

COMMON COUNCIL MEETING AGENDA
JUNE 9, 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 RECORDED
ON THE CITY OF BERLIN YOUTUBE PAGE @CITYOFBERLIN5623
THIS MEETING WILL BE LIVE ON ZOOM -
<https://us02web.zoom.us/j/82192207247?pwd=E1PZu6aNId7EB7ojDnBCL99DOtsI8V.1>
Meeting ID: 821 9220 7247 Passcode: 123456

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

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

5. Waive the reading of ordinances and resolutions.
6. Accept and place on file reports from the City Clerk, Treasurer, and Building Inspector.
7. Approve payment of bills.
8. Approve minutes from the 5.12.2026 Common Council Meeting.
9. Approve the recommendation of the Committee of the Whole to approve the update of the Berlin EMS Policies and Procedures to bring the document in line with the requirements of the DEA.
10. Approve the recommendation of the Committee of the Whole to approve the integration with TTech with a credit card vendor to accept online payments for tax collections.
11. Approve the recommendation of the Committee of the Whole to approve the Development Agreement for Adam Ewald for a duplex project (Parcel No. 206-01830-1209, future address of 388 & 392 Canal Street) utilizing the Tax Increment District #17 vacant lot development incentive program.

END OF CONSENT AGENDA

12. Ordinance #06-26 To Update and Adopt the Comprehensive Plan of the City of Berlin.
RECOMMENDATION: Approve adoption of Ordinance #06-26 to adopt “Berlin 2046 Comprehensive Plan” as recommended by the Plan Commission.
13. Alcohol Beverage License Request of On the Square, LLC – Class “B” Beer License and a “Class B” Liquor License at 116 N. Capron St. RECOMMENDATION: Grant a Class “B” Beer and “Class B” Liquor License to On the Square at 116 N. Capron Street.

14. Street Cruzers, Inc Special Event Permit Application for August 9, 2026.
RECOMMENDATION: Approve Special Events on Streets, Highways, and Municipal Parking Lots Permit for Street Cruzers, Inc Berlin Car Show at Riverside Park on August 9, 2026.
15. Fire Department request to sell beer (fermented malt beverages) at the Car Show (in Riverside Park) on August 9, 2026. RECOMMENDATION: Approve Fire Department request to sell beer (fermented malt beverages) at the 2026 Car Show as permitted under State Statute §125.06(6) and Resolution #13-21.
16. Oakwood Cemetery request to purchase new lighting for the archway, belltower and chapel at a cost not to exceed \$5,140. RECOMMENDATION: Discussion and action as appropriate.
17. Raze and Remove Order for 194 S Wisconsin Street (Parcel No. 206-00451-0000).
RECOMMENDATION: Issue a Raze and Remove order for 194 S Wisconsin Street and authorize commencing the process including potential litigation.
18. Utilities Compliance Maintenance Annual Report (CMAR) & Resolution #26-05.
RECOMMENDATION: Approve Resolution #26-05 and place on file.
19. Proposal for Real Estate Services for WIS 91, WIS 49 South to Berlin (Project I.D. 6540-01-03) RECOMMENDATION: Approve proposal and authorize contract for Real Estate Service for the WIS 91 Connecting Communities road project.
20. 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.)
21. New Business (To be used to request items of new business be put on a future agenda)
22. Adjourn.

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

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

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

City of Berlin WI
A/P Distribution from 5/01/2026 to 5/29/2026

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
100-00-21510-000 Health Insurance	[HealthPartners] HealthPartners	5/08/2026	2026-10	6/07/2026	Pay period ending 5/02/2026,Health	2,458.54
	[WI PHY INS] WI Physician Insurance	5/08/2026	2026-10	6/07/2026	Pay period ending 5/02/2026,EmpHealth	18,955.31
			100-00-21510-000 Health Insurance Total			21,413.85
100-00-21513-000 WRF		5/08/2026	2026-10	5/08/2026	Pay period ending 5/02/2026,WRS-	14,318.52
	[Empower] Empower Payments	5/22/2026	2026-11	5/22/2026	Pay period ending 5/16/2026,WRS-	14,270.33
	[Empower] Empower Payments		100-00-21513-000 WRF Total			28,588.85
100-00-24330-000 Other Accounts Due County	[GLCO-02] GREEN LAKE COUNTY TREASURER	5/01/2026	050126	5/31/2026	2025/2026 Dog Report	1,095.75
			100-00-24330-000 Other Accounts Due County Total			1,095.75
100-00-44300-000 Building Insp Issued Permits	[KEG] KUNKEL ENGINEERING GROUP	5/14/2026	0286588 (1)	6/13/2026	March Building Permits	32.00
			100-00-44300-000 Building Insp Issued Permits Total			32.00
100-00-44320-000 Weights & Measures Permits	[City of Appleton] City Of Appleton	5/01/2026	20115	5/31/2026	May 2026	575.00
			100-00-44320-000 Weights & Measures Permits Total			575.00
100-00-51400-170 Employee Benefits Retiree Payout & Insurance	[01-00000811-00-1] PODDOL, GARY/SARA	5/14/2026	051426	6/13/2026	Retiree Health Insurance - COBRA for S.	750.99
	[PLANTZ] Plantz, Dennis	5/14/2026	051426	6/13/2026	May 2026 Health Reimbursement	1,800.00
			100-00-51400-170 Employee Benefits Retiree Payout & Insurance Total			2,550.99
100-10-51415-330 City Administrator Conferences and Training	[1667] Balcom, Jessi Lynn	5/14/2026	051426	6/13/2026	Mileage for League Spring Exchange	115.50
			100-10-51415-330 Cty Administrator Conferences and Training Total			115.50
100-10-51415-340 City Administrator Operating Supplies	[Wisconsin Department of Natural Resources] Wisconsin	5/18/2026	051826	6/17/2026	General Liability Clarification Request for	700.00
	[BAIRD & CO., ROBERT W.] BAIRD & CO., ROBERT W.	5/28/2026	052826	6/27/2026	Capital Improvement Plan	7,500.00
	[BAIRD & CO., ROBERT W.] BAIRD & CO., ROBERT W.	5/14/2026	PF-25015641	6/13/2026	TID 17 Creation	12,500.00
	[BAIRD & CO., ROBERT W.] BAIRD & CO., ROBERT W.	5/28/2026	PF-25019551	6/27/2026	2025 Dissemination Agent continuing	1,500.00
			100-10-51415-340 City Administrator Operating Supplies Total			22,200.00
100-10-51530-210 Assessment Professional Services	[AAC] Associated Appraisal Consultants	5/01/2026	186015	5/31/2026	Assessment Services	2,058.33
			100-10-51530-210 Assessment Professional Services Total			2,058.33
100-10-51938-510 Property & Liability Insurance Premiums	[MPIC] Municipal Property Insurance Company	5/28/2026	052826	6/27/2026	Policy Number	100.00
			100-10-51938-510 Property & Liability Insurance Premiums Total			100.00
100-12-51420-320 City Clerk Publication Fees	[BJN] BERLIN JOURNAL	5/22/2026	BER349793	6/21/2026	Organizational Meeting	32.88
	[BJN] BERLIN JOURNAL	5/22/2026	BER349794	6/21/2026	Council Minutes	82.48
			100-12-51420-320 City Clerk Publication Fees Total			115.36

City of Berlin WI

A/P Distribution from 5/01/2026 to 5/29/2026

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
100-12-51420-330	City Clerk Conferences and Training	5/28/2026	052826	6/27/2026	Mileage - TTech Training for Tax Receipting	28.00
	[1264] Majeskie, Brittani K				100-12-51420-330 City Clerk Conferences and Training Total	28.00
100-12-51450-221	Central Duplicating Phone/Data	5/07/2026	287338976238	6/06/2026	First Net - May	86.20
	[FirstNet] AT & T Mobility	5/09/2026	405001164716	6/08/2026	service 5-9/6-8 2026	484.81
	[BRIGHT] Brightspeed				100-12-51450-221 Central Duplicating Phone/Data Total	571.01
100-12-51450-400	Central Duplicating Computer Software & Hardware	5/17/2026	30649	6/16/2026	Assistance with Bank Recon	176.25
	[MOUNTAINEER] MOUNTAINEER COMPUTER SYSTEMS, INC.				100-12-51450-400 Central Duplicating Computer Software & Hardware Total	176.25
100-20-52100-330	Police Department Conferences and Training	5/28/2026	051526	6/27/2026	Mileage reimbursement for Highway Drug	75.00
	[1231] Saylor, Dylan M				100-20-52100-330 Police Department Conferences and Training Total	75.00
100-30-51600-220	Municipal Building Utilities	5/03/2026	051426	6/02/2026	April Water & Sewer	212.57
	[BH20] Berlin Water & Sewer Department				100-30-51600-220 Municipal Building Utilities Total	212.57
100-30-51610-220	Buildings & Grounds Utilities	5/03/2026	051426	6/02/2026	April Water & Sewer	76.60
	[BH20] Berlin Water & Sewer Department				100-30-51610-220 Buildings & Grounds Utilities Total	76.60
100-30-53311-220	Public Works General Streets Utilities	5/03/2026	051426	6/02/2026	April Water & Sewer	220.82
	[BH20] Berlin Water & Sewer Department				100-30-53311-220 Public Works General Streets Utilities Total	220.82
100-30-53620-290	Garbage & Refuse Other Contractual Services	5/01/2026	0037550-0414-4	5/31/2026	April 2026 Service	21,451.95
	[WMI] WASTE MANAGEMENT				100-30-53620-290 Garbage & Refuse Other Contractual Services Total	21,451.95
100-30-53635-290	Recycling Other Contractual Services	5/01/2026	0037550-0414-4	5/31/2026	April 2026 Service	13,109.80
	[WMI] WASTE MANAGEMENT				100-30-53635-290 Recycling Other Contractual Services Total	13,109.80
100-30-55420-220	Swimming Pool Utilities	5/03/2026	051426	6/02/2026	April Water & Sewer	264.00
	[BH20] Berlin Water & Sewer Department				100-30-55420-220 Swimming Pool Utilities Total	264.00
100-40-54600-220	Senior Center Utilities	5/03/2026	051426	6/02/2026	April Water & Sewer	103.08
	[BH20] Berlin Water & Sewer Department				100-40-54600-220 Senior Center Utilities Total	103.08
100-40-54600-221	Senior Center Phone/Data	5/09/2026	405001164716	6/08/2026	service 5-9/6-8 2026	253.49
	[BRIGHT] Brightspeed				100-40-54600-221 Senior Center Phone/Data Total	253.49
100-40-54600-340	Senior Center Operating Supplies	5/14/2026	051426	6/13/2026	Senior Center Bus Trips for March & April	1,086.46
	NORTHERN EXPRESS BUS SERVICE LLC				100-40-54600-340 Senior Center Operating Supplies Total	1,086.46

City of Berlin WI
A/P Distribution from 5/01/2026 to 5/29/2026

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
100-50-55110-220	Library Utilities	5/03/2026	051426	6/02/2026	April Water & Sewer	77.50
	[BH20] Berlin Water & Sewer Department					77.50
			100-50-55110-220		Library Utilities Total	
100-50-55110-221	Library Phone/Data	5/09/2026	405001164716	6/08/2026	service 5-9/6-8-2026	208.56
	[BRIGHT] Brightspeed					208.56
			100-50-55110-221		Library Phone/Data Total	
100-52-24335-000	Due Park Shelter Rent Deposits	5/28/2026	052826	6/27/2026	Shelter Deposit Reimbursement	100.00
	[Paige McDowell] Paige McDowell					100.00
	[Tanya Brandt] Tanya Brandt				Deposit Shelter Reimbursement	100.00
	[Micky Miller] Micky Miller				Shelter Deposit Reimbursement	100.00
	[Shannon Congdon] Shannon Congdon				Deposit shelter reimbursement	100.00
			100-52-24335-000		Due Park Shelter Rent Deposits Total	400.00
100-52-55200-220	Parks Utilities	5/03/2026	051426	6/02/2026	April Water & Sewer	561.95
	[BH20] Berlin Water & Sewer Department					561.95
			100-52-55200-220		Parks Utilities Total	
100-60-56300-210	Land Use Planning Professional Services	5/26/2026	029133	6/25/2026	Comp Plan May 26	5,567.60
	[MSA] MSA					64.28
	[Jill Bartol] Jill Bartol		052826	6/20/2026	Appeals Recording	5,631.88
			100-60-56300-210		Land Use Planning Professional Services Total	
100-60-56700-210	Economic Development Professional Services	5/20/2026	14778	6/19/2026	Nuisance & Cleanup: 422 Lafayette Street	68.25
	[CLO] Chier Law Office LLC					583.00
	[CLO] Chier Law Office LLC		14793	6/19/2026	Zoning Issues - Kitten Hole	651.25
			100-60-56700-210		Economic Development Professional Services Total	
200-00-51400-210	ARPA FundProfessional Services	5/06/2026	300	6/05/2026	Final Invoice on Strategic Plan	3,125.00
	[CP2 Consulting] CP2 Consulting, Inc.					3,125.00
			200-00-51400-210		ARPA FundProfessional Services Total	
400-30-57332-820	State Highway Outlay (Broadway/Huron)	5/01/2026	395-0000437428	5/31/2026	Connecting Hwy	7,762.22
	[WI Department of Transportation] WI Department of					1,650.27
	[WI Department of Transportation] WI Department of		395-0000437435	5/31/2026	Connecting Hwy - Huron Street	9,412.49
			400-30-57332-820		State Highway Outlay (Broadway/Huron) Total	
600-00-21510-000	Health Insurance	5/08/2026	2026-10	6/07/2026	Pay period ending 5/02/2026,Health	1,295.24
	[HealthPartners] HealthPartners					13,003.52
	[WI PHY INS] WI Physician Insurance		2026-10	6/07/2026	Pay period ending 5/02/2026,EmpHealth	14,298.76
			600-00-21510-000		Health Insurance Total	
600-00-21513-000	WRF	5/08/2026	2026-10	5/08/2026	Pay period ending 5/02/2026,WRS-	12,949.87
	[Empower] Empower Payments					13,883.64
	[Empower] Empower Payments		2026-11	5/22/2026	Pay period ending 5/16/2026,WRS-	26,833.51
			600-00-21513-000		WRF Total	
600-00-52300-220	Utilities	5/24/2026	26247	6/23/2026	3/17-4/15/2026	147.07
	[Princeton] Princeton Utilities					147.07
			600-00-52300-220		Utilities Total	

City of Berlin WI
A/P Distribution from 5/01/2026 to 5/29/2026

Account	Vendor	Invoice Date	Invoice	A/P Due Date	Description	A/P Owed
600-00-52300-221	Phone/Data	5/07/2026	287338976238	6/06/2026	First Net - May	487.29
	[FirstNet] AT & T Mobility					487.29
			600-00-52300-221		Phone/Data Total	
601-00-21510-000	Health Insurance	5/08/2026	2026-10	6/07/2026	Pay period ending 5/02/2026,Health	561.65
	[HealthPartners] HealthPartners					5,264.46
	[WI PHY INS] WI Physician Insurance	5/08/2026	2026-10	6/07/2026	Pay period ending 5/02/2026,EmpHealth	5,826.11
			601-00-21510-000		Health Insurance Total	
601-00-21513-000	WRF	5/08/2026	2026-10	5/08/2026	Pay period ending 5/02/2026,WRS-	1,778.44
	[Empower] Empower Payments					1,848.60
	[Empower] Empower Payments	5/22/2026	2026-11	5/22/2026	Pay period ending 5/16/2026,WRS-	3,627.04
			601-00-21513-000		WRF Total	
602-00-21510-000	Health Insurance	5/08/2026	2026-10	6/07/2026	Pay period ending 5/02/2026,EmpHealth	4,256.23
	[WI PHY INS] WI Physician Insurance	5/08/2026	2026-10	6/07/2026	Pay period ending 5/02/2026,Health	379.88
			602-00-21510-000		Health Insurance Total	
						4,636.11
602-00-21513-000	WRF	5/08/2026	2026-10	5/08/2026	Pay period ending 5/02/2026,WRS-	1,215.18
	[Empower] Empower Payments					1,192.02
	[Empower] Empower Payments	5/22/2026	2026-11	5/22/2026	Pay period ending 5/16/2026,WRS-	2,407.20
			602-00-21513-000		WRF Total	
700-00-51490-132	Life Insurance 1	5/01/2026	002069116980 (1)	5/31/2026	April 2026	132.00
	[MOMAHA] MUTUAL OF OMAHA		700-00-51490-132		Life Insurance 1 Total	
700-00-51490-133	Life Insurance 2	5/01/2026	020126 (1)	6/30/2026	June 2026 Invoice	1,222.67
	[SFG] SECURIAN FINANCIAL GROUP		700-00-51490-133		Life Insurance 2 Total	
700-00-51490-136	Accident	5/01/2026	002069116980 (1)	5/31/2026	April 2026	296.07
	[MOMAHA] MUTUAL OF OMAHA		700-00-51490-136		Accident Total	
700-00-51490-210	Professional Services	5/01/2026	19092655	5/31/2026	Bundle Fee	330.00
	[CONCENTRA] CONCENTRA MED COMPLIANCE ADMIN		700-00-51490-210		Professional Services Total	
					Report Total	196,787.12

