Town of Berry Board Meeting
October 20, 2025, 7:00 p.m., at the Town Hall, 9046 State Road 19, Mazomanie, WI 53560
Agenda

1. Call to order
2. Confirmation of Compliance with Open Meetings Law
3. Approve minutes of September 15, 2025
4. Public Comments: You may address the Board on any item not on the agenda. A discussion item may be placed on a future agenda. Public comment may be heard on any agenda item either now, or at the time the agenda item is to be discussed, or at the discretion of the Town Chair at any other time the agenda item is discussed. Comments are generally limited to three minutes.
5. Patrolman Report
6. Discussion/action re: Amendment to the Agreement for Emergency Medical Services with Cross Plains Area Emergency Medical Services District
7. Discussion/action re: Proposed Resolution from the Village of Cross Plains to authorize a levy limit exception for charges assessed by the Cross Plains Area EMS District and Cross Plains-Berry Joint Fire District
8. Discussion/action re: Revising Recycling and Solid Waste Ordinance 206.1
9. Discussion/action re: 2026 Budget
10. Budgetary Matters
    A. Discussion/action re: Payment of bills
11. Discussion/action re: Committee reports/Correspondence/Communications
    A. Fire Districts
    B. EMS Districts
    C. Other
12. Discussion of future agenda items
13. Adjourn

Persons requiring additional services to participate in a public meeting should contact the Town Clerk at the Town Hall, 9046 Hwy 19, Mazomanie, WI 53560. 767-4152 twnberry@chorus.net
Posted: 10/13/25 Brenda Kahl, Clerk/Treasurer

TITLE: Town of Berry Town Board Meeting Minutes
DATE: September 15, 2025
TIME: 7:00 – 7:46 p.m.
PLACE: Town Hall, 9046 State Road 19, Mazomanie, WI 53560
POSTINGS: Town Hall and Town of Berry website

I. CALL TO ORDER – ROLL CALL: The meeting was called to order at 7:00 p.m. Board members present: Duane Haag, David Evert, Michael Statz, Nichole Schwoerer and Derek Statz. Also present Clerk, Brenda Kahl and Patrolman, Lucas Danz.

II. CONFIRMATION OF COMPLIANCE WITH OPEN MEETING LAWS
The Clerk confirmed that the agenda was posted at the town hall and on the town website.

III. APPROVE MINUTES OF AUGUST 18, 2025
Motion D Statz/M Statz to approve the minutes of August 18, 2025. Motion carried. Vote 5-0

IV. PUBLIC COMMENTS: You may address the Board on any item not on the agenda. A discussion item may be placed on a future agenda. Public comment may be heard on any agenda item either now, or at the time the agenda item is to be discussed, or at the discretion of the Town Chair at any other time the agenda item is discussed.
*Duane Haag was informed that TDS is upgrading fiber in areas that were not included in the Federal Grant, which may affect their funding.

V. PATROLMAN REPORT
Boehnen finished excavating Matz Road. Scott Construction plans to pulverize and overlay Matz Road and Spring Valley Road around the end of September. Finishing patching roads while the weather is still warm. Would like the board to consider a tree cutting budget in 2026.

VI. DISCUSSION/ACTION RE:
A. (R-2025-10) B Robert Tabachnick & Susanne Smebak, 7956 Albe Road, rezone 18.14 acres from A-2 to AG
Motion Evert/D Statz to approve B Robert Tabachnick & Susanne Smebak's rezone of 18.14 acres from A-2 to AG. Motion carried. Vote 5-0

B. (D-2024-1) Derek & Kayla Paddock, Table Bluff Road, driveway permit application
Motion Evert/M Statz to approve Derek & Kayla Paddock's driveway permit application. Motion carried. Vote 5-0

C. (D-2024-5) Jonathan Hall, 5191 Enchanted Valley Road, final driveway approval
Motion Evert/D Statz to approve Jonathan Hall's final driveway. Motion carried. Vote 5-0

D. (D-2023-8) Chris & Angela Kirsch, 5047 Enchanted Valley Road, final driveway approval
Motion Haag/M Statz to approve Chris & Angela Kirsch's final driveway. Motion carried. Vote 5-0

VII. DISCUSSION/ACTION RE: PURCHASE OF CROSS PLAINS-BERRY FIRE DISTRICT VEHICLE

Motion Evert/Haag that the Town supports the purchase of the Cross Plains-Berry Fire District's vehicle and the Town's portion of the cost. Motion carried. Vote 5-0

VIII. DISCUSSION/ACTION RE: ZONING ORDINANCE AMENDMENT RELATED TO RURAL BASED BUSINESSES AND RURAL RESIDENCES

Motion Haag/Evert to approve the Zoning Ordinance Amendment Related to Rural Based Businesses and Rural Residences. Motion carried. Vote 5-0

IX. DISCUSSION/ACTION RE: RECORDING MEETINGS

Discussion only. Continue with recording the meetings.

X. DISCUSSION/ACTION RE: SET DATE, TIME AND LOCATION FOR PUBLIC BUDGET HEARING AND SPECIAL TOWN MEETING OF THE ELECTORS

Motion Haag/D Statz to hold the Public Budget Hearing and Special Town Meeting of the Electors on November 6, 2025 at 7:00 pm at the Town Hall. Motion carried. Vote 5-0

XI. BUDGETARY MATTERS

A. Discussion/action re: Payment of bills

Motion Haag/Evert to approve the payment of bills. Motion carried. Vote 5-0. Check numbers 19869-19889

XII. COMMITTEE REPORTS/CORRESPONDENCE/COMMUNICATIONS

*Cross Plains-Berry Fire District: Bricks are loose on the building and the cost to repair is around $36,000; Pancake Breakfast is October 5th

*District 1 EMS: Approved the 2026 budget

*Black Earth Fire District: Budget meeting is September 25th, replacing the 2006 engine with $598,000 due in 2026 and the remainder funds due in 2027; merging of the two fire districts will proceed and currently the new district will be set up by population instead of equalized value; volunteers currently receive $7/hour and will be increasing in the 2026 budget

*Cross Plains-Berry Fire District: Reviewing the 2017 intergovernmental agreement; Village of Cross Plains is holding an informational meeting on the future of the EMS on September 16 at 7:00 pm.

*Town's equalized value increased by 74 million and 18% last year and this year an increase of 33 million and 0%. Meeting with the DOR to discuss how they figure the percentages.

XIII. DISCUSSION OF FUTURE AGENDA ITEMS

XIV. ADJOURN

Motion M Statz/Evert to adjourn until the next regular meeting or the call of the chair. Motion carried. Vote 5-0

Brenda Kahl, Clerk/Treasurer

Duane Haag, Chair

10-13-25

Agenda Item #6, Amendment to the Agreement for Emergency Medical Services with Cross Plains Area Cross Plains Area Emergency Medical Services District

Dear Township of Cross Plains, Berry, and Springfield Chairpersons and Clerks,

I believe we all feel that maintaining the EMS District is the best course of action and all parties involved are willing to make changes to the current agreement. I have asked the Village attorney to write an agreement that extends Article X (Withdrawal) deadline from December 1, 2025 to July 1, 2026, so we have time to discuss changes to the current agreement. The agreement is attached, and I am asking for your Boards to discuss it at your October meeting. If your Town Boards agree with what is being proposed, please sign and return an original copy to EMS Chief Holly Ellickson and a copy to Village Clerk Bobbi Zauner. If you have any questions, please feel free to contact me.

Thank you for your time on this matter,

Jay Lengfeld
Village of Cross Plains President

AGREEMENT

This Agreement is by and between the Village of Cross Plains, a municipal corporation under Wis. Stat. Chapter 61 (hereinafter "Village"), and the Towns of Berry, Cross Plains and Springfield, each a body corporate and politic under Wis. Stat. Chapter 60 (hereinafter "Towns" and shall be deemed effective when signed by all parties.

WHEREAS, the Village and the Towns are parties to an agreement for emergency medical services with Cross Plains Area Emergency Medical Services District (hereinafter "Agreement") which was approved by all parties in 2017 and had an effective date of December 1, 2017; and

WHEREAS, pursuant to Section 2.01 of the Agreement, the Agreement ran for 5 years, and then automatically renewed for successive five-year terms unless written notice of withdrawal or termination is provided at least 2 years prior to the end of a term; and

WHEREAS, the current term of the Agreement is set to end on November 30, 2027; and

WHEREAS, if a party desires to withdraw from the Agreement, that party must give notice to the other parties by December 1, 2025; and

WHEREAS, the Village is requesting from the Towns an extension of the date to provide notice of withdrawal until July 1, 2026.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, the Village and the Towns do hereby agree as follows:

1. The Village and the Towns agree that the provisions of Section 10.01 of the Agreement are temporarily waived in order to allow the Village to have until July 1, 2026, to provide notice of its intent to withdraw under the terms of the Agreement.

2. This extension of time, and the terms of this agreement, do not change, amend or effect the other timelines as set forth in the Agreement, including but not limited to, Section 2.01 or Section 10.01.

VILLAGE OF CROSS PLAINS
DANE COUNTY, WI

By: _____ By: _____
Jay Lengfeld, President Bobbi Zauner, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above-named Jay Lengfeld and Bobbi Zauner, in the capacities indicated, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
_____(print name)
Notary Public, _____ County, WI.
My Commission expires: _____

TOWN OF BERRY

By: _____ By: _____
Duane Haag, Chair Brenda Kahl, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above-named Duane Haag and Brenda Kahl, in the capacities indicated, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
_____(print name)
Notary Public, _____ County, WI.
My Commission expires: _____

TOWN OF CROSS PLAINS

By: _____ By: _____
Greg Hyer, Chair Jennifer Broberg, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above-named Greg Heyer and Jennifer Broberg, in the capacities indicated, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
_____(print name)
Notary Public, _____ County, WI.
My Commission expires: _____

TOWN OF SPRINGFIELD

By: _____ By: _____
Dave Laufenberg, Chair Dianah Fayas, Clerk

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2025, the above-named Dave Laufenberg and Dianah Fayas, in the capacities indicated, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
_____(print name)
Notary Public, _____ County, WI.
My Commission expires: _____

AGREEMENT FOR EMERGENCY MEDICAL SERVICES

WITH CROSS PLAINS AREA EMERGENCY MEDICAL SERVICES DISTRICT

THIS AGREEMENT is by and between the Village of Cross Plains, a municipal corporation under Wis. Stat. Chapter 61 (hereinafter sometimes referred to as "**VILLAGE**") and the Towns of Berry, Cross Plains and Springfield, each a body corporate and politic under Wis. Stat. Chapter 60 (hereinafter sometimes referred to as "**TOWNS**") (collectively, the "**MUNICIPALITIES**") and shall be deemed effective when signed by all parties.

