

AGENDA
COMMON COUNCIL MEETING
TUESDAY, DECEMBER 11, 2018 7:00 PM
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE

1. Call to order/Roll Call
2. General Public Comments. Registration card required (located at podium in Council Chamber).

CONSENT AGENDA: The Consent Agenda contains items which staff considers to be routine and have already been discussed and recommended by a committee, board or commission at a previous meeting. Staff recommends that Council act on all of these items on a single roll call vote. If any member of Council wishes to have any item removed from the Consent Agenda and discussed, the Council member may request that item be removed from the Consent Agenda prior to the adoption.

3. Waive the reading of ordinances and resolutions. RECOMMENDATION: Waive the reading of all ordinances and resolutions adopted at this meeting.
4. Written reports from the City Clerk, Treasurer, and Building Inspector.
RECOMMENDATION: Receive and place on file the written reports from the City Clerk, Treasurer, and Building Inspector.
5. Minutes from the November 13 & 20, 2018, Common Council Meetings.
RECOMMENDATION: Approve the minutes.
6. 2019 Assessor Contract. RECOMMENDATION: Accept the Committee of the Whole recommendation to accept the renewal for 2019 assessment services with Action Appraisers for Jan-Dec 2019.
7. Building Inspection Fee Update. RECOMMENDATION: Accept the Committee of the Whole recommendation on approving the updated Building Inspection Fee Schedule.
8. Ordinance Amending Polling Hours. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve ordinance #09-18 Amending Election Polling Hours for the City of Berlin.
9. Municipal Court Ordinance. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve ordinance #10-18 Establishing a Municipal Court for Cities of Fond du Lac and Ripon, Towns of Empire, Osceola, Ripon and Taycheedah, the Villages of Brandon, Campbellsport, Fairwater, North Fond du lac, Oakfield and Rosendale in Fond du lac County and the City of Berlin in Green Lake and Waushara Counties, the Cities of Green Lake, Markesan and Princeton in Green Lake County effective January 1, 2019.

10. Municipal Court Intergovernmental Agreement. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve the Intergovernmental Agreement for North Fond du Lac to Provide Municipal Court Services to the Cities of Fond du Lac and Ripon, Villages of Brandon, Campbellsport, Fairwater and Oakfield and Rosendale, 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 to Commence on January 1, 2019.
11. Bills List. RECOMMENDATION: Approve the list of bills for payment.

END OF CONSENT AGENDA

12. 2019 Shared-Ride Taxi Operating Contract & Vehicle Lease Agreement
RECOMMENDATION: Approve the 2019 Shared Ride Taxi Operating Contract Between the City of Berlin and Running Inc. & the Public Transit Lease Agreement Between the City of Berlin and Running Inc. and authorize the appropriate signatures.
13. Berlin Tourism Assessment. RECOMMENDATION: Listen to presentation. No action required.
14. 2019 Standardized Special Assessment Rates. RECOMMENDATION: Approve and adopt the 2019 Standardized Special Assessment Rate schedule as recommended by the City Engineers.
15. Ordinance Allowing Consumption of Alcohol at Sidewalk Cafes.
RECOMMENDATION: 1) Waive prior submission to the Committee of the Whole and 2) Review the draft ordinance regarding alcohol at sidewalk cafes and if appropriate, approve Ordinance #11-18 Allowing Consumption of Alcohol at Sidewalk Cafes.
16. Berlin Senior Center Meal Program Agreement with Green Lake County.
RECOMMENDATION: Approve the CY2019 Agreement Between Green Lake County Department of Health & Human Services and the City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures.
17. Annual Senior Transportation Grant Contracts: Memorandum of Agreement and Purchase of Service Contract for Senior and Handicapped Transportation.
RECOMMENDATION: Approve the Memorandum of Agreement Between the Green Lake County Commission on Aging and City of Berlin for January 1, 2019 through December 31, 2019 and the Purchase of Service Contract-CY2019 with Green Lake County Department of Health & Human Services.
18. Update on TID#02E Environmental Remediation Cleanup. RECOMMENDATION: Review environmental remediation update. No action required.
19. Resolution Authorizing 2019 Non-Union Wage Adjustments. RECOMMENDATION: Approve Resolution #18-15 Establishing Wage Adjustments for Non-Union Employees

& Election Inspectors for 2019.

20. Upcoming Aldermanic Vacancy in 5th Ward. RECOMMENDATION: Accept the resignation of 5th Ward Alderperson Terry Przybyl as of December 31, 2018 and review Policy on Filling Common Council vacancies with action as appropriate.
21. January 2019 Meeting Dates RECOMMENDATION: Move the January 2019 Committee of the Whole and Common Council meeting dates from Jan 1 & 8 to Jan 8 & 15.
22. Bartender License Applications: License Applications for Melissa L. Siegel, Jennifer Sue Riel, Nicole S. Schiefelbein, BriAnna Joy Barrey, Bonnie Jean Walker, Robert E. Harding Jr., and Rebecca Jean Turner (approved by the PD) RECOMMENDATION: Grant or deny the licenses.
23. Old Business (To be used to request items of old business be put on a future agenda for further discussion or action; or used to make a motion for reconsideration of an item from the current meeting or immediately previous meeting; or to make a motion to take items off the table which were laid on the table only during the current meeting.)
24. New Business (To be used to request items of new business be put on a future agenda)
25. Public Appearances.
26. Motion to convene into closed session pursuant to 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. *(1) Discussion on Appointment of Interim Senior Programming and Recreation Coordinator, (2) Thedacare EMS Support Agreement)* and pursuant to Sec 19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. *(Waushara County Administrative Fee Charges)*
27. Reconvene into open session and take appropriate action as a result of closed session discussion.
28. 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.

CITY OF BERLIN -- OFFICE OF THE TREASURER									
HONORABLE MAYOR AND COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN:									
I herewith present my report as City Treasurer for the month ending			11/30/2018						
ADJ/			VOIDS						
FUNDS	BEG BALANCE	RECEIPTS	DISBURSEMENTS	BALANCE	INVESTMENTS	INVESTMENTS	TOTAL W/		
GENERAL CITY	\$ 329,914.17	\$ 1,712,384.98	\$ 544,934.92	\$ 1,497,364.23	\$ 2,600,000.00	\$ 4,097,364.23			
TAX COLLECTION ACCOUNT	\$ 459.01	\$ -	\$ -	\$ 459.01	\$ -	\$ 459.01			
WATER INVESTMENTS	\$ 402,632.14	\$ 208,056.51	\$ 306,223.21	\$ 304,365.44	\$ 4,178,266.84	\$ 4,482,632.28			
SEWER INVESTMENTS					\$ 2,079,932.09	\$ 2,079,932.09			
SEWER BOND & INT	\$ 54,769.84	\$ 47.00	\$ -	\$ 54,816.84	\$ -	\$ 54,816.84			
BOND & INT RESERVE	\$ -			\$ -	\$ 258,488.92	\$ 258,488.92			
EQUIP REPLACEMENT FUND	\$ 78,824.72	\$ 226.99	\$ -	\$ 79,051.71	\$ 1,255,000.00	\$ 1,334,051.71			
CAPITAL PROJECT BORROWING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
EMS ACCOUNT	\$ 88,627.53	\$ 23,497.15	\$ 75,035.00	\$ 37,089.68		\$ 37,089.68			
TOTAL OF ALL FUNDS	\$ 955,127.41	\$ 1,944,212.63	\$ 926,193.13	\$ 1,973,146.91	\$ 10,371,687.85	\$ 12,344,834.76			
FUNDS	BANK STATEMENT BALANCE	ADJUSTMENT	OUTSTANDING CHECKS	AVAILABLE BANK BALANCE					
GENERAL CITY	\$ 1,625,047.74		\$ 127,683.51	\$ 1,497,364.23					
TAX COLLECTION ACCOUNT	\$ 750.40		\$ 291.39	\$ 459.01					
WATER & SEWER	\$ 623,055.93		\$ 318,690.49	\$ 304,365.44					
SEWER BOND & INT	\$ 54,816.84		\$ -	\$ 54,816.84					
EQUIP REPLACMT FUND	\$ 79,051.71		\$ -	\$ 79,051.71					
CAPITAL PROJECT BORROWING	\$ -		\$ -	\$ -					
EMS ACCOUNT	\$ 37,089.68		\$ -	\$ 37,089.68					
TOTAL OF ALL FUNDS	\$ 2,419,812.30	\$ -	\$ 446,665.39	\$ 1,973,146.91					
				RESPECTFULLY SUBMITTED,					
				<i>Debra M. Thon</i>					

TYPE OF PERMIT	MONTH			YEAR TO DATE			LAST YEAR TO DATE		
	No.	Estimated Value	Permit Cost	No.	Estimated Value	Permit Cost	No.	Estimated Value	Permit Cost
Single Family Residence				2	\$515,000.00	\$2,298.60	2	\$250,000.00	\$1,587.60
Multi-Family Residence				1	\$360,590.00	\$1,776.00			
Residential Garage				1	\$27,000.00	\$228.00	4	\$81,000.00	\$680.20
Residential Garage Alteration				0	\$0.00	\$0.00	2	\$3,050.00	\$100.00
Residential Alteration	3	\$30,000.00	\$150.00	54	\$891,886.00	\$4,654.80	51	\$789,339.00	\$4,314.62
Commercial				0	\$0.00	\$0.00			
Commercial Alteration				0	\$0.00	\$0.00	2	\$781,000.00	\$3,170.00
Industrial				0	\$0.00	\$0.00	2	\$660,000.00	\$3,213.62
Industrial Alteration				0	\$0.00	\$0.00	2	\$552,000.00	\$2,253.00
Signs				3	\$12,000.00	\$284.00	10	\$19,815.00	\$6,481.16
Miscellaneous				29	\$38,225.00	\$1,608.48	24	\$127,634.00	\$1,504.20
Demolition				3	\$0.00	\$350.00	2		\$150.00
Hospital				0	\$0.00	\$0.00			
Church				0	\$0.00	\$0.00	1	\$50,000.00	\$50.00
School				0	\$0.00	\$0.00			
Driveways	1		\$50.00	8	\$0.00	\$400.00	13	\$26,850.00	\$540.00
Trailer Homes				0	\$0.00	\$0.00			
Total Building Permits	4	\$30,000.00	\$200.00	101	\$1,844,701.00	\$11,599.88	115	\$3,340,688.00	\$24,044.40
				0	\$0.00	\$0.00			
Commercial Plan Approval				0	\$0.00	\$0.00			
Plumbing Permits				22	\$82,318.00	\$908.34	27	\$163,676.00	\$1,270.00
Electrical Permits	5	\$14,596.00	\$320.00	32	\$194,396.00	\$2,086.00	36	\$142,864.00	\$2,548.20
Heating Permits	4	\$24,705.00	\$250.00	54	\$423,346.00	\$3,490.52	51	\$191,822.00	\$2,475.00
				0	\$0.00	\$0.00			
Total Permit Fees			\$770.00	0	\$0.00	\$15,485.74			\$30,337.60
Totals	13	\$69,301.00	\$770.00	209	\$2,635,161.00	\$18,781.74	229	\$3,839,050.00	\$30,337.60

