

COMMON COUNCIL MEETING AGENDA  
MARCH 10, 2026 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. Pledge of Allegiance
4. 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.

5. Waive the reading of ordinances and resolutions.
6. Accept and place on file reports from the City Clerk, Treasurer, and Building Inspector.
7. Approve payment of bills.
8. Approve minutes from the 2.10.2026 Common Council Meeting.
9. First Floor Office Remodel – half wall. RECOMMENDATION: Approve the recommendation of the Committee of the Whole to approve the first floor office remodel to create a half wall in the rear hall way of the Clerk’s Department and Utilities Department. Expenses to be split between the general fund and Water and Sewer Department.
10. Waste Management Grant Funds. RECOMMENDATION: Approve the recommendation of the Committee of the Whole to accept the \$1000 donation from Waste Management to purchase a new water tower for the campground.
11. Proposed Capital Borrowing plan for 2026-2027. RECOMMENDATION: Approve the recommendation of the Committee of the Whole to move forward with the proposed Capital borrowing plan for 2026-2027.

END OF CONSENT AGENDA

12. Amend Employee Handbook. RECOMMENDATION: Approve amendments to the “Introduction”, “General Government”, and “Vacation, Holidays & Leaves” sections of the Employee Handbook, to be implemented immediately.
13. Class “B” (Picnic) License and “Class B” License for the ABC Group and discussion of Let Freedom Ring event. RECOMMENDATION: Approve a Temporary Class “B” and “Class B” License for the ABC Group Inc to allow the sale of fermented malt beverages and wine at the Let Freedom Ring event at 455 River Drive (North Shelter House) on July 3, 2026.
14. Raze or Repair Inquiry – Garage at 255 SW Ceresco Street. RECOMMENDATION: Accept the findings as prepared by the Building Inspector and authorize the Raze and Repair Order for the Garage at 255 SW Ceresco Street (Parcel #206015920000).

15. Borrowing Engagement Letter with Baird. RECOMMENDATION: Approve the engagement letter with Baird and authorize the City Administrator's signature to allow preparation and future implementation of the \$2 million 2026-2027 Capital Borrowing.
16. 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.)
17. New Business (To be used to request items of new business be put on a future agenda)
18. Adjourn.

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

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

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

**City of Berlin WI**  
**Accounts Payable Status Report from 2/01/2026 to 2/27/2026**

Lookup & Org Name	Invoice Number	Invoice Date	A/P Description	Original A/P Owed	Paid Amt To Date	Balance Due Run Date	Check Number
[AGNESIAN HEALTHCARE] AGNESIAN HEALTHCARE	26069	2/23/2026	Conferences & Training	21.25	21.25	0.00	2/26/2026
[AIR] Airgas	26068	2/26/2026	Contractual Services	1,282.73	1,282.73	0.00	2/26/2026
[ALLNT] Alliant Energy/WPL	020326	2/23/2026	Nathan Strong Restroom	28.08	28.08	0.00	2/09/2026
[Andi Woyak] Andi Woyak	020926	2/09/2026	The Blankets	100.00	100.00	0.00	2/09/2026
[AAC] Associated Appraisal Consultants	184515	2/01/2026	Assessment Services February 2026	2,058.33	2,058.33	0.00	2/03/2026
[FirstNet ] AT & T Mobility	26071	2/23/2026	Phone/Data	489.51	489.51	0.00	2/26/2026
[BAD] Badger Laboratories, Inc.	26-001936	2/07/2026	BOD5/PHOSPHORUS/SS	1,881.00	1,881.00	0.00	2/13/2026
[BAD] Badger Laboratories, Inc.	26-003046	2/04/2026	TOTAL COLIFORM BACTERIA	108.00	108.00	0.00	2/06/2026
[BAD] Badger Laboratories, Inc.	26-004331	2/15/2026	TOTAL COLIFORM BACTERIA	108.00	108.00	0.00	2/27/2026
[BAD] Badger Laboratories, Inc.	26-005255	2/26/2026	TOTAL COLIFORM BACTERIA	81.00	81.00	0.00	2/27/2026
[BASD] Berlin Area School District	0211726	2/17/2026	Waushara Taxes-\$38577.91 Green Lake County - 698,753.56 Feb Tax Settlement	737,331.47	737,331.47	0.00	2/17/2026
[BCT1015] Berlin City Treasurer 1015	BACKGROUNDS	2/24/2026	2 BACKGROUND CHECKS FOR UTILITY CLERK JOB	14.00	14.00	0.00	2/27/2026
[BCT1015] Berlin City Treasurer 1015	SPECBRIGHT-26	2/06/2026	BRIGHTSPEED/SPECTRUM	303.46	303.46	0.00	2/06/2026
[BH20] Berlin Water & Sewer Department	0220326	2/03/2026	January Water & Sewer	1,625.28	1,625.28	0.00	2/09/2026
[BH20] Berlin Water & Sewer Department	022626	2/23/2026	Upper & Lower Utilities - Ripon Road	94.29	94.29	0.00	2/26/2026
[BTM] Boundtree Medical, LLC	26030	2/23/2026	Operational Supplies	372.62	372.62	0.00	2/26/2026
[BTM] Boundtree Medical, LLC	26048	2/23/2026	Operational Supplies	49.08	49.08	0.00	2/26/2026
[Brad Willis] Brad Willis	021126	2/11/2026	D&D Program 2/27/26	50.00	50.00	0.00	2/17/2026
[BRGHT] Brightspeed	460000858598	2/09/2026	service 2-9/3-8 2026	917.22	917.22	0.00	2/20/2026
[BRGHT] Brightspeed	460000858747	2/09/2026	LOCAL SERVICES FEB 9 TO MAR 8, 2026	83.16	83.16	0.00	2/27/2026
[CCP] CCP DIRECT	IN5737062	2/16/2026	BLACK PARKA	98.05	98.05	0.00	2/27/2026
[CHCOMM - POOL] Charter Communication	17171880102072	2/07/2026	Pool 02/13-03/12/2026	169.98	169.98	0.00	2/20/2026
[CLO] Chier Law Office LLC	14762	2/01/2026	September 2025	11,362.50	11,362.50	0.00	2/09/2026
[CLO] Chier Law Office LLC	14763	2/01/2026	October 2025	11,655.00	11,655.00	0.00	2/09/2026
[CLO] Chier Law Office LLC	14764	2/01/2026	November 2025	11,655.00	11,655.00	0.00	2/09/2026
[CLO] Chier Law Office LLC	14765	2/01/2026	December 2025	9,067.50	9,067.50	0.00	2/09/2026
[CIN] CINTAS	4258749417	2/05/2026	MOP & PARTS/MATS	170.53	170.53	0.00	2/27/2026
[City of Appleton] City Of Appleton	19424	2/03/2026	February 2026 Weights & Measures	575.00	575.00	0.00	2/09/2026

**City of Berlin WI**  
Accounts Payable Status Report from 2/01/2026 to 2/27/2026

Lookup & Org Name	Invoice Number	Invoice Date	A/P Description	Original A/P Owed	Paid Amt To Date	Balance Due Run Date	Check Number
[04-00000001-00-5] CITY OF BERLIN	02/27/2026	2/27/2026	Payroll Date 2/27/26 Deb Mirr	725.42	725.42	0.00	2/25/2026
[04-00000001-00-5] CITY OF BERLIN	021326	2/13/2026	Delores Schwartz Payroll Date 2/13/26 Deb Mirr	729.43	729.43	0.00	2/11/2026
[Clauson Family] Clauson Family Music Show	020526	2/05/2026	Delores Schwartz Senior Center Trip	350.00	350.00	0.00	2/05/2026
[CONCENTRA] CONCENTRA MED COMPLIANCE ADMIN	18892075	2/01/2026	Random Test Street - 66.00 W&S - 119.00 SPEAKERS	191.00	191.00	0.00	2/20/2026
[Corp net ] Corporate Network Solutions, Inc	81998	2/19/2026	SPEAKERS	25.00	25.00	0.00	2/27/2026
[Corp net ] Corporate Network Solutions, Inc	81999	2/19/2026	Computer, Mouse, Keyboard	795.00	795.00	0.00	2/20/2026
[CUMMINIS] CUMMINIS SALES AND SERVICE	F4-260210890	2/15/2026	FULL SERVICE-WWTFP LIFT-PLANNED MAINTENANCE	1,130.54	1,130.54	0.00	2/27/2026
[Curtis Vetrone] Curtis Vetrone	020326	2/03/2026	Witness Fees	6.00	6.00	0.00	2/03/2026
[CVK] Cvikora MBS	019-02012026-	2/03/2026	January 2026 Collections	4,250.47	4,250.47	0.00	2/13/2026
[01-0001417-00-7] DELZER, BETTY		2/03/2026	OVERPAYMENT	64.59	64.59	0.00	2/03/2026
[DRYDON EQUIP] DRYDON EQUIPMENT INC	00027836	2/02/2026	DIGESTER PROJECT- VAREC-SITEINSPECTION	6,500.00	6,500.00	0.00	2/13/2026
[EGBEXC] EGBERT EXCAVATING, INC	18634	2/02/2026	WATERMAIN BREAK WISCONSIN ST	4,675.00	4,675.00	0.00	2/13/2026
[Empower] Empower Payments	2026-04	2/13/2026	Pay period ending 2/07/2026,WRS-Compass,empWRF	13,240.15	13,240.15	0.00	
[Empower] Empower Payments	2026-04	2/13/2026	Pay period ending 2/07/2026,WRS-Compass,empWRF	15,573.87	15,573.87	0.00	
[Empower] Empower Payments	2026-04	2/13/2026	Compass,empWRF	2,738.46	2,738.46	0.00	
[Empower] Empower Payments	2026-05	2/27/2026	Pay period ending 2/21/2026,WRS-Compass,empWRF	13,270.14	13,270.14	0.00	
[Empower] Empower Payments	2026-05	2/27/2026	Pay period ending 2/21/2026,WRS-Compass,empWRF	13,212.05	13,212.05	0.00	
[Empower] Empower Payments	2026-05	2/27/2026	Pay period ending 2/21/2026,WRS-Compass,empWRF	2,700.44	2,700.44	0.00	
[ECT] ENVIRONMENTAL CONSULTING & TESTING	9069	2/03/2026	WI ACLUTE WET	1,100.00	1,100.00	0.00	2/06/2026
[FERGUSON] FERGUSON WATERWORKS	0467681	2/03/2026	LF T10 MTR P/C	8,040.00	8,040.00	0.00	2/13/2026
[02-00005145-00-1] FOX RIVER PROPERTY MANAGEMENT		2/26/2026	OVERPAYMENT	344.40	344.40	0.00	2/27/2026

**City of Berlin WI**  
**Accounts Payable Status Report from 2/01/2026 to 2/27/2026**

Lookup & Org Name	Invoice Number	Invoice Date	A/P Description	Original A/P Owed	Paid Amt To Date	Balance Due Run Date	Check Number
[GFL] GFL Solid Waste	U40000132694	2/20/2026	TRASH/RECYCLING SERVICE FOR MARCH 2026	422.14	422.14	0.00	2/27/2026
[GFCOM] Gordon Flesch	15486773	2/01/2026	Images over Base Amount	232.63	232.63	0.00	2/17/2026
[GFCOM] Gordon Flesch	15486778	2/01/2026	Upstairs - annual contract	699.72	699.72	0.00	2/09/2026
[GFCOM] Gordon Flesch	15486779	2/01/2026	1/27/25-1/26/26 Downstairs Images over base amount	226.70	226.70	0.00	2/09/2026
[GLCFire] Green lake County fire Association	021226	2/12/2026	2026 Dues for Berlin Fire Department	50.00	50.00	0.00	2/09/2026
[GLCO-02] GREEN LAKE COUNTY TREASURER	021726	2/17/2026	February Tax Settlement	510,967.29	510,967.29	0.00	2/17/2026
[06-00005391-00-0] HABITAT FOR HUMANITY	2026-04	2/03/2026	OVERPAMENT	1.01	1.01	0.00	2/03/2026
[HealthPartners] HealthPartners	2026-04	2/13/2026	Pay period ending 2/07/2026,Health Insurance - Focused,Health Insurance-Broad	2,522.35		2,522.35	
[HealthPartners] HealthPartners	2026-04	2/13/2026	Pay period ending 2/07/2026,Health Insurance - Focused,Health Insurance-Broad	1,242.96		1,242.96	
[HealthPartners] HealthPartners	2026-04	2/13/2026	Pay period ending 2/07/2026,Health Insurance-Broad,Health Insurance - Focused	893.43		893.43	
[Homan Ford, Inc.] Homan Ford, Inc.	26076	2/23/2026	Property Services Vehicles	2,335.89	2,335.89	0.00	2/26/2026
[02-00005125-01-8] IDLEWILD HOLDINGS, LLC	60213340	2/10/2026	Batteries	297.90	297.90	0.00	2/09/2026
[IBU] INTERSTATE BATTERY	8683250	2/17/2026	Professional Services	80.29	80.29	0.00	2/20/2026
[JTUAB] JTU ABSORBTCH, INC.	26073	2/23/2026	Property Services Vehicles	414.51	414.51	0.00	2/26/2026
[JEFFERSON FIRE & SAFETY, INC.] JEFFERSON FIRE & SAFETY, INC.	3325	2/04/2026	FROZEN WATER MAIN ON WISCONSIN ST	480.00	480.00	0.00	2/06/2026
[JOHN KRINGS] JOHN KRINGS & SONS WELDING LLC	14586	2/04/2026	PLANT-REPLACE MAIN BOILER RM VALVE	542.14	542.14	0.00	2/13/2026
[JLE] JON LUNDT ELECTRIC	14595	2/09/2026	WELDER	122.00	122.00	0.00	2/13/2026
[JLE] JON LUNDT ELECTRIC	14600	2/19/2026	WELL # 6 -VALVE LIMIT SWITCH ADJUSTMENT	183.00	183.00	0.00	2/27/2026
[01-00001177-05-0] KUGLIN, DYLAN	020226	2/03/2026	OVERPAYMENT	21.18	21.18	0.00	2/03/2026
[Kwik Trip] Kwik Trip Attn: Credit Dept.	12988	2/02/2026	Supplies	19.27	19.27	0.00	2/11/2026
[Ladysbug ] Ladysbug	12988	2/11/2026	Plant for Robert Dewhurst	75.00	75.00	0.00	2/20/2026