RECITALS

WHEREAS, Wis. Stat. §66.0301 provides that any village and any town in the State of Wisconsin may contract with other municipalities of the State of Wisconsin for furnishing of services or joint exercise of any power or duty required or authorized by statutes;

WHEREAS, under the terms of Wis. Stat. §66.0301, any village and/or any town in the State of Wisconsin is included within the definition of the word "Municipality;"

WHEREAS, Wis. Stat. §66.0301 provides that any agreement thereunder may include a plan for the administration of the function or project which may include, among other things, without limitation because of enumeration, provisions as to proration of expenses involved, deposit and disbursements of funds appropriated, creation of a commission, selection and removal of commissioners, and the formation and letting of contracts;

WHEREAS, Dane County, Wisconsin through its Dane County Emergency Medical Services Commission has encouraged adjoining villages and towns to create local emergency medical

service districts to provide Emergency Medical Services and local ambulance services within said districts;

WHEREAS, as a part of the agreements creating Emergency Medical Services districts, the districts are asked to enter into a mutual aid agreement or automatic aid agreement with other similar districts in Dane County all of which were set forth in an agreement entitled: "MUTUAL AID / AUTOMATIC AID AGREEMENT;"

WHEREAS, the governing bodies of the Village and Towns joining in this Agreement have each considered the value of continuing to have a local Emergency Medical Services district and providing mutual aid to similar districts within Dane County, and each by their respective governing bodies has adopted a similar resolution authorizing the continuation of the Cross Plains Area EMS District ("**DISTRICT**") and authorizing the District to enter into mutual aid agreements and conduct its business in accordance with the law, and on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein by reference, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipalities, pursuant to resolutions approved by their respective governing bodies, do hereby agree to be bound as follows:

The Village and Towns hereby jointly ratify the creation and continuation of a local Emergency Medical Services ("**EMS**") district known as the Cross Plains Area EMS District ("**DISTRICT**") for the purpose of furnishing emergency medical services to the territory described in this Agreement and to be operated and maintained in accordance with the terms, conditions and plan described in this Agreement.

ARTICLE I

CREATION, TERRITORY INCLUDED AND NAME

1.01 – AUTHORITY

This District is created under, by virtue of and pursuant to the provisions of Wis. Stat. §66.0301, and the enabling authority set forth under the provisions of Wis. Stat. Chapter 60 and Chapter 61. The Municipalities have determined that the word "District" is more descriptive locally and better recognized by the electorate than the word "Commission," and for that reason shall use the word "District," rather than "Commission," to describe the governmental entity created by this Agreement pursuant to Wis. Stat. §66.0301. In keeping with this decision, the governing body of the District shall be known as the "**DISTRICT BOARD**" rather than the "Commission."

1.02 – ENABLING ACTS

The respective governing bodies of each Municipality have authorized this Agreement and the execution and delivery hereof to the District, and the resolutions of each Municipality are incorporated herein by reference. The execution of this Agreement by the officers of each Municipality certifies that each governing body adopted such resolution in a legal manner, at a legally constituted and legally held meeting of each of such governing bodies. Such resolution and the adoption of the same are included in the official minutes of each of such meetings. Such resolution in each case has in no way since said adoption been altered, amended or rescinded and is presently in full force and effect. Certified copies of each of the resolutions from each of the Village and TOWN Boards are on file in the office of the Secretary of the District Board.

1.03 -TERRITORY INCLUDED

The territory included in the joint Emergency Medical Services District and served by the District is all of the territory within the corporate limits of the Village of Cross Plains (as may be amended over time as a result of annexation and/or detachment) and those parts of the Towns of Berry, Cross Plains and Springfield as described in Exhibit A, which is attached hereto and incorporated by reference.

1.04 – OFFICIAL NAME

The official name of the District is:

" Cross Plains Area Emergency Medical Services District"

1.05 – OTHER DEFINITIONS

As used in this Agreement:

"**DISTRICT**" means the governmental entity established by this Agreement and the aggregate territory included therein. Ambulance and other emergency medical services shall be provided by the District in accordance with this Agreement and Wisconsin law.

"**DISTRICT BOARD**" refers to the governing authority of the District, which shall have the responsibilities and authority described in this Agreement and Wisconsin law.

"**GOVERNING BODY**" or "**MUNICIPAL BOARD**" refers to the governing body of each Municipality that is served by the District. For towns, the governing body is the Town Board. For the Village, the governing body is the Village Board.

"**MUNICIPALITY**" or "**MUNICIPALITIES**" refer to the parties to this Agreement: the Village of Cross Plains, a municipal corporation organized under Wis. Stat. Chapter 61

(sometimes referred to as "**VILLAGE**"); and, the Towns of Berry, Cross Plains and Springfield, each a body corporate and politic organized under Wis. Stat. Chapter 60 (hereinafter sometimes referred to as "**TOWNS**"). The Village and Towns may be referred to individually as a "**Municipality**" or collectively as the "**Municipalities**."

ARTICLE II

TERM

2.01 - COMMENCEMENT AND TERMINATION

The initial term of this Agreement shall commence on December 1, 2017 (the "**Effective Date**") provided that the Agreement has been executed by all Municipalities, and shall continue for a period of five (5) years thereafter. The initial term shall be extended thereafter for successive five (5) year terms unless written notice of withdrawal or termination of the Agreement is provided by one Municipality and received by the other Municipalities at least two (2) years prior to the end of a term.

ARTICLE III

MANAGEMENT

3.01 – DISTRICT

The District shall be governed by the District Board. The District Board shall consist of five (5) members, each of whom shall reside within the District and be appointed to represent his or her respective Municipality. The EMS Chief shall serve as an ex-officio[1] member of the District Board. Each Municipality shall appoint a representative to serve as a member of the District Board,

[1] An ex-officio member is a member of a body (such as a board, committee, or commission) who is part of it by virtue of holding another office or position. The chief has no voting rights as an ex-officio member.

and shall determine whether the representative shall or shall not be required to be an elected official of the Municipality. Appointments shall be made, and vacancies filled, in the same manner that the Municipality appoints members and fills vacancies on its own committees. Appointments shall be made and approved at the Municipality's organizational meeting following the April elections, with the intent that the appointment be effective as of the District Board's first meeting in May. Failure of the Municipal Board of any municipality to appoint a member to the District Board at the April organization meeting shall not constitute a waiver of the right to appoint. Making an appointment shall be a continuing obligation of said Municipal Board until complete and any District Board member without a successor at the expiration of his or her term shall continue in office until his or her successor is appointed and qualified. In the event of a vacancy from any Municipality, a successor shall be appointed for the balance of the term in the same manner as a regular appointment. If a member of the District Board is temporarily incapacitated or absent, as determined in the sole discretion of the appointing Municipality, a substitute member may be designated by the appointing Municipality until the return of the absent member or end of the incapacity. Each District Board member shall be considered appointed upon the filing of a written certification of appointment by the Municipal Clerk of his or her Municipality with the Secretary of the District Board. A Municipality may choose to appoint an alternate annually and said alternate may attend District Board meetings on a regular basis; however, only the designated appointed representative shall have a seat at the table and participate as a member of the District Board until the alternate is needed and asked to serve because of the appointed representative's absence or incapacity. A Municipal Board may remove and replace its representative on the District Board with or without cause by providing written notice to the

Secretary of the District Board. In the event of any such removal or vacancy, the Municipality shall appoint a successor in the same manner as a regular appointment.

3.02 – CERTIFICATE OF APPOINTMENT

The Municipal Clerk of each Municipality shall annually certify its appointed representative member on the District Board. Similarly, the Municipal Clerk shall certify alternates, successors, removals, appointments and other actions with regard to said Municipality's representative(s). Certification shall take the form of a writing from the Municipal Clerk to the Secretary of the District Board. An email may constitute the requisite writing for this purpose.

3.03 – OFFICERS

Due to annual appointment of its members, a new District Board takes office at the May meeting of each year. The District Board shall hold an organizational meeting annually, at a regularly scheduled meeting held in May (after April elections), and elect a President and Vice President. In the event of a vacancy in the office of President or Vice President, the District Board shall elect a successor to replace said President or Vice President to fill the unexpired term of the vacating officer.

In addition, the District Board shall provide for a Secretary and Treasurer. This position shall be combined as one position until the District Board chooses to separate the position. It is not necessary for the Secretary-Treasurer to be a member of the District Board. The District Board shall appoint the Secretary-Treasurer for an indefinite term, and the Secretary-Treasurer shall serve at the will of the District Board. The Secretary-Treasurer shall be compensated as determined by the District Board. The Secretary-Treasurer does not have voting rights, unless the Secretary-Treasurer is a member of the Board.

3.04 – GENERAL POWERS

The District Board shall have the possession, care, control and management of the property and affairs of the District and the Department, subject solely to the limitations set forth in this Agreement or in amendments to this Agreement. In addition to this general grant of authority and responsibility, the District Board shall have certain specific duties and responsibilities as enumerated in this Agreement.

ARTICLE IV

PURPOSE OF CREATION

4.01 – PURPOSE

The purpose of the District is to have a local emergency medical services district to provide certain emergency medical services within the territory that comprises the District. The services provided by the District include: local ambulance and related direct services; operation and maintenance of equipment needed for such services; governance and administration of the District; and, budgeting and management of finances for operation of the District.

