

AGENDA
COMMON COUNCIL MEETING
TUESDAY, DECEMBER 10, 2019 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 12, 2019 and November 19, 2019 Common Council Meetings.
RECOMMENDATION: Approve the minutes from the November 12, 2019 and November 19, 2019 Common Council meetings.
6. Bills List. RECOMMENDATION: Approve the list of bills for payment.
7. Variance for Pole Style Building on Parcel 206-03423-0621 RECOMMENDATION: Accept the Plan Commission's recommendation to grant the variance of the protective covenants for the North Business Park for parcel 206-03423-0621 to build a pole style building.
8. 2020 Senior Transportation Purchase of Service Contract. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve the 2020 Purchase of Service Contract-CY2020 with Green Lake County Department of Health & Human Services and authorize the appropriate signatures.
9. 2020 Berlin Senior Center Agreement for Senior Nutrition. RECOMMENDATION: Accept the Committee of the Whole recommendation 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.
10. Municipal Court Ordinance. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve Ordinance 09-19 Amending the Code of Ordinances Relating to the Establishment of a Municipal Court.

11. 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, 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.
12. New Fees to the Oakwood Cemetery Fee Schedule Relating to the Private Memorial Columbarium (multiple cremains memorial). RECOMMENDATION: Accept the Oakwood Cemetery Board recommendation to approve the fees added to the Oakwood Cemetery Fee schedule relating to Private Columbarium Memorials effective immediately.
13. Co-Sponsorship Agreement with Berlin Farmers and Artists Market. RECOMMENDATION: Accept the Parks & Recreation Commission recommendation to approve the Co-sponsorship Agreement between the City of Berlin and the Berlin Farmers and Artists Market Committee.

END OF CONSENT AGENDA

14. Raze or Repair Order for 151 N. Wisconsin Street. RECOMMENDATION: Listen to update and action as appropriate.
15. Raze or Repair Order 130 W. Berlin Street. RECOMMENDATION: Listen to update and action as appropriate.
16. Review and discuss whether parcel 206-01031-0000 is no longer needed for park or public purposes. RECOMMENDATION: Discuss and action as appropriate.
17. Appointment of Election Officials. RECOMMENDATION: Accept the Mayoral appointments of Election Officials for January 1, 2020-December 31, 2021
18. Resolution Authorizing 2020 Non-Union Wage Adjustments. RECOMMENDATION: Approve Resolution #19-15 Establishing Wage Adjustments for Non-Union Employees for 2020.
19. 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.)
20. New Business (To be used to request items of new business be put on a future agenda)
21. Public Appearances.
22. Convene into closed session pursuant to Wis. Stat §19.85(1)(e) to deliberate or negotiate the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session (Discussion on negotiations for Paramedic Intercept Services Agreement with SGLC Ambulance

Service) & if necessary to review closed session minutes from November 12, 2019 Common Council meeting.

23. Reconvene into open session and take appropriate action as a result of closed session discussion.

24. 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: 12/6/2019 9:35 AM ST 1 MS

