

AGENDA  
COMMITTEE OF THE WHOLE MEETING  
CITY OF BERLIN  
TUESDAY, JUNE 6, 2017, 7:00 PM  
CITY HALL COUNCIL CHAMBERS

1. Roll Call.
2. General Public Comments. Registration card required (located at podium in Council Chamber).
3. Presentation of 2016 Audit Results. RECOMMENDATION: Listen to auditor presentation and recommend to Common Council to accept and place the 2016 audit on file.
4. Fire Department Request to Sell Beer at Car Show. RECOMMENDATION: Recommend to Common Council to approve Fire Department request to sell beer at 2017 Car Show Event.
5. ADVOCAP Parking Request. RECOMMENDATION: Review request, discuss and action as appropriate.
6. Update on 107 W. Huron Property Issues. RECOMMENDATION: Listen to staff update and action as appropriate.
7. July Meeting Dates. RECOMMENDATION: Move July meeting dates from July 4 & 11 to July 11 & 18.
8. Approval of Federal and State Taxi Grant. RECOMMENDATION: Recommend to Common Council to approve and authorize the Mayor to sign the 2017 Urban Mass Transit Operating Assistance Contracts between the State of Wisconsin, Department of Transportation for Section 5311 and the City of Berlin for Calendar Year 2017.
9. Motion to convene into closed session pursuant to WI SS. 19.85(1)(e) for purpose of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, (1) ETZA Agreement with Towns & (2) Union and non-union post-retirement health insurance benefits).
10. Reconvene into open session and take appropriate action as a result of closed session discussions.
11. 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.*



DATE: June 2, 2017

TO: Honorable Mayor and Common Council

FROM: Jodie Olson

**RE: 2016 Audit**

BACKGROUND: Kevin Behnke, our lead auditor from Hawkins, Ash, Baptie & Company, will present the 2016 audit results to the Council. Kevin will give you a brief presentation of the audit highlights and answer any questions you may have. The audit process went well, and we have again received an unqualified, clean opinion on our books, which is the highest opinion that can be achieved in an audit.

Your packets include a summarized version of the City's 2016 financial activity and fund balance. Revenues and expenditures are very consistent to what was budgeted. Expenditures were favorable to budget largely due to ambulance calls being lower than expected, leading to reduced expenditures and corresponding revenues. Overall, the city finances are stable, general fund balance is in a good position, and all departments did a good job holding down expenses.

TID advances decreased by \$170k to \$1.7M due to the TID#10 payback. As of 12/31/16, there were three TIDs with advances owed to the general fund: TID# 10-NBP (\$1.48M), TID #9-North Riverblock (\$134K), TID#14-East Side Apartment Complex (\$95K) and TID #01E (\$18K). The negative TID #14 balance is owed to the Utility. The only TID at this point that is drawing money from the General Fund for advances is TID#01E, which draws approximately \$4-6k annually. This should continue thru 2023, for further draws totaling around \$30k. TID#9, 10 & 14 are all paying back advances at this point.

If you have specific or detailed questions, please feel free to contact me prior to the meeting. Depending on your questions, I may need to do some research to get you the answer.

RECOMMENDATION: Listen to presentation by Hawkins, Ash, Baptie & Company, LLP on 2016 audit and accept and place 2016 audit on file.



**CITY OF BERLIN, WISCONSIN**  
**SUMMARY FINANCIAL REPORT**  
**WITH INDEPENDENT AUDITORS'**  
**REPORT**

**DECEMBER 31, 2016**

**CITY OF BERLIN, WISCONSIN**  
**SUMMARY FINANCIAL REPORT**  
**TABLE OF CONTENTS**  
**DECEMBER 31, 2016**

<u>Page</u>	
2	Independent Auditors' Report
3	Combined Balance Sheet
	General Fund
4	Revenue
5	Expenditures
6	Statement of Revenue, Expenses and Changes in Net Position - Water and Sewer Utility
7	Statement of Revenue, Expenses and Changes in Fund Balance - Other Funds
8	Other Financial Information

**INDEPENDENT AUDITORS' REPORT**

To the City Council  
City of Berlin, Wisconsin

The accompanying summary financial statements of City of Berlin, Wisconsin as of and for the years ended December 31, 2016 and 2015, as listed in the table of contents are derived from the audited basic financial statements of the governmental activities, the business-type activities each major fund, and the aggregate remaining fund information of City of Berlin, Wisconsin as of and for the years ended December 31, 2016 and 2015, and the related notes, which collectively comprise the City's basic financial statements. We expressed unmodified audit opinions on those audited financial statements in our reports dated April 25, 2017 and March 31, 2016.

The summary financial statements do not contain all the disclosures required by the accounting principles generally accepted in the United States of America. Reading the summary financial statements, therefore, is not a substitute for reading the audited financial statements of City of Berlin, Wisconsin.

**Management's Responsibility for the Summary Financial Statements**

Management is responsible for the preparation of the summary financial statements on the same basis of accounting as the fund financial statements of the audited financial statements.

**Auditors' Responsibility**

Our responsibility is to express an opinion about whether the summary financial statements are consistent, in all material respects, with the audited financial statements based on our procedures, which were conducted in accordance with auditing standards generally accepted in the United States of America. The procedures consisted principally of comparing the summary financial statements with the related information in the audited financial statements from which the summary financial statements have been derived, and evaluating whether the summary financial statements are prepared in accordance with the basis described above.

**Opinion**

In our opinion, the summary financial statements of City of Berlin, Wisconsin as of and for the years ended December 31, 2016 and 2015 referred to above are consistent, in all material respects, with the audited financial statements from which they have been derived, on the basis described above.