4.02 – CONTINUING RESPONSIBILITY

The District Board is authorized and directed to continue the operation of the local emergency medical services district in a manner that: (1) serves the residents of the District; (2) improves District facilities and services in accordance with the available technology; and, (3) recognizes what is economically feasible under the circumstances. The District Board shall have this continuing responsibility until such time as the Agreement is terminated.

ARTICLE V

OPERATING PROCEDURES

5.01 – MEETINGS OF THE DISTRICT BOARD

The District Board shall meet regularly at least four times a year at a time and place established by the District Board. The regular meeting place is subject to change at any time by action of the District Board. Special meetings may be called and held upon written notice from the President, Secretary-Treasurer and/or any two District Board members of the time and place of meeting and the purpose of the meeting. Notice of the meeting shall be provided by the person properly calling the meeting, or his or her designee, as required by Wisconsin's open meeting law. Accordingly, notice shall be posted at least 24 hours before the commencement of the meeting, unless an emergency exists sufficient to permit an emergency meeting with 2 hours notice. The District Board may only conduct business if a quorum is present. Three members of the District Board shall constitute a quorum. Members may be present in person or via telephone, VOIP, Skype or other similar means that allow the member to hear and participate in the meeting. Action may be taken at any such meeting by a majority of the quorum present unless otherwise provided by law or agreement. The District Board may also hold closed sessions for the purposes permitted under Wisconsin's open meeting law in accordance with the requirements of said law.

5.02 – MINUTES

The Secretary of the District Board shall attend all meetings of the District Board, keep a full record of the proceedings, reduce the same to writing as minutes subject to approval by the District Board, and keep the minutes as a public record. In the event the Secretary is absent, the President, or other person chairing the meeting, shall appoint an acting secretary to take the minutes of the meeting.

5.03 – PRESIDENT AND VICE PRESIDENT

The President shall be the chief executive officer of the District Board and shall preside at meetings of the District Board. The District Board is responsible for management of the business operations of the District and shall have general control and responsibility for the business affairs of the District. It is not intended that the President or the District Board control the day-to-day operation or direct local emergency medical services to the District.

The President shall, when present, preside at all meetings of the District Board. The President shall have the authority, subject to the control of the Board, to sign, execute, and acknowledge on behalf of the Board all deeds, mortgages, notes, bonds, contracts, leases, reports and other documents and instruments necessary or proper to be executed in the course of the business of the District, or authorized by resolution of the District Board. In general, the President shall perform all duties incident to the office which are hereby declared to be similar to those of a Village President and such other duties as may be prescribed by the District Board from time to time, except as herein limited or enlarged.

The Vice President shall have the same responsibilities and authority as the President, but only at such times and for such duration as the President is absent or otherwise unable to perform the duties of the President set forth above. If it is unclear that the President is able to perform the duties required of the office due to illness or incapacity, the District Board shall take a vote and the determination shall be made by a majority of those present and voting. Where the determination is made that the President is unable to perform the duties required of the office due to illness or incapacity, the Vice President shall serve as President for the duration of the President's illness or incapacity. The Vice President shall also have such other duties as are determined by the District Board.

5.04 – SECRETARY

The Secretary shall keep the minutes of the meetings of the District Board; draw and sign all orders upon the treasury in the manner provided by Wis. Stat. §66.0607 and §66.0608, and keep a full account thereof with appropriate books and records; see that all notices are duly given and in accordance with the directions of the Board or as required by law; be custodian of the District records; and make reports required of the District Board to state agencies and other governmental bodies including the Municipal Boards of the Municipalities, unless the same is required to be filed by the President or the Treasurer or separately by the District Board. In general, the Secretary shall perform all duties incident to the office which are hereby declared to be similar to those of a Village Clerk except as herein limited or enlarged, and have such other duties and exercise other authority as from time to time may be delegated or assigned to him or her by the District Board. The person designated to hold the Secretary and/or the combined offices of Secretary-Treasurer (as determined by the District Board) is not required to be a member of the District Board and such person shall be selected for an indefinite term to serve at the will of the District Board.

5.05 – TREASURER

The Treasurer shall be in charge of and be responsible for all funds and securities of the District; shall receive and give receipts for monies due and payable to the District from any source whatsoever and deposit all such monies in the name of the District at such banks, trust companies or other depositaries as shall be selected or designated by the District Board; and shall disburse such funds from time to time in the manner as hereinafter provided. The Treasurer shall keep a detailed account on suitable books in such manner, as the District Board shall direct. In general, the Treasurer shall perform all duties incident to the office which are hereby declared to be similar to those of the Village Treasurer except as herein limited or enlarged and may have such other

duties and exercise other authority as may from time to time be delegated or assigned to him or her by the District Board. The Treasurer shall be bonded by a surety company licensed to do business in the State of Wisconsin in such amounts as determined by the District Board.

The person designated to hold the Treasurer and/or the combined offices of Secretary-Treasurer (as determined by the District Board) is not required to be a member of the District Board. The Treasurer or the combined Secretary-Treasurer shall be appointed by the Board for an indefinite term to serve at the will of the Board.

5.06 – DISBURSEMENT OF FUNDS

Funds shall be disbursed by order check and it is hereby provided that Wis. Stat. §66.0607 shall apply to the District Board as to approval and authorization of disbursements and the procedure or payments through order check. Any disbursements that are over Two Thousand Dollars ($2000.00) shall require two signatures: the EMS Chief and one other District Board member. Credit cards and/or other means of disbursement of funds may also be used for payment of approved and budgeted expenses in accordance with a policy approved by the District Board.

5.07 – PUBLIC DEPOSITORIES

The District Board shall designate a public depository for its accounts. In addition, the District Board may designate other depositories for the purpose of depositing or holding funds or acting as a paying agent. All funds of the District shall be considered public deposits and be governed by Wis. Stat. Chapter 34, and the designation of the depositories aforesaid shall be made at the discretion of the District Board as provided in Wis. Stat. §34.05.

5.08 – ACCOUNTING SYSTEM

The District Board shall maintain a system of accounting in conformity with the generally accepted accounting principles and methods customary for such a District. The District Board shall have an independent financial audit of the District's financial records prepared no less than every five (5) years, in a manner determined by the District Board. Copies of the audit shall be furnished to the Clerk of each of the Municipalities.

5.09 PAYMENT FOR TIME AND EXPENSE OF BOARD MEMBERS

Each Municipality shall determine whether to pay per diems and/or reimburse the District Board member(s) that the Municipality appoints. To the extent that such payment or reimbursement is approved by the appointing Municipality, the District Board member may be reimbursed by his or her respective Municipality for actual expenses including mileage, per diem for attending meetings, and for other days spent in the service of the District. The District shall not provide any such payments or reimbursement to District Board members.

5.10 – CONTRACTS

Contracts of the District for equipment, supplies and projects included in the budget approved by the Municipalities shall be made in the name of the District, subject solely to approval by the District Board. To be binding on the District, all contracts of the District over Five Thousand Dollars ($5000.00) shall require signatures of both the EMS Chief and the President of the District Board. The threshold amount for contracts requiring two signatures, as set forth in this Section 5.10, may be changed from time to time by resolution of the District Board.

5.11 – CONSTRUCTION

All contracts for public construction in excess of the threshold amounts set by Wis. Stat. §61.55,[2] as may be amended from time to time, shall be let in accordance with Wis. Stat. §61.55, which is incorporated herein by reference. The District Board is authorized to bid, award and administer any such contracts for projects included in the approved budget for the District, as approved by the Municipalities. Other purchases of equipment or supplies included in the approved budget may be made directly by the District Board, or its designee, or let to bid in a manner determined by the District Board.

5.12 – PROFESSIONAL SERVICES

The District Board may employ from time to time or contract for the services of any professional help such as engineers, accountants, attorneys or other consultants with needed expertise.

5.13 – BY-LAWS

The District Board may create and establish by-laws for its own operation not in conflict with any of the provisions of this Agreement and may amend such by-laws from time to time as it sees fit.

ARTICLE VI

ACQUISITION OF PROPERTY

6.01 – EQUIPMENT AND SUPPLIES

The District is hereby authorized to obtain the ambulance, medical equipment and twoway radio and communication equipment as recommended by the District Board and consistent with the reasonable requirements established by the Dane County Emergency Medical Services Commission. The District Board is further authorized to acquire such additional equipment from

[2] The threshold amount as of March 1, 2015 for Wis. Stat. 61.55 is $15,000.

time to time as it deems advisable and necessary as well as to accept additional equipment or supplies from the Dane County Medical Services Commission or other governmental agencies. Said District Board is further authorized to provide for the acquisition of supplies, as they deem advisable and necessary. The District's acquisition of any and all such equipment and supplies shall be consistent with the District's approved budget.

6.02 – FACILITIES

The District Board shall take the necessary steps to provide facilities for the ambulance and other equipment and for operations in connection therewith, Including but not limited to Bedrooms, Kitchen, Training and living space as well as District operation office space whether by leasing or acquisition. Any acquisition that would require the Municipalities to furnish funds in excess of those necessary for leasing of comparable facilities shall require prior approval by no less than three of the four Municipal Boards.

ARTICLE VII

FINANCING

7.01 – BASIS OF DIVISION OF COST

Each Municipality shall pay its proportionate share of costs for the District in the proportion that its population bears to the population of the entire District ("**Proportionate Share**"). The population of each Municipality herein shall be based on the population shown by the last State of Wisconsin Department of Administration Demographics Services Center Census. The District Board shall establish an equitable method, as determined by the District Board, to determine the population where only a portion of a Municipality is included in the District.

7.02 – REQUIRED PAYMENTS

The District Board shall apportion and assess the District's costs against each Municipality based on its Proportionate Share. The Treasurer of the District shall bill each Municipality for its Proportionate Share twice a year on or about February 15 and August 15. Each Municipality hereby agrees to promptly pay its Proportionate Share. It is recognized and agreed that the District requires a working cash balance and should at all times keep sufficient funds on hand at the time of billing each Municipality so that there will be sufficient funds to carry the District through until the anticipated receipt of funds from the next assessment.