*Check Summary Register©

NOVEMBER 30 2018

Name	Check Date	Check Amt	
11100 Cash in Bank m FNB			
Paid Chk# 062052 BMO HARRIS BANK	11/1/2018	\$260.00	
Paid Chk# 062053 CITIZENS FIRST CREDIT UNION	11/1/2018	\$200.00	2018 - PAYROLL 22 - EMPLOYEE H
Paid Chk# 062054 COMMUNITY FIRST CREDIT UNI	11/1/2018	\$165.00	2018 - PAYROLL 22 - EMPLOYEE H
Paid Chk# 062055 FARMERS & MERCHANTS BANK	11/1/2018	\$596.07	2018 - PAYROLL 22 - EMPLOYEE H
Paid Chk# 062056 FORTIFI BANK	11/1/2018	\$675.00	2018 - PAYROLL 22 - EMPLOYEE H
Paid Chk# 062057 FOX COMMUNITIES CREDIT UNI	11/1/2018	\$105.00	2018 - PAYROLL 22 - EMPLOYEE H
Paid Chk# 062058 HORICON BANK	11/1/2018	\$100.00	2018 - PAYROLL 22 - EMPLOYEE H
Paid Chk# 062059 NWB Bank	11/1/2018	\$95.00	2018 - PAYROLL 22 - EMPLOYEE H
Paid Chk# 062060 NORTH SHORE BANK, FSB	11/1/2018	\$75.00	2018 - PAYROLL 22 - EMPLOYEE D
Paid Chk# 062061 OPTUM CONSUMER SERVICES	11/1/2018	\$50.00	2018 - PAYROLL 22 - EMPLOYEE H
Paid Chk# 062062 WI SCTF	11/1/2018	\$1,104.00	PAYROLL 22 SUPPORT OBLIGATION
Paid Chk# 062063 FASTENAL	11/8/2018	\$34.86	PARTS FOR DPW
Paid Chk# 062064 FINISHLINE STUDIOS	11/8/2018	\$35.00	NOVEMBER WEB HOSTING
Paid Chk# 062065 FORMILLER, JOSEPH	11/8/2018	\$395.21	NOVEMBER RETIREE MEDICAL BILLI
Paid Chk# 062066 ITU ABSORBTECH, INC.	11/8/2018	\$90.97	2018 - OCTOBER UNIFORM BILLING
Paid Chk# 062067 KRIETE GROUP	11/8/2018	\$404.52	DRAG LINK FOR DPW
Paid Chk# 062068 KUNKEL ENGINEERING GROUP	11/8/2018	\$17,612.10	2018 5TH WARD PROJECTS JOB NO:
Paid Chk# 062069 LANDMARK SERVICES COOPER	11/8/2018	\$12,161.60	2018 - September Fuel Service
Paid Chk# 062070 NORTHEAST ASPHALT - GRNV	11/8/2018	\$173.85	COMMERCIAL GRADE 3 12.5MM BERL
Paid Chk# 062071 ODB COMPANY	11/8/2018	\$577.61	MEDIUM DUTY HOSE FOR BERLIN ST
Paid Chk# 062072 ONLINE LABELS, INC.	11/8/2018	\$50.90	LABELS FOR ELECTIONS
Paid Chk# 062073 OSHKOSH OFFICE SYSTEMS	11/8/2018	\$80.18	2018 - OCTOBER - COPIER 6011
Paid Chk# 062074 RIDGE STONE PRODUCTS, INC	11/8/2018	\$319.98	ROAD GRAVEL FOR BERLIN STREET
Paid Chk# 062075 SECURIAN FINANCIAL GROUP	11/8/2018	\$836.61	2018 - NOVEMBER - LIFE INSURAN
Paid Chk# 062076 SILVA, JACKIE	11/8/2018	\$982.20	2018 - NOV - RETIREE HEALTH IN
Paid Chk# 062077 SUPERIOR CHEMICAL CORP	11/8/2018	\$131.07	CLEANER/POLISH FOR CITY HALL
Paid Chk# 062078 THE CVIKOTA COMPANY INC	11/8/2018	\$2,673.73	2018 - OCTOBER EMS BILLING SER
Paid Chk# 062079 VIKING ELECTRIC SUPPLY	11/8/2018	\$9.22	9W single twin tube 2700K
Paid Chk# 062080 VIVIAL	11/8/2018	\$44.95	2018 - NOV - CENTURYLINK DIREC
Paid Chk# 062081 WISCONSIN DOT TV & RP UNIT	11/8/2018	\$300.00	ADDITION TO ACCT BALANCE FOR S
Paid Chk# 062082 BAYCOM INC	11/8/2018	\$55.00	INSPECT CHARGER
Paid Chk# 062083 BERLIN JOURNAL NEWSPAPER	11/8/2018	\$141.75	ADVERT IN BJN FOR PIG ROAST
Paid Chk# 062084 RED POWER DIESEL SERVICE	11/8/2018	\$7,833.17	PREVENTATIVE MAINTENANCE INSPE
Paid Chk# 062085 BERLIN AREA SCHOOL DISTRIC	11/8/2018	\$200.00	2018 SEASONAL RECREATION BASD
Paid Chk# 062086 BROOKS TRACTOR INC	11/8/2018	\$369.55	PARTS FOR DPW
Paid Chk# 062087 CHARTER COMMUNICATION	11/8/2018	\$186.35	OCTOBER BILLING - BERLIN SENIO
Paid Chk# 062088 COMMAND CENTRAL, LLC	11/8/2018	\$1,140.00	2019 HMA - OPTech INSIGHT (HPX
Paid Chk# 062089 COMPLETE OFFICE OF WI	11/8/2018	\$969.39	SUPPLIES FOR PARKS AND REC
Paid Chk# 062090 CORPORATE NTRWK SOLUTION	11/8/2018	\$35.00	PARKS BUILDING INTERNET ROUTER
Paid Chk# 062091 DREXEL BUILDING SUPPLY, INC	11/8/2018	\$76.24	PREMIXED QUICKRETE (3)
Paid Chk# 062092 EMC INSURANCE COMPANIES	11/8/2018	\$18,666.50	GENERAL LIABILITY INSURANCE
Paid Chk# 062093 CORPORATE NTRWK SOLUTION	11/8/2018	\$725.00	COMPUTER FOR BOOKING AREA BPD
Paid Chk# 062094 GALLS	11/8/2018	\$90.90	TROUSERS FOR OFFICER KRAUSE
Paid Chk# 062095 GARZA, MARIA TERESA	11/8/2018	\$61.25	1:47 TRANSLATING TIME
Paid Chk# 062096 MEYER, LUKE	11/8/2018	\$52.00	BADGER TRACS USER CONFERENCE M
Paid Chk# 062097 SONDALLE FORD LINCOLN MER	11/8/2018	\$412.42	2015 FORD EXPLORER MAINTENANCE
Paid Chk# 062098 THEDACARE LABORATORIES	11/8/2018	\$340.00	LEGAL BLOOD DRAW PATIENT 30273
Paid Chk# 062099 VICKI MURPHY, PETTY CASH	11/8/2018	\$33.21	HALLOWEEN CANDY FOR TRUNK OR T
Paid Chk# 062100 BMO HARRIS BANK	11/13/2018	\$478.75	2018 - NOVEMBER - EMPLOYER H.S
Paid Chk# 062101 CITIZENS FIRST CREDIT UNION	11/13/2018	\$352.88	2018 - PAYROLL 23 -EMPLOYEE H.
Paid Chk# 062102 COMMUNITY FIRST CREDIT UNI	11/13/2018	\$540.00	2018 -PAYROLL 23 - EMPLOYEE H.
Paid Chk# 062103 FARMERS & MERCHANTS BANK	11/13/2018	\$1,658.57	2018 - PAYROLL 23 - EMPLOYEE H
Paid Chk# 062104 FORTIFI BANK	11/13/2018	\$1,537.50	2018 - NOVEMBER - EMPLOYER H.S
Paid Chk# 062105 FOX COMMUNITIES CREDIT UNI	11/13/2018	\$167.50	2018 - NOVEMBER - EMPLOYER H.S
Paid Chk# 062106 HORICON BANK	11/13/2018	\$100.00	2018 - PAYROLL 23 - EMPLOYEE H
Paid Chk# 062107 NWB Bank	11/13/2018	\$220.00	2018 - PAYROLL 23 - EMPLOYEE H
Paid Chk# 062108 NORTH SHORE BANK, FSB	11/13/2018	\$75.00	2018 - NOVEMBER - EMPLOYEE DEF

General City Payable

*Check Summary Register©

NOVEMBER 30 2018

Name	Check Date	Check Amt	
Paid Chk# 062109	OPTUM CONSUMER SERVICES	11/13/2018	\$175.00 2018 - PAYROLL 23 - EMPLOYEE H
Paid Chk# 062110	WI COUNCIL 32 PER CAP TAX T	11/13/2018	\$454.50 2018 - NOVEMBER - UNION DUES
Paid Chk# 062111	WI SCTF	11/13/2018	\$1,104.00 PAYROLL 23 SUPPORT OBLIGATION
Paid Chk# 062112	ADVANCED DISPOSAL SERVICE	11/14/2018	\$24,154.49 2018 - NOVEMBER - TRASH/RECYCL
Paid Chk# 062113	AHC - STAFF DEVELOPMENT	11/14/2018	\$9.00 3 BLS E CARDS FOR COURSES TAUG
Paid Chk# 062114	AL SCHMUDE ELECTRIC LLC	11/14/2018	\$40.44 PARTS FOR DPW
Paid Chk# 062115	APPLETON FINANCE DEPARTM	11/14/2018	\$448.50 NOVEMBER WEIGHTS AND MEASURES
Paid Chk# 062116	BERLIN JOURNAL NEWSPAPER	11/14/2018	\$644.25 ORDINANCE #08-18 LAKESIDE MUNI
Paid Chk# 062117	BOUND TREE MEDICAL, LLC	11/14/2018	\$304.00 MEDICAL SUPPLIES FOR BERLIN EM
Paid Chk# 062118	CENTURYLINK	11/14/2018	\$67.88 2018 - OCTOBER - LONG DISTANCE
Paid Chk# 062119	CLASSIC CAB, LTD	11/14/2018	\$13,566.58 CAB FARE SENIOR CENTER TO 444
Paid Chk# 062120	CLIA LABORATORY PROGRAM	11/14/2018	\$150.00 BERLIN EMS CERTIFICATE FEE FOR
Paid Chk# 062121	CULLIGAN WATER	11/14/2018	\$37.50 CULLIGAN SERVICE AT BERLIN SEN
Paid Chk# 062122	DTN, LLC	11/14/2018	\$510.00 2018 - NOVEMBER - RADAR CONTRO
Paid Chk# 062123	EMERGENCY MEDICAL PRODUC	11/14/2018	\$1,351.51 MEDICAL SUPPLIES FOR BERLIN EM
Paid Chk# 062124	FIRE INSPECTION SERVICES IN	11/14/2018	\$1,487.50 2018 - OCTOBER - FIRE INSPECTI
Paid Chk# 062125	GERBER TABLES	11/14/2018	\$2,337.46 TABLES/BENCHES FOR BERLIN PARK
Paid Chk# 062126	GREEN LAKE COUNTY	11/14/2018	\$179.25 2018 - SEPTEMBER - SENIOR CENT
Paid Chk# 062127	INTERSTATE BATTERY	11/14/2018	\$51.95 BATTERY FOR PUBLIC WORKS
Paid Chk# 062128	JON LUNDT ELECTRIC, INC	11/14/2018	\$782.40 LIGHTS IN FORSYTH PARK
Paid Chk# 062129	KRIETE GROUP	11/14/2018	\$0.00 PARTIAL CREDIT USED FROM PRIOR
Paid Chk# 062130	VERHEYEN, LUCILLE	11/14/2018	\$485.91 REIMBURSE PLANTS PURCHASED BY
Paid Chk# 062131	BAKER & TAYLOR	11/21/2018	\$769.16 04 UNITS FOR BERLIN PUBLIC LIB
Paid Chk# 062132	BERLIN OIL PRODUCTS	11/21/2018	\$36.00 NEWSPAPERS FOR THE BERLIN PUBL
Paid Chk# 062133	BREWER HEATING INC	11/21/2018	\$11,746.00 AIR CONDITIONING INSTALLATION
Paid Chk# 062134	LISA M. OBRIST	11/21/2018	\$862.50 OCTOBER LIBRARY CLEANING
Paid Chk# 062135	OSHKOSH OFFICE SYSTEMS	11/21/2018	\$74.12 2018 - OCTOBER - COPIER AGREEM
Paid Chk# 062136	UNIQUE MANAGEMENT SERVIC	11/21/2018	\$62.65 2 PLACEMENTS BERLIN PUBLIC LIB
Paid Chk# 062137	WINNEFOX LIBRARY SERVICES	11/21/2018	\$87.12 2018 - SEPT - UNIQUE MANAGEMEN
Paid Chk# 062138	WINNEFOX COOPERATIVE TEC	11/21/2018	\$504.58 MATERIAL FOR MEMBERS OF BERLIN
Paid Chk# 062139	GOHLKE, COLE	11/21/2018	\$1.90 REIMBURSE LIFE INSURANCE
Paid Chk# 062140	JONES, TIMOTHY	11/21/2018	\$3.50 REIMBURSE LIFE INSURANCE
Paid Chk# 062141	LEIGH, NORA E.	11/21/2018	\$1.65 REIMBURSE LIFE INSURANCE
Paid Chk# 062142	MAYO, MATTHEW	11/21/2018	\$5.70 REIMBURSE LIFE INSURANCE
Paid Chk# 062143	THOMA, BRENNEN	11/21/2018	\$9.80 REIMBURSE LIFE INSURANCE
Paid Chk# 062144	AHC - STAFF DEVELOPMENT	11/21/2018	\$100.00 TRAINING CENTER ALIGNMENT AND
Paid Chk# 062145	BAYCOM INC	11/21/2018	\$72.00 MINITOR VI BATTERY (3)
Paid Chk# 062146	BERLIN WATER & SEWER UTILI	11/21/2018	\$22,206.46 2018 - OCTOBER - WATER & SEWER
Paid Chk# 062147	CenturyLink	11/21/2018	\$2,043.60 2018 - OCT - POLICE CALL FORWA
Paid Chk# 062148	CHRISTENSEN, DOUGLAS A	11/21/2018	\$763.63 2018 - DECEMBER - HEALTH INSUR
Paid Chk# 062149	CREATIVE PRODUCT SOURCE, I	11/21/2018	\$774.77 BOOKMARKS 9-1-1 APPROPRIATE CA
Paid Chk# 062150	EMERGENCY MEDICAL PRODUC	11/21/2018	\$659.35 MEDICAL SUPPLIES
Paid Chk# 062151	ESCREEN INC	11/21/2018	\$18.10 EMPLOYEE DOT SCREEN - ZABEL
Paid Chk# 062152	GREEN LAKE COUNTY CLERK	11/21/2018	\$45.75 DOG TAGS FINAL 2018
Paid Chk# 062153	JONES, TIMOTHY	11/21/2018	\$1,352.25 2018 - DECEMBER - REIMBURSE HE
Paid Chk# 062154	BMO HARRIS BANK	11/30/2018	\$260.00 2018 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 062155	CITIZENS FIRST CREDIT UNION	11/30/2018	\$227.88 2018 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 062156	COMMUNITY FIRST CREDIT UNI	11/30/2018	\$165.00 2018 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 062157	FARMERS & MERCHANTS BANK	11/30/2018	\$596.07 2018 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 062158	FORTIFI BANK	11/30/2018	\$725.00 2018 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 062159	FOX COMMUNITIES CREDIT UNI	11/30/2018	\$105.00 2018 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 062160	HORICON BANK	11/30/2018	\$100.00 2018 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 062161	NWB Bank	11/30/2018	\$95.00 2018 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 062162	NORTH SHORE BANK, FSB	11/30/2018	\$75.00 2018 - PAYROLL 24 - EMPLOYEE D
Paid Chk# 062163	OPTUM CONSUMER SERVICES	11/30/2018	\$50.00 2018 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 062164	Voided	11/30/2018	\$0.00 Check AddUnused
Paid Chk# 062165	BERLIN JOURNAL NEWSPAPER	11/30/2018	\$86.50 6" AD BJ - 2019 SPRING ELECTI
Paid Chk# 062166	BREWER HEATING INC	11/30/2018	\$644.00 FURNACE SERVICE AGREEMENT SENI