**City of Berlin WI**  
**Accounts Payable Status Report from 2/01/2026 to 2/27/2026**

Lookup & Org Name	Invoice Number	Invoice Date	A/P Description	Original A/P Owed	Paid Amt To Date	Balance Due Run Date	Check Number
[Legacy Dinner Theater] Legacy Dinner Theater	022526	2/25/2026	Senior Center Trip	764.40	764.40	0.00	2/25/2026
[1264] Majeskie, Britani K	021226	2/12/2026	Mileage for Election Training	28.00	28.00	0.00	2/09/2026
[MGD INDUSTRIAL CORP] MGD INDUSTRIAL CORP	244418	2/02/2026	Operating Supplies	83.25	83.25	0.00	2/20/2026
[0422] MIRR, DEBRA A	021126	2/11/2026	Reimbursement for Laundry cost	45.00	45.00	0.00	2/11/2026
[0422] MIRR, DEBRA A	022526	2/25/2026	Reimbursement for Shoes	83.98	83.98	0.00	2/25/2026
[Modern Dairy] Modern Dairy	020226	2/01/2026	Senior Center Meals	548.62	548.62	0.00	2/11/2026
[MODRENT] MODERN RENTALS, INC	16914,338574,24	2/02/2026	Operating Supplies	56.00	56.00	0.00	2/20/2026
[MODRENT] MODERN RENTALS, INC	339307	2/11/2026	Part #596687493	114.99	114.99	0.00	2/09/2026
[MODRENT] MODERN RENTALS, INC	339431	2/18/2026	Operating Supplies	144.89	144.89	0.00	2/20/2026
[MPTC] MORAINÉ PARK TECHNICAL COLLEGE	021726	2/17/2026	Feb Tax Settlement Waushara County-\$3245.49 Green Lake County-\$58784.99	62,030.48	62,030.48	0.00	2/17/2026
[MSA] MSA	026301	2/25/2026	2026 GIS SUPPORT	1,854.00	1,854.00	0.00	2/27/2026
[03-00001037-15-0] MUSTARD ACRES LLC	26077	2/03/2026	OVERPAYMENT	1,997.09	1,997.09	0.00	2/03/2026
[NIELSON] NIELSON COMMUNICATION	26077	2/23/2026	Equipment Maintenance	39.99	39.99	0.00	2/26/2026
[NILE XPEDITE] NILEXPEDITE SOLUTIONS	2212	2/10/2026	WET LOADS 1/27/26 & 1/29/26	900.00	900.00	0.00	2/13/2026
OF WISCONSIN LLC							
[01-00002113-02-8] OBRIST, USA	2026-01	2/06/2026	Lisa's Quick Cleaning Service	525.00	525.00	0.00	2/17/2026
[1206] Parsons, Lucas V	020326	2/03/2026	Witness Fees	6.00	6.00	0.00	2/03/2026
[PLANTZ] Plantz, Dennis	021226	2/12/2026	February 2025 Health Reimbursement	271.68	271.68	0.00	2/13/2026
[01-00000811-00-1] PODDOLL, GARY	021326	2/13/2026	Retiree Health Insurance - COBRA for S. Podoll	750.99	750.99	0.00	2/13/2026
[Princeton] Princeton Utilities	26074	2/23/2026	Feb 2026 Utilities	219.55	219.55	0.00	2/26/2026
[Pulvermacher Enterprises] Pulvermacher Enterprises, Inc.	26075	2/23/2026	Equipment & Structures	664.40	664.40	0.00	2/26/2026
[RENNERT'S] RENNERT'S FIRE EQUIP SERVICE	26072	2/26/2026	Property Services Vehicles	1,297.64	1,297.64	0.00	2/26/2026
[02-00001073-00-5] RIVER SHORES CHURCH	020526	2/05/2026	Deposit for Election Spot	200.00	200.00	0.00	2/05/2026
[Robert Dewhurst] Robert Dewhurst Family	020526	2/05/2026	Memorial	75.00	75.00	0.00	2/05/2026
[0650] SCHMIDT, JOSHUA K	022626	2/26/2026	Reimbursements Hotel for Stephen Webster - \$355.26 Uniforms - J. Schmidt - \$92.69 March 2026 Invoice	447.95	447.95	0.00	2/26/2026
[SFG] SECURIAN FINANCIAL GROUP	021226	2/12/2026		1,222.67	1,222.67	0.00	2/13/2026

**City of Berlin WI**  
**Accounts Payable Status Report from 2/01/2026 to 2/27/2026**

Lookup & Org Name	Invoice Number	Invoice Date	A/P Description	Original A/P Owed	Paid Amt To Date	Balance Due Run Date	Check Number
[Northwoods] Superior Chemical, LLC	434564	2/04/2026	Operating Supplies	621.09	621.09	0.00	2/20/2026
[Northwoods] Superior Chemical, LLC	434565	2/04/2026	Operating Supplies	976.67	976.67	0.00	2/20/2026
[SHERWIN-WILLIAMS] THE SHERWIN-WILLIAMS CO.	98553104450226	2/05/2026	5 GAL AMSL TRDPLX EX WHITE	449.24	449.24	0.00	2/27/2026
[US CELL] U S CELLULAR	0789938280	2/16/2026	MONTHLY SERVICE CHARGES 2/16/26 TO 3/15/26	388.07	388.07	0.00	2/27/2026
[Unique] Unique Management Services, Inc.	61505810	2/01/2026	Placements	34.95	34.95	0.00	2/17/2026
[USPSU010] US POSTAL OFFICE- POST MASTER	020226	2/02/2026	Postage	3,900.00	3,900.00	0.00	2/02/2026
[USPSU010] US POSTAL OFFICE- POST MASTER	FEB 2026 BILLING	2/06/2026	FEBRUARY 2026 BILLS	1,024.63	1,024.63	0.00	2/06/2026
[1052] Wagner, Johnathan P	26052	2/09/2026	Uniform Reimbursement	78.74	78.74	0.00	2/13/2026
[WM] WASTE MANAGEMENT	0036189-04414-2	2/02/2026	January 2026 Service	34,561.75	34,561.75	0.00	2/09/2026
[WM] WASTE MANAGEMENT	0036240-0414-3	2/02/2026	Sr Center Recycling contamination charge Incident 12/5/2025	30.00	30.00	0.00	2/20/2026
[WAUSCO] WAUSHARA COUNTY	021726	2/17/2026	February Tax Settlement	30,904.94	30,904.94	0.00	2/17/2026
[WI Department of Transportation ] WI Department of Transportation	395-0000428731	2/02/2026	Connecting Hwy - Huron Street	3,683.33	3,683.33	0.00	2/17/2026
[WI PHY INS] WI Physician Insurance	2026-04	2/13/2026	Pay period ending 2/07/2026,EmpHealth	18,955.31	18,955.31	0.00	2/09/2026
[WI PHY INS] WI Physician Insurance	2026-04	2/13/2026	Pay period ending 2/07/2026,EmpHealth	13,003.52	13,003.52	0.00	2/09/2026
[WI PHY INS] WI Physician Insurance	2026-04	2/13/2026	Pay period ending 2/07/2026,EmpHealth	8,922.25	8,922.25	0.00	2/09/2026
[WI SCTF] WI SCTF	020626	2/06/2026	Garnishment - Child Support Dylan Saylor - Payroll Date 02/06/2026	111.23	111.23	0.00	2/09/2026
[WPPA] WISCONSIN PROFESSIONAL POLICE	27043	2/01/2026	Union Dues	470.00	470.00	0.00	2/03/2026
[114901] WIZIK/CARLSON, BENJAMIN/BRUCE	2/03/2026	2/03/2026	OVERPAYMENT	31.62	31.62	0.00	2/03/2026
<b>Report Totals:</b>				<b>1,595,764.34</b>			<b>106,274.93</b>

CITY OF BERLIN

PAYROLL FOR FEBRUARY - 2026

Net Payroll

PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	AMBULANCE	UTILITY
2/13/2026	4	General City	57,476.71		
2/13/2026	4	Ambulance		44759.61	
2/13/2026	4	Utility			11,642.45
2/27/2026	5	General City	64,176.88		
2/27/2026	5	Ambulance		40306.16	
2/27/2026	5	Utility			12,481.85
TOTAL MONTHLY PAYROLL			\$121,653.59	\$85,065.77	\$24,124.30



140 W. Huron St.  
PO Box 310  
Berlin, WI 54923

855.876.1500  
www.FortifiBank.com

CITY OF BERLIN  
GENERAL CITY FUND  
PO BOX 272  
BERLIN WI 54923-0272



Statement Date: 01/30/2026

Account No.: XXXXXXXXXX

**NOW ACCOUNT SUMMARY**

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 12/31/25		1,181,815.90 ✓
Deposits	4	574,482.55+
Debits	93	2,858,235.89
Automatic Withdrawals	40	664,386.56
Automatic Deposits	9	3,637,816.71+
Miscellaneous Fees	3	50.00 ✓
Interest Added This Statement		293.94+ ✓
Ending Balance On 01/30/26		1,871,736.65 ✓
Annual Percentage Yield Earned	0.15%	
Interest Paid This Year	293.94	
Interest Paid Last Year	1,015.12	
Average Balance (Ledger)	2,384,169.86+	

Direct Inquiries About Electronic Entries To:  
Phone: (855) 876-1500

**ALL CREDIT ACTIVITY**

Date	Type	Amount	Date	Type	Amount	Date	Type	Amount
01/09/26	Deposit	✓ 213,362.12	01/22/26	Deposit	✓ 331,537.07			
01/16/26	Deposit	✓ 16,319.84	01/30/26	Deposit	✓ 13,263.52			

Date	Description	Amount
01/05/26	STATE OF WISCONS WI PS ACH - <i>Compacting Hwy</i>	✓ 13,551.45 ✓
01/05/26	STATE OF WISCONS WI PS ACH - <i>Compacting Hwy</i>	✓ 60,781.79 ✓
01/07/26	ACH RET UTLA BALCOM	✓ 125.00 ✓
01/07/26	36 TREAS 310 MISC PAY <i>ehs</i>	✓ 892.00 ✓
01/09/26	015 TREAS 310 MISC PAY <i>ehs</i>	✓ 499.92 ✓
01/13/26	JANUARY SETTLEMENT FOR PROPERTY TAXES-INTERNET TRANSFER FROM CHK 1924 TO CHK 0028 2773990	✓ 3,549,026.33 ✓
01/21/26	DENNIS PLANTZ AUTO DEPOSIT COMING FROM GC INSTEAD OF BENEFIT ACCOUNT - 2025 BENEFIT PAYMENTS-INTERNET TRANSFER FROM CHK5639 TO CHK 0028 9010166	✓ 5,723.64 ✓
01/26/26	STATE OF WISCONS WI PS ACH <i>ehs</i>	✓ 5,418.00 ✓
01/29/26	STATE OF WISCONS WI PS ACH <i>ehs</i>	✓ 1,798.58 ✓
01/30/26	INTEREST PAID	293.94 ✓