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 11/30/2019									
FUNDS	BEG BALANCE	ADJ/VOIDS	RECEIPTS	DISBURSEMENTS	BALANCE	INVESTMENTS	INVESTMENTS	TOTAL W/ INVESTMENTS	
GENERAL CITY	\$ 641,887.56		\$ 1,723,781.76	\$ 638,957.51	\$ 1,726,711.81	\$ 2,100,000.00	\$ 3,826,711.81		
TAX COLLECTION ACCOUNT	\$ 511.90				\$ 511.90	\$ -	\$ 511.90		
WATER INVESTMENTS	\$ 547,990.20		\$ 203,576.71	\$ 205,680.23	\$ 545,886.68	\$ 4,369,760.49	\$ 4,915,647.17		
SEWER INVESTMENTS					\$ -	\$ 2,227,384.57	\$ 2,227,384.57		
SEWER BOND & INT			\$ -		\$ -	\$ -	\$ -		
BOND & INT RESERVE	\$ -				\$ -	\$ -	\$ -		
EQUIP REPLACEMENT FUND	\$ 20,379.61		\$ 2.43		\$ 20,382.04	\$ 1,255,000.00	\$ 1,275,382.04		
CAPITAL PROJECT BORROWING	\$ -			\$ -	\$ -	\$ -	\$ -		
EMS ACCOUNT	\$ 18,336.40		\$ 26,331.80	\$ 35.00	\$ 44,633.20		\$ 44,633.20		
TOTAL OF ALL FUNDS	\$ 1,229,105.67		\$ 1,953,692.70	\$ 844,672.74	\$ 2,338,125.63	\$ 9,952,145.06	\$ 12,290,270.69		
FUNDS	BANK STATEMENT BALANCE	ADJUSTMENT	OUTSTANDING CHECKS	AVAILABLE BANK BALANCE					
GENERAL CITY	\$ 1,859,649.99		\$ 132,938.18	\$ 1,726,711.81					
TAX COLLECTION ACCOUNT	\$ 804.06		\$ 292.16	\$ 511.90					
WATER & SEWER	\$ 645,853.09		\$ 99,966.41	\$ 545,886.68					
SEWER BOND & INT			\$ -	\$ -					
EQUIP REPLACMT FUND	\$ 20,382.04		\$ -	\$ 20,382.04					
CAPITAL PROJECT BORROWING	\$ -		\$ -	\$ -					
EMS ACCOUNT	\$ 44,633.20		\$ -	\$ 44,633.20					
TOTAL OF ALL FUNDS	\$ 2,571,322.38	\$ -	\$ 233,196.75	\$ 2,338,125.63					
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CITY OF BERLIN BUILDING REPORT November 2019

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				1	\$203,000.00	\$1,022.40	2	\$515,000.00	\$2,298.60	
Multi-Family Residence				0	\$0.00	\$0.00	1	\$360,590.00	\$1,776.00	
Residential Garage				1	\$61,000.00	\$412.00	1	\$27,000.00	\$228.00	
Residential Garage Alteration				0	\$0.00	\$0.00	0	\$0.00	\$0.00	
Residential Alteration	5	\$65,950.00	\$505.30	57	\$579,831.72	\$5,005.09	55	\$904,886.00	\$4,719.80	
Commercial				0	\$0.00	\$0.00	0	\$0.00	\$0.00	
Commercial Alteration	1	\$160,000.00	\$960.00	8	\$1,511,327.00	\$9,450.41	0	\$0.00	\$0.00	
Industrial	1	\$2,800,000.00	\$2,496.92	1	\$2,800,000.00	\$2,496.92	0	\$0.00	\$0.00	
Industrial Alteration				0	\$0.00	\$0.00	0	\$0.00	\$0.00	
Signs	2	\$5,530.00	\$132.72	7	\$25,681.00	\$1,399.02	3	\$12,000.00	\$284.00	
Miscellaneous				19	\$44,720.00	\$1,000.00	29	\$38,225.00	\$1,608.48	
Demolition				1	\$0.00	\$75.00	3	\$0.00	\$350.00	
Hospital				0	\$0.00	\$0.00	0	\$0.00	\$0.00	
Church				0	\$0.00	\$0.00	0	\$0.00	\$0.00	
School				0	\$0.00	\$0.00	0	\$0.00	\$0.00	
Driveways				16	\$102,287.00	\$480.00	8	\$0.00	\$400.00	
Trailer Homes				0	\$0.00	\$0.00	0	\$0.00	\$0.00	
Total Building Permits	9	\$3,031,480.00	\$4,094.94	111	\$5,327,846.72	\$21,340.84	102	\$1,857,701.00	\$11,664.88	
				0	\$0.00	\$0.00	0	\$0.00	\$0.00	
Commercial Plan Approval				0	\$0.00	\$0.00	0	\$0.00	\$0.00	
Plumbing Permits	2	\$3,450.00	\$60.00	21	\$133,786.00	\$1,323.64	24	\$84,818.00	\$968.34	
Electrical Permits	1		\$675.52	33	\$278,973.00	\$3,870.38	33	\$195,596.00	\$2,116.00	
Heating Permits	1	\$2,966.00	\$50.00	21	\$462,995.00	\$3,675.43	57	\$435,361.00	\$3,640.52	
				0	\$0.00	\$0.00	0	\$0.00	\$0.00	
Total Permit Fees	13	\$3,037,896.00	\$4,880.46	186	\$6,203,600.72	\$30,210.29	216	\$2,469,346.00	\$18,389.74	

