on Aging representative, to hire a Senior Center and Recreation Facilities Director. *Administrator Balcom talked about the outdated hiring process for positions. Discussion was held on how and who should be involved in interviews moving forward. Balcom recommended a representative from another department or committee, HR, staff representative and the Administrator. There are so many titles and positions that are obsolete, this will be a project for one of the deputy clerks to clean up.*
5. Motion to go into closed session pursuant to Wis. Stats. 19.85 (1) (c) *Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. (Consider employment of the Senior Center and Recreation Facilities Director). Przybyl made a motion to go into closed session at 5:25pm with a second by Boeck. Voice vote carried. Boeck made a motion to seat Debra Thiel, Deputy Clerk Treasurer, seconded by Hill. Voice vote carried.*
6. Reconvene into open session and take appropriate action as a result of closed session discussion. *Przybyl made a motion to go into open session at 5:40pm with a second by Hill. Voice vote carried. Przybyl made a motion to accept the recommendation from Administrator Balcom for the Senior Center and Recreation Facilities Director position with a second by Hill. Voice vote carried.*
7. Old Business (To be used to request items of old business be put on a future agenda for further discussion or action; or used to make a motion for reconsideration of an item from the current meeting or immediately previous meeting; or to make a motion to take items off the table which were laid on the table only during the current meeting.) - *None*
8. New Business (To be used to request items of new business be put on a future agenda) - *None*
9. Adjourn. – *Przybyl made a motion to adjourn at 5:41pm with a second by Boeck. Voice vote carried.*

Respectfully submitted by Debra Thiel, Deputy Clerk Treasurer

SPECIAL COMMON COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 4, 2025
IMMEDIATELY FOLLOWING THE COMMITTEE OF THE WHOLE MEETING AT 7PM

1. Call to order/Roll Call – *Mayor Burgess called the meeting to order. Roll Call at 7:30pm. Alderpersons Nigbor, Stobbe, Boeck, Hill, Przybyl and Sorenson were in attendance.*
2. Seat Virtual Attendees (if necessary) *None*
3. General Public Comments. Registration card required (located at podium in Council Chambers). Comments will be limited to **3 minutes** per registrant. *None*
4. Resolution 25-12 A Resolution authorizing the borrowing of \$293,536.00 for the purpose of 2026 General Operations. RECOMMENDATION: Approve Resolution 25-12 authorizing the borrowing of \$293,536.00 for the purpose of 2026 General Operations, which will be a General Obligation of the City of Berlin. *Balcom presented on the loan secured by Farmers & Merchants at 2.75% for one year and one day. If paid off early there will be no penalty for pre-payment. The council thanked both Farmers & Merchants and Fortifi bank for being willing to work with the City on this short-term loan. Przybyl made a motion to approve Resolution 25-12, with a second by Sorenson. Roll call was taken with 6 ayes to pass this resolution.*
5. Old Business (To be used to request items of old business be put on a future agenda for further discussion or action; or used to make a motion for reconsideration of an item from the current meeting or immediately previous meeting; or to make a motion to take items off the table which were laid on the table only during the current meeting.) *None*
6. New Business (To be used to request items of new business be put on a future agenda) *None*
7. Adjourn. *Hill made a motion to adjourn the meeting at 7:33pm with a second by Nigbor. Voice vote carried.*

SPECIAL COMMON COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 11, 2025 AT 6:30PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

1. Roll Call - *Mayor Burgess called the meeting to order at 6:30 p.m. Roll Call: Alderpersons Boeck, Hill, Nigbor, Przybyl, Sorenson, and Stobbe were present. Also present were City Administrator, Jessi Balcom and Deputy Clerk-Treasurer, Brittani Majeskie.*
2. Virtual Attendees Seated (if necessary) – None.
3. City of Berlin 2026 Budget Presentation – City Administrator Balcom presented the 2026 Budget Presentation. *City Administrator Balcom stated the packet includes the budget of each department. Balcom stated the 2026 proposed budget is balanced, and no unbudgeted funds are needed for 2026. Balcom explained the mill rate increased by \$0.63, which means an increase of \$63.00 for every \$100,000 in home value on the City's portion of the tax bill. Balcom explained the City of Berlin collects the first installment payment for all taxing jurisdictions including the City of Berlin, Green Lake or Waushara County, Berlin School District, and Moraine Park Technical College. Balcom explained the Levy and Spending Breakdown and included a pie chart showing expenditures by department, with the largest spending by the Public Works and Public Safety/Police Departments, and a pie chart showing expenditures by fund with the largest spending being public safety and public works. Balcom explained the revenues by department, revenues raised by the municipal vehicle registration fee (wheel tax), the capital improvement plan anticipated borrowing of \$2 million every other year, and the increased employee contribution to employer provided health insurance benefits. Balcom explained that next year she is hopeful a recycling fee will be implemented and collected as a special charge on the tax bill, opening levy space for other needs of the City. Balcom explained that the preliminary 2024 audit findings show the net position from 2023 to 2024 had very little change. City Administrator Balcom asked if there were any questions or concerns regarding the budget prior to the public hearing. There were none.*
4. Public Hearing on the City of Berlin 2026 Budget. – *Mayor Burgess asked if there was anyone wishing to speak for the 2026 budget, three times. There were none. Mayor Burgess asked if there was anyone wishing to speak against the 2026 budget, three times. There were none. Mayor Burgess closed the public hearing.*
5. Resolution #25-13 adopting the 2026 Budget and setting the property tax levy for 2025, collectible in 2026. RECOMMENDATION: Approve the adoption of Resolution #25-13 adopting the 2026 Budget and setting the property tax levy for 2025, collectible in 2026 following consideration of the comments received during the preceding Public Hearing on the City of Berlin 2026 Budget. *Aldersperson Przybyl made a motion to approve the adoption of Resolution #25-13 adopting the 2026 Budget and setting the property tax levy for 2025, collectible in 2026 with a second by Aldersperson Hill. Roll call vote carried (6 ayes: Boeck, Hill, Nigbor, Przybyl, Sorenson, and Stobbe; 0 nay; 0 absent).*