HAWKINS ASH CPAS, LLP



Manitowoc, Wisconsin  
April 25, 2017

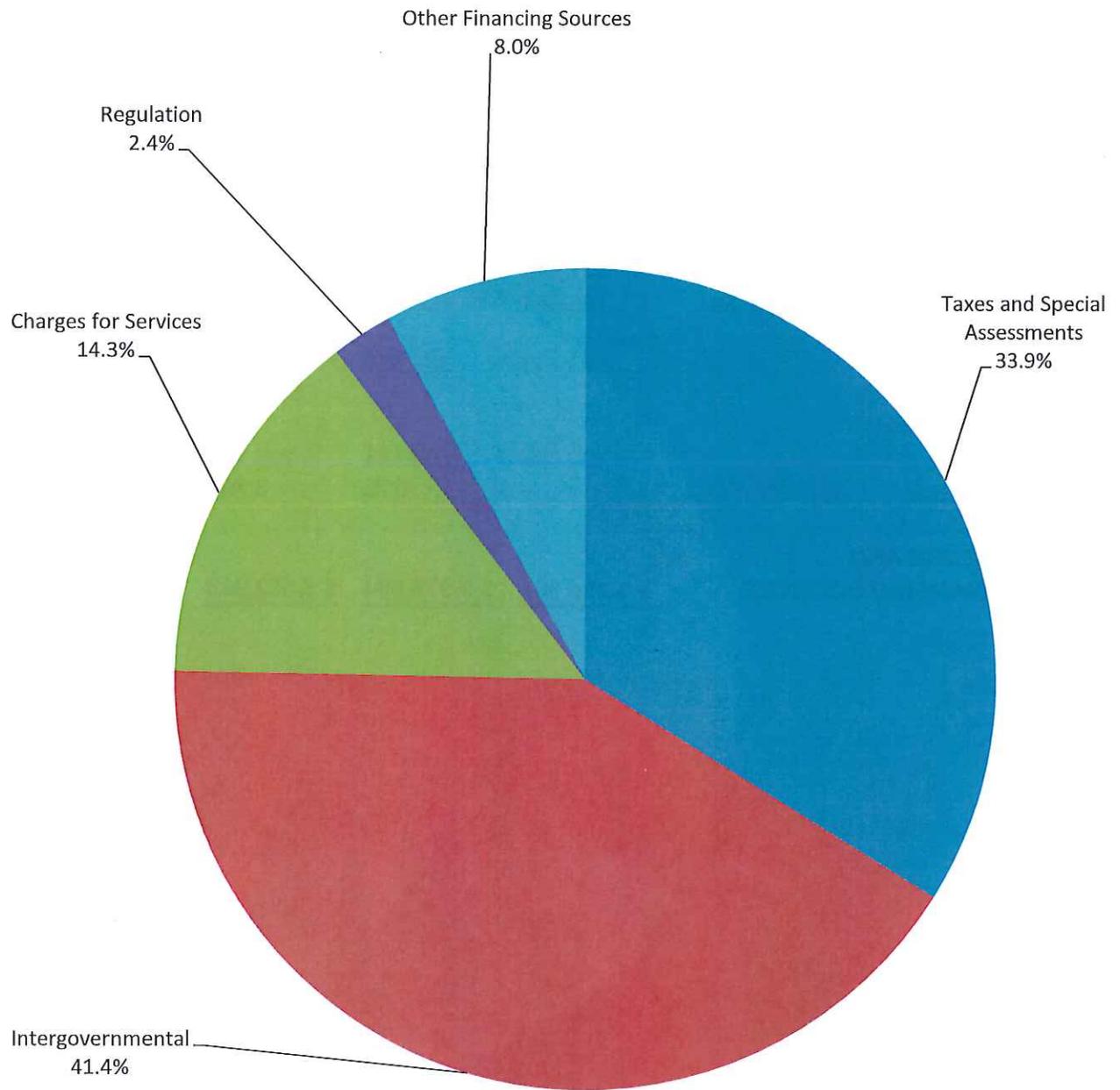
**CITY OF BERLIN, WISCONSIN**  
**COMBINED BALANCE SHEET**  
**DECEMBER 31, 2016**

	DECEMBER 31,	
	2016	2015
<b>ASSETS</b>		
Cash and cash equivalents	\$ 4,455,493	\$ 5,537,115
Investments	8,882,767	6,751,166
Receivables		
Taxes	4,314,057	4,369,032
Accounts and other	1,052,936	1,010,694
Special assessments	171,255	162,541
Loan	2,069,771	2,206,399
Due from other funds	667,314	257,519
Due from other governments	60,498	37,452
Inventories	35,261	33,439
Restricted Assets		
Cash and investments	1,746,203	1,701,843
Accrued interest	6,784	6,356
Advances to other funds	1,735,890	1,972,378
Wisconsin Retirement System net pension	-	55,124
Capital assets, less accumulated depreciation	11,481,232	11,762,542
<b>TOTAL ASSETS</b>	<b>36,679,461</b>	<b>35,863,600</b>
<b>DEFERRED OUTFLOWS OF RESOURCES</b>		
Wisconsin Retirement System pension	223,343	60,870
<b>TOTAL ASSETS AND DEFERRED OUTFLOWS OF RESOURCES</b>		
	<b>36,902,804</b>	<b>35,924,470</b>
<b>LIABILITIES</b>		
Accounts payable	286,339	225,310
Accrued liabilities		
Payroll	188,723	231,432
Other	49,570	54,874
Due to other funds	667,314	257,519
Due to other governments	4,180,861	4,105,560
Unearned revenue - other	2,090,701	2,234,222
Advances from other funds	1,735,890	1,972,378
Current portion of long-term debt	-	18,005
Payable from restricted assets		
Accrued revenue bond interest	4,928	7,905
Current portion of revenue bonds	223,501	217,458
Noncurrent portion of long-term debt	1,162,303	1,456,719
<b>TOTAL LIABILITIES</b>	<b>10,590,130</b>	<b>10,781,382</b>
<b>DEFERRED INFLOWS OF RESOURCES</b>		
Unavailable revenue - tax roll	2,542,473	2,529,063
Unavailable revenue - special assessments	82,143	79,664
Wisconsin Retirement System pension	84,117	-
<b>TOTAL DEFERRED INFLOWS OF RESOURCES</b>	<b>2,708,733</b>	<b>2,608,727</b>
<b>EQUITY</b>		
Net position	17,165,220	16,398,651
General fund	3,862,289	3,817,271
Other funds	2,576,432	2,318,439
<b>TOTAL EQUITY</b>	<b>23,603,941</b>	<b>22,534,361</b>
<b>TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND EQUITY</b>		
	<b>\$ 36,902,804</b>	<b>\$ 35,924,470</b>

**CITY OF BERLIN, WISCONSIN**  
**GENERAL FUND REVENUE**  
**YEAR ENDED DECEMBER 31, 2016**

	2016		2015	CHANGE FROM	
	BUDGET	ACTUAL	ACTUAL	PRIOR YEAR	
REVENUE					
Taxes	\$ 2,030,810	\$ 2,024,888	\$ 2,004,050	\$ 20,838	1%
Special assessments	-	121	373	(252)	-68%
Intergovernmental					
Federal, state and local government	2,465,343	2,478,020	2,499,598	(21,578)	-1%
Regulation					
Licenses and permits	103,542	103,131	118,486	(15,355)	-13%
Fines, forfeits, and penalties	44,650	40,286	37,509	2,777	7%
Charges for services					
Public charges for services	947,825	660,036	587,888	72,148	12%
Intergovernmental charges for services	186,991	196,527	182,598	13,929	8%
Miscellaneous	93,143	267,316	203,529	63,787	31%
Other Financing Sources					
Operating transfers in	222,000	209,144	195,165	13,979	7%
Sale of capital assets	-	225	3,797	(3,572)	-94%
<b>TOTAL REVENUE AND OTHER FINANCING SOURCES</b>	<b><u>\$ 6,094,304</u></b>	<b><u>\$ 5,979,694</u></b>	<b><u>\$ 5,832,993</u></b>	<b><u>\$ 146,701</u></b>	<b>3%</b>