CITY OF BERLIN

PAYROLL FOR MAY - 2026

NET PAYROLL

PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY	AMBULANCE		
5/8/2026	10	General City	59,197.95				
5/8/2026	10	Utility		12,863.29			
5/8/2026	10	Ambulance			38,080.45		
5/22/2026	11	General City	68085.54				
5/22/2026	11	Utility		14,175.73			
5/22/2026	11	Ambulance			42265.81		
TOTAL MONTHLY PAYROLL			\$127,283.49	\$27,039.02	\$80,346.26	\$0.00	\$0.00
Total - May 2025					\$234,668.77		

April 2026 GC

Closing Balance from Previous Statement.....	3/31/2026	1,430,770.60
15 Deposits and Other Additions Totaling.....		365,742.69
251 Checks and Other Withdrawals Totaling.....		510,480.54
7 Adjustments Totaling.....		-43,565.50
0 Voids Totaling.....		0.00
Service Charge.....	4/30/2026	40.00
Interest Earned.....	4/30/2026	167.75
Closing Balance for this Statement.....	4/30/2026	1,242,595.00
Difference.....		0.00

Cash Balance from General Ledger.....	4/30/2026	6,031,783.43
Open Activity from Bank Register.....		4,789,316.18
Adjustment for Service Charges and Interest.....		127.75
General Ledger Reconciliation to Statement.....		1,242,595.00

Date	Check	Tc	Void Description	Amount
Total Voids:				0.00

Date	Reference	Deposit Description	Amount
✓ 4/06/2026			13,551.45
✓ 4/06/2026			60,781.79
✓ 4/08/2026			335.00
✓ 4/10/2026	0000192	GC 04/10/2026	9,349.78
✓ 4/15/2026			2,208.73
✓ 4/15/2026			73,612.26
✓ 4/16/2026			2,476.00
✓ 4/17/2026	0000193	GC	43,975.53
✓ 4/20/2026			11,636.00
✓ 4/23/2026			265.00
✓ 4/23/2026			875.00
✓ 4/24/2026			410.27
✓ 4/24/2026	0000194	4/24/2026 GC	143,365.67
✓ 4/28/2026			2,508.00
✓ 4/30/2026			392.21
Total Deposits:			365,742.69

Date	Check	To	Check Description	Amount
✓ 1/20/2026	0071557	[ENVISIONWARE, INC]	1 Yr Maintenance	441.23
✓ 1/21/2026	0071592	ENVISIONWARE, INC		
✓ 2/03/2026	0071615	[Dorothy Nelson] Dorothy Nelson	Senior Center Deposit Return	100.00
✓ 2/03/2026	0071615	[Curtis Vetrone] Curtis Vetrone	Witness Fees	6.00
✓ 2/20/2026	0071684	[WM] WASTE MANAGEMENT	Sr Center	30.00
✓ 3/06/2026	0071695	[APPAREL ART EMBROIDERY, LLC]	Recycling contamination charge	
✓ 3/06/2026	0071702	APPAREL ART EMBROIDERY, LLC	Incident 12/5/2025	
✓ 3/06/2026	0071702	[CIN] CINTAS	Equipment & Structures	552.00
✓ 3/13/2026	0071712	[Drexel Building Supplys] Drexel Building	Contracted Services	296.28
✓ 3/13/2026	0071712	Supplys		
✓ 3/13/2026	0071714	[TCLAB] THEDACARE LABRATORIES	Supplies	121.65
✓ 3/13/2026	0071721	[All Traffic Solutions] All Traffic Solutions,	Blood Draws	85.00
✓ 3/13/2026	0071721	LLC	Equipment & Structures	508.74
✓ 3/20/2026	0071740	[WALS] Winnefox Automated Library	Books	2,994.85
✓ 3/20/2026	0071740	Services	Adult - 1966.64	
✓ 3/20/2026	0071741	[WLS] Winnefox Library System	Juvenile - 1028.21	
✓ 3/20/2026	0071746	[01-00002113-02-8] OBRIST, LISA	Pharos Maintenance 2026	185.13
✓ 3/20/2026	0071746		Cleaning Service	502.50
✓ 3/20/2026	0071748	[ATIS ELEVATOR INSPECTION, LLC]	Elevator Inspectlon	110.00
✓ 3/20/2026	0071748	ATIS ELEVATOR INSPECTION, LLC		

City of Berlin WI

Run: 5/20/2026 @ 10:28 AM

Reconciliation - 100 Fortifi GC

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✓ 3/20/2026 0071752

[BREWER] Brewer Heating & Cooling

Service Call - ECM Blower Motor
Exhaust Boot
Fire Station

1,802.59

City of Berlin WI

Run: 5/20/2026 @ 10:28 AM

Reconciliation - 100 Fortifi GC

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Date	Check	To	Check Description	Amount
✓ 3/20/2026	0071754	[BJN] BERLIN JOURNAL	Ad - Board of Appeals Zoning	267.00
✓ 3/20/2026	0071756	[CHCOMM - POOL] Charter Communication	Pool 3/13-4/12/2026	169.98
✓ 3/31/2026	0071760	[Corp net] Corporate Network Solutions, Inc	Invoices 36456, 82392, 82423	2,080.00
✓ 3/31/2026	0071761	[WURTZ] WURTZ LAW OFFICE, LLC	Nov 2025-March 2026	1,200.00
✓ 3/31/2026	0071762	[KEG] KUNKEL ENGINEERING GROUP	February building permits	1,534.92
✓ 3/31/2026	0071763	[Earthworks] Earthworks Land Services	Snow Hauling	2,937.50
✓ 3/31/2026	0071764	[GLCO-02] GREEN LAKE COUNTY TREASURER	Property Tax-206-00-5040-500	5.05
✓ 3/31/2026	0071765	[ML&LG] Municipal Law & Litigation Group, S.C.	February	1,860.70
✓ 3/31/2026	0071766	[WI SCTF] WI SCTF	Garnishment - Child Support Dylan Saylor - Payroll Date 03/27/2026	111.23
✓ 3/31/2026	0071767	[MOUNTAINEER] MOUNTAINEER COMPUTER SYSTEMS, INC.	Assistance with ACA/1095 Reporting	176.25
✓ 3/31/2026	0071768	[BJN] BERLIN JOURNAL	Add for Grizzly's	77.00
✓ 3/31/2026	0071769	[CHCOM-SRCTR] Charter Communication III	Phone & Internet Service 3/21/2026- 4/20/2026	907.21
✓ 3/31/2026	0071770	[PIONEER] PIONEER MANUFACTURING CO	Parks Operating	499.84
✓ 3/31/2026	0071771	[Dreiske Law Office] Dreiske Law Office, LLC	March Invoice	3,381.00
✓ 3/31/2026	0071772	[Baer Insurance] Baer Insurance	4th qt for Worker's Comp and commercial General Liability & Auto Ins.	33,766.00
✓ 3/31/2026	0071773	[EOJohnson] E.O. Johnson Co., Inc.	Copy Machine	171.75
✓ 3/31/2026	0071774	[Northwoods] Superior Chemical, LLC	Premium Bath Tissue	61.41
✓ 3/31/2026	0071775	[BAYCOM INC] BAYCOM INC c/o OWNERS EDGE INC	Missed invoice from 2024	36.00
✓ 3/31/2026	0071776	[106] Kiener, Susan J	Senior Center Updates	391.03
✓ 4/01/2026		[HSA Payments ER] HSA Payments ER		3,781.25
✓ 4/02/2026		[Christianson, Doug] Christianson, Doug		649.00
✓ 4/10/2026		[North Shore] North Shore Payments		250.00
✓ 4/10/2026		[HSA] HSA Payments		4,137.77
✓ 4/10/2026	EFT		Pay period ending 4/04/2026	59,451.79
✓ 4/13/2026	0071777	[Hyde Syte Tactics] Hyde Syte Tactics	Training - R. McMartin	325.00
✓ 4/13/2026	0071778	[1051] Barton, Andrew L	Laundrey Money	50.00
✓ 4/13/2026	0071779	[Homan Ford, Inc.] Homan Ford, Inc.	2025 Dodge Durango New Wipers	36.85
✓ 4/13/2026	0071780	[BH20] Berlin Water & Sewer Department	March Water & Sewer	1,601.51
✓ 4/13/2026	0071781	[Drexel Building Supplys] Drexel Building Supplys	SKYTRIM	72.94
✓ 4/13/2026	0071782	[MACQUEEN] MACQUEEN	Invoices P41800, P59237	4,435.13
✓ 4/13/2026	0071783	[MGD INDUSTRIAL CORP] MGD INDUSTRIAL CORP	Invoices 245806, 246095	123.29
✓ 4/13/2026	0071784	[WI State FC Assocation] WSFCA	2026 Membership Dues	220.00
✓ 4/13/2026	0071785	[TCLAB] THEDACARE LABRATORIES	Blood Draws	85.00
✓ 4/13/2026	0071786	[ALCIVIA] Alcivia	Fieldmaster	1,291.76
✓ 4/13/2026	0071787	[Corp net] Corporate Network Solutions, Inc	Invoices 82574, 82578	960.00
✓ 4/13/2026	0071788	[OSHKOSH F&P EQUIPMENT, INC] OSHKOSH F&P EQUIPMENT, INC	Invoices 199239, 199464	1,850.00
✓ 4/13/2026	0071789	[HEDU010] HEARTLAND ENVIRONMENTAL DISTRIBUTORS, INC	Weed Easy	313.54
✓ 4/13/2026	0071790	[1667] Balcom, Jessi Lynn	Delivery election material to Counties	41.30
✓ 4/13/2026	0071791	[KRAUSE'S SERVICE, INC.] KRAUSE'S SERVICE, INC.	Invoices 09925, 09935, 09937	284.87
✓ 4/13/2026	0071793	[CULLWA] Culligan Water	Invoices 033126, 033126	36.50
✓ 4/13/2026	0071794	[IBU] INTERSTATE BATTERY	Battery	10.00
✓ 4/13/2026	0071795	[TAPCO SAFE TRAVELS] Traffic & Parking Control Co., LLC	Street Name	344.76
✓ 4/13/2026	0071796	[WPPA] WISCONSIN PROFESSIONAL POLICE	Union Dues	470.00

City of Berlin WI
Reconciliation - 100 Fortifi GC

✓ 4/13/2026 0071797

[LIR] LIR Transportation LLC

March 2026 Taxi

25,416.50

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

Run: 5/20/2026 @ 10:28 AM

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Date	Check	To	Check Description	Amount
✓ 4/13/2026	0071798	[TACTICAL SOLUTIONS] TACTICAL SOLUTIONS	Operating supplies	278.00
✓ 4/13/2026	0071800	[GFCOM] Gordon Flesch	Contractual Services	32.34
✓ 4/13/2026	0071801	[FIRE & SAFETY EQUIPMENT, INC.] FIRE & SAFETY EQUIPMENT, INC.	Operating Supplies	87.32
✓ 4/13/2026	0071802	[WM] WASTE MANAGEMENT	Invoices 0035929-0414-2, 0037088-0414-5	34,591.75
✓ 4/13/2026	0071803	[RID] RIDGE STONE PRODUCTS, INC	Clear Limestone	89.06
✓ 4/13/2026	0071804	[BREWER] Brewer Heating & Cooling	Replace Heat Pump	9,546.00
✓ 4/13/2026	0071805	[Datavant] Datavant	Professional Services	72.75
✓ 4/13/2026	0071806	[CIN] CINTAS	Cleaning Supplies	332.26
✓ 4/13/2026	0071807	[BJN] BERLIN JOURNAL	Transmittal Memo	126.00
✓ 4/13/2026	0071808	[Zarnoth Brush Works, Inc.] Zarnoth Brush Works, Inc.	Disposable gutter broom	531.00
✓ 4/13/2026	0071809	[CHCOMM - POOL] Charter Communication	Pool 4/13-5/12/2026	169.98
✓ 4/13/2026	0071810	[AAC] Associated Appraisal Consultants	Assessment Services April 2026	2,058.33
✓ 4/13/2026	0071811	[ALLNT] Alliant Energy/WPL	Nathan Strong Restroom	59.26
✓ 4/13/2026	0071812	[Northwoods] Superior Chemical, LLC	Operating Supplies	115.00
✓ 4/13/2026	0071813	[BAYCOM INC] BAYCOM INC c/o OWNERS EDGE INC	Equipment & Structures	206.00
✓ 4/13/2026	0071814	[CONSOL] Convergent Solutions	Training w/Brittani	280.75
✓ 4/14/2026	0071815	[WLS] Winnefox Library System	Invoices WLS4445, WLS4484, WLS4497	1,980.88
✓ 4/14/2026	0071818	[GFCOM] Gordon Flesch	Images over base	142.30
✓ 4/15/2026		[IRS] IRS Tax Payments		38,171.72
✓ 4/16/2026		[Empower] Empower Payments		1,968.19
✓ 4/17/2026		[WIDOR] Wisconsin Department of Revenue		17.16
✓ 4/17/2026		[WI Tax] WI Tax Payroll		6,813.04
✓ 4/22/2026		[US CELL] U S CELLULAR		406.15
✓ 4/23/2026	0071820	[MODERN OVERHEAD DOOR CORP] MODERN OVERHEAD DOOR CORP	Labor - parts & materials	184.00
✓ 4/23/2026	0071821	[ALCIVIA] Alcivia	DEF Fluid Drum Deposit DEF Hand pump	378.75
✓ 4/23/2026	0071823	[DTN] DTN, LLC	Weather safety	128.70
✓ 4/23/2026	0071826	[vonBRIESEN & ROPER, s.c.] vonBRIESEN & ROPER, s.c.	Labor & Personnel	654.50
✓ 4/23/2026	0071828	[ITUAB] ITU ABSORBTECH, INC.	Cleaning supplies	80.29
✓ 4/23/2026	0071829	[WI SCTF] WI SCTF	Garnishment - Child Support Dylan Saylor - Payroll Date 04/10/2026 & 4/24/26	222.46
✓ 4/23/2026	0071830	[ABC, INC] ABC, INC	Grant from Travel & Tourism commisslon	3,000.00
✓ 4/23/2026	0071831	[CIN] CINTAS	Cleaning Supplies	311.70
✓ 4/23/2026	0071833	[BJN] BERLIN JOURNAL	Invoices 189959, 340176, 341481, 341482	2,111.50
✓ 4/23/2026	0071834	[ASSOCBNK] Associated Bank	Invoices 27864, 27865	950.00
✓ 4/23/2026	0071835	[City of Appleton] City Of Appleton	April 2026	575.00
✓ 4/23/2026	0071836	[SFLM] SONDALLE FORD LINCOLN MERCURY	Chrysler Voyager Oil Chage	93.82
✓ 4/23/2026	0071837	[BRIGHT] Brightspeed	service 4-9/5-8 2026	1,164.99
✓ 4/23/2026	0071838	[Northwoods] Superior Chemical, LLC	Invoices 438864, 439052, 439256	601.06
✓ 4/23/2026	0071839	[BADGER STATE TIRE, INC] BADGER STATE TIRE, INC	Check for leaks Sweeper had no freon in system	315.95
✓ 4/23/2026	0071840	[BMW] Barron Mobile Welding	Invoices 2640, 2641	10,387.00
✓ 4/24/2026		[North Shore] North Shore Payments		250.00
✓ 4/24/2026		[HSA] HSA Payments		4,137.77
✓ 4/24/2026		[WI Tax] WI Tax Payroll		7,165.55
✓ 4/24/2026		[IRS] IRS Tax Payments		41,162.66
✓ 4/24/2026		[ALLNT] Alliant Energy/WPL		13,753.30

City of Berlin WI
Reconciliation - 100 Fortifi GC

Date	Check	To	Check Description	Amount
✓ 4/24/2026	0042383	[1281] Fox, Jacob D	GC #9	135.18
✓ 4/24/2026	EFT		Pay period ending 4/18/2026	76,224.47
✓ 4/27/2026		[FleetCor] FleetCor		5,839.68
✓ 4/30/2026		[WRF] WRF Payments		62,845.35
✓ 4/30/2026		[Empower] Empower Payments		2,045.37
✓ 4/30/2026	0043282	[1046] Lippold, Brandon M	Replace payroll check for closed account	2,208.73
✓ 4/30/2026	0712737	[ELAN] ELAN Credit Card	March ELan, Paid in April	11,868.92
Total Checks:				510,480.54

Date	Reference	Adjustment Description	Amount
✓ 4/06/2026			-37,909.53
✓ 4/15/2026		April Health Benefits	20,069.14
✓ 4/15/2026			-20,069.14
✓ 4/17/2026			-269.95
✓ 4/23/2026			-20,000.00
✓ 4/30/2026		April Payroll benefits	19,524.14
✓ 4/30/2026			-4,910.16
Total Adjustments:			-43,565.50



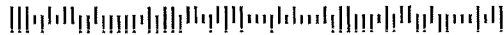
Fortifi Bank

FINANCIAL SERVICES STATEMENT

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

855.876.1500
www.FortifiBank.com

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



Statement Date: 04/30/2026

Account No.:

XXX028 Page: 1

NOW ACCOUNT SUMMARY

Type: REG Status: Active

Category	Number	Amount
Balance Forward From 03/31/26		1,430,770.60
Deposits	3	196,690.98+
Debits	89	169,541.40
Automatic Withdrawals	38	424,097.92
Automatic Deposits	14	208,644.99+
Miscellaneous Fees	2	40.00
Interest Added This Statement		167.75+
Ending Balance On 04/30/26		1,242,595.00
Annual Percentage Yield Earned	0.15 %	
Interest Paid This Year	910.65	
Interest Paid Last Year	1,015.12	
Average Balance (Ledger)	1,360,647.79 +	

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

Date	Type	Amount	Date	Type	Amount	Date	Type	Amount
04/13/26	Deposit	9,349.78	04/20/26	Deposit	43,975.53	04/24/26	Deposit	143,365.67
04/06/26			04/06/26			04/08/26		
04/06/26			04/08/26			04/15/26		
04/06/26			04/15/26			04/15/26		
04/08/26			04/15/26			04/15/26		
04/15/26			04/15/26			04/16/26		
04/15/26			04/16/26			04/20/26		
04/15/26			04/20/26			04/23/26		
04/15/26			04/23/26			04/23/26		
04/15/26			04/23/26			04/24/26		
04/15/26			04/24/26			04/28/26		
04/15/26			04/28/26					

Continued

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Fortifi Bank

 
FINANCIAL SERVICES STATEMENT

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

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Statement Date: 04/30/2026

Account No.:

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ALL CREDIT ACTIVITY (cont.)

