

COMMON COUNCIL MEETING AGENDA  
APRIL 14, 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 payment of invoice from Chier Law Offices.
9. Approve minutes from the 3.10.2026 Common Council Meeting.
10. Approve the recommendation of the Committee of the Whole to approve Resolution #05-26 Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing.
11. Approve the recommendation of the Committee of the Whole to approve the amended Employee Handbook sections and adopt the March 10, 2026 version of the Employee Handbook.
12. Approve the recommendation of the Committee of the Whole to approve and post the RFP for Real Estate Services for the WIS 91 Highway Project.

END OF CONSENT AGENDA

13. Recognition and appreciation of Alderperson Boeck and Alderperson Nigbor.  
RECOMMENDATION: Approve presentation of plaques of appreciation to Alderpersons for past service to the City of Berlin.
14. Accept Resignation of Committee on Aging Committee Member. RECOMMENDATION: Accept the resignation of Anne Murphy from the Committee on Aging.
15. Memorial Day Procession – Special Events on Streets, Highways and Municipal Parking Lots Permit (Parade). RECOMMENDATION: Approve Permit for the Memorial Day Procession on May 25, 2026 for the Wells Krause VFW Post 2925.
16. Raze or Repair Order – Garage at 134-136 Water Street. RECOMMENDATION: Accept the findings as prepared by the Building Inspector and authorize the Raze and Repair Order for the Garage at 134-136 Water Street (Parcel #206000760000).

17. City Revolving Loan Fund (RLF) Manual amendment. RECOMMENDATION: Accept recommendation of the BCDC to amend the point of contact listing in the RLF Manual to reflect current Economic Development Assistant at the BCDC.
18. FirstNet cell phone plan. RECOMMENDATION: Accept the recommendation of the Committee to the Whole to move forward with FirstNet for Cellular Services and accept the quote from FirstNet for Cellular Services.
19. Old Business (To be used to request items of old business be put on a future agenda for further discussion or action; or used to make a motion for reconsideration of an item from the current meeting or immediately previous meeting; or to make a motion to take items off the table which were laid on the table only during the current meeting.)
20. New Business (To be used to request items of new business be put on a future agenda)
21. Adjourn.

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

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

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

**CITY OF BERLIN**

**PAYROLL FOR MARCH - 2026**

**Net Payroll**

PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	AMBULANCE	UTILITY
3/13/2026	6	General City	56284.25		
3/13/2026	6	Ambulance City		39437.49	
3/13/2026	6	Utility			11,612.89
3/27/2026	7	General City	65,460.72		
3/27/2026	7	Utility			14,554.74
3/27/2024	7	Ambulance		43,411.07	
		<b>TOTAL MONTHLY PAYROLL</b>	<b>\$121,744.97</b>	<b>\$82,848.56</b>	<b>\$26,167.63</b>

**City of Berlin WI  
A/P Distribution**

<u>Name</u>	<u>Date</u>	<u>Invoice</u>	<u>Due Date</u>	<u>Description</u>	<u>AP Amount</u>
100-00-21501-000 UNION DUES [WPPA] WISCONSIN PROFESSIONAL POLICE	3/01/2026	27362	3/31/2026	Union Dues	470.00
<b>100-00-21501-000 UNION DUES Total</b>					<b>470.00</b>
100-00-21510-000 Health Insurance [WI PHY INS] WI Physician Insurance	3/13/2026	2026-06	4/12/2026	Pay period ending 3/07/2026,EmpHealth	18,955.31
[HealthPartners] HealthPartners	3/13/2026	2026-06	4/12/2026	Pay period ending 3/07/2026,Health Insurance - Focused,Health Insurance-Broad	2,522.35
<b>100-00-21510-000 Health Insurance Total</b>					<b>21,477.66</b>
100-00-21513-000 WRF [Empower] Empower Payments	3/13/2026	2026-06	3/13/2026	Pay period ending 3/07/2026,WRS- Compass,empWRF	13,846.59
[Empower] Empower Payments	3/27/2026	2026-07	3/27/2026	Pay period ending 3/21/2026,WRS- Compass,empWRF	14,330.39
<b>100-00-21513-000 WRF Total</b>					<b>28,176.98</b>
100-00-44300-000 Building Insp Issued Permits [KEG] KUNKEL ENGINEERING GROUP	3/26/2026	285890	4/25/2026	February building permits	1,534.92
<b>100-00-44300-000 Building Insp Issued Permits Total</b>					<b>1,534.92</b>
<b>100-00-51400-170 Employee Benefits Retiree Payout &amp; Insurance</b>					

[01-00010130-15-2] SEAMAN, ANDY & MIDGE	3/17/2026	31726	4/16/2026	Health Reimbursement	1,763.86
[01-00000811-00-1] PODOLL, GARY	3/17/2026	31726	4/16/2026	Retiree Health Insurance - COBRA for S. Podoll March 2026 COBRA+Dental \$750.99	750.99
[PLANTZ] Plantz, Dennis	3/17/2026	31726	4/16/2026	March 2025 Health Reimbursement	271.68
<b>100-00-51400-170 Employee Benefits Retiree Payout &amp; Insurance Total</b>					<b><u>2,786.53</u></b>
<b>100-10-51300-110 City Attorney Salaries</b>					
[ML&LG] Municipal Law & Litigation Group, S.C.	3/17/2026	17213	4/16/2026	February	1,860.70
<b>100-10-51300-110 City Attorney Salaries Total</b>					<b><u>1,860.70</u></b>
<b>100-10-51310-210 Special Legal Council Professional Services</b>					
[WURTZ] WURTZ LAW OFFICE, LLC	3/17/2026	12448	4/16/2026	Nov 2025-March 2026	1,200.00
[Dretske Law Office] Dretske Law Office, LLC	3/30/2026	133	4/29/2026	March Invoice	3,381.00
[CLO] Chier Law Office LLC	3/08/2026	14758	4/07/2026	Muni Court Copy/Email/Scan Charge	302.21
[CLO] Chier Law Office LLC	3/08/2026	14773	4/07/2026	Monthly Hours - January 2026	22,297.50
[CLO] Chier Law Office LLC	3/08/2026	14774	4/07/2026	February 2026 Monthly Hours	10,215.00
<b>100-10-51310-210 Special Legal Council Professional Services Total</b>					<b><u>37,395.71</u></b>
<b>100-10-51510-210 Independent Auditing Professional Services</b>					
[HACPA] HAWKINS ASH CPAS	3/02/2026	3249468	4/01/2026	2024 Audit	395.00
<b>100-10-51510-210 Independent Auditing Professional Services Total</b>					<b><u>395.00</u></b>
<b>100-10-51530-210 Assessment Professional Services</b>					
[AAC] Associated Appraisal Consultants	3/01/2026	185015	3/31/2026	Assessment Services March 2026	2,058.33
<b>100-10-51530-210 Assessment Professional Services Total</b>					<b><u>2,058.33</u></b>



[CHCOM-SRCTR] Charter Communication III	3/21/2026	1.19883E+14	4/20/2026	Phone & Internet Service	170.00
[BRIGHT] Brightspeed	3/09/2026	4.05001E+11	3/21/2026- 4/20/2026		383.94
<b>100-12-51450-221 Central Duplicating Phone/Data Total</b>			4/08/2026	service 3-9/4-8 2026	<b>813.72</b>
<b>100-12-51450-340 Central Duplicating Operating Supplies</b>					
[GFCOM] Gordon Flesch	3/13/2026	15527442	4/12/2026	Downstairs	159.86
[EOJohnson] E.O. Johnson Co., Inc.	3/22/2026	41566861		Images over base amount	171.75
<b>100-12-51450-340 Central Duplicating Operating Supplies Total</b>			4/21/2026	Copy Machine	<b>331.61</b>
<b>100-22-52200-290 Fire Department Other Contractual Services</b>					
[CHCOM-SRCTR] Charter Communication III	3/21/2026	1.19883E+14	4/20/2026	Phone & Internet Service	50.00
<b>100-22-52200-290 Fire Department Other Contractual Services Total</b>			3/21/2026- 4/20/2026		<b>50.00</b>
<b>100-30-51600-220 Municipal Building Utilities</b>					
[BH20] Berlin Water & Sewer Department	3/03/2026	31226	4/02/2026	February Water & Sewer	176.57
<b>100-30-51600-220 Municipal Building Utilities Total</b>					<b>176.57</b>
<b>100-30-51610-220 Buildings &amp; Grounds Utilities</b>					
[BH20] Berlin Water & Sewer Department	3/03/2026	31226	4/02/2026	February Water & Sewer	110.01
<b>100-30-51610-220 Buildings &amp; Grounds Utilities Total</b>					<b>110.01</b>
<b>100-30-53311-220 Public Works General Streets Utilities</b>					
[BH20] Berlin Water & Sewer Department	3/03/2026	31226	4/02/2026	February Water & Sewer	250.68
[CHCOM-SRCTR] Charter Communication III	3/21/2026	1.19883E+14	4/20/2026	Phone & Internet Service	169.65
<b>100-30-53311-220 Public Works General Streets Utilities Total</b>			3/21/2026- 4/20/2026		<b>420.33</b>
<b>100-30-53620-290 Garbage &amp; Refuse Other Contractual Services</b>					
[WWM] WASTE MANAGEMENT	3/02/2026	0036617-0414-2	4/01/2026	February 2026 Service	21,451.95
<b>100-30-53620-290 Garbage &amp; Refuse Other Contractual Services Total</b>					<b>21,451.95</b>





[CHCOM-SRCTR] Charter Communication III	3/21/2026 1.19883E+14	4/20/2026 Phone & Internet Service 3/21/2026- 4/20/2026	50.00
<b>600-00-52300-221 Phone/Data Total</b>			<b>50.00</b>
<b>600-00-52300-391 Uniforms</b>			
[1024] WEBSTER, STEPHEN M	3/06/2026 30626	4/05/2026 Uniform- 26.24 Hotel - 355.26	26.24
<b>600-00-52300-391 Uniforms Total</b>			<b>26.24</b>
<b>601-00-21510-000 Health Insurance</b>			
[WI PHY INS] WI Physician Insurance	3/13/2026 2026-06	4/12/2026 Pay period ending 3/07/2026,EmpHealth	5,082.62
[HealthPartners] HealthPartners	3/13/2026 2026-06	4/12/2026 Pay period ending 3/07/2026,Health Insurance- Broad,Health Insurance - Focused	544.44
<b>601-00-21510-000 Health Insurance Total</b>			<b>5,627.06</b>
<b>601-00-21513-000 WRF</b>			
[Empower] Empower Payments	3/13/2026 2026-06	3/13/2026 Pay period ending 3/07/2026, WRS-	1,689.74
[Empower] Empower Payments	3/27/2026 2026-07	3/27/2026 Pay period ending 3/21/2026, WRS- Compass,empWRF	1,673.08
<b>601-00-21513-000 WRF Total</b>			<b>3,362.82</b>
<b>602-00-21510-000 Health Insurance</b>			
[WI PHY INS] WI Physician Insurance	3/13/2026 2026-06	4/12/2026 Pay period ending 3/07/2026,EmpHealth	3,839.63
[HealthPartners] HealthPartners	3/13/2026 2026-06	4/12/2026 Pay period ending 3/07/2026,Health Insurance- Broad,Health Insurance - Focused	348.99

<b>602-00-21510-000 Health Insurance Total</b>					<u>4,188.62</u>
<b>602-00-21513-000 WRF</b>					
[Empower] Empower Payments	3/13/2026	2026-06	3/13/2026	Pay period ending 3/07/2026,WRS-Compass,empWRF	1,042.30
[Empower] Empower Payments	3/27/2026	2026-07	3/27/2026	Pay period ending 3/21/2026,WRS-Compass,empWRF	1,446.70
<b>602-00-21513-000 WRF Total</b>					<u>2,489.00</u>
<b>700-00-51490-132 Life Insurance 1</b>					
[MOMAHA] MUTUAL OF OMAHA	3/01/2026	2049347618	3/31/2026	March 2026 Life & Accident	132.00
<b>700-00-51490-132 Life Insurance 1 Total</b>					<u>132.00</u>
<b>700-00-51490-133 Life Insurance 2</b>					
[SFG] SECURIAN FINANCIAL GROUP	3/01/2026	20126	3/31/2026	March 2026 Invoice	1,222.67
<b>700-00-51490-133 Life Insurance 2 Total</b>					<u>1,222.67</u>
<b>700-00-51490-136 Accident</b>					
[MOMAHA] MUTUAL OF OMAHA	3/01/2026	2049347618	3/31/2026	March 2026 Life & Accident	288.28
<b>700-00-51490-136 Accident Total</b>					<u>288.28</u>
<b>700-00-51490-210 Professional Services</b>					
[TASC] TASC	3/01/2026	3695945	3/31/2026	February COBRA Admin Fee	108.00
<b>700-00-51490-210 Professional Services Total</b>					<u>108.00</u>
<b>Report Total</b>					<u><u>232,171.82</u></u>

Consent Agenda Item: Invoice from Chier Law Offices

Date	Invoice	Amount	
3/8/2026	14773	\$ 22,297.50	Monthly hourly billing for January
3/8/2026	14774	\$ 10,215.00	Monthly hourly billing for February
1/28/2026-2/18/2026	14758	\$ 302.21	Expense billing for January and February
	TOTAL	\$ 32,814.71	

COMMON COUNCIL MEETING MINUTES  
MARCH 10, 2026 AT 7PM

1. Call to order/Roll Call- *Mayor Burgess called the meeting to order at 7:00PM. Alderpersons Boeck, Hill, Nigbor, Przybyl and Sorenson were present. Alderperson Stobbe, absent (arrived at 7:04PM). Staff present were City Administrator, Jessi Balcom; Deputy-Clerk Treasurer, Debra Thiel; Library Director, Chris Kalupa and Planning & Development Director, Tim Ludolph.*
2. Seat Virtual Attendees-None
3. Pledge of Allegiance
4. General Public Comments. *Alexandra Rogers, 113 Church Street, Berlin, WI talked about amending an ordinance to the eligibility requirements for individuals seeking to serve on the City Council and other committees to add business owners who operate within the City of Berlin and who own the buildings in which their businesses are located be permitted to run for these seats even if they reside outside the city limits.*

*At 7:04PM Alderperson Boeck made a motion to seat Alderperson Stobbe with a second by Alderperson Sorenson. Motion carried.*

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. \* 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. \* 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. \* 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

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

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. *After much discussion Alderperson*

*Przybyl made a motion to ask the city attorney for guidance before implementing the changes, with a second by Alderperson Sorenson. Voice vote carried.*

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. *Sue Trampf of the ABC group talked about the plans being well underway for this great community event. They will be shooting off the Hauser with the military again, which was well received last year, as well as celebrating the 250-year anniversary. Alderperson Stobbe made a motion to approve a Temporary Class “B” and Temporary “Class B” License for the ABC Group on July 3, 2026 at 455 River Drive for the Let Freedom Ring event with a second by Alderperson Przybyl. Voice vote carried.*
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). *Tim Ludolph, Planning and Development Director, gave a presentation as to why this was being completed and the steps that had been taken in working with the property owners with no success. This has been an issue since 2023. Alderperson Hill made a motion to waive the Committee of the Whole and accept the findings as prepared by the Building Inspector and authorize the Raze and Repair Order for the Garage at 255 SW Ceresco Street, #209-05920-0000) with a second by Alderperson Nigbor. Voice vote carried.*
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. *City Administrator Balcom presented on this and stated that we need to act now to get funds by May/June for 2026/2027 expenses that have been approved for the capital borrowing. City Administrator Balcom may bring forward a resolution to allow equipment to be purchased before the money comes in, in hopes of getting the best price now vs later. Alderperson Stobbe made a motion to accept this recommendation with a second by Alderperson Hill. Voice vote carried.*
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.) - *None*
17. New Business (To be used to request items of new business be put on a future agenda) *Alderperson Hill would like Alexandra Rogers request to be put on the next agenda for further discussion.*
18. Adjourn. *A motion to adjourn was made by Alderperson Nigbor with a second by Alderperson Przybyl. Voice vote carried. Meeting adjourned at 7:36PM*

Respectfully submitted by,  
Debra Thiel, Deputy Clerk - Treasurer

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Approve the recommendation of the COTW to approve Resolution #05-26  
Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing.  
**MEETING DATE:** April 14, 2026

**BACKGROUND**

Resolution #05-2026 will allow the City to repay ourselves should it be necessary to move forward with purchases (up to \$500,000) intended to be part of the \$2M capital borrowing.

A recommendation was made at the April Committee of the Whole meeting to adopt Resolution #05-26.

This item is on the consent agenda.

RESOLUTION NO. 05-26

**RESOLUTION DECLARING OFFICIAL INTENT  
TO REIMBURSE EXPENDITURES  
FROM PROCEEDS OF BORROWING**

**WHEREAS**, the City of Berlin, Green Lake and Waushara Counties, Wisconsin (the "Issuer") plans to undertake projects included in the City's 2026-2027 Capital Improvement Plan (the "Project");

**WHEREAS**, the Issuer expects to finance the Project on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds");

**WHEREAS**, because the Bonds will not be issued prior to commencement of the Project, the Issuer must provide interim financing to cover costs of the Project incurred prior to receipt of the proceeds of the Bonds; and

**WHEREAS**, the Common Council (the "Governing Body") of the Issuer deems it to be necessary, desirable, and in the best interests of the Issuer to advance moneys from its funds on hand on an interim basis to pay the costs of the Project until the Bonds are issued.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Issuer that:

**Section 1. Expenditure of Funds.** The Issuer shall make expenditures as needed from its funds on hand to pay the cost of the Project until proceeds of the Bonds become available.

**Section 2. Declaration of Official Intent.** The Issuer hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$500,000.

**Section 3. Unavailability of Long-Term Funds.** No funds for payment of the Project from sources other than the Bonds are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Issuer pursuant to its budget or financial policies.

**Section 4. Public Availability of Official Intent Resolution.** The Resolution shall be made available for public inspection at the office of the Issuer's Clerk within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including Subchapter II of Chapter 19, and shall remain available for public inspection until the Bonds are issued.

**Section 5. Effective Date.** This Resolution shall be effective upon its adoption and approval.

Adopted and recorded April 14, 2026

Approved April 14, 2026

\_\_\_\_\_  
Mayor

ATTEST:

(SEAL)

\_\_\_\_\_  
City Administrator/Clerk/Treasurer

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Approve the recommendation of the COTW to approve the amended Employee Handbook sections and adopt the March 10, 2026 version of the Employee Handbook.  
**MEETING DATE:** April 14, 2026

**BACKGROUND**

The Common Council previously approved amendments to the "Introduction", "General Employment" and "Vacation, Holidays & Leaves" sections of the Employee Handbook, but directed staff to have them reviewed by the City Attorney. The suggested revisions have been made/incorporated into the March 10, 2026 version of the Employee Handbook.

Additionally, the Council asked for clarification as to how, during the updating process, issues of noncongruence would be addressed. The City Attorney has suggested language to note that newer sections of the handbook will control.

A recommendation was made at the April Committee of the Whole meeting to approve the March 10, 2026 version of the Employee Handbook.

This item is on the consent agenda.



**CITY OF BERLIN  
EMPLOYEE HANDBOOK  
Updated: March 10, 2026**

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# **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. Any and all issued supplements to this Handbook are controlling and supersede any previous sections identified in the supplements.

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' 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 exempted 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 1,950 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.
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.
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.

**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, subject to Wisconsin Public Records law.

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. 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:** 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 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 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.

**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:** Employee's who drive City vehicles are required to report to the City, within twenty-four (24) hours or the start of their next shift, whichever is 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 violations 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 employee driving City vehicles. The City may also participate in the Wisconsin Department of Transportation Employee Notification program for CDL drivers.

**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.EMPLOYEE BENEFITS

## **EMPLOYEE BENEFITS**

The City of Berlin employees are entitled to a wide range of benefits. A number of the benefit programs -- such as Social Security, workers' compensation, state disability and unemployment insurance -- cover all employees as required by law.

Eligibility for most other benefits depends upon a variety of factors, including employee classification. See the EMPLOYEE CLASSIFICATIONS section of this Handbook to determine benefits eligibility. Some benefit programs require contributions from employees, and some are fully paid by the City of Berlin. The City of Berlin reserves the right to add, amend, modify or terminate any employee benefit plans or programs offered.

**MEDICAL INSURANCE:** The City of Berlin offers group Health insurance. Copies of the current medical insurance plan are available in the City Clerk's office.

The City of Berlin shall always have the sole discretion, as allowed by law, to decide the terms of any plan, including whether the plan will include any employer contribution to premiums or deductibles. Proper notice will be given to all employees if a change will be made from a prior policy term. For all other eligibility and coverage details, employees shall refer to the plan documents. The City of Berlin also reserves the right to change the type of plan or terminate any plan, as allowed by law, in its sole discretion.

**COBRA:** If an employee's employment is terminated, that employee's City's group health insurance coverage, if any will terminate on the last day of that employee's employment. However, that employee and the employee's dependents may have the right to continue or convert coverage as set forth in the rules of the plan, and as required by law. If an employee is eligible, that employee should receive written notification of his or her right to continue or convert coverage within statutorily prescribed time limits. Should an employee have specific questions about this coverage, he or she should contact the City Administrator.

**LIFE INSURANCE:** Employees will receive documents under a separate cover that explain the life insurance program that the City of Berlin currently provides.

**RETIREMENT SAVINGS PLAN:** The City of Berlin participates in the *Wisconsin Retirement System (WRS)*. All eligible employees shall receive benefits in accordance with state laws and guidelines.

All full-time employees of the City of Berlin are also entitled to participate in a *Deferred Compensation Plan*. This program provides a supplementary retirement benefit by allowing participants to defer a portion of their annual gross income for retirement. Deferred Compensation contributions are 100% employee expense. Full copies of these retirement plans are available in the City Clerk's office.

**EMPLOYEE ASSISTANCE PROGRAM (EAP):** The City of Berlin has an Employee Assistance Program ("EAP"), through a qualified provider. Employees may seek help anonymously for such matters as alcohol or other chemical dependency, family and marital problems, personal and work-related

stress situations and anxiety disorders. Contact the City Administrator for additional information.