6. Adjourn. - Alderperson Hill made a motion to adjourn with a second by Alderperson Stobbe. Voice vote carried. Meeting adjourned at 6:43 p.m.

*Minutes respectfully submitted by
Brittani Majeskie, Deputy Clerk-Treasurer*

DRAFT

COMMON COUNCIL MEETING MINUTES
TUESDAY, NOVEMBER 11, 2025
IMMEDIATELY FOLLOWING THE SPECIAL COUNCIL MEETING AT 6:30PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

1. Call to order/Roll Call - *Mayor Burgess called the meeting to order at 6:46 p.m. Roll Call: Alderpersons Boeck, Hill, Nigbor, Przybyl, Sorenson, and Stobbe were present. Also present were City Administrator, Jessi Balcom; Deputy Clerk-Treasurer, Brittani Majeskie; and Library Director, Chris Kalupa.*
2. Seat Virtual Attendees (if necessary) – *None.*
General Public Comments - *Chris Kalupa of N9104 South Rd., Berlin, WI, read a letter from the Library Board thanking the City of Berlin DPW for their prompt response to the recent plumbing emergency at the library. Ruth Sussman of 218 S. Wabash, Chicago, IL, spoke on behalf of Unite Here Local 1, Chicago's hospitality workers union, to discuss the boycott of Farmers and Merchants Bank which lends money to the Illinois and Texas based company, Level X Group. Mayor Burgess addressed Ms. Sussman, stating Farmers and Merchants Bank is a valued partner and an asset to the community.*

CONSENT AGENDA: The Consent Agenda contains items which staff considers to be routine and have already been discussed and recommended by a committee, board or commission at a previous meeting. Staff recommends that Council act on all of these items on a single roll call vote. If any member of Council wishes to have any item removed from the Consent Agenda and discussed, the Council member may request that item be removed from the Consent Agenda prior to the adoption.

3. Waive the reading of ordinances and resolutions.
4. Accept and place on file reports from the City Clerk, Treasurer, and Building Inspector.
5. Approve payment of bills.
6. Approve minutes from the 10.14.2025 Common Council Meeting and 10.14.2025 Closed Session Common Council Meeting.
7. Updated Oakwood Cemetery Rules and Regulations. RECOMMENDATION: Approve the recommendation of the Cemetery Board to update the Oakwood Cemetery Rules and Regulations as presented.
8. Updated Oakwood Cemetery Fee Schedule. RECOMMENDATION: Approve the recommendation of the Cemetery Board to update the Cemetery Fee Schedule which will be incorporated into the City of Berlin Fee Schedule.

END OF CONSENT AGENDA

Alderperson Przybyl made a motion to approve the consent agenda with a second by Alderperson Hill. Roll call vote carried (6 ayes: Boeck, Hill, Nigbor, Przybyl, Sorenson, and Stobbe; 0 nay; 0 absent).

