



PROPOSAL FOR:
CITY OF BERLIN
**ZONING
ADMINISTRATION
SERVICES**

SEPTEMBER 21, 2026



**VANDEWALLE &
ASSOCIATES INC.**

MILWAUKEE OFFICE: Global Water Center, 247 Freshwater Way, Milwaukee, WI 53204

MADISON OFFICE: 120 E. Lakeside Street, Madison, WI 53715 | P: 608.255.3988 | vandewalle.com

PROJECT CONTACT: Hilary Rottmann, Primary Planner | Email: hrottmann@vandewalle.com

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COVER LETTER

City of Berlin
Attn: Jessi Balcom
City Administrator/Clerk-Treasurer
108 N Capron Street | Berlin, WI 54923

RE: Proposal for Zoning Administration Services for the City of Berlin

Dear Jessi:

It is with great enthusiasm that we submit this proposal on behalf of Vandewalle & Associates, summarizing our extensive experience with zoning administration services and demonstrating how we will meet the needs of the City of Berlin. Vandewalle & Associates is pleased to offer our on-demand planning expertise to support the City of Berlin in a flexible, cost-effective manner.

The services align directly with the work we perform every day. By partnering with Vandewalle & Associates, the City will gain access to a multidisciplinary team of professionals—including community planners, economic development specialists, urban designers, landscape architects, and GIS experts—who bring a depth of experience and creativity to every project.

We also bring strong regional knowledge of Northeastern Wisconsin. Berlin is poised to continue building on its residential character, unique assets, and strategic location along STH 91 and STH 49 to foster economic growth and prosperity, maintain and enhance quality of life for its residents, and take on the challenges of tomorrow.

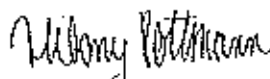
Recognizing that municipal needs evolve over time, we've assembled a team with diverse skills to ensure we can meet the full spectrum of planning challenges. Hilary Rottmann will serve as the City's primary planner, with Jackie Mich serving as Principal-in-Charge. Supporting our efforts will be Associate Planner Ben Rohr, and GIS Planner Dan Eckberg. This team has successfully led numerous municipal planning initiatives across Wisconsin, including comprehensive plans, zoning ordinance updates, TIF project plans, corridor plans, redevelopment strategies, and development concepts.

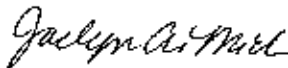
Hilary will rely on her ten-plus years of professional experience, deep zoning knowledge, and strong interpersonal skills to provide highly efficient and capable zoning administrative services. As the face of Berlin's zoning administration services, she will be responsive, attentive, and will seek to anticipate the City's and applicants' needs whenever possible. The City and its customers can also efficiently draw upon not only Jackie and Hilary, but also the rest of the firm's specialized expertise as needed.

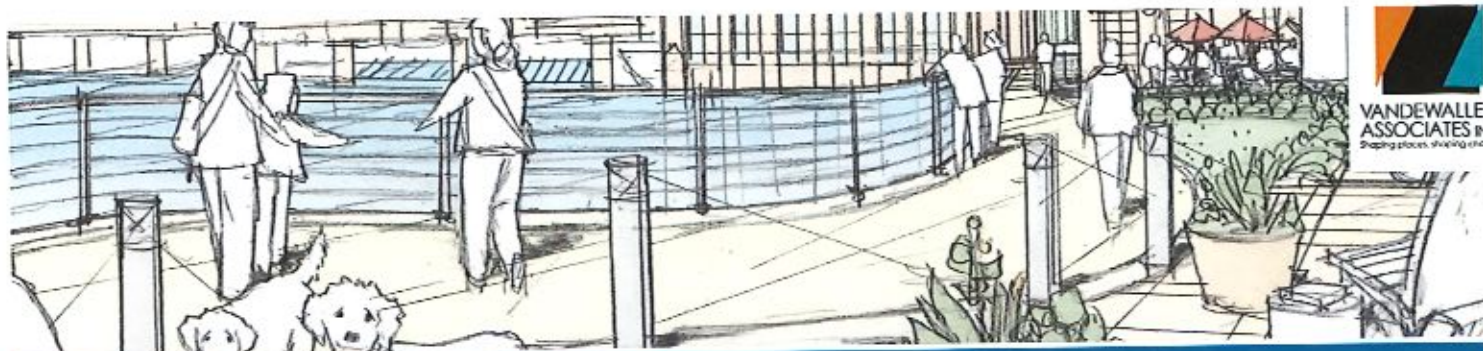
Jackie and Hilary are both members of the American Institute of Certified Planners. Additionally, Vandewalle & Associates provides on-call planning and zoning services to more than 20 municipalities throughout southcentral and southeastern Wisconsin. Through these ongoing partnerships, we work seamlessly with municipal staff, elected officials, and engineering consultants to provide practical, timely, and high-quality planning support tailored to each community's needs.

This depth of municipal experience, combined with our proven methodologies and collaborative approach, positions Vandewalle & Associates to serve as a trusted and responsive planning partner to the City of Berlin. We appreciate your consideration and look forward to the opportunity to bring our experience to Berlin and establish a strong, productive working relationship with the City.

Warm regards,


Hilary Rottmann, AICP
Vandewalle & Associates
Associate Planner


Jackie Mich, AICP
Vandewalle & Associates
Principal Planner, Director of Milwaukee Office



V&A: FIRM BACKGROUND

VISION-DRIVEN PLANNING FOR PEOPLE, PLACE, AND PROSPERITY

Vandewalle & Associates is a collection of passionate professionals with expertise in disciplines that converge to best impact change and make places work better for people.

Established in 1976, V&A has been a Midwest leader in community planning, zoning, public participation, place-based analysis, economic strategies, visioning, and implementation for more than 40 years. We work in partnership with our clients to identify core, place-based opportunities and translate them into strategic plans, innovative projects, and custom regulations.

Vandewalle & Associates stands as a premier leader in Wisconsin for delivering exceptional, cost-effective municipal planning services tailored to the unique needs of each community we serve. Our municipal planning and zoning practice is built on a foundation of deep expertise, proven experience, and a commitment to providing customized teams and solutions that directly address our clients' evolving challenges. Our approach to municipal planning is comprehensive and collaborative. Having served many communities as their trusted on-call planner for years—even decades—we offer unmatched consistency, institutional knowledge, and a genuine connection to the local context. This long-term presence allows us to deliver high-quality, responsive service that truly understands community priorities. Please visit our website for more information on our firm: www.vandewalle.com.



Milwaukee Office



2 offices
50+ years

► WHO WE ARE:

Transforming places, shaping communities, building economies, and creating lasting impact since 1976

► AREAS OF EXPERTISE:

- Community planning & zoning
- Park & open space facility planning
- Land use & neighborhood design
- Intergovernmental relations & grant assistance
- Economic strategy & market analysis
- Asset, demographic & economic data analysis
- Redevelopment, design & architecture
- Marketing, branding & real estate
- Public-private partnerships

► OUR APPROACH:

Collaborative partnerships to identify place-based opportunities, delivering strategic plans, innovative projects, and customized regulations

► LEADERSHIP:

Over 40 years as a Midwest leader in community planning, public participation, economic strategies, and implementation

► WEBSITE:

Visit our website at vandewalle.com to see some of our highlighted projects

V&A PLANNING EFFORTS AND AREAS OF EXPERTISE

Vandewalle & Associates is a Wisconsin leader in providing outstanding and cost-effective community planning services.

Our objective with our municipal planning services practice is to provide our municipal clients with carefully customized personnel and services to best meet their needs.

Municipal Planning. Our approach for municipal planning services has several components:

- Working in many communities as their on-call planner for years and even decades has provided our firm with unparalleled consistency in service, institutional knowledge, and a true connection to the community.
- Ongoing work is allocated between the local team to be as cost-effective as possible – providing a best-fit or blend between experience and billing rates.
- When specialized assignments arise, our local team is able to call on Vandewalle & Associates' team of more than twenty professional planners and designers. These include our company core of eight principals and president – each of whom has been with us for more than twenty years, and have a combination of almost 200 years of professional experience. This approach gives our municipal clients immediate access to the most experienced and diversely-skilled planning firm in the Midwest.

Our service model works well. We have been serving many of our municipal clients for more than 15 to 25 years. This includes the villages of Fontana, Cross Plains, Johnson Creek, and Mount Horeb and the cities of Lake Geneva, Delavan, Bayside, Edgerton, Jefferson, Watertown, Oregon, Fort Atkinson, Middleton, and Monroe. In growing communities where planning needs are expanding, we are often the last on-call planning consultant before a community hires in-house planning staff.

Recognized for Excellence. Vandewalle & Associates has received both state and national recognition for developing a system of planning and development for small and mid-sized communities. In 2004, the firm was recognized by the Wisconsin Chapter of the American Planning Association (APA-WI) for Outstanding Contribution to Planning in Wisconsin. Vandewalle & Associates' approach to community planning services is based on this award-winning approach. In 2017, Vandewalle & Associates was recognized by APA-WI for two projects – the Village of Oregon Sign Code and the Madison Metropolitan School District Enrollment Projections Study – that both received the Excellence in Planning Award from the Wisconsin Chapter of the American Planning Association. In 2020, Vandewalle & Associates received the Excellence in Planning Award from APA-Wisconsin for the City of Wausau Zoning Code and Zoning Map. We also regularly present at the APA-Wisconsin Planning Conference - which we did twice in 2022.

Virtual Meetings: *Using Technology Effectively*

Vandewalle & Associates has ready access to a diverse array of web tools to engage a diverse range of stakeholders, keep projects moving, information flowing freely, and all team members on the same page:

Online Public Engagement. As remote work has allowed many to adapt to new working styles, a combination of in-person and virtual tools may reach the broadest audience for community participation. Vandewalle & Associates has access to tools such as:

- Online surveys through SurveyMonkey or Polco
- Interactive online map-based surveys through Map.Social or ESRI
- PowerPoint presentations recorded with full audio and the option to auto advance, which can be distributed electronically
- Interactive webinars held through Adobe Connect or Zoom
- Broadcast announcements through an email blast
- Video summary recordings of key milestones, draft documents, or project updates

Client Communication and Project Management.

As alternatives to face-to-face communication, we have several options available that allow the exchange of ideas, documents, and more. These options are immediately available and regularly used by V&A staff:

- Microsoft Teams
- GoToMeeting
- Zoom / Webex
- Adobe Connect
- ESRI Crowdsource Reporter

V&A PLANNING EFFORTS AND AREAS OF EXPERTISE

Development Review. We provide outstanding on-call development review services. Typically, these services include attending monthly development review staff meetings and plan commission meetings, preparing and presenting reports and recommendations on development proposals, and site inspections to ensure compliance with approved site plans, architectural details, landscaping, lighting, signage, and conditions of operation. Where development activity is sporadic, we reserve dates for all the above, and then attend as requested by the municipality.

Our firm prides itself on a tradition of building and sustaining the confidence of the plan commission, elected officials, zoning board of appeals, and other municipal bodies to review development in an effective and predictable manner, with an efficient process that yields improved results for the community, nearby properties, and the applicant.

Our experience is particularly deep in communities where redevelopment is predominant, and projects must achieve a win-win balance on tight sites with challenging economics and where the preservation and enhancement of community and neighborhood character is a high priority.

Local Regulations. Vandewalle & Associates is Wisconsin's leader in customizing zoning, subdivision, official mapping, urban design, landscaping, and sign regulations to effectively implement local objectives.

Our ordinances are carefully designed to work in communities that have limited staff resources by providing:

- Regulations that are crafted to attain community objectives while responding to the economics of development specific to the municipality
- Zoning districts that are fully customized for each community, with clear relationship to municipal plans
- Complete descriptions of all procedures
- Detailed application checklists
- Complete code definitions, including effective land use descriptions which can accommodate evolving and new forms of development and commerce, and specific examples of such uses
- Effective graphics to convey information
- Tables to enable quick reference
- Clear cross-relationships between zoning, subdivision, and official mapping requirements.

Tax Incremental Financing Plans. Vandewalle & Associates plays a critical role in establishing the economic development goals and boundaries for each Tax Incremental Financing Plan. We place special emphasis on ensuring that each district plays a complementary role in economic development, rather than competing with one another. We have developed a unique and proven approach for successful planning, optimization, and implementation of a TID.



Grandview Commons Compiled Plan - Madison, WI

V&A PLANNING EFFORTS AND AREAS OF EXPERTISE

Redevelopment & Revitalization Planning.

Vandewalle & Associates prides itself on getting projects built. Our success in the field has been our ability to balance creative and visionary planning with pragmatic attention to project execution. Our projects are designed to be 'market driven' and based on an in-depth understanding of the local economic as well as physical landscape. Most of our principal staff, in addition to having solid city planning and design credentials, have additional training in urban economics, economic-geography, or real estate.

Most of our large redevelopment projects have involved upfront market analysis to determine the depth and direction of the local real estate market, and the absorption potential of various types of space. This work provides an early "reality check" to help provide direction to the planning process, and can help identify any unfulfilled market niches within the locality or region. Vandewalle & Associates' success in the redevelopment arena is also attributed to our ability to identify specialized niches for urban sites for which no historic market may be known to exist. In real estate parlance, this is known as "making the market" or "positioning" a site through a careful selection of mutually supporting land uses or economic activities that have the potential to take advantage of unusual land use synergies and/or local/regional economic development initiatives. In all of our projects we seek to leverage local economic development opportunities to capitalize on a community's unique assets.



South River Loop Revitalization - Racine, WI

Grant Writing Experience and Success.

Vandewalle & Associates understands that municipal budgets are tight, now more than ever. The firm has documented success in the preparation of implementation-related grant applications. Vandewalle & Associates has been successful in assisting our clients in securing more than \$93 million in state and federal grants and assistance for brownfield assessment, reuse planning, remediation, regulatory closure, and redevelopment. The firm has also successfully obtained grants for other purposes such as housing improvements, energy initiatives, recreational facilities, comprehensive planning, and detailed planning initiatives in a variety of communities. The firm develops relationships with key state and federal agencies and tracks opportunities within the context of frequently-changing state and federal programs and fiscal priorities.

As an example of our successful grant writing work, Vandewalle & Associates assisted the City of Lake Geneva on their Grant submittal for TAP Grant Funding. The City was awarded \$835,316 in TAP grant funding to develop a new bike/ped trail connecting a State Park, schools, and other community assets to Geneva Lake.



