

AGENDA
COMMITTEE OF THE WHOLE MEETING
CITY OF BERLIN
TUESDAY, JUNE 5, 2018, 7:00 PM
CITY HALL COUNCIL CHAMBERS

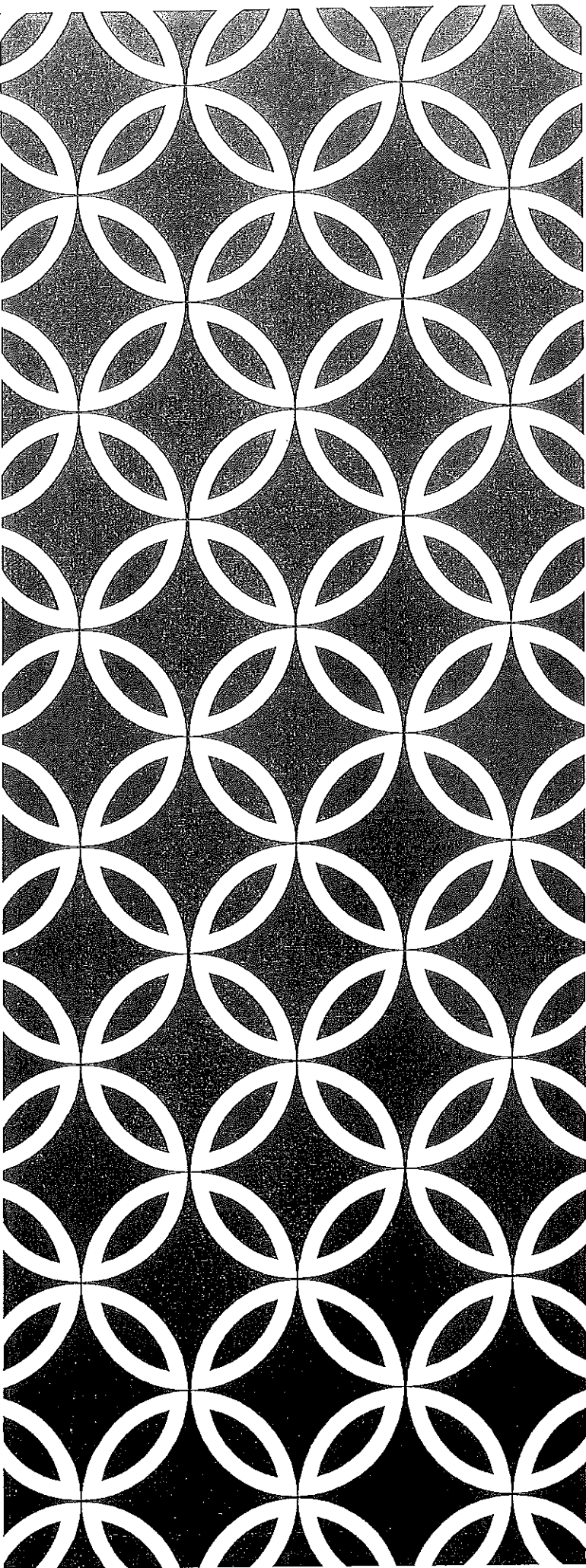
1. Roll Call.
2. General Public Comments. Registration card required (located at podium in Council Chamber).
3. Hotel Update. RECOMMENDATION: Listen to update. No action required.
4. Discussion on Waushara County ATV Association's Proposed ATV/UTV Ordinance for City of Berlin. RECOMMENDATION: Discuss and action as appropriate.
5. Municipal Court Agreement and Ordinance Updates. RECOMMENDATION: Discuss and action as appropriate.
6. Vacant Building Registration Ordinance. RECOMMENDATION: Review draft Vacant Building Registration Ordinance and action as appropriate.
7. Possible Amendment to Sex Offender Child Safety Zones Ordinance. RECOMMENDATION: Discussion and action as appropriate.
8. 2018 Federal and State Taxi Grant Contracts. RECOMMENDATION: Recommend to the Common Council to approve and authorize the Mayor to sign the 2018 Urban Mass Transit Assistance Contracts between the State of Wisconsin, Department of Transportation for Section 5311 and the City of Berlin for Calendar Year 2018, including the Federal Certifications and Assurances.
9. 5311 Capital Assistance Taxi Grant Contract. RECOMMENDATION: Recommend to Common Council to approve and authorize the Mayor to sign the 2018 Section 5311 Grant Agreement for \$41,440 for a mini-bus taxi.
10. Authorizing Resolutions for Grant Funding Applications. RECOMMENDATION: Recommend to Common Council to approve and adopt Resolution #18-07 Authorizing Representative to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund.
11. Safe Drinking Water Fund Loan Resolution Declaring Intent. RECOMMENDATION: Recommend to Common Council to approve and adopt Resolution #18-08 Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing (Safe Drinking Water Fund Loan).

12. Clean Water Fund Loan Resolution Declaring Intent. RECOMMENDATION:
Recommend to Common Council to approve and adopt Resolution #18-09 Declaring
Official Intent to Reimburse Expenditures from Proceeds of Borrowing (Clean Water
Fund Loan).

13. Adjourn.

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

NOTE: there will be a quorum of Council members from 6:30-7 p.m. in the Common Council Chambers on June 5 for the purpose of photos being taken. No city business will be considered or discussed at that time.



BERLIN WISCONSIN HOTEL PROJECT

Investor packet

AGENDA

INTRODUCTION

- IKWE DEVELOPMENT

DEVELOPMENT AND PROJECT OUTLINE

- HOTEL STUDY
- LAND
- CONSTRUCTION
- TURN KEY

COST BREAKDOWN & INVESTMENT OPPORTUNITIES

- PROJECT OVERVIEW
- CASH FLOW PROJECTIONS
- SAMPLE RETURN ANALYSIS – TEN YEARS

TIMELINE

QUESTIONS?

DEVELOPMENT & PROJECT OUTLINE

Hotel Study

- Lack of availability
- Lack of quality
- Lack of modern features and amenities

Recommendation

- Midscale brand amenities indoor pool, free breakfast and WIFI.
- 39 or 50 Guestrooms
- Online travel agent (OTA) and marketing to support the property

MID SCALE BRANDS

Hotel Classifications

<u>Economy</u>	<u>Midscale</u>	<u>Upper Midscale</u>
Americas Best Value Inn ★	★ ☆ AmericInn	Comfort Suites
Budget Host	☆ Baymont Inn & Suites	☆ Country Inn & Suites
Country Hearth Inn ★	☆ Best Western	Drury Inn & Suites
Days Inn ★	☆ Cobblestone Inn *	Drury Plaza Hotel
Econo Lodge ★	☆ Comfort Inn *	Fairfield Inn
Extended Stay America ★	☆ GrandStay Hotel & Suites	Hampton Inn
Knights Inn	Hawthorn Suites	Hampton Inn & Suites
Microtel Inn	La Quinta Inn & Suites	Holiday Inn
Motel 6	MainStay Suites	Holiday Inn Express
Red Roof Inn	☆ Quality Inn	Home2 Suites by Hilton
Rodeway Inn ★	Sleep Inn	
Super 8	Wingate by Wyndham	
Travelodge		

Source: Smith Travel Research; Hotel R&D, LLC *

LAND

Land requirement is 1.5 to 2 acres, including access to water and sewer nearby. Potential sites should be close to a high traffic area near restaurants and downtown area. A downsized site would be next to railroad tracks, major water drainage issues, known soil issues, next to a cemetery and/ or in a flood zones. This not to say a perfect location might need some work like taking down older builds to build a new building.

The land site is a very important piece in any hotel project. Proximity to restaurants and freeway access are frequently sought qualities.

If the land owner is willing to be a part of the hotel project, owners have several different ways to participate including: a 50/50 contribution with land as equity in the project and a cash payout, a long term lease, or full value of the land as equity into the project.

CONSTRUCTION

6 TO 8 MONTHS TO BUILD
LOCAL FIRST – BID PROCESS
IN KIND

TURN KEY

The financial success of any lodging facility is largely dependent on the skill and ability of management. A management company retained by investors/LLC group to manage hotel, for a management-fee, can be a solution. Management companies are comprised of experienced managers with established track records in their respective fields, and usually provide services such as maintaining a budget, accounting (payroll, paying bills), general administration (hiring of staff, training and any staffing issues), maintenance, marketing and setting sales goals.

INVESTMENT OPPORTUNITY

Finding investors for a hotel project can take many different forms including: cash investments, sweat equity, land equity, and in-kind donations. Typically, a hotel project is looking for 30% to 40% equity of the total project cost to find non-recourse financing from a local bank. When the hotel feasibility study is complete, a pro-forma is provided to help potential investors make decisions on their potential investment.

All hotel project groups are set-up as an LLC Entity and each member of the LLC will have a share of the hotel project. Each member will sign an LLC agreement with negotiated terms and conditions.

Example investment breakdown of a 39 room hotel

Total Hotel Project	\$4.6 million
35% equity	\$1.6 million
Financed by the bank	\$3 million

PROJECT OVERVIEW

Project Name: AmericInn
Location: Berlin, Wisconsin
Hold Period: 10 Year(s)
of Rooms: 39
Project Detail: New Construction
Service Type: Limited Service

General Inflation: 2.50%
Investor Unit Value: \$50,000
Equity Required: \$1,617,525
of Units: 32

DEBT STRUCTURE

Interest Rate: 5.00%
Interest Only Period: 1 Year(s)
Amortization Schedule: 20 Year(s)

I/O Debt Service (if any): \$150,199
Amortizing Debt Service: \$237,899

RESIDUAL SALE

Cap Rate: 9.00%

SAMPLE PROJECT COSTS

	Per Room	Total \$
Property Value	\$8,077	\$315,000
Hard Construction	\$81,962	\$3,196,500
Landscaping	\$897	\$35,000
FF&E/OS&E Hotel	\$14,103	\$560,000
Architectural & Engineering	\$1,282	\$50,000
Appraisal	\$115	\$4,500
Surveys	\$179	\$7,000
Construction Interest	\$3,077	\$120,000
Legal & Accounting Fees	\$128	\$5,000
Franchise Fees (Application & Fees)	\$897	\$35,000
Insurance	\$282	\$11,000
Signage	\$897	\$35,000
Permits & Fees	\$2,564	\$7,500
Working Capital/Contingency Funds	\$1,923	\$75,000
Pre-Opening Marketing, Staff & Training	\$1,923	\$75,000
Development Support	\$1,923	\$75,000
Total Development Costs	\$118,500	\$4,621,500

PROJECT SOURCES

	% of Total	\$\$\$
Total Debt	65.0%	\$3,003,975
Equity		
Tax Incremental Financing Upfront	0.0%	\$0
Other	0.0%	\$0
Cash	35.0%	\$1,617,525
Total Equity	35.0%	\$1,617,525

... projections will be realized as stated.

AmericInn

Berlin, Wisconsin

SAMPLE RETURN ANALYSIS - Ten Year

Analysis Year	0	1	2	3	4	5	6	7	8	9	10
Project Cost	(\$4,621,500)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cash Flow Before Debt Service	\$0	\$283,380	\$300,041	\$316,163	\$323,421	\$321,536	\$329,574	\$337,814	\$346,259	\$354,916	\$363,788
Residual Sale Price	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Loan Funding	\$3,003,975	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt Service - Interest	\$0	(\$150,199)	(\$148,161)	(\$143,570)	(\$138,744)	(\$133,671)	(\$128,338)	(\$122,733)	(\$116,841)	(\$110,647)	(\$104,137)
Debt Service - Principal	\$0	\$0	(\$89,738)	(\$94,329)	(\$99,155)	(\$104,228)	(\$109,551)	(\$115,166)	(\$121,056)	(\$127,252)	(\$133,762)
Loan Payoff	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TIF Funding and Distribution	\$0	\$0	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
NET CASH FLOW	(\$1,617,525)	\$133,181	\$102,142	\$118,264	\$125,522	\$123,637	\$131,676	\$139,915	\$148,360	\$157,017	\$2,198,259
Leveraged Deal IRR (Equity + Debt)	9.7%										
Profit (10 Year Total)	\$1,760,448										
Profit per Unit (\$50,000 investment)	\$54,418										
Equity Multiple	2.09x										
Leveraged Net Cash Return (with TIF)	8.2%										
Cumulative Average Leveraged Net Cash Return											
Debt Service	(\$150,199)	(\$237,899)	(\$237,899)	(\$237,899)	(\$237,899)	(\$237,899)	(\$237,899)	(\$237,899)	(\$237,899)	(\$237,899)	(\$237,899)
Total Net Cash Flow including TIF reimbursement	\$283,380	\$340,041	\$356,163	\$363,421	\$361,536	\$369,574	\$377,814	\$386,259	\$394,916	\$403,788	\$403,788
Debt Service Coverage Ratio - excluding TIF	1.89x	1.26x	1.33x	1.36x	1.35x	1.39x	1.55	1.42x	1.45x	1.49x	1.53x
Debt Service Coverage Ratio - including TIF	\$179,800	\$179,800	\$179,800	\$179,800	\$179,800	\$179,800	\$179,800	\$179,800	\$179,800	\$179,800	\$179,800
Estimated Distributable Depreciation	\$3,148,668	\$3,333,787	\$3,512,918	\$3,593,564	\$3,572,622	\$3,661,938	\$3,753,486	\$3,847,324	\$3,943,507	\$4,042,094	\$4,042,094
Projected Value (9.00% Cap Rate)											

Disclaimer: The first year projection of occupancy and ADR assume 1 full year of operations. The above proforma statement of cash flow from operations and debt service coverage represents a compilation of data and information gathered from historical data and industry statistics for similar types of properties. The preparer does not guarantee the data, and assumes no liability for any errors in fact, omissions, analysis or judgement. The data is based on the best judgments of the preparer and client. We make no guarantees or assurances that the projections will be realized as stated.

TIMELINE

0 TO 90 days	FIND INVESTORS
91 to 120 days	SECURE LLC, FINANCING, LAND & ZONING
121 to 150 days	FRANCHISE & CONSTRUCTION BIDS
151 to 331 days	GROUND BREAKING & CONSTRUCTION
331 to 360 days	FFE, HIRING & TRAINING STAFF
361 to 365 days	GRAND OPENING

IKWE DEVELOPMENT

Michelle Vander Vegte

President of development

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ALL-TERRAIN VEHICLE ROUTE ORDINANCE

TABLE OF CONTENTS

SECTION:

1-1	APPLICATION.....	2
1-2	CITY OF BERLIN COMMON COUNCIL	2
1-3	PURPOSE.....	2
1-4	APPLICABILITY AND ENFORCEMENT	2
1-5	LIMITATIONS	3
1-6	AREAS DESIGNATED	4
1-7	ROUTE SIGNS.....	4
1-8	SEVERABILITY AND ENFORCEMENT	4
1-9	EFFECTIVE DATE.....	5

ALL-TERRAIN VEHICLE ROUTE ORDINANCE

1-1 APPLICATION:

An ordinance to establish all-terrain vehicle routes for ATV/UTVs pursuant to section 23.33 (8)(b) and section 23.33(11) of the Wisconsin Statutes.