***Check Summary Register©**

NOVEMBER 30 2019

Name	Check Date	Check Amt	
11100 Cash in Bank m FNB			
Paid Chk# 063747 APPLETON FINANCE DEPARTM	11/7/2019	\$471.25	2019 - NOVEMBER - WIGHTS AND M
Paid Chk# 063748 BERLIN JOURNAL NEWSPAPER	11/7/2019	\$143.50	5"AD FOR OCTOBER 29 HEARING
Paid Chk# 063749 CITY OF GREEN LAKE	11/7/2019	\$97.99	2019 - OCTOBER - CHARTER SERVI
Paid Chk# 063750 COMPLETE OFFICE OF WI	11/7/2019	\$66.65	SUPPLIES FOR SENIOR CENTER
Paid Chk# 063751 EFJ ASSOCIATES, INC.	11/7/2019	\$1,500.00	STRUCTURAL ENGINEERING PEDESTR
Paid Chk# 063752 FINISHLINE STUDIOS	11/7/2019	\$35.00	2019 - NOVEMBER - WEB HOSTING
Paid Chk# 063753 HORN, COREY	11/7/2019	\$50.00	BASIC SWAT TRAINING
Paid Chk# 063754 ITU ABSORBTECH, INC.	11/7/2019	\$88.32	2019 - OCTOBER - UNIFORM SERVI
Paid Chk# 063755 JFTCO, INC	11/7/2019	\$215.30	IT28 PARTS
Paid Chk# 063756 JOHN KRINGS & SONS WELDIN	11/7/2019	\$467.00	REPAIRS TO DUMP BOX FOR DPW
Paid Chk# 063757 KNUITSON & SONS	11/7/2019	\$5,335.45	FLOORING FOR THE BPD
Paid Chk# 063758 KUNKEL ENGINEERING GROUP	11/7/2019	\$9,264.50	2019 - SEPTEMBER - BUILDING IN
Paid Chk# 063759 LANDMARK SERVICES COOPER	11/7/2019	\$5,555.78	FUEL FOR DPW
Paid Chk# 063760 OSHKOSH OFFICE SYSTEMS	11/7/2019	\$130.99	2019 - OCTOBER - COPIES - CITY
Paid Chk# 063761 SCHROEDER, JESSICA	11/7/2019	\$35.00	MADISON FORENSIC/INTERVIEW EXA
Paid Chk# 063762 SECURIAN FINANCIAL GROUP	11/7/2019	\$639.64	2019 - DECEMBER - EMPLOYER CON
Paid Chk# 063763 THE CVIKOTA COMPANY INC	11/7/2019	\$2,980.12	2019 - OCTOBER - AMBULANCE COL
Paid Chk# 063764 TLC SIGN	11/7/2019	\$3,035.19	SECOND HALF OF SIGN FOR FIRE S
Paid Chk# 063765 VIVIAL	11/7/2019	\$46.35	2019 - NOVEMBER - CENTURYLINK
Paid Chk# 063766 BMO HARRIS BANK	11/7/2019	\$156.25	2019 - NOVEMBER - EMPLOYER H.S
Paid Chk# 063767 COMMUNITY FIRST CREDIT UNI	11/7/2019	\$500.00	2019 - NOVEMBER - EMPLOYER H.S
Paid Chk# 063768 FARMERS & MERCHANTS BANK	11/7/2019	\$875.00	2019 - NOVEMBER - EMPLOYER H.S
Paid Chk# 063769 FORTIFI BANK	11/7/2019	\$687.50	2019 - NOVEMBER - EMPLOYER H.S
Paid Chk# 063770 VERVE	11/7/2019	\$187.50	2019 - NOVEMBER - EMPLOYER H.S
Paid Chk# 063771 AGNESIAN WORK & WELLNESS	11/7/2019	\$484.00	DRUG SCREEN
Paid Chk# 063772 ATLANTIS GLOBAL LLC	11/7/2019	\$143.40	E - CITATION PAPER
Paid Chk# 063773 BAYCOM INC	11/7/2019	\$543.75	WORK ON UPLOAD ISSUES
Paid Chk# 063774 BELLA BY DESIGN	11/7/2019	\$8.00	JD LIND NAME PLATE