Date	Description	Amount
04/30/26	INTEREST PAID	167.75
04/30/26	36 TREAS 310 MISC PAY	392.21
04/30/26	APRIL PAYROLL BENEFITS-INTERNET TRANSFER FROM CHK 0060 TO CHK 0028 7435590	19,524.14

ELECTRONIC DEBITS

Date	Description	Amount
04/01/26	CITY OF BERLIN 26 ER HSA	3,781.25
04/02/26	CITY OF BERLIN RET HEALTH	649.00
04/06/26	APRIL HEALTH & DENTAL GC-INTERNET TRANSFER FROM CHK 0028 TO CHK 5639 7233427	37,909.53
04/08/26	ELAN FINANCIAL AUTOPAY	11,868.92
04/10/26	CITY OF BERLIN GC #8	59,451.79
04/10/26	CITY OF BERLIN EE - HSA	4,137.77
04/10/26	NORTH SHORE BANK CITY OF BE	250.00
04/15/26	APRIL HEALTH BENEFITS FOR EMS SENT TO GC IN ERROR-INTERNET TRANSFER FROM CHK 0028 TO CHK 5639 2728836	20,069.14
04/15/26	IRS USATAXPYMT	38,171.72
04/16/26	EMPOWER EMPOWER	1,968.19
04/17/26	REIMBURSEMENT FOR DELINQUENT WATER BILLS FROM TAXES-INTERNET TRANSFER FROM CHK 0028 TO CHK 0060 1628980	269.95
04/17/26	WI DEPT REVENUE TAXPAYMNT	6,813.04
04/17/26	WI DEPT REVENUE TAXPAYMNT	17.16
04/22/26	U.S. CELLULAR CELLULAR	406.15
04/23/26	COVER EMS PAYROLL #9-INTERNET TRANSFER FROM CHK 0028 TO CHK 0562 7621474	20,000.00
04/23/26	ALLIANT - WPL PAYMENT	26.00
04/24/26	CITY OF BERLIN GC #9	76,224.47
04/24/26	IRS USATAXPYMT	41,162.66
04/24/26	WI DEPT REVENUE TAXPAYMNT	7,165.55
04/24/26	ALLIANT - WPL PAYMENT	5,488.17
04/24/26	CITY OF BERLIN EE - HSA	4,137.77
04/24/26	ALLIANT - WPL PAYMENT	1,905.05
04/24/26	ALLIANT - WPL PAYMENT	1,406.37
04/24/26	ALLIANT - WPL PAYMENT	1,312.88
04/24/26	ALLIANT - WPL PAYMENT	1,069.20
04/24/26	ALLIANT - WPL PAYMENT	818.86
04/24/26	ALLIANT - WPL PAYMENT	784.98
04/24/26	ALLIANT - WPL PAYMENT	366.71
04/24/26	ALLIANT - WPL PAYMENT	326.95
04/24/26	NORTH SHORE BANK CITY OF BE	250.00
04/24/26	ALLIANT - WPL PAYMENT	143.07
04/24/26	ALLIANT - WPL PAYMENT	53.18

Continued

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

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Statement Date: 04/30/2026

Account No.:

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ELECTRONIC DEBITS (cont.)

Date	Description	Amount
04/24/26	ALLIANT - WPL PAYMENT	27.76
04/24/26	ALLIANT - WPL PAYMENT	24.12
04/27/26	FLEETCOR FUNDING BT0424	5,839.68
04/27/26	EMPOWER EMPOWER	2,045.37
04/30/26	JANUARY, MARCH, APRIL EMS FEES PAID TO CITY-INTERNET TRANSFER FROM CHK 0028 TO CHK 0562 8399034	4,910.16
04/30/26	EMPLOYEE TRUST FU WRS REMIT	62,845.35
04/30/26	ACH ORIGINATION FEE	10.00
04/30/26	POSITIVE PAY	30.00

CHECKS AND OTHER DEBITS

* Indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
04/13/26	43282	2,208.73	04/07/26	71772	33,766.00	04/21/26	71804	9,546.00
04/30/26	43283	135.18	04/06/26	71773	171.75	04/20/26	71805	72.75
04/06/26	71559*	441.23	04/06/26	71774	61.41	04/23/26	71806	332.26
04/24/26	71592*	100.00	04/06/26	71775	36.00	04/22/26	71807	126.00
04/02/26	71615*	6.00	04/01/26	71776	391.03	04/23/26	71808	531.00
04/03/26	71684*	30.00	04/27/26	71777	325.00	04/28/26	71809	169.98
04/21/26	71695*	552.00	04/16/26	71778	50.00	04/20/26	71810	2,058.33
04/27/26	71702*	296.28	04/21/26	71779	36.85	04/21/26	71811	59.26
04/07/26	71712*	121.65	04/17/26	71780	1,601.51	04/20/26	71812	115.00
04/01/26	71714*	85.00	04/20/26	71781	72.94	04/20/26	71813	206.00
04/17/26	71721*	508.74	04/21/26	71782	4,435.13	04/20/26	71814	280.75
04/08/26	71740*	2,994.85	04/20/26	71783	123.29	04/22/26	71815	1,980.88
04/08/26	71741	185.13	04/22/26	71784	220.00	04/21/26	71818*	142.30
04/07/26	71746*	502.50	04/22/26	71785	85.00	04/30/26	71820*	184.00
04/02/26	71748*	110.00	04/20/26	71786	1,291.76	04/28/26	71821	378.75
04/13/26	71752*	1,802.59	04/23/26	71787	960.00	04/29/26	71823*	128.70
04/01/26	71754*	267.00	04/20/26	71788	1,850.00	04/28/26	71826*	654.50
04/02/26	71756*	169.98	04/29/26	71789	313.54	04/30/26	71828*	80.29
04/08/26	71760*	2,080.00	04/21/26	71790	41.30	04/28/26	71829	222.46
04/09/26	71761	1,200.00	04/21/26	71791	284.87	04/28/26	71830	3,000.00
04/07/26	71762	1,534.92	04/20/26	71793*	36.50	04/30/26	71831	311.70
04/08/26	71763	2,937.50	04/20/26	71794	10.00	04/30/26	71833*	2,111.50
04/07/26	71764	5.05	04/28/26	71795	344.76	04/28/26	71834	950.00
04/13/26	71765	1,860.70	04/21/26	71796	470.00	04/30/26	71835	575.00
04/06/26	71766	111.23	04/20/26	71797	25,416.50	04/28/26	71836	93.82
04/14/26	71767	176.25	04/29/26	71798	278.00	04/28/26	71837	1,164.99
04/07/26	71768	77.00	04/21/26	71800*	32.34	04/30/26	71838	601.06
04/10/26	71769	907.21	04/20/26	71801	87.32	04/28/26	71839	315.95
04/08/26	71770	499.84	04/20/26	71802	34,591.75	04/29/26	71840	10,387.00
04/09/26	71771	3,381.00	04/20/26	71803	89.06			

Continued

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Fortifi Bank

 
FINANCIAL SERVICES STATEMENT

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

855.876.1500
www.FortifiBank.com

Statement Date: 04/30/2026

Account No.:

XXX028 Page: 4

DAILY BALANCE SUMMARY

Beginning Ledger Balance on 03/31/26 was 1,430,770.60

Date	Balance	Date	Balance	Date	Balance
04/01/26	1,426,246.32	04/13/26	1,338,795.06	04/23/26	1,317,697.73
04/02/26	1,425,311.34	04/14/26	1,338,618.81	04/24/26	1,318,705.92
04/03/26	1,425,281.34	04/15/26	1,376,268.08	04/27/26	1,310,199.59
04/06/26	1,460,883.43	04/16/26	1,376,725.89	04/28/26	1,305,412.38
04/07/26	1,424,876.31	04/17/26	1,367,515.49	04/29/26	1,294,305.14
04/08/26	1,404,645.07	04/20/26	1,356,825.07	04/30/26	1,242,595.00
04/09/26	1,400,064.07	04/21/26	1,341,225.02		
04/10/26	1,335,317.30	04/22/26	1,338,406.99		

This Statement Cycle Reflects 30 Days

The Interest Earned And The Annual Percentage Yield Earned
Are Based On The Period 04/01/2026 Through 04/30/2026

COMMON COUNCIL MEETING MINUTES
MAY 12, 2026 AT 7PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR

1. Call to order/Roll Call – *Mayor Burgess called the meeting to order at 7:00PM. Alderpersons Cauley, Hill, Klawitter, Przybyl, Sorenson, and Stobbe were present. Also present were Jessi Balcom, City Administrator and Brittani Majeskie, Deputy Clerk-Treasurer.*
2. Seat Virtual Attendees – *None.*
3. Pledge of Allegiance
4. General Public Comments – *None.*

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

5. Waive the reading of ordinances and resolutions.
6. Accept and place on file reports from the City Clerk, Treasurer, and Building Inspector.
7. Approve payment of bills and review February and March 2026 Reconciliations.
8. Approve minutes from the 4.16.2026 Common Council Meeting and minutes from the 4.21.2026 Organizational Meeting.
9. Approve the recommendation of the Committee of the Whole to Approve quote by Peak Systems Group Inc for \$34,700 to upgrade the Council Chambers Audio-Video System. Funds to come from the \$2,000,000 General Obligation Promissory Notes.
10. Approve the recommendation of the Committee of the Whole to Approve the quote by FinishLine Studios to complete website ADA compliance update (\$2500) and ongoing compliance maintenance (\$149/month).

END OF CONSENT AGENDA

City Administrator Balcom explained the Consent Agenda now includes reconciliations showing that the bank account balance matches the balance on internal accounting records. Council should expect to see reconciliations quarterly, moving forward.

Aldersperson Przybyl made a motion to accept the consent agenda, with a second by Aldersperson Hill. Roll call vote carried (6 Ayes: Cauley, Hill, Klawitter, Przybyl, Sorenson, and Stobbe; 0 Nay; 0 Absent).

11. Charter Ordinance #05-26 Implementing At Large Representation Alderpersons throughout the City – *Aldersperson Stobbe made a motion to adopt the Charter Ordinance #05-26 of the Municipal Code to institute At Large Representation of the Common Council, and publish in the Berlin Journal, starting the 60 day public review and petition period for a Charter Ordinance amendment, with a second by Aldersperson Sorenson. Roll call vote carried (6 Ayes: Cauley, Hill, Klawitter, Przybyl, Sorenson, and Stobbe; 0 Nay; 0 Absent).*

12. Resolution No. 26-03. Resolution Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$2,000,000 General Obligation Promissory Notes – *Aldersperson Przybyl made a motion to approve Resolution No. 26-03 authorizing the issuance and establishing parameters for the sale of not to exceed \$2,000,000 general obligation promissory notes, with a second by Aldersperson Stobbe. Roll call vote carried (6 Ayes: Cauley, Hill, Klawitter, Przybyl, Sorenson, and Stobbe; 0 Nay; 0 Absent).*
13. Action on Annual Licenses: Class “A” & Class “B” Beer; “Class A” & “Class B” Liquor; “Class A” Liquor (cider only); “Class C” Liquor (wine only); Cigarette, Tobacco, and Electronic Vaping Device License; Outdoor Activity Area Permits; Amusement & Music Device Licenses; and/or Side Walk Café Permits for Year July 1, 2026-June 30, 2027 – *Aldersperson Hill noted it was good to see many outdoor activity areas. Staff confirmed there were no new applicants at this time and that Grizzy’s previously held a permit for an outdoor activity area. Aldersperson Hill made a motion to grant the licenses and permits as presented pending all appropriate approvals are received, all inspections are completed, and all requirements met per City ordinances and State Statutes, with a second by Aldersperson Stobbe. Roll call vote carried (6 Ayes: Cauley, Hill, Klawitter, Przybyl, Sorenson, and Stobbe; 0 Nay; 0 Absent).*
14. Disallow Insurance Claim – *Mayor Burgess noted several Alderspersons had questions on this item and she has not experienced an item like this during her time on the Council or as Mayor. This item will be moved to next month’s meeting and City Attorney Eric Larsen will give background and information on the subject, and the Council will move into closed session to discuss.*
15. Resolution 26-04 Declaration of Blight – *City Administrator Balcom explained the Fortnums bequeathed the property next to the parking lot across from City Hall to the City. The Council asked staff to research the environmental history of the lot; the City received a grant from the DNR to do so. The DNR completed a Phase 1 assessment and found no recognized environmental conditions and determined no need to complete a Phase 2 assessment. City Administrator Balcom explained if the City accepts the property as blighted due to the history of the property, it being along the river, having multiple owners, and being vacant for a number of years, then the City would not be liable if any environmental concerns were found in the future. City Administrator Balcom did not know how a blight on the property could impact a new property owner, and noted it is a benefit that the Phase 1 assessment did not show recognized environmental conditions. Aldersperson Stobbe made a motion to approve resolution 26-04 declaration of blight, declaring parcel 206000680000 to be blighted, with a second by Aldersperson Hill. Roll call vote carried (6 Ayes: Cauley, Hill, Klawitter, Przybyl, Sorenson, and Stobbe; 0 Nay; 0 Absent).*
16. Request Liability Clarification Letter from the DNR regarding Parcel 206000680000 – *City Administrator Balcom suggested the City file Resolution 26-04 with the DNR to request a Liability Clarification Letter, although one is not statutorily needed, it could be beneficial for future use. Aldersperson Stobbe made a motion to authorize staff to request a Liability Clarification Letter from the DNR regarding parcel 206000680000, with a second by Aldersperson Hill. Voice vote carried.*
17. Pool Request for Proposals process – *City Administrator Balcom explained the RFP was narrowed to one proposal request to include any proposal. She noted this version did not go*

to the City Attorney as she wanted Council review first due to the previous version being returned. After being approved by the Council, the RFP will go to the attorney for approval, and if approved, will be posted for 90 days. Alderperson Hill made a motion to approve and post the request for proposals for The Future of the Berlin Aquatic Center – Pool Facility Reuse Proposal, pending review and approval by the City Attorney, with a second by Alderperson Cauley. Voice vote carried.

18. Old Business – *None.*

19. New Business – *None.*

20. Adjourn – *Alderperson Hill made a motion to adjourn, with second by Alderperson Stobbe. Voice vote carried. Meeting adjourned at 7:19PM.*

*Minutes Respectfully Submitted by
Brittani Majeskie, Deputy Clerk-Treasurer*

DRAFT

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: BEMS Policies and Procedures Update
MEETING DATE: 6/9/2026

BACKGROUND

Evan Vandenlangenberg presented, to the Committee of the Whole, that Berlin EMS is updating its narcotic operational policy to align with new DEA regulations taking effect in 2026. Under the revised policy, all ambulances must remain locked whenever they are unattended, except during active emergency responses or when personnel are directly engaged in patient care activities.

The Committee of the Whole recommended to the Common Council to update page 46 of the Berlin EMS Policies and Procedures to bring the document in line with the requirements of the DEA regarding narcotics.

This item is on the Consent Agenda.

- It protects employees from discipline for **past actions** up to that point.
- It encourages employees to get help early (e.g., for substance abuse, mental health, etc.).
- Furthermore, employees undergoing voluntary treatment are not exempt from the disciplinary provisions of this policy for actions occurring after entry into voluntary treatment or the drug and alcohol testing requirements.

ALCOHOL TREATMENT PATIENT TRANSPORT PROCEDURE

- When the Berlin EMS ambulances are dispatched to a location for an intoxicated patient, our units will transport, if medically necessary, to hospitals only. If the ambulance crew feels the need for an officer to ride with or follow the unit for safety reasons, the patient will not be transported until an officer is available. After releasing the patient to the ER staff, your responsibility to the patient ends.
- Under no circumstances shall an ambulance transport a patient to a De-Tox or rehab facility from a 911 response.

CONTROLLED SUBSTANCE MEDICATION

- Controlled substances include, but are not limited to:
 - Fentanyl
 - Midazolam (Versed)
 - Dilaudid (Hydromorphone)
 - Ketamine
- Purchasing and replacement
 - Controlled substances are purchased by the EMS Chief.
- Security – Building
 - Controlled substances will be kept in the Chief's office storage closet and in a locked safe. If the needed replacements are needed and the office is closed, the EMS crew must contact the Shift lead or the OIC for access to the medications.
- Security – Ambulance
 - Controlled substances will be kept in a locked "Narc safe" inside the ambulance. All documentation will be done on the approved electronic system that is in place.
 - All ambulances shall remain locked at all times when not secured within the station and whenever unattended by personnel, except while actively engaged in a call for service.
- Inventory Procedure
 - If the seal is intact and the correct recorded number, no further checking is required.