**SERVICE AWARDS:** Permanent employees completing every five years of full or part-time service shall receive awards in recognition of that length of faithful, continuous service.

**WORKER'S COMPENSATION:** The City of Berlin provides statutorily required workers' compensation insurance. If an employee become ill or injured while at work, he or she is instructed to get medical attention at once. Employees must also report the details of such illness or injury to his or her supervisor or City Clerk immediately, if physically able to do so. Employees must complete a report for every injury, no matter how small, to keep the coverage in force and to get any benefits or other compensation to which the employee may be entitled.

**TRAVEL & EXPENSES:** Employees will be reimbursed for all reasonable and necessary expenses they incur while travelling on City of Berlin business. Employees must record all travel and business activities on the City's Expense Report Form, including expenditure receipts and submit it to the City Clerk's office, within one month of the business activity.

When authorized functions away from the City include one or more meals, the maximum allowable per diem will be the following amounts for the meals involved: Seven dollars (\$7.00) for breakfast, Ten dollars (\$10.00) for lunch, and Fifteen dollars (\$15.00) for dinner, or Thirty-two dollars (\$32.00) per day maximum. Meal allowance only applies to the meals not included in the functions registration costs. Receipts shall not be required for per diem meals allowance.

There is no objection on behalf of the City to a spouse and/or other family members travelling on an official trip, but the City will not reimburse any expenses attributable to them.

It is preferred that non-emergency City vehicles be used for City travel, if available. Fuel, repairs, tolls, parking/garage charges, and other related expenses are reimbursable upon submission of receipts.

The City assumes no responsibility when private vehicles are used for City business. When private vehicles are used for City business travelling, mileage reimbursement will be based on the current federal mileage reimbursement rate as set by the IRS. Any private vehicle must have proof of liability insurance to be used, and the vehicle liability is the employee's responsibility. Mileage determinations will originate from City Hall to the designated location.

## COMPENSATION & WORK SCHEDULE

**OUTSIDE EMPLOYMENT:** Because of the City of Berlin's obligations to its citizens, the City must be aware of any concurrent employment each employee may have to determine whether or not it presents a potential conflict.

Serving on any public or government board or commission qualifies as employment for purposes of this policy, regardless of whether such service is compensated.

Before beginning or continuing outside employment, employees are required to obtain written approval of their supervisor and the City Administrator. Employees must submit written documentation to their immediate supervisor and the City Administrator detailing the involvement with the other employer. This documentation should also include a statement of understanding that any duties of outside employment will not conflict with or occur during employment hours with the City of Berlin. Failing to obtain prior approval as described may result in disciplinary action, up to and including termination. Employees who are on leave of absence, including FMLA leave or Workers' Compensation leave are prohibited from having outside employment during their leave, unless otherwise allowed by law.

**ATTENDANCE & PUNCTUALITY:** Every employee is expected to attend work regularly and report to work on time. If an employee is unable to report to work on time for any reason, that employee must telephone his or her supervisor as far in advance as possible. If an employee does not call in an absence in advance, it will be considered unexcused. Unsatisfactory attendance, including reporting late or quitting early, may result in disciplinary action, up to and including discharge.

**BREAKS:** Any employee working 6 hours or longer in any day is permitted one half hour for lunch, unless the employee's immediate supervisor specifically authorizes more time. Typically supervisors grant 1 hour for full time employees, and 1/2 hour for part time employees, but that again is up to the discretion of the supervisor, depending on the needs of the department. Times during which lunch is to be taken shall be scheduled with the employee's immediate supervisor in advance for regular full-time employees, otherwise lunch times shall be decided on a daily basis according to the needs of the department. Each employee must be conscientious about returning from lunch on time, out of consideration for fellow employees who may not be able to leave for their lunches until that employee's return, notwithstanding the City of Berlin's general policy on tardiness. Skipping lunch hours to make up time for tardiness, out-of-the-work appointments or leaving early is not permitted.

Coffee breaks, time for snacks, or visiting do not count as meal periods but as rest periods. There is no legal requirement in Wisconsin that an employee be given a rest period, however employees' immediate supervisors are authorized to provide rest periods for their employees, in their discretion. Therefore, for those employees who are not provided rest periods, any excessive activities that would otherwise constitute a rest period may be required to be made up by the employee under the direction of the employee's immediate supervisor, or may be cause for disciplinary action. If granted, a rest period should not exceed ten (10) minutes at any one time; and when it is granted, it should be near the middle of the first and/or second half of the workday. The rest period shall include any time taken in preparation for the rest period and in going to and from a specific rest period area. During breaks, employees shall be subject to the discretion of the employee's immediate supervisor as to the location of, and limitation of the employee's conduct, during breaks. Employees must also be aware of and abide by the City's smoking policies and prohibitions, as contained in this Handbook or otherwise established by the employee's supervisor, as well as state laws relating to smoking in certain public places. If for any reason an

employee that normally is granted rest periods does not receive a rest period on a particular day, or an employee does not use a rest period granted, it does not accrue to be granted at some later time or date, unless expressly authorized by the employee's supervisor. This means that, unless expressly authorized by the employee's supervisor, the employee cannot combine two rest periods nor can a rest period be used to leave work early or to extend the length of a lunch period or vacation leave. Unless expressly authorized by the employee's supervisor, an employee cannot take a rest period in shorter increments i.e. two five (5) minute "smoke" breaks. Rest periods will not be granted to any employee who abuses the privilege.

**GENERAL PAY INFORMATION:** Certain mandatory deductions from paychecks will be made in accordance with federal and state laws. In addition, the City of Berlin makes available certain voluntary deductions as part of the City's benefits program. If an employee elects supplemental coverage under one of the City's benefits plans, which requires employee contributions, the employee's share of the cost will be deducted from his or her check each pay period. If the employee is not receiving a payroll check due to illness, injury, or leave of absence, he or she will be required to pay the monthly cost directly to the City.

**OVERTIME:** Because of the nature of work, employees may be asked to work overtime on weekends or holidays or additional hours during the regular workday and are expected to comply with such requests. Overtime compensation is paid to all non-exempt employees at one and one-half times their straight time rate for all hours worked in excess of 40 hours per week.

If an employee is non-exempt, that employee must receive authorization from his or her supervisor before working overtime. After an employee has worked overtime, he or she must enter it on a timesheet for the pay period it is accrued.

Overtime pay is based on actual hours worked. Time taken for lunch or dinner is not included as time worked for purposes of computing overtime. Time off on holidays, sick leave, vacation leave, personal leave, training seminars or any leave of absence will not be factored in as hours worked when calculating overtime.

### **COMPENSATORY TIME:**

**Exempt Employees:** Employees exempt from the provisions of the Fair Labor Standards Act are charged with fulfilling their duties and responsibilities and meeting their goals without regard to the number of hours per day or per week and receive no overtime pay. Exempt employees may request of the employer compensatory time off (which could be less than an hour for hour basis) on applicable forms prepared by City Administrator. Approval or denial of such request is at the discretion of the employee's immediate supervisor. For the purposes of requesting compensatory time off, exempt employees will be required to record compensatory time logged and taken on their respective time report. The employer is not obligated to grant compensatory time off and compensatory time is not paid out at the time of separation from employment, for any reason.

**Non-Exempt Employees:** As an alternative to getting paid monetarily for overtime as described above, each non-exempt employee may, in the discretion of the employee's Department Head, be paid for overtime in the form of compensatory time off, at the rate of one and one-half times their straight time rate. The maximum amount of compensatory time off that can be accrued shall be forty (40) hours per calendar year. Accrued but unused compensatory time off shall not be carried over from year to year and shall be paid in cash at the end of each calendar year. An employee who has accrued compensatory time and requests use of the time shall be permitted to use the time off within a reasonable period after making

the request, if the time off will not unduly disrupt the operations of the employee's department. Compensatory hours accrued under the provisions of this agreement shall be paid out upon termination of an employee's employment with the City of Berlin for any reason.

**PAY SCHEDULE:** All employees of the City of Berlin shall receive such salaries as may be established from time to time by the Common Council or the appropriate board or commission.

Employees will be paid bi-weekly on Fridays. The 14-day pay period begins on Sunday and ends on Saturday. If the regular payday falls on a holiday, payday will be the last regular workday before the holiday. Picking up of payroll checks early is not permitted, except under permission from the City Clerk.

A few additional facts about pay:

- Step increases may be provided pursuant to a step increase policy established and amended from time to time by the Common Council. Employees should consult with their supervisors for more details.
- No deductions shall be made from employee wages without the employee's written authorization except those deductions required by law, court, or contract. The City may not deduct any amount from a paycheck due to faulty workmanship or lost or stolen property unless the employee has first authorized it in writing, or the damage or loss is due to the employee's negligence or criminal acts as determined by a court or by a representative appointed by the employee.
- If a paycheck is lost by an employee, or stolen, notify the Payroll Clerk immediately. The stop payment bank charge will be assumed by the employee.

**PERFORMANCE REVIEWS AND SALARY INCREASES:** Supervisors and employees are strongly encouraged to discuss job performance and goals informally any time. Formal performance reviews will be conducted to provide both supervisors and employees with the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. These formal reviews will be conducted annually or as deemed necessary by the supervisor. Salary and wage increases are based on those reviews (unless salaries or wages are otherwise predetermined by Common Council). However, an employee receiving a performance appraisal will not necessarily receive a salary or wage increase.

**TIME RECORDS:** All employees must keep accurate time records by completing timesheets. Tampering with, falsifying or altering time cards will result in disciplinary action, up to and including discharge. Failing to record work time or proper recording of benefit usage on timecards may also result in disciplinary action. For payroll purposes, time is rounded to the nearest quarter of an hour.

**WORK HOURS:** The City of Berlin follows a work schedule of 40 hours per week. The normal workweek is Monday through Friday, but may fluctuate by season or by department. Normal hours differ by department. Each employee's supervisor may establish alternative hours as needed. Also, some department employees may also be subject to mandatory call-in duty outside of employee's normally scheduled duties. If such mandatory call-in hours result in overtime hours for the employee, the employee shall be paid in accordance with the overtime policy described in this Handbook.

## VACATION, HOLIDAYS & LEAVES

**VACATION:** The City of Berlin provides paid vacations for eligible employees as follows: Vacation days accrue according to the below schedule on a prorated biweekly basis. For vacation purposes, a week shall be forty (40) hours.

<u>Length of Continuous Full Time Employment</u>	<u>Vacation Earning Rates</u>
At hire through 5 years	Two (2) weeks or Eighty (80) hours per year
Beginning of 6th year through 12 years	Three (3) weeks or 120 hours per year
Beginning of 13th year through 20 years	Four (4) weeks or 160 hours per year
Beginning of 21st year and over	Five (5) weeks or 200 hours 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 vacation, than employee may add an additional day, either at the beginning or end of the vacation period, with the 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 weeks vacation per year, they can accumulate 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 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) 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 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 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) 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.

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  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day  
Christmas Eve  
Good Friday

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

- Is a full-time employee at the City, 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 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 are permitted:

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

- One (1) day 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 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 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 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 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 members 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.

## ANTI DISCRIMINATION & HARASSMENT POLICY

The City of Berlin strives to maintain an environment free from discrimination and harassment, where employees treat each other with respect, dignity and courtesy. This policy applies to all phases of employment, including but not limited to recruiting, testing, hiring, promoting, demoting, transferring, laying off, terminating, paying, granting benefits and training.

**Prohibited Behavior:** The City of Berlin does not and will not tolerate any type of harassment of our employees or applicants for employment. Discriminatory conduct or conduct characterized as harassment as defined below is prohibited. The term harassment includes, but is not limited to, slurs, jokes, and other verbal or physical conduct relating to a person's gender, ethnicity, race, color, creed, religion, sexual orientation, national origin, age, disability, marital status, military service status or any other protected classification that unreasonably interferes with a person's work performance or creates an intimidating, hostile work environment.

Sexually harassing behavior in particular includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:

- is made an explicit or implicit condition of employment
- is used as the basis for employment decisions
- unreasonably interferes with an individual's work performance, or
- creates an intimidating, hostile or offensive working environment.

The types of conduct covered by this policy include: demands or subtle pressure for sexual favors accompanied by a promise of favorable job treatment or a threat concerning employment. Specifically, it includes sexual behavior such as:

- repeated sexual flirtations, advances or propositions
- continued and repeated verbal abuse of a sexual nature, sexually related comments and joking, graphic or degrading comments about an employee's appearance or displaying sexually suggestive objects or pictures including cartoons and vulgar e-mail messages, and
- any uninvited physical contact or touching, such as patting, pinching or repeated brushing against another's body.

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and staff employees, between staff employees, or directed at employees by non-employees conducting business with the City, regardless of gender or sexual orientation.

**Harassment by Non-employees:** The City of Berlin will also endeavor to protect employees, to the extent possible, from reported harassment by non-employees in the workplace, including citizens and suppliers.

**Complaint Procedure and Investigation:** Any employee who wishes to report a possible incident of sexual harassment or other unlawful harassment or discrimination should promptly report the matter to the employee's supervisor. If that person is not available, or the employee believes it would be inappropriate to contact that person, that employee may contact the City Administrator.

The City of Berlin will conduct a prompt investigation as confidentially as possible under the

circumstances. Employees who raise concerns and make reports in good faith can do so without fear of reprisal; at the same time, employees have an obligation to cooperate with the City of Berlin in enforcing this policy and investigating and remedying complaints.

Any employee who becomes aware of possible sexual harassment or other illegal discrimination against others should promptly advise the employee's supervisor or any other appropriate member of management.

Anyone found to have engaged in such wrongful behavior will be subject to appropriate discipline, which may include termination.

**Retaliation:** Any employee who files a complaint of sexual harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and will not be retaliated against or discharged because of the complaint.

In addition, we will not tolerate retaliation against any employee who, in good faith, cooperates in the investigation of a complaint. Anyone who engages in such retaliatory behavior will be subject to appropriate discipline, up to and including termination.

**EQUAL OPPORTUNITY POLICY:** The City of Berlin provides equal opportunity in all of our employment practices to all qualified employees and applicants without regard to race, color, religion, gender, national origin, age, disability, marital status, military status or any other category protected by federal, state and local laws. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, disciplinary action, layoff, return from layoff, training and social, and recreational programs. All such employment decisions will be made without unlawfully discriminating on any prohibited basis.

**AMERICANS W/DISABILITIES ACT:** It is the City of Berlin's policy to not discriminate against qualified individuals with disabilities with regard to any aspect of their employment. The City of Berlin is committed to complying with the American with Disabilities Act of 1990 and its related Section 504 of the Rehabilitation Act of 1973. The City of Berlin recognizes that some individuals with disabilities may require accommodations at work. If an employee is currently disabled or becomes disabled during his or her employment, he or she should contact his or her supervisor to discuss reasonable accommodations that may enable him or her to perform the essential functions of his or her job.

## CONDUCT STANDARDS

**ZERO TOLERANCE FOR WORKPLACE VIOLENCE:** The City of Berlin has a zero-tolerance policy concerning threats, intimidation and violence of any kind in the workplace either committed by or directed to employees. Employees who engage in such conduct will be disciplined, up to and including immediate termination of employment.

Employees who are not law enforcement employees are not permitted to bring weapons of any kind onto City premises or to City functions, except, pursuant to Wis. Stat. 175.60(15m), a licensee or an out-of-state licensee shall not be prohibited from carrying a concealed weapon or ammunition, or from storing a weapon or ammunition, in the licensee's or out-of-state licensee's own motor vehicle, regardless of whether the motor vehicle is used in the course of employment or whether the motor vehicle is driven or parked on City property. Any employee who is suspected of possessing a weapon in violation of this policy will be subject to a search at the City's discretion. Such searches may include, but not be limited to, the employee's personal effects, desk and workspace.

If an employee believes he or she has been subjected to threats or threatening conduct by a co-worker, vendor or citizen during his/her course of employment, the employee should notify his or her supervisor or another member of management immediately. Employees will not be penalized for reporting such concerns.

**WORKPLACE SOLICITATION:** To promote a professional and collegial workplace, prevent disruptions in business or interference with work, and avoid personal inconvenience, the City of Berlin has adopted rules about soliciting for any cause and distributing literature of any kind in the workplace.

Employees may not solicit on City property or use City facilities, such as e-mail, voice mail or bulletin boards during working time for solicitation. This policy applies to collecting funds, requesting contributions, selling merchandise, gathering employee signatures and promoting membership in clubs or organizations. Working time means time during which employees are expected to be actively engaged in their assigned work; it does not include scheduled meal or break periods.

An employee may solicit another employee only if both that employee and the other employee are not on working time, and employees may distribute literature only in non-working areas and while not on working time to other employees who are not on working time.

The City of Berlin may grant limited exemptions from these rules for charitable purposes at its discretion.

The City of Berlin does not endorse or assist vendors in selling their product or service. For the purposes of this Policy, a "vendor" is a person, group of people, or organization (whether profit or non-profit) selling or promoting a product or service for personal use. These persons who are selling or promoting this product or service shall not contact city employees during work hours. Vendors may not send by U.S. mail, interoffice mail, or deliver, any materials to city employees at their work address.

**SMOKING POLICY:** Smoking is prohibited inside City of Berlin facilities and City owned vehicles. All employees or visitors are expected to comply with this policy, and employees who violate it may be disciplined. Should an employee have a question, complaint or dispute about smoking in the workplace, he or she may contact the City Administrator.

**PROGRESSIVE DISCIPLINE:** The City of Berlin retains the discretion to discipline its employees. Oral and written warnings and progressive discipline up to and including discharge may be administered as appropriate under the circumstances. Typical disciplinary progression for minor offenses includes: first offense - oral warning, second offense - written warning, third offense - three (3) day suspension without pay. On a third offense the employee must submit a sincere and logical written proposal of corrective behavior he/she will undergo to correct the problem. All or none of these steps may be taken as deemed appropriate by the supervisor.

Please note that the City of Berlin reserves the right to terminate any employee without resorting to any aspect of the progressive discipline process.

**Grievances:** Employees are encouraged to bring concerns, problems and grievances to management's attention. Employees are also obligated to report any wrongdoing of which he or she becomes aware to his or her immediate supervisor or, if the situation warrants, to any City of Berlin official.

#### **Grievance Policy A: Employee Discipline, Termination of Employment, Workplace Safety**

##### DEFINITIONS:

1. A "grievance as used in this Grievance Policy A shall mean a dispute regarding the application of City policies regarding an employee's discipline or termination of employment, or a dispute concerning workplace safety. (Please note that grievances regarding any other issues shall be addressed under Grievance Policy B below.) No grievance shall be processed under this Grievance Policy A unless it is in writing and contains all of the following:
  - A. the name and position of the grievant;
  - B. a clear and concise statement of the grievance;
  - C. the issue involved;
  - D. the relief sought;
  - E. the date the incident or alleged violation took place;
  - F. the specific section of the Employee Handbook, City policy, or workplace safety rule alleged to have been violated; and
  - G. the signature of the grievant and the date.
2. The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or his or her classification is scheduled to work. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.
3. A "grievant" is an employee as defined by state statutes governing this grievance procedure. At the grievant's cost and request they may be represented by a person of their choice.
4. "Workplace safety" means those conditions related to physical health and safety of employees enforceable under federal or state law, or City rule related to: safety of the physical work environment, the safe operation of workplace equipment and tools, provision of protective equipment, training and warning requirements, workplace violence and accident risk.
5. "Discipline" means oral reprimands (where a written record of the reprimand is placed in the employee's file), written reprimands, suspension and demotion. Discipline does not include performance reviews, work plans or corrective actions that do not include a reprimand or other

adverse employment action.

6. "Termination" means discharge from employment. Layoffs (reduction in force) are not considered terminations and are not subject to this procedure.

#### PROCEDURES:

First Step: Within ten (10) days after the facts upon which the grievance is based or should have reasonably become known the employee shall present the written grievance to his/her immediate supervisor. The immediate supervisor shall give a written answer within ten (10) days of receipt of the grievance, with a copy to the City Administrator.

An employee who has been notified of termination may process the grievance commencing at the Third Step.

Second Step: If the grievance is not satisfactorily resolved at the First Step, it may be submitted by the grievant to the City Administrator within five (5) days after having received the answer in the First Step. After receipt of the written grievance by the City Administrator, he/she or the designated representative of the City Administrator will meet with the grievant in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the City Administrator shall respond to the grievance in writing. The City Administrator shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this policy and otherwise properly processed as required by this policy. If the City Administrator is aware of other similar pending grievances, the City Administrator may consolidate those matters and process them as one grievance.

Third Step: Upon the written request of the grievant in response to an adverse decision, the decision at the Second Step may be appealed by a written statement forwarded to the City Administrator particularly describing the reason for appeal. If the decision at the Second Step is based in whole or in part on the basis of timeliness, scope of the grievance process or other failure of the grievant to properly follow the process the matter shall be referred to the Common Council (or highest level governing body having exclusive jurisdiction over the matter) who shall determine whether the matter should be processed further. If the Second Step decision is on the merits of the grievance only the grievance will be referred to an Impartial Hearing Officer (IHO). The IHO will be designated by the City Administrator. Any costs incurred by the (IHO) will be paid by the City. The IHO will convene a hearing in the manner the IHO determines necessary. The IHO shall have the authority to administer oaths, issue subpoenas at the request of the parties, and decide if a transcript is necessary. The IHO may require the parties to submit grievance documents and witness lists in advance of the hearing to expedite the hearing. The burden of proof shall be "a preponderance of the evidence". In termination and discipline cases, the City shall have the burden. In workplace safety cases, the employee shall have the burden. The IHO may apply relaxed standards for the admission of evidence, including allowing the admission of hearsay. The IHO may request oral or written arguments and replies. The IHO shall provide the parties a written decision.

The IHO may only consider the matter presented in the initial grievance filed by the employee. The IHO shall have no power to add to, subtract from or modify the terms of the employment policy or rule that forms the basis for the grievance.