1-2 COMMON COUNCIL OF THE CITY OF BERLIN:

WHEREAS the Common Council of the City of Berlin is committed to improving the economic prosperity and the recreational opportunities of the Berlin community.

Whereas, the Common Council, with support from the City of Berlin Chief of Police, and the City of Berlin Director of Public Works, has given due consideration to the protection of the public safety and has examined the terrain involved, the traffic patterns on the proposed route, and the positive collective experience of other Wisconsin communities who have opened up their roadways as All-Terrain vehicle routes.

1-3 PURPOSE:

The purpose of this ordinance is to establish an all-terrain vehicle route and provide safe and enjoyable all-terrain vehicle recreation consistent with public rights and interests.

1-4 APPLICABILITY AND ENFORCEMENT:

- (a) The provisions of this ordinance shall apply to the areas designated including roadways and streets within the jurisdiction of the City of Berlin.
- (b) This Ordinance may be enforced by any law enforcement officer authorized to enforce the laws of the State of Wisconsin
- (c) Adoption of this ordinance shall not prohibit any law enforcement officer or DNR warden from proceeding under any other ordinance, regulation, statute, law or order that pertains to the subject matter addressed under this section.
- (d) Fees and Fines

- 1) Operating an ATV/UTV without a valid registration.....\$186
- 2) Permitting Use of an ATV/UTV without Valid Registration.....\$186

3) Operating ATV/UTV in a Careless Manner.....	\$186
4) Operating on Private Property Without Consent.....	\$249
5) Intentional Agitation or Pursuit of an animal.....	\$249
6) Operating without a Helmet (If Required).....	\$135
7) Operating While Under the Influence (1 st Offense).....	\$438
8) Operating While Intoxicated With a Passenger.....	\$753
9) Refusal to Conduct Sobriety Test.....	\$438
10) Operating Without ATV/UTV Safety Course (If Required).....	\$148
11) ATV/UTV Exhaust Louder than 96 Decibels.....	\$186
12) Failure to Report an Accident.....	\$173
13) Interfere with Signs and Standards.....	\$312
14) Failure to Stop for Law Enforcement.....	\$425
15) Operating on Unopened Road / Highway	\$100

1-5

LIMITATIONS:

The following limitations apply on all areas designated in this ordinance.

- (a) ATV/UTVs shall be operated at a speed not greater than the posted road speed limit. No ATV/UTV shall exceed 35 MPH in the City of Berlin.
- (b) No ATV/UTV may be operated on any designated route without fully functional headlights and taillights.
- (c) ATV/UTVs may be operated on paved roadway surfaces only, if operating on an ATV/UTV Route. ATV/UTV Trails may be off-road or a hard-packed surface, as designated by the City of Berlin.
- (d) ATVs/UTVs may be operated on any designated route only between the hours of 6:00 A.M. to 10:00 P.M. daily.
- (e) ATV/UTV operators shall not possess an open container while operating their vehicle, and shall not exceed the blood alcohol limit as regulated by the State of Wisconsin.
- (f) All ATV/UTV operators shall possess a valid driver's license. Additionally, any person operating an ATV/UTV on City of Berlin routes must have liability insurance coverage.
- (g) No person under the age of eighteen (18) may operate or be a passenger on an ATV/UTV on any designated route unless wearing DOT approved protective helmet.
- (h) No ATV/UTV may be operated on any designated route which ATV/UTV

does not meet all applicable Federal noise and air pollution standards.

- (i) All ATV and UTV operators born after January 1st, 1988 must possess and carry a valid DNR ATV/UTV safety certificate.
- (j) ATV/UTV operators will yield the right of way to farm equipment, and any vehicle using the width of the roadway for business or commercial use.
- (k) ATV/UTVs may not travel on, through, or over private property without the expressed consent of the owner or a marked trail sign.
- (l) All operators and passengers of UTVs must wear the manufacturer provided safety belt.

1-6

AREAS DESIGNATED:

- (a) As allowed by State of Wisconsin Statute, public streets in the City of Berlin are designated as ATV/UTV routes: with a preferred route signed and maintained by the Waushara County ATV/UTV Association, the Berlin ATV/UTV Club, or their successors.
- (b) The attached map will reflect the preferred route that will be signed and maintained by an ATV/UTV Association or Club. Changes may be made by a simple majority vote.
- (c) The routes shall be designated "All-Terrain Vehicle Routes that may be used by operators of utility-terrain vehicles" pursuant to Wis. Stat. 23.33 (1m)(b).
- (d) The City of Berlin shall have the authority to suspend operation in any of the above areas for a reasonable period of time due to hazard, construction, or emergency conditions.

1-7

ROUTE SIGNS:

- (a) All preferred route signs shall be paid for and installed by the previously mentioned associations and clubs under the direction of the City of Berlin Director of Public Works.
- (b) All signs posted shall be in compliance with the Federal manual on uniform traffic control devices.
- (c) No person may erect, remove, obscure, or deface any official designated route sign unless authorized by the City of Berlin Director of Public Works.

- (d) No person shall operate an ATV/UTV contrary to any authorized and official posted sign.

1-8

SEVERABILITY AND FILING:

- (a) The provisions of this ordinance shall be deemed severable and it is expressly declared that the City of Berlin would have passed the other provisions of this ordinance irrespective of whether or not one or more provisions may be declared invalid. If any provision of this ordinance or the application to any person or circumstances is held invalid, the remainder of the ordinance and the application of such provisions to the other person's circumstances shall not be deemed affected.
- (b) The City Clerk is directed to send a copy of this ordinance to the Green Lake County Sheriff's Department, the City of Berlin Police Department, the State Traffic Control and the Wisconsin Department of Natural Resources.

EFFECTIVE DATE:

This ordinance becomes effective upon passage and publication.

I, Susan Thom, Deputy Clerk of the City of Berlin, Green Lake County, State of Wisconsin, do certify that this Ordinance was passed by Common Council of the City of Berlin at a meeting held on _____, 2018.

Susan Thom, City of Berlin Deputy Clerk

DATE: May 31, 2018

TO: Committee of the Whole

FROM: Jodie Olson

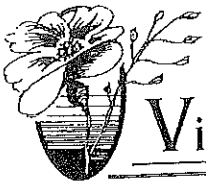
RE: Municipal Court Agreement and Ordinance Updates

BACKGROUND: You will find two documents relating to our involvement with Lakeside Municipal Court: Intergovernmental Agreement w/N. Fond du Lac and a Municipal Court ordinance. You will also find a letter from the Village of Rosendale indicating their intent to terminate their involvement with Lakeside Municipal Court effective May 1, 2019.

The Village of Rosendale decision to create its own municipal court and terminate with Lakeside Municipal Court, creates a need to modify our current intergovernmental agreement and update our ordinance. The Agreement is original from about 20 years ago, so there are several updates that need to be included as well as the removal of the Village of Rosendale.

Although we have until May 1, 2019 to have these documents approved, the Court Executive Committee is ahead of the game and is seeking input on this initial draft from all participating members before a final draft is presented. Suggestions will be sent back to the Court Executive Committee, which will meet again in September to approve final drafts. After this September meeting, final drafts will be presented to Council for approval and adoption. Therefore, all that is needed at this time is for you to review the documents and provide any additional suggestions for consideration.

RECOMMENDATION: Discussion and action as appropriate.



NOTICE OF TERMINATION

May 11, 2018

To: Clerks for Villages of North Fond du Lac, Brandon, Campbellsport, Fairwater and Oakfield

Clerk for City of Fond du Lac

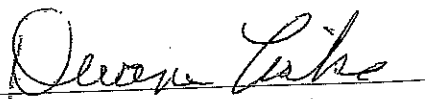
Clerks for Towns of Ripon, Empire, Taycheedah and Osceola

Clerks for Cities of Berlin, Green Lake, Markesan and Princeton

As you know over the last several years the Village of Rosendale has been following up on a Resolution passed by its Board in December of 2014 to set up a separate municipal court for the Village of Rosendale. We sent you a notice about this in January 2015. Chief Judge of the Fourth District Judge Robert Wirtz deferred the "timing" of the establishment of the Village of Rosendale Court and therefore the certification of the Rosendale Municipal Court was delayed. We are currently working with Mr. Bellows, District Court Administrator, who has assured us that Rosendale is following the appropriate procedures for the adoption of an Ordinance abolishing Rosendale Municipal Court Ordinance #114 effective April 30, 2019, the last day of Judge Jaye's current term thereafter the adoption of a new Rosendale Municipal Court Ordinance effective May 1, 2019, the first day of the new term for the newly elected Judge for the Rosendale Court.

According to our current Intergovernmental Agreement adopted in 2009, Article VII – INITIAL TERM AND AUTOMATIC EXTENSION, the Village of Rosendale hereby notifies you of our ordinances and terminates its participation in the Intergovernmental Agreement dated July 19, 2005 and as amended thereafter. The termination date is last day of Judge Jaye's current term of April 30, 2019. We will follow all necessary administrative details to take care of the efficient transfer of the "Rosendale matters" to our own independent court.

VILLAGE OF ROSENDALE


Duane Ciske, Village President

ORDINANCE # _____ -10

AN ORDINANCE ESTABLISHING A MUNICIPAL COURT FOR THE VILLAGES OF NORTH FOND DU LAC, ~~ROSENDALE~~, CAMPBELLSPORT, BRANDON, FAIRWATER, OAKFIELD, THE CITY OF FOND DU LAC AND THE TOWNS OF RIPON, EMPIRE, TAYCHEEDAH AND OSCEOLA IN FOND DU LAC COUNTY AND THE CITIES OF BERLIN, GREEN LAKE, MARKESAN AND PRINCETON IN GREEN LAKE COUNTY.

The Common Council of the City of Berlin do ordain as follows:

Section 1-19, Non-Exclusivity, of the Code of Ordinances is hereby renumbered as Section 1-20, and the following is hereby adopted as Section 1-19:

Sec. 1-19. Municipal court.

- (a) *Court Established.* Pursuant to the authority granted by Chapter 755 of the Wisconsin Statutes there is hereby created and established a Municipal Court to be designated "Lakeside Municipal Court", serving the Villages of North Fond du Lac, ~~Rosendale~~, Campbellsport, Brandon, Fairwater, Oakfield, the City of Fond du Lac, and the Towns of Ripon, Empire, Taycheedah and Osceola in Fond du Lac County and the Cities of Berlin, Green Lake, Markesan and Princeton in Green Lake County, said court to become operative and functional after each member of Lakeside Municipal Court passes a copy of this ordinance. *ON MAY 1, 2019.*
- (b) *Municipal Judge.*
 - (1) *Qualifications.* The Joint court shall be under the jurisdiction of and presided over by a Municipal Judge, who resides in one of the municipalities.
 - (2) *Oath and Bond.* The Judge shall, after election or appointment to fill a vacancy, take and file the official oath as prescribed in Wis. Stats §757.02(1), and at the same time, the Judge shall execute and file an official bond with the clerk of the municipality in an amount of \$1,000. The judge shall not act until the oath and bond have been filed as required by Wis. Stats. §19.01(4)(c) and the requirements of Wis. Stats. §755.03(2) have been complied with.
 - (3) *Salary.* The salary of the Municipal Judge shall be fixed by the Village Board of North Fond du Lac and shall be in lieu of fees and costs. No salary shall be paid to the Judge for any time during which such judge has not executed and filed the official bond or official oath as required by Wis. Stats. §755.03 and filed pursuant to Wis. Stats. §19.01(4)(c).
- (c) *Elections.*
 - (1) *Term.* The Municipal Judge shall be elected at large in the spring election for a term of four years commencing on May 1. All candidates for the position of Municipal Judge shall be nominated by nomination papers as provided in Wis. Stats. §8.10 and selection at a primary election if such is held as provided in Wis. Stat. §8.11. The state election board shall serve as the filing officer for the candidates.

- (2) *Electors.* Electors in all municipalities that are parties to the agreement shall vote for the judge.
- (3) *Vacancy.* Any vacancy occurring in the office of Municipal Judge shall be filled pursuant to state law.
- (d) *Jurisdiction.* The Municipal Court shall have jurisdiction over incidents occurring upon or after passage as provided in Article VII, §14 of the Wisconsin Constitution, Wis. Stats. §755.045 and 755.05, and as otherwise provided by State Law. In addition, it shall have exclusive jurisdiction over actions in which the municipalities seek to impose forfeitures for violations of municipal ordinances, resolutions and by-laws.

The Municipal Judge may issue civil warrants to enforce matters under the jurisdiction of the Municipal Court under §755.045(2), §66.122 and §66.123, Wis. Stats.

Court authority to impose alternative juvenile dispositions and sanctions.

- (1) For a juvenile adjudged to have violated an ordinance, a court is authorized to impose any of the dispositions listed in §938.343 and 938.344, Wis. Stats., in accordance with the provisions of those statutes.
- (2) For a juvenile adjudged to have violated an ordinance who violates a condition of a dispositional order of the court under §938.343 or 938.344, Wis. Stats., the municipal court is authorized to impose any of the sanctions listed in §938.355(6)(d) Wis. Stats., in accordance with the provisions of those statutes.
- (3) This section is enacted under the authority of §938.17(2)(cm), Wis. Stats.

(e) *Municipal Court.*

- (1) *Hours.* Lakeside Municipal Court shall be open as determined by order of the Municipal Judge.
- (2) *Employees.* The Judge shall, in writing, appoint such an Administrator, clerks, deputy clerks, and assistants as are authorized by the Village Board of North Fond du Lac. Their salaries shall be fixed by the Village Board of North Fond du Lac.
- (3) *Location.* The Municipal Judge shall keep his/her office at a location provided for by the Village Board of North Fond du Lac and shall hold court at locations agreed to by members of Lakeside Municipal Court. The Municipal Judge may issue, process and perform ministerial functions any place in the State of Wisconsin.
- (f) *Collection of Forfeiture and Costs.* The Municipal Judge may impose punishment and sentences as provided by Wis. Stats. Chapters 800 and 938 and as provided in ordinances of the municipalities that are parties to the agreement. All forfeitures, fees, assessments, surcharges and costs shall be paid to the treasurer of the Village of North Fond du Lac in accordance with state statute. At such time, the Municipal Court shall report to the treasurer the title, nature of offense and total amount of judgments imposed in actions and proceedings in which such monies are collected.

(g) *Contempt of Court.* The Municipal Judge, after affording an opportunity to the person accused to be heard in defense, may punish for contempt as provided in Wis. Stats. §800.12, and may impose a forfeiture ~~or~~ ^{AND/OR} a jail sentence in accordance with state statute.

(h) *Stipulations and Deposits.*

- (1) *Deposits for ordinance violations.* The Municipal Judge shall establish and submit to the Town or Village Boards or City Councils of the member municipalities for approval in accordance with §800.03(3), Wis. Stats., a schedule of deposits for violations of each ordinances, resolutions and bylaws.
- (2) *Deposits for Traffic and Boating violations.* The deposit schedule established by the Wisconsin Judicial Conference and the procedures set forth in Chapters 23 and 345, Wis. Stats., shall apply to stipulations and deposits for violations of traffic regulations enacted in accordance with §345.27 and boating regulations enacted in accordance with §30.77, Wis. Stats.
- (3) *Stipulations and Deposits in Lieu of Court Appearance.* Persons cited for violations of the member municipalities ordinances, resolutions or bylaws or violations of traffic or boating regulations for which a deposit has been established, shall be permitted to make a stipulation of no contest and a deposit in lieu of court appearance as provided in §800.03, §800.04, §800.09 Wis. Stats., unless personal appearance is required.