9. 2024 Audit Presentation RECOMMENDATION: Listen to the presentation by Hawkins Ash CPAs regarding the 2024 audit of the City's finances. Discussion and action as appropriate. Accept the 2024 Audit. - *Ambert Ebert, of Hawkins Ash CPAs, presented the City of Berlin Summary Financial Report with Independent Auditors' Report. Ebert reviewed the City of Berlin Combined Balance Sheet comparing 2023 to 2024. Ebert reviewed both the City of Berlin General Fund Revenue and General Fund Expenditures showing the 2024 budget, 2024 actual, and 2023 actual, citing changes in dollar amount and percentages in 2024 actual compared to 2023 actual. Ebert also provided pie charts for the City of Berlin General Fund Revenue and General Fund Expenditures showing the categories of revenues received and expenditures spent. Ebert reviewed the City of Berlin Statement of Revenue, Expenses, and Changes in Net Position for the Sewer and Water Utility showing the 2024 actual, and 2023 actual, citing changes in dollar amount and percentages in 2024 actual compared to 2023 actual. Ebert also provided a bar graph for the City of Berlin 2022-2024 Water and Sewer Utility Operating Income. Ebert presented the City of Berlin Statement of Revenue, Expenses and Changes in Fund Balance-Other Funds showing the January 1, 2024 balance, total revenues and expenditures, and the December 31, 2024 balance. Ebert also presented a bar graph for The City of Berlin 2022-2024 Fund Equity. Ebert made multiple notes citing the software change as a reason for additional auditor entries and the delay in receiving requested audit items. Ebert said the delay in a completed audit was due to the need for many auditor entries, a change in the software, the software not having all accounts set up, staff turnover, and not receiving requested audit items on time. Mayor Burgess confirmed that items not received on time were due to the inability to access the items caused by issues with the software change and staff turnover. Ebert was thanked for her hard work. Alderperson Nigbor made a motion to accept the 2024 audit with a second by Alderperson Stobbe. Voice vote carried.*
10. Special Events on Streets, Highways and Municipal Parking Lots Permit for Achieving a Better Community Inc for the Holiday Parade on November 20, 2025. RECOMMENDATION: Approve the Special Events on Street, Highways, and Municipal Parking Lots Permit for Achieving a Better Community Inc for the Holiday Parade starting near the Berlin Aquatic Center on Webster Street to Brooklyn Street to Broadway/Huron Street ending at Church Street from approximately 6:30-8PM (5:30PM line up) on November 20, 2025. *Alderperson Przybyl made a motion to Approve the Special Events on Street, Highways, and Municipal Parking Lots Permit for Achieving a Better Community Inc for the Holiday Parade with a second by Alderperson Stobbe. Voice vote carried. Mayor Burgess reminded the Alderpersons who were interested in being in the parade to let Chris Kalupa know.*
11. Accept Proposal for 2025-2029 Audit services. RECOMMENDATION: Accept the proposal of KerberRose to provide audit service for years ending December 31, 2025 to December 31, 2029. *City Administrator Balcom informed the Council that she, Deputy-Clerk Treasurer Thiel, and Alderperson Stobbe reviewed the 7 proposals received. Alderperson Przybyl thanked the group for going through the proposals. Alderperson Przybyl made a motion to accept the proposal of KerberRose to provide audit service for years ending December 31, 2025 to December 31, 2029 with a second by Alderperson Hill. Voice vote carried. Mayor Burgess thanked Hawkins Ash CPAs for 20 years of service.*
12. Approve the application to the Board of Commissioners of Public Lands for a loan of \$130,000 through the Trust Funds of the State of Wisconsin and Approve Resolution 25-14

Approving a Loan through the Board of Commissioners of Public Lands (Trust Funds of the State of Wisconsin) for acquisition of 169 Ripon Road. RECOMMENDATION: Approve the application to the Board of Commissioners of Public Lands for the borrowing noted in Resolution 25-14 and Approve Resolution 25-14 and the preamble authorizing the borrowing of \$130,000 from the Trust Funds of the State of Wisconsin for the purpose of financing property acquisition for EMS Department. The loan to be payable within 10 years. *City Administrator Balcom noted for the record that the Council received a copy of Resolution 25-14 prior to this meeting and had opportunity to read it. Balcom also noted that the purchase price is reduced as EMS funds will be used to cover the difference. Balcom anticipates closing on the property in early December. Alderperson Hill made a motion to approve the application to the Board of Commissioners of Public Lands for the borrowing noted in Resolution 25-14 and Approve Resolution 25-14 and the preamble authorizing the borrowing of \$130,000 from the Trust Funds of the State of Wisconsin for the purpose of financing property acquisition for EMS Department. The loan to be payable within 10 years with a second by Alderperson Stobbe. Roll call vote carried (6 ayes: Boeck, Hill, Nigbor, Przybyl, Sorenson, and Stobbe; 0 nay; 0 absent).*

13. Purchase Fund Accounting Software Annual Support for Banyon. RECOMMENDATION: Approve the quote for \$865.00 for one year of software support to allow the City to access financial records and run reports on the data. *City Administrator Balcom explained that Banyon, the previous accounting software, was replaced by the Accufund accounting software in 2024. Staff continues to pull reports from Banyon as needed. However, as Microsoft makes updates, Microsoft becomes incompatible with Banyon since the City does not continue to pay for Banyon services or updates. City data is still within the City's system, but is becoming more inaccessible unless Banyon services are purchased. Staff can currently access utility data, but can no longer access payroll or accounts payable data. Balcom explained that if the City purchases Banyon services for the year, then staff can access the data and decide to either pull the data and store it, although that data may not be usable, or continue to pay for Banyon services annually for approximately 7 additional years. Discussion on exporting data and importing it into Accufund manually being overwhelming. Discussion on the Banyon software not meeting the needs of the City, causing the software change in 2024. Alderperson Stobbe made a motion to approve the quote for \$865.00 for one year of software support to allow the City to access financial records and run reports on the data with a second by Alderperson Przybyl. Voice vote carried.*

14. Old Business – None.

15. New Business – None.

16. Adjourn – Alderperson Przybyl made a motion to adjourn with a second by Alderperson Sorenson. Voice vote carried. Meeting adjourned at 7:19 p.m.