Continued

1/20/1



# Fortifi Bank

FINANCIAL SERVICES STATEMENT

140 W. Huron St.  
PO Box 310  
Berlin, WI 54923

855.876.1500  
www.FortifiBank.com

Statement Date: 01/30/2026

Account No.: XXXXXXXXXX

## ELECTRONIC DEBITS

Date	Description	Amount
01/02/26	COVER PAYROLL-INTERNET TRANSFER FROM CHK 0028 TO CHK 0562 7357882	100,000.00
01/02/26	CITY OF BERLIN GC #1	58,806.52
01/02/26	CITY OF BERLIN EE - HSA <i>Payments</i>	4,137.77
01/02/26	CITY OF BERLIN 26 ER HSA <i>Payments ER</i>	3,718.75
01/02/26	CITY OF BERLIN RET HEALTH	649.00
01/05/26	IRS USATAXPYMT	37,742.66
01/05/26	EMPOWER EMPOWER	1,924.61
01/05/26	NORTH SHORE BANK CITY OF BE	250.00
01/06/26	WM STOP PAYMENT 2001465862	1,000.00
01/06/26	DEP ITEM RETURN FEE	10.00
01/06/26	WI DEPT REVENUE TAXPAYMNT <i>WI Tax Payroll</i>	6,737.17
01/08/26	ELAN FINANCIAL AUTOPAY	7,606.28
01/08/26	FLEETCOR FUNDING BT0107	4,589.97
01/16/26	CITY OF BERLIN GC #2	75,748.86
01/16/26	IRS USATAXPYMT	43,862.76
01/16/26	CITY OF BERLIN EE - HSA	4,137.77
01/16/26	NORTH SHORE BANK CITY OF BE	250.00
01/20/26	EMPOWER EMPOWER	1,992.32
01/21/26	JANUARY HEALTH BENEFITS-INTERNET TRANSFER FROM CHK 0028 TO CHK 5639 5838223	37,512.11
01/22/26	U.S. CELLULAR CELLULAR	406.15
01/26/26	ALLIANT - WPL PAYMENT	25.36
01/28/26	ALLIANT - WPL PAYMENT	6,692.85
01/28/26	ALLIANT - WPL PAYMENT	2,694.63
01/28/26	ALLIANT - WPL PAYMENT	2,480.13
01/28/26	ALLIANT - WPL PAYMENT	2,147.32
01/28/26	ALLIANT - WPL PAYMENT	1,948.82
01/28/26	ALLIANT - WPL PAYMENT	1,335.44
01/28/26	ALLIANT - WPL PAYMENT	1,316.18
01/28/26	ALLIANT - WPL PAYMENT	920.57
01/28/26	ALLIANT - WPL PAYMENT	373.60
01/28/26	ALLIANT - WPL PAYMENT	126.27
01/28/26	ALLIANT - WPL PAYMENT	40.31
01/28/26	ALLIANT - WPL PAYMENT	25.40
01/28/26	ALLIANT - WPL PAYMENT	20.14
01/30/26	EMPLOYE TRUST FU WRS REMIT	88,753.71
01/30/26	CITY OF BERLIN GC #3	60,212.52
01/30/26	EMPLOYE TRUST FU WRS REMIT	46,849.36
01/30/26	IRS USATAXPYMT	38,383.56
01/30/26	WI DEPT REVENUE TAXPAYMNT	14,579.92
01/30/26	CITY OF BERLIN EE - HSA	4,137.77
01/30/26	NORTH SHORE BANK CITY OF BE	250.00
01/30/26	ACH ORIGINATION FEE	10.00
01/30/26	POSITIVE PAY	30.00

*Alliant  
- 20,147.02*

Continued

1/20/2



# Fortifi Bank

FINANCIAL SERVICES STATEMENT

140 W. Huron St.  
PO Box 310  
Berlin, WI 54923

855.876.1500  
www.FortifiBank.com

Statement Date: 01/30/2026

Account No.: [REDACTED]

## CHECKS AND OTHER DEBITS

\* Indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
01/07/26	43275	✓ 483.04	01/14/26	71534	✓ 530.60	01/30/26	71568	✓ 550.00
01/02/26	43276	✓ 600.40	01/15/26	71535	✓ 566.25	01/27/26	71569	✓ 299.00
01/20/26	43278*	✓ 759.08	01/14/26	71536	✓ 80.29	01/27/26	71570	✓ 117.80
01/16/26	43279	✓ 1,169.48	01/28/26	71537	✓ 1,898.00	01/27/26	71571	✓ 1,997.66
01/27/26	43280	✓ 566.07	01/23/26	71538	✓ 296.28	01/29/26	71572	✓ 19.00
01/27/26	43281	✓ 678.46	01/21/26	71539	✓ 1,175.00	01/29/26	71573	✓ 101.52
01/09/26	71430*	✓ 100.00	01/22/26	71540	✓ 867.70	01/29/26	71574	✓ 59.04
01/08/26	71431	✓ 392.73	01/13/26	71541	✓ 2,058.37	01/27/26	71575	✓ 446.33
01/05/26	71466*	✓ 289.55	01/13/26	71542	✓ 33,766.00	01/27/26	71578*	✓ 124.95
01/02/26	71492*	✓ 325.50	01/15/26	71543	✓ 500.00	01/28/26	71579	✓ 1,249.75
01/02/26	71501*	✓ 19.00	01/15/26	71544	✓ 488.89	01/27/26	71583*	✓ 340.00
01/02/26	71504*	✓ 124.95	01/20/26	71545	✓ 44.00	01/28/26	71584	✓ 3,944.44
01/06/26	71505	✓ 337.50	01/14/26	71546	✓ 5,300.00	01/29/26	71585	✓ 1,145.47
01/06/26	71507*	✓ 1,608.13	01/14/26	71547	✓ 68.00	01/27/26	71586	✓ 500.00
01/07/26	71509*	✓ 818.00	01/09/26	71548	✓ 50.00	01/26/26	71587	✓ 59.97
01/07/26	71510	✓ 36.99	01/16/26	71549	✓ 5,578.00	01/27/26	71588	✓ 2,563.95
01/08/26	71514*	✓ 32,902.20	01/23/26	71550	✓ 107,767.49	01/27/26	71589	✓ 702.42
01/05/26	71516*	✓ 368.24	01/20/26	71551	✓ 1,280,988.80	01/30/26	71590	✓ 13,510.00
01/07/26	71517	✓ 169.98	01/26/26	71552	✓ 28,726.98	01/28/26	71591	✓ 2,046.32
01/06/26	71519*	✓ 415.00	01/20/26	71553	✓ 910,507.68	01/27/26	71593*	✓ 215.20
01/08/26	71522*	✓ 7,000.00	01/26/26	71554	✓ 6,037.57	01/28/26	71595*	✓ 10,000.00
01/02/26	71524*	✓ 200.00	01/29/26	71556*	✓ 81.55	01/27/26	71596	✓ 1,718.60
01/13/26	71525	✓ 1,712.89	01/29/26	71557	✓ 50.00	01/27/26	71597	✓ 222.46
01/16/26	71526	✓ 580.00	01/23/26	71558	✓ 543.75	01/28/26	71598	✓ 32,902.20
01/20/26	71527	✓ 370.25	01/30/26	71560*	✓ 150.00	01/29/26	71600*	✓ 2,553.00
01/14/26	71528	✓ 1,748.35	01/29/26	71561	✓ 134.24	01/30/26	71602*	✓ 575.00
01/14/26	71529	✓ 5,447.23	01/28/26	71562	✓ 6,710.00	01/27/26	71603	✓ 49.89
01/16/26	71530	✓ 140.12	01/30/26	71563	✓ 519.15	01/27/26	71604	✓ 2,000.00
01/13/26	71531	✓ 1,625.00	01/30/26	71564	✓ 342.49	01/27/26	71605	✓ 136.58
01/14/26	71532	✓ 470.00	01/26/26	71565	✓ 832.92	01/28/26	71606	✓ 350.00
01/15/26	71533	✓ 24,280.41	01/30/26	71567*	✓ 120.00	01/28/26	71607	✓ 295,216.79

## DAILY BALANCE SUMMARY

Beginning Ledger Balance on 12/31/25 was 1,181,815.90

Date	Balance	Date	Balance
01/02/26	1,013,234.01	01/14/26	4,693,833.84
01/05/26	1,046,992.19	01/15/26	4,667,998.29
01/06/26	1,036,884.39	01/16/26	4,552,851.14
01/07/26	1,036,393.38	01/20/26	2,358,189.01
01/08/26	983,902.20	01/21/26	2,325,225.54
01/09/26	1,197,614.24	01/22/26	2,655,488.76
01/13/26	4,707,478.31	01/23/26	2,546,881.24
		01/26/26	2,516,616.44
		01/27/26	2,503,937.07
		01/28/26	2,129,497.91
		01/29/26	2,127,152.67
		01/30/26	1,871,736.65

Continued

1/20/3



# Fortifi Bank

   
FINANCIAL SERVICES STATEMENT

140 W. Huron St.  
PO Box 310  
Berlin, WI 54923

855.876.1500  
[www.FortifiBank.com](http://www.FortifiBank.com)

Statement Date: 01/30/2026

Account No.: 

This Statement Cycle Reflects 30 Days

The Interest Earned And The Annual Percentage Yield Earned  
Are Based On The Period 01/01/2026 Through 01/30/2026

**City of Berlin WI  
Reconciliation - 100 Fortifi GC**

Run: 3/02/2026 @ 3:52 PM

Page: 1

Closing Balance from Previous Statement.....	12/31/2025	1,181,815.90
11 Deposits and Other Additions Totaling.....		657,549.29
278 Checks and Other Withdrawls Totaling.....		3,385,120.34
4 Adjustments Totaling.....		3,417,237.86
0 Voids Totaling.....		0.00
Service Charge.....	1/30/2026	40.00
Interest Earned.....	1/30/2026	293.94
Closing Balance for this Statement.....	1/30/2026	1,871,736.65
Difference.....		0.00

Cash Balance from General Ledger.....	1/30/2026	2,582,964.24
Open Activity from Bank Register.....		711,481.53
Adjustment for Service Charges and Interest.....		253.94
General Ledger Reconciliation to Statement.....		1,871,736.65

Date	Check	Tc	Void Description	Amount
<b>Total Voids:</b>				<b>0.00</b>

Date	Reference	Deposit Description	Amount
✓ 1/05/2026			13,551.45
✓ 1/05/2026			60,781.79
✓ 1/07/2026			125.00
✓ 1/07/2026			892.00
✓ 1/09/2026			499.92
✓ 1/09/2026	0000177	GC Deposit 1/9/25	213,362.12
✓ 1/16/2026	0000178	GC 01/16/2026	16,319.84
✓ 1/22/2026	0000179	GC 01/22/2026	331,537.07
✓ 1/26/2026			5,418.00
✓ 1/29/2026			1,798.58
✓ 1/30/2026	0000180	GC 01/30/2026	13,263.52
<b>Total Deposits:</b>			<b>657,549.29</b>

Date	Check	To	Check Description	Amount
✓ 11/21/2025	0071430	[Waushara County Fire Chief Association, Inc. ] Waushara County Fire Chief Assoc	Annual Association Fee	100.00
✓ 11/21/2025	0071431	[MODRENT] MODERN RENTALS, INC	Invoices 337330, 337547, 337593, W17091	392.73
✓ 11/21/2025	0071466	[KRAUSE'S SERVICE, INC.] KRAUSE'S SERVICE, INC.	Invoices 09611, 09613, 09623	289.55
✓ 12/11/2025	0043275	[1265] Hahn, Teegan M	Payroll Taken out of account instead of going in. \$241.52 x 2 GC #26	483.04
✓ 12/14/2025	0000001	[1236] Darnick, Colton L		600.40
✓ 12/17/2025	0071492	[MWT] MIDWEST TAPE	Digital	325.50
✓ 12/23/2025	0071501	[Corp net ] Corporate Network Solutions, Inc	Invoices 81139, 81152	19.00
✓ 12/23/2025	0071504	[DTN] DTN, LLC	Weather Sentry Onlne Services	124.95
✓ 12/23/2025	0071505	[KEG] KUNKEL ENGINEERING GROUP	Review possible vacation of River Street	337.50
✓ 12/23/2025	0071507	[FIS] Fire Inspeclion Services	October 1-31, 2025	1,608.13
✓ 12/23/2025	0071509	[APPAREL ART EMBROIDERY, LLC] APPAREL ART EMBROIDERY, LLC	Safety Clothes	818.00
✓ 12/23/2025	0071510	[MODRENT] MODERN RENTALS, INC	SKID PLATE.BLK	36.99
✓ 12/23/2025	0071514	[WM] WASTE MANAGEMENT	November 2025 Service	32,902.20
✓ 12/23/2025	0071516	[CIN] CINTAS	Supplies	368.24
✓ 12/23/2025	0071517	[CHCOMM - POOL] Charter Communication	Pool 12/13-01/12/2026	169.98
✓ 12/23/2025	0071519	[COMOFF] Complete Office of Wisconsin	Copy Paper	415.00
✓ 12/23/2025	0071522	[BAIRD & CO., ROBERT W.] BAIRD & CO., ROBERT W.	2025 Budget Accounting Assistance	7,000.00

