

**AGENDA
COMMITTEE OF THE WHOLE MEETING
BERLIN, WISCONSIN
TUESDAY, DECEMBER 3, 2019 - 7:00 P.M.
COUNCIL CHAMBERS - BERLIN CITY HALL**

1. Call to order.
2. General Public Comments. Registration card required (located at podium in Council Chamber).
3. Approval of Minutes. RECOMMENDATION: Approve the November 5, 2019 Committee of the Whole minutes.
4. 2020 Senior Transportation Purchase of Service Contract. RECOMMENDATION: Recommend to Common Council to approve the 2020 Purchase of Service Contract-CY2020 with Green Lake County Department of Health & Human Services and authorize the appropriate signatures.
5. 2020 Berlin Senior Center Agreement for Senior Nutrition. RECOMMENDATION: Recommend to Common Council to approve the CY2020 Agreement Between Green Lake County DHHS and the City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures.
6. Municipal Court Ordinance. RECOMMENDATION: Recommend to Common Council to approve an ordinance Amending the Code of Ordinances Relating to the Establishment of a Municipal Court.
7. Municipal Court Intergovernmental Agreement. RECOMMENDATION: Recommend to Common Council 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, the Towns of Empire, Osceola, Oakfield, 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, 2020.
8. Review and discuss whether parcel 206-01031-0000 is no longer needed for park or public purposes and make recommendation as to sale or disposition of land to Common Council. RECOMMENDATION: Discuss and action as appropriate.
9. Motion to convene into closed session pursuant to Sec 19.85(1)(e), of the WI Statutes, to deliberate or negotiate the purchase of public property, investment of public funds or conduct other specified public business, whenever competitive or bargaining reasons require a closed session. (Discussion on negotiations for Paramedic Intercept Services Agreement with SGLC Ambulance Service) and only *if necessary*, to review Nov 5, 2019 closed session minutes relating to the following: (1) Discussion on Existing Developers Agreement with Johnson Street Development LLC for TID#02E; 2) Potential Developers Agreement with International Investment Group Corp. in regard to various parcels in the City and Parcel 206-01031-0000; 3) Discussion on negotiations for Paramedic Intercept Services Agreement with SGLC Ambulance Service; and 4) Discussion on individual employee work performance and related wage as it pertains to budgeting.
10. Reconvene into open session and take appropriate action as a result of closed session discussion.
11. Adjourn.

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

Posted 11/26/19 at 9:30 a.m. SA

DATE: December 3, 2019

TO: Committee of the Whole

FROM: Jodie Olson

RE: 2020 Senior Transportation Purchase of Service Contract

BACKGROUND: We annually sign agreements with Green Lake County in order to receive reimbursement through 8521 funds for the Senior & Handicap Transportation expenses. The Purchase of Service Contract indicates the funding amount and requirements to receive the funding. The 2020 agreement will fund \$28,383 for our transportation program.

RECOMMENDATION: Recommend to Common Council to approve the 2020 Purchase of Service Contract-CY2020 with Green Lake County Department of Health & Human Services 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 12, 2019

To Whom This May Concern:

Enclosed you will find the 2020 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,

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
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 Fax #: (920)-294-4139
glcdhhs@co.green-lake.wi.us

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: \$28,383
Services to be Provided: Transportation Services
Contract Period: January 1, 2020 – December 31, 2020

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

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, 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 2018-2021 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.

- I. 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)

DATE: December 3, 2019

TO: Committee of the Whole

FROM: Jodie Olson

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

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

The Nutrition program has a budget of \$35k and we recoup \$20-\$25k of that in grant funding thru Green Lake County.

RECOMMENDATION: Recommend to Common Council to approve the CY2020 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; PO Box 588
Green Lake, WI 54941-0588
Phone: 920-294-4070
Fax: 920-294-4139
Email: glcdhhs@co.green-lake.wi.us



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

2020 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 Fax #: (920)-294-4139
glcdhhs@co.green-lake.wi.us

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, 2020 – December 31, 2020

AGREEMENT

This agreement made the 1st of January 2020 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 a thirty (30) days written notice.
7. Forward the Program an accounting, itemized by day, for all meals served for the month. COUNTY shall within 30 days of the receipt of such accounting shall pay COMPANY for such meals at the per meal price.
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.

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 with Wisconsin Statutes 893.80, 895.52 and 345.05.

BY: Green Lake County

BY: City of Berlin

Catherine J. Schmit
County Administrator
Date: _____

Jodie Olson
City Administrator
Date: _____

DATE: December 3, 2019

TO: Committee of the Whole

FROM: Jodie Olson

RE: Municipal Court Ordinance and Municipal Court Intergovernmental Agreement

BACKGROUND: The Town of Oakfield in Fond du Lac County is joining Lakeside Municipal Court (LMC) as of January 1, 2020. This requires an updated Intergovernmental Agreement and an amendment to the Municipal Court Ordinance.

The City of Fond du Lac inserted language in their ordinance to provide automatic flexibility for future additions/deletions of participating municipalities. I asked the City Attorney to incorporate this language in our Code as well. This will eliminate the need to change the ordinance every time a municipality enters or leaves LMC; however, the Intergovernmental Agreement will still need to be amended with any changes in the future.

RECOMMENDATIONS:

Municipal Court Ordinance. RECOMMENDATION: Recommend to Common Council to approve an ordinance Amending the Code of Ordinances Relating to the Establishment of a Municipal Court.

Municipal Court Intergovernmental Agreement. RECOMMENDATION: Recommend to Common Council 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, the Towns of Empire, Osceola, Oakfield, 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, 2020.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES
RELATING TO THE ESTABLISHMENT OF A MUNICIPAL COURT

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

Section 1-19(a) of the Code of Ordinances of the City of Berlin shall be repealed and recreated as follows:

Sec. 1-19. – Municipal Court

(a) Municipal Court Created

Court Established: Pursuant to the authority granted by § 755.01(4), Wis. Stats., or as subsequently amended, there is hereby created and established a Municipal Court to be designated "Lakeside Municipal Court," serving the cities of Fond du Lac and Ripon, villages of Brandon, Campbellsport, Fairwater, North Fond du Lac, Oakfield and Rosendale and the towns of Empire, Osceola, Ripon, Taycheedah and Oakfield in Fond du Lac County, the City of Berlin in Green Lake and Waushara counties, the cities of Green Lake, Markesan and Princeton in Green Lake County, and any other local governmental unit which adopts a similar version of this chapter as a member of the Lakeside Municipal Court. Said Court shall become operative and functional after the member of the Lakeside Municipal Court passes a version of the ordinance described in this section.