All ordinances or parts of ordinances contravening or inconsistent with the provisions of this ordinance are hereby repealed.

This ordinance shall take effect and be in full force and effect from and after its passage by the municipalities that are party to the agreement and publication as required by law. *from MAY 1, 2019 and.*

Passed, approved and adopted this ____ day of _____, 20__.

ROLL CALL VOTE:

____ AYES
____ NAYS
____ ABSENT

CITY OF BERLIN

BY: _____
Richard D. Schramer, Mayor

APPROVED AS TO FORM:

Matthew G. Chier
City Attorney

ATTEST: _____
Jodie Olson
City Clerk

ORDINANCE #O-2018-04

AN ORDINANCE ESTABLISHING A MUNICIPAL COURT FOR CITY OF FOND DU LAC, VILLAGES OF BRANDON, CAMPBELLSPORT, FAIRWATER, OAKFIELD AND NORTH FOND DU LAC, THE TOWNS OF EMPIRE, OSCEOLA, RIPON AND TAYCHEEDAH IN FOND DU LAC COUNTY, AND THE CITIES OF BERLIN, GREEN LAKE, MARKESAN AND PRINCETON IN GREEN LAKE COUNTY AND THE CITY OF BERLIN IN WAUSHARA COUNTY

SECTION I

1) Municipal Court Created

Court Established: Pursuant to the authority granted by Chapter 755 of the Wisconsin Statutes, there is hereby created and established a joint municipal court to be designated Lakeside Municipal Court and said court to become operative and function on May 1, 2019.

2) Municipal Judge

Qualifications: The joint court shall be under the jurisdiction of and presided over by a municipal judge who resides in one of the municipalities that is a party to the agreement forming this joint court.

Oath and Bond: The Judge shall, after election or appointment to fill a vacancy, take and file the official oath as prescribed in §757.02(1), Wis. Stats., and at the same time execute and file an official bond in the amount of \$1,000, or an appropriate insurance policy of not less than \$20,000 as prescribed in §66.0609(4), Wis. Stats. The judge shall not act until the oath and bond or appropriate insurance policy have been filed as required by §19.01(4)(c), Wis. Stats., and the requirements of §755.03(2), Wis. Stats., have been complied with.

Salary: The salary of the municipal judge shall be fixed by the Village Board of Village of North Fond du Lac which shall be in lieu of fees and costs. No salary shall be paid for any time during the term during which such Judge has not executed the official bond or appropriate insurance policy or official oath, as required by §755.03, Wis. Stats., and filed pursuant to §19.01(4)(c), Wis. Stats.

3) Elections

Term: The municipal judge shall be elected at large in the spring election for a term of four years commencing on May 1. All candidates for the position of municipal judge shall be nominated by nomination papers as provided in §8.10, Wis. Stats., and selection at a primary election if such is held as provided in §8.11, Wis. Stats. The Elections Division of the Government Accountability Board shall serve as filing officer for the candidates.

Electors: Electors in all municipalities that are parties to the agreement shall vote for judge.

4) Jurisdiction

The municipal court shall have jurisdiction over incidents occurring on or after May 1, 2019, as provided in Article VII, §14 of the Wisconsin Constitution, §755.045 and §755.05, Wis. Stats., and as otherwise provided by State Law. In addition, it shall have exclusive jurisdiction over actions in the municipalities that are parties to the agreement seeking to impose forfeitures for violations of municipal ordinances, resolutions and by-laws.

The municipal judge may issue civil warrants to enforce matters under the jurisdiction of the municipal court under §755.045(2), §66.0119, Wis. Stats.

The municipal court has jurisdiction over juvenile offenders when a municipality that is party to the agreement enacts an ordinance under the authority of §938.17(2)(cm), Wis. Stats.

Court authority to impose alternative juvenile dispositions and sanctions.

- (1) For a juvenile adjudged to have violated an ordinance, a court is authorized to impose any of the dispositions listed in §938.343 and §938.344, Wis. Stats., in accordance with the provisions of those statutes.
- (2) For a juvenile adjudged to have violated an ordinance who violates a condition of a dispositional order of the court under §938.343 or §938.344, Wis. Stats., the municipal court is authorized to impose any of the sanctions listed in §938.355(6)(d), Wis. Stats., in accordance with the provisions of those statutes.

5) Municipal Court

Hours: Lakeside Municipal Court shall be open as determined by order of the Municipal Judge.

Employees: The Judge shall, in writing, appoint such an Administrator, clerks, deputy clerks and assistants as are authorized by the Village Board of North Fond du Lac.

Location: The Municipal Judge shall keep his/her office at a location provided by the Board of Trustees of the Village of North Fond du Lac and shall hold court at locations agreed to by members of Lakeside Municipal Court. The Municipal Judge may issue, process and perform ministerial functions any place in the State of Wisconsin.

6) Collection of Forfeitures and Costs

Collection of Forfeitures and Costs: The Municipal Judge may impose punishment and sentences as provided by Wis. Stats. Chapters 800 and 938 and as provided in ordinances of the municipalities that are parties to the agreement. All forfeitures, fees, assessments, surcharges and costs shall be paid to the treasurer of the Village of North Fond du Lac in accordance with State Statute. At such time, the Municipal Court shall report to the treasurer the title, nature of offense and total amount of judgments imposed in actions and proceedings in which such monies are collected.

7) Contempt of Court

Contempt of Court: The Municipal Judge, after affording an opportunity to the person accused to be heard in defense, may punish for contempt as provided in §800.12, Wis. Stats., and may impose a forfeiture or a jail sentence in accordance with State Statute.

8) Stipulations and Deposits

Deposits for Ordinance Violations: The Municipal Judge shall establish and submit to the City Councils or Town or Village Boards of the member municipalities for approval in accordance with §800.03(3), Wis. Stats., a schedule of deposits for violations of each ordinance, resolutions and by-laws.

Deposits for Traffic and Boating Violations: The deposit schedule established by the Wisconsin Judicial Conference and the procedures set forth in Chapters 23 and 345, Wis. Stats., shall apply to stipulations and deposits for violations of traffic regulations enacted in accordance with §345.27, Wis. Stats., and boating regulations enacted in accordance with §30.77, Wis. Stats.

Stipulations and Deposits in Lieu of Court Appearance: Persons cited for violations of the member municipalities ordinances, resolutions or by-laws or violations of traffic or boating regulations for which a deposit has been established, shall be permitted to make a stipulation of no contest and a deposit in lieu of court appearance as provided in §800.03, Wis. Stats., §800.04, Wis. Stats., §800.09, Wis. Stats., unless personal appearance is required.

9) Abolition

The Municipal Court hereby established shall not be abolished while the §755.01(4), Wis. Stats., agreement is in effect.

SECTION II

All ordinances or parts of ordinances contravening or inconsistent with the provisions of this ordinance be and are hereby repealed.

This ordinance shall take effect and be in full force and effect from and after its passage by the municipalities that are party to the agreement and publication as required by law.

Passes, approved and adopted this _____ day of _____, 20 _____.

ROLL CALL VOTE:

_____ AYES
_____ NAYS
_____ ABSENT

CITY/TOWN/VILLAGE:

BY: _____

APPROVED AS TO FORM:

ATTEST:

Attorney for City/Town/Village

City/Town/Village Clerk

WORK SHEET

Intergovernmental Agreement for North Fond du Lac, to Provide Municipal Court Services

to the

Villages of ~~Rosendale~~, Campbellsport, Brandon, and Fairwater,
Oakfield, the City of Fond du Lac, and the Towns of Ripon, Empire,
Osceola and Taycheedah in Fond du Lac County and the Cities of
Berlin, Green Lake, Markesan and Princeton in Green Lake County

I. PREAMBLE

This Intergovernmental Agreement is entered into, pursuant to Section 66.0301 of the Wisconsin Statutes, by the Villages of North Fond du Lac, ~~Rosendale~~, Campbellsport, Brandon and Fairwater, Oakfield, the Cities of Fond du Lac, Berlin, Green Lake, Markesan and Princeton, and the Towns of Ripon, Empire, Osceola and Taycheedah (together, the "municipalities") for the provision of Municipal Court services by North Fond du Lac to the Villages of ~~North Fond du Lac, Rosendale,~~ Campbellsport, Brandon and Fairwater, Oakfield, the Cities of Fond du Lac, Berlin, Green Lake, Markesan and Princeton and the Towns of Ripon, Empire, Osceola and Taycheedah.

II. SERVICES TO BE PROVIDED FOR MUNICIPAL COURT BY THE VILLAGE

A. Operational Court Services

The Village of North Fond du Lac shall provide municipal court ^{SERVICES} as required by law and subject to the ordinances of the municipalities, ~~services~~ (hereinafter "Court Service") to the municipalities.

B. Personnel

The Village ^{of North Fond du Lac} shall employ sufficient staff to perform the Municipal Court Services required by the Agreement. ~~STATE STATUTES.~~

III. RESPONSIBILITIES OF MEMBER MUNICIPALITIES

- A. Each member municipality shall provide to the village ^{court} electronic data in a form compatible with the ^{service} village's computer software.
- B. Each member municipality will provide court security for the times during which ^{WHERE COURT SESSIONS ARE HELD} ~~its own~~ cases are being heard. ^{IS IN SESSION.}
- C. Member Municipalities shall cooperate in the collection of forfeitures by the court.
- D. Location. The municipal judge shall keep his/her office at a location provided by the Board of Trustees of the Village of North Fond du Lac and shall hold court at locations agreed to by members of Lakeside Municipal Court. The municipal judge may issue process and perform ministerial functions any place in the State of Wisconsin.
- E. ~~The City of Fond du Lac, for its own convenience elects to hold court in its offices located at 426 N. Main Street. To that end, the City agrees to provide appropriate facilities for the judge to use while court is being held including, but not limited to an appropriate court room with furnishings including a bench of suitable decorum.~~

IV. FINANCES

- A. Each member municipality agrees that the village ^{OF NFDL SHALL} may retain court fees as allowed by the State of Wisconsin to offset operating expenditures for each citation disposed of by the

court including those cases that are dismissed or otherwise disposed. ~~The village shall keep an accurate record of the cases that are dismissed or otherwise disposed and collect the court fee allowed by the State of Wisconsin from the municipalities on a quarterly basis.~~ No court fees shall be collected from member municipalities in cases where a forfeiture has been assessed against a defendant and the municipal court has been unable to collect said forfeiture.

- B. It is agreed that funds in excess of operating expenses will be retained by the village and that any expenditures exceeding expenses will be absorbed by the village. *OF NFDL*
- C. ~~Member municipalities shall be responsible for sharing in capital expenditure (expenditures over \$2,000 as defined by Village policy) through a formula determined by the municipalities' caseload as a percentage of overall caseload for the preceding full calendar year. The village agrees to notify members of any anticipated capital expenditures for the court by September 1 of the year preceding the necessary expenditure.~~
- D. All forfeitures collected by the municipal court for the member municipalities shall be turned over to the municipalities in a timely fashion. *According to State 5-1175*
- E. The village agrees to vigorously attempt to collect all outstanding fines and forfeitures through all legal means including indigence hearings, commitments, tax intercept programs, and if applicable through collections. *DRIVER'S LICENSE SUSPENSIONS, ID WISCONSIN DEPT OF REVENUE STATE DEBT COLLECTION SERVICE, ETC.*

V. LOCATION

- A. The offices of the municipal judge and administrative functions shall be located in the Village of North Fond du Lac as provided for by the village board. *OF NFDL*
- B. Court locations shall be as established by the Joint Ordinance creating Lakeside Municipal Court and adopted by all member municipalities.
- C. ~~The City agrees that holding municipal court in its own jurisdiction is the most cost effective manner of operation for the City. To that end, the City of Fond du Lac agrees to provide the municipal judge with adequate space to conduct court, pre-trials and other court related activities as needed by the court to perform its court functions and activities in the City.~~ *EXCLUSIVE*

VI. COURT REVIEW COMMITTEE *EXECUTIVE*

Lakeside Municipal Court Review Committee shall be created as follows.

- A. Composition *EXECUTIVE*
The Court Review Committee shall be composed of ~~fourteen (14)~~ *ALL* members appointed by each member municipality, and the village including one from the combined Brandon/Fairwater Department. Each of these individuals may, at their discretion, appoint a designee to serve in their place or absence, except that the municipal judge and members of the police department shall not normally be appointed to serve. *MEMBERS OR DESIGNATEES*
- C. Officers *SHALL NOT BE EMPLOYEES OF POLICE DEPARTMENTS.*
The membership shall elect from its members a Chairperson to preside at its meetings and a Vice Chair to act in the absence of the Chair and shall designate a recording Secretary.
- D. Meetings
 - 1. Regular and Special. *EXECUTIVE* The Court Review Committee shall hold ~~biannual~~ *ANNUAL* meetings at a place and time to be fixed by the Court Review Committee for the purpose of ~~overseeing~~ *REVIEWING* the functions of the Municipal Court. Special meetings may be held whenever called by its Chair, or on written request of two (2) members, or upon the written direction of the City Councils, Town Board or Village Board. The Clerks of the Municipalities and the members of the Court Review Committee shall be notified at least seven (7) days prior to any regular or special meeting. The Court Review Committee shall keep a written record of its proceedings. *EXCEL.*

2. **Quorum.** A majority of the members of the Court Review Committee shall constitute a quorum for all purposes. *EXEC. ATTENDANCE*

E. **Required Votes**

In order for a motion to be adopted or for any recommendations to be made to the Village, a simple majority vote of all members of the Court Review Committee is required. *EXEC. ATTENDANCE*

F. **By-Laws**

The Court Review Committee shall adopt rules, policies, and/or by-laws as it deems necessary for its control, management, and governance and for the regulation of its business and proceedings. Upon the request of any Court Review Committee member, such rules, policies and/or by-laws may be subject to approval by the Village and Town Boards and City Councils. *AT THE MEETING*

G. **Cooperation With Administrative Review Board**

The Village shall cooperate with the Court Review Committee. *EXEC.*

H. **Purpose**

The purpose of the Court Review Committee will be to review the operations of the court and as needed, make recommendations for its improvement. *EXEC. OPERATIONS*

VII. **INITIAL TERM AND AUTOMATIC EXTENSION**

The Agreement shall commence MAY 1, 20 19 and remain in effect for a period of two (2) years. This Agreement shall automatically renew for additional one year periods, except that any party may with 180 days written notice, provide notice of termination of its participation in this Agreement and thereby the municipal court. Notice of termination must be in writing, and delivered by personal service or by certified mail/return receipt requested, to the clerk of the other municipalities.

AND AT THE END OF THE JUDGE'S TERM

Except for a notice of termination by the village, the Agreement shall automatically renew for an additional one year period for those parties who do not provide a notice of termination as described above.

VIII. **TERMINATION UPON BREACH**

Any party may terminate its participation in this Agreement upon the substantial breach by any other party of any of the provisions of this Agreement, if the terminating party has provided written notice to the other parties of the existence of the breach, and the breaching party has failed to correct or remedy the breach within 30 days of the receipt of the notice.