*Minutes respectfully submitted by
Britani Majeskie, Deputy-Clerk Treasurer*



Planning and Development
Director
Timothy Ludolph

City of Berlin, WI
Planning + Development Department
108 N Capron St. • Suite 200
Berlin, WI 54923
Phone (920) 361-5156

Briefing Report

To: Common Council

From: Timothy Ludolph, Planning & Development Director

For: Regular Meeting of December 9th 2025

Subject: Rezoning from M-2 to R-2 for Parcel #206-00833-0100 Johnson Street

Date: December 9th 2025

Attachments: 206-00833-0100 Zoning Amendment Application

Background:

Jim Thoma of Johnson Street Properties LLC submitted a Request for Map Amendment application on September 9th, 2025, after discussions with City Staff regarding the planned future uses and goals of the Comprehensive Plan and Housing and Economic Development Adjustment Strategy. The included letter summarizes additional information from the applicant reiterating the discussion.

On November 25th, 2025, the Plan Commission motioned to Recommend to Common Council to approve the rezone request for _Johnson Street M-2 to R-2 for Parcel 206-00833-0100 LEFFERT'S ADDN LOTS 1,2,22, & 23 BLK 143

Analysis:

As an area already platted and served by water and partially served by sewer, though requiring a holding tank due to depth, this remains a logical infill location. The Future Land Use map has this as planned residential. The lots to the west and south are presently residentially zoned, demonstrating the kind of lots potentially developable on this site. As the letter stated, the proposed rezone followed by minor subdivision would lead to single family housing developed, allowable uses in the proposed district.

Criteria Reviewing Proposed Zoning Amendments

Following are some questions to incorporate in the zoning ordinance and consider when reviewing proposed zoning amendments (Rezoning).

Answer Yes or No then tally.

1. Is the request consistent with the comprehensive plan?

Yes, as a property in a Residential future land use district this is a great opportunity for infill housing.

2. Does the community need more land in the requested district?

Yes, our Housing and Economic Development strategy looks for infill of residential uses.

3. Are there other properties in the community that might be more appropriate for this use?

No, this property is surrounded by developed properties and that status is optimal for completing the development of the area.

4. Will the request have a serious impact on traffic circulation, parking, sewer and water service, or other utilities?

There will be an impact on about half of the property being able to be connected to utilities where the southern half will need to invest in accommodations to connect to sewer.

5. Will the request have a negative adverse impact on property values in the vicinity?

No, the developments suggested in the application should improve the look and value of the



Planning and Development
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neighborhood.

6. Will the request result in lessening the enjoyment or use of adjacent properties?

No, the vicinity is designed for development like this and the end use would be compatible with the residential neighbors.

7. Will the request cause serious noise, odors, light, activity or other unusual disturbances?

The applicant has verbally stated the plan is to change the building(s) to function like residential neighbors, and look more conforming to the homes around. The property owner has already developed one single family house in this neighborhood and the proposal would site several more.

8. Will the request result in illegal spot zoning? (i.e. use is inconsistent with surrounding properties and serves only private, rather than public interests)

No

Recommendation:

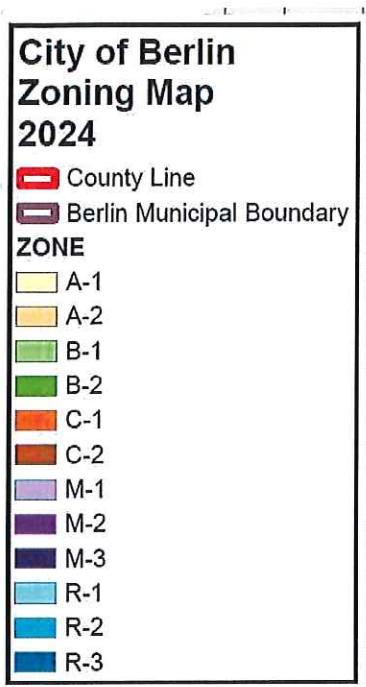
The Plan Commission recommends to Common Council to approve the rezone request for _Johnson Street M-2 to R-2 for Parcel 206-00833-0100 LEFFERT'S ADDN LOTS 1,2,22, & 23 BLK 143.





Planning and Development
Director
Timothy Ludolph

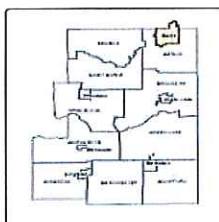
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Map 7