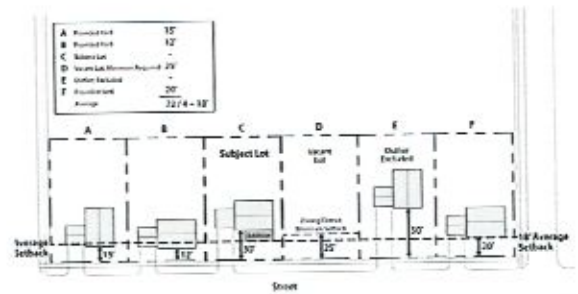
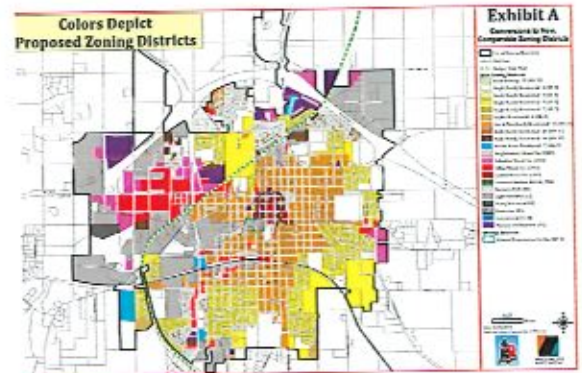
McDaniel Park Concept - McFarland, WI

ZONING EXPERIENCE AND REFERENCES

Zoning Experience. Vandewalle & Associates is a leader in zoning ordinance development and modernization throughout the Midwest. We translate community goals and policy objectives into clear, effective, and legally sound regulations that are easy to administer and responsive to changing development trends. The result is a practical zoning framework tailored to each community's unique character, economy, resources, and vision for the future. Below are examples of municipalities for which we have completed comprehensive zoning ordinance rewrites and updates.

ZONING ORDINANCES

City of Columbus, WI	Village of Mount Horeb, WI
Village of Cross Plains, WI	City of New London, WI
Village of Darien, WI	City of Oconomowoc, WI
City of Darlington, WI	Village of Oregon, WI
City of Delavan, WI	City of Oshkosh, WI
Village of East Troy, WI	City of Portage, WI
City of Edgerton, WI	City of Prairie du Chien, WI
City of Evansville, WI	Town of Rib Mountain, WI
Village of Fontana, WI	City of Shawano, WI
City of Fort Atkinson, WI	City of Sheboygan, WI
Town of Germantown, WI	Village of Spring Green, WI
City of Janesville, WI	City of Stoughton, WI
City of Jefferson, WI	City of Sun Prairie, WI
Village of Johnson Creek, WI	City of Verona, WI
Village of Kohler, WI	Village of Walworth, WI
City of Lake Geneva, WI	City of Watertown, WI
Lincoln County, WI	City of Wausau, WI
Village of Maple Bluff, WI	Town of West Bend, WI
City of Marshfield, WI	City of Whitewater, WI
City of Middleton, WI	Village of Williams Bay, WI
City of Milton, WI	City of Belvidere, IL
City of Monroe, WI	Lee County, IL
	City of Moline, IL
	Village of Rockton, IL



ZONING REFERENCES

DANE COUNTY, WISCONSIN

Olivia Parry, Senior Planner, Dane County
Planning and Development
P: 608.266.4270 | E: Parry.Olivia@danecounty.gov
Digital Copy: [Best Practices Residential Zoning Code](#)

CITY OF NEW LONDON, WISCONSIN

Chad Hoerth, City Administrator
P: 920.982.8500 | E: choerth@newlondonwi.org
Digital Copy: [New London Zoning Ordinance and Map](#)

VILLAGE OF MOUNT HOREB, WISCONSIN

Gabe Altenbernd, Village Administrator
P: 608.437.9409 | E: gabe.altenbernd@mounthorebwi.info
Digital Copy: [Mount Horeb Zoning Code and Map](#)

CITY OF MIDDLETON, WISCONSIN

Abby Attoun, Director of Planning & Community
Development
P: 608.821.8343 | E: aattoun@cityofmiddleton.us
Digital Copy: [Middleton Zoning Ordinance](#)

FIRM CLIENT REFERENCES



REFERENCE:

Tim Freitag, City Administrator

P: (920) 674-7700 | E: TFreitag@jeffersonwis.com

City of Jefferson, WI

Since 2024, Vandewalle & Associates has served as the City of Jefferson's Planning Consultant, providing a range of planning, development review, and economic development services. Through the years, the firm has developed a strong working relationship with the City. In addition, Vandewalle & Associates prepared a comprehensive rewrite of the City's Zoning Code in 2019 and a Comprehensive Plan Update in 2021.

SERVICES:

- Provide development review for a variety of projects, including zoning and site plan review.
- Staff the Plan Commission and Common Council as needed, including preparing staff reports with recommended actions and conditions of approval.
- Provide zoning code interpretation and apply zoning regulations to a variety of development situations.
- Draft zoning text for code amendments and rewrites as needed.
- Coordinate with developers on projects moving through the City's public entitlements process, from application to public meetings and approvals.
- Guide TIF implementation and economic development initiatives.
- Provide guidance on best planning practice.
- Provide small area planning and urban design services, particularly for redevelopment sites within the City. Such as the Jefferson Economic Recovery Plan, Spangler Neighborhood Plan, and South Main.
- Development of the Food Innovation Campus, which has attracted Kikkoman Foods and V & V Supremo Foods as occupants and won Project of the Year by Thrive Economic Development and BizTimes.
- Helped facilitate the redevelopment of the former County Highway Shop (where the mixed-use City North by Virtus project is being built)
- Implementation of the City's Comprehensive Plan and Downtown Redevelopment Plan.

Village of Thiensville, WI

Since 2024, Vandewalle & Associates has served as the Village Planner for the Village of Thiensville, leading a variety of planning, development review, and economic development services.

REFERENCE:

Colleen Landisch-Hansen, Village Administrator

P: (262) 242-3720 | E: clandisch@thiensville.gov

SERVICES:

- Provide development review for a variety of projects, including zoning, site plan, and architectural approval.
- Staff the Plan Commission and Architectural Review Commission, as well as the City Council as needed, including preparing staff reports with recommended actions and conditions of approval.
- Provide zoning code interpretation and apply zoning regulations to a variety of development situations.
- Draft zoning text for code amendments and rewrites as needed.
- Provide guidance on best planning practice.
- Guide TIF implementation and economic development initiatives, including the coordination of an RFP and MOU process to redevelop Village-owned property.
- Currently completing a zoning code review for to identify deficiencies in the code and make recommendations for a future code re-write.
- Implementation of the City's Comprehensive Plan.

FIRM CLIENT REFERENCES



City of Lake Geneva, WI

The City of Lake Geneva is one of the upper Midwest's premier resort communities. It is also home to a sizable year-round population, as well as a variety of commercial, office, and service-based businesses.

REFERENCE:

Dave De Angelis, City Administrator

P: (262) 249-4098 | E: cityadmin@cityoflakegeneva.com

Vandewalle & Associates has been working as the City of Lake Geneva's planning consultant since 1986. The firm has prepared each of the City's Comprehensive Plans since 1991, most recently leading the 2020 ten-year update and annual amendment review process. The firm has also completed the City's first Bicycle and Pedestrian Plan in 2018 and various Park and Open Space Plan updates over the years.

In 2017, Jackie Mich provided planning support during a Building & Zoning Department vacancy, providing development review and preparing staff reports. In 2024-2025, she served as the City Planner during another vacancy. Services include:

SERVICES:

- Provided development review for a variety of projects, including zoning, site plan, and downtown design review
- Coordinated with developers on projects moving through the City's public entitlements process, from application to public meetings and approvals
- Led the staff development review team meetings, prepared agendas, tracked submittal materials, and published public hearing notices
- Provided guidance on best planning practice
- Staffed the Plan Commission, including preparing staff reports with recommended actions and conditions of approval
- Provided zoning code interpretation and applied zoning regulations to a variety of development situations
- Prepared zoning code amendments, coordinating input from multiple city departments
- Led the annual comprehensive plan amendment process

Now that the vacancy has been filled, Jackie continues to attend Plan Commission meetings and provide as-needed planning services to the City of Lake Geneva.

ZONING ADMINISTRATION SERVICES - SAMPLE REPORTS

STAFF MEMOS:

Village of Roscoe, IL

Digital Copy: [ZMA Main Street Districts](#)

City of Jefferson, WI

Digital Copy: [Design Review Walmart Addition](#)

Digital Copy: [Site Plan Review Supremo](#)

OTHER DOCUMENTS:

City of Neenah, WI

Digital Copy: [Zoning Issues and Evaluation Report](#)

City of Beloit, WI

Digital Copy: [Comprehensive Plan 2045](#)

PROJECT TEAM

Vandewalle & Associates. With offices in Madison and Milwaukee, our firm is comprised of nearly 20 talented professionals including community and regional planners; urban designers; housing, economic development, land use, and real estate specialists; and redevelopment experts. Our team brings a depth and breadth of experience, knowledge, skills, and perspective to the City of Berlin.

Our firm's approach to overall management is guided through the designation of a project manager to oversee all aspects of the project - within the firm and directly with the client. Hilary Rottmann will serve as the City's primary planner, with Jackie Mich as Principal-in-Charge. They will be supported by Associate Planner Ben Rohr and GIS Planner Dan Eckberg. Together, this team has led successful planning initiatives across Wisconsin—from comprehensive plans and zoning updates to outdoor recreation plans and redevelopment strategies.

PROJECT TEAM ORGANIZATIONAL STRUCTURE

HILARY ROTTMANN, AICP



ROLE: Primary Planner, Client Communications, Primary Point of Contact, Municipal Planning Expertise

JACKIE MICH, AICP



ROLE: Principal-in-Charge, Land Use Planning and Planning Services

BEN ROHR, AICP



ROLE: Associate Planner, Municipal Planning and Zoning Expertise

DAN ECKBERG, AICP



ROLE: GIS Planner, Zoning and Official Mapping

HILARY ROTTMANN, AICP

ASSOCIATE PLANNER

Hilary Rottmann, AICP is an Associate Planner at Vandewalle & Associates. With nearly a decade of diverse planning experience and a deep passion for sustainable and inclusive community development, she stands ready to contribute meaningful solutions and provide guidance to the communities and clients we serve. Her recent planning experience includes providing on-call planning services to the Village of Roscoe and the City of Jefferson, Wisconsin. She has also contributed to four zoning code rewrites and authored three Tax Incremental Financing (TIF) Plans, including one for the Village of East Dundee and two for the City of Middleton.

Over the course of her career, Hilary has worked within both the City of Beloit, Wisconsin and in Boone County, Illinois to build a solid foundation in comprehensive planning, zoning administration, project management, and public engagement. She has been an officer for HUD environmental reviews in Beloit and is active in historic preservation.

This experience has given her a strong grasp of municipal processes, interdepartmental coordination, and the responsibilities of serving both elected officials and the broader community. She regularly prepares detailed staff reports and recommendations, translating complex zoning and regulatory requirements into clear, actionable guidance for appointed and elected officials.

As a project manager, she handles multiple tasks, teams, and projects simultaneously while balancing deadlines to ensure timely and successful outcomes. This can include drafting ordinance amendments, managing environmental reviews, and guiding both developers and residents through the zoning and site plan review processes.

Public engagement is central to Hilary's work. She consistently pursues creative and inclusive strategies to connect with residents and stakeholders, empowering them to actively shape their futures. Seeking to advance equitable development and amplify voices that are not otherwise heard.



**VANDEWALLE &
ASSOCIATES INC.**
Madison . Milwaukee

Madison Office:

120 E Lakeside Street | Madison, WI 53715
(608) 255-3988
hrottmann@vandewalle.com

EDUCATION

- B.A. University of Illinois at Chicago (UIC), Chicago, Illinois
- Additional Professional Development courses include: Missing Middle Housing Solutions, Tribal Planning, Climate Resilience, Inclusive Transportation, and Public Health

PROFESSIONAL LICENSES & MEMBERSHIPS

- Member, American Institute of Certified Planners
- Member, American Planning Association (APA) & Wisconsin Chapter (APA-WI)
- Emerging Leader Certification, Cities & Villages Mutual Insurance 2024

PROFESSIONAL MUNICIPAL REFERENCES

Village of Roscoe, Illinois

As an Associate Planner with Vandewalle & Associates, Hilary is currently the consulting Zoning Administrator for the Village of Roscoe, IL. In that role, she:

- Regularly prepares Zoning Board of Appeals agendas and staff reports, including recommended actions and conditions of approval.
- Coordinates projects through the development review, building permit, and construction process, managing developer communications, preliminary meetings, and Village meetings.
- Provides clear, actionable guidance to both technical and non-technical stakeholders.
- Works with staff to identify and implement recommended code and process improvements that align with the community's goals and evolving needs.

Reference:

Carol Gustafson, Village President
P: (815) 623-2829, ext. 102
E: cgustafson@RoscoeIL.gov

City of Beloit, Wisconsin

Prior to joining Vandewalle & Associates, Hilary was Planner II for the City of Beloit for seven years. In that role, she experienced the wide range of roles and demands of a municipal planner. In that role, she effectively performed complex tasks, which included:

- Serving as the lead planner on a variety of high-profile development projects, reviewing residential, multi-family, commercial, and industrial proposals for compliance with City plans, zoning ordinances, and broader community goals. Notably led the Planned Unit Development review for Henry Dorrbackers, an adaptive reuse project transforming a portion of an industrial building into an adult arcade and entertainment venue. Which was a unique project requiring thoughtful coordination and creative zoning solutions. Additionally, reviewed multiple site plans and PUD applications for the expansion of NorthStar's radioisotope headquarters, who is a significant employer and innovator in the region. Authored staff reports and provided planning support for workforce housing initiatives, helping to advance community housing goals.
- Working closely with City staff across multiple departments to ensure alignment between planning goals and departmental priorities. She is recognized as a trusted partner in cross-departmental coordination, helping to streamline review processes, resolve potential conflicts early, and support well-informed development outcomes.
- Assisted with planning, floodplain administration, zoning, and economic development inquiries on a regular basis.
- Representing the City of Beloit in various public forums, including Plan Commission, Landmarks Commission, Downtown Beloit Association, and City Council meetings. She is experienced in presenting staff reports, leading community engagement efforts, and skilled at communicating complex planning concepts in a clear, accessible way to support informed community participation.

References:

Drew Pennington AICP
Economic Development Director
P: (608) 364-6610 |
E: penningtond@beloitwi.gov
Shauna El-Amin, MSARP
Executive Director
P: (608) 313-1370
E: shauna@downtownbeloit.com

Additional Professional References

HENDRICKS COMMERCIAL PROPERTIES

Daniel M. Barkes, Vice President – Economic Incentives | P: (608) 247-1192 | E: Dan.Barkes@hendricksgroup.net

CCI, CORPORATE CONTRACTORS, INC.

Pete Woodkey, Project Manager | E: Pete.Woodkey@cciwi.com

VISIT BELOIT AND BELOIT LANDMARKS COMMISSION

Celestino Ruffini, CEO & Chairperson | A: 656 Pleasant St, Beloit, WI 53511 | E: celestino@visitbeloit.com

JACKIE MICH, AICP

PRINCIPAL PLANNER
DIRECTOR OF MILWAUKEE OFFICE

As Director of V&A's Milwaukee office, Principal Planner Jackie Mich leads a diverse portfolio of redevelopment and implementation projects across the Greater Milwaukee area. She heads the Milwaukee team in redevelopment planning, community planning, and bicycle and pedestrian planning, bringing deep expertise and strategic insight to each of her projects.