All remaining subsections of Sec. 1-19 of the Code of Ordinances of the City of Berlin shall remain in full force and effect.

This ordinance shall be published as required by law, but shall not take effect until the later of the following dates:

1. The day after publication; or
2. January 1, 2020

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.

Passed, approved and adopted this ____ day of _____, 2019.

ROLL CALL VOTE:

CITY OF BERLIN:

____ AYES
____ NAYS
____ ABSENT

BY: _____
Richard D. Schramer, Mayor

APPROVED AS TO FORM:

ATTEST:

Jodie Olson, City Clerk

Matthew G. Chier, City Attorney

**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 THE TOWNS OF EMPIRE, OAKFIELD, OSCEOLA, RIPON AND TAYCHEEDAH
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**

I. PREAMBLE

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

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

A. Operational Court Services

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

B. Personnel

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

C. Location and Equipment

The Village of North Fond du Lac shall provide sufficient court office space, as required pursuant to Section 755.09, Wis. Stats. and storage, as well as computers, up-to-date programs and software and other office equipment as deemed necessary to provide court services to member municipalities.

D. Cooperation

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

III. RESPONSIBILITIES OF MEMBER MUNICIPALITIES

- A. Each member municipality shall provide to the court electronic data in a form compatible with the court computer software.
- B. Each member municipality where court services are held shall provide armed court security for the times during which court is in session.
- C. Member municipalities shall cooperate in the collection of forfeitures by the court. The collection of penalties and surcharges will be in accordance with the requirements of Section 757.05(1)(c), (2), Wis. Stats.

IV. FINANCES

- A. Each member municipality agrees that the Village of North Fond du Lac may retain court fees collected for each citation disposed of by the court as allowed by the State of Wisconsin to offset operating expenditures. No court fees shall be collected from member municipalities in cases where a forfeiture has been assessed against a defendant in which the court has been unable to collect said forfeiture.
- B. It is agreed that funds in excess of operating expenses will be retained by the Village of North Fond du Lac and that any expenditures exceeding expenses will be absorbed by the Village of North Fond du Lac. The budget of the municipal court shall be separate from or contained on a separate line from, the budget or line items of all other North Fond du Lac Departments as required under Section 755.01(1), Wis. Stats.
- C. All forfeitures collected by the court for member municipalities shall be remitted to the municipalities in accordance with state statute.
- D. The court agrees to vigorously attempt to collect all outstanding forfeitures utilizing statutorily permitted means available to the court.

V. LOCATIONS OF COURT SESSIONS

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

VI. COURT EXECUTIVE COMMITTEE

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

This Agreement shall commence January 1, 2020. Any party may, with 180 days written notice and at the end of the judge's term, provide notice of termination of its participation in this Agreement. Notice of termination must be in writing and delivered by personal service or by certified mail, return receipt requested, to the clerk of the other municipalities and to the court.

Adopted this _____ day of _____, 20_____

City / Village / Town Official

Attest: _____
Clerk

DATE: November 25, 2019

TO: Committee of the Whole

FROM: Lindsey Kemnitz

RE: Review and Discuss Parcel 206-01031-0000

BACKGROUND: Review and discuss whether parcel 206-01031-0000 is no longer needed for park or public purposes and make recommendation as to sale or disposition of land to Common Council.

RECOMMENDATION: Discuss and action as appropriate.

History of the Area

- 1945 the City purchased parcel on the Fox River and West Cumberland Street for Sewage Disposal Plant from Charles and Mattie Mood (Currently the south shelter house and now Cumberland Street to Wisconsin Street)
- North Park Subdivision was approved in 1946. Attached is the plat.
- January 31st, 1949 land identified as “park”, “memorial overlook” , lot one of block C, and north 80 feet of lot of block C was donated to the City for roadways, public park, and erection of public building from North Park Development Company.
- November of 1967 Comprehensive Plan. This report represents the first plan for guiding the development and growth of the City, including both public and private efforts for the next 20 years. The plan was formed with the assistance of the citizens, citizen advisory committee, plan commission, Common Council for six months. Attached are the current land use, future land use, and park and open space maps. These maps identified the parcel for residential development. The park and open space map did not include this parcel.
- 1976 Berlin Parks and Recreation Plan was completed. The map identified Riverside Park by W. Cumberland along the Fox River. It does not include the parcel by River Dr. and Wisconsin St. (map included) The plan identified recommendations and within there it mentions acquisition of the west side of the Fox River, the use of the existing sewage treatment plan for parks and recreation department building. This plan also discusses neighborhood parks and identified the need for parks and playgrounds in the southeast and western regions of the City. The plan mention the property acquired for the new sewage treatment plan and that is allows significant recreational potential (N. Business Park).
- Riverside Park Site Plan was prepared by James Ash the Director of Park and Recreation in 1988 that identified the area as residential (site plan attached)
- 1989, the parks and recreation plan was updated with same map that was presented in the 1976 report.
- March of 1992, the open space and recreation plan did not include the parcel in existing parks and recreation facilities. Within the action program within the plan, it did not mention this parcel for future recommendations.
- November of 1993, the comprehensive plan had an overall development plan map, which identified these parcels as high density residential.
- June of 1997, open space and recreation plan added the parcel as part of Riverside Park, but did not have mention anything related to this parcel for future needs of the park.
- June of 2002 the open space and recreation plan was updated and include the parcel as part of Riverside Park. It did not mention anything in the report for future use of the parcel. Revisions were made in 2008, 2010, and 2012 that included the same map.
- January of 2003, the comprehensive plan had current land use, future land use map, and zoning map. Both of the maps identified the property as residential.
- Current land use, future land use, and zoning map identify this parcel for residential development.

- The lot could be divided into two buildable lots. The lot could be split in the middle and both of the lots would be greater than 8,000 sq ft and have a minimum width of 66 feet.

City had a developer approach them considering purchasing the end parcel as they were looking to purchase other lots in the block for residential development. The parcel had restrictions as the deed states it was donated for public roadway, public park purpose, or erection of public building. As the parcel was donated from a corporation, we tried to determine who the owners of the corporation were or their heirs. As we could not determine the owners, the heirs could not be determined either. The city followed the legal process that included publication in the paper and lawsuit to allow any known heirs to come forward for the North Park Development. The deed that was in the packet earlier had signatures from officers of the corporation, but it did not identify the shareholders/ owners. No heirs came forward so Judge Slate issued a default judgement to remove the restrictions.