## City of Berlin WI Reconciliation - 100 Fortifi GC

Date	Check	To	Check Description	Amount
✓ 1/02/2026		[HSA Payments ER] HSA Payments ER		3,718.75
✓ 1/02/2026		[HSA ] HSA Payments		4,137.77
✓ 1/02/2026		[Christianson, Doug] Christianson, Doug		649.00
✓ 1/02/2026	EFT		Pay period ending 12/27/2025	58,806.52
✓ 1/05/2026		[IRS] IRS Tax Payments		37,742.66
✓ 1/05/2026		[Empower] Empower Payments		1,924.61
✓ 1/05/2026		[North Shore] North Shore Payments		250.00
✓ 1/06/2026		[WM] WASTE MANAGEMENT		1,010.00
✓ 1/06/2026		[WI Tax ] WI Tax Payroll		6,737.17
✓ 1/07/2026	0071525	[BH20] Berlin Water & Sewer Department	December Water & Sewer	1,712.89
✓ 1/07/2026	0071526	[FINLINE] Finish Line Studios	Annual SSL certificate Annual Web Hosting	580.00
✓ 1/07/2026	0071527	[Corp net ] Corporate Network Solutions, Inc	Invoices 123125, 81424, 81436	370.25
✓ 1/07/2026	0071528	[AEW] Automatic Entrances of Wisconsin, Inc.	Front Door - City Hall	1,748.35
✓ 1/07/2026	0071529	[KEG] KUNKEL ENGINEERING GROUP	Services through 11/30/25 Building Inspection	5,447.23
✓ 1/07/2026	0071530	[PBR] PITCH BLACK REPAIR LLC	Repair on two trucks	140.12
✓ 1/07/2026	0071531	[Earthworks] Earthworks Land Services	Snow Hawling	1,625.00
✓ 1/07/2026	0071532	[WPPA] WISCONSIN PROFESSIONAL POLICE	Union Dues - January 2026	470.00
✓ 1/07/2026	0071533	[LIR] LIR Transportation LLC	December 2025 Taxi	24,280.41
✓ 1/07/2026	0071534	[MPC] Meyer's Pressure Cleaners, Inc.	Pool Pressure Washer	530.60
✓ 1/07/2026	0071535	[GFCOM] Gordon Flesch	Clerks Office Images over base amount	566.25
✓ 1/07/2026	0071536	[ITUAB] ITU ABSORBTECH, INC.	Rugs/Towels	80.29
✓ 1/07/2026	0071537	[BS&E] Brauer Supply & Equipment	Plow Blades	1,898.00
✓ 1/07/2026	0071538	[CIN] CINTAS	Soap - Mats	296.28
✓ 1/07/2026	0071539	[MOUNTAINEER] MOUNTAINEER COMPUTER SYSTEMS, INC.	Invoices 30040, 30041, 30109	1,175.00
✓ 1/07/2026	0071540	[CHCOM-SRCTR] Charter Communication III	Phone & Internet Service 12/21/2025-01/20/2026	867.70
✓ 1/07/2026	0071541	[AAC] Associated Appraisal Consultants	January 2026 Service	2,058.37
✓ 1/07/2026	0071542	[Baer Insurance ] Baer Insurance	3rd qtl for Worker's Comp and commercial General Liability & Auto Ins.	33,766.00
✓ 1/07/2026	0071543	[CEC] CEC	Agreement Berlin City Hall (Fire System)	500.00
✓ 1/07/2026	0071544	[BRIGHT] Brightspeed	service 11-9/12-8 2025	488.89
✓ 1/07/2026	0071545	[TCAW] THEDACARE AT WORK	Random Drug Screen Todd Henriksen	44.00
✓ 1/07/2026	0071546	[BAIRD & CO., ROBERT W.] BAIRD & CO., ROBERT W.	2025 Budget Accounting Assistance - additional payment	5,300.00
✓ 1/07/2026	0071547	[POMPS] Pomp's Tire Service, Inc.	Large Bore to Small Bore Adapter	68.00
✓ 1/08/2026		[FleetCor] FleetCor		4,589.97
✓ 1/08/2026		[ELAN-AUTOPAY] ELAN CREDIT CARDS		7,606.28
✓ 1/09/2026	0071548	[1051] Barton, Andrew L	Cash for Operating Supplles as Municipal Building Custodian	50.00
✓ 1/09/2026	0071549	[UBS FINANCIAL SERVICES INC] UBS FINANCIAL SERVICES INC	Fire Department	5,578.00
✓ 1/09/2026	0071550	[MPTC] MORAIN PARK TECHNICAL COLLEGE	Jan. Tax Settlement Waushara County-\$3016.78 Green Lake County-\$104,750.71	107,767.49
✓ 1/09/2026	0071551	[BASD] Berlin Area School District	Waushara Taxes-\$35859.20 Green Lake County - 1,245,129.60 Jan Tax Settlement	1,280,988.80
✓ 1/09/2026	0071552	[WAUSCO] WAUSHARA COUNTY	January Tax Settlement	28,726.98
✓ 1/09/2026	0071553	[GLCO-02] GREEN LAKE COUNTY TREASURER	January Tax Settlement	910,507.68
✓ 1/16/2026		[IRS] IRS Tax Payments		43,862.76
✓ 1/16/2026		[HSA ] HSA Payments		4,137.77
✓ 1/16/2026		[North Shore] North Shore Payments		250.00

**City of Berlin WI**  
**Reconciliation - 100 Fortifi GC**

Date	Check	To	Check Description	Amount
✓ 1/16/2026	0000001	[1236] Darnick, Colton L	GC #2	566.07
✓ 1/16/2026	EFT		Pay period ending 1/10/2026	759.08
✓ 1/16/2026	EFT		Pay period ending 1/10/2026	1,169.48
✓ 1/16/2026	EFT		Pay period ending 1/10/2026	75,748.86
✓ 1/20/2026		[Empower] Empower Payments		1,992.32
✓ 1/20/2026	0071554	[Brad Willis] Brad Willis	D&D Program	50.00
✓ 1/20/2026	0071555	[BREWER] Brewer Heating & Cooling	Replace furnace #4	6,710.00
✓ 1/20/2026	0071556	[COMOFF] Complete Office of Wisconsin	Office Supplies	519.15
✓ 1/20/2026	0071558	[GFCOM] Gordon Flesch	Images over Base Amount	134.24
✓ 1/20/2026	0071559	[MWT] MIDWEST TAPE	Audios	342.49
✓ 1/20/2026	0071560	[01-00002113-02-8] OBRIST, LISA	Cleaning Service	543.75
✓ 1/20/2026	0071561	[OEC] OTIS ELEVATOR COMPANY	Service Contract	832.92
✓ 1/20/2026	0071562	[Savannah Busnelli] Savannah Busnelli	Library Program	150.00
✓ 1/20/2026	0071563	[Unique] Unique Management Services, Inc.	Placements	81.55
✓ 1/20/2026	0071564	[WALS] Winnefox Automated Library Services	Invoices WLS4306, WLS4315, WLS4361	6,037.57
✓ 1/20/2026	0071567	[Corp net ] Corporate Network Solutions, Inc	Contractual Services	120.00
✓ 1/20/2026	0071568	[Custom Serv] Custom Service Information, LLC	Annual Policy Update	550.00
✓ 1/20/2026	0071569	[NETC] Northeast WI Technical College	Kenneth Johnson Detective Academy	299.00
✓ 1/20/2026	0071570	[KRAUSE'S SERVICE, INC.] KRAUSE'S SERVICE, INC.	25 Dodge Durango Oil change Rotate tires	117.80
✓ 1/20/2026	0071571	[APS] Advantage Police Supply	Equipment & Structures H-Lite A XIII A 1 Carrier	1,997.66
✓ 1/20/2026	0071572	[GFCOM] Gordon Flesch	Total Base/Misc. Charges	19.00
✓ 1/20/2026	0071573	Language Line Service, Inc.	Contractual Services	101.52
✓ 1/20/2026	0071574	[LLS] Language Line Services, Inc	Contractual Services	59.04
✓ 1/20/2026	0071575	[SFLM] SONDALLE FORD LINCOLN MERCURY	2023 Ford Explorer Flashing check engine light	446.33
✓ 1/20/2026	0071578	[DTN] DTN, LLC	Weather Service	124.95
✓ 1/20/2026	0071579	[HEXCO MOTORSPORTS] HEXCO MOTORSPORTS	Labor	1,249.75
✓ 1/20/2026	0071583	[BAYCOM INC] BAYCOM INC c/o OWNERS EDGE INC	XTS2500 Battery 1800mAh	340.00
✓ 1/20/2026	0071584	[Darley ] W. S. DARLEY & CO	Invoices 17573416, 17574597	3,944.44
✓ 1/20/2026	0071585	[RED POWER DIESEL SERVICE] RED POWER DIESEL SERVICE	Water Leaking from Tank Fill	1,145.47
✓ 1/20/2026	0071586	[S & G] S&G Excavating LLC	Excavator Assistance with Fire Suppression	500.00
✓ 1/21/2026	0071587	[WLS] Winnefox Library System		59.97
✓ 1/21/2026	0071588	[MSA] MSA	Oct & Nov Unique Management Services Comp Plan - replacement check	2,563.95
✓ 1/21/2026	0071589	[ALCIVIA] Alcivia	Fieldmaster	702.42
✓ 1/21/2026	0071590	[Corp net ] Corporate Network Solutions, Inc	Invoices 80719, 81453	13,510.00
✓ 1/21/2026	0071591	[KEG] KUNKEL ENGINEERING GROUP	Services through 12/31/2025	2,046.32
✓ 1/21/2026	0071593	[CULLWA] Culligan Water	Invoices 123125, 800884268	215.20
✓ 1/21/2026	0071595	[TPLLC] Thunder Pyrotechnics LLC	2026 Fireworks	10,000.00
✓ 1/21/2026	0071596	[ML&LG] Municipal Law & Litigation Group, S.C.	Legal Services - Economic Development-\$262.60 GC-\$1456	1,718.60
✓ 1/21/2026	0071597	[WI SCTF] WI SCTF	Garnishment - Child Support Dylan Saylor Payroll 1/2/26 & 1/16/26	222.46
✓ 1/21/2026	0071598	[WM] WASTE MANAGEMENT	December 2025 Service	32,902.20
✓ 1/21/2026	0071600	[BJN] BERLIN JOURNAL	Invoices 012126, 197227	2,553.00
✓ 1/21/2026	0071602	[City of Appleton] City Of Appleton	January 2026 Weights & Measures	575.00

**City of Berlin WI  
Reconciliation - 100 Fortifi GC**

Date	Check	To	Check Description	Amount
✓ 1/21/2026	0071605	[ALLNT] Alliant Energy/WPL	Nathan Strong Restroom	136.58
✓ 1/21/2026	0071606	[CONSOL] Convergent Solutions	ECS Software for 2026	350.00
✓ 1/22/2026		[US CELL] U S CELLULAR		406.15
✓ 1/26/2026		[ALLNT] Alliant Energy/WPL		20,147.02
✓ 1/27/2026	0071607	[02-00008187-00-2] FARMERS & MERCHANTS BANK	Payoff for loan 940494	295,216.79
✓ 1/30/2026		[WRF] WRF Payments		88,753.71
✓ 1/30/2026		[IRS] IRS Tax Payments		38,383.56
✓ 1/30/2026		[WRF] WRF Payments		46,849.36
✓ 1/30/2026		[WI Tax ] WI Tax Payroll		14,579.92
✓ 1/30/2026		[HSA ] HSA Payments		4,137.77
✓ 1/30/2026		[North Shore] North Shore Payments		250.00
✓ 1/30/2026	EFT		Pay period ending 1/24/2026	60,212.52
			<b>Total Checks:</b>	<b>3,385,120.34</b>

Date	Reference	Adjustment Description	Amount
✓ 1/02/2026			-100,000.00
✓ 1/13/2026		January Tax Settlement	3,549,026.33
✓ 1/21/2026		D. Plantz auto payment coming from GC instead of Benefit	5,723.64
✓ 1/21/2026			-37,512.11
<b>Total Adjustments:</b>			<b>3,417,237.86</b>

COMMON COUNCIL MEETING MINUTES  
TUESDAY, FEBRUARY 10, 2026 AT 7PM

1. Call to order/Roll Call- *Mayor Burgess called the meeting to order at 7:05PM. Alderpersons Boeck, Hill, Nigbor, Przybyl, Sorenson, and Stobbe were present. Staff present were City Administrator, Jessi Balcom; Deputy-Clerk Treasurer, Debra Thiel; and Assistant Chief of Police, Noah Knetzger*
2. Seat Virtual Attendees – *None.*
3. Pledge of Allegiance
4. General Public Comments – *None.*

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.

