

AGENDA
COMMITTEE OF THE WHOLE MEETING
BERLIN, WISCONSIN
TUESDAY, DECEMBER 5, 2017 - 7:00 P.M.
COUNCIL CHAMBERS - BERLIN CITY HALL

1. Call to order.
2. General Public Comments. Registration card required (located at podium in Council Chamber).
3. CDBG Housing Loan Program Administration and Quality Standards Inspection
RECOMMENDATION: Listen to presentation by Juneau County Housing Authority Executive Director and recommend to Common Council to direct staff to solicit bids for a CDBG Housing Quality Standards Inspection contractor.
4. 2018 Polling Place. RECOMMENDATION: Discuss and action as appropriate.
5. 2018 Standardized Special Assessment Rates. RECOMMENDATION: Recommend to Common Council to approve and adopt the 2018 Standardized Special Assessment Rate schedule as recommended by the City Engineers.
6. Update on Raze or Repair Order for 258 E. Huron Street. RECOMMENDATION: Listen to update and action as necessary.
7. Berlin Senior Center Meal Program Agreement with Green Lake County.
RECOMMENDATION: Recommend to Common Council approval of CY2018 Agreement Between Green Lake County DHHS Aging/Long-Term Care Unit and the City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures.
8. Annual Senior Transportation Grant Contracts: Memorandum of Understanding and Purchase of Service Contract for Senior and Handicapped Transportation. RECOMMENDATION: Recommend to Common Council to approve the Memorandum of Agreement Between the Green Lake County Commission on Aging and City of Berlin for January 1, 2018 through December 31, 2018 and the Purchase of Service Contract-CY2018 with Green Lake County Department of Health & Human Services.
9. Motion to convene into closed session pursuant to Sec 19.85(1)(e), of the WI Statutes, to deliberate or negotiate the purchase of public property, investment of public funds or conduct other specified public business, whenever competitive or bargaining reasons require a closed session. *(Discuss potential acquisition of 169 E. Huron)*
10. Reconvene into open session and take appropriate action from closed session discussions.
11. Adjourn.

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

DATE: December 5, 2017

TO: Mayor and Committee of the Whole

FROM: Susan Thom

RE: CDBG HOUSING LOAN PROGRAM ADMINISTRATION AND QUALITY STANDARDS INSPECTION

BACKGROUND: The City of Berlin Community Development Block Grant program has been in existence since 1988. The CDBG program is designed to provide financial assistance for low-to-moderate income persons to rehabilitate homes for safety, sanitary and decency issues. This program is not designed to provide a funding source for remodeling or improvements that do not address these serious issues.

Up to 15% of the CDBG loan funds can be utilized to administer the CDBG program, including the inspection process. There are different stages of the loan process that qualify for usage of the 15% administration fee, each of which requires various levels of expertise. The State of Wisconsin is more strictly enforcing HUD rules for the quality control and inspection and proper administration of the CDBG Housing program. Julie A Oleson, Executive Director of the Juneau County Housing Authority, will present Council with information on housing quality inspection standards that must be adhered to and options available to meet that requirement. This will include utilizing a contracted inspector to handle the inspection and quality control aspects of the loan program. A contracted inspector would be paid out of the CDBG loan program administrative 15% and would not affect the City budget.

RECOMMENDATION: Listen to presentation by Juneau County Housing Authority Executive Director and recommend to Common Council to direct staff to solicit bids for a CDBG Housing Quality Standards Inspection contractor.

DATE: November 30, 2017

TO: Committee of the Whole

FROM: Jodie Olson

RE: 2018 Polling Place

BACKGROUND: The Berlin Armory has notified the City that they cannot accommodate the 2018 elections due to building renovations that will be occurring. Staff has looked at other locations and has found that City Inn will accommodate us for the elections for \$125. We have paid the Armory \$100/election in the past.

RECOMMENDATION: Discuss and if appropriate, recommend to Common Council to authorize the 2018 polling place to be at City Inn.

DATE: December 5, 2017

TO: Committee of the Whole

FROM: Jodie Olson

RE: 2018 Standardized Special Assessment Schedule

BACKGROUND: Kunkel Engineering has reviewed and provided the annual update to the Standardized Special Assessment Schedule based on what actual expenditures have been. They are recommending a slight increase, which is consistent on what actual costs have increased.

RECOMMENDATION: Recommend to Common Council to approve and adopt the 2018 Standardized Special Assessment Rate schedule as recommended by the City Engineers.