*Check Summary Register©

NOVEMBER 30 2018

Name	Check Date	Check Amt	
Paid Chk# 062167 CEC	11/30/2018	\$510.00	FIRE PROTECTION SERVICES ANNUA
Paid Chk# 062168 CHARTER COMMUNICATION	11/30/2018	\$139.98	2018 - DECEMBER - INTERNET SER
Paid Chk# 062169 COMPLETE OFFICE OF WI	11/30/2018	\$89.93	CREDIT FOR DEFECTIVE CARTRIDGE
Paid Chk# 062170 D & D CONSTRUCTION, INC	11/30/2018	\$1,975.39	RE-ROOF SOUTH DIAMOND BATHROOM
Paid Chk# 062171 EMERGENCY MEDICAL PRODUC	11/30/2018	\$179.42	MEDICAL SUPPLIES FOR BEMS
Paid Chk# 062172 HYLER SEPTIC SERVICE, LLC	11/30/2018	\$110.00	PUMPED ONE outhouse AT RIVERSI
Paid Chk# 062173 INTERSTATE BATTERY	11/30/2018	\$231.90	BATTERIES FOR DPW
Paid Chk# 062174 SAFE STEP LLC	11/30/2018	\$2,083.68	REPAIR 24 SIDEWALK PANEL DISPL
Paid Chk# 062175 SUN LIFE FINANCIAL	11/30/2018	\$116.25	2018 - DECEMBER - EMPLOYER PAI
Paid Chk# 062176 SUPERHEAT AND COOLING	11/30/2018	\$911.00	INSTALLED NEW PUMP AT CITY HAL
Paid Chk# 062177 THEDACARE AT WORK	11/30/2018	\$68.00	EMS PRE-EMPLOYMENT DRUG SCREEN
Paid Chk# 062178 VIKING ELECTRIC SUPPLY	11/30/2018	\$352.62	STREET LIGHTS FOR DPW
Paid Chk# 062179 vonBRIESEN & ROPER, s.c.	11/30/2018	\$1,577.34	PFC MATTERS
Total Checks		\$178,875.23	

*Check Summary Register©

NOVEMBER 30 2018

Name	Check Date	Check Amt
11161 UTILITY CASH - FNB		
Paid Chk# 014419 BERLIN CITY TREASURER	11/2/2018	\$644.30 OCTOBER 2018 CENTURYLINK
Paid Chk# 014420 BERLIN JOURNAL NEWSPAPER	11/2/2018	\$12.01 UPS TO BADGER LABS
Paid Chk# 014421 CORPORATE NTRWK SOLUTION	11/2/2018	\$400.00 HP ELITEBOOK
Paid Chk# 014422 EGBERT EXCAVATING INC	11/2/2018	\$2,700.00 WATER/SEWER REPAIR SEWARD ST
Paid Chk# 014423 ELECTRIC MOTOR SERVICE	11/2/2018	\$110.34 FASCO ELECTRIC MOTOR/CONDUIT
Paid Chk# 014424 KUNKEL ENGINEERING GROUP	11/2/2018	\$1,547.50 2018 STREET & UTILITY
Paid Chk# 014425 THE EXPEDITERS INC	11/2/2018	\$2,100.00 GROUT 3 SANITARY STRUCTURES
Paid Chk# 014426 WALTCO INC	11/2/2018	\$569.44 SERVICES FOR NOVEMBER 2018
Paid Chk# 014427 UNITED STATES POSTAL SERVI	11/5/2018	\$537.11 Monthly Billing Postage
Paid Chk# 014428 ADVANCED DISPOSAL SERVICE	11/9/2018	\$223.97 TRASH/ RECYCLING
Paid Chk# 014429 BADGER LABORATORIES INC	11/9/2018	\$2,229.00 BOD/SS/P/AMMONIA
Paid Chk# 014430 BERLIN CITY TREASURER	11/9/2018	\$559.64 OCT 2018 UTILITY GAS & DIESEL
Paid Chk# 014431 BERLIN JOURNAL NEWSPAPER	11/9/2018	\$163.00 FLUSHING WATER MAINS
Paid Chk# 014432 BERLIN OIL PRODUCTS	11/9/2018	\$267.80 4 VALVE STEMS AND 4 TIRE DISPO
Paid Chk# 014433 DAVIES WATER #1476	11/9/2018	\$5,680.61 5/8" CHAMBERS
Paid Chk# 014434 INTERSTATE BATTERY	11/9/2018	\$39.85 ADRY0070M ADRV0075, ADRV0196
Paid Chk# 014435 LINCOLN CONTR SUPPLY INC	11/9/2018	\$19.00 FILTER
Paid Chk# 014436 MID-AMERICAN RESEARCH CHE	11/9/2018	\$113.77 FINISHING TOUCH DETAILER
Paid Chk# 014437 U S CELLULAR	11/9/2018	\$189.19 MALNORY/SOBIESKI/DUTY/VAN
Paid Chk# 014438 UNITED STATES POSTAL SERVI	11/9/2018	\$300.00 STAMPS
Paid Chk# 014439 WI STATE LABORATORY OF HY	11/9/2018	\$25.00 FLUORIDE
Paid Chk# 014440 B & D WTR MTR TESTING/REPAI	11/16/2018	\$5,244.00 TESTING OF 37 WATER METERS
Paid Chk# 014441 BADGER LABORATORIES INC	11/16/2018	\$66.00 TOTAL COLIFORM BACTERIA
Paid Chk# 014442 BERLIN JOURNAL NEWSPAPER	11/16/2018	\$35.39 UPS TO BADGER LABS
Paid Chk# 014443 CCP INDUSTRIES INC.	11/16/2018	\$18.00 GLASSES, BLK FRAME , SMOKE LEN
Paid Chk# 014444 CINTAS CORPORATION	11/16/2018	\$175.32 MOP FRAME, DUST MOP, MATS
Paid Chk# 014445 CLEARBROOK, LLC	11/16/2018	\$1,674.26 POLYCLEAR
Paid Chk# 014446 CROSSROADS MARKET	11/16/2018	\$130.93 ADJUSTED WATER/SEWER BILL
Paid Chk# 014447 DIVISION OF UNEMPLOYMENT I	11/16/2018	\$370.00 BRENNEN THOMA UNEMPLOYMENT
Paid Chk# 014448 JON LUNDT ELECTRIC, INC	11/16/2018	\$849.79 THERMOSTAT/CONNECTORS/LABOR
Paid Chk# 014449 JOSEPH MARKOWSKI	11/16/2018	\$137.14 CLOTHING
Paid Chk# 014450 LINCOLN CONTR SUPPLY INC	11/16/2018	\$67.20 NOZZLE
Paid Chk# 014451 LOWTHERBROTHER LLC	11/16/2018	\$1,430.36 WATER/SEWER BILL ADJUSTMENT
Paid Chk# 014452 THE LADYBUG FLORAL & GIFTS	11/16/2018	\$25.00 PLANT FOR SHIRLEY WREZINSKI
Paid Chk# 014453 UNITED STATES POSTAL SERVI	11/16/2018	\$250.00 STAMP
Paid Chk# 014454 USA BLUEBOOK	11/16/2018	\$1,639.22 COUPLING INSERT
Paid Chk# 014455 VILLAGE OF ASHWAUBENON	11/16/2018	\$50.00 NE WATER PROFESSIONALS ASSOC.
Paid Chk# 014456 BERLIN JOURNAL NEWSPAPER	11/21/2018	\$12.03 UPS TO BADGER LABS
Paid Chk# 014457 SUPERIOR CHEMICAL CORP	11/21/2018	\$104.64 D-GERM HAND RINSE
Paid Chk# 014458 TONKA WATER	11/21/2018	\$5,385.00
Paid Chk# 014459 ULINE, INC.	11/21/2018	\$416.49 CABINET SHOP DESK
Paid Chk# 014460 BADGER LABORATORIES INC	11/30/2018	\$66.00 TOTAL COLIFORM BACTERIA
Paid Chk# 014461 BADGER STATE WASTE LLC	11/30/2018	\$5,952.00 BIOSOLIDS HAULING
Paid Chk# 014462 BERLIN CITY TREASURER	11/30/2018	\$27,435.98 NOV 2018 PAYROLL
Paid Chk# 014463 CenturyLink	11/30/2018	\$47.18 NOV 2018 BILLING
Paid Chk# 014464 DUSKEY DEVELOPMENT	11/30/2018	\$599.00 PALLET RACKING ONE-TIME PURCHA
Paid Chk# 014465 ELECTRIC MOTOR SERVICE	11/30/2018	\$9.00 TRANSFORMER OIL
Paid Chk# 014466 ESCREEN INC	11/30/2018	\$15.85 NONDOT URINE COLLECTION
Paid Chk# 014467 HAHN, CHAD	11/30/2018	\$25.00 CHAD HAHN EXAM FEE
Paid Chk# 014468 INTERSTATE BATTERY	11/30/2018	\$9.95 ADRY0070
Paid Chk# 014469 JON LUNDT ELECTRIC, INC	11/30/2018	\$2,794.27 FIXTURE REPLACEMENT ON WATER B
Paid Chk# 014470 LANDMARK SERVICES COOPER	11/30/2018	\$212.53 FUEL OIL
Paid Chk# 014471 MALNORY, BRIAN	11/30/2018	\$25.00 BRIAN MALNORY EXAM FEE
Paid Chk# 014472 NORTH CENTRAL LABORATORI	11/30/2018	\$66.91 ACID ZIRCONY/ SPEE-DEE HAZMAAT
Total Checks		\$73,770.97

Utility Payables

**2019 SHARED RIDE TAXI OPERATING CONTRACT
BETWEEN THE CITY OF BERLIN AND
RUNNING INC.**

This Contract is made by and between CITY OF BERLIN, hereinafter referred to as "CITY" and RUNNING INC. hereinafter referred to as "Contractor."

PRELIMINARY STATEMENT

The CITY sponsors a Shard-Ride Taxi Service as a public transportation program to serve its residents. The CITY solicited proposals for the operation of this service from the period commencing JANUARY 1, 2019 and ending on DECEMBER 31, 2020 with three one-year options, and RUNNING INC proposal was deemed to be most advantageous to the CITY and was accepted.

This contract shall include all the necessary performance standards outlined in the RFP, addendums, and the Contractor's response to that RFP by reference, including, but not limited to, service area, service standards, hours of service, service levels, handling of revenues, reservation policies, maintenance, insurance, licensing, complaint handling, promotion and publicity and other requirements.

CONTRACT CONDITIONS

The contractor shall, throughout the term of this contract, be responsible for maintaining proper licensing for operation as a taxicab company in the service area described in the RFP. All revenues collected by the provider, shall belong to the CITY and shall be shown as a separate line item on each invoice.

The Contractor shall submit invoices for the total number of hours of service provided to the CITY no more frequently than monthly and the CITY shall review said invoice and reimburse the Contractor within 20 working days after receipt of a properly submitted invoice.