Fourth Step: Either party may appeal an adverse determination at step three to the Common Council (or highest level governing body having exclusive jurisdiction over the matter), by filing written notice appealing the decision of the IHO in the City Administrator's Office within ten (10) days of the decision of the IHO. The Common Council (or highest level governing body having exclusive jurisdiction over

the matter) shall within thirty (30) days after submission of the appeal schedule the review of the IHO's decision. The review will be conducted by the Council (or highest level governing body having exclusive jurisdiction over the matter) during a closed session meeting unless an open session is requested by the employee. The Council (or highest level governing body having exclusive jurisdiction over the matter) may make its decision based on the written decision of the IHO or the Council (or highest level governing body having exclusive jurisdiction over the matter) may examine any records, evidence and testimony produced at the hearing before the IHO. A simple majority vote of the membership of the Council (or highest level governing body having exclusive jurisdiction over the matter) shall decide the appeal within twenty (20) days following the last session scheduled for review. The Council (or highest level governing body having exclusive jurisdiction over the matter) will issue a final written decision which shall be binding on all parties.

**TIMELINES:** Failure to process a grievance by the grievant within the time limit, or agreed upon extensions, shall constitute waiver of the grievance and will be considered resolved on the basis of the City's last answer. Failure of a management representative to meet the time limits shall cause the grievance to move automatically to the next step in the procedure. To encourage that grievances are addressed in a prompt manner the time limits set by this policy are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of the parties.

**EXCLUSIVE REMEDY:** This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable Common Council policy or directive, to resolve the matter.

### **Grievance Policy B: Issues Other Than Employee Discipline, Termination of Employment, Workplace Safety**

#### **DEFINITIONS:**

1. A "grievance as used in this Grievance Policy B shall mean a dispute regarding the application of City policies regarding issues other than issues covered by Grievance Policy A. No grievance shall be processed under this Grievance Policy B unless it is in writing and contains all of the following:
  - A. the name and position of the grievant;
  - B. a clear and concise statement of the grievance;
  - C. the issue involved;
  - D. the relief sought;
  - E. the date the incident or alleged violation took place;
  - F. the specific section of the Employee Handbook or City policy alleged to have been violated; and
  - G. the signature of the grievant and the date.
2. The term "days" means regular business days, Monday through Friday, other than weekends and holidays regardless of whether the employee or his or her classification is scheduled to work. The time within which an act is to be done under this policy shall be computed by excluding the first day and including the last day.
3. A "grievant" is an employee of the City filing a grievance under this Grievance Policy B. At the grievant's cost and request they may be represented by person of their choice.

## PROCEDURES:

First Step: Within ten (10) days after the facts upon which the grievance is based or should have reasonably become known the employee shall present the written grievance to his/her immediate supervisor. The immediate supervisor shall give a written answer within ten (10) days of receipt of the grievance, with a copy to the City Administrator.

Second Step: If the grievance is not satisfactorily resolved at the First Step, it may be submitted by the grievant to the City Administrator within five (5) days after having received the answer in the First Step. After receipt of the written grievance by the City Administrator, he/she or the designated representative of the City Administrator will meet with the grievant in an effort to resolve the issue(s) raised by the grievance. Within ten (10) days after the meeting, the City Administrator shall respond to the grievance in writing. The City Administrator shall also determine if the grievance is timely, if the subject matter of the grievance is within the scope of this policy and otherwise properly processed as required by this policy. If the City Administrator is aware of other similar pending grievances, the City Administrator may consolidate those matters and process them as one grievance.

Third Step: Upon the written request of the grievant in response to an adverse decision, the decision at the Second Step may be appealed by a written statement forwarded to the City Administrator particularly describing the reason for appeal. The City Administrator shall then forward the grievance to the Common Council (or highest level governing body having exclusive jurisdiction over the matter). The Common Council (or highest level governing body having exclusive jurisdiction over the matter) shall within thirty (30) days after submission of the appeal schedule the review of the City Administrator's decision. The review will be conducted by the Common Council (or highest level governing body having exclusive jurisdiction over the matter) during a closed session meeting unless an open session is requested by the employee. The Council (or highest level governing body having exclusive jurisdiction over the matter) may make its decision based on the written decision of the City Administrator or the Council (or highest level governing body having exclusive jurisdiction over the matter) may examine any records, evidence and testimony produced at a hearing before the Council (or highest level governing body having exclusive jurisdiction over the matter), if authorized. A simple majority vote of the membership of the Council (or highest level governing body having exclusive jurisdiction over the matter) shall decide the appeal within twenty (20) days following the last session scheduled for review. The Council (or highest level governing body having exclusive jurisdiction over the matter) will issue a final written decision which shall be binding on all parties.

TIMELINES: Failure to process a grievance by the grievant within the time limit, or agreed upon extensions, shall constitute waiver of the grievance and will be considered resolved on the basis of the City's last answer. Failure of a management representative to meet the time limits shall cause the grievance to move automatically to the next step in the procedure. To encourage that grievances are addressed in a prompt manner the time limits set by this policy are intended to be strictly observed and may not be extended except in extreme circumstances and then only upon the express written consent of the parties.

EXCLUSIVE REMEDY: This procedure constitutes the exclusive process for the redress of any employee grievances as defined herein. However, nothing in this grievance procedure shall prevent any employee from addressing concerns regarding matters not subject to the grievance procedure with administration and employees are encouraged to do so. Matters not subject to the grievance procedure that are raised by employees shall be considered by administration which has final authority, subject to any applicable Common Council policy or directive, to resolve the matter.

## **ETHICAL AND LEGAL BUSINESS PRACTICES**

The City of Berlin expects the highest standard of ethical conduct and fair dealing from each employee, officer, director, volunteer and all others associated with the City. This policy provides general guidance on the ethical principles that we all must follow, but no guideline can anticipate all situations. Employees should also be guided by basic honesty and good judgment, and be sensitive to others' perceptions and interpretations. If an employee has any questions about this policy, he or she should consult his or her supervisor. Exceptions to this policy may be made only by the Common Council. Employees are expected to promptly disclose anything that may violate this policy. The City will not tolerate retaliation or retribution against anyone who brings violations to management's attention.

**COMPLIANCE:** Employees who fail to comply with this policy will be disciplined, which may include a demand for reimbursement of any losses or damages, termination of employment and referral for criminal prosecution. Action appropriate to the circumstances will also be taken against supervisors or others who fail to report a violation or withhold relevant information concerning a violation of this policy.

**COMPLYING WITH LAWS AND REGULATIONS:** All City activities are to be conducted in compliance with the letter and spirit of all laws and regulations. Employees are charged with the responsibility of understanding the applicable laws, recognizing potential dangers and knowing when to seek legal advice.

**CONFLICT OF INTEREST:** Employees must avoid any interest, influence or relationship which might conflict or appear to conflict with the best interests of the City of Berlin. Employees must avoid any situation in which his or her loyalty may be divided and promptly disclose any situation where an actual or potential conflict may exist. Examples of potential conflict situations include:

- Having a financial interest in any business transaction with the City of Berlin, including any stage of negotiation of such a transaction.
- Owning or having a significant financial interest in, or other relationship with, a City of Berlin vendor or supplier, and
- Accepting gifts, entertainment or other benefit from a City of Berlin vendor or supplier

Anyone with a conflict of interest must disclose it to management and remove themselves from negotiations, deliberations or votes involving the conflict.

**ACCOUNTING AND FINANCIAL REPORTS:** The City of Berlin's financial statements and all books and records on which they are based must accurately reflect the City's transactions. All disbursements and receipts must be properly authorized and recorded. Employees must record and report financial information accurately. Reimbursable business expenses must be reasonable, accurately reported and supported by receipts. Those responsible for handling or disbursing funds must assure that all transactions are executed as authorized and recorded to permit financial statements in accord with Accounting Principles Generally Accepted in the United States of America.

**EMPLOYEE PRIVACY AND OTHER CONFIDENTIAL INFORMATION:**  
The City of Berlin collects only personal information about employees that relates to their employment.

Only people with a business-related need to know are given access to this information, and the City Administrator must authorize any release of the information to others. Personal information, other than that required to verify employment or pursuant to a legitimate investigatory or legal request (including the Wisconsin Open Records Act or The Federal Freedom of Information Act) will be released outside the City only with employee approval.

If an employee has access to any confidential information, including private employee information, he or she is responsible for acting with integrity. Unauthorized disclosure or inappropriate use of confidential information will not be tolerated.

The City of Berlin adheres to all HIPAA standards for the personal privacy protection of City employees.

**GIVING AND RECEIVING GIFTS:** Except for tokens and items or services of only nominal, insignificant, or trivial value, employees may not give or receive money or any gift to or from a supplier, government official or other organization. Further, employees and "local government officials" must comply with Chapter 2, Article VI of the Berlin Code of Ordinances, and Sections 19.59, 946.11, 946.12 and 946.13 of the Wisconsin Statutes, as to further ethical standards, which may apply to their position. Employees should consult with the City Administrator and/or City Attorney if he or she has questions in this regard.

**DRUG & ALCOHOL POLICY:** Employees must report to work free of drugs, intoxicants, alcohol, narcotics, or any other controlled substance. Employees may be disciplined, up to and including termination, for possession, consumption, not being free of, or use of any drugs, drug paraphernalia, intoxicants, alcohol, narcotics, or any other controlled substance, on or about the City of Berlin's premises at any time.

Because prescription medication can also affect an individual's demeanor and job performance, it is the employee's responsibility to notify his or her immediate supervisor if he or she is taking legal prescription drugs. Such prescription drugs must be given under medical supervision and may not interfere with the performance of job duties.

Under certain circumstances, an employee's supervisor, upon approval by the City Administrator, may require an employee to undergo a drug and/or alcohol test when the supervisor or City Administrator has reasonable suspicion that the employee is in violation of this rule. The employee will be referred to a certified testing laboratory for completion of the test.

Depending on the seriousness and circumstances of the offense, and at the City Administrator's sole discretion, an employee who tests positive for drugs and/or alcohol may be referred to a counselling, rehabilitation, or employee assistance program, at the employee's expense. Refusal to cooperate in this program may result in discipline, up to and including termination.

The City of Berlin may conduct searches for illegal drugs or alcohol on City facilities or worksites without prior notice to employees. Such searches may be conducted at any time. Employees are expected to cooperate fully.

Searches of employees and their personal property may be conducted when there is reasonable suspicion to believe that the employee has violated this policy or when circumstances or workplace conditions justify such a search. Personal property may include, but is not limited to, purses, boxes, briefcases, as well as any City of Berlin property that is provided for employees' personal use, such as desks, lockers,

and files.

Also, employees in certain departments may be required to undergo certain drug and alcohol testing as mandated for purposes of obtaining licensing and certifications, such as for commercial drivers, necessary for the performance of the employee's duties.

**DATING IN THE WORKPLACE:** Consensual relationships between employees, romantic or sexual, may create an actual or perceived conflict of interest and may give rise to various concerns for the parties involved. Said relationships are, therefore, deemed contrary to the best interests of the City of Berlin (hereinafter referred to as "City"). Accordingly, the City strongly discourages relationships between employees. By its discouragement of relationships between employees, the City does not intend to inhibit social interaction between employees (e.g. lunch, dinner, attendance at entertainment events, etc.) that are and should be an important part of the working environment.

It is anticipated that the parties involved in a relationship will appreciate the concerns the City has and will act in a manner consistent with this policy. If a relationship between employees should develop, it shall be the obligation of both parties to promptly disclose the existence of the relationship to his or her Department Head and/or the City Administrator. In the event the relationship involves a supervisor and subordinate, the obligation to report rests with the supervisor. The Department Head and/or City Administrator shall inform those within City Management with a need-to-know of the existence of the relationship. Failure to promptly report a relationship hereunder shall result in discipline, up to and including discharge.

Upon being informed or learning of the existence of a relationship the City's Management may take all steps that, in its discretion, it deems appropriate. At a minimum, the employees involved in the relationship will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made). Supervisors will not thereafter be permitted to participate in activities or decisions (e.g. hiring, evaluating, promoting, compensating, assigning, disciplining, etc.) that may impact the subordinate with whom the supervisor has or has had such a "relationship."

In order for the City to effectively address any potentially adverse consequences relationships may have in the working environment, any employee who believes that he or she has been adversely affected by a relationship, despite it being reported, is encouraged to make his or her views about the matter known to his or her Department Head and/or City Administrator.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship.

**POLITICAL ACTIVITY:** The purpose of this policy is to prevent and avoid the appearance of impropriety on the part of any City employee. City employees are neither appointed to, nor retained in, the City's service on the basis of their political affiliations or activities.

Officials and employees of the City may attend and express their views at City Council meetings or any other public meeting. Officials and employees of the City may actively participate in partisan and non-partisan political activities provided the political activity in which the employee participates shall only be exercised during off-duty hours and while not in uniform. City employees are not prohibited from supporting candidates for office nor from contributing labor to candidates and organizations that endorse candidates. Employees are not permitted to be candidates for City elective office or to make public

endorsements of a candidate for City elective office except as permitted by State or Federal Laws.

Any employee desiring to become a candidate for City elective office shall first request a leave of absence or resign, except as otherwise permitted by State or Federal laws. An employee is considered to be a candidate for elective office once all statutory requirements have been met to qualify as a candidate.

Political activity must not interfere with job attendance or performance. Employees are not permitted to solicit or handle political contributions in City elections. They are not permitted to wear or display political badges, buttons, or signs on their person or on City property during on-duty hours. No supervisor or other person in authority shall solicit any City employee for contributions of money or labor for any candidate for elective office, or otherwise, compel, or attempt to compel, any employee to support a candidate for elective office or to engage in any political activity.

**COMPANY EQUIPMENT AND VEHICLES:** Employees are instructed to keep their work areas neat and clean and use normal care in handling City property. Employees must report any broken or damaged equipment to his or her supervisor at once so that proper repairs can be made.

Employees may not use any City property for personal purposes or remove any City property from the premises without prior written permission from his or her immediate supervisor. Employees must exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines when using City property. Employees will be liable for damage caused to City equipment if the employee was acting outside the scope of employment or normal employment activities.

Employees must notify his or her supervisor if any equipment or machines appear to be damaged, defective or in need of repair. This prompt reporting could prevent the equipment's deterioration and could also help prevent injury to employees. Should an employee have questions about the maintenance and care of any workplace equipment, he or she should ask his or her supervisor.

Employees must be 18 years or older to operate City owned vehicles, heavy equipment or power tools. Employees found operating equipment improperly, carelessly, negligently or unsafely, or misusing, destroying or stealing City property or another person's property, may be disciplined, up to and including termination. In addition, such employee may be held financially responsible for any loss to City of Berlin because of such mistreatment. Removal of notice or notices or inventory tags from City property, equipment or bulletin boards without authorization may also result in discipline up to and including termination.

**ACCESS TO CITY BUILDINGS/OFFICES:** The objective of this policy is to provide adequate building security for persons and property through the control of keys and electronic access control cardkeys issued, to assure appropriate access to work areas by employees in municipal buildings, while providing appropriate access to governmental facilities to the general public. The policy assigns responsibility for keys and their use to individual employees and City officials and others using the keys and those allowed to authorize the issuance of keys. For the purposes of this policy, unless otherwise noted, "key(s)" are defined to include manual "hard" keys as well as electronic access control cardkeys. A supervisor or City Administrator may remove key holding privileges from any employee who violates this procedure.

- **Employee Procedure for Issuing and Returning Keys:** City keys are issued when an employee begins employment, is promoted or transferred between departments. City keys are returned when

an employee terminates employment, retires, resigns, is promoted, or transferred between departments. All keys will be issued from and returned to the City Administrator. The holder of a key to any City facility assumes responsibility for the safekeeping of the key and its use.

- **Building Access:** The buildings and facilities of the City of Berlin are available for general use by City employees and the public for governmental purposes. Under normal circumstances, the buildings will be opened (outside doors unlocked) for business, meetings, scheduled activities, etc. as required. After-hours access to the buildings may be gained via the use of a building key or an electronic key card to authorized personnel only.
- **Lost, Stolen, and Broken Keys:** The holder of a key to any City facility assumes responsibility for the safekeeping of the key and its use. It is understood that the key will not be loaned, issued to, or made available by any other means to unauthorized persons. Lost keys are to be reported to the Department Head and to the City Administrator immediately. Replacement or duplication of a key will require authorization from the City Administrator. Persons who lose a key may be required to pay for a replacement and/or rekeying costs.

## **HANDLING OF AND RESPONSIBILITY OF CITY CREDIT CARDS:**

Employees authorized to use any City credit cards are required to sign a credit card policy prior to using the card. Approved uses are outlined in the Purchasing Card Agreement.

## **DRESS CODE POLICY:**

- I. **Purpose.** City employees present the first impression of the City of Berlin to members of the public, and therefore, must present a professional image at all times. Professional attire complements an environment that reflects an efficient, orderly, professionally-operated organization. The purpose of this policy is to provide guidelines for employees and management as to what does and does not constitute appropriate professional attire. This policy is not an all-inclusive list of what is and is not acceptable and employees must exert judgment in their choice of clothing that is worn to work. This policy is primarily intended for office workers at City Hall and other City office settings. The policy does not apply to employees listed in Section IV below. This policy shall apply when on City business or otherwise representing the City.
- II. **Policy.**
  - A. **Acceptable Business Casual Attire.** A business casual dress code is appropriate for City of Berlin employees Monday through Thursday.
    1. Clothing that projects a professional image. All clothing shall be clean and without rips, holes, etc.
    2. Slacks, dress pants or pants similar in style to Dockers or other makers of cotton, synthetic, wool or flannel pants. This includes dressy pants that are at least mid-calf in length.
    3. Casual dresses, skirts and skorts that are no shorter than two (2) inches above the top of the knee. Skirts that are split at or below the knee.
    4. Casual shirts, dress shirts, sleeveless sweaters and shirts, golf-type shirts and turtlenecks. Suit jackets and sport jackets.
    5. Walking shoes, tennis shoes, loafers, clogs, boots, flats and dress heels. Open toe shoes (including sandals) will be acceptable for women only.
    6. T-shirts are not acceptable on non-casual days.
    7. An employee may wear non-blue denim jeans, if approved by the Department Head.

B. Acceptable Casual Attire. A casual dress code is appropriate for City of Berlin employees on Fridays. Employees are expected to present a neat appearance and shall not wear items classified as “Unacceptable Attire”, as described in Subsection II.C. below.

1. Jeans must be in good condition (i.e. not ripped or tattered) and must not be acid washed
2. T-shirts and sweatshirts must be in good condition.
3. Any of the above “Acceptable Business Casual Attire” is also appropriate on casual Fridays.

C. Unacceptable Attire. The following is not acceptable attire.

1. Clothing that is tight, clothing that is revealing such that either midriff or cleavage is exposed, or clothing that is sheer.
2. Clothing that contains offensive words, cartoons or images, etc.
3. Clothing that contains political statements, slogans or campaign related information.
4. If an employee may influence the determination of a contract with a vendor, the employee shall not wear any type of clothing, footwear, headgear, etc. that contains the name of a company or corporation that the City contracts with or uses as a vendor.
5. Blue denim jeans (with the exception of Fridays), shorts, bib overalls, sweatpants, exercise pants, cargo pants, warm-up suits and any spandex-like material pants that can be used for exercise.
6. Shorts, tight skirts, and mini-skirts. Strapless dresses and spaghetti-strap dresses.
7. Midriff tops, halter tops and tube tops.
8. Shower footwear, beach flip-flops, or slippers.
9. Employees with visible body piercings other than ear will be required to remove the jewelry while at work.
10. Using a reasonable person standard, other attire which may not be considered appropriate for the workplace.

### III. Compliance Requirements.

- A. Employees. City of Berlin employees are responsible for complying with the above expectations and guidelines (except those noted in “Section IV” of this policy). Employees should contact his or her supervisor or the City Administrator if he or she has a question as to whether or not a certain item is considered acceptable attire.
- B. Management. Department Heads and Supervisors are responsible for monitoring compliance to this policy within their department.
- C. Employee Request for Review. An employee who believes they have been treated unfairly or inappropriately under this policy may ask that the matter be reviewed by the City Administrator. Human Resources will work with the employee and the Department to review the matter in a timely manner.

### IV. Exceptions.

- A. Employees working in the field, performing manual duties or at a worksite calling for other attire, jeans or similar attire which is appropriate to the type of work being performed by the employee. This exception must be approved in advance by the Department Head.
- B. This policy shall not apply to employees who wear uniforms or in situations where the employee’s clothing is addressed through a valid collective bargaining agreement.

- C. Exceptions to this policy may be made on a case-by-case basis for religious reasons, medical conditions and other applicable circumstances. Requests of this nature must be submitted for review by the Department Head and the City Administrator.
- V. Off Duty Employees. Employees shall be prohibited from wearing any City uniform or other apparel identifying the person as an employee of the City of Berlin outside of working hours, without express permission from their supervisor. In such instances where express permission is granted, the employee shall be expected to abide by all conduct standards as if the employee was on duty.

## **TATTOOS, BODY ART, AND HAIRSTYLES POLICIES:**

Purpose. The purpose of this policy is to establish rules and regulations regarding tattoos, body piercing, hair styles and jewelry. It is the policy of the City that all employees maintain the highest standards of professional appearance when interacting with the public and representing the City. Maintaining a professional appearance is critically important to fostering public trust and confidence in city government.

### I. Definitions.

- A. Inappropriate Tattoo – A tattoo is considered inappropriate if it depicts, describes, or otherwise refers to sexual conduct, acts, or organs.
- B. Offensive Tattoo -A tattoo is considered offensive if it depicts, describes or refers to intolerance of, or discrimination against any race, color, preference, creed, religion, gender, national origin, or; it is commonly associated with any organization or group which advocates such intolerance or discrimination; or brings discredit upon the City or violates standards of decency or morality.
- C. Tattoo – Includes any tattoo, scar, intentional scarring, branding, mark, mutilation or other permanent or temporary body art or modification deliberately placed on the body for purposes of decoration, ornamentation, or adornment. The term tattoo shall not apply to medical procedures, i.e. – cosmetic eyeliner, lipstick, etc.
- D. Excessive Tattoo - Excessive tattoos are defined as those covering more than 30 percent of an exposed body part.
- E. Ornamentation – Shall include body piercing jewelry, intentional body mutilation or scarring or foreign objects inserted in/under the skin.