5. Waive the reading of ordinances and resolutions.
6. Accept and place on file reports from the City Clerk, Treasurer, and Building Inspector.
7. Approve payment of bills.
8. Approve minutes from the 1.13.2026 Common Council Meeting and 1.13.2026 Closed Session Common Council Meeting.
9. Remove loading zone at 123 S. Pearl Street and establish two 2-hour on-street parking spaces. RECOMMENDATION: Approve removal of the loading zone at 123 S. Pearl Street and establish two 2-hour parking spaces as recommended by the Committee of the Whole.
10. 2026 Budget Amendment and recognition of capital funds to be taken from reserves for 2024 and 2025. RECOMMENDATION: Move \$114,000 (\$38,000 for each year) from reserves to capital for squad car purchase and taser purchase as recommended by the Committee of the Whole.
11. Ordinance #02-26 An Ordinance Revising Setbacks in B-1 Business District  
RECOMMENDATION: Approve Ordinance #02-26 to revise setbacks in the B-1 Business District as recommended by the Plan Commission.
12. Ordinance #03-26 An Ordinance Revising Fee for Satellite Earth Station Permit Application  
RECOMMENDATION: Approve Ordinance #03-26 to revise the fee for Satellite Earth Station Permit Applications as recommended by the Plan Commission.
13. Ordinance #04-26 An Ordinance Amending Section 2-509 of the City of Berlin Municipal Code, to Reduce the Plan Commission Quorum Requirement from 5 Members to 4 Members.  
RECOMMENDATION: Approve Ordinance #04-26 to reduce the Plan Commission quorum requirement from 5 members to 4 members as recommended by the Plan Commission.

END OF CONSENT AGENDA

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

14. Appointment of Park and Recreation Commission member - *Alderson Przybyl made a motion to confirm the Mayor's appointment of Patrick Hanrahan to the Park and Recreation Commission, with a second by Alderson Sorenson. Voice vote carried.*
15. Authorize Police Department to apply for a Small, Rural and Tribal Department matching grant for Body Worn Cameras and supporting equipment/software, matching funds not to exceed \$30,000 – *Alderson Przybyl questioned if money was budgeted for this purpose. Assistant Chief Knetzger explained fund 15 roll over monies are used to pay for technology and the account currently has about \$85,000. Alderson Stobbe made a motion to authorize the Police Department to apply for a matching grant for Body Worn Cameras/equipment/software, matching funds not to exceed \$30,000, with a second by Alderson Nigbor. Voice vote carried.*
16. Class "B" (Picnic) License for Bugle Mouth Bass Fishing Tournament on July 25, 2026 at 455 River Drive. *Alderson Nigbor made a motion to approve a Temporary Class "B" License for the Berlin Bugle Mouth Bass Foundation Inc to allow the sale of fermented malt beverages at the Bugle Mouth Bass Fishing Tournament at 455 River Drive in Berlin on July 25, 2026, with a second by Alderson Stobbe. Voice vote carried.*
17. Municipal Court Attorney Fees – *Mayor Burgess explained the Council knew another bill would be received from Chier Law Office. City Administrator added that there would be another bill for services through January 22 and potentially into February with the transition to Dretske Law and explained that this is not the final bill from Chier, but is the final bill for 2025. Mayor Burgess asked City Administrator Balcom for the 2025 Chier charges to date which City Administrator Balcom stated was about \$287,000. Mayor Burgess questioned how much was budgeted for 2025, which was unknown at the time of the meeting, adding she was curious how far over budget these expenses were. City Administrator added that the money paid in 2025 does include some money for services in 2024. Mayor Burgess questioned how close to budget attorney fees are for this year. City Administrator discussed there would be expenses from Chier for the remainder of the contract term and Dretske Law. She added that Dretske Law has provided detailed billing so far, which is appreciated. She discussed that there would also be attorney fees incurred by the city attorney, outside legal, and municipal attorney fees. Discussion that the attorney fees were combined in the past, but are now separated. Alderson Hill made a motion to approve payment of 2025 Special Counsel and Municipal Court Attorney fees to Chier Law Office LLC, with a second by Alderson Przybyl. Voice vote carried.*
18. Request for proposals for the Future of the Berlin Aquatic Center – *City Administrator confirmed no changes to the Request for proposals for the Future of the Berlin Aquatic Center (RFP) were made since the last meeting. Mayor Burgess asked the Council if anyone had questions or had any changes to be made. Alderson Hill commented that she thought it was thorough. Mayor Burgess asked if the RFP would come back to Council again, or if*

*this was the final version. City Administrator explained that she would make any final edits and ask Adam Ruechel of Baird to review it. She asked if there were directives from Council to change. There were none. City Administrator Balcom was thanked for her work on the RFP.*

19. Old Business – *None.*

20. New Business – *None.*

21. Adjourn. *A motion to adjourn was made by Alderperson Stobbe, and seconded by Alderperson Nigbor. Voice vote carried. Meeting adjourned at 7:16PM.*

Respectfully submitted by,  
Brittani Majeskie, Deputy Clerk-Treasurer

DRAFT

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** First Floor Office Remodel – half wall  
**MEETING DATE:** March 10, 2026

**BACKGROUND**

Staff would like to move forward with a minor remodel to open up the first floor office area of the Clerk/Treasurer and Utilities. There is a hallway that runs from the Clerk's window area to the breakroom/rear stair access. The breakroom side wall is non-load bearing and would be made into a half wall. This would provide better communication and vision between the two departments.

Staff is consulting with the building inspector on this project. We do not have a cost estimate at this time, but do not anticipate it to be a significant expenditure, approximately \$1500. The cost will be split between the general fund and Utility. The work will be completed by the Department of Public Works.



**SUGGESTED MOTION**

This item is on the Consent Agenda.

Motion to approve the recommendation of the Committee of the Whole to remodel the first floor to create a half wall in the rear hallway.

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Waste Management Grant Funds  
**MEETING DATE:** March 10, 2026

**BACKGROUND**

Waste Management will donate \$1000 upon request to be used for environmental related projects or environmentally friendly related scholarship or charity. In 2025 the council approved the funds to be used to purchase a new water supply tower for the campground dump station. The cost for a new tower is approximately \$2300 with shipping. Staff is requesting that the funds for 2025 and 2026 be combined to purchase the water supply tower.

**SUGGESTED MOTION**

This item is on the consent agenda.

Motion to approve the recommendation of the Committee of the Whole to approve the \$1000 donation from Waste Management for the years 2025 and 2026 be used to purchase a new water supply tower for the campground.

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** CIP borrowing for 2026-2027  
**MEETING DATE:** March 10, 2026

**BACKGROUND**

The Capital Improvement Plan that was adopted by the Council last year lists more than \$3.5million in projects and needed equipment for 2026 and 2027. The Council advised that their plan moving forward would be to borrow \$2million every other year for Capital needs.

The CIP is meant to put all of the needs and future funding considerations in one place to help the Council determine the best way to utilize capital borrowings to address the needs of the City. Being that the total project and equipment costs for 2026-2027 exceed the amount that will be available through borrowing, enclosed is a prioritized list of projects and equipment needs. All other projects and equipment needs will be reprioritized for future years of the CIP, as unfunded 2026-2027 items will need to be readded to the list for a future borrowing.

The attached Proposed 2026-2027 Capital Borrowing is comprised of the projects and equipment listed on the Summary pages for each department/budget within the CIP, as well as items that have risen to the top of the priority list since the CIP was created. The CIP is a living document that will require updating annually to maintain effectiveness. The **funding** for items that are proposed to be prioritized/completed/purchased is shown in **bold**. The borrowing proposal number for the funding of rental software will be updated once actual numbers are available. Any additional available funds will be moved to contingency and utilized for projects within the 2026-2027 CIP.

It is anticipated that the 2028-2029 and 2030-2031 capital borrowings will be mostly consumed by funds needed to pay for the City's portions of the 2029 Hwy 91 DOT project and 2030 Hwy 49 DOT project. So it is imperative that the Council keep in mind that as projects and equipment get pushed to the next borrowing cycle, priorities will again need to be reviewed as there will be less funds to address other capital needs for approximately 5 years.

**SUGGESTED MOTION**

This item is on the consent agenda.

Motion to approve the recommendation of Committee of the Whole to approve the Proposed 2026-2027 Capital Borrowing priority list for the upcoming \$2million capital borrowing.



**CITY OF BERLIN  
COMMON COUNCIL  
STAFF REPORT**

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Amend Employee Handbook  
**MEETING DATE:** March 10, 2026

**BACKGROUND**

Enclosed is the revised version of the Employee Handbook, as well as the two sections that were reviewed at the Committee of the Whole.

I have updated the individual sections in track changes to show the revisions proposed by staff and reviewed (some further revised) by the Committee of the Whole. The full document is not in track changes – it is the current final version, if adopted by the Council. Staff will continue to bring the handbook to Council in sections for review and adoption.

The first section is “Introduction” and “General Government”

The Table of Contents has been updated in the revised version (the track changes version is not correct, as the numbers do not align due to the segments being saved separately).

**Employee Classifications**

1,945 was corrected to 1,950 (number of regularly scheduled hours for police officers due to shift schedule).

Categories 3 and 4 were deleted, as they do not apply to any employees.

**Employment of Relatives**

Clarification that relatives may only work in the same department if it is on separate crews in the EMS department.

**Residency Requirements**

This section notes the Council adopted residency requirement for sworn law enforcement of 50 miles (2.8.2022 Common Council meeting).

The requirement for Public Works, Water & Sewer, and the Custodian employees has been revised to 25 miles (was 15 miles).

**Loss of Driving Privileges**

Clarification was added as to by when an employee must notify the City of a loss of driving privileges. Changed to within 24 hours or at the start of their next shift, rather than within a reasonable period of time, and generalized the requirement for all/any reason of loss of privileges.

The second section is "Vacation, Holidays & Leaves"

Clarification is provided that a day equates to eight hours throughout the section.

#### Vacation

Employees will begin accruing vacation at the 2 weeks per year rate upon hire, rather than the granting of one week of vacation following the first year of employment. This is a significant recruitment issue.

I am proposing moving up the vacation accrual schedule to allow for the third week of vacation at year 6 rather than 7 and four weeks at year 13 rather than 20.

#### Personal Leave

I am proposing offering 24 hours of personal leave for EMS personnel that work 24 hour shifts.

#### Holidays

I am proposing to move to full days closures for all City recognized holidays. This would allow City Hall to be closed on New Year's Eve and Christmas Eve and provide for 8 hours of holiday pay for each holiday on which the City does not conduct business.

The requirement to have worked for the City for 90 days to receive holiday pay has been deleted.

#### Bereavement Leave

The requirement to have worked for the City for 90 days to receive bereavement leave has been deleted.

#### Jury Duty

This has been revised to include all employees, not just full-time employees.

#### Family & Medical Leave Act

D. Payments on FMLA Leave, removed the option of employees not to utilize their paid leave.

G. Worker's Compensation and Light Duty, noted employee shall give up benefits if they choose not to take offered light duty assignments.

### **SUGGESTED MOTION**

Motion to adopt the Employee Handbook dated March 10, 2026, including revision to the "Introduction", "General Government" and "Vacation, Holidays & Leaves" sections.