- If the seal is NOT intact (i.e., broken or missing), an inventory of the contents must be done upon discovery, and the safe re-secured.
- If the safe has not been properly secured and tagged, the safe must be opened and the contents inspected upon discovery.
- Inventory and documentation
 - Documentation of the name, dose, time given, and route of administration of a controlled substance shall be recorded on the patient care report.
 - Documentation of use of a controlled substance will also be recorded on the "Controlled Substance Log" section in the patient care report, including a minimum of (2) signatures.
 - Wasting of a controlled substance requires one person to waste the medication and a second person to witness the waste. The wasted amount is to be recorded on the "Controlled Substance Log" in the patient care report along with proper signatures.
- Expiration Dates
 - On the first day of each month, the crews will be contacted by either the OIC or Shift Leader, and the expiring medications will be counted, and then the OIC/Shift Leader will deliver the new medications and take the expired medications.
- Discrepancies or missing controlled substances
 - Any discrepancies or missing controlled substances must be reported to the Shift Leader or the OIC as soon as the discrepancy is discovered.

MULTIPLE CASUALTY INCIDENT PLAN (MCI)

- Objective:
 - To provide emergency medical treatment to all injured parties as fast and efficiently as possible during a multiple casualty incident.
- Goals:
 - The multiple casualty incident plan will provide:
 - A simple, clear chain of command for EMS in MCI.
 - A clearly defined role description of the various Incident Command positions.
 - A method of operation for triage treatment and transportation of injured patients.
- Definition:
 - An MCI exists when the number of patients and the nature of their injuries make the normal level of stabilization and care unachievable.
- Chain of Command and Procedure for MCI
 - The plan may be activated any time the incident fits into the above definition.
 - When responding to a known MCI, advise the closest hospital, depending on the location of the MCI that you are responding to.
 - In the event the situation develops into an MCI, the first ambulance crew is responsible for activating the MCI Plan and notifying dispatch, requesting the necessary resources, and the EMS Chief should be paged.

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

TO: Common Council
FROM: Jessi Balcom
AGENDA ITEM: Online Tax Bill Payment Processing Integration (Credit Card/Debit Card/E-check – acceptance)
MEETING DATE: June 9, 2026

BACKGROUND:

The Committee of the Whole reviewed information provided by Deputy-Clerk Majeskie – summary: Currently, City of Berlin tax bill payments can only be made by cash or check in-person, by drop box, or by mail.

Waushara County is working closely with TTech to integrate with the credit card vendor Certified Payments (Deluxe), and is hoping to have all their municipalities move forward with offering online payment processing to taxpayers. A majority of the associated costs would be passed to the taxpayer. Taxpayers would pay an additional 2.29% to process their payment with a credit/debit card or a flat rate of \$2.00 to process their e-check payment.

TTech has an annual integration fee (in addition to the annual tax receipting software fees) based on the number of tax bills a municipality has. TTech is offering the City of Berlin a price of \$350, which would include both Green Lake and Waushara Counties, rather than a separate charge for each county.

The Committee of the Whole recommended to the Common Council to approve integrating TTech with a credit card vendor to accept online tax payments for an additional \$350 annually.

This item is on the Consent Agenda.

OFFICE OF COUNTY TREASURER

JESSICA JAEGER
COUNTY TREASURER



COURTNEE HEDRICK
DEPUTY TREASURER

NATALIE GIRDAUSKAS
DEPUTY TREASURER

380 S. Townline Road
Wautoma, WI 54982
PHONE: (920) 787-0445

Date: May 29, 2026

TO: Municipal Clerks & Treasurer's

RE: Certified Payments-Online Payment option for Municipalities

Waushara County has recently signed a contract with Certified Payments which will integrate with our new Ascent Land Records program also known as T-Tech and will allow property owners to pay their Real Estate Taxes online with a card or an e-check. With our old tax collection system, taxpayers were only able to pay their 2nd Installment (or delinquent taxes) online through the County's website. We have received a lot of feedback that our taxpayers want to pay online for both their 1st Installments/full payments made to Municipalities as well as their 2nd Installments. The County transitioned from Catalis (GCS) to Ascent last year with the Treasurer's portion of the program going live on September 2, 2025. We previously contracted with Point & Pay for our online payments, however Point & Pay has failed to onboard the County. Ultimately, Point & Pay dropped the ball so we have reached out to a few vendors that integrate with Ascent, and have learned there is an option for online payment for the Municipal Collections. Below are key points for your board to consider for the online payment module:

- The annual cost for a Municipality to have this additional module (which is in addition to your annual contract with Ascent) is: \$350.00.
- There are no additional costs for the setup/integration for your Municipality.
- The convenience fees for each transaction are passed onto the Taxpayer:
 - E-check: \$2.00
 - Credit/Debit Card fees: 2.29% (if the taxpayer is paying with a debit card, they should be able to obtain their bank routing & account numbers and pay by e-check which will save them money.
 - *Point & Pay charged 2.39% for card payments, with this change we are saving our taxpayers .10% for card payments. The cost for an e-check through Point & Pay was \$1.50.*
 - The taxpayers can rest assured as their payment information will be secure.
- Certified Payments offers 24/7 support. If a taxpayer is having a problem with their payments or if they have a hard time navigating the website, they can call support and a Certified Payment representative will assist the taxpayer in making a payment. The customer support team will also be available 24/7 for the Municipal Treasurer's.
- With the rising costs of postage and simply the ongoing postal issues it saves a lot of time, phone calls and stress that lost mail has caused, or the issues due to the change in the USPS's postmark process. We have had several mail pieces arrive in our office that were mailed 3-4 months prior, this causes issues when the taxpayer mailed their payment on time and the payment is lost causing their parcel to go delinquent and accrue interest & penalty.

- This option will also save your Treasurer a lot of time, the taxpayers can either go to our County website or your Town website and make their payment (each Municipality can obtain a link for their website if interested). The funds will be sent to your Municipal Tax account via ACH/EFT and in a few simple steps you can post the payments to your system.
 - If the taxpayer has parcels in various Municipalities, you will only receive funds for the payments made in your Municipality.
 - Payments made by card will be sent to the Municipalities Tax account the next business day.
 - Payments made by e-check will be sent to the Municipalities Tax account as soon as the funds clear.
 - This will save the Treasurer time in posting the payment and possibly having to VOID because the funds were returned Non-Sufficient Funds or Invalid Account.
 - The Treasurer will no longer have to search for each parcel and manually add the payments to the queue and post the payments to the appropriate parcels.
 - The taxpayer cannot pay more than what is due as Certified is integrated with Ascent, they can make a partial payment, 1st Installment or Full payment but NOT more than what is due, which will save the Municipality the time and cost of issuing overpayments.
 - The Treasurer's will be emailed reports for confirmation of what payments were made, how much money will be deposited to your Tax account and when the funds will be deposited. The Treasurer will also have an option to sign into Certified Payments and run necessary reports.
 - The taxpayer will be issued a confirmation number from Certified Payments with an option to have an electronic confirmation sent via email when making their payment online.
 - The taxpayer will only be able to pay the current year taxes, all delinquent taxes will continue to be processed by the County.
 - Certified Payments will also work with each Municipality to set up payment forms/pages on the Municipal website if a Municipality collects for various revenues/fees online (park rental, boat landing fees, various licenses, and water & sewer payments) for no additional charge and they integrate with Workhorse for utility billing. You can set flat fees, or it can be customizable, the funds will be sent to the appropriate bank account.

I ask that you consider this option for the upcoming tax collection cycle and for each cycle going forward. I feel this will be a huge benefit to each Municipality and our taxpayers. The Postal Service is doing more with less and the issues with lost/delayed mail have caused a tremendous amount of frustration for the taxpayers as well as the Municipal Treasurer's and our office.

Thank you for your time and consideration, please let me know if you have any questions, concerns and what your board decides to do.

Sincerely,



Jessica Jaeger
Waushara County Treasurer

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Development Agreement – TID 17 Incentive Program with Adam Ewald for Parcel No. 206-01830-1209 (future address of 388 & 392 Canal Street) for a duplex development.
MEETING DATE: June 9, 2026

BACKGROUND

In December of 2025 the Council approved a template Development Agreement for single family and duplex, single lot projects, to be utilized for the Tax Increment District #17 vacant lot development incentive program.

The program offers an incentive payment of up to 50% of the tax increment generated by a new home for three consecutive years following the completion of the build, but not more than 5 years from the issuance of a building permit (not to exceed the life of TID 17) of up to \$10,000 per housing unit (one housing unit/single family maximum incentive of \$10,000 or two housing units/duplex maximum incentive of \$20,000) for a new home constructed within TID 17.

Adam Ewald has requested to move forward with a Development Agreement through the incentive program for Parcel No. 206-01830-1209 (future address of 388 & 392 Canal Street). The agreement is attached, as well as drawings of the proposed duplex.

The Committee of the Whole recommended to the Common Council approval of the Development Agreement for a duplex project utilizing the Tax Increment District #17 vacant lot development incentive program.

This item is on the Consent Agenda.

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

THIS DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of the 30th day of April _____, 2026 between the **City of Berlin, Wisconsin**, a Wisconsin municipal corporation (the "City"), and Adam Ewald (the "Developer").

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

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

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

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

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

1. DEVELOPER OBLIGATIONS.

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

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

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

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

2. CITY OBLIGATIONS.

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

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

Maximum amount of the incentive payment is \$10,000 per housing unit or 50% of the increment generated for three years following the completion of the Project, whichever is less. Increment generated by existing improvements are not eligible for incentive payment under the program. If the property has a special assessment against it, it must be paid prior to the payment of the incentive.

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

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

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

3. TERM.

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

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

4. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

(f) The Developer shall:

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

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

(h) General Indemnity. In addition to, and not to the exclusion or prejudice of, any provisions of this Agreement or documents incorporated herein by reference, the Developer shall indemnify and save harmless and agrees to accept tender of defense and to defend and pay any and all legal, accounting, consulting, engineering and other expenses relating to the defense of any claim asserted or imposed upon the City, its officers, agents, employees and independent contractors growing out of this Agreement by any party or parties. The Developer shall also name as additional insureds on its general liability insurance the City, its officers, agents, employees and any independent contractors hired by the City to perform services as to this development and give the City evidence of the same upon request by the City.

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

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

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

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

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

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

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

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

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

THE CITY:

CITY OF BERLIN

By: _____

By: _____

DEVELOPER:

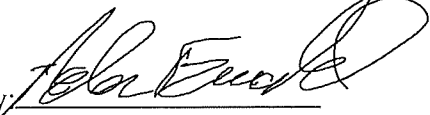
By:  _____

EXHIBIT A

TO
DEVELOPMENT AGREEMENT

Description of Property

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

New Construction, Two Family (duplex) to be built on:
Lot Nine (9), Block Two (2) of Addition to the City of Berlin,
Green Lake County, Wisconsin

Property Address: Address will be 388 & 392 Canal Street

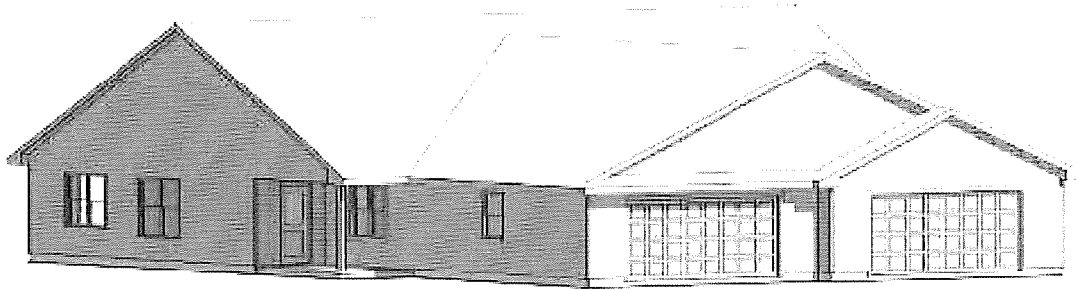
Tax Key Number: 206-01830-1209

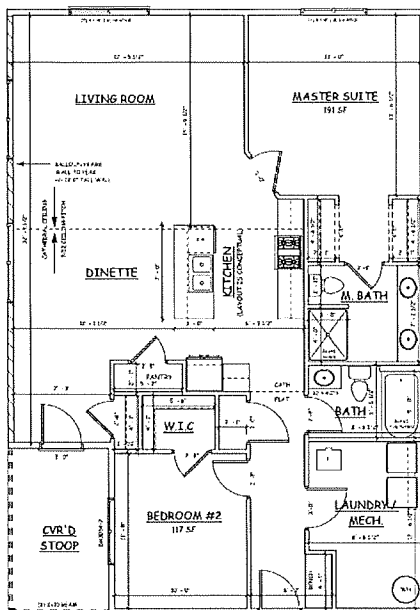
Canal St. Development

Build duplexes on Canal Street

- Mix of Condos and Rental units
- Mix of 2 and 3 bedroom units

1338 sq ft 2 bed / 2 bath w/ large 2 car garage





Easy to live in – easy to care for

- Level Entry / Zero Clearance – no stairs anywhere
- Wide doorways
- Deeper garage for storage
- Ample closet space
- Long lasting concrete patio / porch / driveway
- Well insulated – above code, insulated garage
- Small, but usable back yard space

We are local. We build using as many local suppliers, contractors, insurance agents, & banks as possible.



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: Adoption of Amended Comprehensive Plan – Ordinance #06-26
Date: June 9th, 2026

This memorandum serves to formally announce the adoption of Ordinance #06-26, which officially adopts the amended City of Berlin Comprehensive Plan.

As outlined in the ordinance, the following key steps have been completed:

Legal Authority: The City of Berlin has secured the necessary authorization under Wisconsin Statutes 62.23(2) and (3) to prepare and adopt a comprehensive plan.

Public Participation: The City has adhered to established procedures for public input as required by Wisconsin Statutes 66.1001(4)(a).

Plan Commission Recommendation: The Plan Commission, via a majority vote (documented in their official minutes), recommended the adoption of the “City of Berlin Comprehensive Plan 2046”.

Public Hearing: A public hearing was held on May 26th, 2026, fulfilling the requirements of Wisconsin Statutes 66.1001(4)(d). The Plan Commission approved Plan Commission Resolution 26-01 to recommend adoption of the Comprehensive Plan.

City Council Adoption: The Comprehensive Plan is being presented in its final form for adoption through the included Ordinance “City of Berlin Comprehensive Plan 2046.” (as detailed in the ordinance).

Action Required:

Review and motion to approve Ordinance 06-26 adopting the Comprehensive Plan.

Familiarize yourselves with the specific provisions of the plan, particularly as they relate to zoning regulations and future development projects. Copies of the plan can be found <https://cityofberlin.net/community-plans/#Comprehensive-Plan>.

Please direct any questions or concerns regarding this adoption and anything regarding Comprehensive Planning in general to my office.

Thank you.

ORDINANCE #06-26

AN ORDINANCE TO UPDATE AND ADOPT THE COMPREHENSIVE PLAN OF THE CITY OF BERLIN, GREEN LAKE AND WAUSHARA COUNTIES, WISCONSIN

The Common Council of the City of Berlin, Green Lake and Waushara Counties, Wisconsin, do ordain as follows:

Section 1. Pursuant to section 62.23(2) and (3) of the Wisconsin Statutes, the City of Berlin is authorized to prepare and adopt a comprehensive plan as defined in section 66.1001(1)(a) and 66.1001(2) of the Wisconsin Statutes.

Section 2. Prior to beginning the process to update the City's previously adopted 2010 Comprehensive Plan, the Common Council adopted written procedures designed to foster public participation in every stage of the preparation of a comprehensive plan as required by section 66.1001(4)(a) of the Wisconsin Statutes.

Section 3. The Common Council of the City of Berlin assigned the Plan Commission to prepare an update to the City's Comprehensive Plan.

Section 4. The Plan Commission has recommended the draft 2046 Comprehensive Plan for adoption by the Common Council.

Section 5. The Plan Commission of the City of Berlin has adopted a resolution recommending the Common Council adoption of the document entitled "City of Berlin Comprehensive Plan 2046," containing all the elements specified in section 66.1001(2) of the Wisconsin Statutes.

Section 6. The City Plan Commission has held at least one public hearing on this ordinance, in compliance with the requirements of section 66.1001(4)(d) of the Wisconsin Statutes.

Section 7. The Comprehensive Plan may be used as the basis for, among other things, official mapping, local subdivision regulations, general zoning ordinances, shoreland/wetland zoning, and as a guide for approving or disapproving actions affecting growth, development, conservation, and recreation within the jurisdiction of the City of Berlin and its extraterritorial plat review area.

Section 8. The Common Council of the City of Berlin adopts the "City of Berlin Comprehensive Plan 2046," pursuant to section 66.1001(4)(c) of the Wisconsin Statutes.

Section 9. This ordinance shall take effect upon passage by a majority vote of the members-elect of the Common Council and the day after publication as required by law.

Passed, approved and adopted this 10th day of June, 2026.