Jackie's work spans community planning, zoning assistance, economic development implementation, transportation planning, and project management. She has managed a wide range of economic development efforts in the Village of Slinger, including the Downtown Slinger Vision & Strategy and the creation of Slinger's Redevelopment District No. 2.

Her leadership has extended to neighborhood revitalization projects for LISC Milwaukee, where she conducted market analyses for the Fond Du Lac & North Area, Clarke Square Neighborhood, and the Near West Side. She also developed marketing materials for the King Drive Business Improvement District. She currently serves on the Economic Development Corporation for the Uptown Crossing BID in Milwaukee.

She was the project manager for Envision Elk Grove: The Community Revitalization Master Plan, a multi-year initiative that helped Elk Grove Village, Illinois, shape a forward-looking vision for its industrial and commercial districts.

Jackie has led over 15 ten-year Comprehensive Plan updates for communities across Wisconsin, including Greenfield, Brookfield, Manitowoc, Lake Geneva, Shorewood, Bayside, and Altoona. Her experience also includes numerous park and open space plans.

Over her decade-plus with the firm, Jackie has served as interim city planner for Franklin, Whitewater, Lake Geneva, and Monroe, and has completed three full zoning ordinance rewrites. She currently provides on-call planning services to several communities in southern Wisconsin.

A passionate bicycle advocate, Jackie has led the development of bicycle and pedestrian plans for Portage County, Lake Geneva, and Glendale, and contributed to public engagement efforts for Madison in Motion: The Sustainable Madison Transportation Master Plan.



EDUCATION

- M.S. Urban and Regional Planning
University of Wisconsin - Madison
Wisconsin
- B.A. History / Spanish
University of Wisconsin - Madison
Wisconsin

PROFESSIONAL LICENSES & MEMBERSHIPS

- Member, American Institute of Certified Planners (AICP)
- Member, American Planning Association (APA) & Wisconsin Chapter (APA-WI)
- Excellence in Planning Award for "Village of Oregon Sign Code" – APA-WI Chapter, 2017
- American Institute of Certified Planners Outstanding Planning Student Award (2013)
- American Planning Association-Wisconsin Chapter Scholarship (2011-2013)

BEN ROHR, AICP

ASSOCIATE PLANNER

Ben Rohr is an Associate Planner at Vandewalle & Associates and works on a variety of Growth Management projects. In this role he provides planning services to municipalities in the form of comprehensive planning, park and open space planning, development review, zoning and sign ordinance rewrites and amendments, redevelopment planning, GIS mapping, grant writing, and many other services. Ben is also a firm leader in participatory strategies, techniques, and integration that leverage available resources to maximize public input and involvement in various planning processes. Ben was accredited by the American Planning Association with his AICP credentials in 2019.

Since joining V&A, Ben has been the project manager for 30+ projects including Comprehensive Plan updates, Park and Open Space Plan updates, Housing Reports, redevelopment planning and implementation, full zoning and sign ordinance rewrites, minor zoning ordinance amendments, and TIF District plans and amendments, among others.

Prior to joining V&A, Ben worked as a Land Use Planner for Region 1 Planning Council in Rockford, IL where he focused on both short- and long-range land use planning projects including a full rewrite of the Boone County Comprehensive Plan, the City of Loves Park Comprehensive Plan, and the Rockford Regional Bicycle and Pedestrian Study. Ben also worked as a Planner/GIS Specialist for Southwestern Wisconsin Regional Planning Commission in Platteville, WI, and held multiple planning internships during undergraduate and graduate school at the City of West Allis, Southwestern Wisconsin Regional Planning Commission, and the City of Janesville.

In all of these roles, Ben has worked to actively foster public engagement, more efficiently integrate government systems, and establish links between planning, public health, sustainability, and equity. He is passionate about utilizing planning to make smarter decisions, effectively leverage available assets, and better the community as a whole.



EDUCATION

- M.U.P. Urban Planning
University of Wisconsin - Milwaukee
Milwaukee, WI
- B.S. Geography, Minor in Urban and
Area Development
University of Wisconsin - Whitewater
Whitewater, WI

PROFESSIONAL LICENSES & MEMBERSHIPS

- American Planning Association AICP Accreditation
- Member, American Planning Association, State and National Chapters

AWARDS & RECOGNITION

- Award Winner: 2020 APA-WI Excellence in Planning Award, "City of Wausau Zoning Code and Zoning Map"
- 2022 APA Wisconsin Conference Session Presenter
- 2022 Wisconsin Municipal League Conference Presenter
- 2023 WEDA Conference Presenter

DAN ECKBERG, AICP

GIS PLANNER

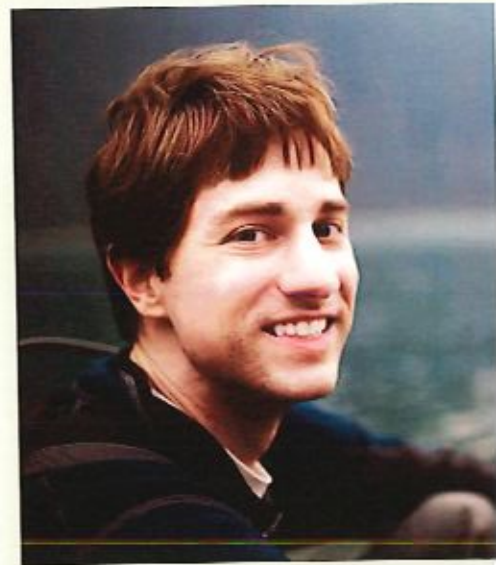
Dan Eckberg is a native of southeast Minnesota, and a GIS Planner who specializes in temporal and spatial data analysis.

Dan has extensive experience with ESRI ArcGIS software packages and utilizes this knowledge to analyze and map geospatial data for a range of planning projects.

Dan has worked on a variety of projects while at Vandewalle. These include identifying developable land for a comprehensive housing feasibility analysis in Delavan and East Troy, Wisconsin, creating environmental site suitability basemaps for developers, mapping natural hazards for the Grant County, WI Hazard Mitigation Plan, evaluating bike trail routes for the Village of Oregon, analyzing demographics of food deserts in Freeport, Illinois, designing and creating a database of potential Brownfield sites for the City of Janesville, creating and editing numerous comprehensive plan maps, and mapping Environmental Justice populations and developing novel approaches for ensuring NEPA compliance for DOT highway studies.

He is also a licensed commercial Unmanned Aircraft System (drone) pilot registered with the FAA and is able to provide clients with high quality aerial video footage and photography.

Prior to joining Vandewalle & Associates, Dan worked as a GIS research assistant at the Minnesota Population Center where he helped update digital United States census tract boundaries in the National Historic Geographic Information System (NHGIS). Before that, Dan worked at East View Geospatial and held an internship with U-PLAN, a community planning group for the Frogtown/Rondo neighborhood of St. Paul, Minnesota. In the latter position, Dan helped design a traffic impact analysis for the neighborhood using the CommunityViz extension of ArcGIS.



EDUCATION

- B.A. Geography (City Systems)
Minor - Geographic Information Systems
University of Minnesota -
Minneapolis, MN

PROFESSIONAL LICENSES & MEMBERSHIPS

- Member, American Institute of Certified Planners (AICP)
- Member, American Planning Association
- Commercial SUAS (Drone) Remote Pilot Certification
FAA 2018-Present

AWARDS AND RECOGNITION

- Excellence in Planning Award,
"Madison Metropolitan School District Enrollment Projections: 2017-2037 - APA-WI Chapter, 2018"
- Guest Lecturer (Applications of GIS in Planning) - University of Wisconsin-Madison, 2012

PROPOSED FEE STRUCTURE

VANDEWALLE & ASSOCIATES IS FOCUSED ON PROVIDING THE CITY OF BERLIN WITH ON-CALL ZONING ADMINISTRATIVE SERVICES THAT PROVIDE EXCELLENT VALUE, CLEAR DIRECTION, AND DESIRED SUPPORT.

This will be accomplished through expert project management and reliance on City staff to complete certain tasks as described in the City's Request for Proposal and detailed in the City Role Expectations section of this proposal.

PROPOSED FEE STRUCTURE. Costs will be billed monthly on a time and materials basis, not to exceed total contract amount. Costs quoted in this proposal will be honored for a minimum of 90 days from the date of submission.

Tasks beyond those identified in the final contract will be completed through a Work Order and billed on a time and materials basis.

V&A FEE SCHEDULE

Project Team Hourly Rates			
Hilary Rottmann, AICP, Associate Planner	\$160	Ben Rohr, Associate Planner	\$150
Jackie Mich, AICP, Principal Planner	\$200	Dan Eckberg, GIS Planner	\$125

Billing Rates by Position			
Principal	\$200 to \$325	Other Charges: Invoice charges to the client consist of (1) Professional fees rendered at current billing rates (2) Reimbursable expenses billed at cost multiplied by 1.1 (3) Technology/Software expenses billed at \$50/month	
Associate	\$150 to \$180		
Assistant	\$110 to \$135		
GIS Technician/Specialist	\$110 to \$135	Expense	Cost
Communications Specialist	\$90 to \$125	Mileage	IRS Rate
Project Assistant	\$65 to \$100	Printing and Postage	Cost plus 10%



STATEMENT OF NO CONFLICT OF INTEREST AND NONDISCRIMINATION

STATEMENT OF NO CONFLICT OF INTEREST

Vandewalle & Associates affirms that it has no existing or potential conflict of interest that would prevent or impair our ability to provide municipal planning services to the City of Berlin. We are not currently engaged in any contractual, financial, or professional relationship that would compromise our objectivity, independence, or commitment to the City's best interests.

Should any potential conflict arise during the course of our engagement, Vandewalle & Associates will promptly disclose such circumstances to the City and take appropriate steps to resolve the matter in accordance with professional standards and ethical guidelines.

STATEMENT OF NONDISCRIMINATION

Vandewalle & Associates is committed to providing services in a manner that is inclusive, equitable, and free from discrimination. We do not discriminate on the basis of race, color, religion, national origin, sex, age, disability, sexual orientation, gender identity, marital status, veteran status, or any other protected characteristic under applicable federal, state, or local laws.

We uphold these principles in our hiring practices, workplace culture, client interactions, and public engagement efforts. Our team is dedicated to fostering respectful collaboration and ensuring that all individuals and communities are treated with dignity and fairness.

Signed:

Jackie Mich, AICP
Vandewalle & Associates
Principal Planner, Director of Milwaukee Office

STATEMENT OF INSURANCE COVERAGE

Vandewalle & Associates maintains comprehensive insurance coverage appropriate for the professional services contemplated under this proposal. Our current insurance coverages include:

- Commercial General Liability, Automobile Liability, and Business Umbrella Coverage through American Family Insurance Company
- Workers Compensation Insurance with statutory coverage through Society Insurance
- Professional Liability (Errors and Omissions) Insurance through The Hanover Insurance Group

These policies are maintained in amounts consistent with industry standards for consulting and planning services. Certificates of Insurance and evidence of coverage can be provided upon request and prior to contract execution.

This coverage enables Vandewalle & Associates to meet the insurance requirements outlined in the City of Berlin's Request for Proposals for Zoning Administration Services.



CITY ROLE EXPECTATIONS

A COLLABORATIVE PARTNERSHIP

VANDEWALLE & ASSOCIATES (V&A) IS COMMITTED TO WORKING CLOSELY WITH CITY STAFF. WE BELIEVE THAT REGULAR COMMUNICATION, TRANSPARENCY, AND SHARED RESPONSIBILITIES ARE KEY TO A SUCCESSFUL AND COST-EFFECTIVE PLANNING EFFORT.

REGULAR STAFF-CONSULTANT COMMUNICATION

V&A will:

- Maintain consistent correspondence with City staff
- Provide project tracking updates and document reviews
- Maximize the value of meeting time through clear agendas and focused discussions
- Monitor billing to stay aligned with available resources

CITY RESPONSIBILITIES

To enhance efficiency and manage costs, City staff are asked to support the planning process by:

- Local Insight & Information Sharing
 - *Provide detailed knowledge of community dynamics, key issues, and property owner perspectives*
 - *Share existing plans, ordinances, inventories, and digital mapping data relevant to the planning process*
- Development Review & Feedback
 - *Participate in development review process, attending meetings and reviewing development submittals as it pertains to each department's area of expertise*
 - *Advise and respond to questions from V&A related to development review*
 - *Provide timely, professional feedback to V&A and applicants, as needed*
- Logistics & Meeting Support
 - *Print, copy, and distribute documents and materials*
 - *Provide meeting refreshments and post official notices as required by state law*
 - *Reserve meeting spaces, confirm dates/times, and ensure ADA accommodations*
- GIS & Mapping Coordination
 - *Share relevant GIS shapefiles and mapping data*
 - *Notify V&A of any updates or changes to base data*

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: Business Associate Agreement and Employee Benefits Agreement with Vizance
MEETING DATE: October 6, 2026

BACKGROUND

Vizance provides consulting and brokerage services to the City of Berlin in connection with employee benefits. These agreements were reviewed by the City Attorney and all of his suggested revisions and additions were accepted and incorporated into this agreement by Vizance. These agreements will terminate should the City designate a new broker or give 60 or 90 days notice of termination.

SUGGESTED MOTION

Motion to recommend to the Common Council approval of the Business Associate Agreement and Employee Benefits Services Agreement with Vizance as presented.

Business Associate Agreement

Vizance, Inc.

This Business Associate Contract ("Agreement") is entered into by and between Vizance Inc., as the sponsor of a group health plan for employees of Vizance, Inc., ("Covered Entity") and City of Berlin ("Business Associate") effective as of October 1, 2026.
[Business Associate] [Date]

WHEREAS Covered Entity is a group health plan as defined in the administrative simplification provisions under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 CFR § 160.103.

WHEREAS Business Associate is a business associate of a Covered Entity as defined in the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules (the "HIPAA Rules").

WHEREAS Business Associate has been retained by the Covered Entity to perform a function or activity on behalf of the Covered Entity that requires that the Business Associate have access to Protected Health Information (PHI).

WHEREAS Covered Entity desires to receive satisfactory assurances from the Business Associate that it will comply with the obligations required of business associates by the Standards for Privacy of Individually Identifiable Health Information, the Security Standards for the Protection of Electronic Protected Health Information and the Breach Notification and Enforcement Rules set forth in 45 C.F.R. Parts 160 and 164 (together the "HIPAA Rules").

WHEREAS the parties wish to set forth their understandings with respect to the use and disclosure of PHI by the Business Associate in performance of its obligations.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the parties hereby agree as follows:

A. DEFINITIONS

Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning ascribed to those terms in the HIPAA Rules.