### II. Tattoos

- A. Employees with tattoos or temporary decals deemed to be inappropriate, offensive, or excessive must be suitably covered while on duty. This can be accomplished by one of following:
  1. Wear the appropriate attire that provides majority coverage of tattoo or temporary decal.
  2. Cover the existing tattoo with a skin tone patch or make-up.
  3. Have the tattoo(s) removed at the employee's expense.

- B. Tattoos are prohibited in a visible location on the neck, face, head, scalp, below the elbow, or on the hands of employees.
- C. Inappropriate or excessive tattoo issues will be handled on a case-by-case basis.
- D. The employee's department head shall determine if a tattoo is inappropriate or excessive and if the employee will be required to keep it concealed.
- E. No employee may have a tattoo, whether covered or not, that is offensive. Any employee discovered to have such a tattoo may be subject to disciplinary action up to and including termination.
- F. It is recommended that employees planning on receiving a tattoo get prior approval with their department head to assure that the tattoo will meet this policy.

### III. Body Piercing And Ornamentation Prohibited

- A. Employees shall not wear any item of ornamentation in their nose, eyebrow, tongue or any other location of their body whether visible or not during duty hours or any duty-related function. There will be the exception of earrings permitted for employees. Employees will be permitted to wear up to three (3) earrings per ear, and not detract from the employee's professional appearance.
- B. Employees are prohibited from having any visible foreign objects inserted under the skin, pierced, split or forked tongue, and/or stretched out holes in the ears.
- C. The use of gold, platinum, or other veneers or caps for the purposes of ornamentation is prohibited. Teeth, whether natural, capped or veneer, will not be ornamented with designs, jewels, initials, etc.
- D. Contact lenses, if worn on duty, shall be in a natural eye color. Red, orange, silver and other unnaturally colored contact lenses, or colors when worn that create an unnatural eye color, and contact lenses with graphic designs of any kind are prohibited.

- IV. Hairstyles. At all times while on duty, employees shall be well-groomed and present a neat appearance. All hair styles shall be neatly groomed, the length, bulk and appearance of the hair shall not be ragged, unkempt, or extreme in appearance. Hair style must not preclude the normal wearing of any uniform headgear equipment, if required.

## **COMPUTER AND COMMUNICATION USE POLICY**

This policy shall apply to all telecommunications and computer systems that run on equipment and peripherals that attach to any computer system for which the City of Berlin is responsible. These systems include, but are not limited to Internet access, e-mail, voice mail, any extensions of those systems, or stand alone computer equipment, which is used to support the operation of the City of Berlin. This includes, but is not limited to printers, desktop computers, notebook computers, laptop computers, monitors, modems, memory cards, video cards, internet cards, I/O cards, cables, pc based fax boards, keyboards, disk drives, voice mail, cell phones, smart phones, and other communication systems. All such systems are the property of the City of Berlin and are to be primarily used for City of Berlin purposes. For those employees having access to such systems, highly limited reasonable personal use of City of Berlin telecommunications and computer systems is permitted, however, employees should assume these communications are not private. However, employees are completely prohibited from utilizing or viewing social media sites such as Facebook, MySpace, Twitter, dating sites, or the like, on City telecommunications or computer systems. The ONLY exception to utilizing social media sites on City equipment or on City time is if the site is City sponsored and the activity is part of the employee's scope of duties.

The City of Berlin reserves the right to periodically access, monitor, and disclose the contents of e-mail, voice mail messages, text messages and instant messages. Access or disclosure of individual employee messages may only be done with the approval of the City Administrator.

Employees may not use internal communication channels or devices, or access to the Internet at work, to post, store, transmit, download, or distribute any threatening materials; knowingly, recklessly, or maliciously false materials; or obscene materials including anything constituting or encouraging a criminal offense, giving rise to civil liability; transmit files that contain a virus or corrupted data; delete any authority attributions, legal notices or proprietary designations or labels in a file that is transmitted; falsify the source or origin of software or other material contained in a file transmitted; use in a manner that adversely affects the availability of said systems; falsely purport to be a City of Berlin associate or agent, or otherwise violate any laws or regulation. Additionally, these channels of communication may not be used to send chain letters, personal broadcast messages, or copyrighted documents that are not authorized for reproduction; nor are they to be used to conduct an external job search or open misaddressed mail.

Employees who abuse the City of Berlin 's telecommunications or computer systems or use them excessively for non-business purposes may lose these privileges and be subject to disciplinary action up to and including termination. Employees are responsible and liable for any damage caused to the City by inappropriate use of communications systems, including but not limited to damages from computer viruses, or claims of third parties against the City.

Computer terminal passwords are confidential and must be safeguarded at all times. It is the system user's responsibility to ensure that passwords are never left unprotected or unsecured. An unprotected password constitutes a security violation. System users are accountable for all processing done under their passwords and/or computer. To ensure the protection of individual passwords, passwords are not to be shared with anyone other than designated management personnel.

Remember that the City is subject to the Public Records law and anything that is found on a City owned computer or communication device is subject to public scrutiny. Also, use of private devices for public business may also be subject to public scrutiny under the Public Records laws.

**TELEPHONE USAGE POLICY:** The telephone system (including voice mail) at the City of Berlin is the property of the City of Berlin and is provided for business purposes. The City of Berlin may periodically monitor the usage of the telephone systems to ensure compliance with this policy. Therefore, employees should not consider their conversations on the City of Berlin's telephone system to be private. Occasional use of the City of Berlin telephone system for personal phone calls while on break is permitted for calls of short duration. However, all personal long distance phone calls made on City of Berlin phones must be documented with a time and date and reported to the City Clerk's office. The employee responsible for the phone call will be billed accordingly for the call when the phone bill arrives.

### **SPECIAL CELL PHONE/ELECTRONIC DEVICE USE POLICY:**

**PURPOSE:** The City of Berlin is firmly committed to employee safety and will do everything possible to prevent workplace accidents. Crashes attributed to driver distraction are quickly on the rise, in large part because of widespread use of cell phone and other portable electronic devices behind the wheel.

Researchers across the country have found that response times and attentiveness while using a mobile device are as low as those of drunk drivers. To protect employees driving on city business as well as others on the road, the City has developed this Special Cell Phone/Electronic Device Use Policy. This Special Policy is in addition to those general policies set forth previously in this Handbook governing use of the City's telecommunications and computer systems, which include cell phones and electronic devices, and it is not intended to supplant such general policies.

**SCOPE AND APPLICABILITY:** The Special Cell Phone/Electronic Device Use Policy applies to all employees who fit any or all of the following criteria:

- Driving on City business in any vehicle, personal or otherwise
- Driving a company car, whether on City business or not
- Placing work-related calls, whether driving on City business or not
- Using a City-issued cell phone or other electronic device while driving

**DEFINITIONS:** "*Cell phone*" (also known as a mobile phone, smart phone, handheld cell or handset) – a mobile electronic device that engages in telecommunications including voice calls, text messaging/short message service (SMS) and/or e-mail. Cell phones also may include features like complete Internet access, games, multimedia messaging service (MMS), instant messaging (IM) service, digital audio (MP3) players, cameras, radios and global positioning systems (GPS). Any device that engages these functions is included in this policy.

"*Electronic device*" in this policy, electronic device means any portable apparatus that involves user interaction. This includes, but is not limited to, laptops, GPS systems, MP3 players, cameras, pagers and personal digital assistants (PDAs).

"*Headset*" (also known as hands-free) – an extension of the cell phone either connected to the handset via cord or wirelessly through Bluetooth technology that allows the user to engage in voice communication without holding onto the cell phone itself.

**PROCEDURES:** The following procedures apply to all employees falling under the conditions outlined above in SCOPE AND APPLICABILITY.

**State Laws:** The City is not responsible for any traffic violations or parking tickets acquired by violation of city ordinance, state or federal laws regarding an employee's driving habits and operation of an employee's motor vehicle. Any ticket issued is the employee's responsibility, even if the ticket is issued

while conducting City business. Note that cell phone driving laws vary greatly by state, and it is the employee's responsibility to be familiar with and abide by such laws. This is especially important for employees who travel on City business. Some states have laws banning all drivers from talking on handsets but permit the use of headsets. Others have laws prohibiting text messaging (sending, receiving and reading) while behind the wheel.

All employees must comply with this Special Cell Phone/Electronic Device Use Policy on top of abiding by any state or local regulations addressing the same matters.

### General Policies

- Use of cell phones while driving is strictly prohibited – this includes all functions of the cell phone including, but not limited to, phone calls, text messaging/SMS, e-mail, MMS, Internet use, camera use, etc.
- Use of electronic devices – including laptops, PDAs, cameras and pagers – while driving is strictly prohibited unless specifically outlined below.
- Voicemail must handle all calls while driving, and calls may only be returned when stopped or pulled off the road.
- Passengers making or taking calls for the driver is permissible provided the interaction does not affect the driver's performance.
- Regular callers must be informed that the employee will not be available while driving and should be notified of the best times to call based on driving schedule.
- Employees who receive calls from co-workers who are driving are obligated to ask that the co-worker call back at a more appropriate time.
- Use of cell phones or electronic devices for personal use during work time, whether while driving or not, is prohibited entirely.

Headset/Hands-Free Use: The use of headsets or hands-free devices while driving is permissible only if all of the following apply:

- The device is pre-approved by the City Administrator for use.
- Use of the device does not cause distraction (i.e., fiddling with the device or taking eyes off the road to get it to function properly)
- Any dialing or use of the handset is handled while stopped or pulled to the side of the road.
- Conversations do not interfere with the driver's ability to drive safely.
- Road conditions are generally good and do not threaten the employee's safety.

Emergency Calls: The only exception to the cell phone use policy is calls placed to 911. If placing or accepting an emergency call, the employee should keep it short and use a hands-free option if available. When receiving an emergency call, the employee should ask the caller to briefly hold until he or she can safely pull the vehicle off the road.

GPS Systems: The City of Berlin understands that sometimes, especially when travelling in unfamiliar areas, drivers require assistance with directions. GPS systems are extremely helpful devices, but they can also be distracting if used improperly. Employees must adhere to the following:

- Mounted GPS systems may not block or obstruct the driver's view in any way.
- GPS systems must be voice narrated and must not require that the driver look away from the road to follow instructions.
- Employees may not program the system while in motion. Programming or otherwise engaging

with the GPS screen may only occur while stopped or while pulled off the road.

**MP3 and Other Audio Devices:** In some cases, worrying about music selection or touching dials and buttons on the radio, MP3 player or other audio device may be just as dangerous as cell phone use. It takes eyes and concentration off the road, which is not permissible under this policy. The City of Berlin does not allow employees use of personal, portable audio devices. However, while the City does not want to eliminate the employee's ability to enjoy music while behind the wheel, they must follow these guidelines:

- Employees may not take eyes off the road to adjust music settings.
- Programming music settings while stopped, pulled off the road or before departing is permissible behavior.
- Employees may not under any circumstances use MP3 players or other handheld electronic audio devices with headphones – not only is illegal in most states, it also impedes the driver's ability to properly hear warning sign, signals or sirens.

**PERSONAL MAIL:** All mail delivered to the City of Berlin is presumed to be related to City of Berlin business. The office personnel may open mail sent to employees at the City of Berlin before being routed to the employee's department. If an employee does not wish to have his or her correspondence handled in this manner, he or she should have it delivered to his or her home. Consistent use of having personal mail routed to the City of Berlin or using the City of Berlin's address as an employee's permanent address is not acceptable.

**E-MAIL USAGE:** Many employees are authorized to utilize the City of Berlin's e-mail and are given personal e-mail accounts. Although e-mail is an important communication for our everyday business, it is also a privilege. No profanity or inappropriate materials may be e-mailed from or to another City of Berlin e-mail account. E-mail accounts may be accessed and monitored at any time without the employee's knowledge. It is acceptable for an employee to use his or her personal City of Berlin e-mail account for a reasonable highly limited amount of personal access. However, excessive personal use and the transferring of any inappropriate materials via e-mail will not be tolerated and will be subject to discipline and/or termination. Use of an employee's City of Berlin e-mail account for personal use should be limited only to his or her personal time, such as on rest periods, lunch periods or after hours, and is not permissible while on duty.

**INTERNET USAGE:** Many employees have computer Internet access in their course of business with the City. Internet usage is restricted to business use during business hours. Personal Internet usage is acceptable during an employee's personal time, such as on rest periods, lunch periods or after hours.

**SOFTWARE POLICY:** The City of Berlin regulates employees' use of its computer software. Employees may not duplicate any licensed software or related documentation for use, either on City premises or elsewhere, unless expressly authorized to do so by written agreement with the licensor. Employees may not provide licensed software to anyone outside the City. Employees should be aware that the illegal duplication of software may result in the filing of criminal copyright charges by the owners of the copyrights and can subject both the employee and the City to liability.

All software that the City of Berlin acquires must be registered and properly inventoried. Employees may

not load personal software that is not related to City business on any City computer without prior authorization from the City Administrator.

## **SAFETY & EMERGENCY**

**SAFETY:** The City of Berlin is committed to maintaining a safe and healthy environment for all employees. Employees should report all accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues immediately to his or her supervisor.

If an employee is injured, a supervisor should be contacted immediately. Employees should seek help from outside emergency response agencies, if needed. Contact information is posted in the City Clerk's office.

Employees must complete an Employee's Claim for Worker's Compensation Benefits Form if he or she has an injury that requires medical attention. If an employee's injury does not require medical attention, he or she must still complete a Supervisor and Employee Report of Accident Form in case medical treatment is later needed and to ensure that any existing safety hazards are corrected. Employees can obtain the required forms from the City Clerk's office.

A federal law, the Occupational Safety and Health Act, requires that the City keep records of all illnesses and accidents that occur on the job. OSHA also provides for an employee's right to know about any health hazards, which might be present on the job.

In addition, the state Workers' Compensation Act also requires that employees report any illness or injury caused by the workplace, no matter how slight. If an employee does not report an injury, he or she may jeopardize his or her right to collect workers' compensation payments as well as health benefits. Employees can get the required reporting paperwork from the City Clerk's office.

**FIRE SAFETY:** Every employee is responsible for recognizing potential fire dangers and taking an active role in preventing fires.

Employees are required to observe all OSHA safety requirements and regulations. Flammable materials are to be stored in covered metal containers. Employees should not block any fire doors, fire exits, fire extinguishers, windows or doorways. Review the fire escape routes posted in each work area.

**EMERGENCY MEASURES:** We realize that bad weather or hazardous commuting conditions may occasionally make it impossible for employees to report to work on time. However, employees are expected to make a diligent effort to report to work when conditions have improved. If an employee determines that he or she is unable to report to work because of the conditions, he or she must inform his or her supervisor as soon as possible. His or her absence will be charged to personal leave or vacation time, if available. If it becomes necessary to shut down the office due to weather or other emergency, every effort will be made to notify employees. If there is a question as to whether the office will be open, employees are instructed to call his or her place of work. If there is no answer within one hour after the normal start time, assume the office is closed.

## ACKNOWLEDGEMENT

I acknowledge that I have received the City of Berlin Employee Handbook and that I have read and understand the policies.

I understand that this Handbook represents only current policies and benefits, and that it does not create a contract of employment. City of Berlin retains the right to change these policies and benefits, as it deems advisable.

Unless expressly proscribed by statute or contract, my employment is "at will." I understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the City has the same right. I further understand that my status as an "at will" employee may not be changed except by Common Council approval.

I understand that I must comply with all of the provisions of the Handbook to have access to and use City resources. I also understand that if I do not comply with all provisions of the Handbook, my access to City resources may be revoked, and I may be subject to disciplinary action up to and including discharge.

I further understand that I am obligated to familiarize myself with the City's safety, health, and emergency procedures as outlined in this Handbook or in other documents.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please Print Your Name \_\_\_\_\_

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Approve the recommendation of the COTW to approve and post the RFP for Real Estate Services for the WIS 91 Highway Project.  
**MEETING DATE:** April 14, 2026

**BACKGROUND**

The Wisconsin Department of Transportation has the STH 91 project slated for 2029, with a PS&E date of May 1, 2028. The project will require Real Estate services to ensure that all property information is correct and all needed easements and agreements are in place.

The City needs to issue the RFP soon to allow adequate time for the Real Estate services to be conducted prior to the start of any planned work.

A recommendation was made at the April Committee of the Whole meeting to approve and issue the RFP for Real Estate purposes for the WIS 91 Highway Project.

This item is on the consent agenda.

**LOCAL PUBLIC AGENCY REQUEST FOR PROPOSAL (RFP)  
FOR REAL ESTATE SERVICES FOR**

**Project: I.D. 6540-01-03**

**Corridor: WIS 91, WIS 49 South to Berlin, Green Lake County**

Issued by: The City of Berlin

Submit RFP responses to: Jessi Balcom, City Administrator

Proposals due no later than 4:30PM on \_\_\_\_\_

For further information regarding this RFP contact:

Jessi Balcom, City Administrator  
[cityadministrator@cityofberlin.wi.gov](mailto:cityadministrator@cityofberlin.wi.gov)  
(920) 361 5400  
108 N Capron Street  
PO Box 272  
Berlin, WI 54923

**LATE PROPOSALS WILL BE REJECTED/LATE PROPOSALS WILL NOT BE ACCEPTED**

Issued: \_\_\_\_\_

Exhibit A: TLE Exhibit

Exhibit B: 60% Plan Set

Anticipated Start Date: Anticipated start date will be as soon as contracts are signed following contract award. All appraisals shall be scheduled and work completed within a suitable timeline to meet the PS&E date of **May 1, 2028**. City will provide from the DOT the construction plan, profile and cross sections and right of way plats as they become available.

## I. GENERAL INFORMATION

### A. Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for real estate acquisition services for the WIS 91 project.

### B. Definitions

The following definitions are used throughout this RFP:

1. Municipality means Municipality of the City of Berlin.
2. Consultant means staff or Principal Consultant.
3. Principal Consultant means firm or individual which contract will be named under.
4. Functional area means those areas typically recognized as task areas of appraisal, acquisition, relocation, and lands management.
5. Sub-consultant means firm or individual doing work under Consultant.
6. Proposer means firm or individual submitting proposal.

### C. Scope

#### 1. Background and Statement of Need

The Municipality has deemed it practical and necessary to engage in a turn-key real estate contract for services to include, but not limited to, project management, acquisition, appraisal, and lands management to acquire necessary property rights for the Highway 91 Road Project.

The magnitude or complexity of this project is of such significance as to be beyond the present capabilities of the Municipality submitting this request, either for expertise or staffing resources. The use of a turn-key contract, over individual task contracting, was chosen to promote more uniform coordination between the individual task areas, as well as providing a project management resource to aid the Municipality in project tracking, public involvement, and project coordination.

Due to the need stated above, the Principal Consultant will be required to provide the expertise and resources to accomplish many coordination and public involvement

activities as well as the specific tasks relating to the functional areas. Note: See attached exhibit A for greater detail of parcels and acquisitions (TLEs).

## 2. Description of Work to be Performed (Tasks)

Services to include, but not limited to:

- a. Provide a Real Estate Project Manager
- b. Preparation of nominal value offers
- c. Coordinate with utility moves
- d. All title search services
- e. Complete appraisal services
- f. Pre-project conferences
- g. Complete acquisition services
- h. Preparation of all parcel files
- i. Prepare and maintain project spread sheets
- j. Recording all appropriate documents
- k. Prepare all appropriate documents
- l. Coordination of all plat revisions
- m. Preparation of R/W Certifications

## 3. Qualifications and Responsibilities of the Consultants or Sub-Consultants

Qualifications: Consultants must be on the Wisconsin Department of Transportation Bureau of Technical Services listing of approved personnel. The selected consultant shall provide professional, competent real estate staff that have demonstrated direct appraisal, relocation, and acquisition experience necessary to provide quality and timely services for the real estate services listed. The consultant shall have demonstrated satisfactory real estate service performance on comparable prior public improvement projects. The consultant must be knowledgeable about and have the experience performing the following:

- a. Valuation (appraisal and waiver)
- b. Consultant must be knowledgeable of the Wisconsin Department of Transportation's Real Estate Program Manual, and all work must be performed in accordance with it
- c. Consultant must be able to work in a professional manner with multiple groups (City personnel, general public, affected property owners, WDOT personnel, etc.)

- d. Consultant must be capable of interpreting and implementing all tasks according to laws, statutes, codes and policies
- e. Consultant must be able to put documents into READS Parcel Logs for Review
- f. Consultant must be capable of interpreting and implementing all functional areas according to laws, statutes, codes, and policies.
- g. Consultant must be certified, registered, approved, or otherwise recognized to hold such levels of competence in those areas where such levels or designations are required.
- h. Consultant must be capable of providing expertise in analytical skills, computer skills, and conflict resolution skills.
- i. Consultant must be capable of providing expertise in oral and written communications, and public involvement.
- j. Consultant must be capable of providing exhibits, drawings, graphs, or spread sheets to meet the needs of the project.
- k. Consultant must be capable of providing expertise in understanding the interconnected needs within the real estate functional areas, as well as other project related areas such as design and construction.

Responsibilities. Consultants and or sub-consultants will be:

- l. Acting as agents for the Municipality in all of the functional areas of real estate and project management.
- m. Providing all of the typical real estate services and will be the recommendation authority for all submittals for revisions, settlements, payments, and computations. (Any settlement, payment, or computation approval must be approved by the Local Municipality.)
- n. Responsible for preparation and accuracy of all documents, project files, and parcel files.
- o. Providing liaison, support, and/or potentially direct contact and response to political, individual, agency, or any other inquiries pertinent to the real estate activities.

*This is a connecting highway project and is in conjunction with WisDOT, and that the WisDOT manual and process will be followed. Turn-key acquisition project which includes introduction letters, review of title work, sales study/data book, Nominal Payment Parcel Report, appraisals if needed, negotiations including all READS input and offering packages, closing out parcel files to include recording of all documents, W-9 information, sending of six-month/two-year deed letters, encroachment related*

*documents, and to complete a final audit verifying that all information is in READS at the end of the project. Appraisal Review will be completed by WisDOT.*

#### D. Procuring and Contracting Agency

This RFP is issued by the Municipality which is the sole point of contact during the selection process. The contract resulting from this RFP will be a two party contract between the Consultant and the Municipality. The contract resulting from this RFP will be administered by the Municipality. The contract administrator will be the City Administrator.