The District Board may also apportion and assess each Municipality its Proportionate Share in advance of making extraordinary equipment purchases or supply purchases. To the extent mileage charges are inadequate to provide for the purchase of a replacement ambulance and ambulance-related equipment, the District Board may levy assessments sufficient to maintain an adequate sinking fund, dedicated solely to the purchase of a replacement ambulance and ambulance-related equipment. Any extraordinary equipment or supply purchases shall require prior approval by ¾ of the Municipal Boards.

ARTICLE VIII

OPERATION

8.01 – INTERGOVERNMENTAL AGREEMENT WITH DANE COUNTY

It is understood that the District Board will enter into an agreement with the County of Dane, Wisconsin ("**Dane County**"), as is customary and required for coordinated operation of a local emergency services district. By the resolution of the Municipal Boards of the Municipalities authorizing this Agreement, the District Board is hereby authorized by the

Municipalities to enter into such an intergovernmental agreement with Dane County ("**County Agreement**"). A copy of the County Agreement is hereby incorporated by reference. The Municipal Boards acknowledge that, in the future, there may some enlargements, modifications, reductions, alterations or amendments. It is hereby declared and provided that the authority to formulate and agree to minor modifications is delegated to the District Board. Minor modifications are those that are substantially in conformance with the purposes set forth in the current County Agreement. Any material changes or enlargements of purposes in the future, as reasonably determined by the District Board, shall be submitted to the Municipal Boards for approval. The District Board is further encouraged and empowered to execute automatic aid agreements and/or mutual aid agreements with adjoining districts.

8.02 – DISTRICT OPERATION

The District shall provide and train personnel, operate the equipment and perform the emergency medical services deemed necessary for the territory served by the District. The District Board shall provide general oversight rather than day-to-day operational management of the District. (*See also* Section 8.03 *EMS Chief and Operating Personnel* below in this Agreement.) The District Board's responsibilities shall include: (1) recommending an adequate budget for District operations to the Municipalities; (2) oversight of the key operations personnel identified in Section 8.03 of this Agreement; (3) obtaining appropriate insurance coverage (for real property, equipment, liability, worker's compensation, and so forth); (4) financial and audit review; (5) responsibilities set forth in this Agreement; and, (6) such oversight as is generally provided by boards of local governments.

8.03 – EMS CHIEF AND OPERATING PERSONNEL

The District shall have an EMS Chief, Deputy Chief of Operations and Training, Infectious Control Officer and Medical Director who will manage the day-to-day operation and direct services of the District in a manner that assures that emergency medical services are provided in accordance with Wisconsin Statutes and the Wisconsin Administrative Code. The District Board shall have the authority to hire, review, commend, discipline and terminate the EMS Chief using procedures that are customary for public employees. Other key District personnel (that is, the Deputy Chief of Operations and Training, Infectious Control Officer and Medical Director) shall report directly to the EMS Chief; however, the EMS Chief's authority to hire, review, commend, discipline and terminate such key personnel shall be subject to review and approval by the District Board.

The EMS Chief shall be the chief executive officer of the District. The EMS Chief's command and operations shall be subject to the budget recommended by the District Board and approved by the Municipalities, and oversight by the District Board. The Chief shall recommend and provide for the rules, regulations and conditions for operation of the District, as necessary to render emergency medical services to the extent such services are desired by the District, which rules, regulations and conditions shall be subject to review and approval by the District Board.

The District will have both volunteer and paid staff. While there will be intermediate management levels, all volunteer and paid staff of the District are under the overall supervision of the EMS Chief.

The District Board shall obtain such advice and expertise from the EMS Chief and others as deemed necessary and prudent to assure that the District operates in accordance with law. Such rules, regulations, conditions and extent of services may be identified by descriptive terms or words

such as a "code" or "District rules and regulations" and may be enlarged, modified, reduced or amended from time to time by recommendation of the EMS Chief, subject to approval by the District Board, except to the extent limited by this Agreement or by future amendments of this Agreement.

8.04 – SYSTEM OF CHARGES

The District Board is hereby authorized to establish and maintain a system of charges for services to be performed by the District and to make changes therein from time to time, as it deems advisable and necessary. The system of charges shall be adopted by resolution of the District Board. The District Board shall retain authority to make exceptions to the system of charges on a case-by-case basis, as reasonably determined by the District Board.

ARTICLE IX

ADDITIONAL AREA AND MINOR CHANGES IN BOUNDARIES

9.01 – ADDITIONAL MUNICIPALITY

The District may agree to include additional area from other adjoining towns or villages subject to the approval of no less than three of four of the Municipal Boards.

9.02 – MINOR CHANGES

The District Board, without approval of the Municipal Boards, may agree to alter the boundaries of any Town already partially within the District, to include additional territory or to reduce the territory from any such Town, with the approval of the Town Board of such Town.

ARTICLE X

WITHDRAWAL

10.01 – WITHDRAWAL FROM DISTRICT

Any of the Municipalities who are parties to this Agreement may withdraw from the District in accordance with the following procedure. The Municipality desiring to withdraw shall notify the

District Board at least two (2) years prior to the end of the initial term or successive renewal terms of the Agreement. An appraisal of the assets of the District shall be made by the District Board or caused to be made by a third party as of the withdrawal date. The District Board or third party shall take into consideration the depreciated value of the equipment on hand. In making such appraisal, no equipment belonging to Dane County or contributed by Dane County or any other governmental unit shall be included in the equipment appraisal.

Following said appraisal, the District Board, in consultation with the Municipalities that did not give notice of withdrawal, shall determine whether to compensate the withdrawing Municipality and continue the District, or terminate the District entirely and compensate all Municipalities on the basis of their Proportionate Share as of the withdrawal date. If the decision is to continue the District, payment shall be made to the withdrawing Municipality in the moth of February that occurs 14 months after the December 31 withdrawal date unless, during said 14 months, the remaining Municipalities elect to dissolve the District instead of making such payments. In the event of dissolution of the District, property on hand shall be sold and the assets shall then be divided among the Municipalities based on the Proportionate Share as of the date of withdrawal.

Notwithstanding the foregoing, and only with respect to those Towns where only a portion of the Town is within the District, the Town may provide the required notice withdraw a portion of its territory from the District but in such event shall not be entitled to any withdrawal payment. The assets to which the now withdrawing portion contributed shall be considered a contribution from that portion of the Town that remains in the District.

ARTICLE XI

DISPUTE RESOLUTION

11.01 - INFORMAL DISPUTE RESOLUTION.

If any Municipality has a dispute concerning any of the matters of this Agreement, the Municipality asserting the dispute shall first seek to have the matter resolved informally by providing the District Board with a written notice stating the nature of the dispute. If informal resolution is not reached within forty-five (45) days from the date of the notice, the Municipality asserting the dispute shall provide written notice of the dispute and the desired outcome to the other Municipalities who are parties to this Agreement. If informal resolution is not reached within forty-five (45) days from the date of the notice, the Municipalities agree to mediate the dispute. Nothing in this provision shall preclude any party from filing a notice of claim or taking other action required by statute to preserve its rights under applicable notice of claim statutes.

11.02 - ARBITRATION.

Arbitration is to follow any unsuccessful mediation unless the parties agree to forego mediation and proceed directly to arbitration. If any of the terms, duties, obligations or responsibilities of the Agreement cannot be resolved via mediation, or if any Municipality believes that a provision is unenforceable or that there has been a material breach of this Agreement, the Municipalities agree they will timely notify the others, or their successors or assigns, of any intent to seek arbitration for a final and binding declaration concerning such dispute or breach of this Agreement. A determination of disputed matters described in this Agreement and/or whether there has been a material breach of this Agreement, will be conducted via arbitration hearing, that the arbitrator's decision to be final and binding upon the parties. The parties agree to mutually agree upon a single arbitrator to decide the dispute, or if no agreement on selection of an arbitrator can be reached within 5 business days of notice or arbitration, any party may petition the Dane County Circuit

Court for appointment of the arbitrator. Each Municipality shall bear equal costs of any arbitration proceeding. All other provisions of the arbitration and the conduct of the hearing shall be pursuant to Wis. Stat. Chapter 788, or its successor, unless otherwise ordered by the arbitrator or agreed by the parties.

11.02.01 Authority of Arbitrators Limited. The arbitrators shall not have the authority to add to, change, alter or modify any of the terms or provisions of this Agreement.

11.02.02 Expense Of Arbitrators Shared. The expense of the arbitrators shall be divided and shared among the Municipalities in accordance with their Proportionate Share.

ARTICLE XII

MISCELLANEOUS

12.01 – NOTICE

With the exception of bills from the District to the Municipalities, any notices permitted or required under this Agreement shall be in writing signed by the party giving notice and served upon the Clerks of the Municipalities, the Secretary of the District Board and the EMS Chief of the Department. Service shall be by personal delivery or another method that provides confirmation of delivery such as service by a process server, certified mail with return receipt requested or commercial delivery by a service such as Federal Express, with delivery tracking requested.

12.02 – AMENDMENT

This Agreement may be amended at any time hereafter by an instrument in writing executed by the proper officers of each Municipality and supported by a certified copy of a resolution duly adopted by a majority vote of the Municipal Boards of the Municipalities within the District.

12.03 – EFFECTIVE OPERATION DATE FOR DISTRICT

The effective date of the organization of the District pursuant to this Agreement shall be December 1, 2017, provided that the Agreement has been executed by all parties.

IN WITNESS WHEREOF, the Village of Cross Plains, 2417 Brewery Road, Cross Plains, WI 53528, Dane County, Wisconsin, by its Village Board has caused this Agreement to be signed by its Village President and by its Village Clerk, to be effective as of Decermber 1, 2017.

VILLAGE OF CROSS PLAINS DANE COUNTY, WISCONSIN

BY: _____
Pat Andreoni, Village President

ATTESTED BY:

_____
Caitlin Stene, Village Administrator / Clerk

ACKNOWLEDGEMENT

Personally came before me this _____ day of _____, 2017, Pat Andreoni, Village President and Caitlin Stene, Village Administrator / Clerk of the above named Village of Cross Plains, Dane County, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Village President and Village Clerk and acknowledged that they executed the foregoing instrument as such officers as the act of said Village by its authority.