	2008	2009	2013	2014	2015	2016	2017	Projected Cost 2018
A. STREETS								
1. Category I	City pays all costs							
2. Category II	City pays all costs After "opening" of street, Street "opening" charge, Street Development Fee - Sect. C	\$85.07 per foot	\$90.96 per foot	\$98.50 per foot	\$104.41 per foot	\$107.54 per foot	\$109.15 per foot	\$110.25 per foot
3. Category III	See Land Development Fee - Sect. C							
B. WATER AND SEWER								
1. Category I	Utility/City pays all costs							
2. Category II	Water Main, any size Sewer Main, any size Water Lateral to lot line Sewer Lateral to lot line Comb water/sewer laterals to lot line with curb boxes Reconnection Fee (if existing sanitary lateral is found to be PVC and/or water lateral is copper or poly)	\$42.00 per foot \$45.00 per foot \$ 1,515.00 \$ 1,325.00 \$ 2,330.00	\$49.07 per foot \$51.62 per foot \$ 1,695.00 \$ 1,485.00 \$ 2,840.00	\$51.10 per foot \$53.80 per foot \$ 1,695.00 \$ 1,485.00 \$3,075.00	\$55.66 per foot \$56.49 per foot \$ 1,945.10 \$ 1,706.80 \$3,286.53	\$55.27 per foot \$58.19 per foot \$ 1,948.00 \$ 1,740.75 \$3,552.26	\$56.10 per foot \$59.05 per foot \$ 1,985.66 \$ 1,775.54 \$3,419.31	\$56.30 per foot \$59.50 per foot \$ 1,992.90 \$ 1,784.40 \$3,451.00
C. LAND DEVELOPMENT FEE (LDF)								
Total LDF broken down as follows								
1. Streets	Plat sponsor to provide all roadway within plat to 36' width, including all grading & base course. Cost assessed if City agrees to install improvements on behalf of developer. Cost assumes an urban street built to City specifications.	\$ 231.23	\$ 243.03	\$269.09	\$283.14	\$290.84	\$295.20	\$297.80
2. Water & Sewer	See Section B.2 above, Category II Water and Sewer Note: Lateral charge not included LDF	SEE ABOVE	SEE ABOVE	SEE ABOVE				
3. Storm Sewer	Storm sewer facilities constructed to City specifications. If City agrees to construct improvements on behalf of developer at a later time, fee paid will be escrowed for future improvements. Plat sponsor will not be subject to other drainage assessments in the future.	\$58.64 per foot	\$60.13 per foot	\$65.09 per foot	\$69.00 per foot	\$71.07 per foot	\$73.2 per foot	\$73.60 per foot
4. Curb and Gutter	Amount set aside for future installation.	\$20.07 per foot	\$21.09 per foot	\$22.80 per foot	\$24.17 per foot	\$24.90 per foot	\$25.40 per foot	\$25.55 per foot
5. Engineering Review	Engineering for City installed improvements are included in above fees. For improvements installed by developer, an engineering review equal to 5% of the respective assessment shown above will apply.	5%	5%	5%	5%	5%	5%	5%
								\$74.34 per foot
								\$299.29
								\$83.47
								\$309.26
								\$341.00
								\$309 per lateral
								\$341.00
								\$309 per lateral

Above fees do not including the paving charges, which are not assessable
under this policy or sidewalk costs which are not part of this policy.

DATE: December 5, 2017

TO: Mayor and Committee of the Whole

FROM: Jodie Olson

RE: Berlin Senior Center Meal Program Agreement with Green Lake County

BACKGROUND: As part of the Senior Nutrition Program at the Senior Center, we have an agreement to get reimbursed for meal costs thru a grant administered by Green Lake County. The agreement outlines the program requirements and that the reimbursement rate will be \$5.30/meal, which is the same as last year.

The Nutrition program has a budget of \$33k and we recoup \$20-\$25k of that in grant funding thru Green Lake County.

RECOMMENDATION: Recommend to Common Council approval of the CY2018 Agreement Between Green Lake County DHHS Aging/Long-Term Care Unit and the City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures.

GREEN LAKE COUNTY
DEPARTMENT OF HEALTH & HUMAN SERVICES

Health & Human Services
571 Cty Rd A; PO Box 588
Green Lake, WI 54941-0588
Phone: 920-294-4070
Fax: 920-294-4139
Email: glcdhhs@co.green-lake.wi.us



Fox River Industries
222 Leffert St; PO Box 69
Berlin, WI 54923-0069
Phone: 920-361-3484
Fax: 920-361-1195
Email: fri@co.green-lake.wi.us

Berlin Senior Center Agreement

Purchaser:

Green Lake County Department of Health & Human Services
Betty Bradley, Aging/Long-Term Care Unit Manager
PO Box 588
571 County Road A
Green Lake, WI 54941
Telephone #: (920)-294-4070
glcdhhs@co.green-lake.wi.us