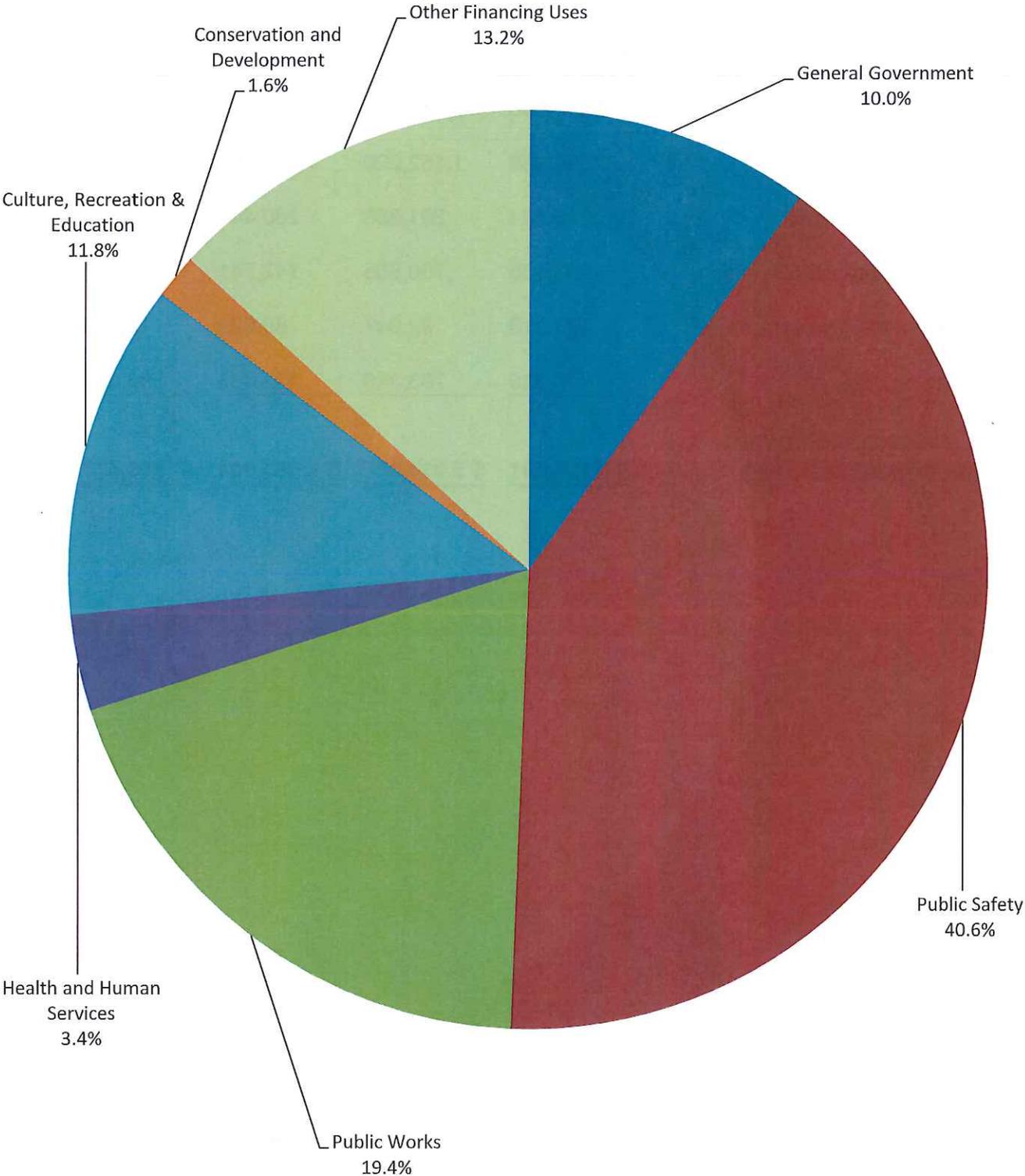
**CITY OF BERLIN, WISCONSIN  
2016 GENERAL FUND REVENUE**



**CITY OF BERLIN, WISCONSIN**  
**GENERAL FUND EXPENDITURES**  
**YEAR ENDED DECEMBER 31, 2016**

	2016		2015	CHANGE FROM PRIOR YEAR	
	BUDGET	ACTUAL	ACTUAL		
<b>EXPENDITURES</b>					
General Government	\$ 627,536	\$ 592,438	\$ 619,233	\$ (26,795)	-4%
Public Safety	2,539,908	2,411,009	2,377,453	33,556	1%
Public Works	1,205,159	1,152,220	1,183,101	(30,881)	-3%
Health and Human Services	216,324	201,888	200,444	1,444	1%
Culture, Recreation and Education	800,135	700,865	742,741	(41,876)	-6%
Conservation and Development	103,219	92,947	80,629	12,318	15%
Other financing uses	703,310	783,310	492,403	290,907	59%
<b>TOTAL EXPENDITURES AND OTHER FINANCING USES</b>	<b>\$ 6,195,591</b>	<b>\$ 5,934,677</b>	<b>\$ 5,696,004</b>	<b>\$ 238,673</b>	<b>4%</b>