Additionally, the Contractor shall provide to the CITY within 25 days of the conclusion of any calendar month, the following reports as detailed in the RFP:

A monthly report showing total passenger trips, passenger revenue, package delivery revenue, total miles operated and total driver hours worked. The Contractor is also responsible for preparing and submitting to the CITY quarterly and annual reports required by the Wisconsin Department of Transportation.

The Contractor shall maintain and retain for a period of three years ~~or~~ *or one year after the DOT program year audit is completed, whichever is longer* driver logs and dispatch records to allow the CITY or the Wisconsin Department of Transportation to verify any data reported or billed to the CITY.

The CITY reserves the right to discontinue the contract's remaining option years at any time and may elect to re-bid the contract in whole or in part when changes in scheduled hours or hourly costs are not mutually acceptable between the Contractor and the CITY. Any such discontinuation of the contract shall have at least 120 days written notice to the Contractor, including the decision to not exercise an option year.

The CITY may terminate this contract with 120 days written notice to the Contractor. This contract shall not be assigned, transferred or encumbered in any manner without the prior written consent of the CITY, which consent shall not be unreasonably withheld.

The maximum amount of funding for this contract shall be \$558,056 based on 16752 hours of service at the rate of \$31.94 per hour for 2019-2020. Option year rates will be determined based upon the percent change in the CPI-U from the preceding year applied to the current contract year price.

All Federal Certifications, Assurances and Clauses included in the RFP document and certified by the Contractor, including the RFP and addendums, shall be included in this contract by reference.

Dated this _____ day of _____, 2018

Municipality

Contractor

Authorized Official

Authorized Representative

PUBLIC TRANSIT LEASE AGREEMENT

Between
City of Berlin
and
Running Inc.

This Agreement specifies terms under which City of Berlin hereinafter referred to as Lessor, leases one or more vehicles to Running Inc, hereinafter referred to as Lessee. This lease is effected by virtue of Lessor's public transit service operating contract with Lessee.

"Department" herein means the Wisconsin Department of Transportation. "Leased vehicle" herein means a vehicle covered by this lease.

SECTION 1. TERM

Lessor hereby leases the following vehicle(s) to Lessee starting on January 1, 2019, and ending exactly one year later, or on the end date of the Lessor's current public transit service contract with the Lessee, whichever comes first.

SECTION 2. VEHICLE INFORMATION

Vehicle Identification Number (VIN)	Model Year	Vehicle/Chassis Make and Model	Body Make and Model (cutaways and ADA minivans only)	Vehicle Type (e.g. minivan, medium bus)	Primary Funding Source
1FDFE4FSXADA62751	2010	FORD F350	F350	ADA MEDIUM BUS	FED/STATE/CITY
2C4RDGBG3FR668968	2015	DODGE CARAVAN		MINI VAN	FED/STATE/CITY
2C4RDGBG6JR148286	2018	DODGE CARAVAN		MINI VAN	FED/STATE/CITY
1FDEE3FS6KDC09980	2019	STARCRAFT BUS	STARLITE	ADA MEDIUM BUS	FED/STATE/CITY

SECTION 3. EXECUTION OF LEASE

IN WITNESS WHEREOF this Agreement shall become effective upon its complete execution by Lessor and Lessee.

For City of Berlin

For Running Inc

Signature

Richard D Schramer
Mayor
[Date]

Signature

[Name]
[Title]
[Date]

SECTION 4. CONDITIONS

This Agreement is one of leasing only, and the Lessee shall not acquire any right, title or interest to vehicle(s) leased other than that of Lessee. The Lessee acknowledges that the Lessor owns (subject to any Department liens) the vehicle(s) subject to this Agreement. Nothing herein shall affect Lessor's absolute ownership of any title or interest to said vehicle(s).

The Lessee shall lease and operate the vehicle(s) in accordance with the service characteristics described in the Lessor's operating assistance grant agreement with the Department.

Department approval is required for incidental use of the leased vehicle(s), and any such use must be compatible with the original purposes of the grant. The incidental use must not in any way interfere with the Lessor's continuing control over the use of the vehicle(s) or the Lessee's continued ability to carry out the service described in its shared ride taxi operating contract with Lessor.

The Lessee will comply with the terms, conditions and obligations included in the grant agreement executed between the Lessor and the Department so as not to impair the Lessor's relationship with the Department, nor cause Lessor to be in default of any agreement with the Department. Any breach of this Agreement shall be considered a default by the Lessee.

The Lessee agrees that it will not use or permit the use of the leased vehicle(s) in any negligent or improper manner, or in violation of any statute, law or ordinance, or so as to void any insurance or warranty covering the vehicle(s), or permit any vehicle(s) to become subject to any lien, charge or encumbrance which may affect the Lessor's title to the vehicle(s).

The Lessee shall not mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this Agreement.

Both parties agree to abide by the relevant rules and regulations provided by the Federal Transit Administration (FTA), specifically the most current FTA Master Agreement. The most recent version of the FTA Master Agreement is found at the FTA's website (<http://fta.dot.gov>).

Lessee agrees to review and comply with the annual FTA Certification and Assurances signed by the Lessor, the most recent version of which can be found at FTA's website (<http://fta.dot.gov>).

Both parties agree to abide by the relevant rules and regulations provided by the Department, (including those of the Division of Motor Vehicles), and regulating authorities in any State or County in which the vehicle(s) are operated under the terms and conditions of this Agreement.

SECTION 5. REPRESENTATION AND WARRANTIES

In consideration of the Lessor entering into this Agreement, the Lessee represents and warrants:

- A. The Lessee is in good standing under the laws of the State of Wisconsin and has the power and authority to carry on its business as now conducted; to own, lease and operate its property and assets; and to execute this Agreement and any other agreements and instruments referred to in this Agreement.
- B. The Lessee has and will continue to have during the term of this Agreement, all necessary licenses, certifications, or other documents required by any federal, state or local governmental

agency, which authorize or empower the services to be performed by the Lessee.

SECTION 6. REGISTRATION

The leased vehicle(s) shall bear the proper license plate(s) in accordance with the governing grant. The title to such vehicle(s) is to be registered in the name of the Lessor, subject to the lien rights of the Department. All annual registration, license fees, and safety inspection costs shall be paid by the Lessee.

The Lessor will maintain ownership of the vehicle(s) obtained through the grant program. The Lessor shall have full authority to exercise its responsibilities as owner of the vehicle(s) provided under the terms and conditions of this lease.

SECTION 7. INSURANCE

Insurance levels, categories and premium payments for all leased vehicles shall be the responsibility of the Lessee.

Insurance shall include such coverage as required by the grant agreement between the Lessor and the Department, and shall meet the requirements of applicable local, state and federal laws. The Lessor must be named as the payee for all payments relating to vehicle damage or loss.

The insurance shall be primary, and not excessive or contributory, with respect to any accident involving such vehicle(s), and shall at minimum afford the following coverage:

- | | |
|--|-------------|
| A. Bodily injury liability, each person: | \$100,000 |
| B. Bodily injury liability, each accident: | \$1,000,000 |
| C. Property damage liability, each accident: | \$100,000 |
| D. General liability, bodily injury and property damage: | \$1,000,000 |

The Lessee shall bear all risks of damage or loss of the leased vehicle(s), or any portion of damage or loss not covered by insurance. All replacements, repairs, or substitutions of leased vehicle parts or equipment shall be at the cost and expense of the Lessee and shall be accessions to the vehicle(s).

SECTION 8. VEHICLE MAINTENANCE

The Lessee shall, at all times and at Lessee's expense, maintain the leased vehicle(s) in working order and at a high level of cleanliness, safety, and mechanical soundness. The Lessee shall take all reasonable efforts to insure against theft and vandalism. The Lessee agrees to return each leased vehicle in the condition in which it was received, except for reasonable wear and tear.

The Lessee agrees to adhere to all provisions of the Lessor's vehicle maintenance plan on file with the Department, and to any changes or addendums made to the plan.

The Lessee shall be responsible for scheduling, completing and documenting all preventative maintenance. All such maintenance shall be consistent with manufacturer specifications, the Lessor's vehicle maintenance plan, and Department guidelines. The Lessee shall be responsible for ensuring the completion of, and payment for, all necessary repairs.

SECTION 9. VEHICLE OPERATION

The Lessee shall ensure that only properly trained and licensed drivers operate the leased vehicle(s). The Lessee shall provide the Lessor with the names of all individuals whom it authorizes to operate the vehicle(s), and shall provide the name of each before said individual may operate the vehicle(s).

The leased vehicle(s) shall not be used in violation of any federal, state or municipal statutes, laws, ordinances, rules or regulations. The Lessee shall not use any leased vehicle, nor allow any such vehicle to be used, for any unlawful purpose or for the transportation of any property or material deemed hazardous. Respirators, concentrators, or portable oxygen used by individuals are not considered hazardous materials.

The Lessee shall operate the leased vehicle(s) only on designated roads, and shall not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s).

SECTION 10. CIVIL RIGHTS

The Lessee shall comply with all federal statutes relating to nondiscrimination that apply, including, but not limited to:

- A. The prohibitions against discrimination on the basis of race, color, or national origin, as provided in Title VI of the Civil Rights Act, 42 U.S.C. 2000d;
- B. The prohibitions against discrimination on the basis of sex, as provided in: (a) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 – 1683, and 1685 – 1687, and (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25;
- C. The prohibitions against discrimination on the basis of age in federally funded programs, as provided in the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 – 6107;
- D. The prohibitions against discrimination on the basis of disability in federally funded programs, as provided in section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; and
- E. The prohibitions against discrimination on the basis of disability, as provided in the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*

The Lessee agrees to comply with all terms of the Lessor's approved Title VI Plan and of any changes or addenda thereupon. The Lessee is responsible for proper posting of a valid Title VI public notice in each leased vehicle at all times.

SECTION 11. ADDITIONAL FEES

The Lessee shall pay any and all storage charges, parking fees, and fines which are levied against Lessee as a result of the improper acts of Lessee or its employees.

The Lessee shall pay any fees (including vehicle registration and inspection fees) and/or taxes which may be imposed with respect to the leased vehicle(s) by any duly constituted governmental authority as the result of Lessee's use or intended use of the vehicle(s).

SECTION 12. AUDITS, INSPECTIONS, AND REPORTING

The Lessee shall be responsible for providing any and all data pertaining to services provided using the leased vehicle(s) as requested upon reasonable notice by the Lessor. The data required may include, but is not limited to, vehicle maintenance records, trip logs, and ridership data.

The Lessee agrees to complete all reports and documents required by the Lessor and/or the Department in a timely fashion. Such reports will be sent to the Lessee on or before specified deadlines.

The Lessor, Department or FTA, or any designee thereof, may at any time audit and/or inspect the leased vehicle(s) and attendant records for compliance with the provisions of this Agreement. The Lessee agrees to comply with all requests to make equipment available as requested by the aforementioned parties for completion of audits.

The Lessee agrees to preserve for a period of five (5) years after the termination of the Agreement, all reports, insurance policies, trip sheets, and other data pertaining to compliance with any and all terms of the Agreement.

The Lessee is responsible to arrange for and obtain inspections of motor buses and human service vehicles leased under this Agreement as required by federal and state law. In all such cases, Lessee shall send a copy of the inspection report to the Lessor.

SECTION 13. LIABILITY

The Lessee agrees to hold harmless the Lessor and the State of Wisconsin from any and all claims, losses, causes of action, and expense, for whatever reason, including legal expenses and reasonable attorney fees, arising from the use, maintenance, and operations of the vehicle(s) leased under this Agreement.

SECTION 14. LEASE MANAGEMENT

The overall supervision and monitoring of compliance with lease specifications shall be the responsibility of the Lessee. The Lessee will address and resolve concerns or questions regarding this Agreement or operation of the leased vehicles with the Lessor.

This Agreement or any part thereof may be renegotiated in circumstances where changes are required by federal law or regulations, state law or regulations, court orders or actions, or when the parties agree that a new lease would better meet their needs than existing terms and conditions of this lease.

Any revisions to this lease must be agreed to by both parties, as evidenced by an addendum signed by the authorized representative of each party and approved by the Department.

SECTION 15. TERMINATION

If so directed by the Department or other state agency, the Lessee must return the leased vehicle(s) within five (5) days of notice to the Lessor, and at such time, lease provisions are terminated. Otherwise, the Lessor may terminate this Agreement by giving thirty (30) days written notice, at which time the Agreement is terminated.

Immediately upon termination, the Lessee agrees to turn over all maintenance records and histories to the Lessor at no additional cost to the Lessor.

Failure to comply with any provisions of this Agreement by any party shall be considered due cause for termination of the lease.

SECTION 16. SUBLEASE RESTRICTIONS

Subleasing or renting the leased vehicle(s) is prohibited.

SECTION 17. ADDITIONAL CONDITIONS

No additional conditions apply.