#### E. Clarification of the Specifications and Requirements

Any questions concerning this RFP should be submitted to:

Jessi Balcom, City Administrator  
[cityadministrator@cityofberlin.wi.gov](mailto:cityadministrator@cityofberlin.wi.gov)  
(920) 361-5400  
PO Box 272 108 N Capron Street  
Berlin, WI 54923

## **II. PREPARING A PROPOSAL**

### A. General Instructions

The evaluation and selection of a consultant will be based on the information submitted in the proposal, plus references, and accompanied contract dollars as bid for the work required. Submittals should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a proposal.

### B. Specific Proposal Requirements

Proposals are expected to describe a plan that can be accomplished within the framework described above and identify any constraints, limitations or special arrangements that may be required to perform the tasks needed. Proposals are expected to present ideas in sufficient detail to demonstrate an understanding of the process, and an appreciation for the degree of communication and effort needed to carry out the duties effectively and successfully.

The proposal shall:

1. Proposals must include no more than twenty (20) pages, 8 ½ inches by 11 inches.
2. All quotations must identify the firm name, address, and specific assessment services experience in Wisconsin. The proposals should also include the names, educational background and municipal assessment experience of the person or persons to be assigned as the Municipality's point of contact for the work to be performed.
3. Identify the specific tasks involved in the performance of the proposed work effort.
4. Identify the means in which these tasks would be implemented.
5. Identify the Principal individual(s), qualifications, and experience of those proposed to do the work.
6. Identify any computer or graphic aids that may assist in the preparation of documents or exhibits.
7. Include a list of references for the Consultants and Sub-consultants.
8. A detailed resume of the person or persons to be assigned as the Municipality's primary contact for work to be performed should be submitted.
9. The proposals should also identify any and all contractual requirements that the bidder has.

#### C. No Assignment

The successful applicant is not permitted to assign, subcontract, or transfer the work of providing assessment services, without the prior written approval of the Municipality.

#### D. Insurance

The successful applicant shall maintain insurance coverage to protect against claims, demands, actions, and causes of action, arising from any act or omission of the

successful applicant, his/her agents and employees in the execution of the work. The successful applicant shall indemnify and hold harmless the Municipality for any and all errors and omissions as they relate to this office in a form approved by the City Attorney. Certificates of insurance by a company authorized to transact business in the State of Wisconsin shall be supplied to the Municipality. The City of Berlin shall be named as an additional insured.

Limits of Liability shall not be less than:

1. Workers compensation statutory limits
2. Comprehensive general liability, including personal injury and blanket contractual liability in the amount of \$1,000,000 per occurrence, combined single limit
3. Comprehensive auto liability, including property damage and non- ownership coverage in the amount of \$1,000,000 per occurrence, combined single limit.

#### E. Incurring Costs

The Municipality or State of Wisconsin is not liable for any cost incurred by proposers in responding to this RFP. The Municipality or State of Wisconsin is not liable for any cost incurred by proposers in preparing any cost calculations or submittals for the contract portions of this request.

#### F. Proposal Cost

Include the full cost of the proposal for project to be completed in the format provided on the attached Cost Form.

### **III. PROPOSAL SELECTION AND AWARD PROCESS**

#### A. Evaluation Team

The Municipality's evaluation team will consist of members who have been selected because of their special expertise and/or involvement in the requirements and/or performance of the proposed work effort.

#### B. Proposal Scoring

Accepted proposals will be reviewed by the evaluation team and scored against the stated criteria listed below. The team will review references. The evaluation team scoring will be tabulated and proposals ranked based on the numerical scores received. The proposals will be reviewed and awarded to the successful applicant whose quote is the most

responsive to the solicitation and is the most advantageous to the City of Berlin. The conditions enumerated in this request for proposal will form the basis for the agreement which the City will enter into. The final agreement will be modified upon selection and will be subject to review and approval by the City Council.

The criteria to be used in evaluating the Request for Proposals are stated below:

1. General requirements: This will be based on the submittal's organization and how well the qualifications and capabilities of the Consultant and Subconsultants meet those needs to carry out the tasks as described, and that the level of expertise matches the designated tasks.
2. Technical requirements: This will be based on how familiar the Consultant and Subconsultants are with the requirements of Limited Term Easement (LTE) acquisition and all applicable associated functional areas.
3. Performance requirements: This relates to the Consultant and Subconsultants, and how well the individual(s) understand the basics and inter-relationships of the paperwork and communications required in performance of the possible unique situations, as well as the defined tasks.
4. Support requirements: This portion will be based on what technical equipment and/or personnel the Consultant and Sub-consultants have at their disposal for performing the defined tasks as well as unforeseen situations.

#### C. References

Proposers must include in their RFP a list of references for the Consultants and Subconsultants. References should include organizations name, including contact name, address, and telephone number, which can be used as references for work performed in the area of services required, or similar experience. Selected organizations, or individuals, may be contacted to determine the quality of work performed and personnel assigned to the project.

#### D. Acceptance/Rejection Process Right to Reject Proposals

The Municipality may schedule discussions with applicants submitting proposals as deemed necessary. The Municipality will award the contract based upon the proposal that the Municipality determines is in the best interests of the Municipality.

The successful applicant who submits the proposal selected by the Municipality shall be required to enter into a contract with the Municipality as set forth in this RFP, with said contract to be drafted subsequent to selection of the successful proposal.

The Municipality reserves the right to reject any and all proposals if determined that they do not satisfactorily meet the needs or qualifications required in accomplishing the tasks defined. The same right to reject may also be used if the work defined is either no longer required or project cancelled.

The City has deemed it practical and necessary to engage in a turn-key contract for services to include, but not limited to, project management, acquisition, appraisal, and lands management.

#### E. Right to Negotiate Contract Terms

The Municipality reserves the right to negotiate the terms of the contract, including the ward amount, with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, the Municipality may negotiate a contract with the next highest scoring proposer.

### **IV. SUBMITTING THE PROPOSAL**

Proposers must submit an electronic PDF via email of all materials required for acceptance of their proposal on or before 4:30 P.M on \_\_\_\_\_ this RFP to [cityadministrator@cityofberlin.wi.gov](mailto:cityadministrator@cityofberlin.wi.gov) .

Proposals may not be sent by facsimile machine.

All proposals and contracts submitted will become the property of the Municipality to which they are submitted, whether that Consultant and/or Subconsultant is selected or not, and may not be returned.

### **V. FINAL SELECTION**

The City Council of the City of Berlin will select the successful applicant. It is anticipated that a firm will be selected by approximately \_\_\_\_\_.

COST FORM

Project: Real Estate Services

City of Berlin, Green Lake and Waushara Counties, Wisconsin  
Wisconsin Department of Transportation Highway Project **6540-01-03**

Deadline: Date 4:30pm

To: City of Berlin

We \_\_\_\_\_ (name of consultant) acknowledge that we have received the RFP documents. We hereby agree to provide all services required to complete the work in strict accordance with this Request for Proposal and contract documents for the following stated amounts:

Appraisal parcel fees \$\_\_\_\_\_

Negotiation parcel fees \$\_\_\_\_\_

In the event a Nominal Waiver of Appraisal changes to an Appraisal, the Appraisal fee will be \$\_\_\_\_\_. The negotiation fee shall remain the same.

Time of Completion: The undersigned agrees, if awarded the contract, to supply deliverables by the dates specified. Failure to complete work will result in liquidated damages of \$100 per calendar day thereafter until work is completed.

Warranty: By act of submitting a proposal for the proposed work, the consultant warrants that:

- 1) Consultant and its subcontractors have carefully and thoroughly reviewed the RFP documents and have found them complete, free of ambiguities, and sufficient for the purposes intended; and
- 2) Consultant and all workers, employees, and subcontractors are skilled and experienced in the type of work represented by the RFP documents; and
- 3) Proposal is based solely upon the RFP documents and properly issued addenda and not upon any other representation; and
- 4) Neither the consultant nor its employees, agents, or subcontractors have relied upon any verbal representations allegedly authorized from the City, its employees or agents, in assembling the proposal.

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** Memorial Day Procession - Special Events on Streets, Highways and Municipal Parking Lots Permit  
**MEETING DATE:** April 14, 2026

**BACKGROUND**

The Wells Krause VFW Post 2925 has requested a permit for the Memorial Day Procession on May 25, 2026. Both the Police Chief and Street Superintendent have reviewed the permit and noted no concerns.

**SUGGESTED MOTION**

Motion to approve the Special Events on Streets, Highways and Municipal Parking Lots permit to the Wells Krause VFW Post 2925 for the Memorial Day Procession on May 25, 2026.

## City of Berlin –Special Event Permit Checklist

Name of Event: Memorial Day Procession  
18-333 Event on Street/Highway (5k Run/Walk, Car show, Non profit vendor sales event, Business open house etc.)  
Use of City streets, sidewalks, street parking spaces  
Parade (School Homecoming, Memorial Day, Pumpkins on Petunias tractor, Christmas Parade etc.)  
Event on Municipal Parking Lot (Farmers Market, Fox River Days, Pumpkins on Petunias etc.)  
Use of South Capron St Lot, Market Square Lot

- Date application submitted: 4-1-26
- New Event or  Recurring Event with ~~without~~ changes since prior event.  
(Circle One)  
Describe any changes in the Additional Details space.
- COMPLETE APPLICATION Submitted no less than 45 days prior to event if NEW EVENT  
(45 days time period may be waived if the Event is Recurring)
- Description of event, sketch of location, or outlined map if needed
- Park and Recreation Commission Request Form completed for events in City Parks (including parking lots)
- CERTIFICATE OF LIABILITY INSURANCE (Unless Exempt) In the Amount of \$1,000,000 BODILY,  
\$500,000 PROPERTY for EACH OCCURRENCE with THE CITY OF BERLIN NAMED AS AN  
ADDITIONAL INSURER  
  
Expiration date: \_\_\_\_\_  
  
or
- EXEMPTION FROM LIABILITY INSURANCE (Religious, charitable, service, fraternal, veterans,  
school)  
  
Proof of exemption status required YES or NO
- SIGNED INDEMNIFICATION AGREEMENT (Required for all permits.)
- NA NEIGHBORING RESIDENT CONSENT (Not required for parades or 5k runs/walks. Street use  
requirement – at least 75% of named streets' residents, municipal parking lot requirement – at least 75% of  
residents within 200 feet of named lot.)
- FEE OF TWENTY DOLLARS (\$20.00) Date of payment: \_\_\_\_\_
- [Signature] Reviewed by Chief of Police (New or change only, for recurring give FYI copy)
- [Signature] Reviewed by Street Superintendent (New or change only, for recurring give FYI copy)
- Date of Council Meeting for new approvals: 4/14/26

NOTES:

# CITY OF BERLIN PERMIT APPLICATION

## Special Events on Streets, Highways, and Municipal Parking Lots

(Provisions of SEC. 18-331 thru SEC.18-337 Municipal Code Apply)

If you need additional space for any answers, attach additional sheets as necessary

18-333 Event On Street/Highway  18-333 Parade  18-333 Event on Municipal Parking Lot  
Applicant's Name: Wells Krause VFW post 2925 Date of Application: 4-1-20

Applicant's Telephone Num: [REDACTED] Applicant's DOB/Organized: \_\_\_\_\_

Applicant's Address: 420 N Wisconsin St. Berlin, WI

Purpose of Application Request: Memorial Day Procession

If applicant is an organization, provide the name(s), title(s) or position(s), address(es), and telephone number(s) of authorizing official(s) (for corporations, all officers and directors; for LLC's, all members and managers; for partnerships, all partners; for trusts, all trustees):

Name, Title, and Address	Telephone Number
<u>Victor Shrack</u> [REDACTED] <u>Berlin, WI 53123</u>	[REDACTED]

If applicant is **NOT** an organization (corporation, LLC, partnership, trust, etc), provide the name(s), title(s), or position(s), address(es), and telephone number(s) of person(s) responsible for this request:

Name, Title, and Address	Telephone Number

Details of Event: (For extended details, use the back of this form and include drawings of proposed event or route).

What: Memorial Day Procession  
When: May 25, 2020 Start Time and Duration: Line up at 9:00am Procession at 9:30am  
Where: S. Capron to Riverside If Parade, Assembly Area: S. Capron St. Ends approx 10:30am  
Estimated number of units (if parade) or persons attending (if other event): 10-15

Does applicant claim exemption from liability insurance as a government agency, religious, fraternal, veterans, charitable, or service organization per Sec. 18-333(b)(2) and or (4).  Yes  No

If yes, explain: \_\_\_\_\_  
(Also submit any supporting documentation for this claim of exemption)

Applicant or Applicant's Agent's Name Signature: Victor Shrack

Name of Person Signing (please print): Victor Shrack

Title of Person Signing (if applicant is an organization): Adjutant

### For Office Use Only Include with Application:

Fee Paid (or) Exempt from fee (governmental procession)  Yes  No  
Neighboring Consent Form (or)  Not Applicable  Indemnification Form  
Liability Insurance (or)  Applicant is exempt and approved by City Attorney

Reviewed by: \_\_\_\_\_ Chief of Police \_\_\_\_\_ Street Superintendent

Common Council approval:  Yes  No  NA (Recurring)

Recommendation: Conditions for Approval or Reasons for Denial:  
\_\_\_\_\_  
\_\_\_\_\_

Additional Details: Change in who applied, however keeping the 2025 route.

Line up on South Capron at 9:00 am

New: Parade begins with wreath ceremony at bridge on Huron St. at 9:30 am.

Parade ends at Veteran's Memorial at Riverside Park. Memorial program immediately follows.



## City of Berlin

108 North Capron Street P.O. Box 272  
Berlin, WI 54923  
920-361-5400 Phone 920-361-5454 Fax

### Indemnification, Defense, and Hold Harmless Agreement

The undersigned, as an applicant for a permit from the City of Berlin, hereby agrees to indemnify, defend, and hold harmless the City of Berlin and its employees and agents against all claims, liabilities, loss, damages, or expenses against or incurred by the City of Berlin on account of any injury to or death of any person, or any damage to property, caused by or resulting from the activities for which the permit was granted.

Specifically this Agreement applies to the following event:

Memorial Day Procession

(Description and location of event)

On: Monday May 25, 2020

(Date(s) of event)

By: Dieter Shrock Victor Shrock

(Sign and Print Name)

**OR** On Behalf of:

Wells Krause VFW Post 2925

(Name of Organization and Title if applicable)

*If signing on behalf of an organization, you must have authority from the organization to sign an agreement like this. By signing this agreement, you are warranting to the City of Berlin that you have such authority.*





**City of Berlin - Department of Planning and Development**  
108 North Capron St • P.O. Box 272 • Berlin, Wisconsin 54923-0272  
(920) 361-5400

**MEMO**

TO: Common Council  
FROM: Timothy Ludolph, Planning & Development Director  
RE: Raze or Repair Inquiry- 134-136 Water St  
DATE: April 14<sup>th</sup>, 2026  
ATTACHMENT: NOTICE AND ORDER TO RAZE OR REPAIR 134-136 Water St, Raze Cover Letter

**Background**

In October 2025 a complaint from individual(s) working at the Senior Center was made to Planning and Development with concerns about the condition of the garage at 134-136 Water Street. This led to an exterior inspection from the Berlin Senior Center property and photographs taken and sent to the Building Inspector.

**Discussion**

The attached notice allows the owner thirty days to provide sufficient documentation to enable the repair or demolition of the building. The decision to pursue either repair or demolition, rather than simply demolishing and removing, is intentional, as it would place the responsibility on the city to demolish the structure and demonstrate compliance with the 50% rule. That would be the next step, and staff would prefer to not commit to that route until all other alternatives are exhausted. This approach of repair or demolition will afford the property owner a reasonable timeframe to organize the necessary steps for either repairing or demolishing the unsafe building.

**Recommendation**

Accept the findings as prepared by the Building Inspector and authorize the Raze and Repair Order for the Garage At 134-136 WATER ST (#206-00076-0000.) – Note this only applies to the garage.

April 14<sup>th</sup>, 2026

**Leonard J Phillips**

965 Wilcox St Apt 103

Waupun, WI 53963-2271

**RE: Notice and Order to Raze or Repair – 136 Water St, Berlin, WI 54929**

Dear Mr. Phillips,

Please find enclosed the formal **Notice and Order to Raze or Repair** regarding the accessory garage structure located at 136 Water St, Berlin, WI 54929.

Following a recent inspection, the City of Berlin Building Inspector determined that the garage is structurally unstable, specifically noting deficiencies in the roof. Under Wis. Stat. § 66.0413, the structure has been classified as unfit for use and a public nuisance.

As the owner of record, you are required to take one of the following actions:

- **Repair:** Bring the structure into full compliance with City and State building codes.
- **Raze:** Completely remove the building, debris, and foundation, leaving the site in a leveled condition.

**Important Deadlines:** Compliance efforts must commence within **thirty (30) days** of the service of this notice. Please be advised that failure to act within this timeframe may result in the City razing the structure at your expense, which would be charged as a lien against the real estate.

You have the right to appeal this order to the circuit court within thirty (30) days of service, as provided by Wis. Stat. § 66.0413(1)(h).

If you have questions regarding the necessary repairs or the demolition process, please contact my office directly.

Sincerely,

**Matthew Kelly** Building Inspector City of Berlin

920-763-4018

# NOTICE AND ORDER TO RAZE OR REPAIR

DATE: April 14th, 2026

PROPERTY ADDRESS: 136 Waters St, Berlin, WI 54929

PARCEL ID: 206-00076-0000

OWNER ON RECORD: Leonard J Phillips

MAILING ADDRESS: 965 Wilcox St Apt 103, Waupun, WI 53963-2271

---

## I. FINDINGS OF FACT

Pursuant to Wis. Stat. § 66.0413, an inspection was conducted on the property located at **136 Waters St**. Based on this inspection, the City of Berlin Building Inspector has determined that the **Accessory (Garage) building/structure** is:

- **Unfit** for human habitation, occupancy, or use.
- **Sufficiently out of repair** such that it is dangerous, unsafe, unsanitary, or otherwise detrimental to public welfare.
- Determined to be a **public nuisance**.

### Specific Deficiencies Noted:

- Structural instability of the roof.
- Dilapidated and out of repair; consequently, dangerous and unsafe.

---

## II. THE ORDER

**YOU ARE HEREBY ORDERED** to choose one of the following two actions:

1. **REPAIR:** Make the building safe and sanitary by completing all necessary repairs to bring the structure into compliance with the City of Berlin Building Code and Wisconsin State Statutes.
2. **RAZE:** Excavate and remove all building materials, debris, and the foundation from the premises, leaving the site in a clean, dust-free, and leveled condition.

---

## III. DEADLINES

- **Commencement:** Actions to comply with this order must begin within **thirty (30) days** of the date of service.

---

#### **IV. FAILURE TO COMPLY**

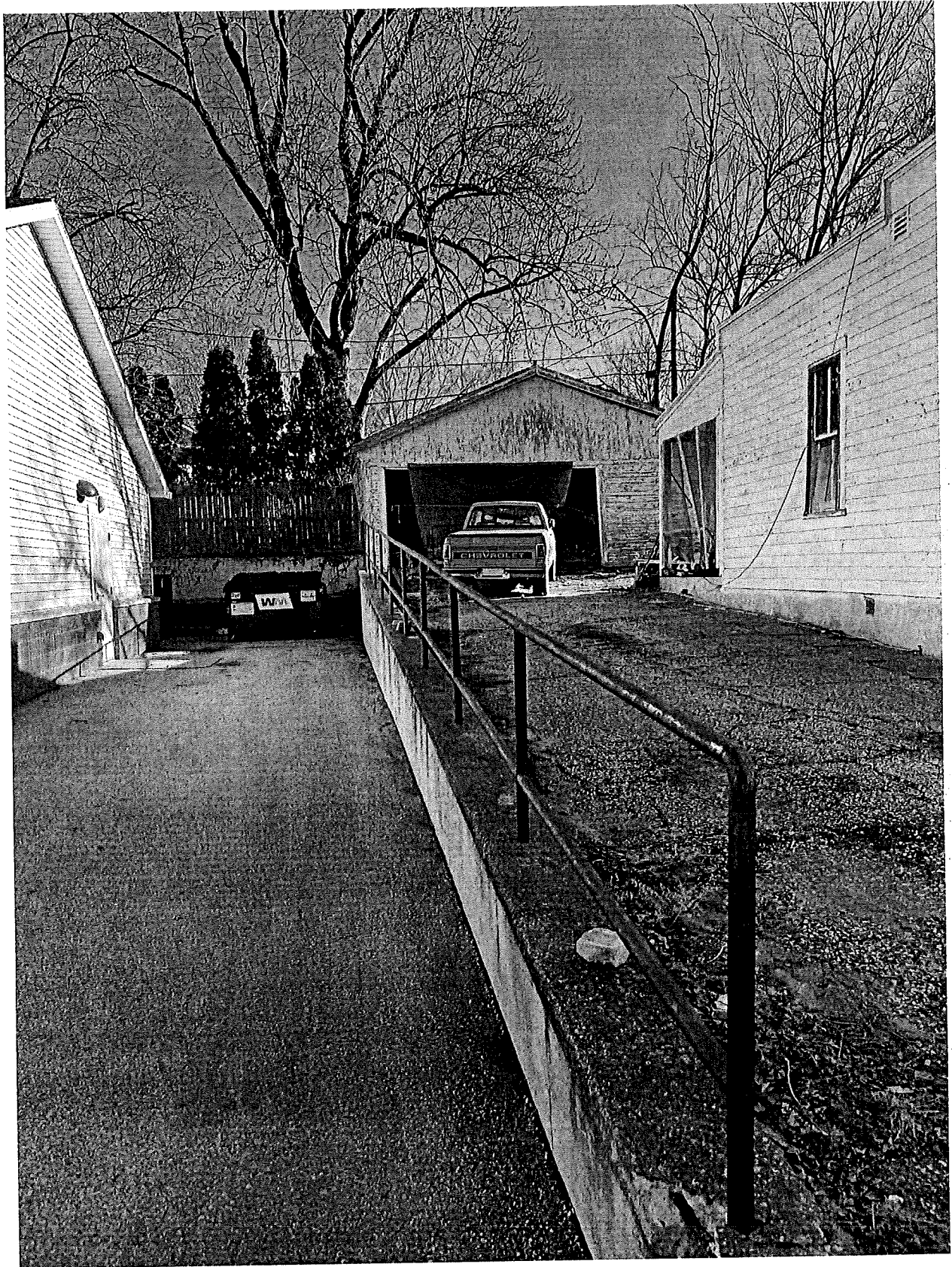
If you fail to comply with this order within the time prescribed, the City of Berlin shall cause the building to be razed and the site cleared. The **entire cost of such demolition** shall be charged against the real estate upon which the building is located and shall be a lien upon such real estate, potentially being assessed as a special tax.