B. USE AND DISCLOSURE OF PHI

Covered Entity hereby grants Business Associate permission to use, disclose, and request from third parties PHI on behalf of Covered Entity or an organized health care arrangement in which the Covered Entity is a member in order to:

1. Perform or assist in performing a function or activity regulated by the HIPAA Privacy or HIPAA Security Rule, including, but not limited to, claims processing or administration, data analysis, utilization review, quality assurance, billing, benefit management, practice management, re-pricing, renewal or replacement of a contract; conducting planning-related analysis related to managing the employee benefit plans; and customer service.

2. Assist the Covered Entity's other business associates retained to provide legal advice, accounting, actuarial, consulting, data aggregation, management, administration, accreditation, or financial services to the Covered Entity or to an organized health care arrangement in which the Covered Entity participates.
3. Allow Business Associate to properly manage and administer the Business Associate's organization or to carry out the legal responsibilities of the Business Associate.
4. Perform functions, activities, or services for, or on behalf of, Covered Entity as specified above, except as otherwise limited by this Agreement or if such use or disclosure would violate the HIPAA Privacy or HIPAA Security Rule if done by the Covered Entity.

C. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

1. **Use and Disclosure of PHI.** Business Associate shall not use or further disclose PHI other than as permitted by this Agreement or as required by law. To the extent practicable, Business Associate shall limit its use or disclosure of PHI or requests for PHI to a limited data set, or if necessary, to the minimum necessary to accomplish the intended purpose of such use, disclosure or request.
2. **Safeguards.** Business Associate shall use appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Agreement, including establishing procedures that limit access to PHI within its organization to those employees with a need to know the information. Business Associate agrees that it will implement appropriate administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of the Covered Entity, as required by the HIPAA Security Rule.

Business Associate acknowledges that the requirements of 45 C.F.R. Sections 164.308, 164.310 and 164.312 applicable to such administrative, physical and technical safeguards apply to Business Associate in the same manner that such sections apply to Covered Entity. Further, Business Associate shall implement, and maintain in written form, reasonable and appropriate policies and procedures to comply with the standards, implementation specifications or other requirements of the HIPAA Security Rule, in accordance with 45 C.F.R. Section 164.316, which applies to Business Associate in the same manner that such section applies to Covered Entity.

3. **Unauthorized Disclosures of PHI.** Business Associate shall, within ten (10) business days of becoming aware of a disclosure of PHI in violation of this Agreement by Business Associate, its officers, directors, employees, contractors, or agents or by a third party to which Business Associate disclosed PHI (including a subcontractor), report to Covered Entity any such disclosure. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of the unauthorized disclosure.

This section shall also apply to any breach of unsecured PHI, as defined by the applicable regulations. Notice of any such breach shall include the identification of any individual whose unsecured PHI has been, or is reasonably believed by Business Associate, to have been accessed, acquired or disclosed during such breach and any other information required by the applicable regulations.

4. **Security Incidents.** Business Associate shall promptly report to Covered Entity any Security Incident of which it becomes aware, in accordance with the HIPAA Security Rule.
5. **Agreements with Third Parties.** Business Associate agrees to ensure that any agents and Subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate with respect to Business Associate's relationship with Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
6. **Access to Information.** Within ten (10) business days of a request by the Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained in a Designated Record Set and in accordance with the requirements of 45 C.F.R. Section 164.524. In the event any individual requests access to PHI directly from the Business Associate, Business Associate shall respond to the request for PHI within ten (10) business days. Any denials of access to the PHI requested shall be the responsibility of the Business Associate.
7. **Availability of PHI for Amendment.** Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by Covered Entity.
8. **Inspection of Books and Records.** Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to the Covered Entity, or at the request of the Covered Entity, to the Secretary of the U.S. Department of Health and Human Services or its designee (the "Secretary"), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with HIPAA.
9. **Accounting of Disclosures.** Business Associate agrees to maintain and make available to the Covered Entity an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual made in accordance with 45 CFR Section 164.528. Business Associate shall provide an accounting of disclosures made during the six (6) years prior to the date on which the accounting is requested (or during the three (3) years prior to the date the accounting is requested for PHI maintained in an electronic health record, beginning on the applicable effective date pursuant to the American Recovery and Reinvestment Act of 2009). At a minimum, the accounting of disclosures shall include the following information:
 - a. Date of disclosure,
 - b. The name of the person or entity who received the PHI, and if known, the address of such entity or person,
 - c. A brief description of the PHI disclosed, and
 - d. A brief statement of the purpose of such disclosure which includes an explanation of the basis of such disclosure.

In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall respond to the request within ten (10) business days. Any denials of a request for an accounting shall be the responsibility of the Business Associate. Business

Associate agrees to implement an appropriate recordkeeping process to enable it to comply with the requirements of this section.

10. **Remuneration in Exchange for PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI without a valid authorization permitting such remuneration, except as permitted by law.

D. OBLIGATIONS OF COVERED ENTITY

1. Covered Entity shall comply with each applicable requirement of the HIPAA Privacy and Security Rules.
2. Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice.
3. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR Section 164.522.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entity.

F. TERMINATION

1. **Term.** The Term of this Agreement becomes effective on October 1, 2026 and remains in effect until terminated in accordance with Section F(2) of the Agreement.

2. **Termination.** This Agreement shall be terminated only as follows:

- a. **Termination for Cause by Covered Entity**

This Agreement may be terminated by the Covered Entity upon fifteen (15) business days' written notice to the Business Associate in the event that the Business Associate breaches any provision contained in Section C of this Agreement and such breach is not cured within such fifteen (15) day period.

- b. **Termination for Cause by Business Associate**

This Agreement may be terminated by the Business Associate upon fifteen (15) business days' written notice to the Covered Entity in the event that the Covered Entity breaches any provision contained in Sections D or E of this Agreement and such breach is not cured within such fifteen (15) day period.

c. Termination Due to Change in Law

Either party may terminate this Agreement effective upon thirty (30) days advance written notice to the other party in the event that the terminating party has sought amendment of this Agreement pursuant to Section G(1) and no amendment has been agreed upon.

d. Termination Without Cause

Either may terminate this Agreement for any reason effective upon ninety (90) days advance written notice to the other party.

3. Return or Destruction of PHI

Upon termination of this Agreement, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that the Business Associate maintains in any form. Business Associate shall retain no copies of the PHI.

Notwithstanding the above, to the extent that the Business Associate determines that it is not feasible to return or destroy such PHI, the terms and provisions of Sections A, B, C and D shall survive termination of this Agreement and such PHI shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such PHI. When the PHI is no longer needed by the Business Associate, the Business Associate shall return the PHI to Covered Entity or shall destroy it.

G. **GENERAL PROVISIONS**

1. Amendment. This Agreement may be amended only by the mutual written agreement of the parties. The parties agree to take such action to amend this Agreement from time to time as is necessary for the Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules.
2. Indemnification. Business Associate shall release, indemnify and hold Covered Entity harmless from and against any claims, fees, and costs, including, without limitation, reasonable attorneys' fees and costs, which are related to Business Associate's failure to perform its obligations under this Agreement. Covered Entity shall release, indemnify and hold Business Associate harmless from and against any claims, fees, and costs, including without limitation, reasonable attorneys' fees and costs, which are related to Covered Entity's alleged improper use or disclosure of PHI or other breach of this Agreement.
3. Remedies. The parties acknowledge that breach of Sections B, C, D or E of this Agreement may cause irreparable harm for which there is no adequate remedy at law. In the event of a Breach, or if either party has actual notice of an intended Breach, such party shall be entitled to a remedy of specific performance and/or injunction enjoining the other party from violating or further violating this Agreement. The parties agree the election of the party to seek injunctive relief and or specific performance of this Agreement does not foreclose or have any effect on any right such party may have to recover damages.

4. **Survival.** Business Associate's obligation to limit its use and disclosure of PHI as set out in Section C survive the termination of this Agreement so long as Business Associate has PHI received during the performance of its services as described in this Agreement.
5. **Governing State Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin. To the extent the laws and regulations of the State of Wisconsin are more stringent than the HIPAA Rules, any use or disclosure of PHI by Business Associate shall be made in accordance with such laws and regulations.
6. **Successors and Assigns.** Neither this Agreement nor any of the rights, benefits, duties, or obligations provided herein may be assigned by any party to this Agreement without the prior written consent of the other party.
7. **Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any rights or remedies in any third party.
8. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity and/or Business Associate, as applicable, to comply with the HIPAA Rules.
9. **Notices.** Any notice given under this Agreement must be in writing and delivered via first class mail, via reputable overnight courier service, or in person to the parties' respective addresses as first written above or to such other address as the parties may from time to time designate in writing.
10. **Entire Agreement.** This Agreement constitutes the entire agreement between Covered Entity and Business Associate and supersedes all prior negotiations, discussions, representations, or proposals, whether oral or written, unless expressly incorporated herein, related to the parties responsibilities and obligations under the HIPAA Rules with respect to the use and disclosure of PHI.
11. **Public Records Responsibilities.**

The Parties agree to the public records responsibilities terms attached as Exhibit A of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement.

Vizance Inc.

City of Berlin

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

Exhibit A

Public Records Responsibilities Contract Terms

The Business Associate and Covered Entity recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, the Covered Entity and Business Associate agree as follows. When the Covered Entity receives public records requests for matters that the Covered Entity believes might be proprietary or confidential information, the Covered Entity will notify Business Associate of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Business Associate shall either provide the Covered Entity with the record that is requested, for release to the requestor; or Business Associate shall advise the Covered Entity that Business Associate objects to the release of the requested information, and the basis for the objection. If for any reason the Covered Entity concludes that the Business Associate is obligated to provide a record to a requestor that is in Business Associate's possession, Business Associate shall provide such records to the Covered Entity immediately upon the Covered Entity's request. Business Associate shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Business Associate 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 Covered Entity, its officers, agents, employees and independent Contractors growing out of (i) the Covered Entity's denial of a records request, based upon objections made by Business Associate, or (ii) Business Associate's failure to provide records to the Covered Entity upon the Covered Entity's request; or (iii) the Covered Entity's charges made to a records requestor, based upon reimbursement of costs Business Associate charged to the Covered Entity in responding to a records request; or (iv) the Covered Entity's lack of timely response to a records request, following Business Associate's failure to timely respond to the Covered Entity as required herein; or (v) the Covered Entity's provision of records to a requestor that were provided to the Covered Entity by Business Associate in response to a records request. Business Associate's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that the Covered Entity may provide all requested documents, programs, data, and other records to the requestor, upon failure by Business Associate to defend, indemnify or hold harmless the Covered Entity as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

Employee Benefits Service Agreement

Vizance, Inc.

This service agreement ("Agreement") is entered into by and between City of Berlin ("Client") and Vizance, Inc. ("Vizance").

Whereas Client has retained Vizance to provide consulting and brokerage services for and in connection with its employee benefit programs; and

Whereas, Vizance has knowledge and experience assisting employers in servicing employee benefit plans and Client wishes for Vizance to provide such assistance; and

Whereas Vizance and the Client wish to set forth their respective expectations for and in connection with the servicing of Client's employee benefit plans.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged and agreed upon, the parties hereby agree as follows:

1. Vizance Services

- a. Scope of Services. Vizance agrees to service the employee benefits plans and programs for which Vizance is the agent of record by assisting with certain marketing, plan implementation, and administrative functions such as compiling census data, facilitating enrollment, and furnishing forms, documents, and other information to Client, insurers, participants, and others. (hereinafter "Services"). Client acknowledges and agrees that the scope and level of Services will be determined based upon Client's business needs and objectives.
- b. Legal and Tax Services. Client acknowledges and agrees that any reports, materials, data and other information provided by Vizance is not intended as and should not be relied upon as accounting, legal, or tax advice. In all instances, Vizance recommends that Client seek independent advice on such matters from professional accounting, legal, and tax advisors and practitioners.

2. Client's Responsibilities

- a. Client Information. Client will make available (or cause its agents, consultants, or vendors to make available) such reasonable information, materials and/or data as required for Vizance to perform the Services under this Agreement. Client agrees that such information, materials and/or data will be made available as promptly as possible following a request by or on behalf of Vizance. Client further agrees to notify Vizance as soon as possible of any proposed changes to an employee benefit plan or amendment to the legal documents governing an employee benefit plan to the extent that the proposed change or amendment would affect Vizance in the performance of its obligations under this Agreement.
- b. Accuracy of Client Information. Client is solely responsible for the accuracy and completeness of any information, materials or data that it provides to Vizance and/or to insurers, underwriters, or other third parties as necessary for performance of the Services under this Agreement. Vizance shall not be responsible to independently verify the accuracy or completeness of any information, materials or data Client provides and shall be entitled to rely on such information, materials and/or data. Vizance shall not be liable for any errors, deficiencies or omissions in any Services provided to Client under this Agreement caused,

Employee Benefits Service Agreement

Vizance, Inc.

contributed to, or in connection with the non-furnishing, inaccuracy and/or incompleteness of information, materials and/or data provided by Client to Vizance.

- c. **Enrollment/Disenrollment Information.** Client will furnish information, forms and/or data required for Vizance to perform enrollment Services under this Agreement. Client is solely responsible for the accuracy and completeness of the enrollment and disenrollment information, forms, and data furnished to Vizance. Client is also solely responsible for reviewing billing, invoices, and any other enrollment documentation to verify the carrier and/or third-party administrator has timely and correctly processed the enrollment or disenrollment. Vizance shall not be responsible to independently verify the accuracy or completeness of any information, forms or data Client provides or to independently verify the timely and accurate processing of such information, forms, or data by a carrier or third-party administrator. Vizance shall not be liable for any claims arising from or related to any enrollment in or disenrollment (termination) of coverage caused, contributed to, or in connection with the non-furnishing, inaccuracy and/or incompleteness of information, forms, or data provided by Client or the untimely or inaccurate processing by a carrier or third-party administrator.

3. Term and Termination

- a. **Term.** This Agreement shall be effective as of 10/1/26 and shall continue in effect until Client designates a broker other than Vizance as its exclusive broker of record, or the Agreement is terminated in accordance with Section 3(b) below, whichever is earlier. Upon written notice from the Client to Vizance that the Client designates a broker other than Vizance as its exclusive broker of record, this Agreement shall terminate immediately.
- b. **Termination.** Client or Vizance may terminate this Agreement at any time, with or without cause, upon 60 days' prior written notice to the other party.

4. Record Keeping

Vizance will maintain accurate and current files including, but not limited to, insurance policies and correspondence with insurers or brokers in accordance with industry standard record retention practice.

5. Confidentiality

- a. **Confidential Information.** Vizance and Client acknowledge that the nature of services provided by Vizance to Client may result in either party (the "Disclosing Party") disclosing to the other party (the "Receiving Party") certain of Disclosing Party's information some of which may be of a confidential or proprietary nature (hereinafter "Confidential Information"). For purposes of this Agreement, Confidential Information shall mean any and all non-public information provided to the Receiving Party, which may include the Disclosing Party's product, marketing, pricing or financial strategies; client or prospective client information; employee information; proprietary business processes or technologies; financial information and/or trade secrets.