Adopted this _____ day of _____, 20 _____.

Village President/City Manager/Town Chair

Attest: _____
Clerk

**INTERGOVERNMENTAL AGREEMENT FOR NORTH FOND DU LAC
TO PROVIDE MUNICIPAL COURT SERVICES**

TO THE

**CITY OF FOND DU LAC, VILLAGES OF BRANDON, CAMPBELLSPORT, FAIRWATER AND
OAKFIELD, THE TOWNS OF EMPIRE, OSCEOLA, RIPON AND TAYCHEEDAH IN FOND DU LAC
COUNTY, AND THE CITIES OF BERLIN, GREEN LAKE, MARKESAN AND PRINCETON IN GREEN
LAKE COUNTY AND THE CITY OF BERLIN IN WAUSHARA COUNTY**

I. PREAMBLE

This Intergovernmental Agreement is entered into, pursuant to Section 66.0301 of the Wisconsin Statutes by the Cities of Berlin, Fond du Lac, Green Lake, Markesan and Princeton, the Villages of Brandon, Campbellsport, Fairwater, North Fond du Lac and Oakfield, and the Towns of Empire, Osceola, Ripon and Taycheedah (together, the "municipalities") for the provision of Municipal Court services by North Fond du Lac to the Cities of Berlin, Fond du Lac, Green Lake, Markesan and Princeton, the Villages of Brandon, Campbellsport, Fairwater and Oakfield, and the towns of Empire, Osceola, Ripon and Taycheedah.

II. SERVICES TO BE PROVIDED FOR MUNICIPAL COURT BY NORTH FOND DU LAC

A. Operational Court Services

The Village of North Fond du Lac shall provide municipal court services as required by law and subject to the ordinances of the municipalities.

B. Personnel

The Village of North Fond du Lac shall employ sufficient staff to perform the municipal court services required by the Agreement and by Wisconsin State Statute.

C. Location and Equipment

The Village of North Fond du Lac shall provide sufficient court office space and storage, as well as computers, up-to-date programs and software and other office equipment as deemed necessary to provide court services to member municipalities.

D. Cooperation

The Village of North Fond du Lac shall cooperate with the Court Executive Committee.

III. RESPONSIBILITIES OF MEMBER MUNICIPALITIES

- A. Each member municipality shall provide to the court electronic data in a form compatible with the court computer software.
- B. Each member municipality where court services are held shall provide armed court security for the times during which court is in session.
- C. Member municipalities shall cooperate in the collection of forfeitures by the court.

IV. FINANCES

- A. Each member municipality agrees that the Village of North Fond du Lac may retain court fees collected for each citation disposed of by the court as allowed by the State of Wisconsin to offset operating expenditures. No court fees shall be collected from member municipalities in cases where a forfeiture has been assessed against a defendant in which the court has been unable to collect said forfeiture.
- B. It is agreed that funds in excess of operating expenses will be retained by the Village of North Fond du Lac and that any expenditures exceeding expenses will be absorbed by the Village of North Fond du Lac.
- C. All forfeitures collected by the court for member municipalities shall be remitted to the municipalities in accordance with state statute.
- D. The court agrees to vigorously attempt to collect all outstanding forfeitures utilizing statutorily permitted means available to the court.

V. LOCATIONS OF COURT SESSIONS

- A. Locations for court sessions shall be mutually agreed upon by the municipality and the court.

VI. COURT EXECUTIVE COMMITTEE

- A. The Lakeside Municipal Court Executive Committee shall be composed of one (1) representative from each member municipality. Each of these members may appoint, at their discretion, an alternate to serve in their place or absence. Members or alternates may not be employees of the municipality's police department.
- B. The membership shall elect from its members a chairperson to preside at its meetings and a vice-chair to act in the absence of the chair and shall designate a recording secretary. Terms shall be two years. Chair and vice-chair may serve two consecutive terms.
- C. The Court Executive Committee shall hold annual meetings at a place and time to be fixed by the committee for the purpose of reviewing functions of the court. Special meetings may be held whenever called by its Chair or, on written request of two (2) members of the municipalities. The clerks of the municipalities and the members of the Executive Committee shall be notified at least seven (7) days prior to any regular or special meetings. The Court Executive Committee shall keep a written record of its proceedings. Meeting records shall be kept in the Municipal Court office.
- D. A majority of the members of the Court Executive Committee at a meeting shall constitute a quorum for all purposes.
- E. In order for a motion to be adopted or for any recommendations to be made to the court or the Village of North Fond du Lac, a simple majority vote of all members of the committee at the meeting is required.
- F. The Court Executive Committee may adopt rules, policies, and/or by-laws as it deems necessary.

This Agreement shall commence May 1, 2019. Any party may, with 180 days written notice and at the end of the judge's term, provide notice of termination of its participation in this

Agreement. Notice of termination must be in writing and delivered by personal service or by certified mail, return receipt requested, to the clerk of the other municipalities and to the court.

Adopted this _____ day of _____, 20_____

City Manager or Administrator/Village President/Town Chair

Attest: _____
Clerk

DATE: May 23, 2018

TO: Mayor and Common Council

FROM: Lindsey Kemnitz

RE: Vacant Building Registration Ordinance

Background: After the May Council meeting I discussed the fees with the building inspector. The building inspector felt the inspection should last about an hour. The City will have to pay Kunkel Engineering for the time it takes for the Building Inspector to inspect the property. The rate for the building inspector is \$60 per hour and the building inspector recommended having the fee \$75 for a vacant building inspection renewal fee. If the building continues to be in violation for the next 6 month inspection, the renewal fee will be increasing increments of \$150 at each renewal to a maximum of \$500. The reason for the \$150 is similar to building permits being doubled if a permit is not pulled prior to the work beginning. If the City is unable to gain access to the structure at the scheduled time there will be an additional fee of \$100.

AN ORDINANCE CREATING VACANT BUILDING REGISTRATION ORDINANCE

The Common Council of the City of Berlin do ordain as follows:

Chapter 14, Article V, of the Code of Ordinances shall be created as follows:

CHAPTER 14
BUILDINGS AND BUILDING REGULATIONS

ARTICLE V: VACANT BUILDING REGISTRATION

Sec. 14-140. – Purpose.

- (a) The purpose of this article is to establish standards for the regulation and registration of vacant buildings. The adoption of this article reflects the formal finding of fact by the City of Berlin that registration of vacant buildings advances the following compelling governmental interests:
- (1) Decrease calls for police services; reduces incidence of fires, both accidental and intentional, and reduces the decline and disinvestment in neighborhoods.
 - (2) Stabilize and improve impacted neighborhoods, assist in the development of code enforcement efforts, and promote public safety through aggressive monitoring of vacant properties.
- (b) The common council further finds that a property owner or entity functioning as a trustee of an owner that does not register, permit inspection, insure, secure and maintain a vacant building places an undue and inappropriate burden on the taxpayers of the city and poses an increased risk to public safety. The common council therefore intends, as provided in this article, that the owner or entity functioning as a trustee of an owner of such property be charged the costs of any public safety services rendered to the property while non-compliant with this article as well as for any abatement necessary to bring the property into compliance with this article.
- (c) Registering of vacant residential buildings (excluding single and two-family dwellings) or any other vacant building, including, but not limited to, buildings

designed for manufacturing, industrial, storage or commercial uses, is essential for the proper enforcement of the city's building, fire and zoning code and to safeguard persons, property and general welfare.

Sec. 14-141. – Definitions.

In this article, unless the context or subject matter clearly requires otherwise, all words and phrases shall have definitions as set forth in Wis Stats. §236.02, and otherwise as follows:

Owner means the person in whom is vested all or part of the legal title to the property or all or part of the beneficial ownership and right to present use and enjoyment of the premises.

Secured means a building that has a permanent door or window in each appropriate building opening that is secured to prevent unauthorized entry and has all its door and window components, including frames, jambs, rails, stiles, muntins, mullions, panels, sashes, lights and panes intact and unbroken.

Vacant means a building which lacks habitual presence of human beings who have a legal right to be on the premises, or at which substantially all lawful business or construction operation or residential occupancy is at a level of at least 95% vacancy.

Violation means that an order has been issued by the department and the conditions forming the basis for the order have not been fully abated.

Unsecured means any building that does not meet the definition of secured.

Sec. 14-142. – Registration Required.

- (a) The owner of any building that has become vacant shall within 30 days after the building becomes vacant or within 30 days after assuming ownership, whichever is later, file a registration statement and pay a registration fee for each building with the building inspector on forms provided by the building inspector as prescribed below:
- (1) Each vacant building registration certificate shall be issued and shall be valid for 6 months from the date the certificate is issued.
 - (2) There shall be no fee, and no inspection shall be required, for the initial registration of a vacant building,

(3) If the building remains vacant beyond the 6 month validity period of the registration certificate, the owner shall be required to renew the registration certificate for another 6 month period and pay a vacant building inspection renewal fee in the amount set forth in the fee schedule on file in the city clerk-treasurer's office, and the building inspector and/or the fire inspector shall inspect the building for violations of this article. If the building is determined to be in violation of any of the provisions of this article during said renewal inspection, the normal renewal inspection fee shall be doubled for the next subsequent renewal if the building remains vacant beyond the 6 month extension of the certificate. If a building is determined to still be in violation of any of the provisions of this article during the next renewal inspection following a renewal for which the inspection fee was doubled, the normal inspection fee shall be tripled for the next subsequent renewal. If a building is determined to still be in violation of any of the provisions of this article during the next renewal inspection following a renewal for which the inspection fee was tripled, the normal inspection fee shall be quadrupled for the next subsequent renewal and all subsequent renewals thereafter if the building continues to remain in violation of any of the provisions of this article during such subsequent renewal inspections.

Comment [M1]: For purposes of the schedule, note that Milwaukee charges \$250.00.

(4) An additional fee in an amount set forth in the fee schedule on file in the city clerk-treasurer's office shall be imposed if the owner does not provide access to city officials for inspection at the scheduled time.

Comment [M2]: For purposes of the schedule, note that Milwaukee charges \$50.00.

(5) Vacant building inspection fees shall be set forth in a statement sent via first class mail to the owner. If the statement is not paid in full within 30 days thereafter, such fee shall be assessed against the building as a special charge pursuant to Wis. Stat. § 66.0627.

(b) In addition to other information, the registration statement shall include the name, street address and telephone number of a person 21 years of age or older, designated by the owner or owners as the authorized agent for receiving notices of code violations and for receiving process, in any court proceeding or administrative enforcement proceeding, on behalf of the owner or owners in connection with the

enforcement of this article. This person shall reside within Green Lake County or Waushara County.

Sec. 14-143. – Exemptions.

The following are exempt from the provisions of this article:

- (1) Property owned by governmental bodies or the community development authority.
- (2) Property that is vacant as a result of a natural disaster and covered by emergency response requirements issued by the city emergency management director.
- (3) Property that is undergoing an active renovation or rehabilitation, provided a written plan for such renovation or rehabilitation has been submitted to and approved by the building inspector in accordance with and subject to the provisions of subsections 14-143(3)a - b.
 - a. An owner may request an exemption pursuant this subsection 14-143(3) by filing with the building inspector a written application and plan for the subject renovation or rehabilitation on a form furnished for such purpose. All plans submitted for approval shall include:
 1. The legal description of the lot or parcel of land as obtained from official records.
 2. The name and address of the owner of the premises.
 3. The name and address of the person or contractor completing the work.
 4. A detailed description of the renovation or rehabilitation.
 5. The projected cost of the renovation or rehabilitation.
 6. The time frame for completion of the renovation or rehabilitation.
 - b. The building inspector may revoke his or her approval of an exemption under this paragraph for violation of any condition or provision of application for such approval, for violation of any ordinance, law, lawful order or Wisconsin statute relating to the property, or if in the opinion of the building inspector the continuation of the exemption

will be contrary to this article's purpose of safeguarding persons, property and general welfare.

- (4) Single family and two-family dwelling residential property.
- (5) Properties that are part of an estate that is in probate and are not subject to bankruptcy provided the personal representative or executor resides within Green Lake County or Waushara County.

Sec. 14-144 – Owner Responsibilities.

The owner of any building that has become vacant shall:

- (1) Enclose and secure the building as provided in section 14-145.
- (2) Maintain the building in a secure and closed condition until the building is again occupied or demolished.
- (3) Acquire or otherwise maintain liability insurance on the building in an amount not less than schedule for required insurance on file with the city clerk-treasurer, covering any damage to any person or any property caused by any physical condition of or in the building. Evidence of this insurance shall be available at the request of the building inspector.

Comment [M3]: For purposes of the schedule, the required amount should be \$1 million.

Sec. 14-145 – Minimum Requirements for Vacant Buildings.

The owner of any vacant building for which registration is required by this article shall provide access to the building inspector and fire inspector to conduct an exterior and interior inspection of the building to determine compliance with this section, following reasonable notice. If any owner of a vacant building does not provide access to the property at the scheduled time, the building inspector and/or the fire inspector may apply for and obtain a special inspection warrant pursuant to Wis. Stat. § 66.0119. In addition, failure to provide access to the property at the scheduled time shall subject the property owner to the fees specified in subsection 14-142(a)(4). In addition to any other applicable requirements required by this code of ordinances, vacant buildings shall comply with the following requirements:

- (1) *Lot Maintenance Standards.* The lot the building stands on and the surrounding public way and be maintained in such a condition so that it does not become a public nuisance, as such is defined in section 46-152.

- (2) *Exterior Maintenance Standards.* The exterior of the building shall be enclosed, secured and maintained in such a condition so that it does not become a public nuisance, as such is defined in section 46-152, and shall also meet the following requirements:
- a. Foundations, basements, cellars and crawlspaces shall be maintained in sound and watertight condition adequate to support the building and protected against the entry of rodents or other animals.
 - b. Exterior walls shall be free of holes, breaks, loose or rotting boards or timbers, and any other conditions which might admit rain or dampness to the interior portions of the walls or the interior spaces and shall be protected against the entry of rodents or other animals.
 - c. Exterior windows and doors shall be maintained in sound condition and good repair and prevent rain from entering the building. The windows and doors shall be equipped with hardware for locking and the locking mechanism shall be maintained in properly functioning condition. All points of possible ingress and egress shall be secured to prevent unauthorized entry.
 - d. The roof shall be adequately supported and maintained in weathertight condition; the gutters, downspouts, scuppers and appropriate flashing shall be in good repair and adequate to remove the water from the building.
 - e. Chimneys and flues shall be kept in sound, functional, weathertight condition and in good repair.
 - f. Every outside stair or step shall be maintained in sound condition and in good repair; every porch, stoop, deck, veranda, balcony and walk shall be maintained in sound condition for its purpose.
- (3) *Interior Maintenance Standards.* The interior of the building shall be maintained in such a condition so that it does not become a public nuisance, as such is defined in section 46-152, and shall also meet the following requirements:

- a. Every foundation, roof, floor, wall, stair, ceiling or other structural support shall be safe and capable of supporting the loads associated with normal usage and shall be kept in sound condition and repair.
 - b. Any plumbing fixtures shall be maintained with no leaking pipes, and all pipes for water shall either be completely drained or heated to resist being frozen.
 - c. Every exit door shall be secured with an internal deadbolt lock, or with a locking mechanism deemed equivalent or better by the department, and every exit door shall be capable of being opened from the inside easily and without the use of a key or special knowledge.
 - d. Interior stairs shall have treads and risers that have uniform dimensions, are sound, securely fastened and have no rotting, loose or deteriorating supports.
 - e. Every owner shall be responsible for the extermination of insects, rodents and other vermin in or about the premises.
- (4) *Building Security Standards.* The following apply to the securing of vacant buildings:
- a. All building openings shall be closed and secured.
 - b. If a building has been vacant for 6 months or longer, and the building inspector determines that the building is found to not be secure, the building inspector may send by first class mail a written notice of the violation to the owner of the building or to the authorized agent for service of process. Within 30 days of the mailing of the notice of violation, the owner shall be required to secure the building and install and maintain a working alarm system. The alarm system shall connect to all areas of the building subject to unauthorized human entry, including but not limited to, all exterior doors, windows or other readily accessible openings. The alarm system shall, upon detecting unauthorized entry, send an automatic signal to a licensed alarm business that has 24-hour live operators who will monitor the system and contact the building owner or designated agent.