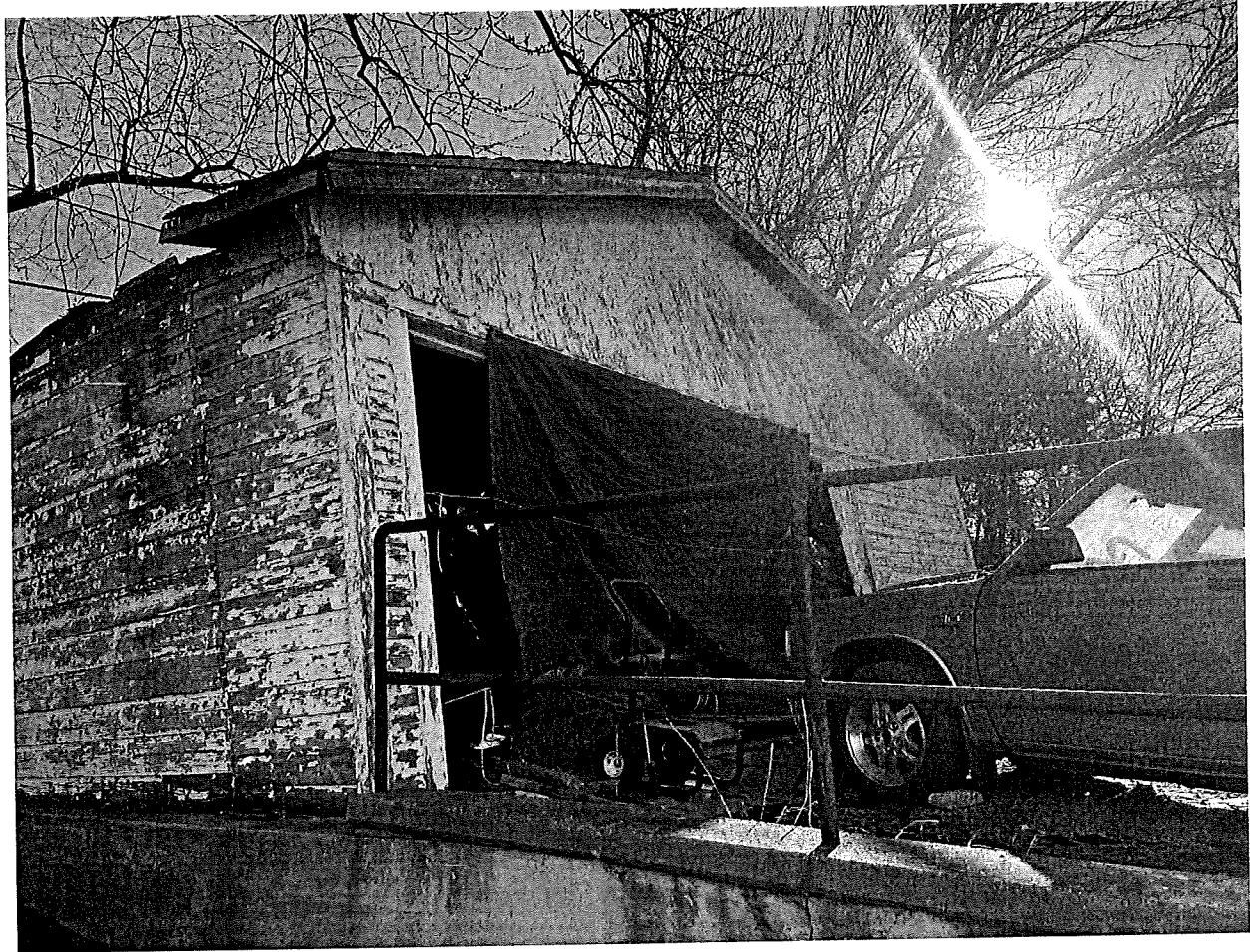
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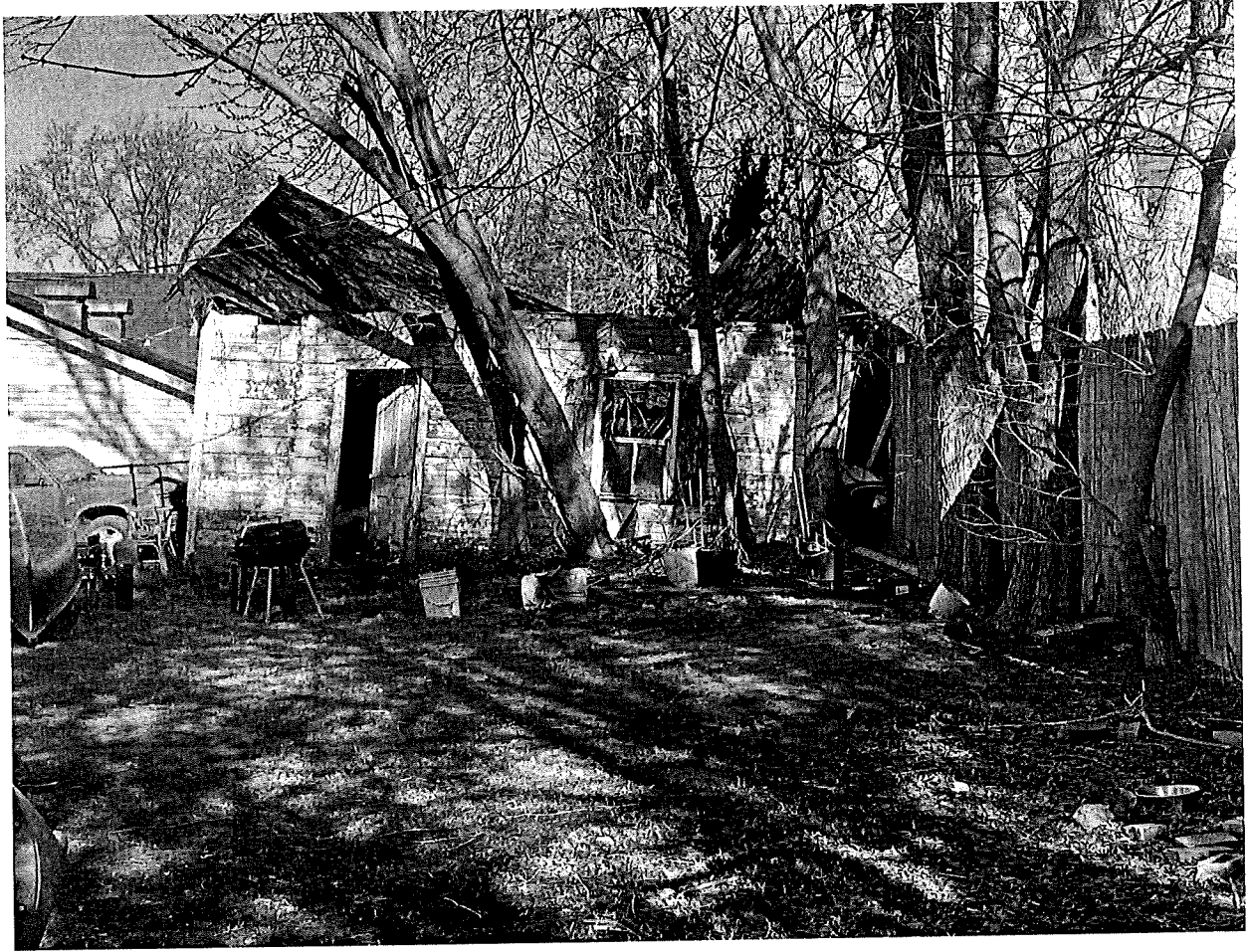
#### **V. RIGHT TO APPEAL**

Pursuant to Wis. Stat. § 66.0413(1)(h), any person affected by this order may, within **thirty (30) days** after service, apply to the circuit court for an order restraining the City from razing the building.

**ISSUED BY:** Matthew Kelly Building Inspector, City of Berlin







## Raze and Repair Orders/ Nuisance Complaints

**Address of Property:** 134 WATER ST + 136 WATER ST BERLIN, WI 54923

**Property Owner Name:** LEONARD J PHILLIPS 965 WILCOX ST APT 103 WAUPUN, WI 53963-2271

### **Basic Information:**

Parcel Number:	206-00076-0000
Assessed Property Value:	\$116,000.00
Est. Fair Market Value	\$119,500.00
Occupancy?	Yes
Taxes paid?	Yes Except 2025 (\$1,673.88 Balance)
Construction in Progress?	No

Neighbor complaints:

- Senior Center observed dilapidated accessory structure October 2025, notified PDD.

Contact with Owner:

- N/A

Extent of repairs needed vs completed (outside visibility vs inside):

Here is a partial list of code violations rendering the structure uninhabitable.

- Unfit for human habitation, occupancy, or use.
- Sufficiently out of repair such that it is dangerous, unsafe, unsanitary, or otherwise detrimental to public welfare.
- Determined to be a public nuisance.

Inspections:

- PDD performed exterior 10-03-2025 advised inspector garage looked unsafe.
- PDD performed exterior 3-20-2026
- Inspector performed Exterior 3-23-2026

Permits pulled:

- N/A

Council Motions:

- N/A

Additional Relevant Information:

- Was warned of inadequate or improper maintenance violation in June and July 2024, though this was primarily due to chipped paint.
- Per Assessor, the Garage's value is \$1000.00

Progress made since last meeting:

- N/A  
Relevant Ordinance Excerpts- For the First Presentation, the Assessment is attached.

- **Sec. 14-6. - Unsafe buildings.**

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When the common council, upon the inspection and report of the building inspector, finds any building, or part thereof, within the city to be, in its judgment, so old, dilapidated or out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human occupancy or use, and it would be unreasonable to repair such building, the common council may order the owner to raze and remove such building, or part thereof, or, if it can be made safe by repairs, to repair and make such building safe and sanitary, or to raze and remove such building at the owner's option. The common council shall give specific reasons for its determination under this section. Such order and proceedings shall be as provided in Wis. Stats. § 66.0413.

(Code 1989, § 15-1-6)

- **Sec. 14-96. - Dwellings unfit for human habitation.**

[Share Link to section](#)[Print section](#)[Download \(Docx\) of sections](#)[Email section](#)

The designation of dwellings or dwelling units as unfit for human habitation, and the procedure for the condemnation and placarding of such unfit dwellings or dwelling units, shall be carried out in compliance with the following requirements:

(1)

A dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation, and shall be designated and placarded as such by the county health officer or city inspector:

a.

One which is so damaged, decayed, dilapidated, unsanitary, unsafe or vermin-infested in such a manner that it creates a serious hazard to the health or safety of the occupants or the public.

b.

One which lacks adequate illumination, ventilation or sanitation facilities to protect the health or safety of the occupants or the public.

c.

One which, because of its general condition or location, is unsanitary or otherwise dangerous to the health or safety of the occupants or the public.

(2)

A dwelling or dwelling unit condemned as unfit for human habitation and designated and placarded by the county health officer as such shall be vacated within a reasonable time as ordered by the county health officer.

(3)

No dwelling or dwelling unit which has been condemned and placarded as unfit for human habitation shall again be used for human habitation until written approval is secured from and such placard is removed by the county health officer. The health officer shall remove such placard whenever the defects upon which the condemnation and placarding action were based have been eliminated.

(4)

No person shall deface or remove a placard from any dwelling or dwelling unit which has been condemned as unfit for human habitation and placarded as such, except as provided in subsection (3) of this section.

(5)

Any person affected by any notice or order relating to the condemning and placarding of a dwelling or dwelling unit as unfit for human habitation may request, and shall be granted, a hearing on the matter before the county health officer under the procedure set forth in section 14-88.

(Code 1989, § 15-5-11)



**City of Berlin - Department of Planning and Development**

108 North Capron St • P.O. Box 272 • Berlin, Wisconsin 54923-0272

(920) 361-5400

**MEMO**

TO: Common Council  
FROM: Timothy Ludolph, The Berlin Community Development Corporation Staff Liaison  
RE: Request to Amend Point of Contact on City Revolving Loan Fund (RLF) Manual  
DATE: April 14<sup>th</sup> 2026

**Background**

The City of Berlin established a Revolving Loan Fund under the Community Development Block Grant program to provide vital financial support to local businesses and developers seeking to stimulate economic growth and revitalization within our community. The Berlin Community Development Corporation (hereafter referred to as "the BCDC") currently administers this loan fund under a formal agreement established 2006. This agreement outlines the BCDC's responsibilities, including application review, disbursement, and reporting. Currently, Marie Reilly, Economic Development Assistant at the BCDC, serves as the primary point of contact for all City Loan Fund-related matters.

**Discussion**

The RLF manual has previously listed a former Community Development Director for the City as the contact person. This has been identified as an item that should be updated to ensure that no potential prospects are overlooked if they depend on the manual for contact details.

In practice, the BCDC and City Staff have circulated this manual after establishing contact, and this issue has not posed a problem thus far; however, it does not align with best practices. Due to the transfer of BCDC Loan management responsibilities from the Community Development Director to the Economic Development Assistant, maintaining an outdated contact in the current planning and development director serves no purpose.

Marie Reilly has extensive experience within the BCDC and has consistently demonstrated a strong understanding of the City Loan Fund's objectives and requirements. Designating her as the primary contact for the manual is expected to enhance the operational management of the application process. This change will not alter the functional administration of the RLF program; rather, it aims to improve the efficiency of the application process and eliminate any potential confusion. Thus, the BCDC made a motion to recommend the following, which was voted on during the meeting held on March 3rd, 2026.

**Recommendation**

The BCDC recommends the Berlin Common Council authorize the modification of the point of contact for the City Loan Fund application process, changing it from Lindsey Kemnitz to Marie Reilly, as outlined in the attached manual.

**CITY OF BERLIN**  
**REVOLVING LOAN FUND MANUAL**

**APPROVED BY**  
**City of Berlin Common Council**  
**108 N. CAPRON ST.**  
**BERLIN, WI 54923**  
**APRIL 14, 2026**

April 2026

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## FOREWORD

The City of Berlin participated in the Community Development Block Grant (CDBG) CLOSE program to buy out all outstanding loans in 2021. On February 9<sup>th</sup>, 2021 the Common Council approve to continue to utilize the business RLF repayments to assist business development and growth in the City of Berlin through RLF with Berlin Community Development Corporation as the reviewing and oversight body and final approval required by Common Council. The business, in return for use of the public funds, provides private investment towards the assisted activity and most importantly creates job opportunities.

When a business repays the community the loan (principal and interest payments), these funds are classified as program income and used to capitalize a local revolving loan fund (RLF). With the RLF, the community can make additional loans to businesses wishing to expand or locate in the community. When successfully administered, the community's revolving loan fund can expand the amount in its RLF to an amount in excess of the original amount it was able to retain. This happens when the community exercise due diligence by performing a thorough credit analysis to determine business viability and adequately securing and servicing the loan.

For more information please contact:

City of Berlin Economic Development Assistant  
Marie Reilly  
108 N. Capron Street  
Berlin, WI 54923  
(920) 361-5430 (Tel)

## SECTION 1. GENERAL PROVISIONS

### 1.1 PURPOSE

The purpose of the policies and procedures contained within this manual, hereafter referred to as the City of Berlin Revolving Loan Fund Manual, is to present the criteria which governs the economic development activities assisted with funds made available through the City's Revolving Loan Fund (RLF) program.

### 1.2 OBJECTIVES

Economic development activities assisted with funds made available through the RLF Program are intended to meet the following objectives:

- (1) To encourage the creation and retention of permanent jobs, which provide a wage, appropriate to the skills and experience of the local labor force and that is competitive.
- (2) To encourage the leveraging of new private investment into the City of Berlin in the form of fixed asset investment, particularly in land and buildings.
- (3) To perpetuate a positive and proactive business climate which encourages the retention and expansion of existing businesses and helps to attract desirable new businesses.
- (4) To implement the City of Berlin Economic Development Plan goals and objectives.
- (5) To maintain and promote a diverse mix of employment opportunities and to minimize seasonal or cyclical employment fluctuations.
- (6) To encourage the development and use of modern technology and create safe work environments.

### 1.4 AMENDMENTS and MODIFICATIONS

The City of Berlin may from time to time amend the provisions imposed by the policies and procedures contained within the RLF manual

## SECTION 2. ADMINISTRATION

### 2.1 LOAN REVIEW BOARD

- (1) The City of Berlin (City) has designated the Berlin Community Development Corporation (BCDC) (hereafter referred to as the "Administrator") to administer the revolving loan fund in accordance with this Manual. The Board of Directors of the BCDC will act as the "Loan Review Committee". If any Board member has a conflict of interest with the applicant in question, he/she must abstain from both the discussion and vote. A majority vote of all present members is required.
- (2) The Administrator shall have the authority to review, select and recommend loan applications to the City of Berlin Common Council (hereinafter "Common Council") for final approval. The Administrator shall also have the authority to make policy recommendations for the administration of the program. Periodic activity reports prepared by the Administrator shall be provided to the Common Council.
- (3) The Administrator (or administrative appointee) shall explain the Program to prospective applicants, provide written information, assist applicants in completing applications, and process requests for financing. The Administrator (or administrative appointee) where necessary and appropriate, shall counsel or guide loan applicants to other more appropriate technical and financial resources when the loan applicant has needs beyond those available from the RLF program.

- (4) The Administrator shall periodically review all financial statements and loan amortization schedules of RLF loan recipients, review and approve documentation of business expenditures financed with RLF proceeds, record RLF security instruments, maintain the RLF accounting records which shall be segregated from other community accounts, and report annually to the Wisconsin Economic Development Corporation regarding the use of the RLF funds.
- (5) The City of Berlin Attorney shall prepare all loan agreements, review all promissory notes and mortgage or lien instruments, and counsel the Administrator and the City on default matters.
- (6) The Administrator shall be responsible for the maintenance of all other records for the local RLF, particularly those related to the expenditures of the RLF monies for program administration purposes.

## 2.2 MEETINGS

Loan review meetings shall be held by the Administrator board on an as-needed basis. Pursuant to Chapter 19.84, of the Wisconsin Statutes, the Administrator board, for purposes of its activities related to the RLF program, shall be deemed a "governmental body" and shall be subject to compliance with Wisconsin open meetings laws. A majority of the Administrator board members in attendance at a meeting constituting a quorum shall be required for official Administrator action to take place in regard to the RLF program. Official actions must have the support of the majority of the total Committee. Vacant positions on the Committee shall be counted in determining the total number of Committee members.

## 2.3 RECORDS

Written records of all program activities, including program meetings, loan applications, and related documents, shall be maintained in appropriate files. All files should be maintained in a secure place with limited access by authorized personnel. The City of Berlin Attorney shall be consulted in regard to compliance with state and municipal open records laws.

The following files shall be established and maintained for each loan recipient:

- (1) Loan Application File: This file contains all application, business financial statements, personal financial statements, credit reports, business plan documents, and other supporting loan information submitted to the Administrator, including all applicable correspondence.
- (2) Loan Recommendation File: This file should contain a summary of the analysis, recommended actions for the application, and a copy of the minutes for the Administrator board meeting(s) summarizing the action taken on the loan request.
- (3) Loan Closing File: This file contains copies of all loan-closing documents. This file contains all the legal documents from the loan closing, including security instruments, the note and other applicable correspondence and shall be placed in a locked, fireproof safe. The City Attorney should be involved in helping create and complete this file to insure complete loan documentation. Copies of the loan closing documents and an amortization schedule will be provided to the loan recipient, along with an invoice, if applicable, for loan closing and servicing fees.
- (4) "Tickler File" System: A tickler file system should be established and maintained to ensure that loan repayments, financial information, the loan agreement, UCC updates, and other time sensitive documentation requirements are tracked and obtained as required. The system should include the following monthly coded index files:
  - (a) Expiration dates for property, casualty and life insurance policies;
  - (b) Due dates for all financial statements;

- (c) Expiration dates for UCC financing statements, the reminder to update being at least 45 days prior to the expiration of the UCC filing on hand;
  - (d) Scheduled dates of annual loan performance and covenant reviews;
  - (e) Dates for site visits;
  - (f) Due dates for property tax payments and dates by which the City expects to hear from the borrower regarding confirmation of payment of taxes;
  - (g) Review dates for job monitoring; and
  - (h) Dates on which loan recipients will be notified of scheduled changes in the loan amortization scheduled per loan agreements.
- (5) Financial Statement File: This file should contain the loan recipient's periodic financial statements as required by the loan covenants with a statement indicating that the Administrator reviewed the data.
- (6) Progress Report File: Loan recipients should be required to submit periodic progress reports during the outstanding term of the loan. The Administrator (or administrative appointee) should make periodic site visits to verify information in the progress report and financial statements. These site visits should be documented for the file.
- (7) Site Visit File. Site visits should be conducted periodically to each loan recipient, the scheduling of which depends on the nature of the project. A summary of the site visits should be placed in the file, particularly highlighting any information that can help in rating the overall condition/risk of the loan.
- (8) Repayment Monitoring File: This file should include the loan amortization schedule, status of payments, and the outstanding balance of the loan. Observations suggesting concerns or problems should be reported to the Administrator board, and notations shall be placed in the tickler file to remind the Administrator of the need to provide continued monitoring. If payments are made to an office (i.e. controller's or clerk's), there needs to be in the file receipts of payments and there needs to be a system in place to insure the timely notification of payments to the Administrator. The Administrator (or administrative appointee) shall notify the loan recipient in writing of any deficiency (such as a missed payment), and the action that needs to be taken to correct the deficiency. Should there be a late payment, the Administrator (or administrative appointee) shall contact the loan recipient to determine the reason for the delayed payment. Contact may need to be made with other participating lender(s) to determine if their loans are current and to alert the lender of a potential problem. All payments shall be applied first to accrued late payment penalties, then to interest accrued, and then to principal.
- (9) Loan Review File: All loans are to be reviewed on an annual basis, and at such other times as may be deemed necessary by the Administrator or the City. The review should follow receipt of the fiscal year-end financial statements, the year-end progress reports, and site visits. A report on the loan review shall be in the file and address the following: timeliness of monthly payments; condition of collateral securing the loan and status of security documents (i.e. mortgages, UCC filings); overall financial condition of the business; the presence of material liens or lawsuits; and violations of loan covenants and suggested corrective actions.