		2008	2009	2013	2014	2015	2016	2017	2018	Projected Cost 2019
A. STREETS										
1. Category I	City pays all costs									
2. Category II	City pays all costs After "opening" of street, Street Opening charge									
3. Category III	See Land Development Fee - Sect. C	\$66.07 per foot	\$60.86 per foot	\$68.50 per foot	\$104.41 per foot	\$107.54 per foot	\$109.15 per foot	\$109.70 per foot	\$110.25 per foot	\$110.80 per foot
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 \$ 1,323.00 \$ 2,330.00	\$49.01 per foot \$51.52 per foot \$ 1,695.00 \$ 1,485.00 \$ 2,840.00	\$51.10 per foot \$53.80 per foot \$1,835.00 \$1,610.00 \$3,075.00	\$53.56 per foot \$56.49 per foot \$1,945.10 \$1,706.60 \$3,285.53	\$55.27 per foot \$58.16 per foot \$1,946.00 \$1,740.73 \$3,352.25	\$56.10 per foot \$59.05 per foot \$1,946.00 \$1,775.54 \$3,419.31	\$56.30 per foot \$59.30 per foot \$1,992.90 \$1,784.40 \$3,431.00	\$56.58 per foot \$59.90 per foot \$1,998.88 \$1,799.75 \$3,441.00	\$57.03 per foot \$57.18 per foot \$2,008.87 \$1,798.70 \$3,560.00
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	\$288.09	\$293.14	\$290.84	\$295.20	\$297.80	\$299.29	\$300.79
		\$ 65.52	\$ 69.53	\$75.30	\$79.82	\$81.42	\$82.64	\$83.05	\$83.47	\$83.89
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 assessed 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	\$74.34 per foot	\$75.08 per foot
4. Curb and Gutter	Amount set aside for future installation.	\$20.07 per foot	\$21.05 per foot	\$22.80 per foot	\$24.17 per foot	\$24.90 per foot	\$25.40 per foot	\$25.55 per foot	\$25.81 per foot	\$26.07 per foot
5. Engineering Review	Engineering Review 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%	5%	5%

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

AN ORDINANCE ALLOWING CONSUMPTION OF ALCOHOL AT SIDEWALK CAFÉS

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

Section 18-401 of the Code of Ordinances shall be amended as follows:

Sec. 18-401. – Street Privilege Permit.

(a) *When required.* Permits for obstruction or excavation beyond a private lot line and within a public street, alley, sidewalk or other public way or place of the city shall be granted pursuant to Wis. Stats. § 66.0425, only for the following purposes:

...

(2) *Sidewalk cafés.* Placing tables, chairs or other items or devices appurtenant to outdoor dining adjacent to the applicant's duly licensed or authorized food service facility or restaurant for the purpose of allowing customers of such facility or restaurant to consume the food or beverages purchased in such facility or restaurant, provided the applicant has complied with the requirements of this section. Applicants applying for a permit under this subsection shall be referred to as "sidewalk café applicants," and holders of persons holding a permit under this subsection shall be referred to as "sidewalk café license holders".

...

(e) *Conditions of license.* In addition to any other conditions imposed by the common council, ...

(5) *Sidewalk café time limitations.* Sidewalk café applicants-license holders shall remove any permitted obstructions from the sidewalk or public area or way during hours when the adjoining applicant's-license holder's business is closed, and during the hours of 9:00 p.m. and 7:00 a.m. each day.

Comment [M1]: I need guidance on how much later this should be pushed.

(9) *Sidewalk café license holder's applicant's compliance with other regulations.* Sidewalk café applicants-license holders shall comply with all applicable state and county regulations governing health and sanitation for food handling establishments and dining areas, and any other applicable city regulations. The applicant Sidewalk café license holders shall be allowed to prohibit use of the

dining facility obstructions permitted under this section to persons who are not the applicant's license holder's patrons. Sidewalk café applicants shall not allow consumption of alcohol beverages in the obstructed public area permitted under this section. All food and beverages must be served on or in dishes, cups and/or receptacles which are made of plastic or other materials which are designed to be shatterproof. Sidewalk café license holders may serve alcohol in the sidewalk café area under the following conditions:

a. The sidewalk café license holder must have a separate alcohol beverage license for the sidewalk café license holder's adjoining business issued by the city pursuant to chapter 6, article II, and the sidewalk café area must be included in the premises description of such separate alcohol beverage license and such sidewalk café license holder is otherwise in compliance with the conditions of such separate alcohol beverage license and all alcohol beverage licensing laws, regulations and ordinances.

b. The sidewalk café license holder's adjoining business must be a restaurant (as defined by Wis. Stat. §125.02(18)) in which the sale of alcohol beverages accounts for less than 50 percent of gross receipts.

c. The sidewalk café license holder's adjoining business is located in a B-1 zoning district.

d. Consumption of alcohol beverages must be only at tables owned and controlled by the sidewalk café license holder, and must be under the general supervision of the sidewalk café license holder. The sidewalk café license holder shall be responsible for the supervision and control of the sidewalk café area and for preventing unauthorized or underage consumption of alcoholic beverages in the sidewalk café area.

Comment [M2]: Is this sufficient to limit this to the target downtown area, or should we attempt to describe the downtown area?

This ordinance shall then take effect the day after publication. The numeric 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.

This ordinance shall take effect the day after publication.

Passed, approved and adopted this _____ day of _____, 2018.

ROLL CALL VOTE:

CITY OF BERLIN

_____AYES

BY: _____

_____NAYS

Richard D. Schramer, Mayor

_____ABSENT

APPROVED AS TO FORM:

ATTEST: _____

Matthew G. Chier
City Attorney

Jodie Olson
City Clerk/Treasurer

DATE: December 4, 2018

TO: Mayor and Common Council

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: Approve the CY2019 Agreement Between Green Lake County DHHS 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
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

November 21, 2018

To Whom This May Concern:

Enclosed you will find the 2019 Purchase of Service Contract for signature. Please have the appropriate designee sign the contract, and return the original to our office as soon as possible through mail, fax (920) 294-4139 or email to kyonke@co.green-lake.wi.us.

Please carefully review the entire document. Note that in addition to audit information there are also requirements for submissions of materials.

- AA/CRC/LEP
- Emergency Government/Special Populations
- Other- Specific to entity

If you have any questions please contact Jason Jerome, Director of DHSS or Kayla Yonke, Financial Manager at (920)-294-4070.

Thank you for your anticipated cooperation.

Sincerely,

A handwritten signature in black ink, appearing to be "J. Jerome".

JASON JEROME, DIRECTOR
GREEN LAKE COUNTY DEPT. OF HEALTH & HUMAN SERVICES
PHONE: 920/294-4070
FAX: 920/294-4139
JJEROME@CO.GREEN-LAKE.WI.US

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

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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

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 (Monday-Friday)

Agreement Period:

January 1, 2019 – December 31, 2019

AGREEMENT

This agreement made the 1st of January 2019 by and between Green Lake County, hereinafter designated the Program, and the City of Berlin hereinafter designated the Company.

Now, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. 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, Monday through Friday.
2. Prepare meals containing at least 1/3 minimum daily requirements for an older adult according to the following specifications:
 - a. 3 oz. of lean meat, poultry, fish (2 oz in casserole-type dishes).
 - b. Three 1/2, 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 1/2, cup serving dessert (optional).
 - f. One 1/2, 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.
4. Procure and keep in effect all necessary licenses and permits.
5. Complete meal preparations and have meals ready for delivery no later than 11:00 a.m.
6. 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 60 days' written notice.
7. Forward the Program an accounting, itemized by day, for all meals served for the month.
8. Shall make available nutritional analysis of menus upon request.

B. The Program Shall:

1. Pay the monthly invoice within 30 days of receipt of the Company's accounting for the prior month.

C. Miscellaneous

1. Governing Law, This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Wisconsin.
2. No Amendment to this agreement shall be valid and effective unless made in writing and signed by an authorized representative of each of the parties.
3. This Agreement may not be assigned without the express written permission of the other party, which consent shall not be unreasonable withheld.
4. Each party has participated in negotiating and drafting this Agreement, so if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Agreement.
5. The parties acknowledge that they will not hold themselves out as an agent, partner, or co-venturer of the other and that this Agreement is not intended and does not create and agency, partnership, joint venture or any other type of relationship, except the contract relationship established herein.
6. Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, properly addressed as indicated below:

To County: County of Green Lake
 Attn: County Clerk
 571 County Road A
 Green Lake, WI 54941

7. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

8. Nothing contained within this Agreement is intended to be a waiver or estoppel of the parties' or their insurers' right to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52 and 345.05.

BY: Green Lake County

Catherine J. Schmit
County Administrator

Date: _____

BY: City of Berlin

Jodie Olson
City Administrator

Date: _____

DATE: December 5, 2018

TO: Common Council

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 \$25,583 for our transportation program.

RECOMMENDATION: Approve the Memorandum of Agreement Between the Green Lake County Commission on Aging and City of Berlin for January 1, 2018 through December 31, 2019 and the Purchase of Service Contract-CY2019 with Green Lake County Department of Health & Human Services.

GREEN LAKE COUNTY
DEPARTMENT OF HEALTH & HUMAN SERVICES

Health & Human Services

571 Cty Rd A

Green Lake, WI 54941 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

Purchaser:

Green Lake County Department of Health & Human
Services Betty Bradley, Aging/Long Term Care Unit
Manager

571 County Road A

Green Lake, WI 54941

Telephone #: (920)-294-4070

glcdhhs@co.green-lake.wi.us

Fax #: (920)-294-4139

Provider:

Organization Name:

City Of Berlin

Address:

108 N Capron St

PO Box 272

Berlin WI 54923

Contact:

Jodie Olson

Contract Information and Funding Source

Contract Amount:

\$25,583

Services to be Provided:

Transportation Services

Contract Period:

January 1, 2019 – December 31, 2019

Signatures:

This Contract becomes null and void if the time between the Purchasers' authorized representative signature and the Provider's authorized representative signature on this contract exceeds sixty days.

Purchaser

Catherine Schmit

Provider

City of Berlin/Jodie Olson

Signature

Signature

Date

Date

Per Wis. Stat. §46.036(3)(a) Purchase of services contracts shall include the following information:

- A. Total dollar amount to be purchased or awarded
- B. Number of clients to be served
- C. Number of client service units
- D. Unit rate per client
- E. Total dollar amount of each service

Service	Total Service
Transportation Services	\$25,583
Contract total	\$25,583

Prepayments: Per Wis. Stat. §46.036(3)(f) Advance payments of up to one-twelfth of an annual contract may be allowed under the Contract. If the advance payment exceeds \$10,000, the provider shall supply a surety bond for an amount equal to the amount of the advance payment applied for. No surety bond is required if the provider is a state agency. The cost of the surety bond shall be allowable as an expense.

Article 1 Audit

Section 1.1 Type of audit

Unless waived by the Purchaser, the Sub-recipient/Contractor (Provider) shall submit an annual audit to Purchaser if the total amount of annual funding provided by the Purchaser (from any and all of its Divisions taken collectively) for all contracts \$100,000 or more. In determining the amount of annual funding provided by the Purchaser, the sub-recipient/contractor shall consider both:

- A. Funds provided through direct contracts with the Purchaser; and
- B. Funds from the Purchaser passed through another agency which has one or more contracts with the sub-recipient/contractor.

Section 1.2 Audit Standards

The audit shall be in accordance with the generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this Contract. In addition, the sub-recipient/contractor is responsible for ensuring that the audit copies are in compliance with other standards and guidelines that may be applicable depending on the type of services provided, and are reconciled/in accordance with the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- A. 2 Code of Federal Regulations, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific Federal agency rules for accepting Federal sub-awards.
- B. The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a State single audit. Section 1.3 lists the required conditions.
- C. The Department of Health Services (OHS) Audit Guide is an appendix to the SSAG and contains additional OHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with OHS sub-recipient/contractor audit requirements. An audit report is due if a sub-recipient/contractor receives more than \$25,000 in pass-through money as determined by Wis. Stat. § 46.036.

Section 1.3 Audit Schedules

In addition to the schedules required under the *State Single Audit Guidelines* the reporting package sent to the Purchaser shall include supplemental schedule showing revenue and expenses for this Contract.

For profit Providers shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract or by service category.

Non-profit Providers shall include a Reserve Supplemental in their audit reports, and this schedule shall also be by contract or service category. State Single Audit Guidelines (SSAG).

Section 1.4 Submitting the Reporting Package

The Provider shall send the required reporting package to the Purchaser at the address listed in this Contract. The reporting package should include the following items:

- A. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent Purchaser's opinion on the statements and schedule.