Employee Benefits Service Agreement

Vizance, Inc.

- b. Duties of the Receiving Party. In consideration of the Disclosing Party's disclosure of Confidential Information to the Receiving Party, the Receiving Party agrees as follows:
1. The Receiving Party shall take all reasonable steps to protect the confidentiality of the Confidential Information and shall not use the Confidential Information for any purpose other than the advancement of the services required under this Agreement.
 2. The Receiving Party shall not without prior written authorization from the Disclosing Party, publish or disclose to others any of the Confidential Information, except that Client expressly authorizes Vizance to disclose Client's Confidential Information to underwriters, insurers, insurance-related intermediaries and/or other third parties as necessary for the purpose of providing services pursuant to this Agreement.
 3. At the Disclosing Party's written request, the Receiving Party shall return to the Disclosing Party any and all records or documents constituting Confidential Information except that the Receiving Party shall be permitted to retain an archival copy of the Confidential Information pursuant to its record retention and regulatory and legal compliance requirements. If return of the Confidential Information is not feasible, the Receiving Party shall maintain the Confidential Information pursuant to the terms of this Agreement.

6. Indemnification

Each party shall indemnify and hold harmless the other party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, damages, liabilities, penalties, punitive damages, expenses, reasonable attorneys' fees and cost of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification shall survive the termination of this Agreement.

7. Responsibility for Insurance Programs

Client acknowledges and agrees that Vizance: 1) is not obligated to utilize any particular insurer; 2) does not guarantee or make any representation or warranty that insurance can be placed on terms acceptable to Client; and 3) is not responsible for the solvency of any insurer or its ability or willingness to pay claims, return premiums, or other financial obligations.

8. Fiduciary Responsibility

Client acknowledges and agrees that: (i) Vizance shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; (ii) Vizance shall exercise no authority or control with respect to management or disposition of the assets of Client's employee benefit plans; and (iii) Vizance shall perform services pursuant to this Agreement in a non-fiduciary capacity.

Employee Benefits Service Agreement

Vizance, Inc.

9. Governing Law

This Agreement shall be subject to and governed by the laws of the State of Wisconsin. Venue for any suit or other proceeding hereunder shall be properly placed in Waukesha County, Wisconsin, and both parties waive any objection to venue of any proceeding brought in a court of competent jurisdiction within Waukesha County, Wisconsin.

10. Public Records Responsibilities

The Parties agree to the public records responsibilities terms attached as Exhibit A of this Agreement.

CITY OF BERLIN

By: _____

Print Name: _____

Title: _____

Date: _____

VIZANCE, INC.

By: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A
Public Records Responsibilities Contract Terms

The Vizance and Client recognize that applying applicable Wisconsin public records laws to particular records requests can be difficult, in light of copyright and other confidentiality protections. To ensure that applicable laws are followed, both with regard to private rights, and with regard to public records laws, the Client and Vizance agree as follows. When the Client receives public records requests for matters that the Client believes might be proprietary or confidential information, the Client will notify Vizance of the request. Within three (3) days of such notification (subject to extension of time upon mutual written agreement), Vizance shall either provide the Client with the record that is requested, for release to the requestor; or Vizance shall advise the Client that Vizance objects to the release of the requested information, and the basis for the objection. If for any reason the Client concludes that Vizance is obligated to provide a record to a requestor that is in Vizance's possession, Vizance shall provide such records to the Client immediately upon the Client's request. Vizance shall not charge for work performed under this paragraph, except for the "actual, necessary and direct" charge of responding to the records request, as that is defined and interpreted in Wisconsin law.

In addition to, and not to the exclusion or prejudice of, any provisions of this agreement or documents incorporated herein by reference, Vizance 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 Client, its officers, agents, employees and independent Contractors growing out of (i) the Client's denial of a records request, based upon objections made by Vizance, or (ii) Vizance's failure to provide records to the Client upon the Client's request; or (iii) the Client's charges made to a records requestor, based upon reimbursement of costs Vizance charged to the Client in responding to a records request; or (iv) the Client's lack of timely response to a records request, following Vizance's failure to timely respond to the Client as required herein; or (v) the Client's provision of records to a requestor that were provided to the Client by Vizance in response to a records request. Vizance's claims of proprietary rights, or any other copyright or confidentiality claims, shall be waived such that the Client may provide all requested documents, programs, data, and other records to the requestor, upon failure by Vizance to defend, indemnify or hold harmless the Client as required herein, and/or upon judgment of a court having jurisdiction in the matter requiring release of such records.

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

TO: Common Council
FROM: Jessi Balcom, City Administrator
AGENDA ITEM: The Future of Berlin Aquatic Center -- Pool Facility Reuse Proposals
MEETING DATE: October 6, 2026

BACKGROUND

The Common Council issued RFP No. 01 Aquatic Center: The Future of the Berlin Aquatic Center – Pool Facility Reuse Proposal on June 15, 2026 with a due date of September 14, 2026. Two proposals were received.

Burbach Aquatics – Proposal for Professional Services for the City of Berlin Aquatic Center Reuse
Williams Architects – Berlin Aquatic Center Pool Facility Reuse

Both of the proposals received propose to guide the City through the process of determining what the future use of the facility/property should be – they do not propose a specific use. While moving forward with a guided decision-making process that seeks community input could be beneficial; it was staff's understanding that the Council's intent was to gather proposals that provided a specific project or use that could be implemented.

The RFP stated:

1. Introduction & Background

City of Berlin invites qualified firms and organizations to submit proposals to address the future of the Berlin Aquatic Center. The Berlin Aquatic Center, 255 Webster Street, (public pool) was originally constructed in 1992. The facility includes bathhouse, below ground mechanical building, two surge tanks and pool vessel. The pool vessel has zero-depth entry, slide plunge area, six 25-yard lap lane area and a diving well. The facility also has deck area, lighting, fencing, site utilities, and parking. The pool has experienced deterioration, please see the attached "Evaluation Summary of Existing Outdoor Swimming Pool Facility" completed by Ramaker in August 2024. The Aquatic Center will be closed for the 2026 season.

The City seeks proposals:

- Propose an option/use for the pool/site. Options may include ownership by a private entity, non-profit organization or the City of Berlin. Proposals are not required to, but may, continue the operation of the pool.

The City Council may award a proposal or not award a proposal at its sole discretion.

Staff is seeking direction from the Council as to whether or not the proposals received require further review and discussion or if the Council does not find them to be responsive to the intended request.

In past discussions, the Council has inquired about the timeline regarding referendum questions being put on the ballot of a future election. The chart below is for information purposes only. No referendum question has been proposed at this time.

Election	Election Date	Deadline for Filing	Council Meeting date prior to deadline
Spring Primary (if required) Statute 6.86 (1)(b) – Election Day – 3 rd Tuesday in February	February 16, 2027	Deadline for filing officer to receive referendum questions or petitions for referendum intended for the Spring Primary Ballot. Statute 8.37 – 70 days prior to the election. Tuesday, December 8, 2026	11/10/26
Spring Election Statute 5.02(21) – 1 st Tuesday in April	April 6, 2027	Deadline for filing officer to receive referendum questions or petitions for referendum intended for the Spring Election Ballot. Statute 8.37 – 70 days prior to the election. Tuesday, January 26, 2027	1/12/27
Partisan Primary Statute 5.02(125) – 2 nd Tuesday in August	Not scheduled in 2027	Not scheduled in 2027	
General Election Statute 5.02(5) – Tuesday after the 1 st Monday in November	Not scheduled in 2027	Not scheduled in 2027	
Spring Primary (if required) Statute 6.86 (1)(b) – Election Day – 3 rd Tuesday in February	February 15, 2028	Deadline for filing officer to receive referendum questions or petitions for referendum intended for the Spring Primary. Statute 8.37 – 70 days prior to the election. Tuesday, December 7, 2027	11/9/27
Spring Election Statute 5.02(21) – 1 st Tuesday in April	April 4, 2028	Deadline for filing officer to receive referendum questions or petitions for referendum intended for the Spring Election Ballot. Statute 8.37 – 70 days prior to the election. Tuesday, January 25, 2028	1/11/28
Partisan Primary Statute 5.02(125) – 2 nd Tuesday in August	August 8, 2028	Deadline for filing officer to receive referendum questions or petitions for referendum intended for the Partisan Primary Ballot. Statute 8.37 – 70 days prior to the election. Tuesday, May 30, 2028	5/9/28
General Election Statute 5.02(5) – Tuesday after the 1 st Monday in November	November 7, 2028	Deadline for filing officer to receive referendum questions or petitions for referendum intended for the General Election Ballot. Statute 8.37 – 70 days prior to the election. Tuesday, August 29, 2028	8/8/28 (Which also happens to be the Partisan Primary)

PROPOSAL FOR PROFESSIONAL SERVICES
FOR THE CITY OF BERLIN AQUATIC CENTER REUSE
BERLIN, WISCONSIN
SEPTEMBER 14, 2026

City of
Berlin
Wisconsin



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Email: support@burbachinc.com
Website: <https://burbachaquatics.com>

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FOR THE CITY OF BERLIN AQUATIC CENTER REUSE
BERLIN, WISCONSIN
SEPTEMBER 14, 2026**

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A. Cover Letter

September 14, 2026

TO: Jessi Balcom, City Administrator
City of Berlin
108 N Capton Street
P.O. Box 272
Berlin, WI 54923

RE: The Future of the Berlin Aquatic Center – Pool Facility Reuse Proposal

Dear Jessi,

Burbach Aquatics, Inc. (BAI) Architects & Engineers is pleased to submit this proposal to partner with the City of Berlin in evaluating the future of the Berlin Aquatic Center and exploring opportunities for the continued use of the facility and site.

After reviewing the RFP and attending the pre-proposal meeting, BAI understands that the Aquatic Center was closed for the 2026 season and that the City is exploring a variety of options for the future of the facility and site. We understand that potential solutions may include renovation or replacement of the existing aquatic facility, conversion to another recreational amenity, or other compatible public uses, as well as potential ownership or operation by the City, a nonprofit organization, or private entity.

BAI understands the importance of evaluating the future of the site with both the community's needs and the City's long-term operational and financial considerations in mind. For the aquatic facility, BAI proposes three potential concepts for consideration: renovation and reuse of the existing facility, replacement with a right-sized aquatic facility while reusing the existing bathhouse, and conversion of the existing pool to a splash pad with reuse of the bathhouse. These concepts will be evaluated based on their feasibility, community benefit, capital investment, long-term operations and maintenance, and overall value to the community.

The following proposal outlines BAI's approach to evaluating these potential future uses for the Berlin Aquatic Center and associated fees. BAI looks forward to working collaboratively with the City to identify a solution that provides long-term value and remains an asset to the Berlin community.

BAI appreciates the opportunity to submit this proposal. If you have any questions or would like to discuss this proposal further, please contact our office at (608) 348-3262 or me directly at ShannonM@burbachinc.com.

Sincerely,

Shannon Mutert

Shannon Mutert
Business Development
Burbach Aquatics, Inc.

B. Team & Qualifications

Introduction Statement

Burbach Aquatics, Inc. (BAI) is a qualified architectural and engineering firm specializing exclusively in the planning, design, and development of municipal aquatic facilities. For over four decades, we have partnered with cities, park districts, and school districts to deliver high-performing indoor and outdoor aquatic environments tailored to community needs.

Our singular focus on aquatics allows us to provide a streamlined, highly specialized approach that integrates engineering, architecture, and planning into one cohesive process. From initial assessment through design and construction, our in-house team, including aquatic engineers, architects, designers, and project managers, works collaboratively to ensure efficiency, consistency, and technical precision at every stage.

What distinguishes BAI is our unwavering commitment to the facility owner. We operate independently from contractors, suppliers, and manufacturers, allowing us to provide unbiased recommendations that prioritize long-term performance, operational efficiency, and community value. Our structured planning process helps communities make informed decisions and move confidently from concept to completion.

BAI also brings a deep understanding of the public engagement and funding considerations that accompany municipal projects. We have successfully guided projects up to \$25 million, supporting communities through planning, stakeholder alignment, and implementation with a focus on transparency and accountability.

Innovation and sustainability are central to our work. From pioneering geothermal systems in municipal natatoriums to incorporating advanced water treatment and energy-efficient design strategies, we are committed to delivering facilities that are both environmentally responsible and cost-effective to operate.

With extensive experience in facility assessments, feasibility studies, and phased implementation planning, BAI provides a comprehensive foundation for successful project delivery. Our goal is simple: to help communities create aquatic facilities that serve residents today and for generations to come.



About Burbach Aquatics

Since 1978, Burbach Aquatics, Inc. has specialized exclusively in the design and engineering of municipal aquatic and recreation facilities. This singular focus has allowed us to develop unmatched expertise in aquatic systems, facility planning, and community-centered design.

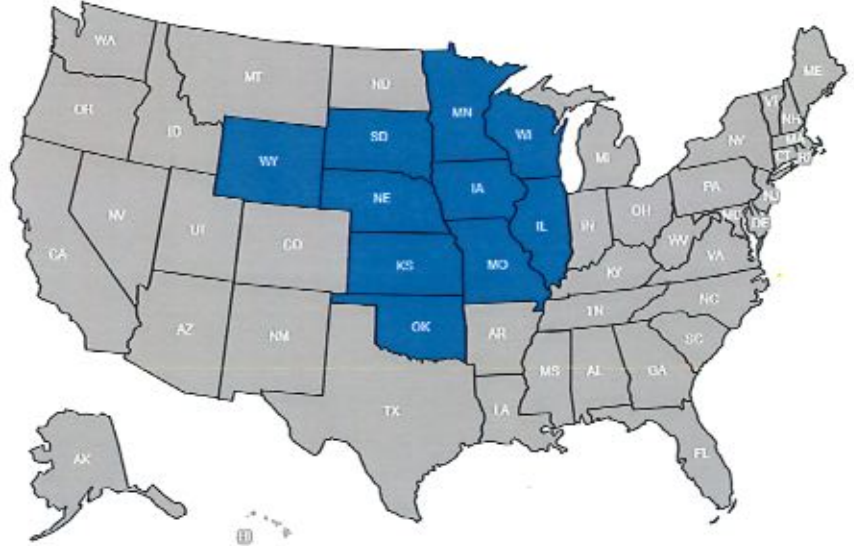
BAI has completed hundreds of projects across the Midwest and Western states, partnering with municipalities, school districts, and park and recreation agencies to deliver facilities that reflect each community's unique goals and priorities.

Our experience spans the full project lifecycle, from early evaluation and feasibility, through design, funding support, and construction.

BAI's commitment to client satisfaction extends through every phase of the project, including funding success. With 50 of 51 referendums passed (a 98% success rate) and over \$28 million raised for aquatic facilities in the past five years, BAI has helped communities secure vital project funding through capital campaigns and referendums.