**CITY OF BERLIN, WISCONSIN  
2016 GENERAL FUND EXPENDITURES**

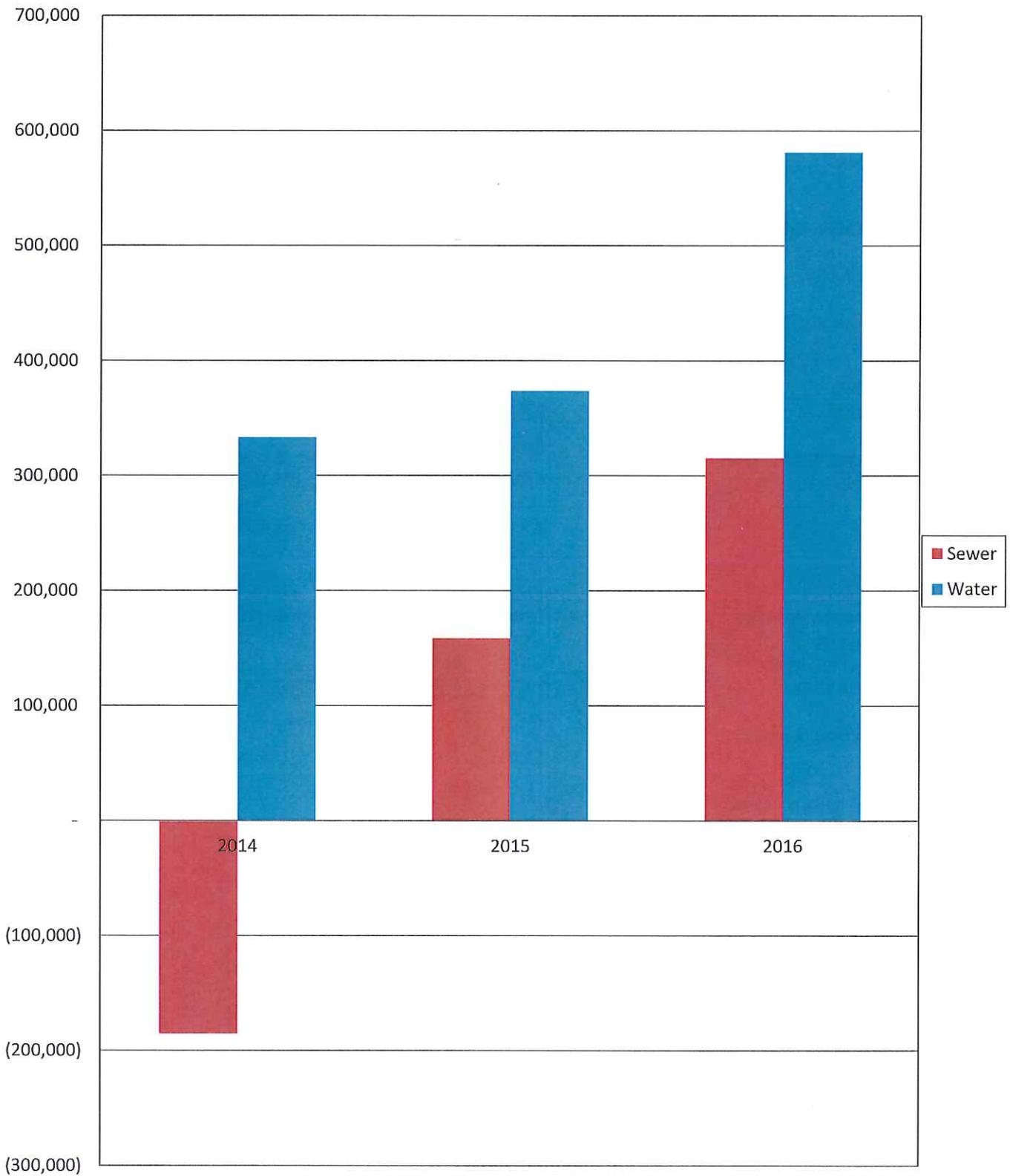


**CITY OF BERLIN, WISCONSIN**  
**STATEMENT OF REVENUE, EXPENSES AND CHANGES IN NET POSITION**  
**WATER AND SEWER UTILITY**

YEAR ENDED DECEMBER 31,

	SEWER				WATER			
	2016	2015	CHANGE FROM PRIOR YEAR		2016	2015	CHANGE FROM PRIOR YEAR	
<b>OPERATING REVENUE</b>								
Charges for services	\$ 1,312,087	\$ 1,218,008	\$ 94,079	8%	\$ 1,268,417	\$ 1,145,636	\$ 122,781	11%
<b>OPERATING EXPENSES</b>								
Operations and maintenance	420,657	447,472	(26,815)	-6%	269,307	298,298	(28,991)	-10%
General and administrative	160,691	199,299	(38,608)	-19%	128,257	187,046	(58,789)	-31%
Depreciation	399,172	395,186	3,986	1%	277,610	273,812	3,798	1%
Taxes	16,361	17,545	(1,184)	-7%	12,203	12,799	(596)	-5%
<b>TOTAL OPERATING EXPENSES</b>	<u>996,881</u>	<u>1,059,502</u>	<u>(62,621)</u>	<u>-6%</u>	<u>687,377</u>	<u>771,955</u>	<u>(84,578)</u>	<u>-11%</u>
<b>OPERATING INCOME (LOSS)</b>	<u>315,206</u>	<u>158,506</u>	<u>156,700</u>	<u>99%</u>	<u>581,040</u>	<u>373,681</u>	<u>207,359</u>	<u>55%</u>
<b>NONOPERATING REVENUE (EXPENSES)</b>								
Interest income	28,177	23,246	4,931	21%	34,127	29,573	4,554	15%
Interest expense	(10,845)	(14,924)	(4,079)	-27%	(29,857)	(34,278)	(4,421)	-13%
<b>TOTAL NONOPERATING REVENUE (EXPENSES)</b>	<u>17,332</u>	<u>8,322</u>	<u>9,010</u>	<u>108%</u>	<u>4,270</u>	<u>(4,705)</u>	<u>8,975</u>	<u>191%</u>
<b>INCOME (LOSS) BEFORE TRANSFERS AND CONTRIBUTIONS</b>	<u>332,538</u>	<u>166,828</u>	<u>165,710</u>	<u>99%</u>	<u>585,310</u>	<u>368,976</u>	<u>216,334</u>	<u>59%</u>
Operating transfers out	(2,868)	(2,920)	(52)	-2%	(186,276)	(192,245)	(5,969)	-3%
Capital contributions	<u>37,863</u>	<u>-</u>	<u>37,863</u>	<u>N/A</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>N/A</u>
<b>CHANGE IN NET POSITION</b>	<u>367,533</u>	<u>163,908</u>	<u>203,625</u>	<u>124%</u>	<u>399,034</u>	<u>176,731</u>	<u>222,303</u>	<u>126%</u>
<b>NET POSITION AT BEGINNING OF YEAR</b>	<u>6,640,053</u>	<u>6,411,751</u>	<u>228,302</u>	<u>4%</u>	<u>9,758,600</u>	<u>9,528,427</u>	<u>230,173</u>	<u>2%</u>
<b>PRIOR PERIOD ADJUSTMENT</b>	<u>-</u>	<u>(183)</u>	<u>183</u>	<u>N/A</u>	<u>-</u>	<u>183</u>	<u>(183)</u>	<u>N/A</u>
<b>CHANGE IN ACCOUNTING PRINCIPLE</b>	<u>-</u>	<u>64,577</u>	<u>(64,577)</u>	<u>N/A</u>	<u>-</u>	<u>53,259</u>	<u>(53,259)</u>	<u>N/A</u>
<b>NET POSITION AT END OF YEAR</b>	<u>\$ 7,007,586</u>	<u>\$ 6,640,053</u>	<u>\$ 367,533</u>	<u>6%</u>	<u>\$ 10,157,634</u>	<u>\$ 9,758,600</u>	<u>\$ 399,034</u>	<u>4%</u>
<b>Operating rate of return on average capital assets and inventory</b>	7.68%	3.71%			7.69%	4.86%		
<b>Public Service Commission return on rate base</b>	N/A	N/A			7.58%	3.81%		