**CITY OF BERLIN  
EMPLOYEE HANDBOOK  
Updated: Jan 9, 2018**

## TABLE OF CONTENTS

<b>INTRODUCTION</b> .....	4
City of Berlin Employment Policy Making .....	4
Employment at Will .....	4
<b>GENERAL EMPLOYMENT</b> .....	5
Employee Classifications .....	5
Unions .....	6
Employment of Relatives .....	6
Employee Records .....	6
Termination, Resignation and Discharge .....	6
Residency Requirements .....	7
Licenses & Certifications .....	7
Loss of Driving Privileges .....	8
Reference/Background Checks .....	8
Job Vacancies & Recruitment .....	8
<b>EMPLOYEE BENEFITS</b> .....	10
Medical Insurance .....	10
Post-Retirement Health Insurance Benefits .....	10
COBRA .....	11
Life Insurance .....	11
Retirement Savings Plan .....	11
Employee Assistance Program (EAP) .....	12
Service Awards .....	12
Worker's Compensation .....	12
Travel & Expenses .....	12
<b>COMPENSATION &amp; WORK SCHEDULE</b> .....	13
Outside Employment .....	13
Attendance & Punctuality .....	13
Breaks .....	13
General Pay Information .....	14
Overtime .....	14
Compensatory Time .....	14
Pay Schedule .....	15
Performance Reviews and Salary Increases .....	15
Time Records .....	15
Work Hours .....	15
<b>VACATION, HOLIDAYS &amp; LEAVES</b> .....	16
Vacation .....	16
Sick Leave .....	16
Personal Leave .....	17
Holidays .....	18
Bereavement Leave .....	18
Military Leave .....	19
Jury Duty .....	19
Time Off From Work In Connection With Court Cases .....	19
Time Off To Vote .....	20

Family & Medical Leave Act .....	20
Leaves of Absence.....	25
<b>ANTI-DISCRIMINATION &amp; HARASSMENT .....</b>	<b>26</b>
Prohibited Behavior .....	26
Harassment by Non-employees .....	26
Complaint Procedure and Investigation .....	26
Retaliation.....	27
Equal Opportunity Policy .....	27
Americans w/Disabilities Act.....	27
<b>CONDUCT STANDARDS.....</b>	<b>28</b>
Zero Tolerance for Workplace Violence .....	28
Workplace Solicitation .....	28
Smoking Policy.....	28
Progressive Discipline .....	29
Grievances .....	29
<b>ETHICAL AND LEGAL BUSINESS PRACTICES .....</b>	<b>33</b>
Compliance.....	33
Complying with Laws and Regulations .....	33
Conflict of Interest.....	33
Accounting and Financial Reports.....	33
Employee Privacy and Other Confidential Information.....	33
Giving and Receiving Gifts .....	34
Drug and Alcohol Policy .....	34
Dating in the Work Place.....	35
Political Activity.....	35
Company Equipment and Vehicles.....	36
Access to City Buildings/Offices .....	36
Handling of and Responsibility of City Credit Credit Cards .....	37
Dress Code Policy .....	37
Tattoos, Body Art, and Hairstyles Policies .....	39
<b>COMPUTER &amp; COMMUNICATION USE POLICY .....</b>	<b>41</b>
Telephone Usage .....	42
Special Cell Phone/Electronic Device Use Policy .....	42
Personal Mail .....	44
E-mail Usage .....	44
Internet Usage.....	44
Software Policy.....	44
<b>SAFETY &amp; EMERGENCY .....</b>	<b>45</b>
Safety .....	45
Fire Safety .....	45
Emergency Measures.....	45
<b>ACKNOWLEDGEMENT .....</b>	<b>46</b>

## INTRODUCTION

### **CITY OF BERLIN EMPLOYMENT POLICY MAKING**

The Common Council and other Boards and Commissions have the authority to approve the personnel policies as provided for in Wisconsin State Statutes. The City Administrator recommends policy changes to the appropriate governing body, and is responsible for the effective and efficient administration of all personnel policies, which are adopted by the Common Council. Upon hiring, each employee shall receive an Employee Handbook and be responsible for the policies and procedures within it. An acknowledgment form will be signed and placed in the employee's personnel file.

The City of Berlin may, at any time, in its discretion, modify any provisions of this Handbook and make any decisions it deems necessary for the efficient operations of the City. This Handbook shall not forfeit or abridge any rights, which the City may have as an employer.

From time to time, supplements to this Handbook will be issued. Employees shall be required to review these supplements and incorporate them into the original Handbook.

The policies, procedures, rules and regulations set forth in this Handbook shall be applicable to all City of Berlin employees including sworn and non-sworn personnel, except for volunteers (whether paid a nominal fee or not) as such volunteers are covered under a separate Volunteer Handbook. They shall take precedent to any previously adopted work rules with the exception of any policy or procedures established in an existing and valid Collective Bargaining Agreement or Employment Agreement. In such an event, the language in the Collective Bargaining Agreement or an Employment Agreement shall be considered binding. Where such agreements do not address certain areas, this Handbook shall be effective. Although this Handbook establishes general policies for the City of Berlin, if a departmental policy or Handbook exists to enhance departmental effectiveness and is more stringent, this Handbook shall not supplant those departmental rules and regulations.

### **EMPLOYMENT AT WILL**

Unless expressly prescribed by statute or contract, ~~all City employees~~ all City employees' employment is "at will", which means they may be terminated at any ~~time and for any reason~~, with or without advance notice and with or without cause. Employees are also free to quit at any time. Any employment relationship other than *at will* must be set out in writing and approved and adopted by the Common Council. None of the statements, policies, procedures, rules or regulations contained in the Handbook constitutes, a guarantee of employment, or guarantee of any other rights or benefits, or a contract of employment, express or implied.

## GENERAL EMPLOYMENT

**EMPLOYEE CLASSIFICATIONS:** Employees at the City of Berlin are either full-time or part-time. The City may on occasion hire temporary or seasonal employees, who will not generally be eligible for benefits. ~~Each employee's supervisor will verify whether that employee is a full-time or part-time employee, and also whether that employee is exempt or non-exempt. Exempt employees are not entitled to overtime under the Fair Labor Standards Act, while non-exempt employees can qualify for this pay.~~

Employee classifications are as follows:

1. **Regular:** A regular employee is one who is performing the duties of a full or part-time position within the City.
  - a. **Full-Time:** Employee in a regular position whose normal assigned schedule of hours totals 2,080 hours or more per year. Full-time Public Safety Employees may be assigned a shift schedule of ~~1,945~~1,950 hours or more per year.
  - b. **Part-time:** Part time employees work fewer than 40 hours per week.
    - **Category 1:** Employees working less than twelve hundred 1,200 hours per year, seasonal, contractual, or temporary employees are not eligible for benefits.
    - **Category 2:** Employees working more than twelve hundred 1,200 hours per year but less than 2,080 hours per year are eligible only for Wisconsin Retirement System retirement benefits.
    - ~~Category 3: Employees whose normal assigned schedule of hours totals 2,080 hours per year are eligible for City benefits as budgeted and approved by the Common Council.~~
    - ~~Category Other: The City currently has certain employees who are not Category 3 employees but regularly work schedules at the borderline between Category 2 and Category 3. These employees have historically been granted the same city benefits as Category 3 employees, but on a prorated basis. The City does not intend to continue this practice for newly hired employees, after July 16, 2013, but will allow all current employees receiving such prorated benefits to remain doing so.~~
2. **Seasonal:** An employee who is employed to work on a regular and/or recurring basis during a specific season or portion of a year.
3. **Temporary:** A temporary employee is one who is hired for a specific purpose or job for a period not to exceed four (4) months. This temporary employment may be extended for an additional four (4) months. The status of a temporary employee may be changed by vote of the Common Council to that of a regular employee providing there is an opening for a regular, full-time or part-time job, and the employee meets the job qualifications.
4. **Limited term employee:** An employee who is hired only for a limited period of time or is an employee hired under a state or federal grant program, regardless of the length of employment. Limited-term employees may be full or part time and they are eligible for benefits on the number of hours worked annually with approval of the Common Council.

**UNIONS:** The City of Berlin recognizes the union(s) as representatives for those workers who are unionized. This Handbook does not change any terms or stipulations of any valid and effective collective bargaining agreement negotiated by a union, subject to all applicable statutes prohibiting collective bargaining as to certain issues.

**EMPLOYMENT OF RELATIVES:** Except as provided below, relatives will not be permitted to work within the same department in the City of Berlin, and supervisor-employee relationships shall not be allowed between employees who are relatives. For purposes of this section, the Water & Sewer Utilities are considered one department.

1. ~~Relatives include an employee's parent, grandparents, child, spouse, domestic partner, sibling, cousin, nieces, nephews, in-laws and step relationships.~~  
Relatives include an employee's parent, grandparents, child, spouse, domestic partner, sibling,  
cousin, nieces, nephews, in-laws and step relationships.
2. The City of Berlin may hire relatives of employees to work in different departments where there are no potential problems of supervision, safety, security, morale or potential conflict of interest. An exception may be made to allow relatives to work in the same department if they are/will be on separate crews within the EMS department.
3. Employees who marry or become related will not be permitted to continue to work in the same department. An exception may be made to allow newly married or related employees to work in the same department if they are/will be on separate crews within the EMS department.
4. ~~Exceptions to this policy may be made in the discretion of the applicable hiring authority when the potential for adverse or discriminatory effects is minimized.~~

Formatted: Underline

Formatted: Underline

**EMPLOYEE RECORDS:** Personnel files will be maintained in accordance with City Code. Employment dates of employees are kept permanently, while payroll records shall be kept for ten (10) years. All employment records will be maintained as per records retention schedule according to law. The City Administrator, for non-current employees, may destroy other records, including correspondence, at his/her discretion.

It is each employee's responsibility to notify the City Clerk's department of any changes in name, address, telephone number, marital status, number of dependents, military service status, beneficiaries or person to notify in case of an accident.

Employees may be dismissed for misrepresenting any fact on his or her application or in his or her personnel file.

Personnel records are considered City property. Employees may review and make copies of his or her records in the City Clerk's offices after giving adequate notice. Employees may also insert written rebuttals to information in his or her records with which he or she disagrees. Photocopy charges are the employee's responsibility.

**TERMINATION, RESIGNATION AND DISCHARGE:** Unless expressly prescribed by statute or contract, employment with the City of Berlin is "at will" and may be terminated with or without cause or notice. Similarly, employees are free to resign at any time. If an employee resigns, the

City of Berlin requests the courtesy of at least two ~~week's notice~~week's notice. Department heads and top administrative positions shall be expected to provide ~~30 days notice~~. Failure of department heads to give a 30-day notice and other employees to give a two-week notice will forfeit employee rights to receive a payout of any benefits.

An employee shall file a written letter of resignation to their department head including a termination date. Once a resignation has been submitted, it cannot be withdrawn, except upon mutual agreement by the employee and the department head/supervisor.

Any employee who gives notice of termination or is terminated by the City of Berlin shall be paid wages and vacation accrued to the date of the separation. Accumulated vacation earned but not taken prior to termination date and any unused compensatory time shall be paid within fifteen (15) days after employment termination.

Terminating employees, prior to leaving the premises on their final day, shall be expected to attend an exit interview/meeting with their Department Head and/or the City Administrator at such interview/meeting, employees shall be required to turn in all City property in their possession including, but not limited to, keys, credit cards, safety equipment, and City records.

**RESIDENCY REQUIREMENTS:** ~~Emergency personnel who were employed by the City on July 1, 2013, but who did not reside within fifteen (15) miles of the City of Berlin jurisdictional boundaries on that date, are not subject to the terms of this provision unless the employee has since moved from the residence the employee resided in on said date, whereby the employee shall then be required to comply with this provision.~~

~~Residency requirements for law enforcement, fire department and EMS personnel shall be established by separate departmental policies, and for law enforcement personnel may also be the subject of a collective bargaining agreement. Any residency requirements established shall be in compliance with Wis. Stat.~~

~~§66.0502(4)(b), and all employees that are subjected to a residency requirement as described herein, or in such separate departmental policies, are deemed to be either law enforcement, fire or emergency personnel.~~

Formatted: Justified, Right: 0.33", Space Before: 12.4 pt, Line spacing: single

Some personnel, although deemed to be law enforcement, fire or emergency personnel under Wis. Stat. §66.0502(4)(b), such as but not limited to EMS and fire department on-call volunteers and employees, may not be subjected to residency restrictions because of the on-call response time restrictions already placed on such volunteers and employees, and because the City has a facility available to house EMS volunteers and employees while on call. Also, in regard to the EMS, for which there is already a limited recruitment pool of potential volunteers and employees, the Common Council has determined that imposing a residency requirement on such EMS volunteers and employees would create an additional burden on finding available qualified candidates for such positions which would be contrary to the City's interests.

Residency requirements for sworn law enforcement (50 miles per vote of the Common Council on 2.8.2022), fire department and EMS personnel shall be established by separate departmental policies. Law enforcement personnel are also subject of a collective bargaining agreement. Any residency requirements established shall be in compliance with Wis. Stat. §66.0502(4)(b), and all employees that are subjected to a residency requirement as described herein, or in such separate departmental policies, are deemed to be either law enforcement, fire or emergency personnel.

All Public Works Department and Water & Sewer Utility employees, and the City Hall Custodian, shall be

considered emergency personnel, and as a condition of employment, shall reside within ~~fifteen (15) miles~~ twenty-five (25) miles of the City of Berlin jurisdictional boundaries. Residency must be established within one year of the employee's commencement of employment with the City. The City reserves the right to determine whether an employee's living arrangements satisfy the requirements of this provision.

Formatted: Underline

**LICENSES & CERTIFICATIONS:** Applicants for a position requiring a license and/or certification must present valid proof of the same prior to the first assigned starting date. Licenses and Certifications should be maintained throughout employment at the City. It is the employee's responsibility to maintain the required licensing and certifications required for his/her job. The employee is responsible for any cost relating to licensing and/or certification. The City of Berlin retains the right to verify compliance at any time.

Various City employees are required to maintain a CDL (Commercial Drivers License) or other certifications, such as a Pool Operator License, Lifeguarding Certification, etc. The City *may* pay for all or a portion of the cost relating to obtaining and maintaining these licenses and/or certifications, but doing so shall not create a continuing obligation on the part of the City. The City may also pay for the cost of licenses and/or certifications for employees in some departments and not others, as determined at the discretion of the Department Heads.