Our commitment to technical excellence is demonstrated by a proven track record of long-term performance. In 48 years of practice, BAI has never experienced the failure of a pool vessel that we designed, an achievement that reflects our attention to detail, engineering rigor, and focus on durability.

At BAI, we measure success not only by the quality of the facility, but by the strength of the process used to deliver it. We are dedicated to providing thoughtful, reliable, and forward-looking solutions that position communities for long-term success.



Team Members

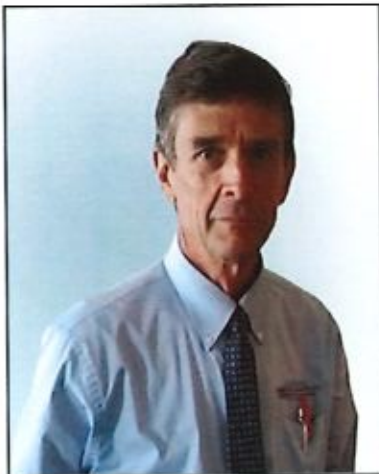
Below are the key personnel who will be directly involved in the project, supported by our broader team of technical and support staff. Each team member brings experience in municipal aquatic facility planning, evaluation, and design.

The project team will coordinate closely with City staff throughout the study process and beyond, providing support from initial data collection and site evaluation through the development of findings and recommendations. This approach ensures a clear and organized process while providing the City with a comprehensive technical basis for evaluating future aquatic facility options and making informed decisions regarding long-term improvements.



Duane Wepking, P.E., M.P.

Director of Aquatic Recreation Services



Work Experience: Duane is a Professional Engineer and Master Plumber in the State of Wisconsin. Mr. Wepking's previous employers include the Milwaukee Public Library, Facilities Manager, Ramaker & Associates, Inc., Senior Project Manager, Burbach Aquatics, Inc., Director of Civil Engineering, Village of Whitefish Bay, Director of Public Works, Village Engineer, City of Lancaster, Director of Public Works, City Engineer. Mr. Wepking has a broad range of engineering and project management experience. His professional career spans a period of 39 years.

Education: Bachelor of Science in Civil Engineering from the University of Wisconsin-Platteville and many continuing education programs.

Professional Licenses & Affiliations: Registered Professional Engineer: Wisconsin # 27674-6 and Master Plumber WI. #255917.

Role: Director of Aquatic Services; Senior Engineer - Serve as one of your Project Engineers. Duties include site evaluation; data analysis; calculations of aquatic needs; issuing press releases and media interviews; developing Opinions of Construction Costs; Design of pool/buildings; mechanical system designs; electrical design; site layout design; specification writing; Code reviews; Construction administration and on-site observation of work in progress.

Nate Beth, P.E.

Chief Engineer of Aquatic Recreation Services



Work Experience: Nathan is a Professional Engineer in the State of Wisconsin with over 12 years of experience in civil engineering design, public infrastructure, and construction management. His previous roles include Senior Civil Engineer with the Waukesha County Department of Public Works and a Civil Design Engineer with Nielsen Madsen & Barber, Inc. His responsibilities have included a broad range of engineering design and project management in both the private and public sectors.

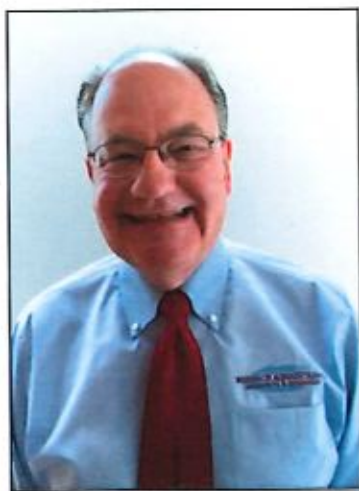
Education: Bachelor of Science in Civil Engineering with a minor in Architectural Design from the University of Wisconsin–Milwaukee as well as many continuing education programs.

Professional Licenses & Affiliations: Registered Professional Engineer: Wisconsin #46843-6; Nebraska #E-22272; Iowa #P30829; South Dakota #20515; Illinois #62.089045; Wyoming #22245; WisDOT Certified Bridge Inspector #2535.

Role: Chief Engineer of Aquatic Services – Serve as one of your Project Engineers. Duties include site evaluation; data analysis; calculations of aquatic needs; issuing press releases and media interviews; developing Opinions of Construction Costs; Design of pool/buildings; mechanical system designs; electrical design; site layout design; specification writing; Code reviews; Construction administration and on-site observation of work in progress.

Fred T. Matthias, A.I.A.

Lead Architect



Work Experience: Fred has extensive experience in architectural design, project management, and the development of construction documents for facilities including bathhouses, mechanical buildings, restaurants, and concessions. He worked with Bergheim, Kahn & Lozano Architect, Ltd., in Chicago, where he designed and managed construction for 17 Chicago Board of Education school rehabilitation projects. At McDonald's Corporation, he advanced to Corporate Vice President of Restaurant Design, overseeing the production of over 800 construction documents annually and supervising nationwide restaurant design and construction management. He also served as Vice President of Infinity Dzones, Inc., and has provided architectural consulting services throughout his career.

Education: Bachelor of Architecture in Design from the University of Illinois.

Professional Licenses & Affiliations: Member of A.I.A (American Institute of Architects); Member of N.C.A.R.B. (National Council Architecture Registration Board);

Registered Professional Architect in 48 states including Wisconsin Registration #8005-5.

Role: Lead Design Professional - Will be responsible for the conceptual design; development space needs; and all design elements of the project.

R. Todd Weegens, P.E.

Staff Engineer, Assistant Director of Aquatic Recreation



Work Experience: Todd is a licensed Professional Engineer in the State of Wisconsin with over 38 years of experience. His previous roles include Lead Civil Engineer at the Illinois Department of Transportation, where he served for six years, and Civil Engineer as well as Managing Member Principal at Fehr-Graham & Associates, LLC, where he contributed for 26 years.

Education: Bachelor of Science in Civil Engineering from the University of Wisconsin-Platteville. Magna Cum Laude Honors and many continuing education programs.

Professional Licenses & Affiliations: Registered Professional Engineer: Wisconsin #26013-6; Nebraska # E12522; Minnesota #58021; Iowa #18865; Illinois #062.044672; South Dakota #14894 and Wyoming #18756.

Role: Senior Engineer – Serve as one of your Assistant Project Engineers. Duties include site evaluation; data analysis; calculations of aquatic needs; design of pool/buildings; mechanical system designs; electrical design; site layout design; specification writing; Code reviews; Construction administration and on-site observation of work in progress.

Jordan Wiegand

Mechanical Engineer, Project Manager, CPO



Work Experience: Jordan earned his degree from Iowa State University and has been with Burbach Aquatics for over four years as an Engineer and Project Manager. He brings valuable, hands-on experience across a variety of aquatic projects, contributing to thoughtful design solutions and successful project delivery. Jordan continues to grow his expertise while helping communities create impactful aquatic spaces. Prior to joining Burbach Aquatics, he worked at Theisen's Home Farm and Auto and Menards, Inc., specializing in construction material sales.

Education: Bachelor of Science in Mechanical Engineering from Iowa State University; Certified Pool and Spa Operator

Role: Mechanical Engineer and Project Manager. Duties include site evaluations; Code reviews; technical evaluations; calculations for pool operation; develop Opinions of Construction Cost; deliver insight for pool design, building design, and mechanical design; Assist with construction administration (Pay Applications, Submittals, Change Orders, etc.); on site observations for pool construction; testing involving pool operation/quality and Owner/contractor communication.

Carol L. Tracy

Quality Operation Director/Office Project Manager



Work Experience: Carol brings over 30 years of diverse experience across leadership and management roles, with strong expertise in customer and public service. Her background spans corporate management, administrative support, human resources, records and financial bookkeeping, inventory control, quality control, and customer service. She has held key positions at The Plasma Center in Dubuque, Iowa (Quality Operations Director), Midwest Motor Sports (Office Manager), and Woodward Printing (Special Account Manager). Ms. Tracy has been a valued member of BAI for over 20 years.

Education: Office Administration Associate Degree – N. Iowa Community College.

Professional Licenses & Affiliations: Associate Office Manager/Administrative Degree; Certified American Red Cross Instructor-CPR, AED; Certified Lifeguard Management.

Role: Quality Operation Director/Office Project Manager – Is responsible for day-to-day operations in the office; organizing office operations and procedures; correspondence; assigning and monitoring clerical functions, including preparing Contract Documents; serve as an assistant to the Engineer and Project Manager; assist with programming conceptual development; perform programming reviews; develop timeline schedules; capital campaigning; and provide project summaries.

Troy Coakley

Electrical Engineer, Project Manager, CPO



Work Experience: Troy brings nearly three decades of diverse engineering expertise to the Burbach Aquatics team. Over the course of his 28-year career, he has built a strong foundation in project management, electronic component design, off-road vehicle electrical and control system design, as well as industrial power distribution and panel design. His background includes leadership roles at several well-respected companies, most recently serving as Senior Electrical Engineer at Commercial Vehicle Group. He has also held positions as an Embedded Hardware Engineer at John Deere and as an Electrical Designer at Rite Hite, where he contributed to innovative solutions in highly technical environments.

Education: Bachelor of Science in Electrical Engineering from Iowa State University

Role: Project Manager and Electrical Engineer. Duties include insight for pool, building and electrical design; Construction administration (Pay Applications, Submittals, Change Orders, etc.); on site observations for pool construction.

Shannon Mutert

Business Development, Marketing



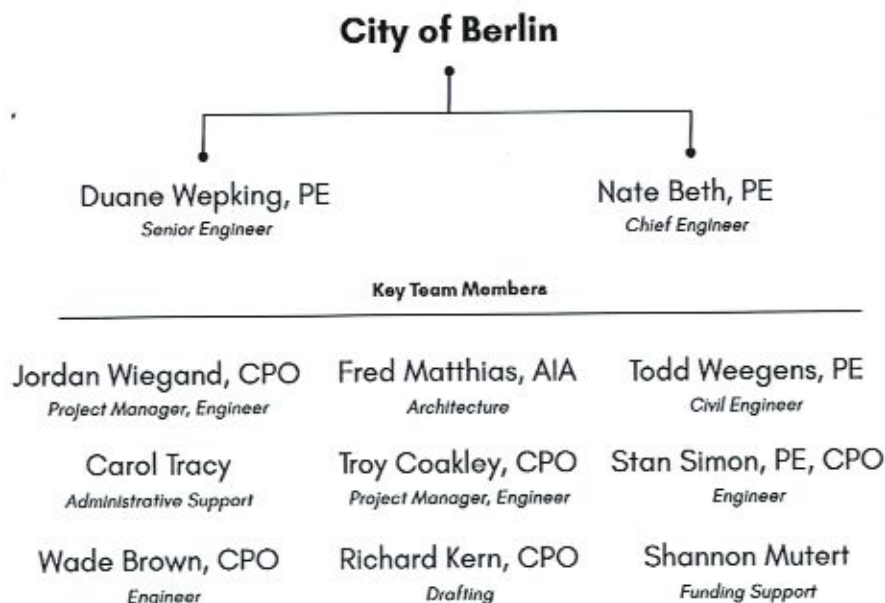
Work Experience: Shannon earned her Bachelor's degree in Business Administration with a Marketing emphasis from the University of Wisconsin-Platteville. She began her career in marketing, serving as head of marketing for a staffing company with ten office locations. After relocating closer to Platteville, she joined Burbach Aquatics and has been on the team for over 2 years. Through her work, she has developed a growing expertise in the aquatic industry while helping communicate the value of community-focused aquatic projects.

Education: Bachelor of Science in Business Administration, Marketing

Role: Oversees the coordination of feasibility study data, demographic and programming analyses, development and administration of public opinion surveys, preparation of press releases, and support for capital campaigns and referendums, including assistance with campaign materials and strategy.

Organizational Chart

BAI's employees will remain engaged throughout the project to ensure consistent communication and awareness of key decisions and processes; however, their level of involvement will vary across different project phases.



Experience



Pierre, South Dakota | City of Pierre Outdoor Swimming Pool

Located along the Missouri River in Pierre, South Dakota (population 14,091), this project delivered a new municipal outdoor aquatic center replacing the City's 90-year-old pool with a modern, full-service facility serving as a regional destination. The design includes a zero-depth entry recreation pool, 50-meter competition pool, lazy river, water slides, diving boards, water play features, shade structures, turf sunning areas, concessions, and an ADA-compliant bathhouse. Challenging soil conditions associated with the riverfront site required deep foundation systems utilizing structural piers to ensure long-term stability. Funding was secured through a combination of bonds, grants, capital campaign efforts, foundation support, and local contributions. BAI collaborated with American Engineering Testing, Broz Engineering, and Albertson Engineering, Inc. to successfully complete the project.

"Readers' Choice: Best Investment in Aquatics 2024" by the: PRB (Parks & Rec Business) Magazine

Kristi Honeywell, City Administrator
605-773-7407

Completed: June 2024
Project Cost: \$22,215,000.00
Pool Surface: 18,763 sq. ft.
Pool Capacity: 1,499





Cascade, Iowa | Cascade Municipal Swimming Pool

The community of Cascade, Iowa, with a population of approximately 2,400, replaced its aging swimming pool with a new outdoor aquatic center designed to serve residents of all ages. The project included a zero-depth entry pool vessel with competition lap lanes, a deck slide, toddler slide, spray features, and both 1-meter and 3-meter diving boards. Additional amenities included shade structures, pool area lighting for extended evening use, a mechanical building, and a multi-purpose ADA-accessible bathhouse with concession facilities. The completed aquatic center provides a modern, family-oriented recreational destination while supporting community programming, swim instruction, and competitive aquatic activities.

Phil Gehl, Public Works Director
563-852-3114

Completed: June 2020
Project Cost: \$3,120,000.00
Pool Surface: 6,015 sq. ft.
Pool Capacity: 317





Hartford, Wisconsin | Veterans Memorial Aquatic Center

This project was developed to replace an aging facility and reimagine the community's outdoor pool as a vibrant, multi-generational destination. The project features a multi-purpose zero-depth entry leisure pool designed for inclusive access and family play, complemented by a 50-meter lap pool to support competitive swimming, recreation, and fitness programming. Guest attractions include two waterslides, a large lazy river, a water walk feature, and a tot slide for younger children, creating a dynamic and engaging aquatic experience. Shaded seating areas and a concession space enhance comfort and encourage extended visits, while a fully accessible bathhouse meeting ADA standards and a dedicated mechanical building ensure efficient operations and long-term sustainability.