**CITY OF BERLIN, WISCONSIN  
2014-2016 WATER AND SEWER UTILITY  
OPERATING INCOME**

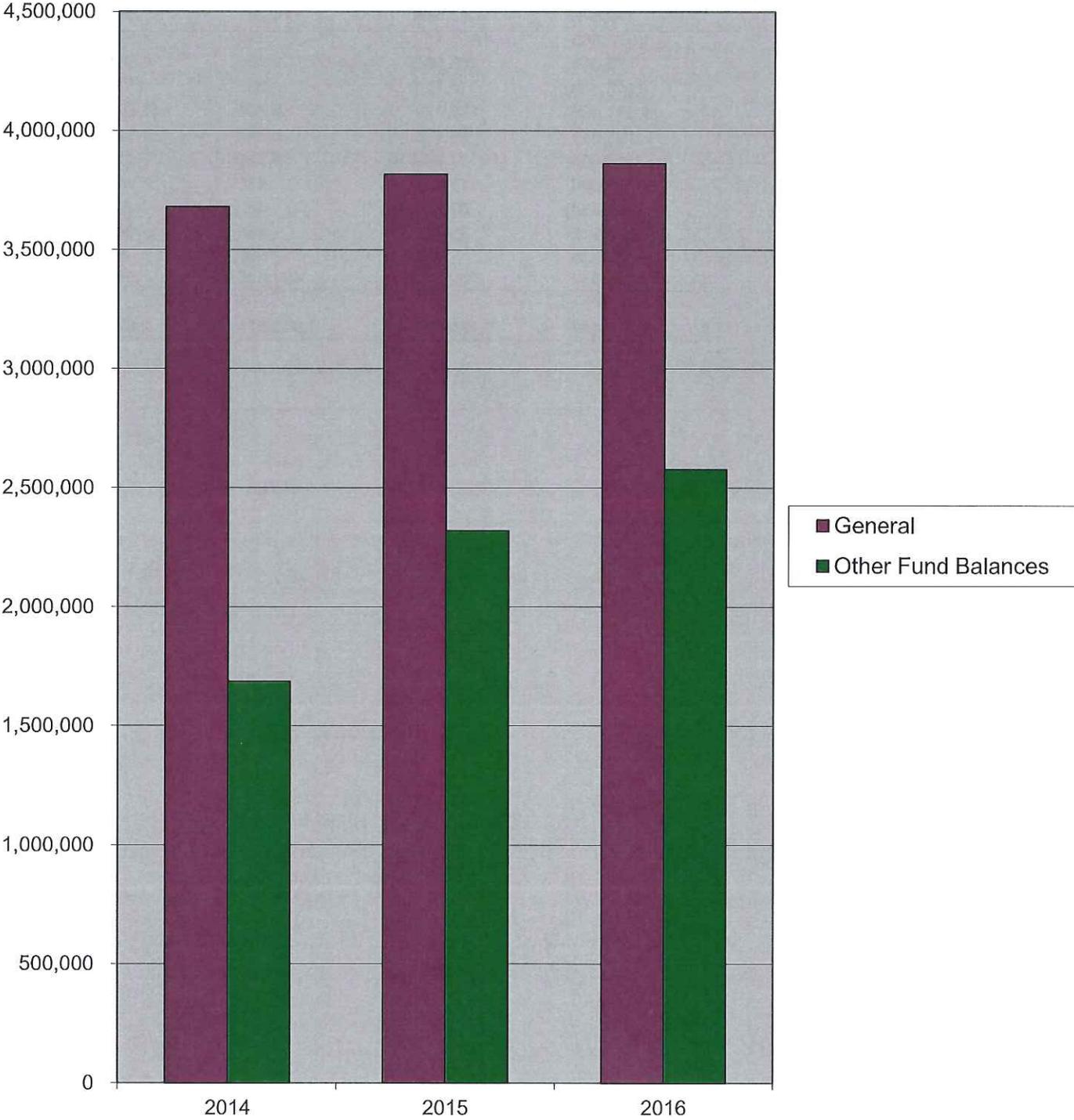


**CITY OF BERLIN, WISCONSIN**

STATEMENT OF REVENUE, EXPENSES AND CHANGES IN FUND BALANCE - OTHER FUNDS

	BALANCE JANUARY 1, 2016	REVENUE	EXPENDITURES	BALANCE DECEMBER 31, 2016
CDBG Housing Grant	\$ 67,082	\$ 13,592	\$ 5,280	\$ 75,394
Revolving Loan	291,693	126,258	738	417,213
Debt Service	122,038	553,956	554,834	121,160
Senior Special Account	29,146	55,616	42,851	41,911
Cemetery Expendable Trust	497,696	9,941	3,017	504,620
Library Expendable Trust	739,578	97,166	18,261	818,483
Capital Projects	1,079,865	255,110	757,133	577,842
TID #7 - Southeast Industrial Park	775,850	165,980	9,504	932,326
TID #9 - North River Block	(143,838)	12,121	2,037	(133,754)
TID #10 - North Industrial Park	(1,651,936)	182,191	18,403	(1,488,148)
TID #11 - Badger Mining	131,041	66,193	8,604	188,630
TID #01E - RAJ	(13,904)	11,649	15,729	(17,984)
TID #02E - David White Property	37,064	17,247	450	53,861
TID #14 - East Side Apartment Complex	(162,418)	67,610	450	(95,258)
TID #15 - Downtown	78,315	23,409	450	101,274
Library Endowment Principal	57,630	490	490	57,630
Internal Service	383,537	522,140	484,445	421,232
<b>TOTAL</b>	<b>\$ 2,318,439</b>	<b>\$ 2,180,669</b>	<b>\$ 1,922,676</b>	<b>\$ 2,576,432</b>

**CITY OF BERLIN, WISCONSIN  
2014-2016 FUND EQUITY**



**CITY OF BERLIN, WISCONSIN**  
**OTHER FINANCIAL INFORMATION**  
**DECEMBER 31, 2016**

**Independent Auditors' Report** - An unmodified "clean" auditors' opinion was issued on the City's financial statements. Our opinion states that we found your statements present fairly, in all material respects, the financial activity of the City.

**Cash and Investments** - The City's cash and investments increased \$1,094,339 during 2016.

**Fixed Assets** - The City spent \$746,826 on general fixed assets and \$395,472 on sewer and water fixed assets during 2016.