Sec. 14-146 – Issuance of Variances.

Upon written application by an owner or an owner's agent, the common council may approve a variance from compliance with of any provision of this article, including the requirement for inspections and fees, provided the spirit and functional intent of the article will be observed and the public health, welfare and safety will be assured as to the building in question.

Sec. 14-147 – Penalty.

- (a) *Failure to Register.* Any property owner or entity functioning as a trustee of an owner that fails to register a vacant building as required under section 14-143 shall, upon conviction, be subject to a penalty as provided in section 1-16, and shall be held responsible for the cost of the action, and in default of payment thereof may be imprisoned in an appropriate county facility as allowed by law.
- (b) *Failure to Secure and Maintain.* Any property owner or entity functioning as a trustee of an owner having a duty to register a vacant building that fails its duty to secure and maintain the property as required under section 14-144 or section 14-145 shall, upon conviction, be subject to a penalty as provided in section 1-16, and shall be held responsible for the cost of the action, and in default of payment thereof may be imprisoned in an appropriate county facility as allowed by law.

Sec. 14-148 – Maintenance or Securing of Vacant Building by City.

- (a) *Summary abatement.* If the inspecting officer shall determine that a violation of this article exists and that there is great and immediate danger to the public health, safety, peace, morals or decency, the inspecting officer may cause such public nuisance to be abated, and shall charge the cost of such abatement to the owner, occupant or person causing, permitting or maintaining the nuisance, as the case may be.
- (b) *Abatement after notice.* If the inspecting officer shall determine that a public nuisance, described in this article, exists within the city, but that the nature of such nuisance is not such as to threaten great and immediate danger to the public health, safety, peace, morals or decency, such officer shall serve notice on the owner or to the authorized agent for service of process to abate the violation within 30 days from

the date of service. If such violation is not abated within such 30 day period, the city shall cause the nuisance to be abated. Service of notice hereunder may be made by personal service or U.S. First Class Mail to the owner's address listed in the county tax records department.

- (c) *Other methods not excluded.* Nothing in this article shall be construed as prohibiting the abatement of public nuisances or razing of buildings by the city or its officials in accordance with other ordinances or as otherwise allowed by law.
- (d) *Injunctive or equitable relief.* Violations of this article may also be abated by injunctive or other equitable relief, for which conviction will include a right to collect reasonable attorney's fees for the city prosecuting attorney and a right to an award of damages for the city. The imposition of a penalty does not prevent injunctive relief.
- (e) *Cost of Abatement.* In addition to any other penalty imposed by this article, the cost of abating any violation of this article by the city shall be collected as a debt from the owner of the building. The rates charged for such city abatement shall be at the rates set forth on the fee schedule on file in the city clerk-treasurer's office, if applicable, but shall otherwise be at actual cost (which may include but not be limited to actual out of pocket costs, expert consultant and legal costs, actual staff compensation costs and expenses, and/or administrative fees for services rendered). The charges shall be set forth in a statement to the clerk-treasurer who, in turn, shall mail the statement to the owner, occupant or person in charge of the premises. If the statement is not paid in full within 30 days thereafter, such cost of abatement shall be assessed against the real estate as a special charge pursuant to Wis. Stats. § 66.0627.

Sec. 14-149 - Charge for Public Safety Services.

- (a) *Charges.* Any property owner or entity functioning as a trustee of an owner that fails to comply with any provision of this article shall be charged for any public safety services rendered to the property by the police department or fire department while non-compliant with this article. The chief of police and fire chief shall provide a record of each service rendered to the property and the costs of services, investigation, administration and enforcement to the city clerk-treasurer. The costs

of the services, investigation, administration and enforcement by any police or fire personnel may be charged to the owner or entity functioning as a trustee of an owner and in whole or in part. Appeal of the determination of the chief of police or fire chief imposing costs against the owner or entity functioning as a trustee of an owner may be made solely to the common council by requesting a hearing. Notice of appeal must be in writing and submitted to the common council in care of the clerk-treasurer, with a copy submitted to the chief of police or fire chief as applicable. Chapter 68 of the Wisconsin Statutes does not apply to this article.

- (b) *Cost Recovery.* Upon receipt of a cost referral letter from the chief of police or fire chief pursuant to section 14-149(a), the city clerk-treasurer shall charge any premises owner or entity functioning as a trustee of an owner found to be in violation of this article the costs of enforcement, including administrative costs, in full or in part. A notice of intent to charge shall be issued to the premises owner or entity functioning as a trustee of an owner along with notice that, if the property is brought into compliance with the vacant building registration program within 30 days of the notice, the public safety service charge shall not be issued. If the property is not brought into compliance within 30 days, all costs shall be charged as a lien upon such premises and may be assessed and collected as a special charge pursuant to Wis. Stats. § 66.0627. The city clerk-treasurer, upon consultation with the chief of police and fire chief, shall establish reasonable rates for charges for the costs of administration and enforcement of this section.

This ordinance shall then take effect the day after publication. The numeric article and section numbers and headings shall be subject to modification in the discretion of the codifier, and the approval of the City Attorney, during codification into the City's current Code of Ordinances.

Passed, approved and adopted this _____ day of _____,
20____.

ROLL CALL VOTE:

CITY OF BERLIN

_____AYES

BY: _____

_____NAYS

Richard D. Schramer, Mayor

_____ABSENT

APPROVED AS TO FORM:

ATTEST: _____

Jodie Olson

City Clerk-Treasurer

Matthew G. Chier
City Attorney

DATE: June 5, 2018

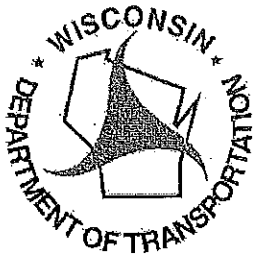
TO: Committee of the Whole

FROM: Jodie Olson

RE: **Approval of State & Federal Taxi Grant Documents**

Background: Attached are the 2018 State and Federal Taxi Grant documents for signing. The state taxi grant amount noted in the agreement is \$52,714 and the federal taxi funding is \$74,959. It is estimated that the City's portion for the local match for taxi service will be \$22,246. The State and Federal agreements, along with the accompanying Federal Certifications and Assurances, need to be signed in order to receive the grant reimbursement from the State for the grant funding.

Recommendation: Recommend to the Common Council to approve and authorize the Mayor to sign the 2018 Urban Mass Transit Assistance Contracts between the State of Wisconsin, Department of Transportation for Section 5311 and the City of Berlin for Calendar Year 2018, including the Federal Certifications and Assurances.



Federal Transit Administration §5311
Formula Grants for Rural Areas - Operating
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

Grant Agreement

Information and Signature Page

Parties to the Agreement:

This Grant Agreement is made by and between the State of Wisconsin Department of Transportation ("the Department") and the City of Berlin ("the Recipient").

Citation: Federal, State Statute, State Admin Code:

The Department agrees to provide financial assistance with program monies made available in accordance with the terms and conditions of this Grant Agreement and the provisions of the Recipient's 2018 Public Transit Assistance Program application for funding assistance, which is made part of this Grant Agreement by reference.

Period of Performance:

January 1, 2018, through December 31, 2018

Award Maximum:

As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed **\$74,959**.

This Grant Agreement shall become effective upon its complete execution by the Recipient and the Department.

RECIPIENT

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Division of Transportation Investment Management
4802 Sheboygan Avenue, Room 951
P.O. Box 7913
Madison, WI 53707-7913

Signature: _____

Name: _____

Title: _____

Date: _____

Contact: _____

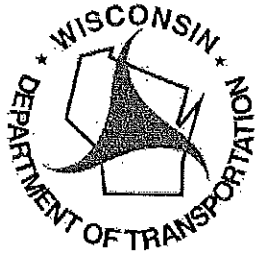
Signature: _____

Name: Ian Ritz

Title: Transit Section Chief

Date: _____

Contact: (608) 266-0189



Federal Transit Administration 55311
Formula Grants for Rural Areas - Operating
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

Grant Agreement

Outline

Section I: RESPONSIBILITIES OF THE DEPARTMENT

A general statement of the Department's responsibilities to the Recipient.

Section II: RESPONSIBILITIES OF THE RECIPIENT

Statements concerning the Recipient's various responsibilities under this Grant Agreement, including (but not limited to) record-keeping requirements, procurement instructions, and reporting requirements to the Department.

Section III: ACCOUNTING, RECORDS, AND AUDIT

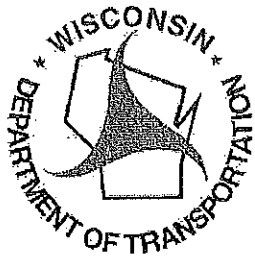
Statements concerning the Recipients various responsibilities under this Grant Agreement, including (but not limited to) financial accounting and record-keeping requirements, record maintenance and reporting requirements, and audit procedures.

Section IV: TERMINATION OF AGREEMENT

Statements concerning various ways this Grant Agreement may be terminated.

Section V: ADDITIONAL DOCUMENTS

A list of documents that are part of this Grant Agreement, including: Incorporated Documents, which are part of this Grant Agreement by reference (but are not physically included in this Grant Agreement); and Attached Documents, which are included with and part of this Grant Agreement.



Federal Transit Administration §5311
Formula Grants for Rural Areas - Operating
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

Grant Agreement

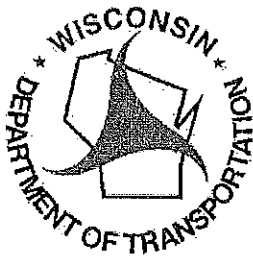
Main Provisions

Section I: RESPONSIBILITIES OF THE DEPARTMENT

- A. The Department agrees to remit payment to the Recipient in accordance with appropriate statutes, administrative rules, program grant application, and program materials.

Section II: RESPONSIBILITIES OF THE RECIPIENT

- A. The Recipient is responsible for submitting all program reports, invoices, or other required documents as outlined in the program application in the manner and form as prescribed by the Department. The Department may withhold any and all payments to the Recipient if program reports, invoices, and other required documents are not filed in the manner and form as prescribed by the Department.
- B. All assets procured with program funds shall comply with Department rules regarding satisfactory continuing control as prescribed in Department grant application and program materials. Vehicles purchased with state funding or a combination of federal and/or state funding will be an asset of record with the Department and shall comply with Department policies.
- C. The Recipient agrees to carry out the project as outlined in its approved application. If the Recipient determines that changes to approved projects are necessary, written approval from the Department must be received before the Recipient may proceed.
- D. The Recipient may not assume expenditures outside the Period of Performance of this Grant Agreement unless the Recipient has sought prior written approval from the Department and has received that approval from the Department.
- E. The Recipient may not use program monies to purchase service from or make sub-grants to any third party without a contract, agreement, or purchase-of-service order, and must follow Department procedures and approval process. Third-party contracts, agreements, or purchase-of-service orders shall be available for inspection by the Department, its officials, employees or designees upon request.

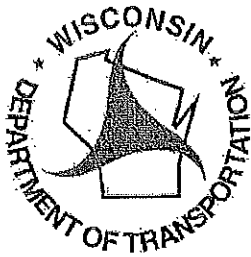


Federal Transit Administration §5311
Formula Grants for Rural Areas - Operating
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

- F. All materials, equipment, and supplies acquired through this Grant Agreement by the Recipient must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and with all applicable OSHA Standards.
- G. Before purchasing services or capital items from a third party with funds from this grant, the Recipient will contact the Department in order to determine the best way to proceed with a state and federally compliant procurement. An overview of these procedures is available on the Department's web site at:
<http://www.dot.wisconsin.gov/localgov/transit/procurement.htm>.
 - 1. The Recipient must obtain Departmental approval for pre-solicitation and post-solicitation procurement activities.
 - 2. The Recipient must notify the Department in writing of its intention to purchase the service or item. Such notification should include the funding source (i.e., grant number) by which the Recipient intends to fund the purchase, as well as assurances that the proposed procurement will follow all relevant federal and state purchasing rules and procedures.
 - 3. As requested by the Department, the Recipient will provide to the Department written documentation of the solicitation process. Upon review, the Department will issue written approval to the Recipient to make the award.

Section III: ACCOUNTING, RECORDS, AND AUDITS

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor, if required to do so under federal law and regulations. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Super Circular 2 CFR Part 200 and state single audit guidelines issued by the Wisconsin Department of Administration. Upon notice of any findings from this audit that involve the use of program funds, the Recipient shall inform the Department.
- B. All costs charged to this Grant Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers indicating the purpose of the charges. The Recipient, any Recipients, contractors, subcontractors, and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses, and cost



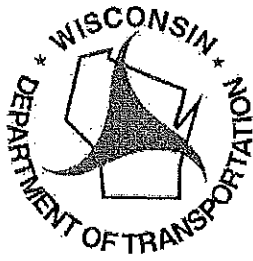
Federal Transit Administration §5311
Formula Grants for Rural Areas - Operating
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

allocations related to this Grant Agreement. The Recipient shall be responsible for insuring the compliance of all Recipients, contractors, subcontractors, and affiliates with this provision.

- C. The accounts and records as required above shall be retained until the Department completes its final audit and shall be available upon request by the Department or its designee for inspection and audit purposes.
- D. The Recipient shall permit the Department or their designee access to inspect all vehicles, facilities, and equipment acquired or used as part of the project; all transportation services rendered by the Recipient by the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records.

Section IV: TERMINATION OF AGREEMENT

- A. The Department may terminate this Grant Agreement at any time that the Secretary of the Department of Transportation determines that the Recipient, lessee, or any third-party contractor has failed to perform in the manner called for in the Grant Agreement, or has failed to fulfill contract obligations. Failure of the Recipient or any third-party contractor to comply with the terms and conditions of this Grant Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Grant Agreement upon receipt of a written, formal request by the Department at least 30 calendar days prior to the proposed termination date.
- C. In the event that this Grant Agreement is terminated, the Department shall be liable only for payment of Attachment A of this Grant agreement for services rendered before the effective date of termination.