Randy Wojtasiak, Parks and Recreation Director
262-673-8223

Completed: July 2016
Project Cost: \$8,589,740.00
Pool Surface: 20,801 sq. ft.
Pool Capacity: 1,298





Canton, South Dakota | Canton Municipal Swimming Pool

The City of Canton partnered with BAI to deliver a new community aquatic facility designed to enhance recreational opportunities and long-term operational efficiency. The project included a zero-depth entry pool, multi-level play structure, water walk, diving boards, mechanical building, multiple shade structures, and a FEMA-compliant bathhouse, creating a comprehensive and accessible aquatic experience for users of all ages. To support funding requirements, the project was completed through a phased construction approach and incorporated FEMA grant funding assistance. The aquatic facility was completed in 2024, with the bathhouse delivered in time for the 2025 operating season. The result is a modern, community asset that meets current standards while supporting long-term recreational needs.

Sandi Lundstrom, Mayor
605-764-2519

Completed: June 2025
Project Cost: \$7,850,000.00
Pool Surface: 6,177 sq. ft.
Pool Capacity: 337





Cozad, Nebraska | Cozad Swimming Pool

The City of Cozad engaged BAI to complete a Technical Evaluation of its aquatic facility to better understand its condition and long-term viability. The evaluation identified that the mechanical systems were nearing the end of their useful life, along with deficiencies in the wading pool and gutter system that impacted overall performance and efficiency. In response, BAI developed and implemented a targeted rehabilitation strategy that modernized key infrastructure while preserving viable components of the existing facility. Improvements included full replacement of the mechanical systems and associated piping to the pool vessel, leveling of gutter rims to enhance performance and water flow, and complete replacement of the wading pool. The main pool vessel was determined to be in good structural condition and was successfully retained. This strategic rehabilitation approach allowed the City of Cozad to maximize the value of its existing investment while avoiding full replacement, extending the service life of the facility by an estimated 25 years and providing a cost-effective, sustainable solution for the community's aquatic needs.

Jimmy Weinmaster, Public Works Director (Pool Operator)
308-784-3093

Completed: June 2023
Project Cost: \$1,676,300.00
Pool Surface: 8,370 sq. ft.
Pool Capacity: 450



Professional References

Service Provided	Client	Service Provided	Client
1990 to 1993	<u>Fort Atkinson, Wisconsin</u> Brett Ketterman, Recreation Director 30 N. Water Street – West Fort Atkinson, Wisconsin 53538 920-563-7781 (O) Email: bketterman@fortatkinsonwi.net	2013 to 2018	<u>City of Hartford, Wisconsin</u> Randy Wojtasiak, P & R Director 109 North Main Street Hartford, Wisconsin 53027 262-670-3731 (O) Email: rwojtasiak@hartford.wi.us
2015 to 2022	<u>City of Estherville, Iowa</u> Penny Clayton, City Administrator 2 North 7 th Street Estherville, Iowa 51334 712-362-7771 (O) Email: p.clayton@cityofestherville.org	2016 to Present	<u>City of Pierre, South Dakota</u> Kristi Honeywell, City Administrator 222 East Dakota Pierre, South Dakota 57501 605-773-7407 (O) Email: kristi.honeywell@ci.pierre.sd.us
2013 to 2018	<u>City of Beresford, South Dakota</u> Jerry Zeimet, City Administrator 101 North 3rd Street Beresford, South Dakota 57004 605-751-9175 (O) Email: Jerry@bmtc.net	2009 to 2018	<u>City of Wood River, Nebraska</u> Greg Cramer, Mayor 108 E. 10 th Street – P.O. Box 8 Wood River, Nebraska 68620 308-583-2066 (O) Email: gscathome@gmail.com
2004 to 2011	<u>City of Grinnell, Iowa</u> Russell Behrens, City Manager 927 4 th Avenue Grinnell, Iowa 50112-2043 641-236-2666 (O) Email: citymanager@grinnelliowa.gov	2012 to 2015	<u>City of Adel, Iowa</u> Nick Schenck, P & R Director 301 South 10th Street Adel, Iowa 50003 515-993-4525 (O) Email: nschenck@adeliowa.org
2020 to Present	<u>City of Canton, South Dakota</u> Sandi Lundstrom, Mayor 210 N Dakota Street Canton, South Dakota 57013 605-764-2519 (O) Email: slundstrom@midco.net	2014 to 2022	<u>City of Chatfield, Minnesota</u> Brian Burkholder, P & R Director 21 2 nd Street, SE Chatfield, Minnesota 55923 507-867-3810 (O) Email: bburkholder@ci.chatfield.mn.us

C. Technical Solution

The City of Berlin is exploring options for the future use of the Berlin Aquatic Center and its site. BAI understands that the City is open to a variety of potential solutions, including renovation or replacement of the existing aquatic facility, conversion to another recreational amenity, and potential ownership or operation by the City, a nonprofit organization, or private entity.

BAI will work with the City to evaluate the opportunities and constraints of the existing facility and develop conceptual alternatives that balance community needs, capital investment, long-term operations and maintenance, and the overall viability of the site.



Based on our understanding of the existing facility and the City's goals, BAI proposes to initially evaluate three aquatic concepts:

1. **Aquatic Facility Renovation and Reuse**
2. **Aquatic Facility Replacement with Bathhouse Reuse**
3. **Splash Pad Conversion with Bathhouse Reuse**

BAI will develop each concept to a level sufficient to understand its programming, operational requirements, anticipated capital investment, long-term maintenance considerations, and potential community benefits. The alternatives will then be compared to help the City identify the option that best meets its long-term goals.

Proposed Options for Existing Site:

Option 1: Aquatic Facility Renovation and Reuse

BAI will evaluate the feasibility of continuing to utilize the existing pool facility through renovation and targeted improvements. The evaluation will build upon the City's existing 2024 facility assessment and identify the improvements necessary to address deficiencies, achieve code compliance, extend the useful life of the facility, improve accessibility, and modernize the facility to better serve the community.

BAI will also consider opportunities to improve operational efficiency, reduce long-term maintenance requirements, and incorporate community priorities into the renovation program. The evaluation will help the City understand whether continued use of the existing pool vessel provides a practical and cost-effective long-term solution.

Option 2: Aquatic Facility Replacement with Bathhouse Reuse

BAI will develop a conceptual plan for a new, right-sized aquatic facility that provides a modern and flexible recreation experience while reducing the overall footprint and long-term operational requirements of the existing facility.

The concept will incorporate amenities serving a broad range of ages and abilities while considering opportunities to reduce staffing and maintenance requirements. Where feasible, the concept will maximize the reuse of the existing bathhouse, concessions, and other site improvements to reduce construction costs and minimize disruption to the surrounding neighborhood.

Option 3: Splash Pad Conversion with Bathhouse Reuse

BAI will develop a conceptual alternative that replaces the existing swimming pool with a splash pad or similar aquatic recreation amenity while maintaining and reusing the existing bathhouse where feasible.

This alternative will provide the community with a family-oriented recreational amenity while offering a different operational model than a traditional swimming pool. BAI will evaluate the anticipated capital investment, staffing and maintenance requirements, lifecycle considerations, and potential programming associated with this approach.

D. Scope of Services

Phase I, Step #1 – Technical Evaluation (Completed by Other)

Phase I, Step #2 - Develop Construction Program/Feasibility Study

Professional service for Step #2 focuses on an evaluation of the existing site or proposed sites; determination of optimum size; determination of the Community's aquatic programming needs; probable construction and operating costs; determination of the design of an aquatic facility to best meet the Community's needs and establishment of project concepts.

1. BAI will review the City's existing 2024 facility evaluation, available as-built information, site documentation, and other available records to establish the existing conditions and known deficiencies of the facility. During the site visit, BAI will verify key existing conditions relevant to the development of the proposed alternatives and identify any additional information needed to support conceptual planning and cost evaluation;

2. Perform a technical analysis of up to three sites as part of Basic Service, if new construction is being considered. The sites for the placement of a new aquatic facility are to be selected by the Owner. Burbach Aquatics, Inc. will prepare a rating table showing the numerical rating of each site. Our firm has developed rigid technical review requirements in which 18 categories of analyses are provided for each site, including field check of elevations and existing utilities, effect on surrounding neighbors, traffic patterns, accessibility for the users, etc.;
3. Review present and future projections of the city's demographics;
4. Perform a marketing study including an evaluation of surrounding communities' aquatic facilities highlighting their relative strengths and programming;
5. Analyze recent swimming pool usage data provided by the Owner, analyzing demand for aquatics in the Community;
6. Review the Owner's existing and proposed programming to determine optimum programming needs and define which type of aquatic facility can best handle those needs. BAI will present a foam board presentation to the Owner illustrating different types of facilities and their respective uses;
7. From the above data, a detailed natant demand analysis will be completed, which will be used to determine the size of the proposed pool vessels. This demand will be calculated to meet the Community's present needs while, a second demand will be calculated, based on supplied demographics, for the next 25 years;
8. A conceptual plan of the proposed facilities will be developed based on the above data. Preparation of three conceptual alternatives for aquatic and recreation facilities is included in Basic Service. Conceptual plans will include the pool vessel(s), bathhouse and mechanical building or space, including support areas (site amenities and other assets as appropriate);
9. BAI will conduct up to three review and comment sessions with the Owner and interested Community groups on the same day to review the proposed conceptual plans and associated programming. BAI will incorporate the feedback received into the development of the final conceptual plan;
10. BAI will evaluate and incorporate Owner and Community comments into the final conceptual plan. Individual components of the proposed facility will be analyzed taking into consideration issues such as maintenance, probable operating cost impacts, impact on the quality of the aquatic environment and serviceability;
11. BAI will provide opinions of probable construction costs based on recommendations for the pool vessels, surge tanks, piping systems, filter systems, recirculation pumps, chemical systems, pool heaters, wading pools, deck equipment, splash pads, sanitary facilities, site amenities, bathhouses, mechanical buildings, and other project elements for a total of 32 categories;
12. Prepare overall final recommendations regarding the type and size of facilities, extent to which existing site facilities can be reused, location, demolition, phasing, etc., and provide a comparison of the conceptual alternatives to assist the Owner in determining the preferred approach;

13. The labor to prepare two foam boards are included in Basic Service. Foam boards printing cost is defined in General Conditions of this proposal;

14. Present findings to the Owner for review and approval;

15. A total of seven meetings (in-person and/or remote) are included in Basic Service. The meeting schedule* for this Step is as follows:

- 1) Site visit to assess existing Technical Evaluation report (2024);
- 2) Evaluation of surrounding competing facilities to collect data;
- 3) Meet with Owner to review programming and conduct information meeting presenting different types of facilities and their respective uses;
- 4) Meet with Owner to review the conceptual plans;
- 5) Conduct review sessions with Community groups;
- 6) Meet with Owner to review final conceptual plans and opinions of probable construction and operating costs.

*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

Compensation for basic services for Phase I, Step #2 is a stipulated amount of **\$28,750.00**, including basic service reimbursables.

Phase I, Step #3 – Fundraising Support (Optional)

1. Provide guidelines for the selection of a Capital Campaign Cabinet to carry our significant fundraising to pay for a portion of the proposed project;
2. The labor to prepare one foam board highlighting the final conceptual site plan in 3D with leaders to the proposed features orientated toward fundraising;
3. The labor to prepare a 3D walkthrough video of the final conceptual site plan for use in fundraising;
4. Meet with the Owner to review goals and timeline for a Capital Campaign, also review the selection process of campaign cabinet members;
5. Attend a kick-off meeting orientating potential cabinet members to the process, scope of project and their role in funding of the proposed project;
6. Meet with the established Capital Campaign Cabinet for the purpose of developing contact teams, potential donors and develop Capital Campaign literature;
7. A total of three meetings (in-person and/or remote) are included in Basic Service.

Compensation for Basic Services for Phase I, Step #3 is a stipulated amount of **\$6,550.00** including basic service reimbursables.

Phase I, Step #4 - Referendum Support (Optional)

1. Attend three meetings as part of Basic Service, with Owner to discuss strategy, need for the project, data to support the use and type of facility which the Owner has chosen and develop a question-and-answer sheet for this project;
2. BAI will provide the labor to prepare three 2' x 3' foam boards as part of Basic Service, showing the site plan of the proposed facility along with leaders running to pictures of various components of the proposed facility. These visual aids can be displayed in public areas such as the library or in the post office;
3. On the same days as the above-mentioned 3 meetings, BAI will make public presentations describing the project to various Community groups or interested parties such as financial institutions;
4. A total of four meetings are included in Basic Service.

Compensation for Basic Services for Phase I, Step #4 is a stipulated amount of **\$6,550.00** including basic service reimbursables.

E. Scope of Services as Project Matures

Phase II- Design Development and Construction Documents Phase

1. BAI will place advance advertisements of your project in plan room agencies to inform as many potential bidders of the project as possible;
2. BAI will assist the Owner with site location. Owner shall furnish land surveying services for the selected site. The land survey product shall describe physical characteristics, legal limitation and utility locations for the sit; and a written legal description of the site. Said survey information shall include grades, line of streets, alley, pavements and adjoining property; adjacent drainage, right-of-ways, restrictions, etc. All information on said survey shall be referenced to a project benchmark; and monuments for horizontal control, horizontal monuments shall be referenced to local and state plane coordinates;
3. BAI will prepare schematic design layout for the PROJECT located on the site selected by the Owner including revised opinion of probable cost, followed by up to 3 plan revisions. The primary objective of this step is to prepare three revised site layouts, and one detailed final site, detailing the location of major elements of the

project with the result being an Owner approved site layout. This work will be based on the selected conceptual site plan developed during Step #2 Service. Burbach Aquatics, Inc. will meet with the Owner to ensure that the final detailed site plan conforms to the intent of the conceptual site plan;

4. BAI will assist the Owner with soil borings exploration locations. The Owner shall furnish the service of geo-technical engineer when such services is requested by BAI. Service shall include test borings, determination of soil bearing values, permeability tests, evaluations of hazardous materials encountered, presence of ground water, static, dynamic, necessary operations for anticipating subsoil conditions with report and appropriate professional recommendations. The Owner shall separately contract with a geo-technical firm for soil borings, testing and preparation of geo-technical report;

5. Preparation of preliminary pool vessel plans. The primary objective of this step is to develop a configuration of the pool vessel footprint including the selected site amenities following the concept established in the feasibility study, with the result being Owner approval;

6. Preparation of preliminary bathhouse, mechanical, concession building plans, with architectural elements by Burbach Aquatics, Inc. The primary objective of this step is to work to develop a configuration of the buildings following the concept established in the feasibility study, with the result being Owner approval;

7. BAI will monitor the Opinion of Probable Construction Cost developed during the feasibility study so as to maintain the established project budget and inform the Owner of any changes at this stage of plan development;

8. Preparation of final pool vessel, bathhouse, mechanical building, concession building plans, including architectural elements, all by Burbach Aquatics, Inc. and associated sub consultants, based on the approved preliminary drawing. Work to be performed under this step includes structural design, design of the complete recirculation system for the pool vessel, pool mechanical equipment, underground tanks and supporting subsystems, plumbing systems, HVAC, equipment selection, layout of all building and construction details, drafting and preparation of construction plans for bidding purposes;

9. Preparation of electrical plans. Work to be performed under this step includes electrical layout and design for site improvements, process equipment, site amenities, bathhouse, mechanical and concession building, and preparation of plans for bidding purposes;

10. Preparation of plans for site amenities, water play features and landscape planting areas as chosen by the Owner. Work to be performed under this step includes specialized mechanical systems such as rim flow devices, body spray; specialized construction techniques for landscaping layout, redevelopment of the existing pool site into park land and relief for site and amenities; development of a bid allowance for site landscaping, which does not include a deep foundation nor floodway impact analysis;

11. Preparation of project specifications, contract and bidding documents. The purpose of this step is to prepare bid forms, general requirements of the contract, specifications and equipment specifications so as to produce

what is commonly referred to as a Project Manual;

12. Electronic plan sheets and project manuals will be provided to the Owner for review during the plan development process;

13. Review Agency Submittal. Work to be performed under this step includes making one application to the Department of Public Health, where applicable, for the pool process piping system, plumbing system, bathhouse and swimming pool, as Basic Service. Burbach Aquatics, Inc. is very familiar with the health department personnel and their procedures. Any other submittals and all regulatory plan review fees and permits shall be performed as Additional Service;

14. Owner Approval. The purpose of this step is to summarize the plans and specifications and receive direction from the Owner with regard to specific contract language regarding completion dates, time of completion, etc.; provide presentations and review of the completed documents with the Owner and attend up to three meetings for the purpose of plan development and presentation of plans;

15. The Owner shall provide all available original plans, aerial survey maps, studies, plans, and topographic maps. Property surveys and establishment of actual public right-of-ways are not part of the specified work;

16. A total of five meetings are included in the Basic Service. The trip schedule* for this Phase is as follows:

- 1) Meeting with the Owner to review the schematic design layout;
- 2) Meeting with the Owner to review preliminary building, pool, and site plans;
- 3-5) Meeting with the Owner to review plan development and presentation of plans.