_____
Notary Public
State of Wisconsin
My Commission Expires _____

IN WITNESS WHEREOF, the Town of Berry, 9046 State Road 19, Mazomanie, WI 53560, Dane County, Wisconsin, by its Town Board has caused this contract to be signed by its Town Chairperson and by its Town Clerk-Treasurer, to be effective as of December 1, 2017.

TOWN OF BERRY
DANE COUNTY, WISCONSIN

BY: _____
Anthony Varda, Town Chairperson

ATTESTED BY:

_____
Brenda Kahl, Town Clerk-Treasurer

ACKNOWLEDGEMENT

Personally came before me this _____ day of _____, 2017, Anthony Varda, Town Chairperson and Brenda Kahl, Town Clerk-Treasurer of the above named Town of Berry, Dane County, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Town Chairperson and Town Clerk-Treasurer and acknowledged that they executed the foregoing instrument as such officers as the act of said Town by its authority.

_____
Notary Public
State of Wisconsin
My Commission Expires _____

IN WITNESS WHEREOF

, the Town of Cross Plains, 4734 County Road P, Cross Plains, WI 53528, Dane County, Wisconsin, by its Town Board has caused this Agreement to be signed by its Town Chairperson and by its Town Clerk-Treasurer, to be effective as of December 1, 2017.

TOWN OF CROSS PLAINS
DANE COUNTY, WISCONSIN

BY: _____
Greg Hyer, Town Chairperson

ATTESTED BY:

_____
Nancy Meinholz, Town Clerk-Treasurer

ACKNOWLEDGEMENT

Personally came before me this _____ day of _____, 2017, Greg Hyer, Town Chairperson and Nancy Meinholz, Town Clerk-Treasurer of the above named Town of Cross Plains, Dane County, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Town Chairperson and Town Clerk-Treasurer and acknowledged that they executed the foregoing instrument as such officers as the act of said Town by its authority.

_____
Notary Public
State of Wisconsin
My Commission Expires _____

IN WITNESS WHEREOF

, the Town of Springfield, 6157 County Road P, Dane, WI 53529, Dane County, Wisconsin, by its Town Board has caused this contract to be signed by its Town Chairperson and by its Town Clerk, to be effective as of December 1, 2017.

TOWN OF SPRINGFIELD
DANE COUNTY, WISCONSIN

BY: _____
Donald Hoffman, Town Chairperson

ATTESTED BY:

_____
Dianah Fayas, Town Clerk

ACKNOWLEDGEMENT

Personally came before me this _____ day of _____, 2017, Donald Hoffman, Town Chairperson and Dianah Fayas, Town Clerk of the above named Town of Springfield, Dane County, Wisconsin, to me known to be the persons who executed the foregoing instrument and to me known to be such Town Chairperson and Town Clerk and acknowledged that they executed the foregoing instrument as such officers as the act of said Town by its authority.

_____
Notary Public
State of Wisconsin
My Commission Expires _____

IN WITNESS WHEREOF

EXHIBIT INCORPORATED BY REFERENCE:

Exhibit A- Description of Portions of Towns included in the District

10-13-25

Agenda Item #7, Proposed Resolution from the Village of Cross Plains to authorize a levy limit exception for charges assessed by the Cross Plains Area EMS and Cross Plains-Berry Joint Fire District

The Village of Cross Plains is requesting that we approve the two attached resolutions so they can use it as an adjustment on Line I of their levy limit worksheet. I have attached a copy of the directions for Line I.

Berry does not need to use this adjustment for our levy limit worksheet, but if any municipality in the district plans to use the adjustment all the municipalities need to approve resolutions.

- **Line G –** enter the levy increase to pay unreimbursed expenses related to an emergency declared by the governor under state law (sec. 323.10, Wis. Stats.). If you report an amount on this line, in Sec. E, Line 3, attach the federal and state reimbursement determinations (ex: WI Project Completion Certification DMA Form P.4, Subgrant Application FEMA Form 90-91 and FEMA Project Worksheet) and a summary of unreimbursed expenses.
- **Line H –** enter the amount of increase or decrease in costs associated with an intergovernmental cooperation agreement created under sec. 66.0301, Wis. Stats. It must be a redistribution of costs in an existing agreement. If you report an amount on this line, in Sec. E, Line 3, attach a copy of the cooperation agreement and detail of the redistribution of costs.
- **Line I –** enter the amount of increase in charges assessed by a joint fire department, organized under state law (sec. 61.65(2)(a)(3), 62.13(2m) or 66.0301(2), Wis. Stats.), and/or joint emergency medical services (EMS) district if it qualifies under sec. 66.0602(2), Wis. Stats. Note: The total charges assessed by the joint fire department or EMS district must be less than or equal to the Consumer Price Index ending August 31 plus 2% **and** all participating municipalities must adopt a resolution to exceed the levy limit. If you report an amount on this line, in Sec. E, Line 3, attach the signed resolution approving the increase and a summary of the total assessed charges for the prior and current year. If this is a new agreement, provide a copy of the organizational papers from when the joint fire department or joint EMS district was established.
- **Line J –** enter the amount of decrease in tax levy for the transfer of services to another governmental unit. If you report an amount on this line, in Sec. E, Line 3, you must attach Form SL-205: *Notice of Service Transfer* and any supporting documentation (ex: agreement, cost breakdown).
- **Line K –** enter the amount of increase in tax levy for the transfer of services from another governmental unit. If you report an amount on this line, in Sec. E, Line 3, you must attach Form SL-205: *Notice of Service Transfer* and any supporting documentation (ex: agreement, cost breakdown).
- **Line L –** towns enter the amount of decrease in tax levy for an annexation of land by a city or village. The amount includes the town's portion of collected property taxes for the annexed parcels. If you report an amount on this line, in Sec. E, Line 3, attach:
  - The ordinance or a summary including the effective date
  - Name of the city or village
  - Copy of the town's prior year tax bill

  Note: This is a one-year adjustment only. Do not report the five years of payments the town will receive from the city or village.
- **Line M –** cities or villages enter the amount of increase in tax levy for an annexation of land from a town. The amount includes the town's portion of collected property taxes for the annexed parcels. If you report an amount on this line, in Sec. E, Line 3, attach:
  - The ordinance or a summary including the effective date
  - Name of the town
  - Copy of the town's prior year tax bill
- **Line N –** enter the levy increase for lease payments for lease revenue bonds issued before July 1, 2005
- **Line O –** enter the amount of levy increase for a shortfall for debt service on revenue bonds issued under sec. 66.0621, Wis. Stats., or special assessment B bonds issued under sec. 66.0713(4), Wis. Stats.
- **Line P –** enter the amount of levy increase for shortfall in general fund due to loss of revenue from the sale of water or other commodity to a manufacturer that has discontinued operations
- **Line Q –** enter the amount of decrease in tax levy for the adoption of a new fee or fee increase for covered services that were partly or wholly funded by levy in 2013. For each covered service, the adjustment should not exceed the amount funded by levy in 2013, including prior year adjustments. Note: Covered services include garbage collection, fire protection, snow plowing, street sweeping and storm water management.
- **Line R –** to use the allowable increase provided in Sec. C, enter an amount equal to or less than Sec. C, Line 8. To qualify for this adjustment:
  - Your municipality must approve this adjustment by a two-thirds majority voteYour current year total outstanding general obligation debt must be less than or equal to your total outstanding general obligation debt in the previous year
  - You cannot report an amount on Line A **and** Line R
- **Line S** – enter an increase of $1,000 for each occupancy permit issued in 2024 for qualifying single-family residential dwellings that are:
  - On a parcel of no more than 0.25 acre in a city or village
  - On a parcel of no more than 1.0 acre in a town

RESOLUTION # 2025-2

A RESOLUTION TO AUTHORIZE A LEVY LIMIT EXCEPTION FOR CHARGES ASSESSED BY THE CROSS PLAINS AREA EMS DISTRICT

WHEREAS, The Town Board of the Town of Berry, Dane County, Wisconsin, has the specific authority under s. 66.0602(3)(h)2.b., Wis. Statutes, to adopt this Resolution; and

WHEREAS, the Cross Plains Area EMS District (the EMS District) consists of the Village of Cross Plains, the Town of Cross Plains, the Town of Springfield, and the Town of Berry, herein referred to as signatory municipalities; and

WHEREAS, Section 66.0602(3)(h) Wis. Stats., of the Levy Limit Law, allows the signatory municipalities to exceed the levy limit if the levy increase requested by the EMS District would cause a municipality to exceed its permitted levy limit, provided the levy increase requested by the EMS District is less than the sum of the Consumer Price Index (CPI) plus 2%, and provided all the signatory municipalities pass a resolution allowing a signatory municipality to exceed the levy limit.

NOW, THEREFORE BE IT RESOLVED, that the undersigned signatory municipality hereby authorizes any signatory municipality to exceed the levy limit in accordance with SS 66.0602(3)(h) if they are authorized to do so and so elect.

These changes shall be effective upon adoption and after this Resolution has been duly noticed and published pursuant to the applicable Wisconsin Statutes.

Adopted this 20th day of October, 2025.

_____
Duane Haag, Chairperson

ATTEST:

_____
Brenda Kahl, Clerk/Treasurer

RESOLUTION # 2025-3

A RESOLUTION TO AUTHORIZE A LEVY LIMIT EXCEPTION FOR CHARGES ASSESSED BY THE CROSS PLAINS-BERRY JOINT FIRE DISTRICT

WHEREAS, The Town Board of the Town of Berry, Dane County, Wisconsin, has the specific authority under s. 66.0602(3)(h)2.b., Wis. Statutes, to adopt this Resolution; and

WHEREAS, the Cross Plains-Berry Joint Fire District (the Fire District) consists of the Village of Cross Plains, the Town of Cross Plains, and the Town of Berry, herein referred to as signatory municipalities; and

WHEREAS, Section 66.0602(3)(h) Wis. Stats., of the Levy Limit Law, allows the signatory municipalities to exceed the levy limit if the levy increase requested by the Fire District would cause a municipality to exceed its permitted levy limit, provided the levy increase requested by the Fire District is less than the sum of the Consumer Price Index (CPI) plus 2%, and provided all the signatory municipalities pass a resolution allowing a signatory municipality to exceed the levy limit.