Federal Transit Administration §5311
Formula Grants for Rural Areas - Operating
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

Section V: ADDITIONAL DOCUMENTS

The Recipient shall review and understand the content and responsibilities of all the documents listed in Section V of this Grant Agreement.

A. Incorporated Documents

The following documents are *incorporated by reference* and made part of this Grant Agreement:

1. Recipient's current year approved application and application guidelines
2. *Federal Transit Administration Master Agreement, FTA MA(24), October 1, 2017* (federal programs only)
3. *Certifications and Assurances*, as applicable to the Recipient's selected project (federal programs only)

B. Attached Documents

The following documents have been *included* with this Grant Agreement and are made part of this Grant Agreement:

1. Program-Specific Requirements
2. Attachment A: Funding Allocation
3. Attachment B: Federal Clauses



Federal Transit Administration §5311
Formula Grants for Rural Areas - Operating
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

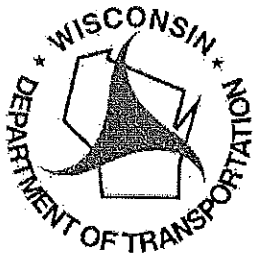
Section I:

Program-Specific Requirements

Section 5311 grant program

Section I: PROGRAM REQUIREMENTS

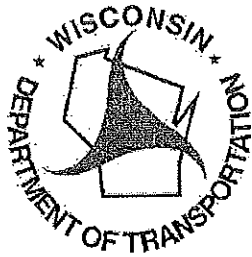
- A. The Recipient is responsible for adhering to the federal laws and regulations prescribed in the *Federal Transit Administration Master Agreement, FTA MA(24)*, October 1, 2017
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>.
- B. The Recipient agrees to comply with all federal statutes relating to Civil Rights and nondiscrimination, as applicable. The Recipient is required to create, maintain and comply with a Title VI Plan that has been approved by WisDOT.
- C. The Recipient agrees to comply with all federal and state statutes relating to Equal Employment Opportunity, as applicable.
- D. The Recipient agrees to comply with and participate in Compliance Site Reviews conducted by the State of Wisconsin or authorized contractor.
- E. The Recipient must include the following notification language of federal participation in all its requests for proposals, solicitations, contracts, press releases, brochures, web site(s), or other publications, etc., funded under this grant, based on the source of funding:
"This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. § 5311 Formula Grants for Rural Areas (CFDA 20.509)".



Federal Transit Administration §5311
Formula Grants for Rural Areas - Operating
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

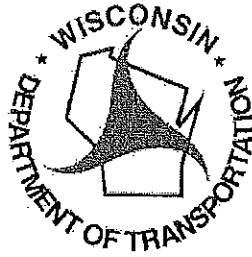
Section II: PROJECT REQUIREMENTS

- A. The Recipient shall file quarterly reimbursement and performance measures reports within 30 days of the close of the reporting period. Other special reports may also be required by the Department. The Recipient assures that all reports will be submitted in a manner and form prescribed by the Department.
- B. Payments under the terms of this Grant Agreement in based on 49 USC §5311, as amended, and in the Wisconsin Administrative Code, Chapter TRANS 6, which specify that operating assistance grants may not exceed fifty percent (50%) of the operating deficit.
- C. The Department agrees to pay the Recipient the federal share of sixty-five (65%) of the transit system's audited operating expenses or the non-state share of the federal project deficit, whichever sum is least. Payments to the Recipient may be reduced by the Department to prevent exceeding the 65% maximum. Operating expenses are determined in accordance with Wisconsin Administrative Code, Chapter TRANS 6, and the cost principles published in 2 CFR 200. Although 2 CFR 200 does not generally recognize advertising as an allowable cost, the nature of transit service requires its promotion to be successful and effective. Consequently, advertising is specifically allowed as an operating expense for the Recipient and contractors under this Grant Agreement.
- D. Payment by the Department to the Recipient shall be made upon submittal of quarterly reimbursement and operations reports by the Recipient to the Department.
- E. If the Department's audit establishes that payment to the Recipient under the terms of this Grant Agreement has exceeded the allowable maximum, the Recipient shall refund to the Department upon demand a sum sufficient to reduce the payment to comply with the maximum allowed in this Grant Agreement.
- F. The Department may withhold any and all payments due and owing the Recipient if the Recipient has not filed any report required as noted above, until such time as the report is filed in the manner and form prescribed.



Federal Transit Administration §5311
Formula Grants for Rural Areas - Operating
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

- G. The Recipient shall send to the Department all draft contracts between the Recipient and any third party vendor receiving funds under this agreement. The Department shall review such draft contracts and determine their conformance with the provisions of this agreement. Upon authorization by the Department, the Recipient may execute such contracts.
- H. If the Recipient contracts for transportation service with a third party, the Recipient shall pay the third party in accordance with actual monthly operating deficit. The Recipient may reduce payments to the third party by an amount equal to any overpayments made to the third party under this Grant Agreement.
- I. The Recipient agrees that the Transit System will be managed and operated in accordance with the provisions of the Transit Management Plan contained in the Recipient's 2018 application for operating assistance and that the full application is made part of this Grant Agreement by reference. Modifications to the 2018 Transit Management Plan may be proposed by either the Recipient or the Department.
- J. A request by the Recipient to modify the 2018 Transit Management Plan must be submitted in writing to the Department in a manner prescribed by the Department, and must be received by the Department at least 14 calendar days prior to the planned implementation date of the proposed change.
- K. If the Department determines that a proposed modification is a "substantive change" to the 2018 Transit Management Plan, and if the Department approves such a "substantive change," the Department shall prepare an amendment to this Grant Agreement and forward it to the Recipient for execution. The Recipient shall not implement a proposed "substantive change" to the 2018 Transit Management Plan until an appropriate amendment to this Grant Agreement has been executed.
- L. If the Department determines that a proposed modification to the 2018 Transit Management Plan is a "non-substantive change," the Department shall authorize the Recipient to implement the change, and a formal amendment to this Grant Agreement shall not be required.



Federal Transit Administration 55311
Formula Grants for Rural Areas - Operating
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

- M. A request by the Department to modify the 2018 Transit Management Plan must be submitted in writing to the Recipient at least 28 calendar days prior to the planned implementation date of the proposed change. Within 21 calendar days of receipt of such a request, the Recipient shall respond to the Department's request. If the Recipient agrees to the Department's request, then this Grant Agreement will be modified accordingly and the change implemented.
- N. The Recipient agrees that it will comply with the terms and conditions of the Special Section 5333(b) Warranty for Application (formerly known as Section 13(c)) to the Small Urban and Rural Program as promulgated by the U.S. Department of Labor. The recipient further agrees that it will assume all legal and financial responsibility relative to compliance with the terms and conditions of the Warranty.

O. WisDOT Contact:

Title:	Program Manager for Public Transit
Address:	Attn: Ben Vondra HFSB/DTIM/BTLRRH, Room 951 P.O. Box 7913 Madison, WI 53707-7913
Contact:	(608) 266-0560 benjamin.vondra@dot.wi.gov



Federal Transit Administration §5311
Formula Grants for Rural Areas - Operating
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

Attachment A: Funding Allocation

Section 5311 Grant Program

A. Award Details:

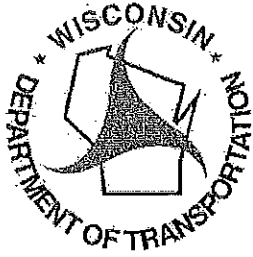
Total Budgeted Expenses	\$ 227,884
Total Anticipated Revenues	\$ 77,965
Total Anticipated Net Deficit	\$ 149,919
5311 Grant Maximum	\$ 74,959
85.20 State Assistance	\$ 52,714
Estimated Local Match	\$ 22,246

*Local Share estimated, actual expenses and revenues will determine the local contribution.

B. Funding Source:

This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. § 5311 Formula Grants for Rural Areas (CFDA 20.509).

- i. Federal Award Agency: **USDOT Federal Transit Administration**
- ii. Pass through entity: **WisDOT, Division of Transportation Investment Management**
- iii. Federal Award Identification Number (FAIN): **1245-2018-2**
- iv. Federal Award Date: **September 4, 2018**
- v. The full amount of the obligated share will be committed upon receipt of this signed grant agreement.



Wis. Stats. 85.20
Urban Mass Transit Assistance - Operating
2018 Program Grant Agreement
City of Berlin

Grant Agreement

Information and Signature Page

Parties to the Agreement:

This Grant Agreement is made by and between the State of Wisconsin Department of Transportation ("the Department") and the City of Berlin ("the Recipient") that operates a public mass transit system ("Transit System").

Citation: Federal, State Statute, State Admin Code:

The Department agrees to provide financial assistance with program monies made available in accordance with the terms and conditions of this Grant Agreement and the provisions of the Recipient's 2018 Public Transit Assistance Program application for funding assistance, which is made part of this Grant Agreement by reference.

Period of Performance:

January 1, 2018, through December 31, 2018

Award Maximum:

As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed **\$52,714.**

This Grant Agreement shall become effective upon its complete execution by the Recipient and the Department.

RECIPIENT

(Please attach additional signatures on a separate sheet, if required by local regulations)

STATE OF WISCONSIN

DEPARTMENT OF TRANSPORTATION

Division of Transportation Investment Management

4802 Sheboygan Avenue, Room 951

P.O. Box 7913

Madison, WI 53707-7913

Signature: _____

Name: _____

Title: _____

Date: _____

Contact: _____

Signature: _____

Name: Ian Ritz

Title: Transit Section Chief

Date: _____

Contact: (608) 266-0189



Grant Agreement

Outline

Section I: RESPONSIBILITIES OF THE DEPARTMENT

A general statement of the Department's responsibilities to the Recipient.

Section II: RESPONSIBILITIES OF THE RECIPIENT

Statements concerning the Recipient's various responsibilities under this Grant Agreement, including (but not limited to) record-keeping requirements, procurement instructions, and reporting requirements to the Department.

Section III: ACCOUNTING, RECORDS, AND AUDIT

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Statements concerning various ways this Grant Agreement may be terminated.

Section V: ADDITIONAL DOCUMENTS

A list of documents that are part of this Grant Agreement, including: Incorporated Documents, which are part of this Grant Agreement by reference (but are not physically included in this Grant Agreement); and Attached Documents, which are included with and part of this Grant Agreement.

The Recipient must review each additional document and initial that the Recipient has reviewed and understands the content and responsibilities included in the additional documents.



Grant Agreement

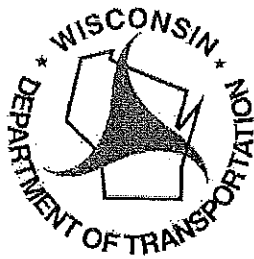
Main Provisions

Section I: RESPONSIBILITIES OF THE DEPARTMENT

- A. The Department agrees to remit payment to the Recipient in accordance with appropriate statutes, administrative rules, program grant application, and program materials.

Section II: RESPONSIBILITIES OF THE RECIPIENT

- A. The Recipient is responsible for submitting all program reports, invoices, or other required documents as outlined in the program application in the manner and form as prescribed by the Department. The Department may withhold any and all payments to the Recipient if program reports, invoices, and other required documents are not filed in the manner and form as prescribed by the Department.
- B. The Recipient agrees to pay the total operating deficit of the Transit System as its bills become due. If the Recipient contracts for mass transit service with a privately-owned company, the Recipient shall pay the privately-owned company in accordance with actual monthly operating expenses.
- C. The Recipient shall require the Transit System to provide reduced-fare programs for elderly and handicapped persons during nonpeak hours, and shall ensure compliance with that requirement. Such reduced fares may not exceed one-half of the full adult cash fare applicable during peak hours of operation. This requirement is not applicable if the Transit System is a shared-ride taxi system.
- D. The Recipient agrees to carry out the project as outlined in its approved application. If the Recipient determines that changes to approved projects are necessary, written approval from the Department must be received before the Recipient may proceed.
- E. The Recipient shall require the Transit System to determine "total passenger trips" taken during the calendar year in accordance with the procedures set forth in Ch. Trans 3, Wis. Admin. Code, and with the provisions of the Transit Management Plan contained in the

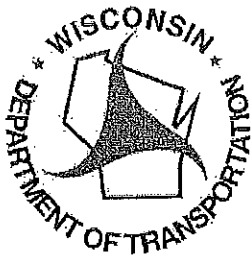


Recipient's 2018 application for operating assistance which is made part of this Contract by reference, and shall ensure compliance with that requirement.

- F. The Recipient may not assume expenditures outside the Period of Performance of this Grant Agreement unless the Recipient has sought prior written approval from the Department and has received that approval from the Department.
- G. The Recipient may not use program monies to purchase service from or make sub-grants to any third party without a contract, agreement, or purchase-of-service order, and must follow Department procedures and approval process. Third-party contracts, agreements, or purchase-of-service orders shall be available for inspection by the Department, its officials, employees or designees upon request.
- H. If applicable, the Recipient will make payments to third-party contractors within 30 days of Recipient's receipt of invoice.
- I. All materials, equipment, and supplies acquired through this Grant Agreement by the Recipient must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and with all applicable OSHA Standards.
- J. The Recipient shall, if other local public bodies contribute assistance to the operation of the Transit System, allocate the state aids received under this Contract among the contributors in proportion to their contributions as shown in Attachment A.

Section III: ACCOUNTING, RECORDS, AND AUDITS

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor, if required to do so under federal law and regulations. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Super Circular 2 CFR Part 200 and state single audit guidelines issued by the Wisconsin Department of Administration. Upon notice of any findings from this audit that involve the use of program funds, the Recipient shall inform the Department.
- B. All costs charged to this Grant Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers indicating the purpose of the charges. The Recipient, any Recipients, contractors, subcontractors, and their affiliates

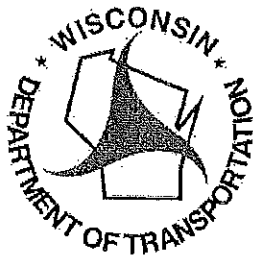


shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related to this Grant Agreement. The Recipient shall be responsible for insuring the compliance of all Recipients, contractors, subcontractors, and affiliates with this provision.

- C. The accounts and records as required above shall be retained until the Department completes its final audit and shall be available upon request by the Department or its designee for inspection and audit purposes.
- D. The Recipient shall permit the Department or their designee access to inspect all vehicles, facilities, and equipment acquired or used as part of the project; all transportation services rendered by the Recipient by the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records.

Section IV: TERMINATION OF AGREEMENT

- A. The Department may terminate this Grant Agreement at any time that the Secretary of the Department of Transportation determines that the Recipient, lessee, or any third-party contractor has failed to perform in the manner called for in the Grant Agreement, or has failed to fulfill contract obligations. Failure of the Recipient or any third-party contractor to comply with the terms and conditions of this Grant Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Grant Agreement upon receipt of a written, formal request by the Department at least 30 calendar days prior to the proposed termination date.
- C. In the event that this Grant Agreement is terminated, the Department shall be liable only for payment of Attachment A of this Grant agreement for services rendered before the effective date of termination, not to exceed 60% of the total operating costs.