Future Land Use

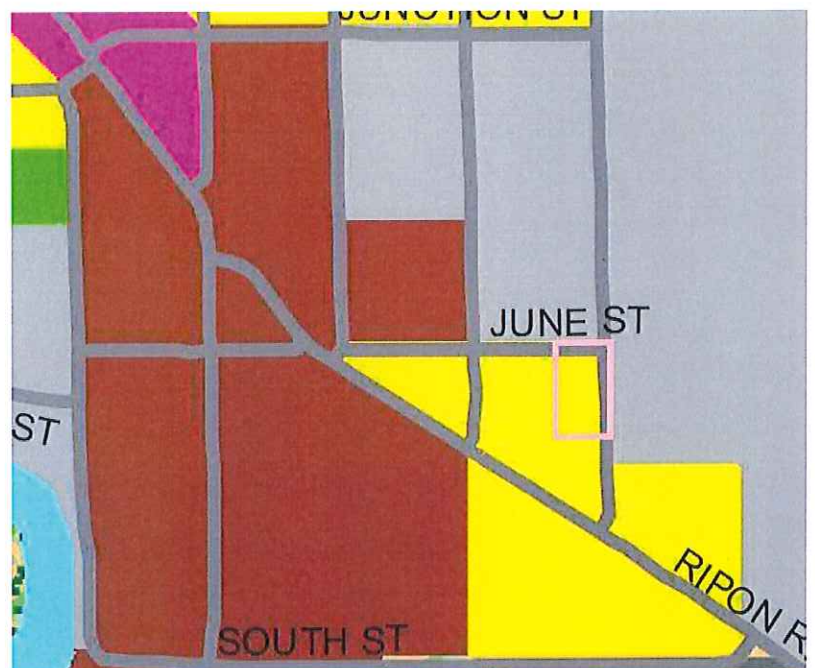
City of Berlin
Green Lake County, WI



*ESAs (Environmentally Sensitive Areas) include stream protection areas consisting of a 75 foot buffer.



Map Date: 6/19/2024



ORDINANCE #09-25

**AN ORDINANCE REZONING A PARCEL OF LAND FROM
M-2 (MANUFACTURING) to R-2 (RESIDENTIAL) CITY OF BERLIN**

WHEREAS, a Petition has been duly filed by Johnson Street Properties LLC with the City of Berlin requesting that the real estate described below be rezoned from M-2 (Manufacturing) to R-2 (Residential); and

WHEREAS, the Plan Commission met and has considered the petition on September 30th, 2025; and

WHEREAS, the Common Council finds that this change to the City of Berlin Zoning Code is not a down zoning ordinance because it does not decrease the development density of land and it does not reduce the permitted uses of land, and it was requested by the property owner; and therefore the super majority requirement of Section 66.10015, Wisconsin Statutes, does not apply to this ordinance; and

WHEREAS, the Plan Commission held a public hearing on November 25th 2025, and has complied with Section 82-66 of the Municipal Code of the City of Berlin; and has on a motion, duly made seconded and adopted, affirmatively recommended the zoning change and referred the matter to the Common Council of the City of Berlin for adoption of the zoning change; and

WHEREAS, the Common Council of the City of Berlin having determined that all procedural requirements and notice requirements have been satisfied, having given the matter due consideration, and having based its determination on the effect of the granting of such rezoning on the health, safety and welfare of the community, and the immediate neighborhood in which said use will be located, and having given due consideration to the municipal problems involved as well as the impact on the surrounding properties as to noise, dust, smoke and odor, and others, hereby determine that the rezoning will not violate the spirit or intent of the Zoning Code for the City of Berlin will not be contrary to the public health, safety or general welfare of the City of Berlin, will not be hazardous, harmful, noxious, offensive and will not for any other reason cause a substantial adverse effect on the property values and general desirability of the neighborhood, and the rezoning is consistent with the City of Berlin Comprehensive Plan.

NOW, THEREFORE the Common Council of the City of Berlin do ordain that the following described real estate owned by JOHNSON STREET PROPERTIES LLC with a description as follows:

LEFFERT'S ADDN LOTS 1,2,22, & 23 BLK 143 Parcel # 206-00833-0100, City of Berlin, Green Lake County, is hereby rezoned from M-2 (Manufacturing) to R-2 (Residential); in accordance with the Municipal Code of the City of Berlin, and the zoning map shall be modified accordingly.

Is hereby rezoned from M-2 (Manufacturing) to R-2 (Residential).

This ordinance shall take effect the day after publication.

[vote totals and signature lines on following page]

PASSED, APPROVED, AND ADOPTED THIS 9th DAY OF DECEMBER 2025.

_____ AYES

_____ NAYS

_____ ABSENT

CITY OF BERLIN

CATRINA BURGESS, MAYOR

ATTEST:

JESSI BALCOM, CITY ADMINISTRATOR/CLERK

APPROVED AS TO FORM:

ERIC LARSON, CITY ATTORNEY

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

TO: Common Council
FROM: Brittani Majeskie, Deputy Clerk-Treasurer
AGENDA ITEM: 2026-2027 Election Inspectors
MEETING DATE: December 9, 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.

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

This item is on the Consent Agenda.

SUGGESTED MOTION

Motion to approve 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
COMMON COUNCIL MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: 2025 Budget Amendments
MEETING DATE: December 9, 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.

This item is on the Consent Agenda.

SUGGESTED MOTION

Motion to approve the 2025 Budget Amendments as presented.

**CITY OF BERLIN
COMMON COUNCIL MEETING
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 9, 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.

This item is on the Consent Agenda.

SUGGESTED MOTION

Motion 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.