As I provided you the history of the park and the area, I have not been able to determine the intended use of the parcel. From 1967 to 1997, the parcel was identified for residential use. 1997 the parcel was included in the park and recreation plans as park of Riverside Park and still is today. The comprehensive plan has consistently had the parcel identified as residential.

Currently the parcel of land can be used for R-2 residential as that is the current zoning. Before the sale of a parcel of land the City owns, the plan commission reviews it to determine if there is a public purpose for the parcel and then provides a recommendation to the Common Council. The Council then will review the recommendations from Plan Commission and Park and Recreation Commission in December.

Regional trends in park and recreational spaces are typically 10 acres per thousand people. According to the current open space and recreation plan the City of Berlin has a total of 336.67 acres. With a population of about 5,500, Berlin should have about 55 acres of park and recreation land which we are greatly exceeding.

Park & Recreation Commission reviewed the parcel and recommended to keep the parcel.

Plan Commission is reviewing this on Tuesday 11-26-19 I will provide an update at the meeting.

Questions to Consider:

On the original plat from 1946, lot 1 and 2 were not identified as “park” unlike the area across the road that is currently for Riverside Park. Why?

The wastewater treatment plant was built in 1952, was the parcel included in the donatation for office building or main utility lines going to the plant?

Why did the parcel get added as park of Riverside Park in 1997?



NUMBER: This Indenture, Made this 16th day of November, A. D., 1945,
 142100 between Charles R. Moody and Mattie Moody, husband and wife, of the City of Berlin
Green Lake County, Wisconsin part Y of the first part, and
The City of Berlin, Green Lake County, Wisconsin, a Corporation duly organized and
 existing under and by virtue of the laws of the State of Wisconsin, located at Berlin, Wisconsin part Y of the second part.

WITNESSETH, That the said part 16th of the first part, for and in consideration of the sum of
Five Hundred and no/100 Dollars
 to them in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, has VE
 given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release,
 alien, convey and confirm unto the said part Y of the second part its SUCCESSORS and assigns forever, the following described real
 estate, situated in the County of Green Lake and State of Wisconsin, to-wit:

Commencing at the South east (SE) corner of the North east (NE) quarter of Section four
 (4), Township seventeen (17) north of Range thirteen (13) east; thence north sixty six (66)
 feet; thence west nine hundred and ninety (990) feet; thence north thirte hundred and
 thirty (330) feet; thence west one hundred ninety five (195) feet more or less to Fox
 River; thence southwesterly up along said Fox River to the quarter Section line; thence
 east to the point of beginning.

TOGETHER, with all and singular the hereditaments and appurtenances thereto belonging or in any wise appertaining; and all the estate, right,
 title, interest, claim or demand whatsoever, of the said part 16th of the first part, either in law or equity, either in possession or expectancy of, in and to the
 above bargained premises, and their hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises as above described with the hereditaments and appurtenances, unto the said part Y of the second
 part, and to its SUCCESSORS and assigns FOREVER.

AND THE SAID Charles R. Moody and Mattie Moody, his wife

for themselves and their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the
 said part Y of the second part its SUCCESSORS and assigns, that at the time of the executing and delivery of these
 presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and
 indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever, except a
mortgage on which there is due the sum of \$4300.00 to Farmers & Merchants Bank of Berlin,
Wisconsin, upon which the said parties of the 1st part agree to obtain a partial release,
releasing the property hereby conveyed from said mortgage
 and that the above bargained premises in the quiet and peaceable possession of the said part Y of the second part, its SUCCESSORS and assigns
 against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said parties of the first part do VE hereunto set their hand and seal this 16th
 day of November, A. D., 1945.

Signed and Sealed in Presence of

Agnes Piekazaki

Wm. F. Kerkey

Charles R. Moody (SEAL)

Mattie Moody (SEAL)

Mattie Moody (SEAL)

Mattie Moody (SEAL)

STATE OF WISCONSIN,
Green Lake County, } ss.

Personally came before me, this 16th day of November, A. D., 1945,

the above named Charles R. Moody and Mattie Moody his wife

to me known to be the person who presented the foregoing instrument and acknowledged the same.

Received for Record this 17th day of

November, A. D., 1945, at 9:40 o'clock A.M.,

Leonard A. Kueper
 Register of Deeds.

Deputy.

Don S. Grota

Notary Public, Green Lake County, Wis.

My Commission expires July 28, A. D., 1946

This Indenture, Made this 31st day of JANUARY, A. D., 1940,

between The North Park Development Company

a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Berlin

The City of Berlin, a corporation existing under the laws of the State of Wisconsin part 2 of the second part.

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Dollar and other good and sufficient consideration

to it paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has given, granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does give, grant, bargain, sell, make, release, alien, convey and confirm unto the said party of the second part, its heirs and assigns forever, the following described real estate, situated in the County of GERMON LAKE and State of Wisconsin, to-wit:

lot numbered one (1) and the north eighty (80) feet of lot numbered two (2) in Block "A" of North Park Addition to the City of Berlin labeled "Park", including the "Memorial Overlook" and its approaches. This property is conveyed for public use to be used for roadways, public park purposes and for the erection of public buildings.

(No revenue stamps required as the consideration is less than One Hundred (\$100.00) Dollars.)

Together with all and singular the benefits and appurtenances thereto in any way appertaining and attaching, right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, either in possession or expectancy, it is and is the above bargained, sold, aliened, conveyed, confirmed, granted, bargain, sold, aliened, conveyed and confirmed unto the said party of the second part, and its heirs and assigns forever.

600

Vol 119 Page 600

And the said North Park Development Company party of the first part, for itself and its successors, does covenant, grant, bargain and agree to and with the said part of the second part, its heirs and assigns, that at the time of the sealing and delivery of these

presents it is well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever;

and that the above bargained premises in the quiet and peaceable possession of the said part of the second part, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, it will forever WARRANT and DEFEND.

In Witness Whereof, the said North Park Development Company party of the first part, has caused these presents to be signed by August Voeltner, Vice-President, and countersigned by L. J. Walker, its Secretary, at Berlin, Wisconsin, and its corporate seal to be hereunto affixed, this 31st day of January, A. D., 1949.

Signed and Sealed in Presence of

Marilyn Hanneman
Marilyn Hanneman

Dorothy James
Dorothy James,
State of Wisconsin,

Green Lake County

North Park Development Company
August Voeltner Corporate Seal
August Voeltner Vice-President
L. J. Walker L. J. Walker Secretary

Personally came before me, this 31st day of January, A. D., 1949,

August Voeltner, Vice-President, and L. J. Walker, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Vice-President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers of said Corporation, by its authority.



Notary Public, Green Lake County, Wis.