If the loan recipient is experiencing problems with any of the above criteria, the Administrator (or administrative appointee) is to work with the loan recipient to identify actions that are needed to correct the identified deficiencies, including possible restructuring of the loan to protect the City's interest and meet the needs of the loan recipient. If appropriate, the Administrator shall arrange for business assistance, including services available through the University of Wisconsin-Extension, Small Business Development Center (SBDC), the Service Corp of Retired Executives (SCORE), and other entities having an interest in serving the needs of businesses.

In the event the findings of the loan review suggest serious problems, particularly if the loan is at risk for default, the account should be turned over to the City Attorney for legal action in order to initiate steps necessary to protect the loan and to ensure the maximum repayment of the balance due. Again, corrective actions may be achieved through restructuring or if necessary, foreclosure actions.

## 2.4 ADMINISTRATION

Reasonable administrative funds may be withdrawn from the RLF to cover personnel costs and other administrative expenses. Local funds may be used in situations when loan repayments are insufficient to cover administrative costs. Administrative expenses of up to fifteen (15) percent of program income may be used for direct loan administrative costs. In addition to paying costs for the City's or Administrator's administrative personnel, these funds may be used for the following:

- (1) Legal costs.
- (2) Consulting fees for credit analysis, business plan reviews and technical assistance.
- (3) Office supplies, copying, typing, mailing, and related.
- (4) Training costs.

To generate additional revenue to cover administrative costs, if necessary, the City may also establish loan origination fees, closing fees, servicing fees, and other fees to cover charges directly related to either processing an application or servicing a loan. All fees collected shall go to the RLF. The accounting of the fee revenues placed in the RLF should include separate line items to track administrative expenses recovered.

## SECTION 3. ELIGIBILITY CONSIDERATIONS

### 3.1 ELIGIBLE AREA

The area served by the RLF program shall generally be within the corporate limits of the City of Berlin.

### 3.2 ELIGIBLE APPLICANTS

- (1) Applications may be submitted by the sole proprietor or authorized officer, manager or member of any business wishing to establish a new operation or expand an existing operation in the City.
- (2) No member of the Common Council, Administrator board, or any other official, employee, or agent of the City who exercises decision-making functions or responsibilities in connection with the implementation of this program is eligible for financial assistance under this program.
- (3) No program loans will be made which are in conflict with Wis. Stats. §946.13 (Private Interest in Public Contract Prohibited).
- (4) Applicants shall not be disqualified based on age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats. §51.01(5), sexual orientation or national origin.

### 3.3 ELIGIBLE ACTIVITIES

Program loans shall be available to eligible applicants for the following activities:

- (1) The acquisition of land, buildings, and fixed equipment.
- (2) Site preparation and the construction or reconstruction of buildings or the installation of fixed equipment.

- (3) Clearance, demolition, or the removal of structures or the rehabilitation of buildings and other such improvements.
- (4) The payment of assessments for sewer, water, street, and other public utilities if the provision of the facilities will directly create or retain jobs.
- (5) Working capital (inventory and direct labor costs only).

### 3.4 INELIGIBLE ACTIVITIES

Program loans shall not be available for the following activities:

- (1) Refinancing or consolidating of existing debt.
- (2) Reimbursement for expenditures prior to loan approval.
- (3) Specialized equipment that is not essential to the business operation.
- (4) Residential building construction or reconstruction (unless such reconstruction is intended to convert the building to a business or industrial operation).
- (5) Routine maintenance.
- (6) Professional services such as feasibility and marketing studies, accounting, management services, and other similar services. *Legal services incurred in the closing of a RLF loan are eligible.*
- (7) Other activities that the Loan Review Committee may identify during the administration of the program.

### 3.5 INELIGIBLE BUSINESSES

Program loans shall not be available for the following businesses:

- (1) Speculative investment companies.
- (2) Real estate investment companies.
- (3) Lending institutions.
- (4) Gambling operations.
- (5) Non-public recreation facilities.
- (6) Other businesses not serving the interests of the City.

### 3.6 MINIMUM REQUIREMENTS

To be eligible for funding, a proposed project must meet all of the following minimum requirements:

- (1) Private Funds Leveraged. The applicant must leverage a minimum of one dollar (\$1.00) of private funds for every one dollar (\$1.00) of loan funds requested. Higher leverage may be required at the discretion of the Administrator board.
- (2) Cost Per Job Created/Retained. At least one (1) full-time permanent position or full-time equivalent must be created for every \$20,000 of program funds requested. The Committee may require lower job cost where warranted, (i.e. taking into consideration type of jobs, hourly wage, etc.) Job retention projects

must contain significant investment in plant or equipment upgrades or documentation demonstrating a possible loss of jobs.

- (3) Financial Feasibility and Business Viability. The applicant must demonstrate that the proposed project is viable and the business will have the economic ability to repay the funds. The applicant may request no more than 100% loan to value, and is recommended to be no more than 80% ratio to the appraisal.
- (4) Compliance with Applicable Laws. Applicants shall comply with all applicable local, state, and federal laws and codes.
- (5) Project Completion. Projects shall be completed within 24 months from the date of the loan approval. Applicants shall provide the Administrator a project implementation schedule not exceeding 24 months for project completion and job creation, and maintain the positions created for 24 months.

## SECTION 4. TERMS AND CONDITIONS

### 4.1 TERMS AND CONDITIONS

Loan terms and conditions shall be structured on need and ability to repay. Minimum standards shall include the following:

- (1) Loan Amount. Loan amounts are subject to the availability of program funds.
- (2) Interest Rate. The interest rate shall be established by the Administrator board, and approved by the Common Council.
- (3) Terms for Loans.
  - (a) Working capital loans shall have a maximum term of seven (7) years.
  - (b) Loans for machinery, equipment and fixtures shall have a maximum term of ten (10) years.
  - (c) Real estate loans shall have a maximum term of twelve (12) years which can be amortized on a 20-year basis with the option of refinancing for an additional eight (8) years.
  - (d) In any case, the loan shall not have a term longer than the terms of the other private financing in the project.
- (4) Period of Payment. Terms may include longer amortization schedules with balloon payments. Amortization schedules shall be set up for monthly payments.
- (5) Repayment. Payment of interest and/or principal may be deferred during the implementation period of the assisted activity if merited in the loan application. Interest shall accrue during the deferment period and may be paid in full or added to the principal amount of the loan. Following the deferral period, interest and principal shall be paid for the remaining term of the loan.
- (6) Prepayment. There shall be no prepayment penalties.
- (6) Collateral. The community will seek to have the best possible collateral position possible to ensure that RLF loans are adequately secured.

## SECTION 5. APPLICATION PROCEDURES

### 5.1 DISCUSSION OF REQUIREMENTS

Prior to submitting an application, the applicant shall discuss the program with the Administrator (or its administrative appointee). The Administrator (or its administrative appointee) shall assist the applicant, as is reasonably necessary, in completing the application. All financial information should be kept in a secured place with limited access by authorized personnel only.

### 5.2 TIMING

Applications may be submitted at any time during the calendar year.

### 5.3 PRIORITY

Applications shall be reviewed in the order received and based on readiness for the proposed project to proceed. In the event that loan funds requested exceed available funds, the following criteria will be used to determine which business(es) will be awarded the loan(s):

- (1) Eligibility of the applicants.
- (2) Eligibility of the project to be undertaken.
- (3) The extent to which private funds are to be leveraged.
- (4) The extent to which jobs are to be created, and the type jobs and wages.
- (5) The extent to which the loan can be secured.
- (6) Evidence of ability to repay the loan.
- (7) Size of the loan requested.
- (8) Timing of the proposed expenditures.
- (9) Completeness of application.
- (10) Other factors as deemed appropriate.

### 5.4 LOAN APPLICATION

Applicants shall submit an application using the form available from the Administrator, which shall include the following:

- (1) Business Description. A written description of the business, including the following:
  - (a) A brief history of the existing or proposed business, including when it started or is to start, type of operation, legal structure, markets, and products.
  - (b) Key customers and clients.
  - (c) A personal resume of each principal person associated with the business, including: number of years of experience in the business; educational background; and role in the proposed or existing business.

- (d) Three years of financial history including balance sheets, profit/loss statements, cash flow statements and accountant notes.
- (2) Project Description. A description of how the business plans to use the requested funds.
- (3) Commitments from Private Lenders. This consists of commitments from all private lenders making loans to the project. Lender commitment letters should include:
  - (a) Description of the type of loan being made by the lender (first mortgage, permanent financing, construction financing, etc.)
  - (b) The amount of the loan, interest rate, term, and security, availability, and repayment schedule and amounts.

These commitments shall be obtained concurrently with the negotiation of the terms and conditions of the RLF Program loan to insure the interest of the City are secured.

- (4) Projections. Provide proformas (a balance sheet & income statement and cash flow statement). These should cover a three-year period and should be based on the assumption that the business will receive the requested loan.
- (5) Additional Information. Additional information as may be required by the Administrator board, or the Common Council.

## 5.5 REVIEW PROCESS

Specific steps in the review process include the following:

- (1) Preliminary Review. The Administrator, or administrative appointee, will review the application for completeness and verify that the proposed project meets the minimum requirements provided in Section 3.6. If the application is not complete, the Administrator, or administrative appointee, will inform the applicant of the deficiencies.
- (2) Formal Review. The Loan Review Committee will meet to review an application within thirty (30) days of the receipt of a completed application or at some other predetermined schedule. Once the review is completed and the proposal is acceptable for funding, the Loan Review Committee shall forward the proposal and recommendation to the Administrator and subsequently to the Common Council for final action on the request.
- (3) Negotiation of Terms and Final Approval. Upon the tentative acceptance by the Loan Review Committee under paragraph (2) above, a follow-up meeting shall be scheduled and held by the Administrator board within 1 month following the preliminary review under paragraph (2) above, whereby the applicant and, if necessary, representatives from the applicant's other lenders involved in the project shall be invited to attend. The purpose of the meeting shall be to finalize the loan terms and the security/collateral position of the City in relation to the applicant's other lenders. Upon the Administrator board's final acceptance of the loan terms and security/collateral position, the loan application shall be presented to the Common Council for final approval. Following final approval by the Common Council, the Administrator's administrative appointee shall contact the business in writing to review and explain the accepted terms of the loan.
- (4) Notice of Award. If the application is approved, a closing will be scheduled to execute the necessary loan documents.
- (5) Rejection of Award. If the application is not approved, the Administrator shall send a letter to the applicant stating the reasons for rejection and offer to have the applicant meet with the Administrator

board (or Common Council as appropriate) to explore ways to strengthen the loan request or to identify alternative funding sources.

## SECTION 6. DISTRIBUTION OF FUNDS

### 6.1 LOAN PROCEDURES

Prior to releasing funds, the following documentation must be in place or provided at the appropriate time during the term of the loan.

- (1) Notice of Award. The Administrator board and Common Council must have reviewed and approved a complete application for an eligible applicant. The Common Council shall express its authorization in the form of a written resolution.
- (2) Loan Agreement. The City Attorney or designee shall prepare a loan agreement, which shall be executed by the Mayor and City Clerk-Treasurer, and the applicant or authorized representative of the applicant.
- (3) Promissory Note. A promissory note shall be prepared by the City Attorney or designee and signed by the applicant or authorized representative of the applicant at the time of loan closing. The note must be dated; it must reference the agreement between the City and the loan recipient; and, it must specify the amount and terms of the loan funds delivered.
- (4) Security. Mortgage or lien instruments or personal guarantees provided as security for all loans shall be prepared by the City Attorney and executed at the time of the loan closing. The City Attorney, or the Administrator's administrative appointee, shall record/file the appropriate instruments and place copies in the project file, which shall include:
  - (a) All loan security and collateral documentation, including but not limited to sureties, personal or other guarantees, pledges, security agreements, mortgages, and/or assignments of rents, life insurance or other assets.
  - (b) UCC searches and filings.
  - (c) Guarantee agreement.
  - (d) Title insurance or Abstract.
  - (e) Casualty Insurance binder.
  - (f) Assignment of Life Insurance.
  - (e) Other documentation as may be appropriate.
- (5) Repayment Schedule. A loan repayment or amortization schedule shall be prepared by the Administrator's administrative appointee after the loan proceeds are fully disbursed. The repayment schedule shall be dated and signed by both the applicant or authorized representative of the applicant (CEO). At that time, the repayment schedule shall be attached to both parties' copies of the loan documents.
- (6) Evidence of Permits, etc. Documentation must be provided by the applicant that all necessary permits, licenses, and any other registrations required have been obtained by the applicant prior to the release of program funds.
- (7) Evidence of Program Expenditures. Documentation must be provided by the loan recipient/business to evidence program expenditures prior to the release of funds. Documentation shall include bills and

invoices or receipts for materials, final bills of sale or canceled checks. All documentation shall be reviewed and approved by the Administrator.

- (8) Fixed Equipment. Fixed equipment financed with program funds must have been purchased, delivered, and installed. The Administrator shall verify the installation of fixed equipment.
- (9) Other Documentation. As appropriate or necessary, the loan recipient may be asked to provide the following:
  - (a) A certificate of status from the Department of Financial Institutions.
  - (b) The articles of incorporation and by-laws of a corporation, or articles of organization and operating agreement of a limited liability company.
  - (c) An appropriate resolution authorizing the borrowing of funds by a corporation or limited liability company.
  - (d) Current financial statements.
  - (e) Evidence of having secured other funds necessary for the project.
  - (f) An Environmental Assessment for real estate loans which may either be a Phase I, II, or III analysis, depending on the environmental condition of the site.

With the above documentation in place, the Administrator's administrative appointee shall schedule a loan closing. All documents shall be executed, and mortgages and lien perfection documentation (such as UCC financing statements) shall be recorded/filed in the appropriate office, before funds are disbursed. (The Appendix contains a model Loan Closing Documentation Checklist).

## **SECTION 7. POST APPROVAL REQUIREMENTS**

### **7.1 OBLIGATION OF LOAN RECIPIENT**

In addition to the terms and conditions of the loan, all borrowers shall agree to comply with the following:

- (1) The creation or retention of the agreed upon number of jobs with 24 months of the date of the execution of the loan agreement with the Community.
- (2) Not to discriminate on the basis of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stats §51.01(5), sexual orientation or national origin in any employment or construction activity related to the use of the business loan funds.
- (3) To use the loan money only to pay the cost of services and materials necessary to complete the project or activity for which the loan funds were awarded.
- (4) To permit inspections by persons authorized by the Administrator or City of all projects and properties assisted with loan funds. Related project materials shall also be open to inspections, which include, but may not be limited to, contracts, materials, equipment, payrolls, and conditions of employment. Requests for inspection shall be complied with by the borrower.
- (5) To maintain records on the project as may be requested by the Administrator or City. These files shall be maintained as long as the loan is active or for at least three (3) years after completion of the work for which the loan has been obtained, whichever is longer.

- (6) To submit periodic progress reports to the Administrator in accordance with the schedule in the loan agreement. These reports shall report on project progress including number of jobs created or retained during the loan agreement.
- (7) To maintain fire and extended coverage insurance on the project property required during the term of the loan. The City shall be listed as Loss Payee, Mortgagee, or "additional" insured on the policy. Term life insurance may be required of the applicant to cover the loan balance through the life of the loan.
- (8) To abide by all federal laws, when applicable.

## **SECTION 8. PERFORMANCE MONITORING**

### **8.1 PRIVATE LEVERAGE COMMITMENTS**

The Administrator shall monitor the use of the funds and expenditure of private leverage commitments. Documentation may include invoices or receipts for materials and supplies, letters from lenders, final bills of sale, and canceled checks.

### **8.2 HIRING OF NEW EMPLOYEES**

The Administrator shall monitor the borrower's progress in meeting agreed upon job creation or retention goals. Job creation must be documented using payroll records. Before-project and after-project payroll records should be provided by the borrower to document job creation.

### **8.3 DEFAULT**

In the event the loan recipient is in default on any of the terms and conditions of the loan agreement, all sums due and owing, including penalties, shall, at the City's option, become immediately due and payable. To exercise this option, the City Attorney shall prepare a written notice to the business. The notice shall specify the following:

- (a) The default.
- (b) The action required to cure the default.
- (c) A date, not less than thirty (30) days from the date of the notice, by which the default must be cured to avoid foreclosure or other collective action.
- (d) Any penalties incurred as a result of the default, jobs, etc.

## **SECTION 9. USE OF LOAN REPAYMENTS AND REPORTING**

### **9.1 RLF PROGRAM**

Repaid loans shall be re-deposited into the Revolving Loan Fund account and used in a manner consistent with the policies and procedures manual. A separate accounting record for each loan shall be kept to account for all funds loaned. The RLF account shall be audited on an annual basis.

## **SECTION 10. LOAN SERVICING**

### **10.1 MONITORING**

The Administrator shall monitor each loan to ensure compliance with the loan terms and conditions and to monitor the financial health of the business to ensure continued repayment of the loan. The monitoring will also

ensure that all recordkeeping requirements are met particularly in regard to job creation and expenditures of matching funds.

A loan servicing file shall be established and maintained for each loan recipient that includes all written correspondence; a record of important telephone conversations; a list of applicable loan covenants; certificates of insurance for builder's risk, property-casualty, and life insurance, as applicable; and documentation for job creation and retention including low and moderate income certifications forms.

## 10.2 RECORDKEEPING

In addition to the above, the RLF financial management records must be comprehensive and designed to provide the following information:

- (a) A Revolving Loan Fund Register that records all deposits and disbursements to and from the RLF, including funds used for RLF administration.
- (b) A Loan Repayment Register that records repayments made by each business that has received a loan from the RLF. It also tracks the balance of repayments from all loans from the RLF.
- (c) A Collection Register for every loan made. Each register contains the business name, loan date, loan amount, terms, and date repayment begins. Payments are divided into principal and interest payments with a declining principal balance.
- (d) RLF Loan Repayment Registers that record repayments made by each business, which has received a loan from the RLF. It also tracks the balance of repayments from all loans from the RLF.



Provide the Following for All Other Existing Wisconsin Operations:  
 Address(Street, City, Zip): \_\_\_\_\_ Number of Full Time Employees: \_\_\_\_\_

**SECTION III-PROJECT INFORMATION**

Project Location:  City  Town  Village Of: \_\_\_\_\_ County: \_\_\_\_\_

Project Street Address \_\_\_\_\_ Square Footage of Project Facility(ft<sup>2</sup>): \_\_\_\_\_

Brief Project Summary: \_\_\_\_\_

**SECTION IV-PROJECT TIME-LINE**

Secure all financing by: \_\_\_\_\_ Break ground/lease by: \_\_\_\_\_

Begin production by: \_\_\_\_\_ Achieve full production by: \_\_\_\_\_

**SECTION V-PROPOSED PROJECT BUDGET**

USES OF FUNDING (equip, bldg, work cap, training, etc.)	SOURCES OF FUNDING* (Bank, Equity, SBA, RLF, etc.)				TOTAL
	CITY OF BERLIN	SOURCE #1 NAME:	SOURCE #2 NAME:	SOURCE #3 NAME:	
					\$
					\$
					\$
					\$
					\$
<b>TOTAL</b>	\$	\$	\$	\$	\$

*\*Please provide the following for the sources listed above*

Source	Source Name:	Contact Name:	Contact Title	Email Address	Phone Number
1.					
2.					
3.					

**SECTION VI-PROJECTED EMPLOYMENT**

**Full Time Positions Only (2,080 hours/year)**

Existing Positions		Position Title	Positions Created				Total Number Created
Avg. Hourly Wage	Number of Existing		Year One		Year Two Number	Year Three Number	
		Avg. Starting Hourly Wage	Number Created				
		<b>TOTAL</b>					

<b>SECTION VII-BENEFIT INFORMATION</b>			
Check (4) the Health Insurance Provided to Employees:	<input type="checkbox"/> None	<input type="checkbox"/> Individual	<input type="checkbox"/> Family
Percent of Health Insurance Premium Paid by Company:		%	%
Average Deductible Paid by Employee:		\$	\$
Other Benefits Provided to the Majority of the Workforce: <input type="checkbox"/> Life Insurance <input type="checkbox"/> Pension <input type="checkbox"/> 401(k)			
<input type="checkbox"/> Childcare			
<input type="checkbox"/> Tuition Reimbursement <input type="checkbox"/> Other: (Specify)			
Will new employees be provided with substantially the same benefits as described above: <input type="checkbox"/> Yes <input type="checkbox"/> No			

<b>SECTION VIII-OWNERSHIP INFORMATION (unless publicly owned)</b>			
Name: (First, Middle Initial, Last)	Phone Number	Personal Financial Statement Attached	Ownership %*
1.		<input type="checkbox"/> YES	%
2.		<input type="checkbox"/> YES	%
3.		<input type="checkbox"/> YES	%
4.		<input type="checkbox"/> YES	%
5.		<input type="checkbox"/> YES	%
<b>All Others:</b>			%
*Personal Financial Statements are required for all owners with 20% or more. The City of Berlin, or the Berlin Community Development Corporation on behalf of the City of Berlin, may review a Dun and Bradstreet report and delinquent tax filings on the applicant. The City of Berlin, or the Berlin Community Development Corporation on behalf of the City of Berlin, may also review a personal credit report and delinquent tax filings on each individual that owns 20% or more.			100%

<b>SECTION IX-LEGAL INFORMATION*</b>	<b>YES/NO</b>
Has the applicant, any owner, officer, subsidiary or affiliate been involved in any lawsuits in the last 5 years or have any lawsuits pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the applicant, any owner, officer, subsidiary or affiliate ever been involved in any bankruptcy or insolvency proceedings or have any proceedings pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the applicant, any owner, officer, subsidiary or affiliate had any civil or criminal charges in the last 5 years that could have a material adverse impact on the project or have any charges pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the applicant, any owner, officer, subsidiary or affiliate have any outstanding tax liens?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please attach a detailed explanation of any YES responses.