**LOSS OF DRIVING PRIVILEGES:** Employees who drive City vehicles are required to report to the City, ~~within a reasonable period of time, within twenty-four (24) hours or the start of their next shift, whichever comes first~~, any loss or reduction of driving privileges ~~due to driving while impaired or other motor vehicle violations~~. A loss or reduction of an employee's driving privileges, if driving City vehicles is an essential function of the employee's job, may result in termination. Also, employees shall not be allowed to drive a City owned vehicle, and may be subject to termination if driving a City vehicle is an essential job function of the employee, if that employee has been convicted of three or more moving violation and/or at-fault accidents during the prior two years, has been convicted of an OWI or DUI violation during the prior year, or is otherwise considered high-risk for insurance purposes (determined by the City Administrator in consultation with the City's liability insurance company). Driving record checks will be made at least annually for regular City drivers and can be done any time, with or without cause or permission, for any employees driving City vehicles. The City may also participate in the Wisconsin Department of Transportation Employee Notification program for CDL drivers.

Formatted: Font: 14 pt

Formatted: Underline

**REFERENCE/BACKGROUND CHECKS:** The City of Berlin conducts reference and background checks on all new employees. Employees who have falsified information on their employment applications will be disciplined, which could include termination. Applicants who have provided false information may be eliminated from further consideration for employment.

At times, the City may be contacted for a reference request for information regarding current or former employees. Any such request whether by telephone or in writing, shall be responded to by the Department Head or the City Administrator. The City will release only dates of employment and termination, employee's title or position, and a confirmation of wage or salary.

**JOB VACANCIES & RECRUITMENT:** Any vacant position shall be examined by the

Department Head and/or the applicable Board or Commission involved. Newly created positions shall be approved by Council as part of the annual budget process or through specific Council action. Replacement positions shall be authorized to be filled by the City Administrator, who shall inform the Council on the intent to hire. If any Council member objects to the hiring, it will be put on an agenda for discussion.

Job vacancies may be filled through examination, transfer, promotion, reinstatement and demotion. All positions must be budgeted and approved by the Common Council or applicable Board or Commission. As vacancies occur, they will be posted internally as well as externally. Employment advertisements may be placed in publications, which serve the City's recruiting area as deemed appropriate by the Common Council. Application deadlines will be a minimum of seven (7) days from the advertising of the position.

Applications: Application forms shall be proscribed by the City Administrator and shall meet State and Federal requirements and must be filed through their respective departments. Any application containing false, deceptive or fraudulent information will be subject to disqualification. If such a candidate is hired,

he/she will be subject to immediate dismissal. Sworn police officers are subject to WI SS 62.13. The City may reject any application for employment and retains full rights to determine the appropriate applicant for a position. Applications will be kept on file for one year unless state or federal law require otherwise.

Job Selection: The selection process shall assess attributes necessary for job performance and career potential, which shall maximize reliability, objectivity and validity. Selection devices may include, but are not limited to, practical written, oral, physical, psychological testing, and personal interviews. The Department Head upon consultation with the City Administrator will determine the selection methods to be used. Prior to the appointing of any position, the City Administrator shall be consulted for authorization.

Pre-employment Drug Screening: Applicants may be required to pass a pre-employment drug screening to be eligible for employment with the City of Berlin. ALSO SEE DRUG AND ALCOHOL POLICY IN THIS HANDBOOK.

## VACATION, HOLIDAYS & LEAVES

Formatted: Top: 0.94", Bottom: 0.65", Footer distance from edge: 0.52"

**VACATION:** The City of Berlin provides paid vacations for eligible employees as follows:

~~With the exception of the first year of employment, vacation~~ Vacation days accrue according to the below schedule on a prorated biweekly basis. ~~Employees are not eligible to accrue or take vacation during their first year of employment, but upon completion of their first year are immediately granted one (1) week of vacation as credit for the previous year, as indicated in the schedule below.~~ For vacation purposes, a week shall be consistent with the normally scheduled workweek or a week cycle of the same number of forty (40) hours.

Length of Continuous Full Time Employment	Vacation Earning Rates
<del>After one year</del>	<del>One (1) week granted for credit of previous year</del>
<del>Beginning of 2nd year</del> <u>At hire</u> through <del>6-5</del> years	Two (2) weeks <u>or 80 hours</u> per year
<del>Beginning of 7th-6th</del> year through <del>15-12</del> years	Three (3) weeks <u>or 120 hours</u> per year
<del>Beginning of 16th-13th</del> year through <del>2020</del> years	Four (4) weeks <u>or 160 hours</u> per year
Beginning of 21st year and over	Five (5) weeks <u>or 200 hours</u> per year

Only active, full-time employees are eligible for paid vacation, and all vacation must be earned before being taken. Employees may not substitute pay for unused vacation. Should a City holiday occur during an employee's an employee's vacation, that employee may add an additional day, either at the beginning or ~~end of the vacation period~~, with that employee's that employee's supervisor's approval.

The City of Berlin reserves the right not to approve a vacation request if it will interfere with City operations or adversely affect coverage of job and staff requirements. Whenever possible, employees' requests for vacation will be accommodated, but where scheduling conflicts arise, supervisor discretion will prevail.

Unused vacation can be carried over up to twice the annual vacation amount. Therefore, if an employee receives two ~~week's~~ week's vacation per year, they can ~~accumulate~~ accrue up to four weeks at a time before time ~~begins to be lost~~.

In the event of an employee's death, compensation for all unused and ~~accumulated~~ accrued vacation allowance shall be paid to the beneficiary.

**SICK LEAVE:** Full-time employees are eligible to earn sick day credits not to exceed twelve (12) paid sick days (8 hours each day) for the employment year. Full-time employees shall earn one sick leave day (8 hours) per month of continuous employment accumulated to a maximum of 130 days (1,040 hours). Employees in their initial year of employment are eligible to accrue sick leave based on the number of months of employment during that calendar year. If an employee received pay for ten (10) or more normal workdays during a calendar month, that month will be considered a month of employment.

To be eligible for a sick day, the employee must call in each day to ~~the employee's~~ the employee's supervisor no later than 15 minutes after the employee's usual start time ~~for work~~. If the employee does not call in, the absence will be considered unexcused and the employee will not be paid for it. Permitted use of sick leave includes absences from duty due to, (1) bona fide illnesses of the employee, (2) caring for an immediate household family member of the employee (meaning spouse, child or parent living in the same household as the employee) with a serious health condition., (3) contact with or exposure to

contagious disease rendering the employee's presence hazardous to fellow workers, or (4) preventative medicine or treatment or validated reasonable medical or dental care that cannot be scheduled during non-working hours. Any use of sick leave for purposes other than the reasons above described is an abuse of the sick leave policy and may result in discipline, up to and including termination.

Sick leave shall apply only to days that the employee is regularly scheduled to work and shall not apply to overtime hours or to days when the employee is on any other type of paid or unpaid leave.

The City of Berlin reserves the right to request a doctor's certificate for either the employee, or the immediate household family member being cared for, as applicable, for any sick days requested. If such a certificate is requested and the employee cannot or will not produce it, the absence may be considered unexcused, and the employee will not be paid for it. All sick leaves exceeding three days shall require a doctor's certificate to be submitted to the City Administrator or his/her designee. In conjunction with the doctor's certificate for immediate household family members being cared for, the City reserves the right to determine whether an illness, injury, impairment or physical or mental condition constitutes a serious health condition entitling the employee the use of sick leave. A "serious health condition" under this policy is defined the same as under the City's Family and Medical Leave Policy contained in this Handbook.

As a mutual protection for the employee and the City, the City may require an employee to submit to a physical examination by a City designated physician when in the opinion of the Department Head, in consultation with the City Administrator, the performance of the employee may have become limited to or weakened by virtue of impaired health. The City Administrator may require the employee to conform to the physician's recommendations as a condition of continued employment with the City.

Upon an employee's termination of employment for any reason other than quitting or discharge for cause, the employer shall maintain in escrow an amount equal to the employee's accumulated sick leave to a maximum of sixty-five (65) days. This shall be computed at the current rate of pay at the time of the employee's retirement. Said escrow amount shall be applied by the employer toward the employee's share of any post termination health insurance premiums and/or authorized HSA contributions (such as for COBRA premiums or post retirement health coverage as applicable). Further, if an employee dies after such termination as described hereunder, the balance of the escrowed funds shall be applied toward COBRA premiums and/or authorized ~~HAS-HSA~~ contributions for the deceased employee's spouse or other eligible dependent. Unused sick leave will not otherwise be paid out or used for any other purpose. The City's payments from escrow shall be made only once per month, unless reasonable exceptions are made for urgent payments. For purposes of this provision, the term "quitting" means termination of employment initiated by the employee, except for eligible retirement under Wisconsin Retirement System plan.

In case of death of an employee who would have qualified for retirement under the Wisconsin Retirement System, any remaining unused accumulated sick leave shall be paid, subject to the limitations described above to the dependent beneficiary indicated in the employee's Wisconsin Retirement System plan.

All sick leave shall be subject to administration by the City Administrator.

Work-related illnesses are covered under Worker's Compensation elsewhere in this Handbook.

**PERSONAL LEAVE:** The City of Berlin provides full-time employees up to two (2) paid personal days (16 hours total) -per calendar year, however, full-time EMS department employees that work a 24 hour shift shall instead receive 24 hours of paid personal time per calendar year, which can be used for any reason.

New employees shall be credited with a pro-rata share of Personal Leave days from the beginning of

their employment.

Formatted: Condensed by 0.1 pt

Employees must use personal days by December 31 of each year, as unused personal days may not be carried over to the next calendar year. Employees will not be paid for accrued unused personal days on termination.

**HOLIDAYS:** The City of Berlin observes the following holidays and will not conduct business on these days:

New Year's Day  
New Year's Eve (~~1/2-day~~)  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day  
Christmas Eve (~~1/2-day~~)  
Good Friday

Employees will be paid **8 hours** for these holidays if he or she:

- Is a full-time employee ~~who has worked at least 90 days at the City, and and~~
- Has worked the full day before and the full day after the holiday, unless the employee is in paid status (paid time off has been approved in advance by his or her supervisor).

Holidays that fall on a weekend will be observed either on a Friday or Monday. If a holiday falls on a Saturday, the preceding Friday will be the observed holiday. When it falls on a Sunday, the following Monday shall be the observed holiday. This applies for all employees except those regularly scheduled to work on a shift basis or departments scheduled to operate on specific holidays. In these cases, department regulations may take precedent.

Due to community needs, some employees may be required to work on City holidays. Each employee's Each employee's supervisor will notify him or her if this may apply to him or her.

Employees who work on paid holidays shall receive pay at time and one-half their normal wage, ~~unless otherwise specified in a Labor Agreement or through approval of the Sewer and Water Commission.~~ Under no circumstances will an employee be compensated with both holiday pay and sick leave pay when the employee is unable to report to work on a scheduled holiday.

The City will work to make reasonable accommodations for employee's holiday time off due to the observance of conscientious religious beliefs. Department heads must be consulted at least three (3) days in advance of such a religious observance in order to insure that the employee's duties are covered. Any such day shall be without pay unless approved paid leave is available.

**BEREAVEMENT LEAVE:** Full-time employees ~~who have worked at the City of Berlin for at least ninety (90) days are are~~ permitted:

- Three (3) days (**24 hours**) of paid leave to attend the funeral, and directly related activities, for any of the following members of the employee's family's family:
  - o Spouse
  - o Children
  - o Children-in-law
  - o Parents
  - o Parents-in-law
  - o Siblings
  - o Grandparents
  - o Grandchildren

- One (1) day (**8 hours**) of paid leave to attend the funeral, and directly related activities, for any of the following members of the employee's family:

- Grandparents-in-law
- ~~Grandchildren-in-law~~
- Siblings-in-law
- Aunt
- Uncle

Bereavement pay will only be paid for actual days of attendance of the funeral and related activities. No bereavement pay will be granted for funerals, and directly related activities, which are not on a scheduled workday unless authorized by the City Administrator. A portion of the paid bereavement leave may be granted for travel if the employee has to travel long distances for the funeral and directly related activities. Time off in excess of the paid leave granted hereunder may be granted without pay if approved by the employee's supervisor. The employee may also utilize any unused vacation or personal time for this reason.

The employee's supervisor must approve all bereavement time, and the City may request verification of the facts surrounding the leave and grant or deny the leave as deemed appropriate. Bereavement leave will not be paid if it occurs when the employee is on vacation or leave of absence, absent due to illness or injury, or not working due to a paid holiday.

**MILITARY LEAVE:** Pursuant to the Uniformed Services Employment and Re-employment Rights Act (USERRA), the City of Berlin prohibits discrimination against persons because of their service in the Armed Forces, the Army National Guard and the Air Force National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or emergency. Full-time employees are entitled to up to four years of unpaid leave for military duty or training.