My Commission expires September 28, A. D., 1952

No. 126197

North Park Development

Company, Inc.

to

County of Berlin, Inc.

WARRANTY DEED

RECORDERS OFFICE
STATE OF WISCONSIN

County

Filed for record this 2 day of

A. D. 1949

at 2 o'clock P. M. and recorded in

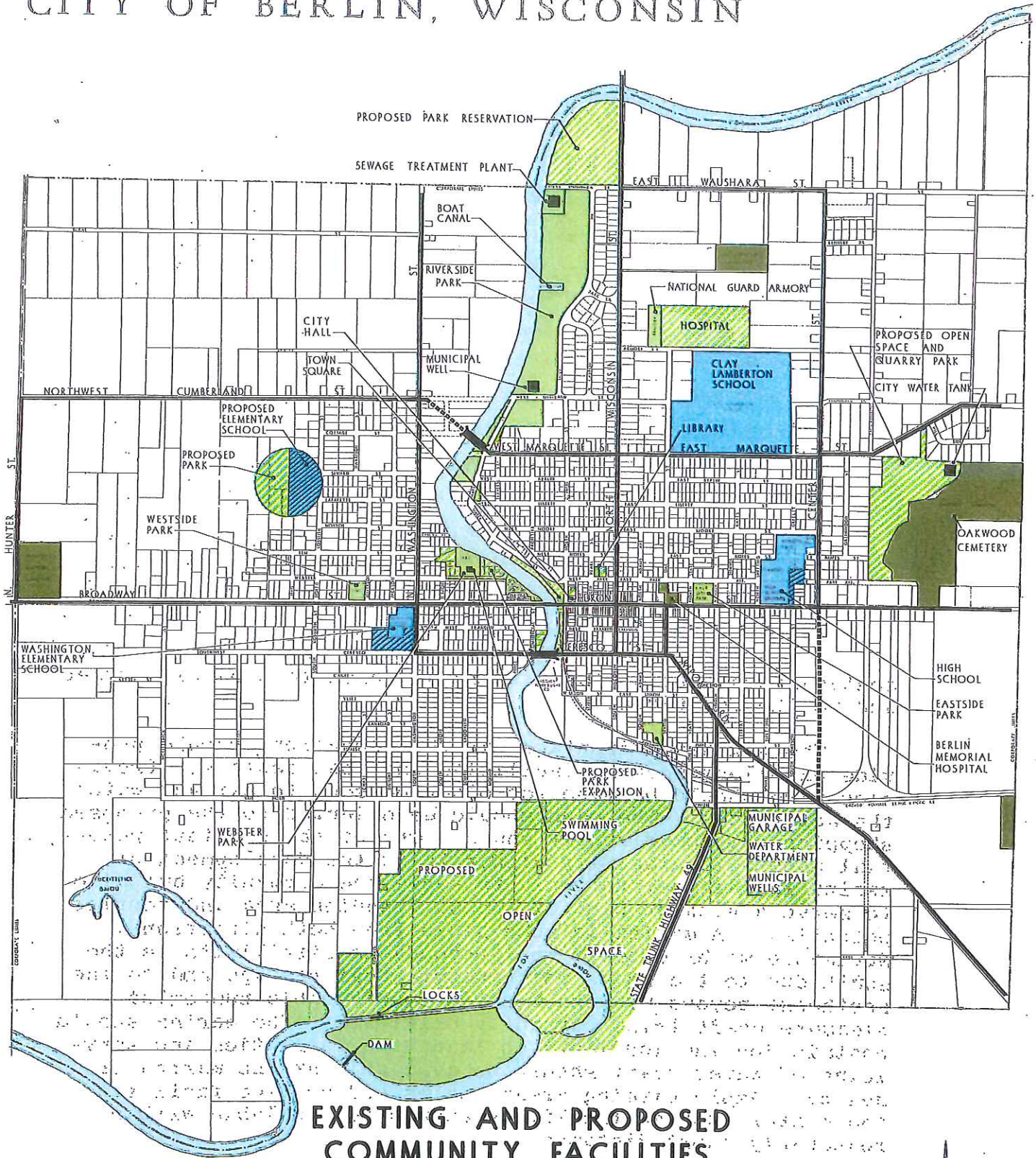
Vol 119 of Deeds on page 288

L. J. Walker

Register of Deeds

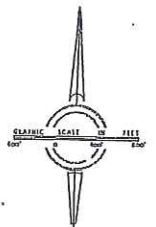
Deputy

CITY OF BERLIN, WISCONSIN



EXISTING AND PROPOSED COMMUNITY FACILITIES

- EXISTING PARK AREAS, PUBLIC OPEN SPACES AND PUBLIC BUILDING SITES
- EXISTING SEMI-PUBLIC OPEN SPACES AND SEMI-PUBLIC BUILDING SITES
- PROPOSED PUBLIC PARKS, OPEN SPACES AND BUILDING SITES
- EXISTING PUBLIC SCHOOL SITES
- PROPOSED SITE EXPANSION FOR SCHOOL AND NEIGHBORHOOD PARK COMBINATIONS
- EXISTING MAJOR STREETS
- PROPOSED MAJOR STREETS