\*An Application will be deemed ineligible and denied based on the falsification of information

<b>SECTION X-MARKET INFORMATION</b>	
THREE MAJOR CUSTOMERS:	% OF SALES
1.	
2.	
3.	
THREE MAJOR COMPETITORS	LOCATION (City and State)
1.	
2.	
3.	

<b>SECTION XI-SUMMARY OF HISTORICAL FINANCIAL INFORMATION</b>			
FYE	/ /	/ /	/ /
Total Sales			
Net Income			

Total Assets			
Total Liabilities			
Equity			
WI Income Tax Liability (C Corporations Only)			
<b>SECTION XII-SUMMARY OF PROJECTED FINANCIAL INFORMATION</b>			
<b>FYE</b>	/ /	/ /	/ /
Total Sales			
Net Income			
Total Assets			
Total Liabilities			
Equity			
WI Income Tax Liability (C Corporations Only)			

## ATTACHMENT A SUPPORTING DOCUMENTATION

### BUSINESS PLAN

All start-ups or businesses less than 3 years old must submit an up-to-date comprehensive business plan that fully describes the proposed project. The City of Berlin reserves the right to require an up-to-date comprehensive business plan for all projects.

NOTE: If you do not currently have a Comprehensive Business Plan, the Department of Commerce may be able to finance a portion of the costs incurred to develop one. Under its Early Planning Grant (EPG) and the Entrepreneurial Training Grant (ETG) programs, the Department of Commerce can provide grants to assist with the development of a comprehensive business plan. Visit its website at [www.commerce.gov](http://www.commerce.gov) for additional information on these programs.

### COMPANY INFORMATION

Check the appropriate box if the information is detailed in your business plan or attached

Business Plan  
DATED:

/ /

- | Attached                 | INFORMATION NEEDED  |
|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> History of the company's operations  |
| <input type="checkbox"/> | <input type="checkbox"/> Resumes or short summaries of the current management team that detail relevant experience, education and length of time with the company   |
| <input type="checkbox"/> | <input type="checkbox"/> Description of any affiliates or subsidiaries  |
| <input type="checkbox"/> | <input type="checkbox"/> Description of the market niche for the company's product or service   |
| <input type="checkbox"/> | <input type="checkbox"/> A detailed description of the proposed project including environmental remediation   |
| <input type="checkbox"/> | <input type="checkbox"/> Three years of historical financial statements that include: <ul style="list-style-type: none"> <li>• balance sheets</li> <li>• cash flow statements</li> <li>• income statements</li> <li>• accountant's notes</li> </ul>   |
| <input type="checkbox"/> | <input type="checkbox"/> Most recent quarterly financial statements if the year-end was more than 90 days prior to submission   |
| <input type="checkbox"/> | <input type="checkbox"/> Three years of financial projections that include: <ul style="list-style-type: none"> <li>• balance sheets</li> <li>• cash flow statements</li> <li>• income statements</li> <li>• detailed notes on all significant accounting assumptions used</li> </ul> The first year should be presented on a monthly basis so that the Department can analyze the applicant's working capital needs.<br>(Not Applicable for those projects only looking for training funds) |
| <input type="checkbox"/> | <input type="checkbox"/> All individuals that own 20% or more of the company must submit a signed and dated personal financial statement. A sample form is attached. Substitute formats are acceptable provided that the social security number of the individual is also included. (Not applicable for those projects only looking for tax credits).   |
| <input type="checkbox"/> | <input type="checkbox"/> Copies of commitment letters outlining the terms of the other funding sources in the project budget.   |

**ATTACHMENT B  
CERTIFICATION STATEMENT**

*THE APPLICANT:*

1. Certifies that to the best of its knowledge and belief, the information being submitted to the City of Berlin is true and correct.
2. Certifies that the applicant is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.
3. Certifies that the applicant is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with its other creditors.
4. Certifies that the City of Berlin, or the Berlin Community Development Corporation acting on behalf of the City of Berlin, is authorized to obtain a credit check and Dun and Bradstreet on the applicant, the business and/or the individual(s).
5. Certifies that the applicant has disclosed and will continue to disclose any occurrence or event that could have an adverse material impact on the project. Adverse material impact includes but is not limited to lawsuits, criminal or civil actions, bankruptcy proceedings, regulatory intervention or inadequate capital to complete the project.
6. Understands that unless it qualifies as trade secret, all information submitted to the City of Berlin, or the Berlin Community Development Corporation acting on behalf of the City of Berlin, is subject to Wisconsin's Open Records Law.

The applicant requests that Commerce treat the following items as TRADE SECRET:

	Yes	No	NA
A. Personal financial statements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Personal or business tax returns.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Historical business financial statements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Business financial projections.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Prospect Data Sheet (submitted for RLF Loan).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Business Plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If Section 6 is left blank then all information provided to the City of Berlin, or the Berlin Community Development Corporation acting on behalf of the City of Berlin, will be open to examination and copying by members of the public.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
*(Authorized Representative)*

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
*(Authorized Representative)*

**ATTACHMENT C  
PERSONAL FINANCIAL STATEMENT**

*Please complete the following for EACH owner with 20% or more interest. Make additional copies as necessary.*

**Name:** \_\_\_\_\_ **Social Security Number:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

ASSETS		LIABILITIES	
Cash (Schedule 1)		Secured Notes Payable (Sch. 5)	
Listed Securities (Schedule 2)		Unsecured Notes Payable (Sch.5)	
Unlisted Securities (Schedule 3)		Accounts Payable	
Real Estate Owned (Schedule 4)		Unpaid Income Taxes	
Automobiles		Real Estate Mortgages (Sch. 4)	
Personal Property		Real Estate Taxes	
Cash Value Life Insurance		Credit Cards	
Vested Profit Sharing/Pension		Other Debts (list below)	
Other Assets (list below)			
<b>TOTAL ASSETS</b>	\$	<b>TOTAL LIABILITIES</b>	\$
		<b>EQUITY =(Total Assets – Total Liabilities)</b>	

INCOME:	CONTINGENT LIABILITIES:
Salaries/bonuses	Endorser/Co-maker/Guarantor
Dividends/interest	Legal Claims
Other:	Other:

Personal Financial Statement Page 2  
 Schedule 1 Cash and Equivalents

Type	Financial Institution	Amount	Account Name	PLEGGED?

Schedule 2 Listed Securities

Cost	Description	Market Value	Account Name	PLEGGED?

Schedule 3 Unlisted Securities

Cost	Description	Market Value	Account Name	PLEGGED?

Schedule 4 Real Estate Owned

Property Type and Address	Cost	Market Value	Mortgage Amt

Schedule 5 Notes Payable

Secured?	Financial Institution	Original Balance	Current Balance	Date Due

LEGAL INFORMATION*	YES/NO
Have you been involved in any lawsuits in the last 5 years or have any lawsuits pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you ever been involved in any bankruptcy or insolvency proceedings or have any proceedings pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you had any civil or criminal charges in the last 5 years that could have a material adverse impact on the project or have any charges pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Do you have any outstanding tax liens?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide detail on any YES responses (attach a separate sheet if necessary):

**I hereby certify that to the best of my knowledge and belief, this represents a full and accurate disclosure of my assets and liabilities as of the date signed below. I also understand submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program and may be subject to civil and/or criminal prosecution.**

Signature \_\_\_\_\_

Date \_\_\_\_\_

ATTACHMENT D

W-9 TAXPAYER IDENTIFICATION NUMBER (TIN) VERIFICATION

Print or Type

This form can be made available in alternative formats to qualified individuals upon request.

**Legal Name:** (as entered with IRS)  
**Individuals:** Enter Last Name, First Name, Middle Initial  
 Sole Proprietorships: Enter Last Name, First Name, Middle Initial  
 All Others: Enter Legal Name of Business

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**Trade Name:**  
 Individuals: Leave Blank  
 Sole Proprietorships: Enter Business Name  
 All Others: Complete only if doing business as a D/B/A

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**Remit Address:** Address where awarded funds check should be sent if different from primary address PO Box or Number and Street, City, State, ZIP+4

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**Order Address:** Address where order should be mailed  
 PO Box or number and street, City, State, ZIP+4  
 [NOT APPLICABLE]

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**Primary Address:** Address where 1099 should be sent if different from remit address  
 PO Box or number and street, City, State, ZIP+4

**Entity Designation:** (check only one)

- Individual / Sole Proprietor
- Corporation (includes service corporations)
- Limited Liability Partnership
- Limited Liability Corporation
- Government Entity
- Hospital Exempt from Tax or Government Owned
- Long Term Care Facility Exempt from Tax or Government Owned
- All Other Entities

**Taxpayer Identification Number (TIN):**

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, using your EIN may result in unnecessary notices to the Requester.

Check Only One

- Social Security Number (SSN)
- Employer Identification Number (EIN)
- Individual Taxpayer Identification Number for U.S. Resident Aliens (ITIN)

**Certification:** Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number, AND
2. I am not subject to back up withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to back up withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.
3. I am a U.S. person (including a US resident alien).

Printed Name	Printed Title	Telephone Number (    )
Signature		Date (mm/dd/ccyy)

**For Agency Use Only**

Agency Number	Contact	Phone Number
Change <input type="checkbox"/> Name <input type="checkbox"/> Address <input type="checkbox"/> Other (explain)		

For all projects approved by the City of Berlin, this form is used as a reference for issuing checks to Recipients. The City of Berlin will file with the IRS appropriate income tax forms for award Recipients based on information that appears on this form. Failure to provide this information may result in delayed payments. This request is being made at the direction of the City of Berlin. We are required to inform you that failure to provide the correct Taxpayer Identification Number (TIN) / Name combination may subject you to a \$50 penalty assessed by the Internal Revenue Service under section 6723 of the Internal Revenue Code. Section 6109 requires you to furnish your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, or contributions you made to an IRA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 31% of taxable interest, dividend, and certain other payments to a payee who does not furnish a TIN to a payer. Certain penalties may also apply.

**LOAN CLOSING DOCUMENTATION CHECKLIST**

	Date Requested	Date Received	Date Recorded	Date Returned	N/A
<b>FOUNDATION DOCUMENTATION</b>					
Financial Statements	_____	_____	_____	_____	_____
Certificate of Corporate Good Standing from Sec. of State	_____	_____	_____	_____	_____
Loan Commitment Letter	_____	_____	_____	_____	_____
Loan Agreement	_____	_____	_____	_____	_____
Borrowing Resolution or Agreement	_____	_____	_____	_____	_____
Certified Copy of Resolution Authorizing Actions Taken	_____	_____	_____	_____	_____
Sole Ownership Affidavit	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____
<b>GUARANTEES/DEBT SUBORDINATION</b>					
Unlimited, Limited, or Specific Guarantee	_____	_____	_____	_____	_____
Spousal Consent	_____	_____	_____	_____	_____
Debt Subordination	_____	_____	_____	_____	_____
Authorizing Resolution or Agreement	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____
<b>PROSESSORY COLLATERAL, INCLUDING LIFE INSURANCE</b>					
Possession of Policy	_____	_____	_____	_____	_____
Assignment of Policy as Collateral	_____	_____	_____	_____	_____
Transmittal Letter and Request for Acknowledgement and Policy Information	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____
<b>NONPOSSESSORY COLLATERAL</b>					
Release of Prior Lender Filings	_____	_____	_____	_____	_____
Security Interest Subordination Agreement	_____	_____	_____	_____	_____
Business Chattel Security Agreement	_____	_____	_____	_____	_____
Selective Business Security Agreement	_____	_____	_____	_____	_____
Financing Statement	_____	_____	_____	_____	_____
Financing Statement Fixtures-Real Estate Records	_____	_____	_____	_____	_____
Insurance Binder on Collateral	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____
<b>REAL ESTATE</b>					
Survey	_____	_____	_____	_____	_____
Appraisal	_____	_____	_____	_____	_____
Casualty Insurance Binder	_____	_____	_____	_____	_____
Title Insurance Binder	_____	_____	_____	_____	_____
Title Insurance Policy	_____	_____	_____	_____	_____
Title Opinion Based on Abstract	_____	_____	_____	_____	_____
Check of Legal Description on Survey Against Deed	_____	_____	_____	_____	_____
Against Mortgage Against Title Insurance Binder	_____	_____	_____	_____	_____
Environmental Audit	_____	_____	_____	_____	_____
Mortgage	_____	_____	_____	_____	_____
Business Real Estate Security Agreement	_____	_____	_____	_____	_____
Flood Plain Certificate	_____	_____	_____	_____	_____
Flood Plain Notice	_____	_____	_____	_____	_____
Real Estate Mortgage Subordination Agreement	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____
<b>NOTE DISBURSEMENTS</b>					
Business Note	_____	_____	_____	_____	_____
Statement	_____	_____	_____	_____	_____
Other	_____	_____	_____	_____	_____

**COMPLETED BY:** \_\_\_\_\_  
**RENEWED BY:** \_\_\_\_\_

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

**TO:** Common Council  
**FROM:** Jessi Balcom, City Administrator  
**AGENDA ITEM:** FirstNet Cell Phone Plan  
**MEETING DATE:** April 14, 2026

**BACKGROUND**

As presented at the COTW meeting on April 8, FirstNet is a system owned by the Federal government (and currently operated by AT&T) that provides service to first responders. This network gives priority to emergency operations during times of high usage (such as during a natural disaster when everyone is trying to use the phone). City owned phones are eligible for this service.

A quote and cost comparison has be provided by FirstNet.

**SUGGESTED MOTION**

Motion to move forward with cellular phone service through FirstNet and accept the proposal/quote for Cellular Service (Voice and Data).

U.S. Cellular													
Phone Number	User Name	Devices Type	Current Device	Current Device Trade-In Value	Plan Description	Plan Price	Minutes Used	Minute Charge	Messages Used	Message Charge	Data Used	Data Charge	Total Monthly Charge
(920) 229-0173	BPD - Squad	Smart Phone	Phone SE 3rd Gen	\$40.00	Shared Connect 12GB plus 2GB	\$52.50	0	\$0.00	0	\$0.00	0	\$0.00	\$52.50
(920) 229-0174	BPD - Squad	Smart Phone	Phone SE 2nd Gen	\$20.00	Smart Phone Access	\$40.00	432	\$0.00	10	\$0.00	2,130GB	\$0.00	\$40.00
(920) 229-3069	Park Supervisor	Smart Phone	iPhone SE 2nd Gen	\$20.00	Smart Phone Access	\$20.00	335	\$0.00	1	\$0.00	143MB	\$0.00	\$20.00
(920) 229-3311	Assistant Chief	Smart Phone	iPhone SE 2nd Gen	\$20.00	Smart Phone Access	\$20.00	174	\$0.00	31	\$0.00	100MB	\$0.00	\$20.00
(920) 229-5130	. McDowell	Smart Phone	iPhone SE 2nd Gen	\$20.00	Smart Phone Access	\$20.00	575	\$0.00	29	\$0.00	977MB	\$0.00	\$20.00
(920) 229-6015	Zabel	Smart Phone	iPhone SE 3rd Gen	\$40.00	Smart Phone Access	\$40.00	298	\$0.00	16	\$0.00	1,094GB	\$0.00	\$40.00
(920) 229-8173	BPD - Strahan	Smart Phone	iPhone SE 2nd Gen	\$20.00	Smart Phone Access	\$40.00	218	\$0.00	0	\$0.00	1018MB	\$0.00	\$40.00
(920) 229-9644	BPD - School Liaison	Smart Phone	iPhone SE 2nd Gen	\$20.00	Smart Phone Access	\$20.00	76	\$0.00	2	\$0.00	208MB	\$0.00	\$20.00
(920) 290-5062	Sara Rutkowski	Smart Phone	iPhone SE 2nd Gen	\$20.00	Smart Phone Access	\$20.00	208	\$0.00	2	\$0.00	310MB	\$0.00	\$20.00
(920) 290-5088	BPD	Smart Phone	iPhone SE 2nd Gen	\$20.00	Smart Phone Access	\$20.00	264	\$0.00	3	\$0.00	763MB	\$0.00	\$20.00
(920) 290-5590	Chief of Police	Smart Phone	iPhone SE 2nd Gen	\$40.00	Smart Phone Access	\$40.00	48	\$0.00	0	\$0.00	1,413GB	\$0.00	\$40.00
(920) 290-6560	DPW Assistant	Smart Phone	Phone SE 3rd Gen	\$40.00	Smart Phone Access	\$40.00	0	\$0.00	0	\$0.00	0	\$0.00	\$35.99
(920) 326-2599	Stephanie Skivers	Data Device	Cradlepoint BR900-1200M-B	\$0.00	FVA PS MBB UNL w/MBP	\$35.99	0	\$0.00	0	\$0.00	0	\$0.00	\$35.99
(920) 118-3040	Brian Pulvermacher	Data Device	Cradlepoint BR900-1200M-B	\$0.00	FVA PS MBB UNL w/MBP	\$35.99	0	\$0.00	0	\$0.00	0	\$0.00	\$35.99
UNKNOWN	UNKNOWN	Data Device	Cradlepoint BR900-1200M-B	\$0.00	FVA PS MBB UNL w/MBP	\$35.99	0	\$0.00	0	\$0.00	0	\$0.00	\$35.99
UNKNOWN	UNKNOWN	Data Device	Cradlepoint BR900-1200M-B	\$0.00	Unlimited Data Plan	\$140.00	0	\$0.00	0	\$0.00	0	\$0.00	\$140.00
(920) 229-6409	Jody Olson	Smart Phone	Unknown		Unlimited Data - Everyday 2.0	\$24.99	120	\$0.00	2	\$0.00	0	\$0.00	\$24.99
(920) 229-6411	Jody Olson	Smart Phone	Installation Plan*		Unlimited Data - Even Better 2.0	\$57.74	1661	\$0.00	64	\$0.00	5,932GB	\$0.00	\$57.74
(920) 229-6430	Jody Olson	Smart Phone	Unknown		Unlimited Data - Everyday 2.0	\$24.99	348	\$0.00	0	\$0.00	390MB	\$0.00	\$24.99
(920) 290-4572	Jody Olson	Tablet	Unknown		1GB Data - Tablet	\$18.99	0	\$0.00	0	\$0.00	1MB	\$0.00	\$18.99
(920) 290-5418	Jody Olson	Tablet	Installation Plan*		Unlimited Data - Tablet	\$66.12	0	\$0.00	0	\$0.00	1,092GB	\$0.00	\$66.12
(920) 290-5604	Jody Olson	Tablet	Installation Plan*		Unlimited Data - Tablet	\$66.12	0	\$0.00	0	\$0.00	55MB	\$0.00	\$66.12
(920) 290-6191	Jody Olson	Smart Phone	Unknown		Unlimited Data - Everyday 2.0	\$24.99	157	\$0.00	0	\$0.00	1,277GB	\$0.00	\$24.99
											Total Monthly Spend		\$960.40
											Total Police Department Spend		\$354.59

FirstNet										
Phone Number	User Name	Device Type	New Device	New Device Price	Plan Description	Standard Plan Price	24 Month Promotional Price	36 Month Promotional Price	Total Monthly Charge	Total Monthly Change
(920) 229-0173	BPD - Squad	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 229-0174	BPD - Squad	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 229-3069	Park Supervisor	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 229-3311	Assistant Chief	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 229-5130	. McDowell	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 229-6015	Zabel	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 229-8173	BPD - Strahan	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 229-9644	BPD - School Liaison	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 290-5062	Sara Rutkowski	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 290-5088	BPD	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 290-5590	Chief of Police	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 290-6560	DPW Assistant	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
NEW NUMBER	Stephanie Skivers	Data Device	COE	\$0.00	Unlimited Data	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99
NEW NUMBER	Brian Pulvermacher	Data Device	COE	\$0.00	Unlimited Data	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99
NEW NUMBER	UNKNOWN	Data Device	COE	\$0.00	Unlimited Data	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99
NEW NUMBER	UNKNOWN	Data Device	COE	\$0.00	Unlimited Data	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99
(920) 229-6409	Jody Olson	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 229-6411	Jody Olson	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 229-6430	Jody Olson	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
(920) 290-4572	Jody Olson	Tablet	COE	\$0.00	Unlimited Data	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99
(920) 290-5418	Jody Olson	Tablet	COE	\$0.00	Unlimited Data	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99
(920) 290-5604	Jody Olson	Tablet	COE	\$0.00	Unlimited Data	\$31.99	\$31.99	\$31.99	\$31.99	\$31.99
(920) 290-6191	Jody Olson	Smart Phone	iPhone 17e 256GB	\$0.99	Unlimited Voice, Unlimited Messaging, and Unlimited Data	\$35.99	\$27.66	\$30.43	\$27.66	\$30.43
					Total Monthly Fee (3 Options)	\$799.77	\$638.78	\$710.88		
					One Time Equipment Price	\$15.84	\$15.84	\$15.84		
					One Time POTENTIAL Trade In Value	\$300.00	\$300.00	\$300.00		
					Police Department Total Monthly Fee (3 Options)	\$379.89	\$321.56	\$341.00		



## City of Berlin

- Cellular Services (Voice and Data)

### FirstNet Pricing Proposal:

Total Lines of Service – 23

- 16 - Smart Phones – Unlimited Voice, Unlimited Messaging, and Unlimited Data (No overage charges and no throttling)
  - o \$35.99 per month per line
- 7 - Data Devices – Unlimited Data (No overage charges and no throttling)
  - o \$31.99 per month per line

### Total Proposed Cellular Spend –

- Annual –
  - o 12 months - \$9,597.24
- Monthly –
  - o \$799.77 per month (17% cost savings)
- One-Time Charges –
  - o \$15.84
  - o Does not include tablets (S&W) or routers (PD)
- POTENTIAL PROMOTIONAL Credits –
  - o Smart Phones –
    - \$200.00 credit over 24 months (33% cost savings)
    - \$200.00 credit over 36 months (26% cost savings)
- One-Time POTENTIAL Trade-In Credits –
  - o \$300.00