**Long-Term Debt** - At year end, \$4,563,511 was outstanding of general obligation debt which is below the City's state statute debt limit of \$13,181,375. There was also \$1,210,981 of sewer and water debt and \$1,293,790 of employee benefits outstanding as of December 31, 2016.

**Auditors' Reports on Compliance and Internal Control Over Financial Reporting** - These reports conclude that the City's internal controls appear adequate for a City of your size.

**Communications With Those Charged With Governance** - This report discusses the scope and limitations of a financial audit and communicates any problems we had during the audit process. No significant problems were identified.

DATE: June 2, 2017

TO: Committee of the Whole

FROM: Jodie Olson

**RE: Fire Department Request to Sell Beer at Car Show Event**

BACKGROUND: I was contacted by Doug Dewhurst from the Fire Department who inquired about the Fire Department selling beer at the Car Show again this year. As per the attached policy passed by Council, a department of the City can be approved to sell fermented beverages at community events for fundraising purposes with the approval of the Common Council. The request involves selling beer and/or soda from a Gator which will run around Riverside Park. There is no issue with the Gator being in the park, but the person on the Gator selling beer needs to be a licensed bartender because one is required at every point of sale. Doug will be present to make this request and answer any question you may have as well as explain what community cause the proceeds will go to.

RECOMMENDATION: Listen to presentation and action as appropriate.



## **POLICY ALLOWING EMPLOYEES & VOLUNTEERS TO SELL FERMENTED BEVERAGES AT COMMUNITY EVENTS**

**Adopted: November 12, 2013**

The purpose of this policy is to allow employees and volunteers of the City of Berlin to sell fermented beverages at community events for fundraising purposes upon approval by the Common Council.

According to §125.06(6) the officers or employees of a county or municipality “under an ordinance, resolution, rule or regulation” enacted by the governing body may sell beer at any public park operated by the county or municipality without a license or permit. A municipality selling beer under this provision is exempt from civil liability under the broad definition of “person” in §125.035(1). This liability exemption does not apply if the alcohol beverages are served to a person the server knows or should have known was a minor, or if consumption is caused by force or the representation that the beverage contained no alcohol. Also, the exemption is limited to damages and does not protect the server from criminal liability or liability for civil forfeitures for violations of the law. §125.035(4)(b) and (5).

City of Berlin Common Council will grant permission to officers or employees to serve fermented malt beverages in city parks for the purpose of fundraising to benefit the community. The following are conditions upon which approval will be granted:

1. The applicant must seek permission from the Common Council at least 30 days prior to the event.
2. All required rules and regulations are adhered to.
3. A licensed bartender must be on site at all times during the event.
4. The proceeds from the event go towards an approved community cause.
5. The sales must be held in a City Park that is designated to allow alcohol consumption.
6. All event proceeds must be deposited in the City Treasury.
7. Each department fundraising under this policy must have a plan in place to ensure adequate departmental coverage is maintained in the event of an emergency situation. For example, the fire department must have a back-up plan in place for coverage in the event of a fire to ensure fire department personnel can effectively respond to emergency calls.

DATE: 5/30/17

TO: COTW

FROM: Scott Zabel

**RE: ADVOCAP parking request**

**BACKGROUND:** Please find the three options with associated costs for the handicapped parking requested by ADVOCAP.

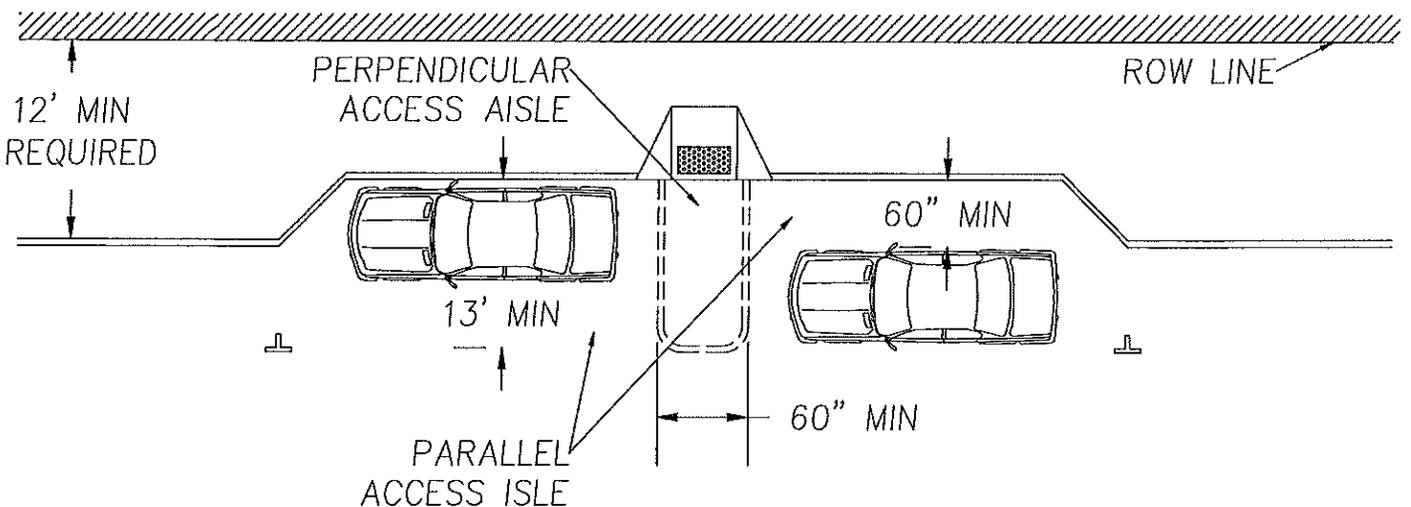
**RECOMMENDATION:** Review information, discuss and action as appropriate.

## Configuration A - Dual Parallel Access Isles, Perpendicular Access Isle

Street: Modification of the curb and gutter configuration.  
 Placement of aggregate base course and asphalt pavement.  
 Modification of sidewalk and installation of a curb ramp perpendicular to the curb.  
 Installation of pavement markings to designate access perpendicular isle.

### Estimated Quantities

Quantity	Unit	Item	Unit Cost	Item Cost
1	LS	Unclassified Excavation	\$4,000.00	\$4,000.00
80	LF	Curb and Gutter, 30-Inch	\$22.00	\$1,760.00
300	SF	Sidewalk and Curb Ramp, 4-Inch	\$15.00	\$4,500.00
1	EA	Detectable Warning Field	\$350.00	\$350.00
50	SY	Aggregate Subbase, 8-Inch	\$6.50	\$325.00
50	SY	Aggregate Base, 6-Inch	\$5.50	\$275.00
6	TN	Asphalt Pavement, 5-Inch	\$125.00	\$750.00
100	LF	Epoxy Pavement Markings, 4-Inch	\$1.50	\$150.00
Engineering & Contingencies				\$1,275.00
<b>Total Configuration A Estimated Cost</b>				<b>\$13,385.00</b>



#### Notes:

Minimum distance of 12 feet from Right-of-Way to Back of Curb required for this configuration.  
 Cost estimate generated with the assumption a minimum distance of 12 feet is available at the proposed location.