- B. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
- C. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in Accordance with Government Auditing Standards.
- D. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
- E. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
- F. *Settlement of DHS Cost Reimbursement Award. This schedule is required by DHS if the sub-recipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the sub-recipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the Provider reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
- G. *Reserve Supplemental Schedule is only required if the sub-recipient/contractor is a non-profit and paid on a prospectively set rate.
- H. *Allowable Profit Supplemental Schedule is only required if the sub-recipient/contractor is a for-profit entity.
- I. *Additional Supplemental Schedule(s) required by Funding Agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the Purchaser 180 days from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner.

For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

For sub-recipient/contractors that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to Purchaser shall include all of the above items except items 4 and 5.

Section 1.5 Access to Provider's Records

The Provider must provide the Purchaser with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the Purchaser to perform the required audit.

The Provider shall permit appropriate representatives of Purchasers to have access to the Provider's records and financial statements as necessary to review the Provider's compliance with Federal and State requirements for the use of the funding. Having an independent audit does not limit the authority of Purchaser to conduct or arrange for other audits or review of federal or state programs. Purchaser shall use information from the audit to conduct their own reviews without duplication of the independent Purchaser's work.

Section 1.6 Access to Purchaser's work papers

The Purchaser shall make audit work papers available upon request to the Provider, Purchaser or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

Section 1.7 Failure to comply with the requirements of this section

Purchaser may impose sanctions when needed to ensure that Providers have complied with the requirements to provide Purchaser with an audit that meets the applicable standards and to administer State and Federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:

- A. The Provider did not have an audit.

- B. The Provider did not send the audit to Purchaser or another granting agency within the original or extended audit deadline.
- C. The Purchaser did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
- D. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
- E. The Provider does not cooperate with Purchaser or another granting agency's audit resolution efforts; for example, the Provider does not take corrective action or does not repay disallowed costs to the granting agency.

Section 1.7.1 Sanctions

Purchaser will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

- A. Requiring modified monitoring and/or reporting provisions;
- B. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the Provider is in compliance;
- C. Disallowing the cost of audits that do not meet these standards;
- D. Conducting an audit or arranging for an independent audit of the Provider and charging the cost of completing the audit to the Provider;
- E. Charging the Provider for all loss of Federal or State aid or for penalties assessed to Purchaser because the Provider did not comply with audit requirements;
- F. Assessing financial sanctions or penalties;
- G. Discontinuing contracting with the Provider; and/or
- H. Taking other action that Purchaser determines is necessary to protect federal or state pass-through funding.

Section 1.7.2 Close-Out

A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the Provider ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by Purchaser upon written request from the sub-recipient/contractor, except when the Contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

The Provider shall ensure that its auditor contacts Purchaser prior to beginning the audit. Purchaser, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Provider and the Purchaser. Payment of increased audit costs, as a result of the additional testing requested by Purchaser, is the responsibility of the Provider.

Purchaser may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, Purchaser may require that the Purchaser annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

Article 2 Grant Agreement Compliance

The Parties agree to abide by all terms and conditions of the Specialized Transportation Assistance Grant Agreement between the State of Wisconsin and Green Lake County of 2017, a copy of which is attached hereto and incorporated herein by reference, including but limited to compliance with all laws referred to in said agreement, compliance with all requirements of record creation and retention referred to in said agreement, and compliance with all requirements concerning the maintenance and retention of accounts. Provider shall maintain and retain all records and accounts required by the grant agreement or organizations to which the grant recipient (Purchaser) gives financial assistance under the grant agreement.

Article 3 Civil Rights Compliance Plan

Section 3.1 Civil Rights Compliance

Provider shall comply with the Wisconsin Contract Compliance Law under Wis. Stat. § 16.765 and the Wis. Admin. Code Ch. ADM 50. Provider must agree to equal employment and affirmative action policies and practices in its employment programs. Purchaser must file a Civil Rights Compliance Letter of Assurance for the compliance period of 2014-2017 regardless of the number of employees and the amount of funding received to the Purchaser. Complete instructions are located online Civil Rights Compliance (CRC) Information.

Section 3.2 Affirmative Action Plan

The Provider must submit to the Purchaser an Affirmative Action Plan within fifteen (15) working days of returning the signed Contract. Exceptions exist and are identified in the instructions for vendors Civil Rights Compliance (CRCH information).

Article 4 Client Rights and Grievances

The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and the Purchaser. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or her rights and the Client Rights grievance procedure. The Provider shall post the client rights and the grievance procedure, including the name of the Client Rights Specialist, in an area readily available to clients and staff of the program.

The Provider shall give the Purchaser a written report for each grievance that is filed in orally or in writing with the Provider by a client or anyone on the clients' behalf. The Provider shall deliver these reports to the Purchaser in person or via registered mail within 5 business days of the Provider's receipt of the oral or written grievance. The Provider shall also inform the Purchaser in writing of the resolution of each grievance.

At least once a year, or more frequently when requested by the Purchaser, the Provider shall give the Purchaser a written summary report of all grievances that have been filed with the Program by clients or anyone on the clients' behalf since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the Purchaser in person or via registered mail within 30 days of the end of the Contract period. Additional summary reports requested by the Purchaser shall be due within ten (10) days of the Purchaser's request for the reports. All reports shall be delivered to the Purchaser in person or via registered mail.

Article 5 Conditions of the Parties' Obligations

Section 5.1 Contingency

This Contract is contingent upon authorization of Wisconsin and United States laws. In the event of any material amendment or repeal of applicable law affecting relevant funding or authority, the parties agree to negotiate in good faith to amend the Contract such that it may continue in effect. If it is not possible to amend the Contract such that it may remain in effect due to changes in applicable law, or if the parties are unable to negotiate amendments to the Contract, this Contract shall terminate.

Section 5.2 Powers and Duties

Nothing contained in this Contract shall be construed to supersede the lawful powers or duties of either party.

Section 5.3 Items Comprising the Contract

It is understood and agreed that the entire agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

Article 6 Confidentiality

Section 6.1 Client confidentiality

The Provider shall comply with all applicable confidentiality laws in connection with its maintenance, use or disclosure of information concerning eligible clients who receive services from Provider. These laws include but are not limited to Wis. Stat. §§ 51.30, 48.78, 146.82, 48.981(7), 49.45(4), 49.83, 252.11(7), 252.15, 253.07(3)(c), 938.396 and 938.78 and 42 CFR Part 2. The

Provider agrees it is part of the Provider's obligations under this Contract to know all applicable confidentiality laws and understand their provisions.

Section 6.2 Contract not confidential

Except for documents identifying specific clients, the Contract and all related documents are not confidential. Provider understands and agrees that, because Purchaser is a party to this agreement, provisions of the Wisconsin Open Records Law and other laws pertaining to public records may apply to records kept by Provider. Provider agrees to fully comply with such laws, and to cooperate with Purchaser in its compliance with such laws. Cooperation shall include, but not be limited to, the provision of records, or copies of records to Purchaser or other upon request of Purchaser. Compliance and cooperation of Provider shall be at its sole cost and expense.

Article 7 Conflict of Interest

The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

Provider shall also require its employees, consultants, and members of the board to avoid outside activities which cause, or tend to cause, conflicts between their personal interests and their responsibilities under this Contract.

Article 8 Debarment and Suspension

The Provider certifies through signing this Contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the Purchaser within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency. The Purchaser may consider suspension or debarment to be cause for implementing high risk contract provisions under Article 23 "Special conditions for high risk contract" or for revising or terminating the contract under Article 21 "Renegotiate or termination of the contract."

Section 8.1 Certification Regarding Debarment and Suspension

The provider certifies, by signing the attached Certification Regarding Debarment and Suspension, that neither they nor any of its principals are debarred or suspended or declared ineligible from participating in Federal assistance programs. (See attachment "Certification Regarding Debarment and Suspension")

Article 9 Eligibility

Provider will follow program guidelines to determine eligibility as provided by purchaser.

Purchaser determines eligibility

The Provider shall provide services only to individuals who are eligible for services. The Provider and Purchaser agree that the eligibility of individuals to receive the services to be purchased under this Contract from the Provider will be determined by the Purchaser and given to the Provider.

Article 10 Health Insurance Portability and Accountability Act of 1996 "HIPAA" Applicability

Section 10.1 General Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this Contract.

Article 11 Indemnity and Insurance

Section 11.1 Indemnity

The Provider agrees that it will at all times during the existence of this Contract indemnify and hold harmless the Purchaser, its appointed, hired and/or elected officers, agents, employees and designees from any and all claims, loss, damages, and costs or expenses which the Purchaser may sustain, incur, or be required to pay including those arising from death, personal injury, or property loss resulting from participating in or receiving the care and services furnished by the Provider under this Contract or on account of enforcing the provisions of the agreement against Provider or its agents or employees, including but not limited by enumeration, reasonable attorneys' fees and court costs incurred by Purchaser in defending any claim or in enforcing this provision. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by the Purchaser.

Section 11.2 Insurance

The Provider agrees that, in order to protect itself as well as the Purchaser under the indemnity provision set forth in the above paragraph, the Provider will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows:

- Comprehensive General Liability: minimum amount \$1,000,000
- Auto Liability (if applicable): minimum amount \$1,000,000
- Professional Liability (if applicable): minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year.
- Umbrella Liability (as necessary): minimum amount \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage. Upon signing this Contract, Provider will furnish Purchaser with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter indemnified against, Purchaser shall notify the Purchaser by registered mail within five business days.

Article 12 Independent Contractor

Nothing in this Contract shall create a partnership or joint venture between the Purchaser and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the Purchaser.

Article 13 License, Certification, and Staffing

Section 13.1 License and Certification

The Provider shall meet State and Federal service standards and applicable state licensure and certification requirements as expressed by State and Federal rules and regulations applicable to the services covered by this Contract. The Provider shall attach copies of its license or certification document and the most recent licensing or certification report concerning the Provider to this Contract when returning the signed Contract to the Purchaser. During the Contract period, the Provider shall also send the Purchaser copies of any licensing inspection reports within five (5) business days of receipt of such reports.

Section 13.2 Staffing

The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements per Wis. Stat. §85.21(3m) (b), (bm), (d) and (dm). All drivers shall be selected and employed or contracted with by Provider. Purchaser shall have no responsibilities to drivers, including but not limited to, responsibility for the payment of wages, the provision of workers' compensation or unemployment compensation insurance and benefits, or the provision of other insurance or benefits. Provider shall act with reasonable diligence and safety in the hiring, training, discipline and termination of drivers, all of which shall be the responsibility of Provider; and for which Purchaser shall have no responsibility. All drivers shall be equipped with and able to use fully operational cellular telephones.

Article 14 Miscellaneous Provisions

Section 14.1 Successors and Assigns

The parties each bind themselves and their successors, executors, administrators, permitted assigns, legal representatives to the other party to this Agreement and to the Successors, executors, administrators, permitted assigns, legal representatives of such other party in respect to all provisions of this Agreement.

Section 14.2 No Construction against Either Party

This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

Section 14.3 Multiple Originals

This Agreement may be executed in multiple originals, each of which, together shall constitute a single Agreement.

Section 14.4 Legal Protections

It is agreed by the parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver on the part of either party of any immunity, liability limitation or other protection available to either party under any applicable statute or other law. To the extent that any provision of this Agreement is found by any court of competent jurisdiction to conflict with any such legal protection, then whichever protections, either legal or contractual, provide a greater benefit to the Purchaser shall apply unless the Purchaser elects otherwise.

Section 14.5 Waiver

A waiver by either of the parties of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

Section 14.6 Severability

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any even rendering any portion of provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void portion or provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent his entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Section 14.7 Choice of Law and Venue

This Agreement shall be construed and interpreted in accordance with the Laws of the State of Wisconsin. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceedings arising out of or based upon this Agreement. The parties further agree that the venue for any legal proceedings related to this Agreement shall be Green Lake County, Wisconsin.

Section 14.8 Survival

The warranties, representations and covenants of this Agreement shall survive the completion of the Services under this Agreement or any termination of this Agreement.

Article 15 Matching, Level of Effort and Earmarking

Situation #1:

Situation #1- No requirement for matching, level of effort, or earmarking
No matching, level of effort, or earmarking requirement.

Article 16 Payment and Allowable Costs

Any grant funds not expended by Provider in the fiscal year need to be returned to Purchaser at the end of the calendar year.

Article 17 Records

Section 17.1 Maintenance of records

The Provider shall maintain and retain such records and financial statements as required by State and Federal laws, rules, and regulations.

Section 17.2 Access to records

The Provider shall permit appropriate representatives of the Purchaser to have timely access to the Provider's records and financial statements as necessary to review the Provider's compliance with Contract requirements for the use of the funding.

Article 18 Reporting

The Provider shall comply with the reporting requirements of Purchaser. All reports shall be in writing and, when applicable, in the format specified by the Purchaser. All reports shall be supported by the Provider's records (See Article 18 "Records"). All reports shall be hand delivered to the Purchaser or sent to the Purchaser via registered mail at the address listed in this contract.