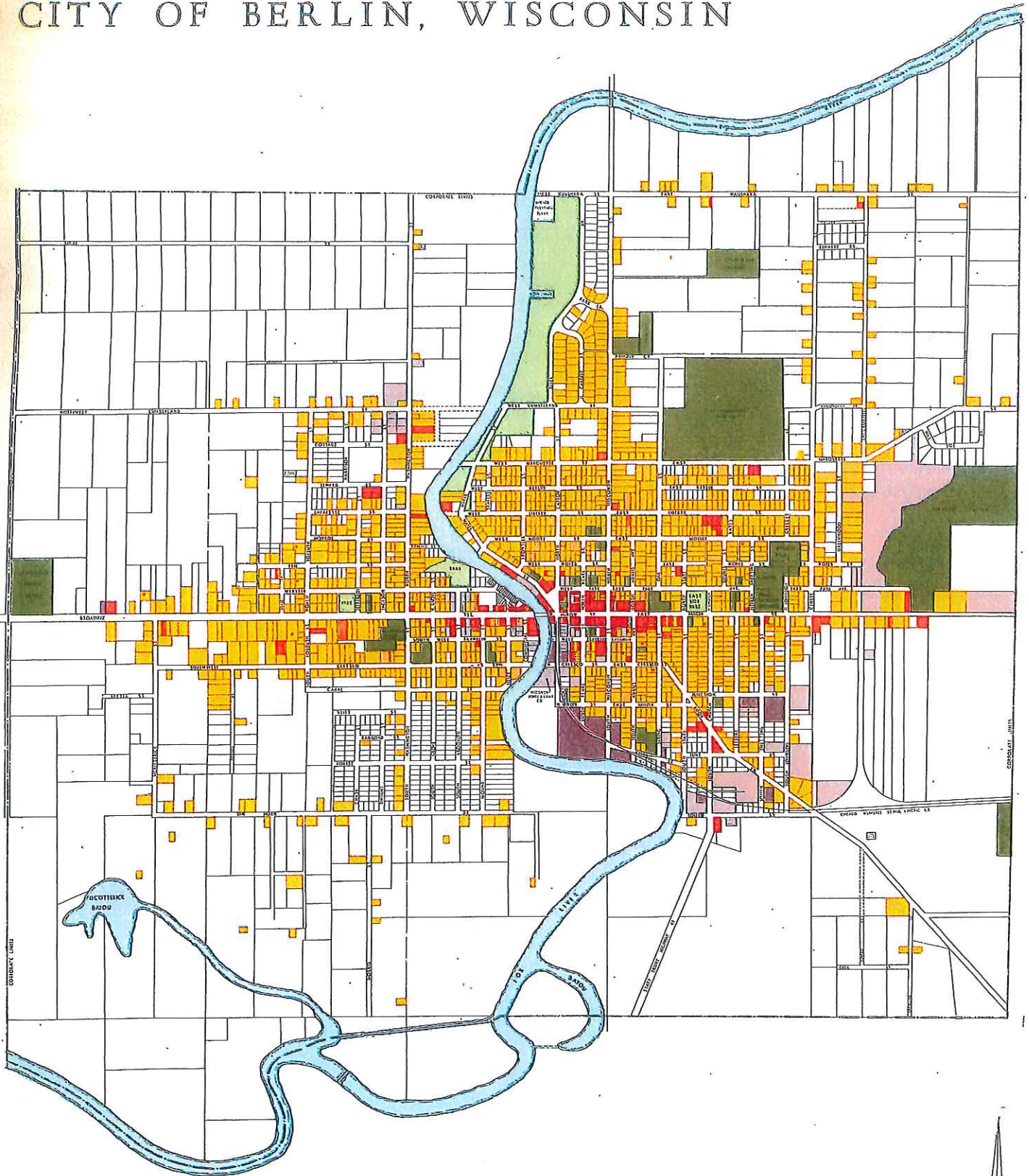


PREPARED FOR:
CITY PLANNING COMMISSION
BERLIN, WISCONSIN

THE PREPARATION OF THIS MAP WAS FINANCIALLY
AIDED THROUGH A FEDERAL GRANT FROM THE
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
UNDER THE HOUSING PLANNING ASSISTANCE PROGRAM
AUTHORIZED BY SECTION 701 OF THE HOUSING
ACT OF 1954, AS AMENDED, AND WAS EXECUTED
UNDER A CONTRACT WITH THE STATE OF WISCONSIN,
DEPARTMENT OF RESOURCE DEVELOPMENT.

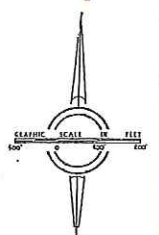
HARLAND BARTHOLOMEW AND ASSOCIATES
CITY PLANNERS, CIVIL ENGINEERS, LANDSCAPE ARCHITECTS
SAINT LOUIS, MISSOURI NOV 1957 CHICAGO, ILLINOIS

CITY OF BERLIN, WISCONSIN



LAND USE 1966

- | | |
|--|--|
| SINGLE FAMILY RESIDENTIAL | PARKS |
| TWO FAMILY RESIDENTIAL | LIGHT INDUSTRIAL |
| MULTI-FAMILY RESIDENTIAL | HEAVY INDUSTRIAL |
| COMMERCIAL | CITY LIMITS |
| PUBLIC & SEMI-PUBLIC | |