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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
County Board Chairman

Date _____

GREEN LAKE COUNTY

BY: _____

Jeffery A Mann
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

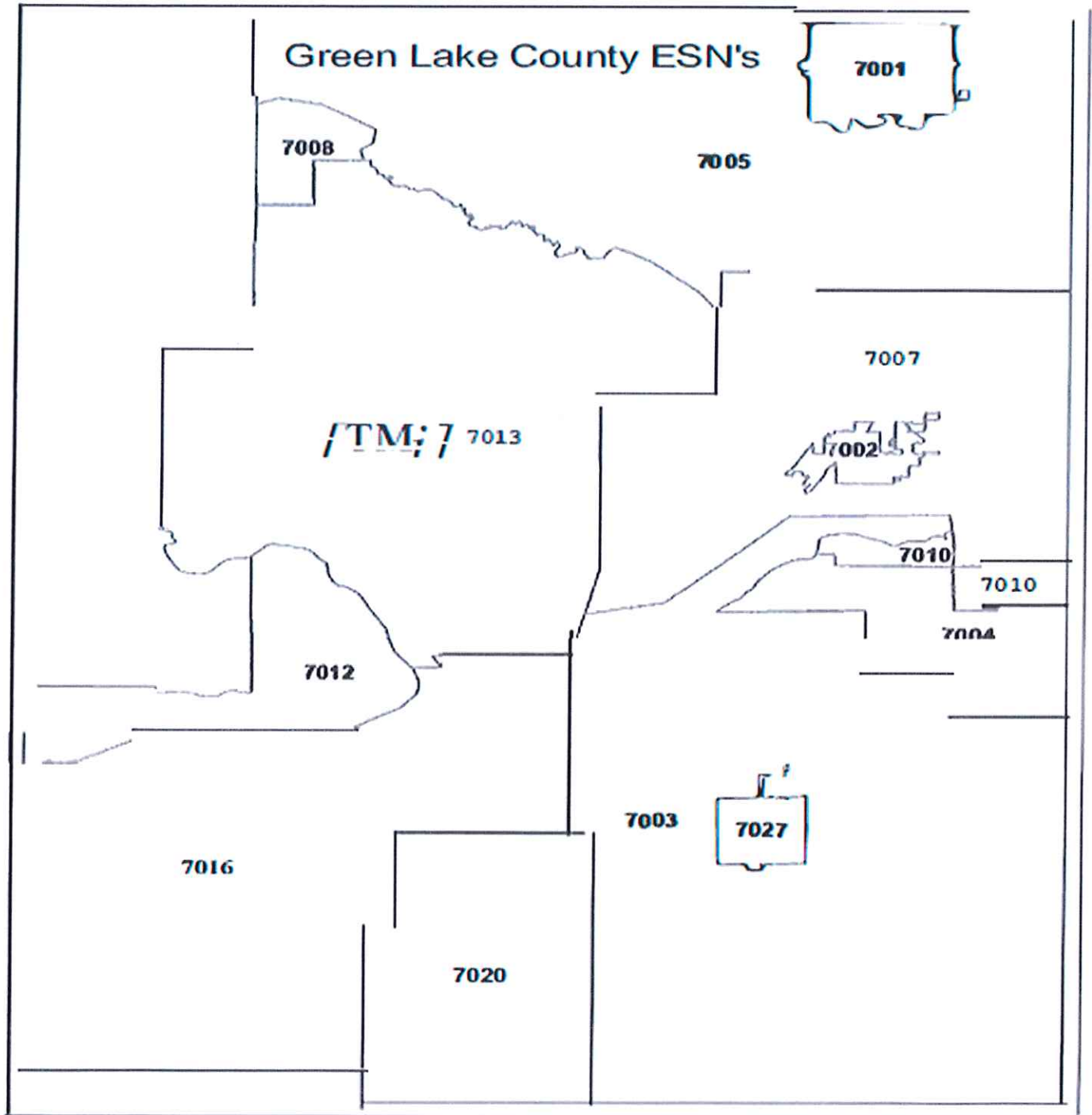
Coverage Areas

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.