The following reports are required:

Monthly:

- the total number of one-way passenger trips per reporting period by passenger type
- the total number of one-way passenger trips per reporting period by trip purpose.
- the total number of service hours per reporting period.
- the total number of service miles per reporting period.
- the total copayments received per reporting period.
- the total voluntary contributions received per reporting period.
- the total number of waivers granted per reporting period.

Semi – Annually:

- Wis Admin Code Trans §1.08(1) and (2) require the county to provide reports to WisDOT on a semiannual basis, therefore, the Provider needs to get the raw data to the Purchaser to complete and place in the report.

Article 19 Resolution of Disputes

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the Contract and Chapter 68, Wis. Stats.

Article 20 Renegotiation or Termination of this Contract

Section 20.1 Cause for Renegotiation or termination of this Contract

Provider's failure to comply with any part of this Contract may be considered cause for termination of this Contract.

Section 20.2 Renegotiation of this Contract

Either party may renegotiate this Contract. Renegotiation of this Contract must be agreed to by both parties by a written addendum signed by their authorized representatives.

Section 20.3 Termination of this Contract

Either party may terminate this Contract by a 60 day written notice to the other party.

Upon termination, the Purchaser's liability shall be limited to payments under the terms of the Contract for services provided by the Provider up to the date of termination. If the Purchaser terminates the Contract for reasons other than non-performance by the Provider, the Purchaser may, in its sole discretion, compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties. If the Purchaser terminates the Contract for the Provider's failure to comply with the Contract, the Provider may be liable for any additional costs the Purchaser incurs for replacement services.

Article 21 Services to be provided

Section 21.1 Description of services

For each eligible client referred by the Purchaser, the Provider agrees to provide the following services:

Rides will be provided to elderly persons (over age 55) and disabled persons living within the City of Berlin and within a five-mile radius around the city. Service shall be provided with an three (3) passenger, wheelchair lift equipped van. The services shall be a flexible, door-to-door service. Individuals wishing to schedule a ride must call the Berlin Senior Center to schedule the ride. Medical trips shall take priority over all others and all rides shall be scheduled on a first come first served basis. The service is fee based and can be reduced or waived by the project manager in cases where the rider is unable to pay.

The goal of the service is to promote the general public health and welfare by providing transportation services for seniors and individuals with disabilities, and to thereby improve and promote the maintenance of human dignity and self-sufficiency by affording the benefits of transportation services to those people who would not otherwise have an available or accessible method of transportation.

Section 21.3 Inability to provide quality or quantity of services

The Provider shall notify the Purchaser in writing and delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services. Upon such notification, the Purchaser and Provider shall determine whether such inability will require a change or termination of this Contract. (See Article 21 "Renegotiation or termination of the Contract.")

Section 21.4 Documentation of quality and quantity of services

The Provider shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, quality, and effectiveness of services rendered under the Contract. The Purchaser reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this Contract.

Section 21.5 Standards for performance in delivery of services

The Purchaser will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients. If the Provider fails to meet Contract goals and expected results, the Purchaser may reduce or terminate the Contract. When providing these services, the Provider agrees to meet the following standards of performance:

- A. Quarterly rider reports will be submitted by the 15th of April, July, October and January
- B. Annual financial reports will be submitted by January 31st.

Section 21.6 Assessing performance in delivery of services

The Purchaser retains sole authority to determine whether the Provider's performance under the Contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the Purchaser's care manager and contracting staff to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the Plan of Care and the Contract.
- B. Upon request by the Purchaser or its designee, the Provider shall make available to the Purchaser all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the Purchaser in its efforts to implement the Purchaser's quality improvement and quality assurance program.
- D. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the Purchaser. The Purchaser reserves the right to review and approve the Provider's client satisfaction assessment process, and to require the Provider to submit a corrective action plan to address concerns identified in the review.
- E. The Provider shall cooperate, with the Purchaser in implementing the Purchaser's program for assessing client satisfaction with services. The Purchaser reserves the right to require the Provider to submit a corrective action plan to address concerns identified in the review.
- F. The Provider shall submit all performance and other program reports listed below:
- G. [list the performance and other program reports here]

Article 22 Special Provisions for High Risk Contract

- *Not Applicable*

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS

By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

1. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
3. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
6. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part 9, subpart 9.4 and its principles:

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property;
 - c) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Contract.

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

MEMORANDUM OF AGREEMENT
BETWEEN THE GREEN LAKE COUNTY COMMISSION ON AGING
AND
CITY OF BERLIN

FOR JANUARY 1, 2019 THROUGH DECEMBER 31, 2019

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, 2019 to December 31, 2019, 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 \$ 25,583.00.

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

DATE: December 6, 2018

TO: Common Council

FROM: Jodie Olson

RE: Update on TID#02E Environmental Remediation Cleanup

Attached you will find the most recent correspondence from the State Bank of Chilton regarding the environmental clean-up process at TID#02E, the old David White property on Johnson Street. The remediation has been complicated and they are not yet to the level of receiving a close-out letter from the DNR. The developer's agreement allowed up to \$300k in remediation costs. They have now exceeded that amount, but we will reimburse only up to the \$300k. This is only an update for you and there is no action required from the Council.

RECOMMENDATION: Review environmental remediation update. No action required.

Jodie Olson

From: James P Burnett <burnett@CALUMETLAW.COM>
Sent: Wednesday, December 05, 2018 3:14 PM
To: Jodie Olson
Subject: RE
Attachments: DOC523.PDF

Jodie:

As an update on the Johnson Street Development, LLC property that is the subject of our Development Agreement with the City of Berlin, I would advise you that the receivership is still pending in front of Judge Mark Slate in the Circuit Court for Green Lake County.

As a beginning explanation, I attach the email of Tom Sweet of Moraine Environmental dated August 30, 2018, the environmental contractor from Fredonia who is handling the remediation of the Johnson Street property. As you can see, this is a very involved remediation. Although the groundwater results indicate a significant reduction in contaminant levels in the south treatment zone, we are not seeing a significant reduction in groundwater contaminant levels in the shallow monitoring wells in the south and east treatment zones. What has been recommended is additional investigating along the exterior building footings within the building interior south warehouse which will be authorized by the bank. The environmental remediator does not feel we could get a case closure by the Wisconsin Department of Natural Resources at our present status.

The history of this site is also quite involved. It is likely the problem arose because of a 300 gallon underground tank that stored solvents for the owner, who at the time was David White. It is located in the southeast quadrant of the building which is the newest part of the building. Because it is the newest part of the building, it could have been caused by drums that were stored there with leaks also. Bottom line is, there is still significant contamination in the southeast quadrant of the existing building and it plumes out on the Johnson Street Development, LLC property but also on to residential properties as noted previously. We are dealing with degreasing solvents.

The State Bank of Chilton has previously authorized a groundwater vapor extraction system which is working and is evaluated regularly. Further, there is a groundwater well at NW8, the location of the contamination. The bank is authorizing the work that would be necessary to investigate along the foundation footings for poolings of the solvents to identify the extent of the contamination under the building. Once they are able to extract a sufficient amount, then, as noted by Mr. Sweet in his email of August 13, 2018, we would look at a conditional closure being authorized by the Department of Natural Resources. We are certain the closure would require a cap over the area that still has contamination. The cap needs to be impervious and typically is constructed of asphalt or concrete. The footing of the building serves in part as a cap. However, there would be an additional en-cap required, typically asphalt or concrete, to protect from direct human contact.

Mr. Sweet can't predict with accuracy, even including a cap placed on the areas that seem to be the most problematic, mainly the south and east grassy areas of the southeast building section, and the building itself will partially serve as a cap. He recommends further investigation which will eventually lead to a long-term semi-annual groundwater monitoring commitment.

Eventually, after the environmental contractor performs the necessary remediation at a cost to the property owner, you request and eventually obtain what is called a no further action letter from the Department of Natural Resources.

What we are awaiting now from Moraine Environmental, is a plan going forward to get this property to the point that a closure letter could be excepted from the Department of Natural Resources. I know you have the

summary of the expenses that have been incurred which are substantial. We do appreciate the cooperation of the City of Berlin in the Development Agreement that we have reached and has been amended several times.

If there is anything further the City would like in the way of explanation, just let me know Jodie.

Thank you.

Jim

James P. Burnett
Burnett, McDermott, Jahn, King & DesRochers, LLP
50 East Main Street
P.O. Box 146
Chilton, WI 53014
PH (920) 849-9323
FAX (920) 849-9326
burnett@calumetlaw.com

This email message and any attachments may contain privileged information that is intended only for the use of the recipient(s) named above. If you have received this message in error, please notify us immediately and destroy the message. Any tax advice contained in this message and any attachments may not be used to avoid federal tax-related penalties or to promote, market, or recommend any tax-related matter.

James P Burnett

From: moraine@execpc.com
Sent: Thursday, August 30, 2018 3:29 PM
To: James P Burnett
Cc: hoerthd@statebankofchilton.com
Subject: Johnson Street Development - Update
Attachments: Data & Graphs 8-18.pdf

Jim,

In response to your August 14, 2018 request of groundwater sampling and overall project status updates, I provide the following:

The two most recent annual groundwater monitoring events (May 2017 and July 2018) were performed on 12 select site monitoring wells and piezometers. Chemical injections were completed in Fall 2015 (East Injection Zone) and Spring 2016 (South Injection Zone). Groundwater data tables, concentration -vs- time graphs, and a site figure are provided for your reference.

Moraine's review of groundwater results indicates a significant reduction in contaminant levels in shallow piezometer PZ-1A, in the south treatment zone near the south release source. The declining levels at PZ-1A are an indication that the injections have had a positive effect on the chlorinated volatile organic compounds (CVOCs) which are heavier than water and will sink downward through the water column. Other positives include the increased presence at most well locations of methane, ethene and ethene, and manganese which are geochemical parameter indicators that reductive dechlorination processes are working, to some extent.

However, we are not seeing a significant reduction in groundwater contaminant levels in the shallow monitoring wells in both the south and east treatment zones. This is likely due to solvent product and/or highly impacted soil/groundwater yet remaining within the building foundation footing backfill and possibly below the concrete slab in the southeast building area. Sub-slab vapor data collected in 2015 indicated tetrachloroethene (PCE) and trichloroethene (TCE) at vapor levels 41-160 times greater than the large commercial building standards established by the WDNR, an indication that a significant soil/groundwater contaminant source remains. We recommend additional investigative efforts along the exterior building footings and within the building interior south warehouse to help define the extent of highly impacted soil and groundwater followed up with a possible recommendation for additional chemical treatment locations (likely within both the interior and exterior of the building) once the new data is evaluated.

Moraine does not believe the current groundwater data and trends in conjunction with vapor and soil data results would allow for a case closure consideration by the WDNR, with lack of definition and the apparent need to yet reduce the contaminant source. We have not been given permission to investigate along the foundation footings for pooling of the solvents, but would like to request so with State Bank of Chilton.

Jim, unfortunately we do not see a short-term resolution at Johnson Street Development. Additional investigative and remedial work (potential additional chemical treatment as described above, if the solvent concentrations are determined to be excessive) are required. In addition, there are shallow soil contaminants in the direct contact zone (upper four feet of soil column) along the south and east grassy areas of the southeast building section at levels above WDNR standards which will require a cap, which has always been in the plan for closure. The cap needs to be impervious and typically is constructed of asphalt or concrete and will protect from human direct contact. The cap will also reduce rainwater infiltration through the overlying contaminated soils and reduce the contaminant effect to the shallow groundwater table. Once the additional investigation,

potential chemical injections, and cap installation on the outside of the warehouse are completed the WDNR may allow State Bank of Chilton to enter into a long-term semi-annual groundwater monitoring commitment. Case closure would not be completed until all mandated groundwater monitoring is satisfied, and we show continued downward trends.

Thanks, Jim.

Please call with questions.

Tom

BURNETT, McDERMOTT, JAHN, KING & DESROCHERS, LLP

JAMES P. BURNETT
Court Commissioner
DEREK McDERMOTT
GARY N. JAHN
ANDREW J. KING
MARK S. DESROCHERS

ATTORNEYS AT LAW
50 EAST MAIN STREET
P.O. BOX 146
CHILTON, WI 53014
(920) 849-9323 • FAX (920) 849-9326

HELMUTH F. ARPS 1916-1947
DONALD E. BONK 1937-1988
ROBERT W. LUTZ 1951-2007

November 30, 2018

Via U.S. Mail and Email: jolson@cityofberlin.net
Ms. Jodie Olson
City of Berlin Administrator
108 North Capron Street
P.O. Box 272
Berlin, WI 54923

RE: Johnson Street Development LLC

Dear Jodie:

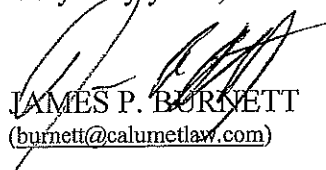
I am enclosing herewith a summary of invoices of the State Bank of Chilton involving the remediation of the Johnson Street property in Berlin. There are two additional invoices that we haven't supplied before. They are May 30, 2018 in the amount of \$20,2810.00 to Radon Reduction Specialists and October 4, 2018 in the amount of \$11,814.55 to Moraine Environmental.