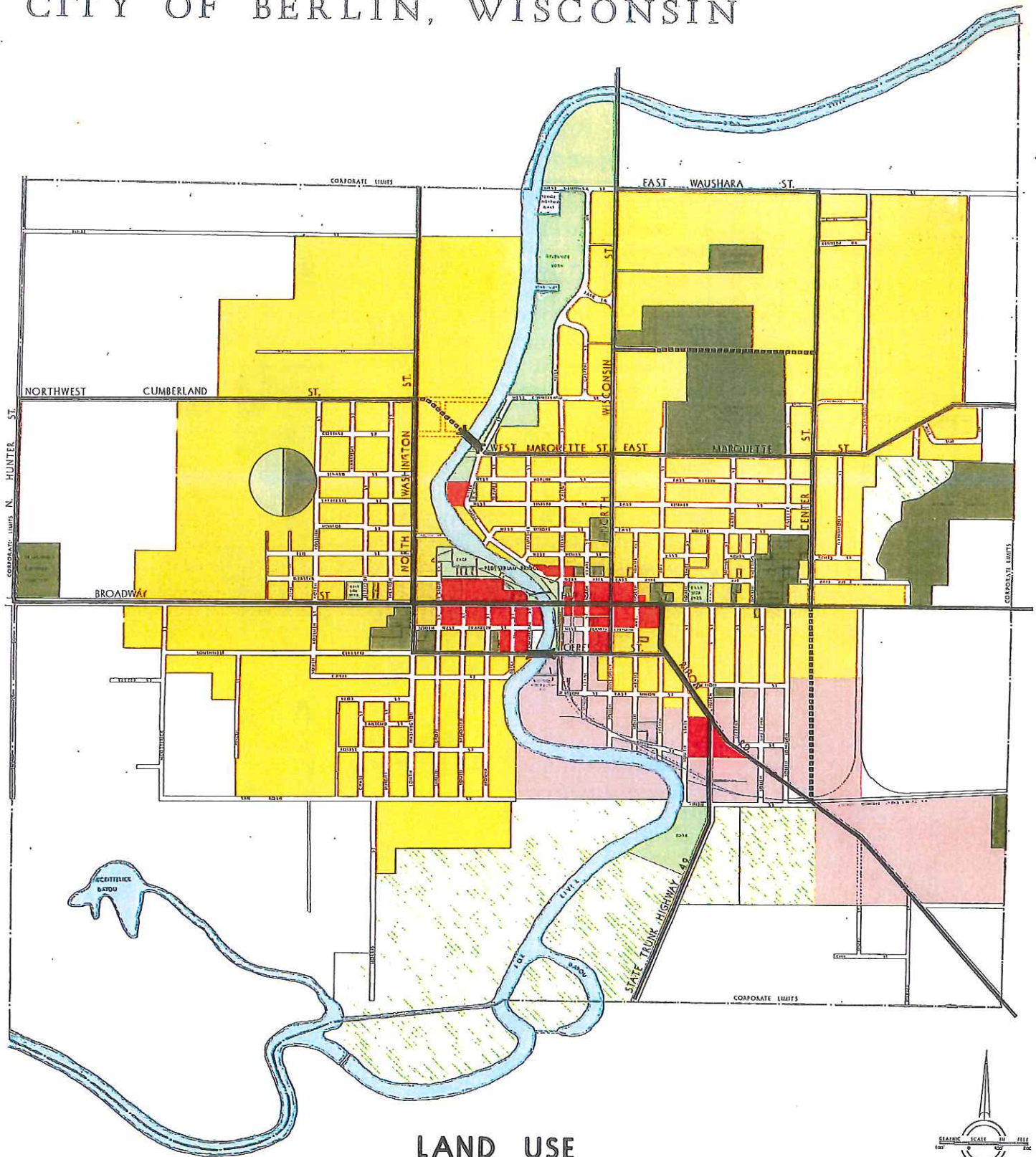


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BERLIN, WISCONSIN

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ACT OF 1937, AS AMENDED, AND WAS SECURED
UNDER A CONTRACT WITH THE STATE OF WISCONSIN
DEPARTMENT OF RESOURCE DEVELOPMENT.

HARLAND BARTHOLOMEW AND ASSOCIATES
CITY PLANNERS, CIVIL ENGINEERS, LANDSCAPE ARCHITECTS
SAINT LOUIS, MISSOURI NOV. 1957 CHICAGO, ILLINOIS

CITY OF BERLIN, WISCONSIN



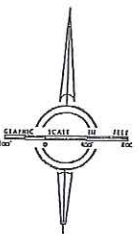
LAND USE AND MAJOR STREET PLAN

LAND USE

- RESIDENTIAL
- PARKS
- OPEN SPACE
- PUBLIC AND SEMI-PUBLIC
- COMMERCIAL
- INDUSTRIAL

MAJOR STREETS

- PROPOSED STREET
- 2 LANE MOVING TRAFFIC
- 4 LANE MOVING TRAFFIC
- PROPOSED BRIDGE



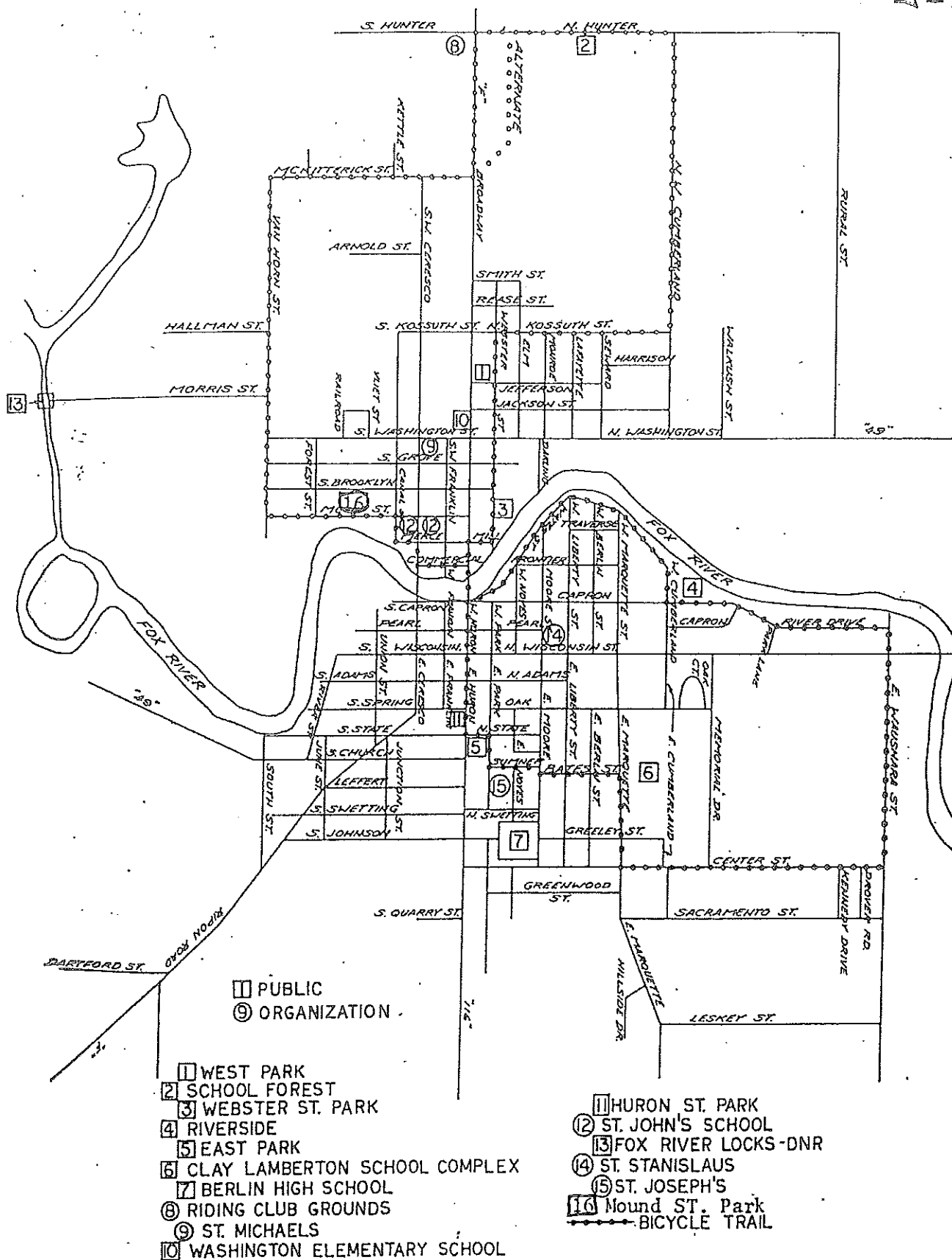
HB
CA

HARLAND BARTHOLOMEW AND ASSOCIATES
CITY PLANNERS, CIVIL ENGINEERS, LANDSCAPE ARCHITECTS
SAINT LOUIS, MISSOURI NOV 1937 CHICAGO, ILLINOIS