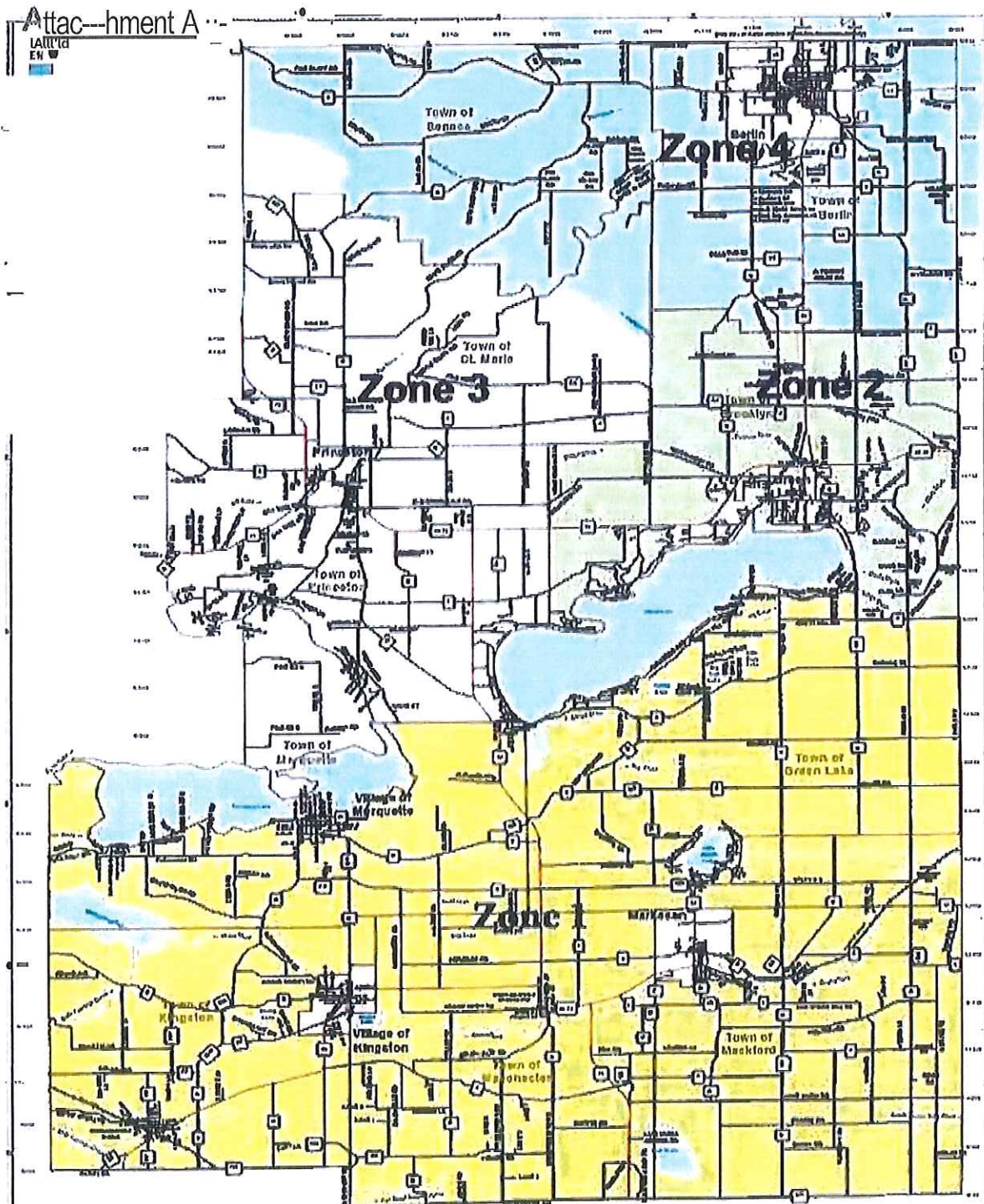
<u>Provider</u>	<u>Primary Service Area ESNs</u>
Berlin EMS	7001, 7002, 7003, 7005, 7007, 7008, 7012, 7013, 7015
Southern GLC EMS	7003, 7004, 7010, 7016, 7012, 7020, 7021, 7027

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. VHF Tactical 11 (VTAC 11)
18. VHF Tactical 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
COMMON COUNCIL 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 9, 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.

This item is on the Consent Agenda.

SUGGESTED MOTION

Motion to authorize 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



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

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

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 and 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 with 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
COMMON COUNCIL 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 9, 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.

This item is on the Consent Agenda.

SUGGESTED MOTION

Motion to authorize 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



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

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

Fax #: (920)-294-4139

glcdhhs@greenlakecountywi.gov

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

Service	Total Service
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 15th of April, July, October and January
- B. Annual financial reports will be submitted by January 31st.

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

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.

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: 2026 Standardized Special Assessment Schedule
MEETING DATE: December 9, 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.

This item is on the Consent Agenda.

SUGGESTED MOTION

Motion to accept and approve the updated 2026 Standardized Special Assessment Schedule.