NOW, THEREFORE BE IT RESOLVED, that the undersigned signatory municipality hereby authorizes any signatory municipality to exceed the levy limit in accordance with SS 66.0602(3)(h) if they are authorized to do so and so elect.

These changes shall be effective upon adoption and after this Resolution has been duly noticed and published pursuant to the applicable Wisconsin Statutes.

Adopted this 20th day of October, 2025.

_____

Duane Haag, Chairperson

ATTEST:

_____

Brenda Kahl, Clerk/Treasurer

10-13-25

Agenda Item #8, Revising Recycling and Solid Waste Ordinance 206.1

The Town is required to revise the ordinance to reflect changes in the recycling rule revisions, which has been added.

Also, added are rules for the collection of solid waste.

Please review and let me know if you have any comments.

206.1 Recycling and Solid Waste Ordinance

I Purpose
II Conflict and Severability
III Applicability
IV Definitions
V Separation of Recyclable Materials
VI Separation Requirements Exempted
VII Care of Separated Recyclable Materials
VIII Responsibilities of Owners or Designated Agents of Multiple-Family Dwellings
IX Responsibilities of Owners or Designated Agents of Non-Residential Facilities and Properties
X Prohibitions on Disposal of Recyclable Materials Separated for Recycling
XI Anti-Scavenging Provision
XII Disposal of Non-Recyclable Materials – Solid Waste
XIII Restrictions on Locations and Time Periods for Containers
XIV Enforcement
XV Promulgation of Regulations
XVI Effective Date

SECTION I – PURPOSE

The purpose of this ordinance shall be to maintain and protect public health and sanitation by removal of solid waste and other material generated in the Town, to eliminate dispersal of waste material along the roads and other public and private properties in and near the Town, and to provide a comprehensive Town recycling program. The Town Board finds participation in a mandatory source separation recycling program appropriate in this jurisdiction to conserve local landfill capacity. The Town Board also finds participation in these programs appropriate to achieve consistency with county-wide and state-wide recycling policies to ensure that the waste generated in the Town will be able to be delivered to the county-owned landfills and the county owned material recycling facilities.

SECTION II – CONFLICT AND SEVERABILITY

The provisions of this ordinance shall be held to be minimum requirements and shall not be deemed a limitation of repeal of any other power ranted by the Wisconsin Statutes and pertinent Dane County Ordinances in their interpretation and application. Because this ordinance creates a comprehensive, mandatory source separation recycling program in our community, where any terms or requirements of this ordinance may be inconsistent or conflicting, the more restrictive requirements or interpretations consistent with state and county law shall control. If any section, provision or portion of this ordinance is found unconstitutional or invalid by a court, the remainder of the ordinance shall remain enforceable and shall not be affected by the ruling.

SECTION III – APPLICABILITY

This ordinance shall apply to all persons, entities and waste generating activities within the limits of the Town of Berry and includes but is not limited to all waste generated by all residential and commercial activities.

SECTION IV – DEFINITIONS

For the purpose of this ordinance:

A. Collector/Hauler. The contractor or entity chosen by the Town Board to collect, handle, transport and dispose of the solid waste, recyclables and non-recyclables, generated in the Town, or, person or persons contracting with waste generators for these services, and will enforce preparation standards for recyclable materials as well as ensure community compliance with this source separation recycling program.

B. Bi-metal container. A container for carbonated or malt beverages that is made primarily of a combination of steel and aluminum.

C. Container board. A corrugated paperboard used in the manufacture of shipping containers and related products.

D. Demolition waste. The portion of solid waste from the repair, remodeling, construction or reconstruction of buildings, such as lumber, roofing and sheathing scraps, rubble, broken concrete, asphalt, plaster, conduit, wire, insulation and other materials resulting from the demolition of buildings and improvements.

E. Dwelling unit. A place of habitation occupied by normal single-family unit or a combination of persons who may be considered as equivalent to a single-family unit for the purpose of this ordinance.

F. Foam polystyrene packaging. Packaging made primarily from foam polystyrene that satisfies one of the following criteria. Is designed for serving food or beverages, consists of loose particles intended to fill space and cushion the packaged article in a shipping container, or consists of rigid materials shaped to hold and cushion the packaged article in a shipping container.

G. Glass containers. Glass bottle, jar or other packaging container used to contain a product that is the subject of a retail sale and does not include ceramic cups, dishes, oven ware, plate glass, safety and window glass, heat-resistant glass such as pyrex, lead based glass such as crystal, or TV tubes.

H. Hazardous waste or hazardous substance. Those wastes or substances defined as such in NR 661.03 of the Wisconsin Administrative Code, including all amendments provided thereto, as provided therein pursuant to section 291.05(1) to 291.11(4), Wisconsin Statutes, or other acts pursuant to authority vested in the Wisconsin Department of Natural Resources to describe and list materials thusly and also includes in the meaning of "hazardous waste" or "hazardous substance" as described herein. Those solid wastes or substances found in household waste, notwithstanding the household waste exclusion provided in s. NR 661.01(2)(a), Wisconsin Administrative Code.

I. HDPE. High density polyethylene, labeled by the resin code #2.

J. Lead-acid batteries. Automotive and related batteries that are comprised of lead plates with an acid electrolyte, and does not include nickel-cadmium batteries, dry cell (flashlight) batteries or batteries used in calculators, watches, hearing aids or similar devices.

K. LDPE. Low density polyethylene, labeled by the resin code #4.
L. Magazines. Magazines and other materials printed on similar paper.
M. Major appliance. A residential or commercial air conditioner, clothes dryer, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, furnace, boiler, dehumidifier, water heater or stove.
N. Multi-family dwelling. A structure containing five or more residential units, including units that are occupied seasonally.
O. Newspapers. A newspaper and other materials printed on newsprint.
P. Non-residential facilities and properties. Commercial, retail, industrial, institutional and government facilities and properties. Non-residential facilities and properties includes any location at which goods or services are provided or manufactured, including locations under construction, demolition, or remodeling, or used for special events. This term does not include multiple family dwellings.
Q. Office paper. A variety of high-grade printing and writing papers. This term does not include industrial process waste, newspaper or packaging.
R. Other resins or multiple resins. Plastic resins labeled by the resin code #7.
S. Person. Includes any individual, corporation, limited liability company, partnership, association, local government unit, as defined in section 66.0131(1)(a) Wisconsin Statutes, state agency or authority or federal agency.
T. PETE or PET. Polyethylene terephthalate, labeled by the resin code #1.
U. Plastic container. An individual, separate, rigid plastic bottle, can, jar or carton, except for a blister pack, that is originally used to contain a product that is subject of a retail sale.
V. Postconsumer wastes. Solid waste other than solid waste generated in the production of goods, hazardous waste, as defined in Section 291.01(7), Wisconsin Statutes, waste from construction and demolition of structures, scrap automobiles, or high-volume industrial waste, as defined in Section 289.01(17), Wisconsin Statutes.
W. PP. Polypropylene, labeled by the resin code #5.
X. PS. Polystyrene, labeled by the resin code #6.
Y. PVC. Polyvinyl chloride, labeled by the resin code #3.
Z. Recyclable material. Includes lead acid batteries; major appliances; waste oil; yard waste; aluminum containers; corrugated paper or other container board; foam polystyrene packaging; glass containers; magazines; newspaper; office paper; rigid plastic containers, including those made of PETE, HDPE, PVC, LDPE, PP, PS and other resins or multiple resins; steel containers; waste tires; and bi-metal containers.
AA. Solid waste. The meaning specified in Section 289.01(33), Wisconsin Statute.
BB. Solid waste facility. The meaning specified in Section 289.01(35) Wisconsin Statute.
CC. Solid waste treatment. Any method, technique or process which is designed to change the physical, chemical or biological character or composition of solid waste. Treatment includes incineration.
DD. Waste oil. A petroleum-based or synthetic oil that has become unsuitable for its original purpose due to contamination with impurities, such as dirt, metal shavings, or water, or a loss of its original properties. It encompasses both used

oil from machinery and vehicles and off-spec or unused oils that fail to meet quality standards.

EE. Waste tire. A tire that is no longer suitable for its original purpose because of wear, damage or defect.

FF. Yard waste. Leaves, grass clippings, yard and garden debris and brush, including clean woody vegetative material no greater than six inches in diameter. This term does not include stumps, roots or shrubs with intact root balls.

SECTION V – SEPARATION OF RECYCLABLE MATERIALS

Occupants of single family and two to four unit residences, multiple-family dwellings and non-residential facilities and properties shall separate the following materials from postconsumer waste:

A. Lead acid batteries
B. Major appliances
C. Waste oil
D. Yard waste
E. Aluminum containers
F. Bi-metal containers
G. Corrugated paper or other container board
H. Foam polystyrene packaging
I. Glass containers
J. Magazines
K. Newspaper
L. Office paper
M. Rigid plastic containers made of PETE, HDPE, PVC, LDPE, PP, PS, and other resins or multiple resins
N. Steel containers
O. Waste tires

SECTION VI – SEPARATION REQUIREMENTS EXEMPTED

The separation requirements in Section V do not apply to the following:

A. Occupants of single family and 2-to-4-unit residences, multiple-family dwellings and non-residential facilities and properties that send their postconsumer waste to a processing facility licensed by the Wisconsin Department of Natural Resources that recovers the materials specified in Section V from solid waste in as pure a form as is technically feasible.

B. Solid waste which is burned as a supplement fuel at a facility if less than 30 % of the heat input to the facility is derived from the solid waste burned as supplement fuel.

C. A recyclable material specified in Section V, letters A-O, for which a variance has been granted by the Department of Natural Resources under Section 287.11(2m), Wisconsin Statutes or Section NR 544.14, Wisconsin Administrative Code.