ROLL CALL VOTE:

_____ AYES

_____ NAYS

_____ ABSENT

APPROVED AS TO FORM:

Eric Olson, City Attorney

CITY OF BERLIN

BY: _____
Catrina Burgess, Mayor

ATTEST: _____
Jessi Balcom, Clerk

UW-Madison Extension Information about Community Planning:

[Introduction](#)

[Types of Plans](#)

[Preparing for the Planning Process](#)

[Steps in a Planning Process](#)

[Writing the Plan](#)

[Adopting or Amending the Plan](#)

[Monitoring and Updating the Plan](#)

From September 2025 through June 2026, we had updated the Comprehensive (also called Smart Growth) Plan. This plan is like a roadmap for our community's future, helping us decide on growth, development, and the overall health of our community for the next twenty years. The current plan had been around since 2003, and this update was designed to better reflect our current needs and priorities. There was a page on the City Website with similar information to this background document to help the community understand the background and expected final product from the processes. The proposal and process were designed to encourage multiple venues of feedback, incorporated into the Appendices.

About the Plan

The City of Berlin is crafted a long-term plan that will influence its future for the next 20 years. This comprehensive plan is required by Wisconsin State Statute, which says that local governments must do long-range planning to guide future development and investments that align with community goals. Any zoning and subdivision ordinance updates must align with the Comprehensive Plan, making the careful construction important.

The plan will focus on nine main areas as required by state law:

1. Issues and Opportunities
2. Housing
3. Transportation
4. Utilities and Community Facilities
5. Agricultural, Natural, and Cultural Resources
6. Economic Development
7. Intergovernmental Cooperation
8. Land Use
9. Implementation

The Public Participation Plan included following this background was adopted by the Common Council

City of Berlin 2026-2046 Comprehensive Plan Update Public Participation Plan

The City of Berlin's current Comprehensive Plan was last revised in 2010 with the future land use map last updated in 2024. State Statute 66.1001 requires municipalities to update their comprehensive plan every 10 years. The City has developed the following public participation plan to inform and engage the public as part of the requirements of the Comprehensive Planning state statues (Wis. Stat. 66.1001(4)a).

Public Participation Opportunities:

The City has developed its Comprehensive Plan with opportunities for public participation including, but not limited, to the following activities:

1. Project Meetings:

a. Standing Committee Meetings All meetings which involve agenda items related to the Comprehensive Plan update occurred in open session and were noticed according to City's agenda posting

i. **Plan Commission Meetings**. The City elected to utilize the Plan Commission as the steering committee overseeing the development of the Comprehensive Plan The Plan Commission had the responsibility for reviewing and recommending the draft Comprehensive Plan prepared by MSA for adoption by the City Council. The planning process included up to four (4) Plan Commission working meetings facilitated by MSA with assistance from City staff, as needed.

ii. **Community Survey**. MSA used one (1) online community survey during the planning It will focus on identification of issues, opportunities, and preferences for the future of the community.

iii. **Public Open House** MSA facilitated one (1) in-person workshop.

iv. **City Council Meetings**. The planning process included at least one (1) City Council meeting attended by The City Council shall have the authority to adopt the new updated Comprehensive Plan and may hold a public hearing on the draft plan.

v. **Public Hearing**. At least one (1) public hearing was facilitated by MSA regarding the updated Comprehensive Plan prior to adoption by either the Plan Commission or City Council as required under Wis. Stat. 66.1001(4)d.

Plan Adoption Procedures:

The Plan Commission has adopted a resolution recommending that the City Council pass an ordinance to adopt the Comprehensive Plan (Wis. Stat. 66.1001(4)b).

Prior to adopting the Comprehensive Plan, the City held at least one (1) Public Hearing on the As stated in Wis. Stat. 66.1001(4)d, the hearing must be preceded by a Class 1 notice under ch. 985. a minimum of 30 days prior to the hearing. Said notice contained at least the following information:

1. The date, time and place of the Public Hearing
2. 1001(4)(d)2. A summary, which may include a map, of the proposed comprehensive plan or amendment to such a plan.
3. 1001(4)(d)3. The name of an individual employed by the local governmental unit who may provide additional information regarding the proposed ordinance.
4. 1001(4)(d)4. Information relating to where and when the proposed comprehensive plan or amendment to such a plan may be inspected before the hearing, and how a copy of the plan or amendment may be obtained.

At least 30 days before the public hearing is held the City provided written notice to all of the following, as stated in Wis. Stat. 66.1001(4)e:

- An operator who has obtained, or made application for, a permit that is described under 295.12(3)d, within the jurisdiction of the City.
- A person who has registered a marketable nonmetallic mineral deposit under 295.20 within the jurisdiction of the City.
- Any other property owner or leaseholder who has an interest in property pursuant to which the person may extract nonmetallic mineral resources, if the property owner or leaseholder requests in writing that the City provide the property owner or leaseholder notice of the hearing.
- Any person who has submitted a request to receive notice of any proposed ordinance that affects the allowable use of property owned by the person.
- An electronic copy of the draft plan, or notification on how to view/download a copy of the plan online, will be disseminated to neighboring jurisdictions and appropriate governments, as stated in Wis. Stat. 66.1001 (4)b, providing 30 days for written comments.

A copy of the Draft Plan was sent to:

1. The Clerk/Administrator for the following local governmental units shall receive a copy of the plan:
 - Town of Berlin Town of Aurora

2. City of Berlin City Hall and Berlin Public Library
3. The Wisconsin Department of Administration – Division of Intergovernmental Relations

The City Council, by a majority vote, shall enact the ordinance adopting the recommended plan (Wis. Stat. 66.1001(4)c).

An electronic copy of the adopted plan and ordinance, or notification on how to view/download a copy of the plan online are on the City Website at <https://cityofberlin.net/community-plans/#Comprehensive-Plan>.

RESOLUTION 26-01

RE: ADOPTION OF THE RECOMMENDED CITY OF BERLIN COMPREHENSIVE PLAN 2046 AS PREPARED BY THE PLAN COMMISSION

WHEREAS, the City of Berlin Plan Commission is empowered to recommend to the Common Council the adoption of a Comprehensive Plan for the physical development of the City of Berlin, pursuant to Sections 62.23(1), (2) and (3), and Section 66.1001 of the Wisconsin Statutes; and

WHEREAS, Section 62.23(2) and (3) of the Wisconsin Statutes provide that it is the duty of the Plan Commission to adopt a master plan for the physical development of the City of Berlin which, together with the accompanying maps, plats, charts, and descriptive and explanatory matter, shall show the Plan Commission's recommendations for such physical development; and

WHEREAS, the Common Council of the City of Berlin assigned the Plan Commission to prepare an update to the City's Comprehensive Plan, previously adopted in 2010 for the City of Berlin; and

WHEREAS, the Plan Commission met numerous times to prepare and review the draft City of Berlin Comprehensive Plan 2046; and

WHEREAS, members of the public were invited to participate in the planning process through regular monthly Plan Commission meetings, and per the written procedures adopted by the City of Berlin to foster public participation; and

WHEREAS, the City of Berlin Plan Commission has worked closely with its professional consultant MSA Professional Services along with the City Zoning Administrator and City Administrator/Clerk-Treasurer, and has reviewed the recommended City of Berlin Comprehensive Plan 2046 at a regular monthly meeting; and

WHEREAS, members of the public, adjacent local governmental units, and Green Lake and Waushara County were given due notice and a 30-day review and comment period prior to the public hearing, which was conducted by the Plan Commission for the City of Berlin Comprehensive Plan 2046; and

WHEREAS, after said public hearing, the Common Council will decide whether to adopt by ordinance the Comprehensive Plan; and

WHEREAS, the Comprehensive Plan may be used as the basis for, among other things, official mapping, local subdivision regulations, general zoning ordinances, shoreland/wetland zoning, and as a guide for approving or disapproving actions affecting growth and development within the jurisdiction of the City of Berlin; and

WHEREAS, this City of Berlin Comprehensive Plan 2046 may from time to time be amended, extended, or added to in greater detail.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The Plan Commission hereby adopts the City of Berlin Comprehensive Plan 2046 as a Master Plan for the City of Berlin, per Wisconsin Statutes Section 62.23(3)(b); and

2. The Plan Commission hereby directs that the City of Berlin Comprehensive Plan 2046 shall be certified to the Common Council, and the Plan Commission recommends to the Common Council that the City of Berlin Comprehensive Plan 2046 be adopted by the Common Council by ordinance; and
3. This Resolution and a copy of the plan shall be sent to: every governmental body that is located in whole or in part within the boundaries of the City of Berlin; the clerk of every local governmental unit that is adjacent to the City of Berlin; the Wisconsin Department of Administration; the regional planning commission; and the public library that serves the City of Berlin; and
4. The Plan Commission's previous adoption of the plan entitled "City of Berlin Comprehensive Plan, and Revised November 29, 2011 through May 25th, 2021" is hereby terminated and replaced by the City of Berlin Comprehensive Plan 2046.

Adopted by a majority vote of the entire commission, and the vote shall be recorded in the official minutes of the Plan Commission.

APPROVED:

Mayor Catrina Burgess, Chairperson
Plan Commission

ATTEST:

Jessi Balcom, City Administrator/Clerk-Treasurer

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

TO: Common Council
FROM: Brittani Majeskie, Deputy Clerk Treasurer
AGENDA ITEM: Alcohol Beverage License Request of On the Square, LLC – Class “B” Beer License and a “Class B” Liquor License at 116 N. Capron St.
MEETING DATE: June 9, 2026

BACKGROUND

On the Square, LLC (Ashley M Goldsborough and Kelly A Goldsborough, members, and Adam D Seidl, agent) have applied for a Class “B” Beer License and a “Class B” Liquor License at 116 N. Capron St. On the Square, LLC will be purchasing the establishment currently operated by Jeff’s on the Square, LLC. Jeff’s on the Square, LLC has provided a letter (attached) to the Council relinquishing their license so that it may be approved to be transferred to On the Square, LLC at the same location.

The notice sent to the Berlin Journal for publishing is attached. The submitted Alcohol Beverage License will be available at the meeting for review if needed.

All required inspections were completed and approved.

SUGGESTED MOTION

Motion to GRANT a Class “B” Beer License and a “Class B” Liquor License to On the Square, LLC for the premises identified in their application dated 4-10-26, provided that the City Clerk shall not issue the license unless and until the City Clerk receives all of the following: (1) full and unconditional surrender of the license currently in effect for the premises; (2) proof to the City Clerk’s satisfaction that the applicant either owns the premises or has approval from the owner for the issuance of the license; (3) all applicable fees and costs are paid, along with any delinquencies owed to the City if any; (4) proof that a seller’s permit has been issued to the applicant by the State of Wisconsin; and (5) all conditions must be satisfied within thirty (30) days of this approval or this approval is void.

JEFF'S ON THE SQUARE LLC

116 N Capron St Berlin, WI 920-361-4847

MAY 14, 2026

City of Berlin Common
Council

DEAR MEMBERS OF THE COMMON COUNCIL,

We, Jeffery Bending and Judith Bending, doing business as "Jeff's On The Square, LLC, hereby relinquish our Class B liquor license as of June 9, 2026 so it may be granted to Kelly Goldsbourough, Ashley Goldsborough and Adam Seidl, doing business as "On The Square, LLC".

If the Berlin Common Council does not grant the license to "On The Square, LLC", "Jeff's On The Square, LLC" shall retain it.

As identified in their application dated April 10, 2026, provided that the Berlin City Clerk shall not issue the license until the Berlin City Clerk receives the following.

- 1) Full and unconditional surrender of the license currently in effect for the premises.
- 2) Proof to the Berlin City Clerk's satisfaction that the applicant either owns the premises or has the approval from the owner for the issuance of the license.
- 3) All applicable fees and costs are paid; along with any delinquencies owed to the City of Berlin, if any.
- 4) Proof that a Seller's Permit has been issued by the State of Wisconsin.
- 5) All conditions must be satisfied within (30) days of this approval or the approval is deemed null and void.

Sincerely,

Jeffery Bending

Jeffery Bending

Date 5-7-26

Judith Bending

Judith Bending

Date 5-7-26

RECEIVED
MAY 18 2026

BY: BMajors

NOTICE OF ALCOHOL BEVERAGE LICENSE APPLICATION

Notice is hereby given that On the Square, LLC DBA Jeff's on the Square, located at 116 N. Capron St. (premises to be licensed includes bar and restaurant) has applied for Class "B" Beer and "Class B" Liquor Licenses for July 1, 2026 - June 30, 2027.

Action on the application will be taken by the Common Council at its meeting on June 9, 2026 at 7:00PM at Berlin City Hall located at 108 N. Capron St.

Dated May 27, 2026.

Jessi Balcom

City Administrator/Clerk/Treasurer

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Street Cruzers Inc Special Event Permit Application for August 9, 2026.
MEETING DATE: June 9, 2026

BACKGROUND

Street Cruzers has applied for a Special Event Permit for the Street Cruzers, Inc – 39th Annual Car Show on August 9 at Riverside Park. No cruise is scheduled for this year.

SUGGESTED MOTION

Motion to approve the Special Event Permit for Street Cruzers Inc – 39th Annual Car Show on August 9, 2026 at Riverside Park.

City of Berlin – Special Event Permit Checklist

Name of Event: BERLIN CAR SHOW
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: 26 MAY 2026

- 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)

- N/A 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.)

- N/A 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.)

- DM FEE OF TWENTY DOLLARS (\$20.00) Date of payment: 5/26/26

- SP Reviewed by Chief of Police (New or change only, for recurring give FYI copy)

- SP Reviewed by Street Superintendent (New or change only, for recurring give FYI copy)

- _____ Date of Council Meeting for new approvals: June 9, 2026

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)

CAR SHOW 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: EDWARD ELLISON/STREET CROZERS INC Date of Application: 26 MAY 2026

Applicant's Telephone Number: 414 333 3684 Applicant's DOB/Organized: [REDACTED]

Applicant's Address: [REDACTED] / PO BOX 162 BERLIN, WI 54923

Purpose of Application Request: CONDUCT CAR SHOW AT RIVERSIDE PARK, SHELTER HOUSE #2

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>BRIAN DUDEK, PRESIDENT, [REDACTED]</u>	<u>920-299-1769</u>
<u>DON FINK, VICE PRESIDENT, [REDACTED]</u>	<u>920-361 4739</u>
<u>KATHY PARAFINIUK, TREASURER, " " " " "</u>	<u>" " "</u>
<u>* ED ELLISON, SECRETARY, [REDACTED]</u>	<u>414 333 3684 *</u>
<u>DENNIS HOPPERDIETZEL, [REDACTED] (BOARD MEMBER)</u>	<u>920 229 5723</u>

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: CAR SHOW - RECURRING, 39TH YEAR - WITH PARTNERS, BERLIN FIRE DEPARTMENT

When: 9 AUGUST 2026 Start Time and Duration: 8:00 AM TO 4:00 PM

Where: RIVERSIDE PARK AREA, SHELTER HOUSE #2 If Parade, Assembly Area: _____

Estimated number of units (if parade) or persons attending (if other event): 325 CARS/PEOPLE + SPECTATORS

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: NON-PROFIT, CHARITABLE
(Also submit any supporting documentation for this claim of exemption)

Applicant or Applicant's Agent's Name Signature: Edward Ellison

Name of Person Signing (please print): EDWARD ELLISON

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

For Office Use Only Include with Application:

\$20.00 5/26/24 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: _____



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:

BERLIN CAR SHOW BY STREET CRUZER'S INC. AT RIVERSIDE PARK, SHEETOP #2
(Description and location of event)

On: 9 AUGUST 2026
(Date(s) of event)

By: Edward Ellison, EDWARD ELLISON
(Sign and Print Name)

OR On Behalf of:

STREET CRUZERS, INC.
(Name of Organization and Title if applicable)

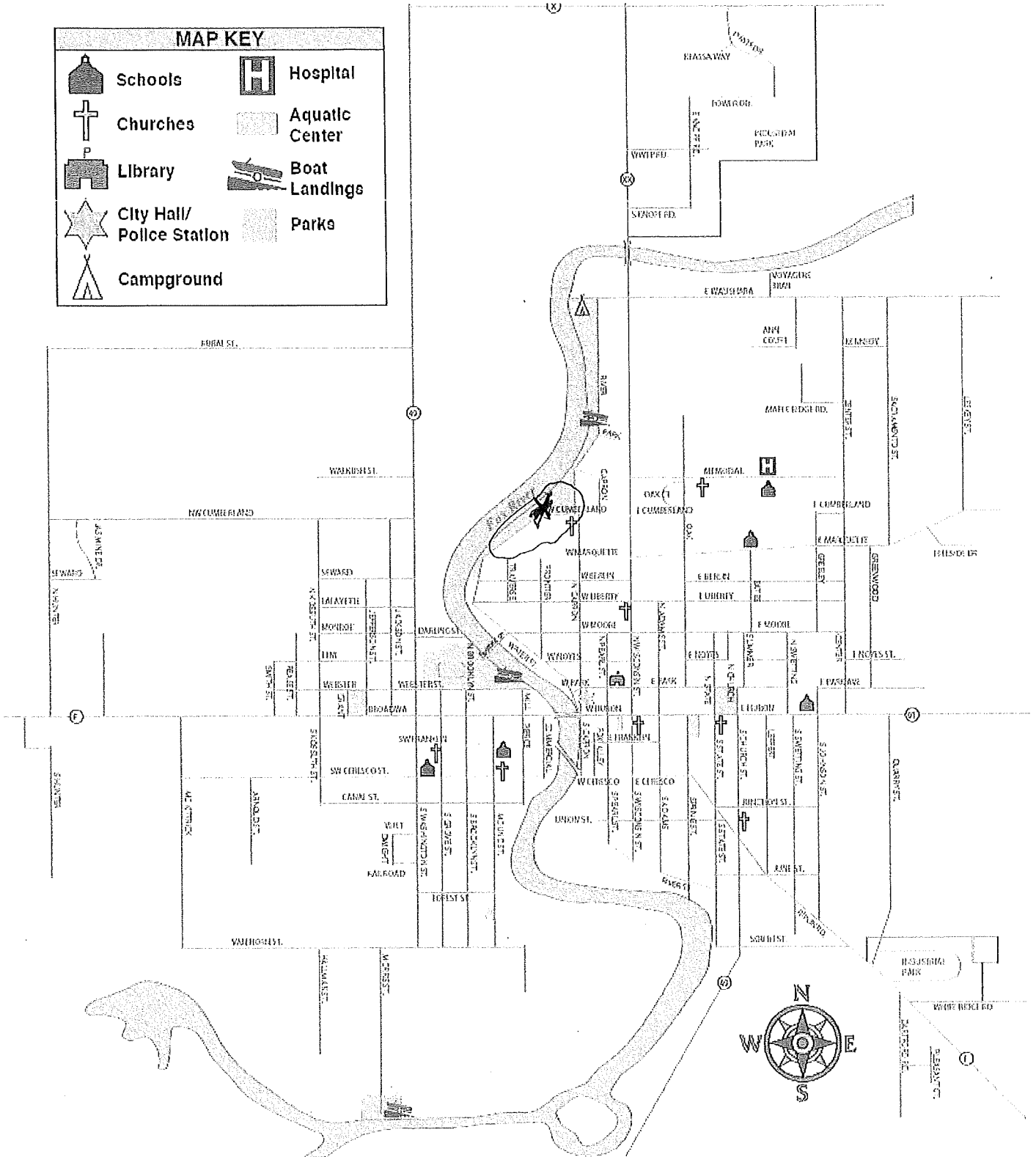
If signing on behalf of an organization, you must have authority from the organization to sign an agreement like this. By signing this agreement, you are warranting to the City of Berlin that you have such authority.