*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

17. Services requested in excess of the number provided in BASIC SERVICE shall be performed as Additional Service. Examples are number of meetings, plans, project manuals, meetings, etc. in excess of the above-specified number included in Basic Service.

Phase II - Compensation for Phase II

Compensation for Basic Services for Design Development and Construction Documents Phase and for all bid alternates shall be 6.95% of the Construction Cost plus Reimbursable Expenses for the Scope of Services for Design Development and Construction Documents Phase. Site survey, measuring and verification of existing facilities and soil borings services shall be secured by the Owner.

Phase III - Construction-Related Services

1. BAI will place advance Notice to Contractors of your project in plan room agencies to inform as many potential bidders of the project as possible;

2. Develop a listing of potential bidders including a listing of local contractors and mail or fax "Notice to Contractors" directly to each contractor's office as part of Basic Service. Local general and mechanical firms construct about 93% of our facilities;
3. Electronic plan sets and project manuals are included in Basic Service;
4. One pre-bid meeting will be conducted by BAI along with a Contractor Awareness Program (CAP) as part of Basic Service. The purpose of CAP is to create multi-prime contracts and to educate and encourage local contractors, general contractors, pool contractors and mechanical contractors to participate in the bidding process, thereby encourage a competitive bidding environment construction, equipment and materials, resulting in the creation of a project with the greatest value to the Owner;
5. BAI will answer contractor questions during the bidding stage and issue addendums, and clarifications accordingly;
6. Conduct one public bid opening as part of Basic Service and will make a written recommendation regarding the successful contractor(s);
7. Prepare contracts in triplicate, have them executed by the successful contractor(s) and then submit them to the Owner;
8. Arrange and conduct a preconstruction meeting;
9. On-site Observation and Progress Meetings:
 - a. Perform on-site observation as the construction work progresses; review and advise the Owner of test result; reject defective work as directed by the Owner; advise the Owner of special tests or inspections needed at additional cost; pre-pour check of the steel placement; observe piping pressure tests for the swimming pool; continuously observe the placement of the concrete;
 - b. Conduct and attend construction progress meetings for the purpose of observing the progress of the contractor's work, discuss problems, answer questions and review the contractor's planning of future construction work;
10. BAI will notify the Owner of any work, which does not conform to the intent of the construction contract as part of our Basic Services;

As Additional Service, BAI will notify the contractor, make recommendations to the Owner for the correction of nonconforming work and, at the request of the Owner, direct that the contractor implements these recommendations. This Additional Service may, at the discretion of the Owner, be deducted from the responsible contractor's contract amount due;

11. Review shop drawings to determine any objections;
12. Review the requests of the contractor for monthly progress payments and will recommend to the Owner, based on site observations, whether or not such request is commensurate with the work completed;
13. BAI will review and recommend written change orders for approval by the Owner;
14. Substantially Complete and Final on-site observation. BAI. will perform one on-site observation to determine if the project is substantially complete and one final on-site observation to determine if the project is finally complete according to the contract documents and whether final payment should be made. If additional on-site observations are necessary, they will be performed as Additional Service. This Additional Service may, at the discretion of the Owner, be deducted from the responsible contractor's contract amount due;
15. Attend first season shut down and winterization and assist Owner with review of the winterization procedures. Burbach Aquatics, Inc. will also conduct a follow up on-site observation during the second year of operation;
16. A total of thirty-one meetings are included in Basic Service. The trip schedule* for this Phase is as follows:
 - 1) Meeting with bidders for pre-bid meeting;
 - 2) Meeting for one public bid opening;
 - 3) Meeting for one preconstruction meeting;
 - 4-28) 25 meetings for on-site observation and progress meeting;
 - 29) Meeting for one substantial completion on-site observation;
 - 30) Meeting for one final on-site observation, shut down and winterization;
 - 31) Meeting for one follow up on-site observation during the second year of operations.

*This meeting schedule outline is suggested and can be varied to meet the Owner's specific needs.

17. Services requested in excess of the number provided in Scope of Services shall be performed as Additional Service. Examples are number of meetings, plans, project manuals, meetings, etc. in excess of the above-specified number included in Basic Service.

Phase III - Compensation for Phase III

Compensation for Basic Services for Construction Related Services Phase and for all bid alternates shall be 3.25% of the Construction Cost plus Reimbursable Expenses for the Scope of Services for Construction Related Services Phase.

F. Schedule

The following schedule represents anticipated project milestones and may be modified to meet the Owner's needs and project priorities.

Phase I, Step #2

Meeting	Task	Date
1	Site visit to assess the existing Technical Evaluation Report (2024).	November 4, 2026
2	Evaluate surrounding competing facilities and collect relevant data.	November 5, 2026
3	Meet with the Owner to review programming and conduct an informational meeting presenting different types of aquatic facilities and their respective uses.	November 18, 2026
4	Meet with the Owner to review the proposed conceptual plans.	December 9, 2026
5	Conduct review and comment sessions with Community groups to gather input on the proposed conceptual plans and associated programming.	January 13, 2027
6	Meet with the Owner to review and present the final conceptual plans and opinions of probable construction and operating costs.	February 3, 2027

G. Fee Proposal

The following fee proposal is based on the scope of services outlined herein and is intended to meet the Owner's anticipated project needs.

The following fee proposal is based on the scope of services outlined herein and is intended to meet the Owner's anticipated project needs.

Phase I	
Step #1 – Technical Evaluation (Completed by Other)	-
Step #2 – Develop Construction Program/Feasibility Study	\$28,750
Total	\$28,750
Step #3 – Fundraising Support (<i>Optional</i>)	\$6,550
Step #4 – Referendum Support (<i>Optional</i>)	\$6,550
Total	\$41,850

Phase II and Phase III will be based on a percentage of the construction cost.

Phase II	6.95%
Phase III	3.25%
Total	10.2%

H. Additional Information

About our Programs

BAI has developed a true Contractor Awareness Program (C.A.P.). BAI will divide your project into three separate prime contracts: a General Contract, a Mechanical/Process Piping Contract and a Pool Vessel Contract. Our C.A.P. program allows local qualified contractors the opportunity to be included in the successful bidding of your project. Local contractors, who have been orientated through our Contractor Awareness Program, build 93% of all Burbach pools. This combination bidding program creates a very competitive and flexible bidding environment. BAI has a very personable, hands-on approach to helping municipalities and park department achieve their goals.

General Conditions

This proposal adopts by reference The Standard Form of Agreement between Owner and Architect, 1987 Edition, form AIA B141-1987, with the following changes: (AIA are initials for the American Institute of Architects, this agreement form was adopted due to its universal acceptance) BAI reserves the right to change terms of this proposal after 90 days from 1st written date of said proposal.

1. Whenever the word "Architect" is used in the AIA Document B141, Standard Form of Agreement Between Owner and Architect, Edition 1987, as amended, the words "Burbach Aquatics, Incorporated" (BAI) shall be substituted.
2. Amend Article 1 by adding "BAI shall furnish and perform professional services as authorized and directed by the Owner's authorized representative. Such authorization and direction shall be confirmed by letter. By giving such authorization or direction, the Owner thereby warrants to BAI that sufficient funds to pay BAI for their services have been or will be appropriated in a timely manner for that purpose. All costs incurred by BAI to collect said compensation, including legal expenses, shall be paid by the Owner."
3. Article 2.2 shall be deleted and replaced with "Scope of Services for PHASE I-FEASIBILITY STUDY."
4. Article 2.3 and Article 2.4 shall be amended to include Scope of Services for Design Development and Construction Documents.

5. Article 2.5 and Article 2.6 shall be amended to include Scope of Services for Construction Related Services Phase.
6. Article 3.4.19 shall be replaced with "Providing services of consultants for other than aquatics, architectural, structural, and mechanical and electrical engineering provided as a part of Basic Services."
7. Article 4 shall be amended by adding, "If BAI is not notified in writing to the contrary within fifteen (15) days after completion and delivery of the services authorized by the Owner, they will be considered as delivered."
8. Articles 8.1, 8.6, and 8.7 shall be replaced with "The Owner and BAI shall be bound by the terms of this Agreement for the life of the project. Life of the Project shall be either through completion of construction or, for a maximum five (5) year period of suspension, in the event the Owner suspends the project. This is an exclusive contract for the performance of all the consulting work on this project, including all steps and phases of professional services as specified herein. Activation of each Step of Phase I, Phase II, and Phase III Service will be authorized in writing by the Owner. In the event either party fails after 30 days written notice to substantially perform, in accordance with the terms of this Agreement, through no fault of the party initiating the termination, then the initiating party upon seven days' written notice may terminate this Agreement. The Owner agrees that if they enter into agreements with other entities regarding this project they will extend the terms and conditions of this Agreement into any of these other agreements. In the event of a breach or wrongful termination by the Owner, BAI shall be compensated fifty percent of unpaid basic compensation for Phase II and Phase III basic services."
9. Article 9 shall be amended by adding "BAI and the Owner agree that the overall liability of the actual, alleged, or threatened discharge, dispersal, release, or escapement of pollutants, and the responsibility for the ownership and maintenance of any toxic, hazardous, or asbestos materials relating to the project remain with the Owner. BAI and the Owner acknowledge that BAI's professional liability policy does not apply to claims arising out of the actual, alleged, or threatened discharge, dispersal, release, or escapement of pollutants. Therefore, the Owner agrees not to bring a claim against BAI relating to the uninsured liability referenced above. Furthermore, the Owner agrees to indemnify and hold harmless BAI for claims against BAI by a third party for the uninsured liability referenced above. BAI agrees to perform the services to the normal accepted standard of care, and to assume the liability resulting from a finding of gross negligence."
10. Article 10.2 shall be amended by adding "The rates set forth in the Reimbursable Expense schedule here too are for only the calendar years indicated, and that said rates shall be subject to annual adjustment on submission by BAI to the Owner of a new Reimbursable Expense schedule, and that upon receipt by the Owner, the rates in the new Reimbursable Expense schedule shall supersede those in all previous Reimbursable Expense schedules".
11. Article 11.1 "Zero Dollars (\$0)".
12. Article 11.2.1 Basic Compensation is listed with the corresponding Scope of Service. Services performed by BAI in excess of the number provided in Scope of Service for each Step of Phase I and for Phase II and Phase III, as described in Sections D & E of this Proposal, shall be compensated by the Owner as Additional Service. Examples are number of meetings, plans, project manuals, meetings, etc. in excess of the specified number included in Basic Service. Compensation for Additional Services shall be based on the expense schedule

included herein.

13. Article 11.3 – 11.3.3 Compensation for Basic Service Reimbursable Expenses and Additional Service Reimbursable Expenses shall be based on the following Expense Schedule, plus ten percent for administrative costs, for Calendar Year 2026 including Copies (8.5 x 11)-\$0.25/black & white, \$1.00/color; Copies (8.5 x 14)-\$0.30/black & white, \$1.50/color; Copies (11 x 17)-\$0.35/black & white, \$2.00/partial color, \$5.00/full color; Plan copies (24 x 36)-\$4.00/bond; Foam boards (24 x 36)-\$175.00/each; Mileage each way-\$0.725 per mile; Other travel costs-actual; Meals-\$17.00/breakfast, \$20.00/lunch, \$31.00/dinner; Lodging-\$135.00/night; Shipping/Postage-actual; Sub-consultants/test-actual; Other charges as stated in Article 10.2. For Additional Service only: Senior/Chief Engineer-\$300.00/hour; Staff Engineer-\$210.00/hour; Architect-\$210.00/hour; Project Manager-\$135.00/hour; Engineering technician-\$85.00/hour; Secretarial-\$50.00/hour. State and local plan review fees are not included with any of the above and shall be paid by the Owner separately, or if BAI pays said fees, then the Owner shall reimburse BAI separately.

14. This Agreement is for Three Phases of Professional Service.

15. Neither BAI or BAI's consultants, nor their agents or employees shall be jointly, severally or individually liable to the Owner in excess of One Million Dollars (\$1,000,000) by reason of any act or omission, including breach of contract or negligence not amounting to a willful or intentional wrong.

16. Article 11.4 shall be amended by adding "Reimbursable Expense schedule contained in the General Conditions shall be used as the basis of payment for Reimbursable Expenses."

Statement of Insurance Coverage

Burbach Aquatics, Inc. has never had a claim against our Error or Omissions insurance in 48 years of being in business. Burbach Aquatics, Inc. will furnish a Certificate of Insurance for the duration of the project on the following basis:

Excess Blanket Liability	\$2,000,000
Comprehensive General Liability	\$2,000,000
Professional Liability Errors & Omissions	\$2,000,000
Owned Automobile Liability	\$1,000,000
Worker's Compensation	Wisconsin Statutes

Submission Certification

Firm/Organization: Burbach Aquatics, Inc.

Authorized Representative: Shannon Mutert

Title: Marketing, Business Development

Date: September 14, 2026

Email/Phone: shannonm@burbachinc.com, 608-348-3262