Paid Chk# 063775 BERLIN JOURNAL NEWSPAPER	11/7/2019	\$140.00	9-11 MEMORIAL AD
Paid Chk# 063776 DAVE'S AUTO BODY	11/7/2019	\$55.00	BRAKES FOR SUBURBAN
Paid Chk# 063777 ERNEST, MARY	11/7/2019	\$22.00	BERLIN HOMECOMING PARADE PATRO
Paid Chk# 063778 FOX VALLEY TECHNICAL COLLE	11/7/2019	\$275.00	BASIC SWAT EDUCATION - C. HORN
Paid Chk# 063779 GARZA, MARIA TERESA	11/7/2019	\$75.85	TRANSLATING ASSISTANCE
Paid Chk# 063780 HAVEY COMMUNICATIONS, INC	11/7/2019	\$81.10	LED LIGHT COMPARTMENT FOR SQUA
Paid Chk# 063781 HEAVENS TOUCH PHOTOGRAP	11/7/2019	\$45.50	M. BENNET AND A. SCHROEDER POR
Paid Chk# 063782 KEIL ENTERPRISES	11/7/2019	\$95.00	DECEPTIVE BEHAVIORS/STATEMENT
Paid Chk# 063783 LEAGUE OF WI MUNICIPALITIES	11/7/2019	\$130.00	PFC WORKSHOP 11.01.2019
Paid Chk# 063784 SONDALLE FORD LINCOLN MER	11/7/2019	\$592.04	MAINTENANCE ON 2015 FORD EXPLO
Paid Chk# 063785 SPLITTERGERBER, PAUL A	11/7/2019	\$22.00	PARADE PATROL - BERLIN HOMECOM
Paid Chk# 063786 STREICHER'S	11/7/2019	\$100.00	AMMUNITION .40SW CRITICAL DUTY
Paid Chk# 063787 THE UNIFORM SHOPPE	11/7/2019	\$14.95	METAL NAME PLATE - BENNETT
Paid Chk# 063788 THEDA CARE	11/7/2019	\$297.50	LEGAL BLOOD DRAWS-PATIENTS 408
Paid Chk# 063789 TONDELLI, CHRIS	11/7/2019	\$22.00	PARADE PATROL - CHRIS TONDELLI
Paid Chk# 063790 VICKI MURPHY, PETTY CASH	11/7/2019	\$89.60	SOFT INTERVIEW ROOM ITEMS
Paid Chk# 063791 WEST SIDE GARAGE	11/7/2019	\$121.00	REPROGRAM KEYLESS ENTRY TRANSM
Paid Chk# 063792 BMO HARRIS BANK	11/13/2019	\$240.00	2019 - PAYROLL 23 - EMPLOYER H
Paid Chk# 063793 COMMUNITY FIRST CREDIT UNI	11/13/2019	\$265.00	2019 - PAYROLL 23 - EMPLOYER H
Paid Chk# 063794 FARMERS & MERCHANTS BANK	11/13/2019	\$428.07	2019 - PAYROLL 23 - EMPLOYER H
Paid Chk# 063795 FORTIFI BANK	11/13/2019	\$635.00	2019 - PAYROLL 23 - EMPLOYER H
Paid Chk# 063796 HORICON BANK	11/13/2019	\$100.00	2019 - PAYROLL 23 - EMPLOYER H
Paid Chk# 063797 NORTH SHORE BANK, FSB	11/13/2019	\$225.00	2019 - PAYROLL 23 - EMPLOYER D
Paid Chk# 063798 VERVE	11/13/2019	\$211.50	2019 - PAYROLL 23 - EMPLOYER H
Paid Chk# 063799 WI COUNCIL 32 PER CAP TAX T	11/13/2019	\$407.20	2019 - NOVEMBER - UNION DUES
Paid Chk# 063800 WI SCTF	11/13/2019	\$1,104.00	2019 - PAYROLL 23 - SUPPORT OB
Paid Chk# 063801 ADVANCED DISPOSAL SERVICE	11/13/2019	\$24,379.68	2019 - OCTOBER - RESIDENTIAL T
Paid Chk# 063802 APCO INTL, INC	11/13/2019	\$94.00	MEMBER DUES -TIER ONE
Paid Chk# 063803 BERLIN JOURNAL NEWSPAPER	11/13/2019	\$428.50	2020 BUDGET HEARING PUBLICATIO