SECTION VII – CARE OF SEPARATED RECYCLABLE MATERIALS

To the greatest extent practicable, the recyclable materials separated in accordance with Section V shall be clean and kept free of contaminants such as food or product residue,

oil or grease, or other non-recyclable materials, including but not limited to household hazardous waste, medical waste, and agricultural chemical containers. Recyclable materials shall be stored in a manner which protects them from wind, rain, and other inclement weather conditions. Lead-acid batteries shall have all caps firmly attached and be free from leaks. Waste oil shall be clearly identified as to type of lubricant or fluid, shall be free of materials interfering with recycling process, and shall be in tightly sealed, non-leaking containers.

SECTION VIII – RESPONSIBILITIES OF OWNERS OR DESIGNATED AGENTS OF MULTIPLE-FAMILY DWELLINGS

A. Owners or designated agents of multiple-family dwellings shall do all of the following to recycle the materials specified in Section V, letters E-O:
   1. Provide adequate, separate containers for the recycling program established in compliance with the ordinance. The number of recycling containers shall equal or be greater than the number of trash containers and at least one of the following shall be met:
      i. The minimum total volume of recycling container space is equal to 20 gallons per week per dwelling unit.
      ii. The ratio of trash container volume to recycling container volume is at most 2:1.
      iii. An alternative method that does not result in the overflow of a recycling container during the time period between collection of materials and delivery to a recycling facility.
   2. Notify tenants in writing at the time of renting or leasing the dwelling and at least semi-annually thereafter about the established recycling program.
   3. Provide for the collection of the materials separated from the solid waste by the tenants and the delivery of the materials to a recycling facility.
   4. Notify tenants which materials are collected, how to prepare the materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.

B. The requirements specified in A do not apply to the owners or designated agents of multiple-family dwellings if the postconsumer waste generated within the dwelling is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in Section V, letters E-O, from solid waste in as pure a form as is technically feasible.

C. It shall be the responsibility of every occupant, tenant, or proprietor of any residential unit to provide and at all times keep in a suitable place readily accessible to the refuse collector, containers capable of holding all solid waste which would ordinarily accumulate on such premises between the times of successive collections. The owner of any multiple dwelling shall furnish proper containers. Containers located at multiple dwellings shall be marked so as to indicate the residential unit to which they belong.

SECTION IX – RESPONSIBILITIES OF OWNERS OR DESIGNATED AGENTS OF NON-RESIDENTIAL FACILITIES AND PROPERTIES

A. Owners or designated agents of non-residential facilities and properties shall do all of the following to recycle the materials specified in Section V, letters E-O:
   1. Provide adequate, separate containers for the recycling program established under this section. The total volume of recycling containers shall be sufficient to avoid overflow during the time period between collection of materials and delivery to a recycling facility.
   2. Notify in writing, at least semi-annually, all users, tenants and occupants of the properties about the established recycling program.
   3. Provide for the collection of the materials separated from the solid waste by the users, tenants and occupants and the delivery of the materials to a recycling facility.
   4. Notify users, tenants and occupants which materials are collected, how to prepare materials in order to meet the processing requirements, collection methods or sites, and locations of drop-off collection sites to recycle materials not collected on-site.

B. The requirements specified in A do not apply to the owners or designated agents of non-residential facilities and properties if the postconsumer waste generated within the facility or property is treated at a processing facility licensed by the Department of Natural Resources that recovers for recycling the materials specified in Section V, letters E-O, from solid waste in as pure a form as is technically feasible.

SECTION X – PROHIBITIONS ON DISPOSAL OF RECYCLABLE MATERIALS SEPARATED FOR RECYCLING

No person may dispose of in a solid waste disposal facility or burn in a solid waste treatment facility any of the materials specified in Section V, letters E-O, that have been separated for recycling, except waste tires may be burned with energy recovery in a solid waste treatment facility.

SECTION XI – ANTI-SCAVENGING PROVISION

Persons shall not pilfer recyclables or disturb recyclables once those materials are placed for collection. All recyclable materials placed for collection pursuant to this ordinance shall thereupon become the property of the Town, or, the Town's authorized agent, or, a private collector/hauler whom persons in the Town have contracted to perform functions pursuant to the recycling plan provided in this ordinance. Only persons authorized by the Town or the generator of waste shall collect or handle recyclable materials once those materials have been placed appropriately for collection. Any and each collection by unauthorized persons in violation of this provision shall constitute a separate and distinct offense punishable as provided hereinafter.

SECTION XII – DISPOSAL OF NON-REYCLABLE MATERIALS – SOLID WASTE

A. Non-recyclable materials shall be separated from recyclable materials and shall be placed for collection by the Town's authorized collector. Materials shall be placed in the proper containers as per the contract with the authorized collector. All containers shall be kept in a neat, clean and sanitary condition at all times.

B. Prohibited Materials. These items are banned from the landfill because they are considered household hazardous waste and are harmful to the environment, they require special disposal methods.
   1. Asbestos and asbestos containing materials.
   2. Appliances and electronics.
   3. Batteries.
   4. Cleanfill. Concrete, brick, and dirt shall not be co-mingled with other items.
   5. Explosives, gasses, solvents, corrosives and poisons.
   6. Fluorescent bulbs and ballasts.
   7. Oil, used oil filters and oil absorbents.
   8. Paints that are liquid and chemicals.
   9. Propane tanks and propane cylinders.
   10. Sharps, needles and biological hazards.
   11. Tires.
   12. Yard waste, bush, grass and leaves.

SECTION XIII – RESTRICTIONS ON LOCATIONS AND TIME PERIODS FOR CONTAINERS

A. All containers for non-recyclables and recyclable materials that are placed adjacent to the public road for collection as designated by the collector shall be placed adjacent to the public road not earlier than twenty-four hours before the regular collection time and shall be removed from the curbside collection point within twenty-four hours after the regular collection time.

B. The time for collection shall be determined by the authorized collector, as approved by the Town Board.

SECTION XIV – ENFORCEMENT

A. For the purpose of ascertaining compliance with the provisions of this ordinance, any authorized officer, employee or representative of the Town of Berry may inspect recyclable materials separated for recycling, postconsumer waste intended for disposal, recycling collection sites and facilities, collection vehicles, collection areas of multiple-family dwellings and non-residential facilities and properties, and any records relating to recycling activities, which shall be kept confidential when necessary to protect proprietary information. No person may refuse access to any authorized officer, employee or authorized representative of the Town of Berry who requests access for purposes of inspection, and who presents appropriate credentials. No person may obstruct, hamper, or interfere with such an inspection.

B. Any person who violates a provision of this ordinance may be issued a citation by the Town of Berry to collect forfeitures. The issuance of a citation shall not preclude proceeding under any other ordinance or law relating to the same or any other matter. Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude the issuance of a citation under this paragraph.

C. Penalties for violating this ordinance may be assessed as follows:

1. Any person who violates Section X may be required to forfeit $50 for a first violation, $200 for a second violation, and not more than $2,000 for a third or subsequent violation.
2. Any person who violates a provision of this ordinance, except Section X, may be required to forfeit not less than $10 or more than $1,000 for each violation.

SECTION XV – PROMULGATION OF REGULATIONS

The Town Board shall prepare regulations, standards and schedules as necessary to make effective all provisions of this ordinance. Periodically, upon a schedule adopted by the municipality, the Town Clerk shall prepare notices and distribute other information to persons and entities generating waste within the Town for the purpose of informing the public about the requirements dictated by this mandatory source separation recycling ordinance.

SECTION XVI – EFFECTIVE DATE

This ordinance shall take effect and be in force from and after the day after passage and publication as required by law.

Dated this 20th day of October, 2025

Attest: _____
Brenda Kahl, Clerk/Treasurer

_____
Duane Haag, Chairperson

Posted: _____

_____
David Evert, Supervisor

Published: _____

_____
Michael Statz, Supervisor

_____
Nichole Schwoerer, Supervisor

_____
Derek Statz, Supervisor

10/13/2025			CURRENT YEAR - 2025			BUDGET YEAR - 2026		
ACTIVITY	ACTUAL 2024	ACTUAL 9/9/2025	ESTIMATED YEAR END	TOTAL	BUDGETED	PROPOSED	ADOPTED	INFO
REVENUES							2024-25 mill rate =	4.95
General Property Taxes	629,061	939,218	-	939,218	939,218	952,699	4.61	= mill rate
Fire and EMS District Taxes	135,819	168,677	-	168,677	168,677	226,324		
In Lieu of Tax - MFL	18,086	20,277	-	20,277	20,000	20,000		
Total Taxes	**782,966**	**1,128,172**	**-**	**1,128,172**	**1,127,895**	**1,199,023**		
County Aid - Roads & Bridges	95,420	-	-	-	-			
Fire Insurance Tax (2%)	9,640	12,083	-	12,083	9,640	12,000		
Personal Property Aid	76	76	-	76	76	76		
Personal Property Aid - Act 12	-	251	-	251	250	250		
State Aid - Computer	35	35	-	35	35	35		
State Aid - Recycling	3,302	3,300	-	3,300	3,300	3,300		
State Aid - Transportation	125,190	93,892	31,297	125,189	125,189	133,988		
State Shared Revenue	20,673	3,172	17,974	21,146	21,146	21,865		
State Shared Supplemental Taxes	49,775	7,638	43,281	50,919	50,919	52,650		
Local Road Improvement Program	-	-	-	-	-			
WEC Grant	-	323	-	323	-			
WI Disaster Fund - Storms	-	9,010	-	9,010	-			
Total Intergovernmental Aid	**304,111**	**129,780**	**92,552**	**222,332**	**210,555**	**224,164**		
Building / Land Use Permits	17,161	18,964	500	19,464	14,000	18,000		
Cemetery	48	-	48	48	48	48		
Dog License / Town's Share	431	268	282	550	550	500		
Driveway Permit Application Fee	2,100	2,950	-	2,950	1,500	2,000		
Liquor License Application Fee	340	340	-	340	340	340		
Title Searches	725	700	50	750	600	600		
Town Hall Rental Fee	2,000	1,100	800	1,900	1,500	1,500		
Zoning Changes Fee	20,665	11,175	850	12,025	6,000	10,000		
Total Licenses / Permits / Other	**43,470**	**35,497**	**2,530**	**38,027**	**24,538**	**32,988**		
Garbage Services	57,890	58,904	-	58,904	59,019	96,125		
Recycling Services	24,165	24,672	-	24,672	21,420	41,601		
Total Charges for Services	**82,055**	**83,576**	**-**	**83,576**	**80,439**	**137,726**		