		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Projected Cost 2025
A. STREET'S														
1. Category I	City pays all costs													
2. Category II	City pays all costs													
3. Category III	Street "opening" of street, See Land Development Fee - Sect. C	\$104.41 per foot	\$107.54 per foot	\$109.15 per foot	\$105.70 per foot	\$110.25 per foot	\$110.80 per foot	\$111.35 per foot	\$111.50 per foot	\$112.40 per foot	\$112.95 per foot	\$114.10 per foot	\$115.50 per foot	\$118.40 per foot
B. WATER AND SEWER														
1. Category I	Utility/City pays all costs													
2. Category II	Water Main, any size	\$53.60 per foot	\$55.27 per foot	\$56.10 per foot	\$56.30 per foot	\$56.59 per foot	\$57.03 per foot	\$57.49 per foot	\$57.95 per foot	\$58.40 per foot	\$58.90 per foot	\$59.05 per foot	\$61.25 per foot	\$65.85 per foot
	Sewer Main, any size	\$56.49 per foot	\$58.18 per foot	\$59.05 per foot	\$59.30 per foot	\$59.60 per foot	\$57.18 per foot	\$57.47 per foot	\$57.75 per foot	\$58.05 per foot	\$58.40 per foot	\$59.50 per foot	\$64.50 per foot	\$68.50 per foot
	Water Lateral to lot line	\$1,945.10	\$1,948.00	\$1,956.06	\$1,952.80	\$1,958.88	\$2,008.87	\$2,018.91	\$2,025.00	\$2,030.00	\$2,036.10	\$2,056.45	\$2,200.50	\$2,375.00
	Sewer Lateral to lot line	\$1,706.60	\$1,740.73	\$1,775.54	\$1,784.40	\$1,789.75	\$1,786.70	\$1,807.69	\$1,813.10	\$1,818.45	\$1,823.85	\$1,915.20	\$2,087.50	\$2,254.50
	Curb water/sewer laterals to lot line with curb boxes	\$3,286.53	\$3,352.26	\$3,419.31	\$3,431.00	\$3,441.00	\$3,590.00	\$3,695.00	\$3,605.80	\$3,616.60	\$3,627.45	\$3,690.85	\$3,838.00	\$4,015.00
	Reconnection Fee (if existing sanitary lateral is found to be PVC and/or water lateral is copper or poly)	\$900.00 per lateral	\$309.00 per lateral	\$309 per lateral	\$309 per lateral	\$309 per lateral	\$315 per lateral	\$315 per lateral	\$315 per lateral	\$315 per lateral	\$320 per lateral	\$325 per lateral	\$330 per lateral	\$340 per lateral
C. LAND DEVELOPMENT FEE (LDF)	Total LDF broken down as follows													
1. Streets	Plat sponsor to provide all roadway within plat to 35' width, including grading & base course. Cost indicated if City agrees to install improvements on behalf of developer. Consideration for urban street built to City specifications.	\$263.14	\$290.84	\$295.20	\$297.60	\$299.29	\$300.79	\$302.29	\$303.65	\$305.90	\$308.40	\$318.15	\$331.10	\$348.85
2. Water & Sewer	See Section B.2 above, Category II Water and Sewer Note: Lateral charge not included LDF	\$79.82	\$81.42	\$82.84	\$83.05	\$85.47	\$85.89	\$84.31	\$85.15	\$86.00	\$86.90	\$92.15	\$95.00	\$99.50
3. Storm Sewer	Storm sewer facilities constructed to City specifications. If City agrees to construct improvements on behalf of developer at a later time, fee paid will be escrowed for future improvements. Plat sponsor will not be subject to other drainage assessments in the future.	\$59.00 per foot	\$1.07 per foot	\$73.2 per foot	\$73.60 per foot	\$74.34 per foot	\$75.08 per foot	\$75.83 per foot	\$76.20 per foot	\$76.55 per foot	\$77.00 per foot	\$78.65 per foot	\$82.00 per foot	\$85.50 per foot
4. Curb and Gutter	Amount set aside for future installation.	\$24.17 per foot	\$24.90 per foot	\$25.49 per foot	\$25.55 per foot	\$25.81 per foot	\$26.07 per foot	\$26.33 per foot	\$26.60 per foot	\$26.90 per foot	\$27.2 per foot	\$27.5 per foot	\$28.35 per foot	\$29.50 per foot
5. Engineering Review	Engineering for City installed improvements are included in above fees. For improvements installed by developer, an engineering review equal to 5% of the respective assessment shown above will apply.	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%

Above fees do not include the paving charges, which are not assessable under this policy or sidewalk costs which are not part of this policy.

**CITY OF BERLIN
COMMON COUNCIL 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 9, 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.

This item is on the Consent Agenda.

SUGGESTED MOTION

Motion to approve 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

A. RESIDENTIAL -1 & 2 Family	Fees
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. COMMERCIAL	
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)

C. Miscellaneous	
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

D. Manufactured Dwelling or Home	
Basic on slab (includes service, lateral hookup, Slab Insp) + (decks, attached garage, basement) + Zoning; (seal required) + Erosion Control (if basement)	\$350.00

E. Occupancy Permits	
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

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

G. Zoning Fees	
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
COMMON COUNCIL 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 9, 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.

This item is on the consent agenda.

MOTION

Motion to approve 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 31st 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
COMMON COUNCIL MEETING
STAFF REPORT**

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Approve City Municipal Court Attorney agreement with Dretske Law Office
MEETING DATE: December 9, 2025

BACKGROUND

The City Council accepted the proposal of Dretske Law Office for Municipal Court Attorney services.

An agreement document (engagement letter) is being drafted/reviewed that will identify the terms of the proposed service. The document will be presented at the Common Council meeting for review.

SUGGESTED MOTION

Motion to approve the Engagement Letter with Dretske Law Office for Municipal Court Attorney services.

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Agreement with KerberRose for 2025-2029 Audit Services
MEETING DATE: December 9, 2025

BACKGROUND

The City requested proposals for auditing services for the years ending December 31, 2025-2029. The chosen proposal was submitted by KerberRose.

The agreement is being reviewed by the City Attorney. The agreement notes that KerberRose will complete the 2025 Audit for \$40,000, including the PSC report and Form C filing. The agreement will be presented at the Common Council meeting for review.

Preliminary on site audit work is scheduled to start the second week of January.

SUGGESTED MOTION

Motion to approve the audit services agreement with KerberRose.