City of Berlin

City Map

MAP KEY			
	Schools		Hospital
	Churches		Aquatic Center
	Library		Boat Landings
	City Hall/ Police Station		Parks
	Campground		



INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 07 2019

STREET CRUZERS INC
PO BOX 162
BERLIN, WI 54923-0000

Employer Identification Number:
83-2296719
DLN:
26053727005418
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
November 21, 2018
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

STREET CRUZERS INC

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Enclosure:
Addendum

STREET CRUZERS INC

ADDENDUM

If you have been in existence for at least three years and you have not filed a Form 990 return or notice for three consecutive years, you may soon receive a letter (Notice CP120A) that we automatically revoked your exempt status, as required by law, for failure to file a return or notice for three consecutive years. This letter will serve to reinstate your exempt status, so you will not need to re-apply. However, you may need to file the appropriate delinquent Forms 990 for all years you have operated as a tax-exempt organization.

Based on the information submitted in your application, we're treating your Form 1023-EZ as an application for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as shown in the heading of this letter, is the submission date of your application.

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Fire Department Request to Sell Beer at Car Show
MEETING DATE: June 9, 2026

BACKGROUND

Chief Doug Dewhurst has requested that the Fire Department be allowed to sell alcohol at the Car Show in Riverside Park on August 9th, 2026.

Per WI Statute §125.06(6) PUBLIC PARKS. The sale of fermented malt beverages in any public park operated by a county or municipality. Fermented malt beverages shall be sold by officers or employees of the county or municipality under an ordinance, resolution, rule or regulation enacted by the governing body.

And Resolution #13-21 A Resolution Adopting Policy Allowing Employees & Volunteers To Sell Fermented Beverages At Community Events.

The Fire Department may sell beer (fermented malt beverages) at Riverside Park (out of the south shelter house) under policy of the Common Council.

SUGGESTED MOTION

Motion to approve the Fire Department's request to sell beer (fermented malt beverages) at the 2026 Car Show as permitted under State Statute §125.06(6) and Resolution #13-21.

RESOLUTION # 13-21

**A RESOLUTION ADOPTING POLICY ALLOWING EMPLOYEES & VOLUNTEERS
TO SELL FERMENTED BEVERAGES AT COMMUNITY EVENTS**

WHEREAS, a municipality cannot grant itself an alcohol beverage "picnic" license; and

WHEREAS, §125.06(6) states that officers or employees of a county or municipality "under an ordinance, resolution, rule or regulation" enacted by the governing body may sell beer at any public park operated by the county or municipality without a license or permit; and

WHEREAS, the Common Council recognizes the public relations and comradery benefits to city departments taking part in community fundraising events that sell fermented beverages where the proceeds go to benefit the community;

THEREFORE BE IT RESOLVED, that the Common Council does hereby adopt the Policy Allowing Employees & Volunteers to Sell Fermented Beverages at Community Events.

Passed, approved and adopted this 12th day of November, 2013.

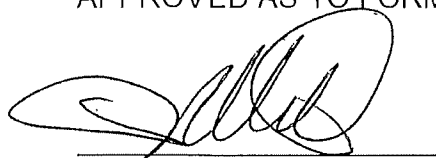
ROLL CALL VOTE:

6 AYES
0 NAYS
0 ABSENT

CITY OF BERLIN

BY: Richard D. Schramer
Richard D. Schramer, Mayor

APPROVED AS TO FORM:


Matthew G. Chier
City Attorney

ATTEST: Jodie Olson
Jodie Olson
Administrator, Clerk/Treasurer

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

TO: Common Council
FROM: Brittani Majeskie, Deputy Clerk-Treasurer
AGENDA ITEM: Oakwood Cemetery Lighting
MEETING DATE: June 9, 2026

BACKGROUND

In August of 2025, the Common Council approved the Cemetery Board's request to spend \$10,000 on new chapel lighting at the cemetery. The money came out of the cemetery fund and was no cost to the city. Electrical and light installation work was completed in fall 2025 totaling \$7,881.80, which was \$2,118.20 under budget.

The cemetery board is asking for Common Council approval to spend an additional \$4,640 on lighting (quote attached) and an estimated \$500 for electrical upgrades necessary for the lighting, totaling \$5,140. The new project would light the Oakwood Cemetery archway along the road and light the belltower and front doors on the chapel. The money would come from the cemetery fund and would be no cost to the city.

Completing the additional projects would have an additional cost of \$3,021.80 above the initial \$10,000 approval in August 2025.

SUGGESTED MOTION

Approve the request of the Oakwood Cemetery Board to purchase and install lighting for the chapel belltower and doorway and the archway at a cost of no more than \$5,140.00.



Lighting Squad

9540 Lind Lane | Neenah, Wisconsin 54956
920-540-7377 | info@lightingsquad.net | www.lightingsquad.net

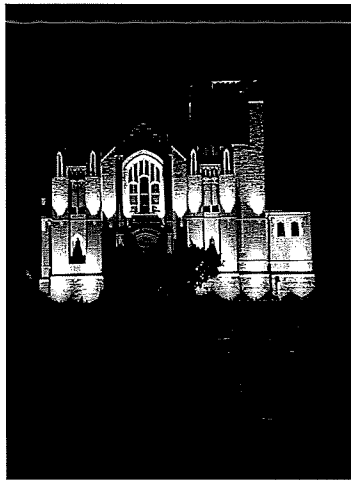
RECIPIENT:

Nancy Gimenez
455 East Huron Street
Berlin, Wisconsin 54923

Quote #682

Sent on **May 11, 2026**

Total \$4,640.00



Landscape Lighting

We are absolutely thrilled to work on adding new lighting! This project consists of 3 parts, each available à la carte. If you decide to proceed with all 3 together, we're happy to offer you an extra \$750 off! If you choose two, we can offer a fantastic \$500 discount. If you have any questions, feel free to reach out!

Product/Service	Description	Qty.	Unit Price	Total
Landscape Lighting-Building	4 Down lights and 1 uplight installed	5	\$320.00	\$1,600.00
Landscape Lighting-Archway		6	\$590.00	\$3,540.00

A deposit of \$1,160.00 will be required to begin.

Subtotal	\$5,140.00
Discount	- \$500.00
Tax Exempt (0.0%)	\$0.00
Total	\$4,640.00





City of Berlin - Department of Planning and Development
108 North Capron St • P.O. Box 272 • Berlin, Wisconsin 54923-0272
(920) 361-5400 • Fax: (920) 361-5454

MEMO

TO: Common Council
FROM: Timothy Ludolph, Planning & Development Director
RE: 194 S Wisconsin St. Raze or Repair Order
Date: June 9th 2026

Background:

Complaints regarding significant damage at 194 S Wisconsin Street. date back to April 30, 2025. Initial concerns focused on structural issues, notably a large hole in the roof.

July 20, 2025: Upon confirmation of the roof issue, staff facilitated an exterior inspection by the Building Inspector and the Planning and Development Director with the property owner and advised the property owner on the urgent steps required to avoid Raze or Repair Proceedings.

March 4, 2026: Following the July 2025 inspection, minimal progress was reported. Staff had previously engaged the County Health Department and maintained outreach to the owner. At this point, exterior issues were still evident.

Through April 16, 2026: Work occurred during this period, including:

- Roof replacement (with a permit filed but not paid).
- Siding replacement on one side of the house.
- Replacement of a window with an illegal exhaust pipe for a wood-burning stove (no permit).

April 16, 2026: A 14-day Nuisance Abatement Order and Stop Work Order were mailed to the property owner due to ongoing violations.

May 13, 2026: Police Department, executing a warrant, observed numerous code violations and unsafe conditions while investigating an unrelated complaint.

May 13, 2026: The County Health Department placarded the building as unsafe for human habitation. They confirmed significant structural issues and added this to the existing concerns. "The building may not be used for human habitation, occupancy or use,".

Discussion:

The inspection report confirms the building is in a state requiring extensive, costly repairs exceeding its assessed value. Furthermore, unauthorized work has not resolved most of the



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ongoing issues. Even after the unpermitted work, the Building Inspectors believe it is unreasonable to repair the building.

A formal Notice of Raze Order or Notice to Raze/Repair has not been requested yet, as this specific property was not previously discussed. Given the building is officially deemed unsafe for human habitation, the Council may wish to proceed with the formal process for unsafe structures.

The summary of the procedure for Raze and Remove would be as follows:

Direct staff to prepare and request Council approval for a Notice of Raze Order or Notice to Raze/Repair, depending on the exact process followed for the property at 194 S Wisconsin Street.

If the property owner does not voluntarily comply with the notice: Initiate the legal process for forced demolition, which includes:

Drafting and filing a Lis Pendens.

Drafting and filing the Lis Pendens with the appropriate county records.

Drafting and serving legal documents for a formal hearing and potential Court Order of Demolition.

Summary:

A property at 194 S Wisconsin Street contains a building declared unsafe for human habitation by the County Health Department. Despite previous attempts to address code violations and unpermitted construction, the building remains unsafe. The Building Inspectors believe it is certain the property is unfit for occupancy or use and has already been placarded by Green Lake County Health Department and the repairs required would exceed 50% of the assessed value by a significant margin and would encourage the Common Council to direct staff to continue the Raze and Remove order proceedings as noted on the opinion letter from March 6th 2025.

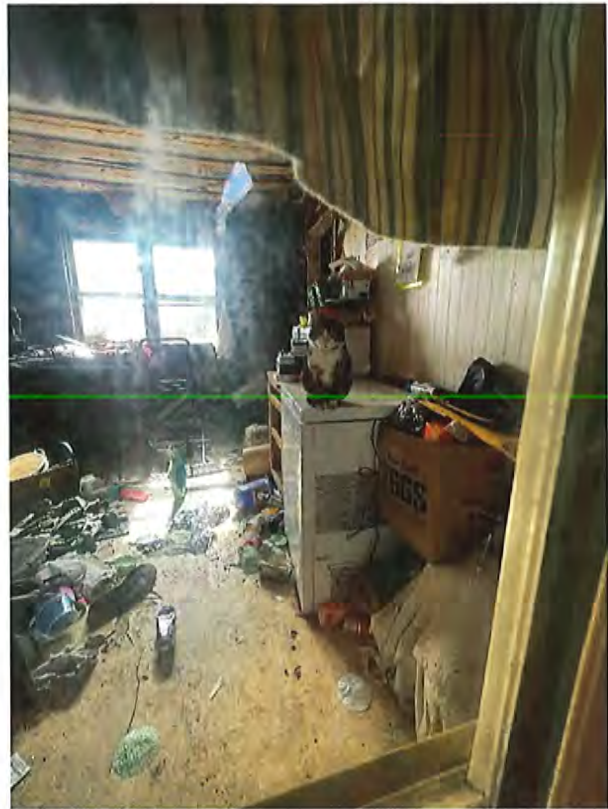
Recommendation:

Direct staff to continue the Raze and Remove order proceedings as noted in the opinion letter from March 6th 2025 this would include having the Building Inspectors complete an inspection and draft a notice to try to get some kind of voluntary compliance.

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Municipal LAW

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STEPHEN J. CENTENARIO
MICHAEL J. MORSE
JAMES P. WALSH

March 6, 2025

Timothy Ludolph, City Planner
City of Berlin
108 N. Capron St.
Berlin, WI 54923

**Re: Raze Order Procedure
Legal Review**

Dear Mr. Ludolph,

You have requested that I review and comment on the City's raze process and procedures and provide recommendations for best practices. I have had an opportunity to carefully consider this matter.

Based on my review, I note the following comments, concerns and recommendations in this regard:

The sample raze order you provided is generally fine as to form and contains the appropriate statutory language, however, I have concerns with the supporting inspection report. To proceed with a raze and remove order under Wis. Stats. § 66.0413(c), there must be specific cost estimates and calculations, including actual bids for the proposed work if needed. I can provide examples of inspection reports we have used in the past, if desired. I discuss this process further below.

You have also asked that I provide my recommendations for the City's raze process and procedures. Generally, a structure can be ordered to be razed if it meets these two elements: if it is (1) Old, dilapidated or out of repair, and (2) Consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation. There are additional special provisions that apply to nuisance properties (Wis. Stat. s. 66.0413(2)); historic buildings (Wis. Stat. s. 66.0413(3)); and insured dwellings (Wis. Stat. s. 66.0413(5)).

There are two different types of raze orders:

- **Raze or Repair Order** - if the structure can be made safe by reasonable repairs, order the owner to either make the building safe and sanitary or to raze the building, at the owner's option.

- **Raze and Remove Order** – if the structure is unreasonable to repair, order the owner of the building to raze the building. The structure is presumed unreasonable to repair if the costs of repairs “would exceed 50 percent of the assessed value of the building divided by the ratio of the assessed value”.

“Cost of repairs” under sub. (1) (c) is not defined, but logically it refers to the cost to remedy all conditions that render the building deficient under sub. (1) (b) 1., including not only those that render the building “out of repair,” but also those that affect the suitability of the building for human habitation. *Auto-Owners Insurance Co. v. City of Appleton*, 2017 WI App 62, 378 Wis. 2d 155, 902 N.W.2d 532.

My recommended raze or repair process is as follows:

RAZE OR REPAIR PROCEDURE

1. Common Council Authorization. Sec. 14-6 of the City code gives the Common Council the authority to order property owners to raze or repair structures within the City. This is consistent with Wis. Stats. § 66.0413, which allows for “the governing body, building inspector or other designated officer of a municipality” to do so. The Common Council should also be made aware that litigation will be required if this proceeds further, and give specific authorization for commencing the remaining aspects of the process including litigation.
2. Comprehensive Building Report. Building Inspector Lust should complete a comprehensive report on the status of the Property after a thorough inspection. If a property owner does not allow us entry, we will need to obtain a special inspection warrant, which is not a complicated process. This is a very important aspect of this issue, to ensure that we have the evidence that we need when this gets to court. This inspection will also allow us to include more detailed information to include with our code violation references in the final Raze Order.
3. Finding Required. To proceed with a Raze and Remove order, the Building Inspector must make a finding that the building “is old, dilapidated or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair.” This finding must follow a determination of the Building Inspector that the cost of repairs would exceed 50% of the assessed value of the building divided by the ratio of the assessed value to the recommended value as last published by the Department of Revenue. I can provide samples from other communities to outline how this issue should be analyzed, including specific cost estimates and calculations. Unless this type of analysis is done, I recommend against using this “no repair” procedure.
4. Notice of Unfitness for Occupancy or Use. If proceeding with a Raze and Remove order notice must be prepared and posted on the building to say “This building may not be used for human habitation, occupancy or use,” as described in Section 66.0413(br), Wisconsin Statutes.

This notice is significant in that it may trigger litigation, especially if the building is currently occupied and we force the occupant out of the building. This underscores that this “no repair” procedure should only be followed when we are very sure that the costs of repair exceed 50% of the assessed value, and for that matter, it should exceed that number by a significant margin, in my opinion due to the severity of the remedy.