DRAWN BY:	JKB
DESIGNED BY:	JKB
DATE:	5/23/2017
SCALE:	NTS
SHEET:	

1 of 3



ADVOCAP  
 237 BROADWAY STREET  
 BERLIN, WI 54923

HANDICAP PARKING CONFIGURATIONS

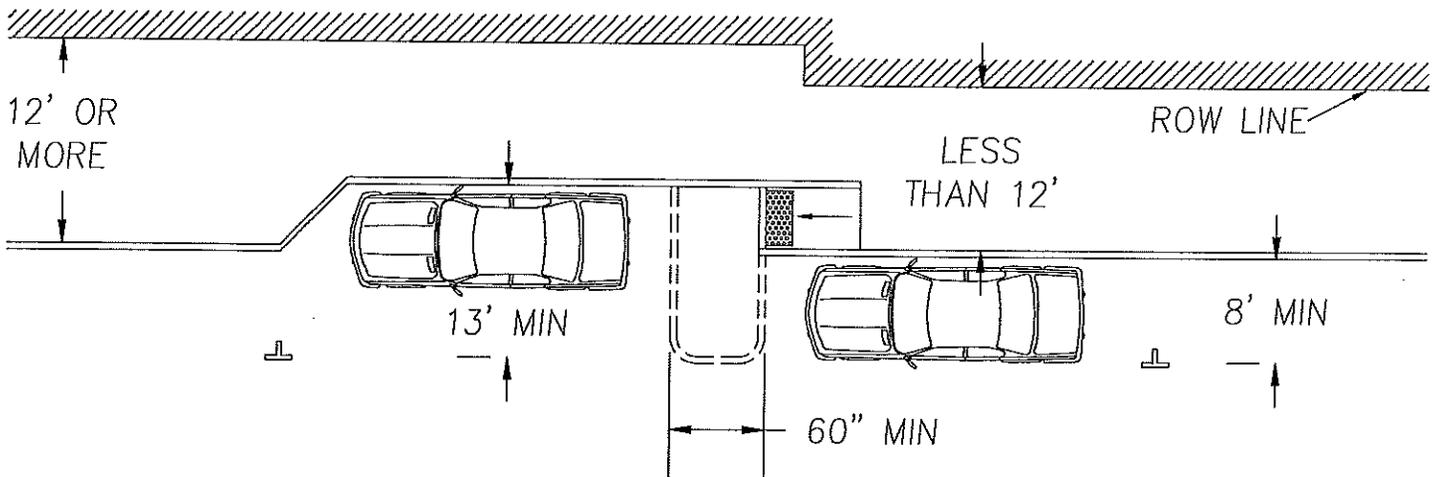


## Configuration B - Single Parallel Access Isle, Perpendicular Isle

- Street: Modification of the curb and gutter configuration.  
 Placement of aggregate base course and asphalt pavement.  
 Modification of sidewalk and installation of a curb ramp parallel to the curb.  
 Installation of pavement markings to designate access perpendicular isle.

### Estimated Quantities

Quantity	Unit	Item	Unit Cost	Item Cost
1	LS	Unclassified Excavation	\$2,500.00	\$2,500.00
60	LF	Curb and Gutter, 30-Inch	\$22.00	\$1,320.00
250	SF	Sidewalk and Curb Ramp, 4-Inch	\$15.00	\$3,750.00
1	EA	Detectable Warning Field	\$350.00	\$350.00
40	SY	Aggregate Subbase, 8-Inch	\$6.50	\$260.00
40	SY	Aggregate Base, 6-Inch	\$5.50	\$220.00
4	TN	Asphalt Pavement, 5-Inch	\$125.00	\$500.00
85	LF	Epoxy Pavement Markings, 4-Inch	\$1.50	\$127.50
Engineering & Contingencies				\$905.00
<b>Total Configuration B Estimated Cost</b>				<b>\$9,932.50</b>



#### Notes:

- Minimum distance of 12 feet from Right-of-Way to Back of Curb required for this configuration.  
 Cost estimate generated with the assumption a minimum distance of 12 feet is available at the proposed location.

DRAWN BY: JKB  
 DESIGNED BY: JKB  
 DATE: 5/23/2017  
 SCALE: NTS  
 SHEET:

2 of 3



ADVOCAP  
 237 BROADWAY STREET  
 BERLIN, WI 54923

HANDICAP PARKING CONFIGURATIONS

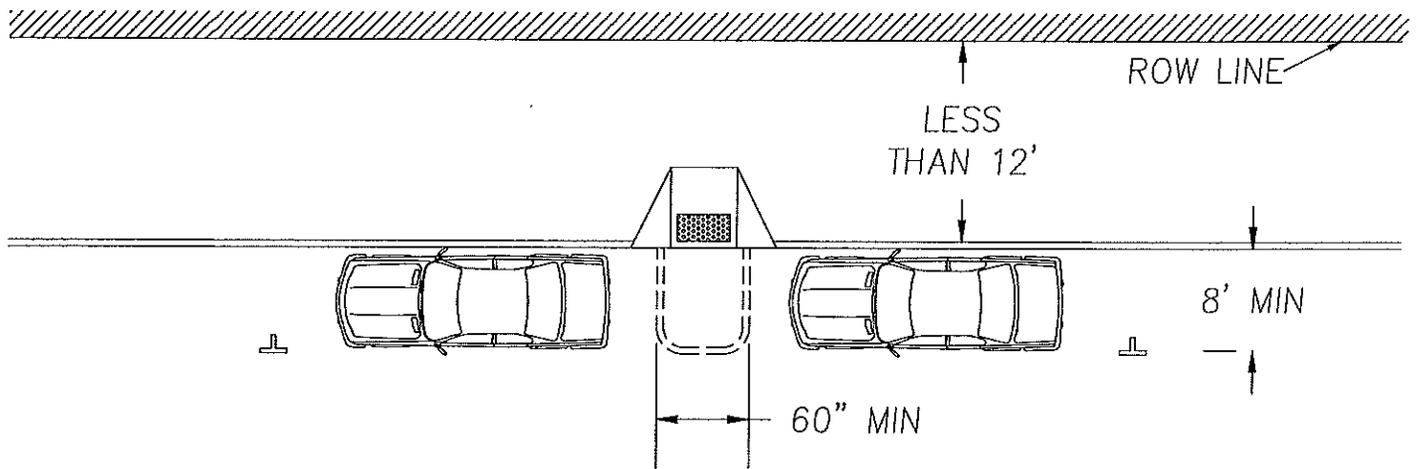


## Configuration C - Perpendicular Access Isle Only

Street: Modification of the curb and gutter configuration.  
 Modification of sidewalk and installation of a curb ramp parallel to the curb.  
 Installation of pavement markings to designate access perpendicular isle.