General City payables

***Check Summary Register©**

NOVEMBER 30 2019

Name	Check Date	Check Amt	
Paid Chk# 063804 BREWER HEATING INC	11/13/2019	\$375.83	REPAIR FURNACE AT CITY GARAGE
Paid Chk# 063805 CEC	11/13/2019	\$525.30	FIRE PROTECTION SERVICES
Paid Chk# 063806 CENTURYLINK	11/13/2019	\$58.85	2019 - OCTOBER - LONG DISTANCE
Paid Chk# 063807 CHARTER COMMUNICATION	11/13/2019	\$307.80	2019 - NOVEMBER - INTERNET SER
Paid Chk# 063808 CULLIGAN WATER	11/13/2019	\$28.25	CULLIGAN WATER SERVICE AT BERL
Paid Chk# 063809 CUSTOM SERVICE INFORMATIO	11/13/2019	\$500.00	DEPOSIT ON ACCT FOR CONTRACTED
Paid Chk# 063810 DTN, LLC	11/13/2019	\$486.40	2019 - NOVEMBER - RADAR CONTRO
Paid Chk# 063811 EMC INSURANCE COMPANIES	11/13/2019	\$19,284.74	2019 - NOVEMBER - GENERAL LIAB
Paid Chk# 063812 EMERGENCY MEDICAL PRODUC	11/13/2019	\$666.43	MEDICAL SUPPLIES
Paid Chk# 063813 GREEN LAKE COUNTY CLERK	11/13/2019	\$134.25	2019 - FINAL DOG LICENSES 09/1
Paid Chk# 063814 HARKE, RONALD	11/13/2019	\$272.13	2019 WISCONSIN LEAGUE OF MUNIC
Paid Chk# 063815 KUNKEL ENGINEERING GROUP	11/13/2019	\$17,222.50	N. CAPRON AND RIVER DRIVE IMPR
Paid Chk# 063816 THEDACARE AT WORK	11/13/2019	\$0.00	DOT DRUG SCREEN - JEFFRETY WEI
Paid Chk# 063817 VIKING ELECTRIC SUPPLY	11/13/2019	\$456.20	LIGHTS FOR DPW
Paid Chk# 063818 BAKER & TAYLOR	11/18/2019	\$1,014.19	2019 - OCTOBER - 10 UNITS FOR
Paid Chk# 063819 BERLIN OIL PRODUCTS	11/18/2019	\$38.00	2019 - NOVEMBER - 19 PAPERS FO
Paid Chk# 063820 CINTAS CORPORATION	11/18/2019	\$141.96	2019 - OCTOBER - CONTRACTUAL S
Paid Chk# 063821 LISA OBRIST	11/18/2019	\$630.00	2019 - OCTOBER - LIBRARY CLEAN
Paid Chk# 063822 OSHKOSH OFFICE SYSTEMS	11/18/2019	\$74.54	2019 - OCTOBER - COPIES
Paid Chk# 063823 UNIQUE MANAGEMENT SERVIC	11/18/2019	\$62.65	2019 - OCTOBER - PLACEMENTS AT
Paid Chk# 063824 WINNEFOX LIBRARY SERVICES	11/18/2019	\$328.74	2019 - SEPTEMBER - MICROSOFT O
Paid Chk# 063825 WINNEFOX LIBRARY SYSTEM	11/18/2019	\$92.60	2019 - OCTOBER - BARCODES
Paid Chk# 063826 BERLIN WATER & SEWER UTILI	11/19/2019	\$22,328.98	2019 - OCTOBER - WATER & SEWER
Paid Chk# 063827 CHIER LAW OFFICE LLC	11/19/2019	\$693.63	NOV SECRETARIAL PLUS MISC ITEM
Paid Chk# 063828 CHRISTENSEN, DOUGLAS A	11/19/2019	\$795.35	2019 - DECEMBER - RETIREE HEA
Paid Chk# 063829 CONCENTRA MED COMPLIANCE	11/19/2019	\$60.00	DOT DRUG SCREEN-WEISS