Wis. Stats. 85.20
Urban Mass Transit Assistance - Operating
2018 Program Grant Agreement
City of Berlin

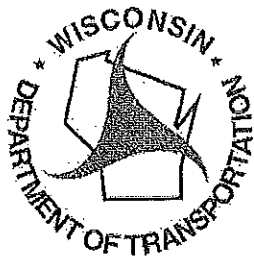
Section V: ADDITIONAL DOCUMENTS

Initial next to each item to indicate that you understand both the content and your responsibilities according to each document.

A. Attached Documents

The following documents have been *included* with this Grant Agreement and are made part of this Grant Agreement – review each document and initial that you understand both the content and your responsibilities under each:

- _____ 1. Program-Specific Requirements
- _____ 2. Attachment A: Schedule of Payments



Program-Specific Requirements

Wis. Stats. 85.20 – Tier B Systems

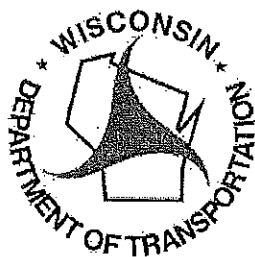
Section I: PROJECT REQUIREMENTS

- A. The Department agrees to pay the lesser of:
1. The Grant Agreement maximum, as identified on the Information and Signature page.
 2. The nonfederal share of the Recipient's audited operating deficit.
 3. Five times the amount of the Recipient's local contribution as defined under sec. 85.20(4m)(b), Wis. Stats. This provision does not apply if the Transit System is a shared-ride taxi system.

The Recipient's combined state and federal operating assistance shall not exceed 65% of audited operating expenses. The Department shall determine the Transit System's operating expenses and operating deficit. Such determinations by the Department shall be made in accordance with generally accepted accounting principles and practices. The allowable federal share of the operating deficit will also be determined by the Department. The Department may reduce state payments if requested reimbursements are expected to result in assistance exceeding 65% of operating expenses.

This Grant Agreement will be amended to reduce state payments if sufficient funds are not made available under sec. 20.395, Wis. Stats.

- B. The Recipient shall file quarterly reimbursement and performance measures reports within 30 days of the close of the reporting period. Other special reports may also be required by the Department. The Recipient assures that all reports will be submitted in a manner and form prescribed by the Department.
- C. Payments from The Department to the Recipient shall be made in accordance with Attachment A, subject to the maximum payment listed on the Information and Signature page of this Grant Agreement.
- D. During the audit process, an adjustment of payments will be made based upon the year-



end financial statement submitted by the Recipient. The year-end financial statement shall reflect the operating revenues and expenses incurred by the Transit System for the Period of Performance after the books for that year have been closed. If, based on the year-end financial statement, payments made by the Department are less than the contracted amount of eligible operating expenses of the Transit System, and less than the nonfederal share of the operating deficit of the Transit System, the Department will pay the Recipient the amount withheld per Attachment A, or a sum sufficient to bring the Department's total payments, when combined with the federal share, to 60% of eligible operating expenses, or a sum sufficient to bring the Department's total payments up to the nonfederal share of the operating deficit, whichever sum is less.

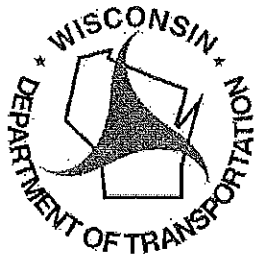
- E. If the Department's audit establishes that payment to the Recipient under the terms of this Grant Agreement has exceeded the allowable maximum as started on the Information and Signature Page, the Recipient shall refund to the Department upon demand a sum sufficient to reduce the payment to comply with the maximum allowed on the Information and Signature Page of this Grant Agreement.
- F. The Department may withhold any and all payments due and owing the Recipient if the Recipient has not filed any report required as noted above, until such time as the report is filed in the manner and form prescribed.
- G. The Recipient shall send to the Department all draft contracts between the Recipient and any third party vendor receiving funds under this agreement. The Department shall review such draft contracts and determine their conformance with the provisions of this agreement. Upon authorization by the Department, the Recipient may execute such contracts.
- H. If the Recipient contracts for transportation service with a third party, the Recipient shall pay the third party in accordance with actual monthly operating deficit. The Recipient may reduce payments to the third party by an amount equal to any overpayments made to the third party under this Grant Agreement.
- I. The Recipient agrees that the Transit System will be managed and operated in accordance with the provisions of the Transit Management Plan contained in the Recipient's 2018 application for operating assistance and that the full application is



made part of this Grant Agreement by reference. Modifications to the 2018 Transit Management Plan may be proposed by either the Recipient or the Department.

- J. A request by the Recipient to modify the 2018 Transit Management Plan must be submitted in writing to the Department in a manner prescribed by the Department, and must be received by the Department at least 14 calendar days prior to the planned implementation date of the proposed change.
- K. If the Department determines that a proposed modification is a "substantive change" to the 2018 Transit Management Plan, and the Department approves such a "substantive change," the Department shall prepare an amendment to this Grant Agreement and forward it to the Recipient for execution. The Recipient shall not implement a proposed "substantive change" to the 2018 Transit Management Plan until an appropriate amendment to this Grant Agreement has been executed.
- L. If the Department determines that a proposed modification to the 2018 Transit Management Plan is a "non-substantive change," the Department shall authorize the Recipient to implement the change, and a formal amendment to this Grant Agreement shall not be required.
- M. A request by the Department to modify the 2018 Transit Management Plan must be submitted in writing to the Recipient at least 28 calendar days prior to the planned implementation date of the proposed change. Within 21 calendar days of receipt of such a request, the Recipient shall respond to the Department's request. If the Recipient agrees to the Department's request, then this Grant Agreement will be modified accordingly and the change implemented.
- N. WisDOT Contact:

Title:	Program Manager for Public Transit
Address:	Attn: Ben Vondra, 5311 Program Manager HFSB/DTIM/BTLRRH, Room 951 P.O. Box 7913 Madison, WI 53707-7913
Contact:	(608) 266-0560 benjamin.vondra@dot.wi.gov



Attachment A: Schedule of Payments

Wis. Stats. 85.20 – Urban Mass Transit Assistance

A. Award Details:

Total Budgeted Expenses	\$227,884
Total Anticipated Revenues	- \$77,965
Total Anticipated Net Deficit	= \$149,919
5311 Grant Allotment	\$74,959
85.20 State Assistance	\$52,714
*Estimated Local Match	\$22,246

*Local Share estimated, actual expenses and revenues will determine the local contribution.

B. Schedule of Payments:

Period	Scheduled Amount	Estimated Payment Date
1st Payment (Quarter 1)	\$ 13,179	June 1, 2018
*2nd Payment (Quarters 2-4)	\$ 34,264	August 30, 2018
**10% Holdback	\$ 5,271	Completion of WisDOT Audit
Total	\$ 52,714	

*Payment amount is estimated. WisDOT will amend this agreement with a final amount, if needed, once federal funding is finalized.

**10 percent of grant maximum withheld until the completion of the WisDOT audit.

DATE: June 5, 2018

TO: Committee of the Whole

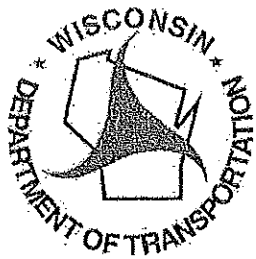
FROM: Jodie Olson

RE: Approval 5311 Capital Assistance Taxi Grant

Background: Attached is the 5311 Capital Assistance Taxi Grant document for signing. This federal taxi grant agreement is for \$41,440 for a mini-bus taxi. We had budgeted for a minivan replacement with an anticipated local share of \$8,000. However, due to issues with flooring, the 2008 Ford Cabulance vehicle needs to be replaced sooner as it is a safety concern.

It is estimated that the City's portion for the local match for the mini-bus taxi will be \$10,360, so we may need to find additional funding of \$2,360 once we know what the actual vehicle pricing will be. The grant agreement needs to be signed in order to receive the grant reimbursement once the vehicle is purchased.

Recommendation: Recommend to Common Council to approve and authorize the Mayor to sign the 2018 Section 5311 Grant Agreement for \$41,440 for a mini-bus taxi.



Federal Transit Administration \$5311
Formula Grants for Rural Areas – Capital
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

Grant Agreement

Information and Signature Page

Parties to the Agreement:

This Grant Agreement is made by and between the State of Wisconsin Department of Transportation ("the Department") and the **City of Berlin** ("the Recipient").

Citation: Federal, State Statute, State Admin Code:

The Department agrees to provide financial assistance with program monies made available in accordance with the terms and conditions of this Grant Agreement and the provisions of the Recipient's 2016 Public Transit Assistance Program application for funding assistance, which is made part of this Grant Agreement by reference.

Period of Performance:

May 1, 2018 through December 31, 2019

As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed **\$41,440.**

Award Maximum:

This Grant Agreement shall become effective upon its complete execution by the Recipient and the Department.

RECIPIENT

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
Division of Transportation Investment Management
4802 Sheboygan Avenue, Room 951
P.O. Box 7913
Madison, WI 53707-7913

Signature: _____

Name: _____

Title: _____

Date: _____

Contact: _____

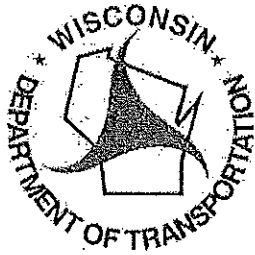
Signature: _____

Name: Ian Ritz

Title: Transit Section Chief

Date: _____

Contact: (608) 266-0189



Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

Grant Agreement

Outline

Section I: RESPONSIBILITIES OF THE DEPARTMENT

A general statement of the Department's responsibilities to the Recipient.

Section II: RESPONSIBILITIES OF THE RECIPIENT

Statements concerning the Recipient's various responsibilities under this Grant Agreement, including (but not limited to) record-keeping requirements, procurement instructions, and reporting requirements to the Department.

Section III: ACCOUNTING, RECORDS, AND AUDIT

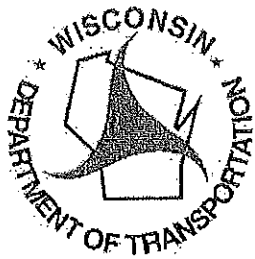
Statements concerning the Recipients various responsibilities under this Grant Agreement, including (but not limited to) financial accounting and record-keeping requirements, record maintenance and reporting requirements, and audit procedures.

Section IV: TERMINATION OF AGREEMENT

Statements concerning various ways this Grant Agreement may be terminated.

Section V: ADDITIONAL DOCUMENTS

A list of documents that are part of this Grant Agreement, including: Incorporated Documents, which are part of this Grant Agreement by reference (but are not physically included in this Grant Agreement); and Attached Documents, which are included with and part of this Grant Agreement.



Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

Grant Agreement

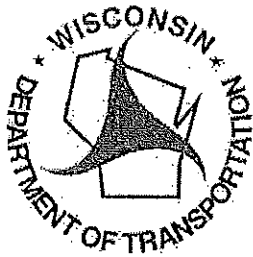
General Provisions

Section I: RESPONSIBILITIES OF THE DEPARTMENT

- A. The Department agrees to remit payment to the Recipient in accordance with appropriate statutes, administrative rules, program grant application, and program materials.

Section II: RESPONSIBILITIES OF THE RECIPIENT

- A. The Recipient is responsible for submitting all program reports, invoices, or other required documents as outlined in the program application in the manner and form as prescribed by the Department. The Department may withhold any and all payments to the Recipient if program reports, invoices, and other required documents are not filed in the manner and form as prescribed by the Department.
- B. All assets procured with program funds shall comply with Department rules regarding satisfactory continuing control as prescribed in Department grant application and program materials. Vehicles purchased with state funding or a combination of federal and/or state funding will be an asset of record with the Department and shall comply with Department policies.
- C. The Recipient agrees to carry out the project as outlined in its approved application. If the Recipient determines that changes to approved projects are necessary, written approval from the Department must be received before the Recipient may proceed.
- D. The Recipient may not use program monies to purchase service from or make sub-grants to any third party without a contract, agreement, or purchase-of-service order, and must follow Department procedures and approval process. Third-party contracts, agreements, or purchase-of-service orders shall be available for inspection by the Department, its officials, employees or designees upon request.
- E. If applicable, the Recipient will make payments to third-party contractors within 30 days of Recipient's receipt of invoice.

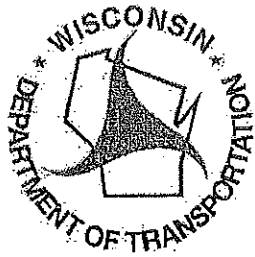


Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

- F. All materials, equipment, and supplies acquired through this Grant Agreement by the Recipient must comply fully with all safety requirements as set forth in law or rule by the State of Wisconsin, and with all applicable OSHA Standards.
- G. Before purchasing services or capital items from a third party with funds from this grant, the Recipient will contact the Department in order to determine the best way to proceed with a state and federally compliant procurement. An overview of these procedures is available on the Department's web site at:
<http://www.dot.wisconsin.gov/localgov/transit/procurement.htm>.
 - 1. The Recipient must obtain Departmental approval for pre-solicitation and post-solicitation procurement activities as follows:
 - 2. The Recipient must notify the Department in writing of its intention to purchase the service or item. Such notification should include the funding source (i.e., grant number) by which the Recipient intends to fund the purchase, as well as assurances that the proposed procurement will follow all relevant federal and state purchasing rules and procedures.
 - 3. As requested by the Department, the Recipient will provide to the Department written documentation of the solicitation process. Upon review, the Department will issue written approval to the Recipient to make the award.

Section III: ACCOUNTING, RECORDS, AND AUDITS

- A. The Recipient shall have a single, organization-wide financial and compliance audit performed by a qualified independent auditor, if required to do so under federal law and regulations. This audit shall be performed in accordance with federal Office of Management and Budget (OMB) Super Circular 2 CFR Part 200 and state single audit guidelines issued by the Wisconsin Department of Administration. Upon notice of any findings from this audit that involve the use of program funds, the Recipient shall inform the Department.
- B. All costs charged to this Grant Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers indicating the purpose of the charges. The Recipient, any Recipients, contractors, subcontractors, and their affiliates shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related to this Grant Agreement. The Recipient shall be responsible for



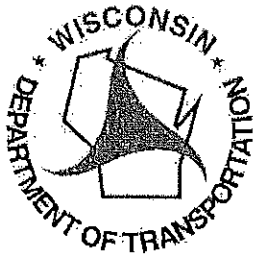
Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

insuring the compliance of all Recipients, contractors, subcontractors, and affiliates with this provision.

- C. The accounts and records as required above shall be retained for a period of three years after final payment and shall be available upon request by the Department or its designee for inspection and audit purposes.
- D. The Recipient shall permit the Department or their designee access to inspect all vehicles, facilities, and equipment acquired or used as part of the project; all transportation services rendered by the Recipient by the use of such vehicles, facilities, and equipment; and all relevant project data, documents, and records.

Section IV: TERMINATION OF AGREEMENT

- A. The Department may terminate this Grant Agreement at any time that the Secretary of the Department of Transportation determines that the Recipient, lessee, or any third-party contractor has failed to perform in the manner called for in the Grant Agreement, or has failed to fulfill contract obligations. Failure of the Recipient or any third-party contractor to comply with the terms and conditions of this Grant Agreement shall be considered cause for termination.
- B. The Recipient may terminate this Grant Agreement upon receipt of a written, formal request by the Department at least 30 calendar days prior to the proposed termination date.
- C. In the event that this Grant Agreement is terminated, the Department shall be liable only for payment of Attachment A of this Grant agreement for services rendered before the effective date of termination.



Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

Section V: ADDITIONAL DOCUMENTS

The Recipient shall review and understand and content and responsibilities of all the documents listed in Section V of this Grant Agreement.

A. Incorporated Documents

The following documents are *incorporated by reference* and made part of this Grant Agreement. Review each document. The signature on page 1 signifies that you understand both the content and your responsibilities under each:

1. Recipient's current year approved application and application guidelines
2. *Federal Transit Administration Master Agreement, FTA MA(24), October 1, 2017*
3. *Certifications and Assurances*, as applicable to the Recipient's selected project

B. Attached Documents

The following documents have been *included* with this Grant Agreement and are made part of this Grant Agreement. Review each document. The signature on page 1 signifies that you understand both the content and your responsibilities under each:

1. Program-Specific Requirements
2. Attachment A: Funding Allocation
3. Attachment B: Federal Clauses



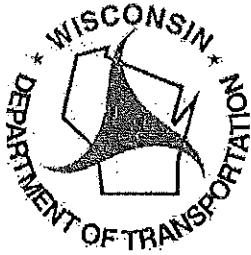
Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

Grant Agreement

Section 5311 Capital Grant Program-Specific Provisions

Section I: PROGRAM REQUIREMENTS

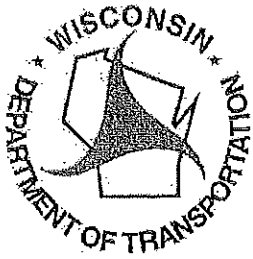
- A. The Recipient is responsible for adhering to the federal laws and regulations prescribed in the Federal Transit Administration Master Agreement, FTA MA(24), October 1, 2017.
- B. The Recipient agrees to comply with all federal statutes relating to Civil Rights and nondiscrimination, as applicable. The Recipient is required to create, maintain and comply with a Title VI Plan that has been approved by WisDOT.
- C. The Recipient agrees to comply with all federal and state statutes relating to Equal Employment Opportunity, as applicable.
- D. The Recipient agrees to comply with and participate in Compliance Site Reviews conducted by the State of Wisconsin or authorized contractor.
- E. The Recipient must include the following notification language of federal participation in all its requests for proposals, solicitations, contracts, press releases, brochures, web site(s), or other publications, etc., funded under this grant, based on the source of funding:
"This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. § 5311 Formula Grants for Rural Areas (CFDA 20.509)".



Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

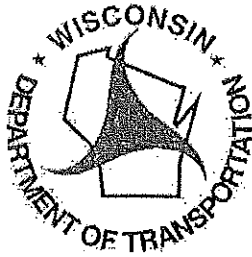
Section II: PROJECT REQUIREMENTS

- A. The Recipient shall complete all projects included in this Grant Agreement during the Period of Performance on the first page of this Grant Agreement. If the Recipient fails to complete a given project(s) within the Period of Performance, the Department shall take necessary actions to withdraw any uncommitted funds in the Grant Agreement at that time. WisDOT retains the right to reassign uncommitted funds to other subrecipients.
- B. Payments under the terms of this Grant Agreement in based on 49 USC §5311, as amended.
- C. The Department agrees to pay the Recipient the maximum amount allowed under this Grant Agreement or 80% of the purchase price of the items listed on Attachment A, whichever sum is less. Project quantities are limited to the number shown in Attachment A.
- D. The Department shall make payment to the Recipient upon receipt of invoices prepared by the manufacturer or dealer showing the actual costs of purchased equipment or in the case of a construction project, upon receipt of invoices in accordance with the payment schedule as specified in the construction contract. Progress payments on capital equipment would be made only at the discretion of the Department and in compliance with all applicable federal requirements.
- E. If the Department's audit establishes that payment to the Recipient under the terms of this Grant Agreement has exceeded the allowable maximum within this Grant Agreement, the Recipient shall refund to the Department upon demand a sum sufficient to reduce the payment to the maximum allowed in this Grant Agreement.
- F. The Recipient agrees to inspect the equipment upon receipt from the vendor, including a check of specifications and a road test; complete paperwork [including Buy America Post-Delivery audit certifications] in a timely manner and send required documents to the program manager at the Bureau of Transit, Local Roads, Rails and Harbors. Documents must be reviewed and approved by WisDOT prior to vehicle entering into service.



Federal Transit Administration 55311
Formula Grants for Rural Areas – Capital
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

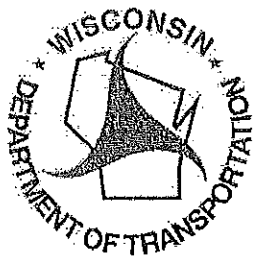
- G. Title to project equipment and rolling stock shall be in the name of the Recipient, subject to the restrictions on use and disposition of the project equipment and rolling stock set forth herein. When the application for title registration is originally filed, the title holder must list the Department as the only secured party. Copies of form MV-1 or MV-11, Application for Title/Registration, must be filed with and approved by the Bureau of Transit and Local Roads before the federal share of the cost for any rolling stock is processed for payment.
- H. The Recipient may not execute any transfer of title, lease, lien, pledge mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way affects the federal interest in any project real property or equipment. Nor may the Recipient obligate itself, in any other manner, to any third party with respect to project real property or equipment, unless such transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation is expressly authorized in writing by the Department; nor may the Recipient, by any act or omission, adversely affect the federal interest or impair the Recipient's continuing control over the use of project real property or equipment.
- I. The Recipient agrees that the project equipment and rolling stock shall only be used for the provision of transportation service to the general public and rolling stock shall be clearly marked for public use. The Recipient shall keep satisfactory records with regard to the use of the equipment and rolling stock and submit to the Department upon request such information as may be required to assure compliance with this section. Project equipment and rolling stock shall be operated only within the transit service area described in the capital and operating grant applications that are made part of this Grant Agreement by reference for the duration of its useful life. If during the useful life, the project equipment and rolling is withdrawn from transportation service, the Recipient shall immediately notify the Department and request disposition instructions.
- J. The Recipient shall develop a written maintenance plan in accordance with Department requirements and shall perform preventive maintenance on the equipment, facilities, and rolling stock purchased with FTA funds, including accessibility equipment, at a level no less than the manufacturer's recommended specifications. Adequate records of preventive maintenance on each piece of equipment, rolling stock, and facilities shall be maintained by the Recipient. The equipment, facilities, and rolling stock shall be properly maintained at all times. The Department shall have the right to conduct



Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

periodic inspections and reviews for the purpose of confirming that proper maintenance policies and procedures are being followed.

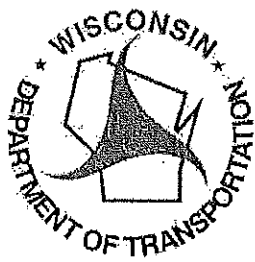
- K. The Recipient shall make available the equipment and rolling stock including maintenance and/or usage records to the Department upon demand for the purpose of verification or other inspections deemed necessary by the Department.
- L. The Recipient shall immediately notify the Department in all cases where project equipment or rolling stock is used in a manner substantially different from that described in the application. The Recipient shall obtain prior written concurrence from the Department for any proposed sale of equipment or rolling stock, title transfer, or lease to another agency.
- M. The Recipient shall maintain, in an amount and form satisfactory to the Department, such insurance or self-insurance (including property, personal injury and collision coverage) as will be adequate to cover the current value of project equipment and rolling stock throughout the period of required use.
- N. The Department reserves the right to require the Recipient to restore equipment and rolling stock or pay for damages to the equipment and rolling stock as a result of abuse or misuse of such equipment and rolling stock with the Recipient's knowledge and consent.
- O. Equipment purchased with assistance under this Grant Agreement must be used in the performance of transportation services as outlined in Recipient's application for the duration of its useful life. The Recipient shall complete the Department's procedures for disposal of the equipment before it is sold or utilized for another service other what was outlined in the Recipient's application.
- P. Upon termination of this Grant Agreement, the Recipient agrees to dispose of the project facilities, equipment, and/or rolling stock, in accordance with Wisconsin Department of Transportation instructions.
- Q. The Recipient shall submit to the Department, for the period in which the asset is used in the provision of public transit quarterly ridership data in a manner prescribed by the Department.



Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
2018 Program Grant Agreement
City of Berlin
DUNS: 8519626

R. WisDOT Contact:

Title:	Program Manager for Public Transit
Address:	Attn: Ben Vondra HFSB/DTIM/BTLRRH, Room 951 P.O. Box 7913 Madison, WI 53707-7913
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Federal Transit Administration §5311
Formula Grants for Rural Areas – Capital
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Attachment A: Funding Allocation

Section 5311 Grant Program

A. Award Details:

STIP ID	Activity Line Item	ALI Description	Quantity	Total Cost	Federal Share	Local Share
5311S18-5a	11.12.15	Mini bus, accessible, gasoline-powered	1	\$51,800	\$41,440	\$10,360

B. Funding Source:

This project is funded in part by the Federal Transit Administration (FTA) as authorized under 49 U.S.C. § 5311 Formula Grants for Rural Areas (CFDA 20.509).

- i. Federal Award Agency: **USDOT Federal Transit Administration**
- ii. Pass through entity: **WisDOT, Division of Transportation Investment Management**
- iii. Federal Award Identification Number (FAIN): **WI-2017-039**
- iv. Federal Award Date: **September 22, 2017**

DATE: May 31, 2018

TO: Committee of the Whole

FROM: Jodie Olson

RE: Grant & Loan Funding Applications for 2018 Utility Projects

BACKGROUND: There Water & Sewer Utility Commission would like to apply for two potential sources of grant funding thru Safe Drinking Water and Clean Water Funds for the 2018 street projects in the 5th ward. Grant eligibility and what potential grant funding could be are unknown at this point. We have to apply and be reviewed before we can find out if or what any funding opportunities could be. The application process requires the following three resolutions to be passed and submitted with the application documents. These applications are for the Water and Sewer Utility portion only as the City's portion of the project does not qualify under these grant programs.

Authorizing Resolutions for Grant Funding Applications. RECOMMENDATION: Recommend to Common Council to approve and adopt Resolution #18-07 Authorizing Representative to File Applications for Financial Assistance from State of Wisconsin Environmental Improvement Fund.

Safe Drinking Water Fund Loan Resolution Declaring Intent. RECOMMENDATION: Recommend to Common Council to approve and adopt Resolution #18-08 Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing (Safe Drinking Water Fund Loan).

Clean Water Fund Loan Resolution Declaring Intent. RECOMMENDATION: Recommend to Common Council to approve and adopt Resolution #18-09 Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing (Clean Water Fund Loan).

RESOLUTION 18-07

**AUTHORIZED REPRESENTATIVE TO FILE APPLICATIONS
FOR FINANCIAL ASSISTANCE FROM STATE OF WISCONSIN
ENVIRONMENTAL IMPROVEMENT FUND**

WHEREAS, it is the desire of the City of Berlin, Wisconsin, a municipal corporation, to file several applications for state financial assistance for its 2018 Utility Improvements project under the Wisconsin Environmental Improvement Fund (ss. 281.58, 281.59, 281.60 and 281.61, Wis. Stats.);

WHEREAS, it is necessary to designate a representative for filing said applications;

NOW BE IT THEREFORE RESOLVED, by the Common Council of the City of Berlin, that the City Administrator is hereby appointed as the Authorized Representative for the City of Berlin for the purpose of filing these applications for state financial assistance under the Wisconsin Environmental Improvement Fund and that the representative is further authorized and empowered to do all things necessary in connection with said applications.

Passed by the Common Council of the City of Berlin this 12th day of June, 2018.

Richard Schramer
Mayor

Attest:

Jodie Olson
Clerk-Treasurer

RESOLUTION NO. 18-08

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

WHEREAS, the City of Berlin, Green Lake County, Wisconsin, (the 'Municipality') owns and operates a water system (the 'System') as a public utility; and

WHEREAS, the Municipality plans to construct improvements to its water system and the Municipality intends to apply for a Safe Drinking Water Fund Loan (the 'Loan') through the Wisconsin Department of Natural Resources; WDNR Project No. 5466-03; and

WHEREAS, because proceeds from the Safe Drinking Water Fund Loan will not be available prior to commencement of construction on the project, the Municipality must provide interim financing to cover costs of the project incurred prior to closing on the Loan; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance monies from its funds on hand and reserve balances on an interim basis until Loan proceeds become available,

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Berlin, Green Lake County, Wisconsin, that;

Section 1. Expenditure of Funds: The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Loan proceeds become available.

Section 2. Declaration of Official Intent: The Municipality hereby officially declares its intent to reimburse said expenditures with proceeds of the Loan, the principal amount of which is not expected to exceed \$524,521.35.

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

Section 4. Public Availability of Official Intent Resolution: This Resolution shall be made available for public inspection at the Municipal Clerk's Office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including subchapter II of Chapter 19, and shall remain available for public inspection until the Loan is issued.

Section 5. Effective Date: This resolution shall be come effective upon its adoption and approval.

Passed by the Common Council of the City of Berlin this 12th day of June, 2018.

Richard Schramer, Mayor

Attest:

Jodie Olson, City Clerk/Treasurer

RESOLUTION NO. 18-09

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

WHEREAS, the City of Berlin, Green Lake County, Wisconsin, (the 'Municipality') owns and operates a sanitary sewer system (the 'System') as a public utility; and

WHEREAS, the Municipality plans to replace a section of sanitary sewer on Elm Street (Jefferson to Washington Streets), Smith Street (Broadway to Elm Streets) and Webster Street (Smith to Kossuth Streets), and the Municipality intends to apply for a Clean Water Fund Loan (the 'Loan') through the Wisconsin Department of Natural Resources, WDNR Project No. 4029-05; and

WHEREAS, because proceeds from the Clean Water Fund Loan may not be available prior to commencement of construction on the project, the Municipality must provide interim financing to cover costs of the project incurred prior to closing on the Loan; and

WHEREAS, it is necessary, desirable, and in the best interests of the Municipality to advance monies from its funds on hand and reserve balances on an interim basis until Loan proceeds become available,

NOW, THEREFORE BE IT RESOLVED by the Common Council of the City of Berlin, Green Lake County, Wisconsin, that;

Section 1. Expenditure of Funds: The Municipality shall make expenditures as needed from its funds on hand to pay the costs of the Project until Loan proceeds become available.

Section 2. Declaration of Official Intent: The Municipality hereby officially declares its intent to reimburse said expenditures with proceeds of the Loan, the principal amount of which is not expected to exceed \$401,404.37.

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

Section 4. Public Availability of Official Intent Resolution: This Resolution shall be made available for public inspection at the Municipal Clerk's Office within 30 days after its approval in compliance with applicable State law governing the availability of records of official acts including subchapter II of Chapter 19, and shall remain available for public inspection until the Loan is issued.

Section 5. Effective Date: This resolution shall be come effective upon its adoption and approval.

Passed by the Common Council of the City of Berlin this 12th day of June, 2018.

Richard Schramer Mayor

Attest:

Jodie Olson, City Clerk/Treasurer