The State Bank of Chilton has billings which total \$300,606.34 and thus far have been reimbursed \$114,611.01. The reference to (\$606.34) is given the fact that we have exceeded the eligible amount under the Fifth Amendment to the Development Agreement. The amount due the State Bank of Chilton is \$185,388.99.

If you need anything further, please advise.

Thanks.

Very truly yours,


JAMES P. BURNETT
(burnett@calumetlaw.com)

JPB/bas

Enclosure

State Bank of Chilton Paid Invoices
268 S. Johnson Street Berlin, WI

			Payable	
12/31/2008	\$ 4,490.00	Reimbursed	Moraine Environmental	\$ 4,490.00
4/7/2010	\$ 5,112.50	Reimbursed	Moraine Environmental	\$ 5,112.50
2/18/2012	\$ 4,775.25	Reimbursed	Moraine Environmental	\$ 4,775.25
3/18/2012	\$ 1,053.75	Reimbursed	Moraine Environmental	\$ 1,053.75
11/5/2014	\$ 6,332.50	Reimbursed	Moraine Environmental	\$ 6,332.50
12/9/2014	\$ 13,042.73	Reimbursed	Moraine Environmental	\$ 13,042.73
2/9/2015	\$ 7,804.28	Reimbursed	Moraine Environmental	\$ 7,804.28
12/17/2015		\$42,611.01	From the City of Berlin	\$0.00
4/17/2015	\$20,816.79		Moraine Environmental	\$20,816.79
6/10/2015	\$14,306.52		Moraine Environmental	\$35,123.31
6/23/2015	\$20,254.76		Moraine Environmental	\$55,378.07
9/28/2015	\$6,563.36		Moraine Environmental	\$61,941.43
11/2/2015	\$71,340.69		Provectus Environmental	\$133,282.12
11/30/2015	\$9,610.04		Moraine Environmental	\$142,892.16
2/26/2016	\$36,513.07		Moraine Environmental	\$179,405.23
4/8/2016	\$1,003.16		Moraine Environmental	\$180,408.39
4/8/2016	\$62.50		Moraine Environmental	\$180,470.89
6/10/2016	\$18,123.36		Moraine Environmental	\$198,594.25
9/2/2016	\$9,294.63		Moraine Environmental	\$207,888.88
10/21/2016	\$7,579.49		Moraine Environmental	\$215,468.37
5/9/2017	\$3,612.50		Moraine Environmental	\$219,080.87
6/28/2017	\$6,819.91		Moraine Environmental	\$225,900.78
12/1/2017		\$72,000.00	From City of Berlin	\$153,900.78
5/30/2018	\$20,280.00		RADON REDUCTION SPECIALISTS	\$174,180.78
10/4/2018	\$11,814.55		MORaine ENVIRONMENTAL	\$185,995.33

Total	Reimbursed	Less: Amount over \$300,000	Outstanding
\$ 300,606.34	\$114,611.01	\$ (606.34)	\$ 185,388.99

Invoice

Invoice # 2012 Date 8/15/2018

Due Date 9/14/2018



Moraine Environmental, Inc.
766 Tower Drive
Fredonia, WI 53021
Phone: 262-692-3345
Email: moraine@execpc.com

Bill To
State Bank of Chilton Damian Hoerth 26 E Main Street Chilton, WI 53014

Site Address	City, State	Prj. No.	Prj. Mgr.
268 South Johnson Street	Berlin, WI	4291	TCS

Description	Serviced	Employ...	Qty	Rate	Amount
Work in Progress. Installation of one 15 foot NR141 Monitoring Well, Groundwater Sampling Event, Research, Data Review, Table and Figure Updates.					
Data review, RNA documents, DNR review, Prep summary to chemical supplier for review.	8/7/2017	DL	1	125.00	125.00
Data review, RNA documents, DNR review, Prep summary to chemical supplier for review.	8/9/2017	DL	0.5	125.00	62.50
Data review, RNA documents, DNR review, Prep summary to chemical supplier for review.	8/11/2017	DL	2	125.00	250.00
Semi Annual Report to the WDNR-Required Until Closure	1/2/2018	TCS	0.5	125.00	62.50
Correspondence with Damian	2/26/2018	TCS	0.25	125.00	31.25
Correspondence with Damian	2/27/2018	TCS	0.75	125.00	93.75
Compose Short Term Work Scope	3/12/2018	TCS	3	125.00	375.00
Data review, prepare new work scope	5/29/2018	DL	0.75	125.00	93.75
Data review, prepare new work scope	5/30/2018	DL	0.75	125.00	93.75
Attend meeting with Damian.	5/30/2018	TCS	3.5	105.00	367.50
CADD File Locate and Review	6/12/2018	CD	0.25	75.00	18.75
Compose New Work Scope Proposal	6/12/2018	TCS	0.5	125.00	62.50
Schedule Well	6/19/2018	TCS	0.5	125.00	62.50
Prep , travel to site, install well.	7/5/2018	DL	0.75	105.00	78.75
Prep , travel to site, install well.	7/6/2018	DL	5.5	105.00	577.50
Prepare for sampling event.	7/9/2018	CD	0.75	75.00	56.25
File and data review.	7/11/2018	DL	1.5	125.00	187.50
Prepare for sampling event.	7/13/2018	CD	1	75.00	75.00
Prep for sampling event.	7/16/2018	CD	1	75.00	75.00
Mobilize to site, conduct sampling event.	7/17/2018	CD	11.5	75.00	862.50

Total

Payments/Credits

Balance Due

Invoice

Invoice # 2012 Date 8/15/2018

Due Date 9/14/2018



Moraine Environmental, Inc.
766 Tower Drive
Fredonia, WI 53021
Phone: 262-692-3345
Email: moraine@execpc.com

Bill To
State Bank of Chilton Damian Hoerth 26 E Main Street Chilton, WI 53014

Site Address	City, State	Prj. No.	Prj. Mgr.
268 South Johnson Street	Berlin, WI	4291	TCS

Description	Serviced	Employ...	Qty	Rate	Amount
Mobilize to site, conduct sampling event.	7/18/2018	DL	11.5	105.00	1,207.50
Compose status update.	7/23/2018	TCS	0.25	125.00	31.25
Compose status update.	7/24/2018	TCS	1.5	125.00	187.50
Update data tables.	7/25/2018	CD	2.25	75.00	168.75
Data review.	7/25/2018	DL	0.75	125.00	93.75
Update data tables.	7/26/2018	CD	2.5	75.00	187.50
Data review.	7/26/2018	DL	0.5	125.00	62.50
Review data, update tables.	7/31/2018	CD	1.5	75.00	112.50
Review data, update tables.	8/1/2018	CD	4.5	75.00	337.50
Update Data Tables	8/2/2018	DL	2.5	125.00	312.50
Update Data Tables	8/3/2018	DL	4.5	125.00	562.50
12-300.0 IC Anions, Dissolved, 12-5310C Total Organic Carbon, 12-6010 MET ICP, Dissolved, 12-8260 MSV, 12-Methane, Ethane, Ethene, 12-WetLab Filtration Table Updates	8/2/2018	Pace	1.15	2,502.00	2,877.30
Table Updates	8/6/2018	DL	0.5	125.00	62.50
Table Updates	8/7/2018	DL	2	125.00	250.00
Update data tables.	8/8/2018	CD	0.75	75.00	56.25
Update data tables.	8/10/2018	CD	0.5	75.00	37.50
Mobilize to site, drill one NR 141 well to 15 feet, set with stickups. Drum and dispose of cuttings.	7/6/2018			1,656.00	1,656.00

Total \$11,814.55

Payments/Credits \$0.00

Balance Due \$11,814.55

Radon Reduction Specialists

Jerry Weyer
6007 Hartlaub Lake Rd.
Manitowoc, WI 54220

Invoice

Date	Invoice #
5/24/2018	4579

Bill To
Kyle Kees kkees@statebankofchilton.com

Terms
Due on receipt

Description	Rate	Amount
<p>The following is an invoice for a V.O.C. system to mitigate the green striped area (on the map) at 268 South Johnson Street located in Berlin, WI.</p> <ul style="list-style-type: none"> - 5 high suction fans (GP501) used. - 17 suction points. - Pipe routing hung from the roof supports. - Scissor lift rental. - Electrical work completed by Hoehne Electric. 	20,280.00	20,280.00
Please call me with any questions at 1-800-323-2140.		Total \$20,280.00
		Payments/Credits \$0.00
		Balance Due \$20,280.00

RESOLUTION #18-15

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN
ESTABLISHING WAGE ADJUSTMENT
FOR
NON-UNION EMPLOYEES & ELECTION INSPECTORS FOR 2019

WHEREAS, the Common Council of the City of Berlin did approve a 2.0% wage increase for all qualified non-union personnel with a full-time or part-time status with the 2019 budget; and

WHEREAS, the Common Council of the City of Berlin did approve a 2019 wage rate of \$9.00/hour for Election Inspectors;

NOW, THEREFORE BE IT RESOLVED, that the salaries for all affected positions budgeted for accordingly, be increased by 2.0% for 2019 and Election Inspectors wage rate be increased to \$9.00.

PASSED, ADOPTED, AND APPROVED, this 11th day of December 2018.

Roll Call Vote:

___ Ayes ___ Nays ___ Absent

CITY OF BERLIN

Approved as to form:

Mayor

City Attorney

Attest:

City Clerk

CITY OF BERLIN
Policy on Filling Mayor and Common Council Vacancies
(Updated December 15, 2009)

According to Wisconsin State Statutes Sec. 17.23(1)(a), vacancies in the office of mayor and alderperson in second, third and fourth class cities are filled by appointment by the common council. ~~In the office of mayor, the person appointed to fill a vacancy shall serve for the residue of the unexpired term unless a special election is ordered by the common council, in which case the person appointed shall serve until his or her successor is elected and qualified.~~ **In the office of alderperson, the person appointed shall hold office until a successor is elected and qualified. Unless otherwise ordered by the common council, a successor shall be elected for the residue of the unexpired term on the first Tuesday of April next after the vacancy happens, in case it happens later than December 1 preceding the first Tuesday in April, but if the vacancy happens after December 1 preceding the first Tuesday in April and before that day, then the successor shall be elected on the first Tuesday in April of the next ensuing year.** The common council may, if a vacancy occurs before June 1 in the year preceding expiration of the term of office, order a special election to fill a vacancy to be held on the Tuesday after the first Monday in November following the date of the order. A person so elected shall serve for the residue of the unexpired term. The statutes do not set forth a specific procedure by which appointments of the common council must be made. Since no method of appointment is prescribed in the statutes, municipal governing bodies may determine their own procedure for nominating candidates and selecting a person to fill the vacancy.

The following policy is established as a set procedure for the Berlin common council to use in filling mayoral and aldermanic vacancies. This policy is adopted by resolution by the common council, and may be reviewed and revised at the discretion of the common council. Once a vacancy occurs, the following process will be followed:

1. **Nomination Process.** Nominations will be received from the floor of the common council at the nomination meeting, and will be only from the pool of eligible applicants who timely submit an application under paragraph 3 below.
2. **Public Notification.** The vacancy will be noticed in the Official City Newspaper requesting applications for the position via a Class 1 notice. The vacancy will also be noticed in a minimum of three public places as well as on the City's designated cable channel. This notice will include a deadline date for applications, which will be at least one week prior to the nomination meeting.
3. **Nomination and Application Requirements.** Applicants will be required to submit a completely filled out Board, Committee, Commission & Common Council Application Form, which is on file at the Clerk's office. A resume will also be requested as part of the application. The application deadline will be one week prior to the nomination meeting. Only applications received by the published deadline will be considered for common council nomination. Nominations will be based on these applications. No

nominations will be considered that have not gone through the appropriate application process.

4. **Multiple Nominations.** In the case of more than two nominations, if after a vote of the common council no applicant receives the requisite majority to be elected, the two highest vote getters will be automatically nominated for a final election of the common council.
5. **Selection Process.** Applicants will be notified of the nomination meeting and requested to attend. During the nomination and selection process, the common council may interview applicants at its discretion. Interview questions will be established by the common council in advance, and will be the same for all applicants. The common council shall then vote on the nominations. If a nominee receives a vote representing a majority of the entire common council (currently 4 votes), then that nominee shall be the newly elected alderperson. If a nominee receives a vote of less than a majority of the entire common council, but a majority of those members present, or by virtue of a tie breaker vote by the mayor (assuming the office of mayor is not the vacant position being filled), then that nominee shall become the final candidate, whereby a final vote shall be held to approve or disapprove of that final candidate. To become elected, the final candidate must receive a final approval vote of majority of the entire common council.