Paid Chk# 063830 DECKER, GORDON	11/19/2019	\$6,996.00	RESIDENTIAL HOUSING INCENTIVE
Paid Chk# 063831 DON E. PARKER EXCAVATING, I	11/19/2019	\$117,677.47	PAYMENT # 3 CAPRON/RIVER DRIVE
Paid Chk# 063832 ELECTRIC MOTOR SERVICE	11/19/2019	\$1,750.99	REPAIRS ON SNO-GO SNOWBLOWER
Paid Chk# 063833 FRIENDS OF THE PARK	11/19/2019	\$731.85	2019 - PLANTS, SHRUBS AND BULB
Paid Chk# 063834 HYLER SEPTIC SERVICE, LLC	11/19/2019	\$110.00	HOLDING TANK FOR DPW
Paid Chk# 063835 JON LUNDT ELECTRIC, INC	11/19/2019	\$304.81	PARTS FOR DPW
Paid Chk# 063836 LEAGUE OF WI MUNICIPALITIES	11/19/2019	\$240.00	LEAGUE CONFERENCE 10/23-25 REG
Paid Chk# 063837 MEYER, LUKE	11/19/2019	\$272.52	FIELD TRAINING OFFICER BASIC -
Paid Chk# 063838 NEUMAN, KAREN	11/19/2019	\$445.84	2019 - NOVEMBER - RETIREE HEAL
Paid Chk# 063839 PESCHKE, SANDRA A	11/19/2019	\$545.61	2019 - NOVEMBER - MEDICAL REIM
Paid Chk# 063840 PLANTZ, DENNIS W	11/19/2019	\$380.10	2019 - OCTOBER - HEALTH INS. R
Paid Chk# 063841 RUNNING INC. TRANSIT SERVIC	11/19/2019	\$15,943.83	2019 - OCTOBER - SHARED RIDE T
Paid Chk# 063842 SCHRADER, JOHN	11/19/2019	\$835.31	2019 - DECEMBER - RETIREE HEAL
Paid Chk# 063843 SCHROEDER, JESSICA	11/19/2019	\$263.66	HOMICIDE INVESTIGATION TRAININ
Paid Chk# 063844 SUN LIFE FINANCIAL	11/19/2019	\$175.70	2019 - DECEMBER - EMPLOYER LIF
Paid Chk# 063845 TRI AIR TESTING, INC	11/19/2019	\$526.04	AIR ANALYSIS AND SUPPLIES
Paid Chk# 063846 vonBRIESEN & ROPER, s.c.	11/19/2019	\$55.00	2019 POLICE NEGOTIATIONS
Paid Chk# 063847 WITZ, KATHLEEN	11/19/2019	\$10,000.00	RESIDENTIAL HOUSING INCENTIVE
Paid Chk# 063849 BMO HARRIS BANK	11/27/2019	\$240.00	2019 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 063850 COMMUNITY FIRST CREDIT UNI	11/27/2019	\$265.00	2019 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 063851 FARMERS & MERCHANTS BANK	11/27/2019	\$428.07	2019 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 063852 FORTIFI BANK	11/27/2019	\$635.00	2019 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 063853 HORICON BANK	11/27/2019	\$100.00	2019 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 063854 NORTH SHORE BANK, FSB	11/27/2019	\$225.00	2019 - PAYROLL 24 - EMPLOYEE H
Paid Chk# 063855 VERVE	11/27/2019	\$211.50	2019 - PAYROLL 24 - EMPLOYEE H
Total Checks		\$290,378.54	