10/13/2025			CURRENT YEAR - 2025			BUDGET YEAR - 2026		
ACTIVITY	ACTUAL 2024	ACTUAL 9/9/2025	ESTIMATED YEAR END	TOTAL	BUDGETED		ADOPTED	INFO
REVENUES continued								
Interest Income	59,029	40,172	12,000	52,172	30,000	40,000		
Total Investments	**59,029**	**40,172**	**12,000**	**52,172**	**30,000**	**40,000**		
Miscellaneous	3,790	52	-	52	150	150		
Ag Use Penalty	2,880	579	-	579	-	-		
Total Miscellaneous	**6,670**	**631**	**-**	**631**	**150**	**150**		
Sale of Town Property	24,904	-	-	-	-	-		
Sale of Town Property	**24,904**	**-**	**-**	**-**	**-**	**-**		
TOTAL REVENUES & LEVIES	**1,303,205**	**1,417,828**	**107,082**	**1,524,910**	**1,473,577**	**1,634,051**		

10/13/2025 ACTIVITY	ACTUAL 2024	ACTUAL 9/9/2025	CURRENT YEAR - 2025 ESTIMATED YEAR END	TOTAL	BUDGETED	BUDGET YEAR - 2026 PROPOSED	ADOPTED	INFO
EXPENDITURES								
Assessor	20,500	20,500	-	20,500	20,500	14,400		
Audit	7,400	8,500	-	8,500	8,500	10,000		
Building / Land Use Permits	16,671	15,484	20	15,504	12,000	14,000		
Elections	7,050	3,290	450	3,740	5,158	18,857		
General Administration	100,734	78,562	31,520	110,082	110,082	116,110		
Legislative / Town Board	18,581	9,687	7,895	17,582	17,582	19,076		
Newsletter	141	102	48	150	150	150		
Office Equipment	2,937	2,127	621	2,748	2,748	2,868		
Office Supplies	2,436	1,073	550	1,623	2,260	2,810		
Plan Commission	1,374	893	197	1,090	1,090	1,330		
Professional Fees	18,181	20,245	5,000	25,245	15,000	20,000		
Publishing / Legal Notices	320	35	100	135	495	500		
Treasurer Expense	1,104	566	484	1,050	1,050	1,150		
Website / Computer Software	1,541	1,615	210	1,825	1,800	2,160		
Total General Government	**198,970**	**162,679**	**47,095**	**209,774**	**198,415**	**223,411**		
Insurance	14,562	7,467	9,143	16,610	16,610	18,000		
Landscape / Mowing	1,415	935	680	1,615	1,785	1,785		
Membership Dues	3,621	3,353	-	3,353	3,622	3,700		
Streetlights	215	149	80	229	216	240		
Telephone / Internet	2,748	1,883	944	2,827	2,772	3,660		
Town Hall	4,437	2,103	200	2,303	4,024	4,040		
Town Hall Utilities	2,463	1,997	776	2,773	2,700	2,990		
Total General Operating	**29,461**	**17,887**	**11,823**	**29,710**	**31,729**	**34,415**		
Cemetery - Sunning Hill	6,560	6,400	400	6,800	6,800	800		
NW Dane Senior Services	6,000	6,000	-	6,000	6,000	6,000		
Total Health & Human Services	**12,560**	**12,400**	**400**	**12,800**	**12,800**	**6,800**		
Town Park	3,113	2,755	460	3,215	3,500	3,500		
Total Parks	**3,113**	**2,755**	**460**	**3,215**	**3,500**	**3,500**		

10/13/2025 ACTIVITY	ACTUAL 2024	ACTUAL 9/9/2025	CURRENT YEAR - 2025 ESTIMATED YEAR END	TOTAL	BUDGETED	BUDGET YEAR - 2026 PROPOSED	ADOPTED	INFO
EXPENDITURES continued								
Highway Capital Equipment	108,628	21,500	-	21,500	90,000	100,000		
Consulting Firm	15,000	7,988	-	7,988	8,000	10,000		
Fuel	15,203	4,764	9,400	14,164	15,000	15,000		
Garage Utilities	3,215	2,779	487	3,266	3,540	3,430		
Gravel / Cold Mix Patch	39,094	15,685	10,000	25,685	30,000	30,000		
Highway Operating Contingency	1,425	-	-	-	5,000	5,000		
Other	9,906	166	-	166	500	500		
Repairs	21,830	6,509	5,000	11,509	25,000	20,000		
Salt / Screenings / chips mix	7,609	4,250	5,000	9,250	20,000	20,000		
Supplies / Parts / Signs / Rentals	13,658	19,347	2,700	22,047	14,000	14,250		
Highway Salaries	75,628	52,587	54,339	106,926	117,317	121,129		
Road Construction	429,848	176,679	323,321	500,000	500,000	500,000		
Tree Cutting	-	-	-	-	-	20,000		
Turkey Road Construction Loan	129,286	-	129,286	129,286	129,286	129,286		
Total Highway / Transportation	**870,330**	**312,254**	**539,533**	**851,787**	**957,643**	**988,595**		
Dane County Radio Operation	3,586	3,842	-	3,842	3,894	4,000		
Manufacturing Tax	29	31	-	31	30	30		
Miscellaneous	10	-	-	-	250	250		
Payment in Lieu of Taxes - MFL	5,675	7,145	-	7,145	5,700	5,700		
Total Miscellaneous	**9,300**	**11,018**	**-**	**11,018**	**9,874**	**9,980**		
Garbage	56,714	44,064	14,702	58,766	59,019	96,125		
Recycling	28,826	21,986	7,542	29,528	31,920	44,901		
Total Sanitation	**85,540**	**66,050**	**22,244**	**88,294**	**90,939**	**141,026**		
TOTAL EXPENDITURES	**1,209,274**	**585,043**	**621,555**	**1,206,598**	**1,304,900**	**1,407,727**		

10/13/2025			CURRENT YEAR - 2025			BUDGET YEAR - 2026		
ACTIVITY	ACTUAL 2024	ACTUAL 9/9/2025	ESTIMATED YEAR END	TOTAL	BUDGETED	PROPOSED	ADOPTED	INFO
EXPENDITURES continued								
Fire and/or EMS Vehicle Reserve						**25,000**		
District 1 EMS	18,527	18,545	6,234	24,779	24,779	24,517		
District 1 EMS ambulance	-	-	-	-	-	9,964		
Black Earth Fire District	19,229	16,930	5,642	22,572	22,572	25,434		
Black Earth Fire District - 2% dues	4,110	5,156	-	5,156	4,110	5,150		
Total Black Earth District	**41,866**	**40,631**	**11,876**	**52,507**	**51,461**	**65,065**		
Cross Plains/Berry EMS	44,786	23,758	-	69,826	74,192	47,515	estimate	
Cross Plains/Berry Fire District	48,875	26,606	16,418	43,024	43,024	64,744		
Cross Plains/Berry Fire Vehicle	-	-	-	-	-	24,000		
Total Cross Plains District	**93,661**	**50,364**	**16,418**	**112,850**	**117,216**	**136,259**		
TOTAL EXPENDITURES & LEVIES	**1,344,801**	**676,038**	**649,849**	**1,371,955**	**1,473,577**	**1,634,051**		

10/13/2025		List of bills to be approved at the October 20, 2025 board meeting	
Date	**Check #**	**Payee**	**Amount**
9/23/2025	19890	Brenda Kahl	1,830.70
9/23/2025	19891	Lucas Danz	1,678.23
10/7/2025	19892	Brenda Kahl	1,830.70
10/7/2025	19893	Lucas Danz	1,678.23
10/20/2025	19894	Alliant Energy	163.49
10/20/2025	19895	Black Earth Joint Fire District - payment 4 of 4	5,643.14
10/20/2025	19896	Boehnen Inc - excavate Matz Road	95,589.54
10/20/2025	19897	Brenda Kahl - mileage	127.40
10/20/2025	19898	Compass Minerals America - salt	4,350.70
10/20/2025	19899	Cross Plains-Berry Fire District - payment 3 of 3	16,404.04
10/20/2025	19900	Dane County District 1 EMS - payment 4 of 4	6,181.73
10/20/2025	19901	Decker Supply - signs and parts	554.35
10/20/2025	19902	Derek Statz - base pay and meetings	577.18
10/20/2025	19903	General Engineering - zoning and building permits	3,658.40
10/20/2025	19904	Gordon Flesch - fee for copies printed per month	32.12
10/20/2025	19905	Group Health Cooperative - medical insurance	2,583.00
10/20/2025	19906	Joe Kruchten - Plan Commission meetings	87.73
10/20/2025	19907	Lake Ridge Bank - postage, WTA convention fee, etc	240.63
10/20/2025	19908	Lucas Danz - cell phone	25.00
10/20/2025	19909	McFarlane - supplies	7.49
10/20/2025	19910	Michael Statz - base pay and meetings	623.36
10/20/2025	19911	Nichole Schwoerer - base pay and meetings	646.45
10/20/2025	19912	Public Health Dane Co - septic fee maintenance settlement	72.00
10/20/2025	19913	Scott Construction - cold mix	13,318.45
10/20/2025	19914	TDS Telecom	207.89
10/20/2025	19915	TrollBytes - October IT services	70.00
10/20/2025	19916	US Cellular - chair's cell phone	84.90
10/20/2025	19917	Weld Riley - cell tower, Matz property, EMS letter	2,112.50

Additional bills will be handed out at the meeting