### Estimated Quantities

Quantity	Unit	Item	Unit Cost	Item Cost
1	LS	Unclassified Excavation	\$500.00	\$500.00
20	LF	Curb and Gutter, 30-Inch	\$22.00	\$440.00
50	SF	Sidewalk and Curb Ramp, 4-Inch	\$15.00	\$750.00
1	EA	Detectable Warning Field	\$350.00	\$350.00
75	LF	Epoxy Pavement Markings, 4-Inch	\$1.50	\$112.50
Engineering & Contingencies				\$260.00
<b>Total Configuration C Estimated Cost</b>				<b>\$2,412.50</b>



Note:  
 Minimum distance of 12 feet from Right-of-Way to Back of Curb  
 NOT required for this configuration.

DRAWN BY: JKB  
 DESIGNED BY: JKB  
 DATE: 5/23/2017  
 SCALE: NTS  
 SHEET:

3 of 3



ADVOCAP  
 237 BROADWAY STREET  
 BERLIN, WI 54923

HANDICAP PARKING CONFIGURATIONS



DATE: June 1, 2017

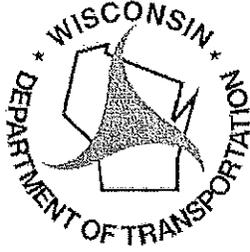
TO: Mayor and Common Council

FROM: Jodie Olson

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

**Background:** Attached are the 2017 Federal and State Taxi grant funding. The state grant amount noted in the agreement is \$56,021 and the federal funding is \$85,315 which is actually \$8,336 more than what we had budgeted. We need the agreement signed in order to receive the grant reimbursement from the State.

**Recommendation:** Accept the Committee of the Whole recommendation to approve and authorize the Mayor to sign the 2017 Urban Mass Transit Operating Assistance Contracts between the State of Wisconsin, Department of Transportation for Section 5311 and the City of Berlin for Calendar Year 2017.



## 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 2017 Public Transit Assistance Program application for funding assistance, which is made part of this Grant Agreement by reference.

**Period of Performance:**

January 1, 2017, through December 31, 2017

**Award Maximum:**

As specified on Attachment A to this agreement, the Department agrees to pay Recipient an amount not to exceed **\$56,021.**

**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: \_\_\_\_\_

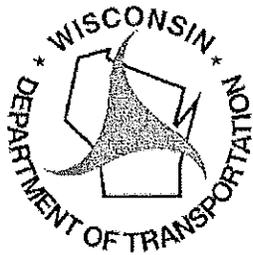
Signature: \_\_\_\_\_

Name: Aileen Switzer

Title: Division Administrator

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**

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.

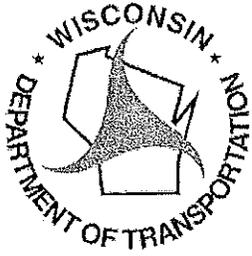
**Section IV: TERMINATION OF AGREEMENT**

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.

**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

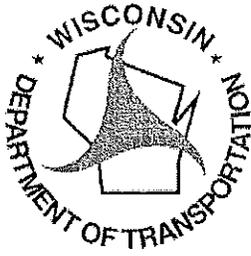
### Main Provisions

#### **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 2017 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

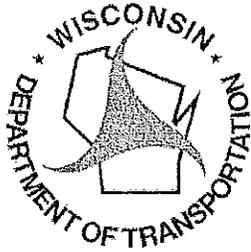


shall maintain all documents and evidence pertaining to revenues, expenses, and cost allocations related to this Grant Agreement. The Recipient shall be responsible for insuring the compliance of all Recipients, contractors, subcontractors, and affiliates with this provision.

- C. The accounts and records as required above shall be retained for a period of five 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, not to exceed 60% of the total operating costs.



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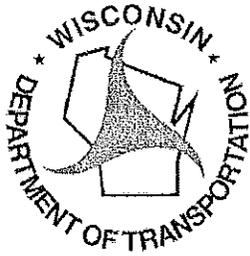
**Section V: ADDITIONAL DOCUMENTS**

**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

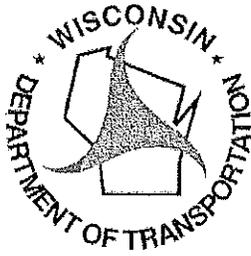
### Section I: PROJECT REQUIREMENTS

- 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 2017 application for operating assistance and that the full application is

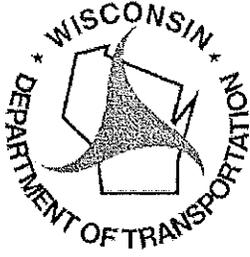


made part of this Grant Agreement by reference. Modifications to the 2017 Transit Management Plan may be proposed by either the Recipient or the Department.

- J. A request by the Recipient to modify the 2017 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 2017 Transit Management Plan, and if the Administrator of the Division of Transportation Investment Management 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 2017 Transit Management Plan until an appropriate amendment to this Grant Agreement has been executed by both the Recipient and the Administrator.
- L. If the Department determines that a proposed modification to the 2017 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 2017 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:

<b>Total Budgeted Expenses</b>	<b>\$252,824</b>
<b>Total Anticipated Revenues</b>	<b>- \$77,715</b>
<b>Total Anticipated Net Deficit</b>	<b>= \$175,109</b>
<b>*5311 Grant Allotment</b>	<b>\$85,315</b>
<b>*85.20 State Assistance</b>	<b>\$56,021</b>
<b>**Estimated Local Match</b>	<b>\$33,773</b>

\*Federal and State grant amounts estimated due to delays in federal funding. WisDOT will notify all systems of final amounts.

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

### B. Schedule of Payments:

<b>Period</b>	<b>Scheduled Amount</b>	<b>Estimated Payment Date</b>
<b>1<sup>st</sup> Payment (Quarter 1)</b>	<b>\$ 14,005</b>	<b>June 1, 2017</b>
<b>*2<sup>nd</sup> Payment (Quarters 2-4)</b>	<b>\$ 36,414</b>	<b>August 30, 2017</b>
<b>**10% Holdback</b>	<b>\$ 5,602</b>	<b>Completion of WisDOT Audit</b>
<b>Total</b>	<b>\$ 56,021</b>	

\*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.