Fax #: (920)-294-4139

Berlin Senior Center Meal Site

Name: City Of Berlin/Jodie Olson

Agreement Information

Agreement Amount: \$5.30 per meal
Services to be provided: Provide Meals 5 days per week
Agreement Period: January 1, 2018 – December 31, 2018

Signatures:

In Witness of this Agreement, the duly authorizing officers sign in, in agreement

Green Lake County
Catherine Schmit

Meal Provider
City of Berlin/Jodie Olson

Signature

Signature

Date

Date

AGREEMENT

This agreement made the 1st of January 2018 by and between the Green Lake County DHHS Aging/Long-Term Care Unit, hereinafter designated the Program, and the City of Berlin hereinafter designated the Company.

The Company Shall:

1. Prepare meals and other food for service to the following Program Meal site(s): Berlin Senior Center. Meals are to be prepared five days per week.
2. Prepare meals containing at least 1/3 minimum daily requirements for an older adult according to the following specifications by 1/1/2018:
 - a. 3 oz. of lean meat, poultry, fish (2 oz in casserole-type dishes).
 - b. Three ½, cup serving of fruit and/or vegetables per day.
 - c. One serving of grains.
 - d. One teaspoon butter or fortified margarine in individual pats.
 - e. One ½, cup serving dessert (optional).
 - f. One ½, pint milk (2/5 and/or lower fat content).
 - g. At least 1 good source of Vitamin C per meal.
 - h. At least 3 rich sources of Vitamin A per week.
3. Comply with the Federal, State, and local laws, regulations governing the preparing and handling of food. The COMPANY shall procure and keep in effect all necessary licenses and permits.
4. Complete meal preparations and have meals ready for delivery no later than 11:00 a.m.
5. Provide meals for the Program at a cost of \$5.30 per meal. Per meal costs may be reviewed by both parties as necessary for possible adjustment. If a satisfactory adjustment is not resolved, either party may terminate with a thirty (30) day written notice.
6. COMPANY shall forward the COUNTY an accounting, itemized by day, for all meals served for the interim period of the first through the last day of each month. COUNTY shall within 30 days of the receipt of such accounting may pay COMPANY for such meals at the per plate price.
7. COMPANY shall make available nutritional analysis of menus upon request.

The COUNTY Shall:

1. Make payment accordingly for services provided by the Company within 30 days following receipt of invoice.
2. With the consultation of the Nutrition Director responsible to the County, review menus and request revision and/or adjustments as necessary.
3. Maintain the right to refuse payment for meals not meeting the specified dietary requirements.
4. Inspect at any time the Company's food preparation and storage areas to determine the adequacy of the Company's sanitation practice.
5. Provide number of meals to be served with a time schedule for additional or cancellation of daily meal counts.

The COMPANY shall maintain adequate liability insurance providing coverage of losses caused by the Company's negligent act or omission, theft by company employees, or the negligent act of the Company's agents or employees, and such policy shall name the County as an additional insured. The County will maintain adequate liability insurance providing coverage for negligent acts or omissions of its employees. The Company shall defend any suit against the County alleging personal injury, sickness, or disease arising out of the consumption of the meals or other food prepared for the County.

This written Agreement represents entire Agreements between the Green Lake County Department of Health & Human Services-Aging/LTC Unit Nutrition Program and the City of Berlin, and is to be in effect as of January 1, 2018. Either party may at any time during the life of the Agreement terminate this Agreement by giving thirty (30) days' notice in writing to the party of the intention to do so.

DATE: December 5, 2017

TO: Mayor and Committee of the Whole

FROM: Jodie Olson

RE: Annual Senior Transportation Grant Contracts: Memorandum of Understanding and Purchase of Service Contract for Senior and Handicapped Transportation.

BACKGROUND: We annually sign agreements with Green Lake County in order to receive reimbursement through 8521 funds for the Senior & Handicap Transportation expenses. The Memorandum indicates the specifics of how the program is to be run thru the Commission on Aging, and the Purchase of Service Contract indicates the funding amount and requirements to receive the funding. These are simply on-going agreements between the County and the City to provide funding and is a budgeted revenue. The agreement funds \$26,244 for our transportation program.

RECOMMENDATION: Recommend to Common Council to approve the Memorandum of Agreement Between the Green Lake County Commission on Aging and City of Berlin for January 1, 2018 through December 31, 2018 and the Purchase of Service Contract-CY2018 with Green Lake County Department of Health & Human Services.