**JURY DUTY:** The City of Berlin supports employees in fulfilling their civic responsibilities by serving jury duty when required and fully compensates them for time served. Any ~~full-time~~ employee required to serve jury duty shall be paid regular wages **for all regularly scheduled work hours** and shall turn over to the City Clerk any compensation, excluding mileage allowance, received as a result of such jury duty. However, such employee must inform his or her supervisor of his or her jury summons as soon as possible so that arrangements can be made to accommodate his or her absence. He or she will be expected to report for work during his or her jury service whenever the court schedule permits. **For full-time employees** All ~~employee~~ benefits will remain in effect for the full term of his or her jury duty absence.

**TIME OFF FROM WORK IN CONNECTION WITH COURT CASES:** We recognize that an employee might be subpoenaed or otherwise required to serve as a third party witness in a court case or arbitration. An employee called to testify will be paid for the time away from work if the case involves an offense against the City of Berlin or an incident that occurred during employment. If called for other types of legal proceedings, an employee may use available vacation and personal days to cover his or her time away from work; otherwise the leave will be unpaid.

Employees will not be terminated based on being absent from work for serving as a third party witness in a court case. However, if an employee is called to serve, he or she must notify his or her supervisor as

soon as possible.

**TIME OFF TO VOTE:** Employees who are eligible to vote in an election may request reasonable time off without pay to vote. If an employee plans to take such time off, he or she must notify his or her supervisor before Election Day. The City may specify which hour(s) employees may take off for this purpose.

## **FAMILY & MEDICAL LEAVE ACT:**

I. **PURPOSE:** This policy outlines the provisions of the federal and Wisconsin Family and Medical Leave Acts and the rights and obligations of employees and employers under both laws.

II. **POLICY:** The Family and Medical Leave Acts provide eligible employees with up to 12 work weeks of unpaid protected leave each calendar year for specified family and medical reasons. The eligibility and entitlements are defined differently under federal and state law.

### **A. Eligibility: Employees are entitled to FMLA benefits if they:**

1. Federal – Have been employed by the city for at least 12 months (not necessarily consecutive); and have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave. Time spent on paid or unpaid leave does not count in determining the 1,250 hour eligibility.
2. State - Have been employed by the city for at least 52 consecutive weeks and have worked for at least 1,000 hours during the 52 weeks prior to the start of the FMLA leave.

### **B. Qualifying Event and Amount of Leave**

1. Eligible employees may take up to a total of 12 work weeks of unpaid FMLA leave in a calendar year for the following qualifying events:
  - a) The birth or placement of a child for adoption or, under Federal FMLA, for foster care:
    - i. State law provides up to 6 work weeks of unpaid leave for any one child.
    - ii. Federal law requires that leave conclude within 12 months after the birth.
  - b) To care for the employee's spouse, child, or parent (includes a parent-in-law under the Wisconsin FMLA) with a serious health condition;
    - i. State law provides eligible employees up to 2 work weeks of FMLA family leave.
  - c) Family leave due to an employee's spouse, child, or parent being on exigent active duty or having been notified of an impending call or order to exigent active duty as a member of the *reserve* components of the Armed Forces or a *retired* member of the Regular Armed Forces or Reserve, in support of a contingency operation.

d) For the employee's own serious health condition that renders the employee unable to perform his/her job.

i. State law provides eligible employees up to 2 workweeks of FMLA medical leave.

2. Eligible employees may take up to a total of 26 work weeks of unpaid FMLA leave during a single 12 month period (beginning on the first day the eligible employee takes FMLA leave to care for a covered service member and ends 12 months after that date, regardless of the method used by the employer to determine the employee's 12 work weeks of leave entitlement for other FMLA-qualifying reasons) to care for a spouse, child, parent, or next of kin who is a member of the Armed Forces who suffered an injury or illness while on active duty that renders the person unable to perform the duties of the member's office, grade, rank, or rating.

a) During the single 12 month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave under federal law.

3. Leave qualifying for both Wisconsin and federal FMLA leave will count against the employee's entitlement under both laws and will run concurrently. When the reason(s) for qualified leave differ, the leave may not run concurrently under federal and state law, and an employee may be entitled to more than 12 weeks of leave in a calendar year. This type of leave occurrence will be evaluated and reviewed with the employee at the time of the leave. Qualified leave taken under Worker's Compensation also will run concurrently with federal FMLA leave.

Under the federal FMLA, spouses employed by the City are jointly entitled to a combined total of 12 work weeks of family leave for the birth or placement of a child for adoption or foster care, and to care for a parent (but not a parent-in-law) who has a serious health condition.

**C. Non Continuous or Intermittent Leave:** Employees are permitted to take leave on an intermittent (blocks of time) or reduced work schedule:

1. When it is medically necessary to care for a family member with a serious health condition or because of the employee's serious health condition.
2. When it is necessary to care for a family member or next of kin who suffered an injury or illness while on active duty.
3. To care for a newborn, adopted or foster child. Federal FMLA leave for the birth or placement of a child for adoption or foster care may not be taken in non-continuous increments unless approved by the City. Under the Wisconsin FMLA, the last increment of leave for the birth or placement of a child for adoption must begin within 16 weeks of that birth or placement.

Medical or family caretaking leave should be planned so as not to unduly disrupt the City operations. Employees requesting non-continuous federal FMLA leave that is foreseeable based on planned medical treatment for purposes of providing care to a child, spouse, or parent with a serious health condition or for the employee's own serious health condition may be required to transfer temporarily to an alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the

regular employment position of the employee. An employee temporarily transferred will receive the same pay and benefits, but may be assigned different duties.

The City allows for intermittent leave to be taken in no less than one hour increments. The employee may not take, or be required to take, more leave than medically necessary to address the circumstances that caused the need for the leave.

- D. **Payments on FMLA Leave:** In general, both Wisconsin and federal FMLA leaves are unpaid. The City may require employees, ~~or employees may choose~~, to substitute paid leave for which they are eligible (such as vacation days, personal leave, compensatory time, or sick leave) for unpaid leave available under the federal FMLA; or employees may choose to substitute available accrued leave for unpaid Wisconsin FMLA.

The City will require that any leave provided by a City collective bargaining agreement be substituted for federal FMLA leave.

E. **How to Apply for FMLA Leave**

1. Employees must submit a Request for Leave form to the ~~City Administrator's office~~ City Administrator's office at least 30 days, or as soon as ~~practicable, in advance of~~ taking leave. If circumstances do not permit an employee to give notice in advance of taking leave, the employee must notify their supervisor and the City Administrator, and submit the Request to Leave form as soon as possible. Failure to give timely notice may result in the delay or denial of FMLA leave and may subject an employee to discipline under City policies.
2. If the leave is for a family member's or the employee's serious health condition, the employee may submit a medical certification from the employee's or the family member's health care provider within 15 days. If an employee does not provide the required certification by the designated deadline, or if the City determines that an employee's absence is not covered as FMLA leave, the leave may not be designated as Wisconsin and/or federal FMLA leave, and the employee may be subject to discipline under City attendance policies unless he or she uses accrued paid leave (like vacation) and/or is granted a non-FMLA leave of absence.
3. Second or third certifications at the City's expense and periodic re-certifications at the employee's expense may be required under certain circumstances. The City requires periodic reports during federal FMLA leave regarding the employee's status and intent to return to work.
4. Forms are available through the City Administrator's office.

- F. **Health Insurance Benefits:** Group health insurance coverage will be maintained for employees while they are on FMLA leave, on the same terms as if the employee continued to work. The employee will be required to pay his/her regular portion of health insurance premium payments on a schedule established by the City.

The City may recover its share of health insurance premiums paid during a period of unpaid FMLA leave from an employee if the employee fails to return to work (for a minimum of 30 calendar days) after the expiration of the leave. The City may not collect the premiums if the reason the employee does not return is due to continuation, recurrence or onset of a serious health condition that would entitle the employee to leave under FMLA, or other circumstances beyond the employee's control.

The City may discontinue health insurance benefits if the employee fails to make a premium payment within 30 days of the due date after providing written notice to the employee of the cancellation of coverage for non-payment.

G. **Worker's Compensation and Light Duty:** Federal FMLA will run concurrent with worker's compensation provided that the injury meets the criteria for a "serious health condition", as defined by law. Substitution of accrued paid leave is not allowed for Worker's Compensation absences unless an applicable labor agreement provides otherwise.

If an employee accepts a light duty assignment while on worker's compensation, that time may not count against the employee's family or medical leave entitlement. If the light duty assignment position is declined and the employee elects to stay on FMLA leave, the employee ~~may~~ **shall** give up their worker's compensation benefits.

H. **Return to Work:** Any employee returning from FMLA for their own serious health condition must provide a Fitness for Duty statement signed by their treating physician. Upon return from FMLA leave, an employee shall be restored to his or her original position or, if the position is not vacant, to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

An employee will not be restored to their original or equivalent position if they are unable to perform the functions of their job because of a mental or physical condition, unless the condition qualifies under the ADA and a reasonable accommodation can be made.

#### I. Definitions

- A. **Child:** Biological, adopted, or foster child, stepchild, legal ward or, under federal FMLA, the child of a person having day-to-day care of the child, or a child of a person standing "in loco parentis", who is under 18 years of age or 18 years of age and older and incapable of self-care because of a serious health condition.
- B. **Covered Service member:** A current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- C. **Incapable of Self-Care:** The individual requires active assistance or supervision to provide daily self-care in three or more of the *activities of daily living* (i.e. grooming, hygiene, bathing, dressing, eating) or *instrumental activities of daily living* (i.e. cooking, cleaning, shopping, utilizing public transportation, paying bills, maintaining a residence, using telephones and directories, and using a post office).
- D. **Next of Kin:** The nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: Blood relatives who have been granted legal custody of the covered service members by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been

made, the designated individual shall be deemed to be the covered service member's only next of kin.

E. **Parent:** Biological parent, foster parent, adoptive parent, stepparent, or legal guardian of an employee, or parent-in-law under Wisconsin FMLA. Under the federal FMLA, "parent" includes an individual who provided day-to-day care to the employee when the employee was a child.

F. **Serious Health Condition:** An illness, injury, impairment, or physical or mental condition that involves:

1. Inpatient care in a hospital, hospice, or residential medical care facility; or
2. Under Wisconsin FMLA, outpatient care that requires continuing treatment or supervision by a health care provider (generally defined as requiring two direct, continuous and first hand contacts by a health care provider); or
3. Under the federal FMLA:
  - a. A period of incapacity of more than 3 consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves:
    - i. Treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (i.e. physical therapist) under orders of, or on referral by, a health care provider; or
    - ii. Treatment by a health care provider on at least one occasion, that results in a regimen of continuing treatment under the supervision of a health care provider.
      - The first or only in person treatment visit must take place within seven days of the first day of incapacity.
      - Whether additional visits or a regimen of continuing treatment is necessary within the 30 day period shall be determined by the health care provider.
  - b. Any period of incapacity due to pregnancy or for prenatal care;
  - c. Chronic conditions requiring periodic treatment (defined as at least twice a year) by or under the supervision of a health care provider that continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (i.e. asthma, diabetes, epilepsy, etc.);
  - d. Permanent/long term conditions requiring supervision for which treatment may not be effective (i.e. Alzheimer's, a severe stroke, or the terminal stages of disease);
  - e. Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a

condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy), or kidney disease (dialysis).

**LEAVES OF ABSENCE:** A City of Berlin employee, upon written request, and with the recommendation of the Department Head and City Administrator, may be granted a non-FMLA leave of absence without pay for a period of up to three (3) months, subject to the approval of the Common Council, or the applicable Board or Commission having statutory authority over the employee's department. Requests for such leave must be made in writing at least thirty (30) days prior to the first day of leave. All eligible vacation and personal leave days must be exhausted prior to requesting such an unpaid leave of absence. If sick leave is eligible to be used for the leave, all available sick leave days must be exhausted prior to requesting an unpaid leave of absence.

The written request for such leave of absence must fully state and detail the purpose of the leave and the beginning and ending dates of the leave. Once the written request is submitted to the City Administrator or Department Head, the respective governing body will approve or disapprove according to City policy.

A leave of absence without pay shall not be construed as a break in service or employment. However, during such leaves, no seniority, vacation, sick leave or other paid benefits shall accrue during the period of absence. Upon return from such leave, for every 30 consecutive calendar days an employee was gone on the leave, the employee's evaluation date shall be set forward one (1) month to account for the break in service. Time spent on leave without pay shall not count toward service for wage increases.

Use of a leave of absence hereunder for a purpose other than that requested may result in discipline up to and including termination. Failure of an employee on leave to report to work promptly at the leave expiration may result in discipline up to and including termination.

An employee on a leave hereunder for more than thirty (30) consecutive days is responsible to pay the entire cost of health and life insurance premiums for the duration of the leave. Further, if an employee on a leave hereunder does not return to work from the leave, even if the leave is less than 30 days, that employee shall be responsible to reimburse the City for any health or life insurance premiums paid on his/her behalf during the leave. Written arrangements must be made with the City Clerk regarding payment for these insurance costs.