5. Title Opinion. We will obtain a title report from a title company, to ascertain the owner(s) and the holder(s) of any encumbrance(s) affecting the property.
6. Draft a Notice. A Notice of Raze Order will be finalized that describes each defect in the building that constitutes a public nuisance as defined by the statute. The Notice will also cite the authority for claiming it is a defect (e.g. cite code provisions that are being violated). The Notice should also specify what must be done to remedy the defect. The Notice shall direct the owner to remedy each such defect within 30 days following the service of the Notice. The Notice will be for the signature of the Common Council.
7. Serve Notice. The building inspector or other designated officer (or process server) must serve the Notice, as follows:
 - a. *Owner*. The Notice must be served on the owner of record of the building, or the owner's agent, in the same manner as a summons is served in circuit court. If the owner or owner's agent cannot be found, notice may be served by posting it on the main entrance of the building and by publishing it as a class 1 notice.
 - b. *Encumbrance holder*. The Notice must be served on the holder of an encumbrance of record by 1st class mail, and by publication of a class 1 notice.
8. Draft Petition. In the event voluntary compliance does not follow from the Notice, the next step is to prepare a Petition that will initiate the litigation. The Petition, generally, should recite that the building constitutes a public nuisance, that the foregoing statutory notice and service requirements have been satisfied, and that the owner failed to remedy the defect(s).
9. Draft Lis Pendens. A notice of court action should be prepared, to ensure that the court action binds not only the current owner of the property, but also anyone who might acquire ownership of the property as the matter proceeds.
10. File and Serve Documents. If the structure is not razed or the defect is not remedied within 30 days of the service of the Notice, the building inspector or other designated City officer may file the Petition in Circuit Court, record the Lis Pendens in the office of the Register of Deeds, and serve copies of the Petition upon the owner and the holder of an encumbrance in the same manner as was done with the Notice, as described in paragraph 5, above. The owner then has 20 days to respond.
11. Hearing. The Circuit Court sets the matter for hearing. Testimony may be taken. If the property owner fails to respond to the petition, we will seek default judgment.
12. Court Order to Remedy or Raze. If the court finds that the building constitutes a public nuisance, the court may order that repairs and alterations be made, and the court shall set a reasonable time for doing so. The order shall state, in the alternative, that if the repairs and alterations are not made as required, the court will appoint a receiver or authorize the building inspector or other designated officer to raze the building.
13. Service of Court Order. The court's order shall be served in the same manner as described in paragraph 7, above.
14. Court Order to Raze. If the repairs are not timely made the matter should return to court for the court to formally order the razing of the property, or the appointment of a receiver.

- a. *Receiver*. If a receiver is appointed, that person is empowered to collect rents, make the repairs, sell the building, and attempt to resolve the issue as described in the statute.
 - b. *City Razing*. If the building inspector or other City officer is authorized to raze the building, the City may need to publicly bid the project. Razing the building includes also restoring the site to a dust-free and erosion-free condition.
15. Costs. The cost of razing the building and restoring the site to a dust-free and erosion-free condition may be charged in full or in part against the real estate upon which the building is located, and these costs become a lien upon the real estate and may be assessed and collected as a special charge. These costs are likely to be limited to the costs of physically removing the building and restoring the site, and are unlikely to include the legal, engineering and administrative costs of the action, though we would seek recovery of such costs.

If you have any questions or concerns regarding this matter, please do not hesitate to contact me.

Yours very truly,

MUNICIPAL LAW & LITIGATION GROUP, S.C.

Eric J. Larson

Eric J. Larson

EJL/LAM/jd

cc: Jessi Balcom, City Administrator

Raze or Repair Order/ Nuisance Complaints

Address of Property: 194 S Wisconsin Street

Property Owner Name: James Olson, Sr.

Basic Information:

Parcel Number:	206-00451-0000
Assessed Property Value:	\$45,000.00
Est. Fair Market Value	\$46,300.00
Occupancy?	Yes- No Certificate
Taxes paid?	No, (\$700.23 outstanding for 2025)
Construction in Progress?	No?

Neighbor complaints:

- Neighbor Mailed complaint attached dated 4-30-2025
- Complaint from anonymous neighbor 7-2-25 920-420-9430 Stating someone may be living there when it is unsafe for occupancy. House in disrepair and roof was tarped over.
-

Contact with Owner:

- PDD and Building Inspector performed informal inspection and talked with owner approximately July 2025; advising him the house was not habitable for human occupancy. The Building Inspector explained what standards must be met before it could be habitable.
- By April 16th 2026 there had been reroofing and replacement of siding on one side of the house, not matching the remainder. No permits or inspections. James Olson was called to advise him of the need for permits, the stop work order in place, reminded there is to be no habitation and to clean up the premises.
-

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

- Pending a formal assessment there are visible issues with the roof as noted in the complaint and pictures. The building is not secured and exposed to the elements and PDD noted a foul smell coming from it on a dry day, concerned about the deterioration.

Inspections:

- Building Inspector, Inspected exterior and took photos on April 30 2025
- PDD and Building Inspector performed informal inspection and talked with owner approximately July 2025 advising him the house was not habitable and what steps must be taken to make it habitable.
- Building Inspector, Inspected exterior and took photos on September 25th 2025
- PDD performed a follow-up to July inspection October 16th 2025 finding sufficient issues to issue Nuisance Warning Letter.
- Building Inspectors performed an exterior inspection March 4th 2026 and found the premises to not be suitable for human habitation.

- Building Inspectors performed an exterior inspection April 13th 2026 and found work had been done without a permit.
- Building Inspectors performed thorough exterior inspection April 15th 2026 and issued a stop work order and violation notification on April 16th 2026.
- Follow up inspection by Inspectors April 29th 2026 showed little to no progress, confirmed by PDD who did the recheck on April 30th 2026
- May 13th 2026 Berlin Police Department were at the property responding to a complaint unrelated to the Building Code. Noticed Unsafe living conditions, County Health Department Placarded Not Safe for Human Habitation.

Permits pulled:

- A permit application for reroofing had been submitted but is not paid for (7/30/2025) in the absence of an update that remains the case.

Council Motions:

- N/A

Additional Relevant Information:

- Informed Police Department about 194 Wisconsin Street 8-14-25 who advised to refer to County Health Dept.
- August 20th 2025 – Contacted Kyle Alt with Green Lake County Health Department in follow up to July Inspection
- October 17th 2025- Green Lake County Probation and Parole contacted the Building Inspector regarding placement of someone at this property. They were advised the house was not safe for human habitation.
- October 23rd 2025 American Industrial Sales was assisting managing 194 S Wisconsin Street. They called Planning and Development and were referred to the Building Inspector to pull permits to make the house/premises habitable. Both PDD and the Building Inspector explicitly stated the property was not habitable and there can be nobody living, sleeping or cooking there until legal Occupancy is obtained.
- March 23rd 2026 American Industrial Sales was no longer involved in any way with 194 S Wisconsin Street. Advised reaching out to James Olson about the upkeep of the premises
- May 13th 2026 Berlin Police Department, executing a warrant, observed numerous code violations and unsafe conditions while investigating an unrelated complaint. The Green Lake County Health Department placarded the building as unsafe for human habitation. They confirmed significant structural issues and added this to the existing concerns. “The building may not be used for human habitation, occupancy or use

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.**

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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)

§66.0413 Razing buildings.

(1) Authority and procedure.

(a) Definitions. In this subsection:

1. "Building" includes any building or structure or any portion of a building or structure.
2. "Raze a building" means to demolish and remove the building and to restore the site to a dust-free and erosion-free condition.

(b) Raze order. The governing body, building inspector or other designated officer of a municipality may:

1. Except as provided in sub. (5), if a building is old, dilapidated, or out of repair and consequently dangerous, unsafe, unsanitary, or otherwise unfit for human habitation and unreasonable to repair, order the owner of the building to raze the building or, if the building can be made safe by reasonable repairs, order the owner to either make the building safe and sanitary or to raze the building, at the owner's option.
2. If there has been a cessation of normal construction of a building for a period of more than 2 years, order the owner of the building to raze the building.

(br) Notice of unfitness for occupancy or use; penalty.

1. If a building subject to an order under par. (b) is unsanitary and unfit for human habitation, occupancy or use and is not in danger of structural collapse, the building inspector or other designated officer shall post a placard on the premises containing the following notice: "This Building May Not Be Used For Human Habitation, Occupancy or Use." The building inspector or other designated officer shall prohibit use of the building for human habitation, occupancy or use until necessary repairs have been made.
2. Any person who rents, leases or occupies a building which has been condemned for human habitation, occupancy or use under subd. 1. shall be fined not less than \$5 nor more than \$50 or imprisoned not more than 30 days for each week of the violation, or both.

(c) Reasonableness of repair; presumption. Except as provided in subs. (3) and (5), if a municipal governing body, building inspector, or designated officer determines that the cost of repairs of a building described in par. (b) 1. would exceed 50 percent of the assessed value of the building divided by the ratio of the assessed value to the recommended value as last published by the department of revenue for the municipality within which the building is located, the repairs are presumed unreasonable for purposes of par. (b) 1.

(d) Service of order. An order under par. (b) shall be served on the owner of record of the building that is subject to the order or on the owner's agent if the agent is in charge of the building in the same manner as a summons is served in circuit court. An order under par. (b) shall be served on the holder of an encumbrance of record by 1st class mail at the holder's last-known address and by publication as a class 1 notice under ch. 985. If the owner and the owner's agent cannot be found or if the owner is deceased and an estate has not been opened, the order may be served by posting it on the main entrance of the building and by publishing it as a class 1 notice under ch. 985 before the time limited in the order begins to run. The time limited in the order begins to run from the date of service on the owner or owner's agent or, if the owner and agent cannot be found, from the date that the order was posted on the building.

(e) Effect of recording order. If a raze order issued under par. (b) is recorded with the register of deeds in the county in which the building is located, the order is considered to have been served,

as of the date the raze order is recorded, on any person claiming an interest in the building or the real estate as a result of a conveyance from the owner of record unless the conveyance was recorded before the recording of the raze order.

(f) Failure to comply with order; razing building. An order under par. (b) shall specify the time within which the owner of the building is required to comply with the order and shall specify repairs, if any. If the owner fails or refuses to comply within the time prescribed, the building inspector or other designated officer may proceed to raze the building through any available public agency or by contract or arrangement with private persons, or to secure the building and, if necessary, the property on which the building is located if unfit for human habitation, occupancy or use. The cost of razing or securing the building may be charged in full or in part against the real estate upon which the building is located, and if that cost is so charged it is a lien upon the real estate and may be assessed and collected as a special charge, but may not be assessed and collected as a special tax. Any portion of the cost charged against the real estate that is not reimbursed under s. 632.103 (2) from funds withheld from an insurance settlement may be assessed and collected as a special tax.

(g) Court order to comply. A municipality, building inspector or designated officer may commence and prosecute an action in circuit court for an order of the court requiring the owner to comply with an order to raze a building issued under this subsection if the owner fails or refuses to do so within the time prescribed in the order, or for an order of the court requiring any person occupying a building whose occupancy has been prohibited under this subsection to vacate the premises, or any combination of the court orders. A hearing on actions under this paragraph shall be given preference. Court costs are in the discretion of the court.

(h) Restraining order. A person affected by an order issued under par. (b) may within the time provided by s. 893.76 apply to the circuit court for an order restraining the building inspector or other designated officer from razing the building or forever be barred. The hearing shall be held within 20 days and shall be given preference. The court shall determine whether the raze order is reasonable. If the order is found reasonable the court shall dissolve the restraining order. If the order is found not reasonable the court shall continue the restraining order or modify it as the circumstances require. Costs are in the discretion of the court. If the court finds that the order is unreasonable, the building inspector or other designated officer shall issue no other order under this subsection in regard to the same building until its condition is substantially changed. The remedies provided in this paragraph are exclusive remedies and anyone affected by an order issued under par. (b) is not entitled to recover any damages for the razing of the building.

(i) Removal of personal property. If a building subject to an order under par. (b) contains personal property or fixtures which will unreasonably interfere with the razing or repair of the building or if the razing makes necessary the removal, sale or destruction of the personal property or fixtures, the building inspector or other designated officer may order in writing the removal of the personal property or fixtures by a date certain. The order shall be served as provided in par. (d). If the personal property or fixtures are not removed by the time specified the inspector may store, sell or, if it has no appreciable value, destroy the personal property or fixture. If the property is stored the amount paid for storage is a lien against the property and against the real estate and, to the extent that the amount is not reimbursed under s. 632.103 (2) from funds withheld from an insurance settlement, shall be assessed and collected as a special tax against the real estate if the real estate is owned by the owner of the personal property and fixtures. If the property is stored the owner of the property, if known, shall be notified of the place of storage and if the property is not claimed by the owner it may be sold at the expiration of 6 months after it has been stored. The handling of the sale and the distribution of the net proceeds after deducting the cost of storage and any other costs shall be as specified in par. (j) and a report made to the circuit court as specified in par. (j). A person affected by any order made under this paragraph may appeal as provided in par. (h).

(j) *Sale of salvage.* If an order to raze a building has been issued, the governing body or other designated officer under the contract or arrangement to raze the building may sell the salvage and valuable materials at the highest price obtainable. The net proceeds of the sale, after deducting the expenses of razing the building, shall be promptly remitted to the circuit court with a report of the sale or transaction, including the items of expense and the amounts deducted, for the use of any person entitled to the net proceeds, subject to the order of the court. If there remains no surplus to be turned over to the court, the report shall so state.

(k) *Public nuisance procedure.* A building which is determined under par. (b) 1. to be old, dilapidated or out of repair and consequently dangerous, unsafe, unsanitary or otherwise unfit for human habitation and unreasonable to repair may be proceeded against as a public nuisance under ch. [823](#).

(L) *Effect of subsection.*

1. Acts of municipal authorities under this subsection do not increase the liability of an insurer.
2. This section does not limit powers otherwise granted to municipalities by other laws of this state.

(2) Razing building that is a public nuisance; in rem procedure.

(a) *Definitions.* In this subsection:

1. "Building" means a building, dwelling or structure.
2. "Public nuisance" means a building that, as a result of vandalism or any other reason, has deteriorated or is dilapidated or blighted to the extent that windows, doors or other openings, plumbing or heating fixtures, or facilities or appurtenances of the building are damaged, destroyed or removed so that the building offends the aesthetic character of the immediate neighborhood and produces blight or deterioration.
3. "Raze a building" means to demolish and remove the building and to restore the site to a dust-free and erosion-free condition.

(b) *Notification of nuisance.* If the owner of a building in a city, village or town permits the building to become a public nuisance, the building inspector or other designated officer of the city, village or town shall issue a written notice of the defect that makes the building a public nuisance. The written notice shall be served on the owner of the building as provided under sub. (1) (d) and shall direct the owner to remedy the defect within 30 days following service.

(c) *Failure to remedy; court order to remedy or raze.*

1. If an owner fails to remedy or improve the defect in accordance with the written notice under par. (b) within the 30-day period specified in the written notice, the building inspector or other designated officer shall apply to the circuit court of the county in which the building is located for an order determining that the building constitutes a public nuisance. As a part of the application for the order from the circuit court the building inspector or other designated officer shall file a verified petition which recites the giving of written notice, the defect in the building, the owner's failure to comply with the notice and other pertinent facts. A copy of the petition shall be served upon the owner of record or the owner's agent if an agent is in charge of the building and upon the holder of any encumbrance of record under sub. (1) (d). The owner shall reply to the petition within 20 days following service upon the owner. Upon application by the building inspector or other designated officer the circuit court shall set promptly the petition for hearing. Testimony shall be taken by the circuit court with respect to the allegations of the petition and denials contained in the verified answer. If the circuit court after hearing the evidence on the petition and answer determines that

the building constitutes a public nuisance, the court shall issue promptly an order directing the owner of the building to remedy the defect and to make such repairs and alterations as may be required. The court shall set a reasonable period of time in which the defect shall be remedied and the repairs or alterations completed. A copy of the order shall be served upon the owner as provided in sub. (1) (d). The order of the circuit court shall state in the alternative that if the order of the court is not complied with within the time fixed by the court, the court will appoint a receiver or authorize the building inspector or other designated officer to proceed to raze the building under par. (d).

2. In an action under this subsection, the circuit court before which the action is commenced shall exercise jurisdiction in rem or quasi in rem over the property that is the subject of the action. The owner of record of the property, if known, and all other persons of record holding or claiming any interest in the property shall be made parties defendant, and service of process may be made upon them.

3. It is not a defense to an action under this subsection that the owner of record of the property is a different person or entity than the owner of record of the property on or after the date the action was commenced if a lis pendens was filed before the change of ownership.

(d) *Failure to comply with court order.* If the order of the circuit court under par. (c) is not complied with within the time fixed by the court under par. (c), the court shall authorize the building inspector or other designated officer to raze the building or shall appoint a disinterested person to act as receiver of the property to do either of the following within a reasonable period of time set by the court:

1. Remedy the defect and make any repairs and alterations necessary to meet the standards required by the building code or any health order. A receiver appointed under this subdivision, with the approval of the circuit court, may borrow money against and mortgage the property held in receivership as security in any amount necessary to remedy the defect and make the repairs and alterations. For the expenses incurred to remedy the defect and make the repairs and alterations necessary under this subdivision, the receiver has a lien upon the property. At the request of and with the approval of the owner, the receiver may sell the property at a price equal to at least the appraised value of the property plus the cost of any repairs made under this subdivision. The selling owner is liable for those costs.

2. Secure and sell the building to a buyer who demonstrates to the circuit court an ability and intent to rehabilitate the building and to have the building reoccupied in a legal manner.

(e) *Receiver; order to raze.*

1. A receiver appointed under par. (d) shall collect all rents and profits accruing from the property held in receivership and pay all costs of management, including all general and special real estate taxes or assessments and interest payments on first mortgages on the property. A receiver under par. (d) shall apply moneys received from the sale of property held in receivership to pay all debts due on the property in the order set by law and shall pay any balance to the selling owner if the circuit court approves.