**GREEN LAKE COUNTY
DEPARTMENT OF HEALTH & HUMAN SERVICES**

HEALTH & HUMAN SERVICES

571 County Road A
PO Box 588
Green Lake WI 54941-0588
VOICE: 920-294-4070
FAX: 920-294-4139
Email: glcdhhs@co.green-lake.wi.us



FOX RIVER INDUSTRIES

222 Leffert St.
PO Box 69
Berlin WI 54923-0069
VOICE: 920-361-3484
FAX: 920-361-1195
Email: fri@co.green-lake.wi.us

November 27, 2017

City of Berlin
%Jodie Olson
PO Box 272
Berlin WI 54923

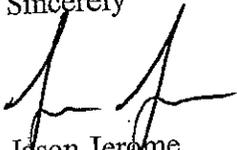
RE: CY 2018 - Memorandum of Understanding

Dear Ms. Olson:

Enclosed you will find the CY 2018 - Memorandum of Understanding for signature. Please have the appropriate designee sign the Memorandum, make a copy, and return the original to our office as soon as possible.

If you have any questions, contact Betty Bradley, Aging/Long-Term Care Unit Manager. Thank you for your anticipated cooperation.

Sincerely



Jason Jerome
Director

Enclosures

MEMORANDUM OF AGREEMENT
BETWEEN THE GREEN LAKE COUNTY COMMISSION ON AGING

AND

CITY OF BERLIN

FOR JANUARY 1, 2018 THROUGH DECEMBER 31, 2018

WHEREAS, the County of Green Lake has applied for and received a mass transit operating assistance Grant for the provision of elderly and handicapped transportation under Wisconsin State Statutes Section 85.21, and

WHEREAS, the Green Lake County Health & Human Services Aging/Long Term Care Unit has been designated by the Green Lake County Board of Supervisors as the administrative body responsible for the coordination, development and fiscal management of the Transit Grant Project, and,

WHEREAS, the Green Lake County Health & Human Services Aging/Long Term Care Unit desires to provide transit operating funds to the City of Berlin of Wisconsin during the period of January 1, 2018 to December 31, 2018, therefore,

FOR THIS PURPOSE, it is mutually agreed by the Green Lake County Health & Human Services Aging/Long Term Care Unit, hereinafter referred to as "COMMISSION" and the City of Berlin of Wisconsin, hereinafter referred to as "CITY OF BERLIN", as follows:

1. AREA SERVED

The areas served will be Berlin and a radius of five miles surrounding Berlin.

2. PASSENGER DEFINITION

A. Elderly

1. Definition: All persons 60 years of age and over.

2. Identification: Medicare Card or Senior Citizen ID Card.

B. Handicapped

1. Definition: A handicapped person will be defined as any individual who by reason of illness, injury, age, congenital malfunction or other permanent or temporary incapacity or disability, is unable without special facilities or special planning or design to utilize mass transportation facilities and services as effectively as persons who are not so affected.

C. Other Residents of the Area

1. Other age groups will be served on a space available basis.

3. SCOPE OF SERVICES

A. Type of Service

Door to door route.

B. Hours of Operation

Mondays through Fridays, 8:30 a.m. to 4:00 p.m. Special provisions may be made through the transportation coordinator for other scheduled rides.

C. Service Requests

Service is a door to door system where persons for long distance medical trips must be arranged in advance for more than 24 hour notice.

D. Trips Priorities

Service is designed to first meet the scheduling needs of persons attending the health clinics and nutrition sites.

E. Vehicle Maintenance

A regular preventive maintenance program shall be established to lengthen vehicle life and reduce the number of equipment breakdowns.

F. Progress Report

The City of Berlin shall submit to the COMMISSION on a quarterly basis, a program evaluation which includes ridership and mileage data, as required by the Department of Transportation. The City of Berlin, Senior Center Director will be responsible for submitting all reports.

G. Financial Report

The City of Berlin shall submit to the COMMISSION on a quarterly basis, financial documentation outlining transportation revenue and expenses. The City of Berlin agrees to maintain within its accounting system, a method whereby all project charges may be readily identified for project final audit purposes.

4. PROGRAM ADMINISTRATION

A. Method of Payment

The COMMISSION will reimburse the City of Berlin for eligible expenses on a yearly basis not to exceed a total amount of \$ 26,244.00.

Requests for payment should reflect that passenger revenues are being used before 85.21 monies to off-set operating expenses.

The COMMISSION agrees to maintain within its accounting system, a method whereby all project charges may be readily identified for project final audit purposes.

5. TERMINATION OF AGREEMENT FOR CAUSE

If through any cause, the City of Berlin OR COMMISSION fail to fulfill obligations under this Agreement, either party may terminate said Agreement at any time upon 60 day written notice.



Jason Jerome, Director
Green Lake County Department
of Health & Health & Human Services

Jodie Olson
City of Berlin