PREPARED FOR:
CITY PLANNING COMMISSION
BERLIN, WISCONSIN

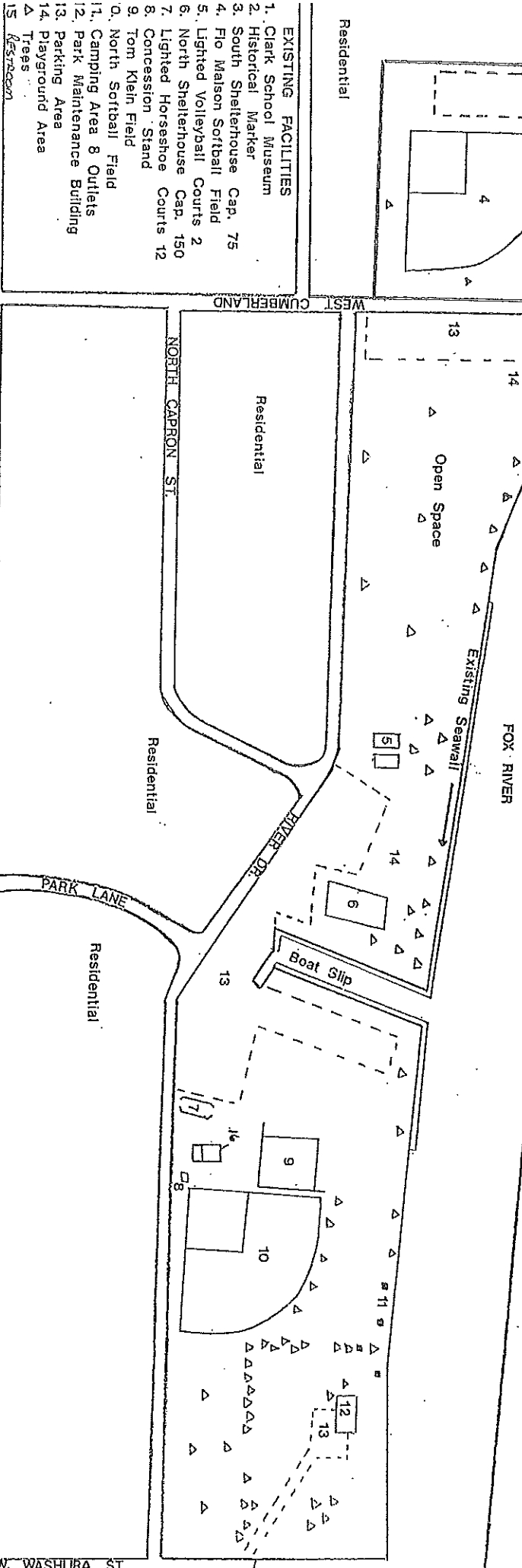
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APPROVED BY SECTION 701 OF THE HOUSING
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DEPARTMENT OF REVENUE DEVELOPMENT.

PLATE 1



RIVERSIDE PARK BERLIN WISCONSIN SITE PLAN

NORTH
1 INCH
Approx. 200 ft.



16. East Room / Shelter

INTRODUCTION

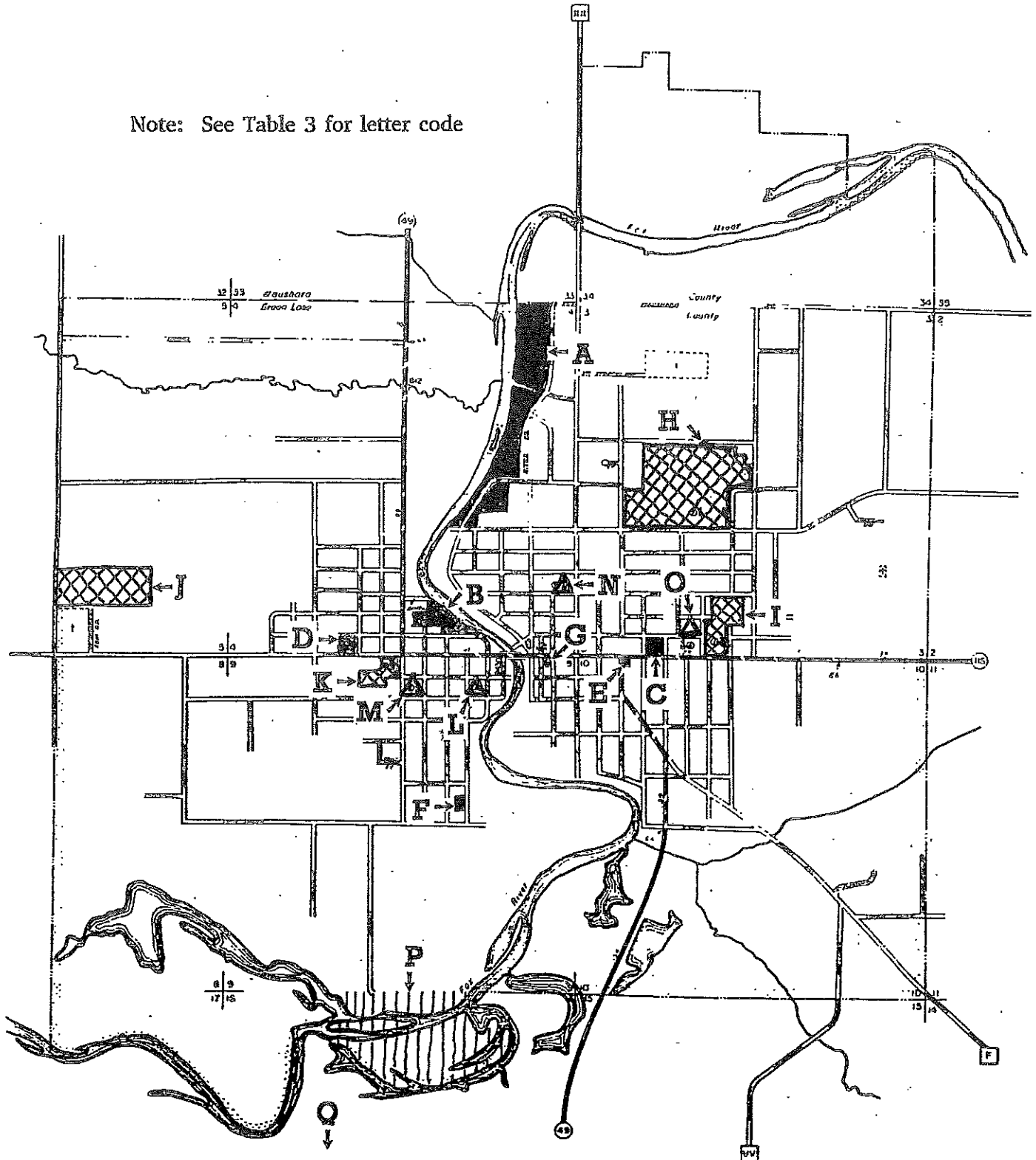
The development of a city should not be left to accident. For a city to be a convenient and inviting place in which to live and work, it must be developed by the conscious and continuing efforts of its citizens in directing the many public and private actions that collectively will mold the city of the future. This comprehensive city plan is intended to be a guide for the day-to-day decisions, the results of which, together, make up the City of Berlin. The plan must be understood and supported by the entire community in order to be effective.