2. The circuit court shall set the fees and bond of a receiver appointed under par. (d) and may discharge the receiver as the court considers appropriate.

3. Nothing in this subsection relieves the owner of property for which a receiver has been appointed under par. (d) from any civil or criminal responsibility or liability except that the receiver has civil and criminal responsibility and liability for all matters and acts directly under the receiver's authority or performed at his or her discretion.

4. If a defect is not remedied and repairs and alterations are not made within the time limit set by the circuit court under par. (d), the court shall order that the building inspector or other designated officer proceed to raze the building.

5. All costs and disbursements to raze a building under this subsection shall be as provided under sub. (1)(f).

(3) Razing historic buildings.

(a) In this subsection:

1. "Cost of repairs" includes the estimated cost of repairs that are necessary to comply with applicable building codes, or other ordinances or regulations, governing the repair or renovation of a historic building.

1m. "Historic building" means any building or object listed on, or any building or object within and contributing to a historic district listed on, the national register of historic places in Wisconsin, the state register of historic places or a list of historic places maintained by a municipality.

2. "Municipality" means a city, village, county or town.

(b) The state historical society shall notify a municipality of any historic building located in the municipality. If a historic district lies within a municipality, the historical society shall furnish to the municipality a map delineating the boundaries of the district.

(c) If an order is issued under this section to raze and remove a historic building and restore the site to a dust-free and erosion-free condition, an application is made for a permit to raze and remove a historic building and restore the site to a dust-free and erosion-free condition or a municipality intends to raze and remove a municipally owned historic building and restore the site to a dust-free and erosion-free condition, the municipality in which the historic building is located shall notify the state historical society of the order, application or intent. No historic building may be razed and removed nor the site restored to a dust-free and erosion-free condition for 30 days after the notice is given, unless a shorter period is authorized by the state historical society. If the state historical society authorizes a shorter period, however, such a period shall be subject to any applicable local ordinance. During the 30-day period, the state historical society shall have access to the historic building to create or preserve a historic record. If the state historical society completes its creation or preservation of a historic record, or decides not to create or preserve a historic record, before the end of the 30-day period, the society may waive its right to access the building and may authorize the person who intends to raze and remove the building, and restore the site to a dust-free and erosion-free condition, to proceed before the end of such period, except that such a person shall be subject to any applicable local ordinance.

(d) If a municipal governing body, inspector of buildings or designated officer determines that the cost of repairs to a historic building would be less than 85 percent of the assessed value of the building divided by the ratio of the assessed value to the recommended value as last published by the department of revenue for the municipality within which the historic building is located, the repairs are presumed reasonable.

(4) First class cities; other provisions.

(a) First class cities may adopt by ordinance alternate or additional provisions governing the placarding, closing, razing and removal of a building and the restoration of the site to a dust-free and erosion-free condition.

(b) This subsection shall be liberally construed to provide 1st class cities with the largest possible power and leeway of action.

(5) Razing certain insured dwellings.

(a) *Definitions.* In this subsection:

1. "Cost of repairs" includes the estimated cost of repairs that are necessary to comply with applicable building codes, or other ordinances or regulations, governing the repair or renovation of a dwelling.

2. "Covered damage" means damage that is covered by an insurance policy.

3. "Insured dwelling" means real property that is covered under an insurance policy and that is owned, occupied, and used primarily as a dwelling by the insured.

(b) *Insurer certification.*

1. No later than 14 days after real property has incurred damage, an insurer may provide a written certification through 1st class mail or electronic communication to a governing body, building inspector, or other designated officer of a municipality stating all of the following:

a. That the insurer reasonably believes the real property may qualify as an insured dwelling.

b. That the property owner or an insured has filed a claim for covered damage with the insurer or the insurer has reason to believe the property owner or an insured will file a claim for covered damage with the insurer.

c. That the insurer reasonably believes the claim may qualify as covered damage.

d. The date of damage to the insured dwelling, the insurance policy limits of the insured dwelling, the insurer's designated representative for the filed or anticipated claim, and the designated representative's mailing address, electronic mail address, and phone number.

2. A certification under this paragraph does not waive or limit any rights of the insurer under an insurance policy.

3. At any point prior to submitting a certification under subd. 1., an insurer may notify a governing body, building inspector, or other designated officer of a municipality that the insurer has determined the insured dwelling to be wholly destroyed. If at any point after submitting a certification under subd. 1. the insurer determines that the insured dwelling is wholly destroyed, the insurer shall notify the governing body, building inspector, or other designated officer of that determination.

(c) *Municipal assessment.* A governing body, building inspector, or other designated officer of a municipality may not issue a raze order under sub. (1) (b) for an insured dwelling for which an insurer has provided a certification under par. (b) unless the governing body, building inspector, or other designated officer does all of the following:

1. Provides notice of intent to issue a raze order to the owner of record of the insured dwelling, the holder of any encumbrance on the insured dwelling, and the insurer of the insured dwelling. The notice shall include a statement that materials may be submitted to the governing body, building inspector, or other designated officer under subd. 2. Notice under this subdivision shall be served in the manner provided under sub. (1) (d).

2. Accepts and considers materials that are submitted by any person entitled to notice under subd. [1](#), that assist in establishing the extent of the damage or the reasonable cost of repairs to the insured dwelling, and that are received within 30 days after provision of the notice under subd. [1](#). Materials that may be accepted and considered under this subdivision are limited to damage estimates, evaluations of the cost of repairs, and the results of inspections of the property. When considering the materials submitted under this subdivision, the governing body, building inspector, or other designated officer shall consider the qualifications, expertise, and experience of the person that submitted the materials.
3. Conducts an on-site inspection of the insured dwelling to assess the extent of the damage.
4. Determines the estimated cost of repairs for the insured dwelling.
5. Determines that repair of the insured dwelling is not reasonable.

(d) Cost of repair. A municipal governing body, building inspector, or other designated officer of a municipality shall base its determination of the estimated cost of repairs for the insured dwelling under par. [\(c\) 4](#), on the materials accepted under par. [\(c\) 2](#), and similar materials produced by the municipal governing body, building inspector, or designated officer.

(e) Reasonableness of repair. If a municipal governing body, building inspector, or other designated officer of a municipality determines that the estimated cost of repairs of an insured dwelling does not exceed 70 percent of the insurance policy limits of the insured dwelling, the repairs are presumed reasonable.

(f) Repair orders. Nothing in this subsection shall preclude the governing body, building inspector, or other designated officer of a municipality from ordering the owner of an insured dwelling to make the building safe and sanitary under sub. [\(1\) \(b\)](#).

(g) Application. This subsection does not apply to any of the following:

1. A dwelling that the governing body, building inspector, or other designated officer of a municipality has determined to be in imminent danger of structural collapse and for which the property owner has failed to appropriately secure and limit access.
2. An insured dwelling that is the subject of a notification provided to the governing body, building inspector, or other designated officer of a municipality by an insurer pursuant to par. [\(b\) 3](#).

History: Sup. Ct. Order, 67 Wis. 2d 750; [1977 c. 187](#); [1979 c. 323](#); [1981 c. 341](#); [1983 a. 108, 192, 219](#); [1983 a. 275 s. 15 \(2\)](#); [1987 a. 395](#); [1989 a. 347](#); [1991 a. 39, 316](#); [1993 a. 213, 246, 267, 382, 491](#); [1995 a. 225](#); [1997 a. 187](#); [1999 a. 67](#); [1999 a. 150 ss. 98 to 108, 134 to 149](#); Stats. 1999 s. 66.0413; [2001 a. 103](#); [2005 a. 442](#); [2013 a. 87](#); [2021 a. 107](#).

The 30-day time limitation within which an owner may apply to the circuit court for an order restraining a municipality from razing a building applicable to s. 66.05 (3) [now sub. (1) (h)] requires an application to the court within the 30-day period. Service of the application or resultant order need not be made within that period, although a hearing on the merits of the controversy must be held within 20 days. *Berkoff v. Department of Building Inspection & Safety Engineering*, [47 Wis. 2d 215, 177 N.W.2d 142](#) (1970).

The owner has no option to repair buildings ordered razed when the cost of repair would be unreasonable, i.e., exceeding 50 percent of value. *City of Appleton v. Brunschweiler*, [52 Wis. 2d 303, 190 N.W.2d 545](#) (1971).

The statute only creates a presumption that repairs in excess of 50 percent are unreasonable; the property owner has the burden to show that the presumption is unreasonable in the particular case. *Posnanski v. City of West Allis*, [61 Wis. 2d 461](#), [213 N.W.2d 51](#) (1973).

The trial court exceeded its authority in modifying a building inspector's order to raze a building by instead ordering repairs necessary to make the building fit for human habitation. Modification of an inspector's order must be made in light of the purpose of protecting the public from unsafe buildings. *Donley v. Boettcher*, [79 Wis. 2d 393](#), [255 N.W.2d 574](#) (1977).

Persons affected by a raze order have an exclusive remedy under s. 66.05 (3) [now sub. (1) (h)]. *Gehr v. City of Sheboygan*, [81 Wis. 2d 117](#), [260 N.W.2d 30](#) (1977).

A city was properly held in contempt for razing a building protected by a foreclosure judgment. *Mohr v. City of Milwaukee*, [106 Wis. 2d 80](#), [315 N.W.2d 504](#) (1982).

A land contract vendor is not an owner of real estate under this section. *City of Milwaukee v. Greenberg*, [163 Wis. 2d 28](#), [471 N.W.2d 33](#) (1991).

The 20-day time limit under sub. (1) (h) is directory rather than mandatory. The trial court shall attempt to hold the hearing within 20 days of the application. If a timely request for judicial substitution is filed that increases the time requirements, the court shall schedule the hearing at the earliest convenient time. *Matlin v. City of Sheboygan*, [2001 WI App 179](#), [247 Wis. 2d 270](#), [634 N.W.2d 115](#), [00-2389](#).

Sub. (1) (h) does not bar a property owner from: 1) asserting claims for torts committed in the carrying out of the raze order that are not premised on the wrongfulness or unreasonableness of the order; 2) challenging the reasonableness of a lien imposed under sub. (1) (f) if one has been imposed; and 3) asserting a claim that salvage and valuable materials have been removed from the real estate for the benefit of the contractor without giving the owner a credit against the charges for the costs of razing and removing under sub. (1) (j). *Smith v. Williams*, [2001 WI App 285](#), [249 Wis. 2d 419](#), [638 N.W.2d 635](#), [00-3399](#).

A constructive total loss occurs following the issuance of a raze order. However, there is no requirement on the city to prove that the property was a total loss prior to issuance of a raze order under an ordinance adopted under sub. (4). *A&A Enterprises v. City of Milwaukee*, [2008 WI App 43](#), [308 Wis. 2d 479](#), [747 N.W.2d 751](#), [07-0300](#).

The phrase "out of repair" in sub. (1) (b) 1. is simple and capable of a common understanding. A building inspector's interpretation of "out of repair" to mean that some aspect of the building required fixing or that the building was non-compliant with the relevant housing codes was a common-sense definition. A building can be "out of repair" for any of a number of reasons, including a sudden fire or rapid exposure to some other damaging condition or element. The phrase connotes no sense that the condition rendering the building "out of repair" has existed for any particular length of time. *Auto-Owners Insurance Co. v. City of Appleton*, [2017 WI App 62](#), [378 Wis. 2d 155](#), [902 N.W.2d 532](#), [16-1227](#).

There is no basis in this section for a rule that smoke and water damage remediation are not part of the "cost of repair" of a fire. "Cost of repairs" under sub. (1) (c) is not defined, but logically it refers to the cost to remedy all conditions that render the building deficient under sub. (1) (b) 1., including not only those that render the building "out of repair," but also those that affect the suitability of the building for human habitation. *Auto-Owners Insurance Co. v. City of Appleton*, [2017 WI App 62](#), [378 Wis. 2d 155](#), [902 N.W.2d 532](#), [16-1227](#).

The exclusive remedy provision of sub. (1) (h) applies only to claims premised on the reasonableness of the order to raze. It does not apply to a challenge based on acts occurring

during the subsequent repairs required under the order, and it does not bar a defense of equitable estoppel based on a city's implementation of the order. *1033 North 7th Street v. City of Fond du Lac*, [2021 WI App 38](#), [398 Wis. 2d 542](#), [961 N.W.2d 903](#), [20-0092](#).

The "cost of repairs" under sub. (1) (c) is only those that are considered necessary to remove the public nuisance and protect the public interest. The cost of repairs must take into account the intended use of a building to limit abatement measures to the necessities of the case. In this case, any development proposals the owner of the buildings had were purely speculative such that they could not be considered the intended use of the buildings for purposes of determining the cost of repairs. The intended use of the buildings at the time the raze orders were issued was as vacant, unoccupied buildings that were not open to the public. Therefore, the proper costs to consider in determining whether the raze orders were reasonable were the costs of making each building safe for use as a vacant, unoccupied building that was closed to the public. *U.S. Black Spruce Enterprise Group, Inc. v. City of Milwaukee*, [2022 WI App 15](#), [401 Wis. 2d 421](#), [973 N.W.2d 804](#), [20-1113](#).

The circuit court order granting summary judgment in favor of the city, permitting the city to raze the defendant's building and awarding the cost of the razing to the city, was a final order under s. 808.03 (1). The order explicitly granted the city all of the relief the city requested, and all that remained was the execution of the order, namely the razing at the defendant's expense and the calculation of the cost of the razing. *City of New Lisbon v. Muller*, [2023 WI App 65](#), [410 Wis. 2d 309](#), [1 N.W.3d 761](#), [22-1683](#).

There was no constitutional "taking" when tenants were ordered to temporarily vacate their uninhabitable dwelling to permit repairs pursuant to the housing code. *Devines v. Maier*, [728 F.2d 876](#) (1984).

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Utilities Compliance Maintenance Annual Report (CMAR) & Resolution #26-05
MEETING DATE: June 9, 2026

BACKGROUND

Annually the Wastewater Treatment Facility files a compliance maintenance report with the Department of Natural Resources. The governing body of the City of Berlin is required to review this report. The Wastewater Facility did very well this year, receiving 3.72 grade point average out of 4. The report and Resolution are enclosed.

SUGGESTED MOTION

Motion to approve Resolution #26-05 approving the 2025 Compliance Maintenance Annual Report of the Berlin Wastewater Treatment Facility.

RESOLUTION 26-05

COMPLIANCE MAINTENANCE RESOLUTION

WHEREAS, the Department of Natural Resources through its Municipal Wastewater Section, Bureau of Wastewater Management, requires that a Compliance Maintenance Annual Report be filed annually by the City of Berlin Water & Sewer Utility, and

WHEREAS, it is required that the governing body of the City of Berlin review the said report and inform the Department of Natural Resources by Resolution that it accomplished the review;

NOW, THEREFORE, BE IT RESOLVED:

That the City of Berlin, Wisconsin informs the Department of Natural Resources that the Common Council has reviewed and approved the Compliance Maintenance Annual Report which is attached to the Resolution on June 9, 2026.

PASSED, APPROVED, AND DATED THIS 9TH DAY OF JUNE, 2026.

BY _____

Catrina Burgess, Mayor

Attest:

Jessi Balcom, City Clerk

Roll Call Vote:

_____ Ayes

_____ Nays

_____ Absent

Compliance Maintenance Annual Report

Berlin Wastewater Treatment Facility

Last Updated: Reporting For:
5/19/2026 2025

Resolution or Owner's Statement

Name of Governing
Body or Owner:

Date of Resolution or
Action Taken:

Resolution Number:

Date of Submittal:

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = D

The City of Berlin WWTP received a D on the Influent and loadings portion of the CMAR, the main reason for this is Industrial loading. Some Industries in Berlin are discharging very high BOD waste, some as much as 54,000 mg/l or more. The WWTP seems to be treating the high loading, the City of Berlin is also surcharging all Industries for BOD and TSS over 250 ml/l and phosphorus over 7 ml/l.

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Solids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 3.72

Compliance Maintenance Annual Report

Berlin Wastewater Treatment Facility

Last Updated: Reporting For:
5/19/2026 2025

Grading Summary

WPDES No: 0021229

SECTIONS	LETTER GRADE	GRADE POINTS	WEIGHTING FACTORS	SECTION POINTS
Influent	D	1	3	3
BOD/CBOD	A	4	10	40
TSS	A	4	5	20
Phosphorus	A	4	3	12
Biosolids	A	4	5	20
Staffing/PM	A	4	1	4
OpCert	A	4	1	4
Financial	A	4	1	4
Collection	A	4	3	12
TOTALS			32	119
GRADE POINT AVERAGE (GPA) = 3.72				

Notes:

- A = Voluntary Range (Response Optional)
- B = Voluntary Range (Response Optional)
- C = Recommendation Range (Response Required)
- D = Action Range (Response Required)
- F = Action Range (Response Required)

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Proposal for Real Estate Services for WIS 91, WIS 49 South to Berlin (Project I.D. 6540-01-03)
MEETING DATE: June 9, 2026

BACKGROUND

Staff is reviewing several proposals received in regards to the RFP issued on April 21, 2026 and due May 29, 2026. An update will be provided at the Common Council meeting. If the review is complete a recommendation for proposal approval will be made. If additional due diligence is needed, this item will return to the Council in July.