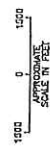
The plan is not intended to be a rigid set of specifications into which the development of the community is to be forced. It is intended, rather, as a functional guide based upon knowledge of the parts of the community, how they work together, and how they may be modified in the future. When one part is changed or modified it affects the relationship of other parts. If all the parts of a city are properly developed, the result would be a more efficient, convenient, and inviting city.

The essential first step is the preparation of this 1967 Comprehensive City Plan.

Figure 1
 EXISTING PARK AND RECREATION FACILITIES
 City of Berlin

Note: See Table 3 for letter code





RP-157

INDUSTRIAL

1. CITY FARM BUSINESS PARK
2. CITY FARM EXPANDED

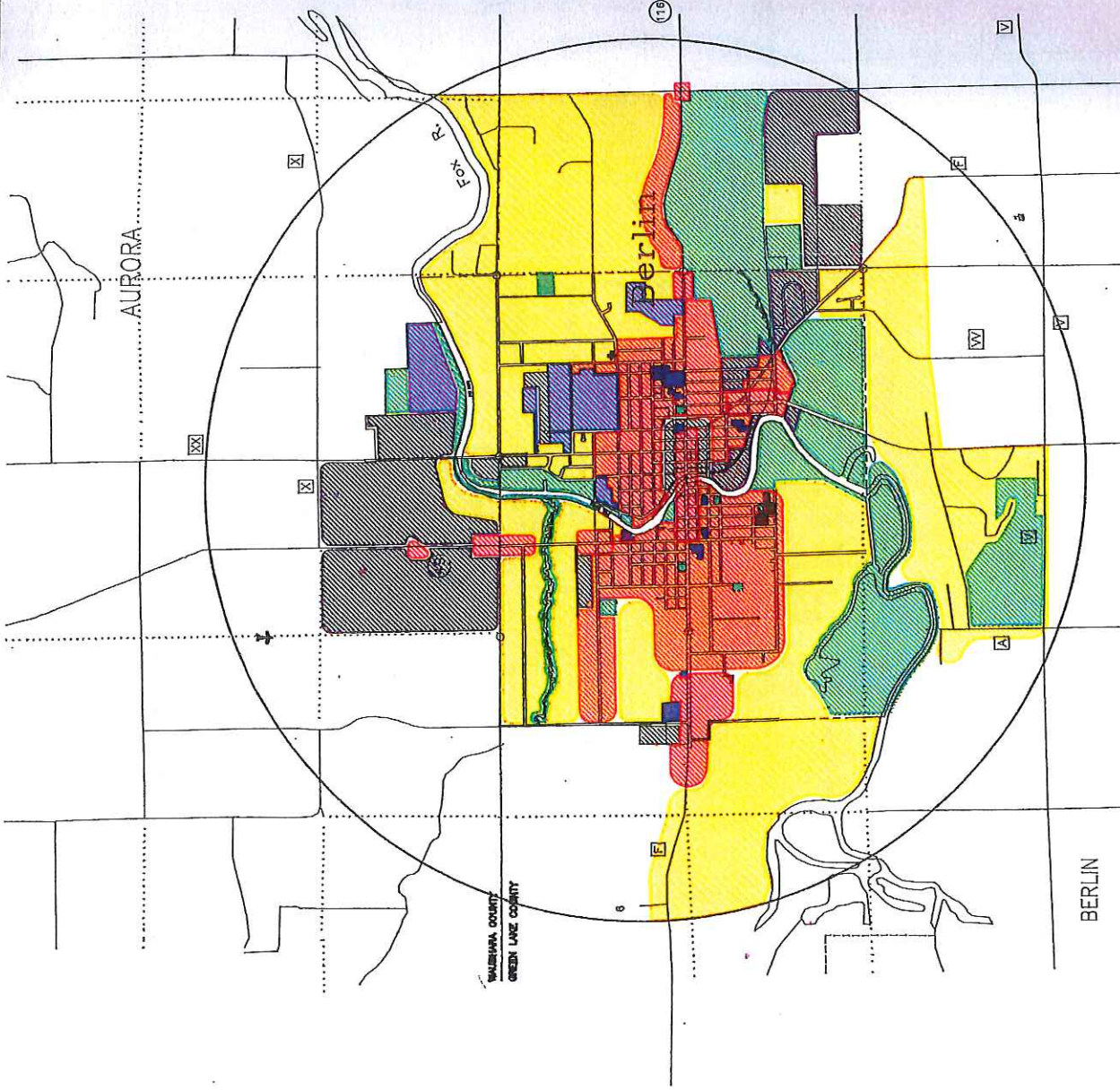
MAINTAIN SOUTHEAST INDUSTRIAL DISTRICTS

COMMERCIAL

- DOWNTOWN CORE - COMPLEMENTARY
- WEST SIDE AUTO ORIENTED
- EAST SIDE HISTORIC/TOURIST SUPPORTED BY SURROUNDING BLOCKS
- LOCAL/REGIONAL
- STH 49 / RIFON RD.
- BROADWAY / CTH F
- WASHINGTON ST.
- EMPLOYEE / COMDAUTER
- STH 116
- STH 49

RESIDENTIAL

- HIGH DENSITY - BUFFER (2 UNITS)
- SELECTED LOCATIONS SPREAD THROUGH CITY
- RING AROUND DOWNTOWN
- MEDIUM DENSITY (1-2 UNITS)
- ESTABLISHED NEIGHBORHOODS - PROTECTED
- ALONG COLLECTOR STREETS
- LOW DENSITY (1 UNIT)
- ESTABLISHED NEIGHBORHOODS
- FUTURE GROWTH AREAS/ANNEXATIONS



DATE: 10/19/93

River at Longcroft Park has provided an alternative option to Huron Street. The Berlin Conservation Club has relocated a portion of the trail to prevent problems for individuals because of shot landing on the trail as the club shoots trap not far from a stretch of this trail.

FIGURE 1

EXISTING PARK AND RECREATION FACILITIES City of Berlin

Note: See Table 3 for letter code