Annual City payables.

***Check Summary Register©**

NOVEMBER 30 2019

Name	Check Date	Check Amt	
11161 UTILITY CASH - FNB			
Paid Chk# 014934	U S POST OFFICE - POSTMASTE	11/5/2019	\$523.74 OCTOBER 2019 BILLS
Paid Chk# 014935	BADGER LABORATORIES INC	11/8/2019	\$134.40 TOTAL COLIFORM BACTERIA
Paid Chk# 014936	BERLIN CITY TREASURER 1015	11/8/2019	\$643.08 OCT 2019 UTILITY GAS & DIESEL
Paid Chk# 014937	BERLIN JOURNAL NEWSPAPER	11/8/2019	\$25.61 UPS TO BADGER LABS
Paid Chk# 014938	CRANE ENGINEERING SALES IN	11/8/2019	\$918.00 PERFORM LASER ALIGNMENT OF PUM
Paid Chk# 014939	FASTENAL COMPANY	11/8/2019	\$84.04 HCS 3/4-10 X 3 Z5, 3/4" 10 FHN
Paid Chk# 014940	FERGUSON WATER WORKS #14	11/8/2019	\$2,350.00 TEST & REPAIR METERS, PARTS US
Paid Chk# 014941	INTERSTATE BATTERY	11/8/2019	\$12.95 ADRVOO85
Paid Chk# 014942	L.W. ALLEN LLC	11/8/2019	\$567.00 REPAIR SCC C INTERMITTENT COMM
Paid Chk# 014943	MARTELLE WATER TREATMENT	11/8/2019	\$4,448.94 LIQUID ALUMINUM SULFATE
Paid Chk# 014944	RIDGE STONE PRODUCTS, INC	11/8/2019	\$40.33 FILL
Paid Chk# 014945	SUPERIOR CHEMICAL CORP	11/8/2019	\$83.49 SUNBATH NON ACID CLEANER, BATH
Paid Chk# 014946	USA BLUEBOOK	11/8/2019	\$440.10 2 1/2 WIKA LIQUID FILLED GAUGE
Paid Chk# 014947	WALTCO INC	11/8/2019	\$577.95 PICK UP SAMPLES FOR BADGER LAB
Paid Chk# 014948	WI STATE LABORATORY OF HY	11/8/2019	\$588.00 SAMPLES SOLIDS QC STD, SOLIDS
Paid Chk# 014949	CARL & JEAN CHIER	11/11/2019	\$20.66 000000122280
Paid Chk# 014950	KATHY KIENER	11/11/2019	\$48.73 000000416800
Paid Chk# 014951	ADVANCED DISPOSAL SERVICE	11/15/2019	\$227.53 GARBAGE/RECYCLING 11/1/19-11/3
Paid Chk# 014952	BADGER STATE WASTE LLC	11/15/2019	\$6,189.00 BIOSOLIDS HAULING
Paid Chk# 014953	BERLIN JOURNAL NEWSPAPER	11/15/2019	\$91.82 UPS TO BADGER LABS
Paid Chk# 014954	CINTAS CORPORATION	11/15/2019	\$193.73 NOVEMBER 2019 MAT CLEANING
Paid Chk# 014955	DON E. PARKER EXCAVATING, I	11/15/2019	\$88,680.64 PYMT #3 2019 STREET & UTILITY
Paid Chk# 014956	ESKIMO COMFORT	11/15/2019	\$147.00 ANDY SEAMAN WINTER JACKET
Paid Chk# 014957	JON LUNDT ELECTRIC, INC	11/15/2019	\$11,836.05 TREATMENT PLANT MAINT AND REPA
Paid Chk# 014958	THE EXPEDITERS INC	11/15/2019	\$3,000.00 86 GALLONS OF GROUT AND LABOR
Paid Chk# 014959	THEDACARE AT WORK	11/15/2019	\$144.00 DRUG SCREEN CHANDLER HAHN & BR
Paid Chk# 014960	USA BLUEBOOK	11/15/2019	\$406.00 FLYGT ENM 10 FLOAT SWITCH 40'
Paid Chk# 014961	VILLAGE OF ASHWAUBENON	11/15/2019	\$40.00 NE WATER PROFESSIONALS ASSOC Q
Paid Chk# 014962	WI STATE LABORATORY OF HY	11/15/2019	\$26.00 FLUORIDE
Paid Chk# 014963	HIL	11/18/2019	\$17.22 OVERPYMT ON FINAL BILL
Paid Chk# 014964	RYAN STOBBE	11/18/2019	\$11.08 OVERPYMT ON FINAL BILL
Paid Chk# 014965	BERLIN JOURNAL NEWSPAPER	11/21/2019	\$14.19 UPS TO BADGER LABS
Paid Chk# 014966	CCP INDUSTRIES INC.	11/21/2019	\$176.93 STANDARD ROLL TOILET TISSUE, B
Paid Chk# 014967	CENTURYLINK	11/21/2019	\$50.97 SERVICE FOR NOV 9 TO DEC 8
Paid Chk# 014968	CONCENTRA HEALTH SERVICE	11/21/2019	\$120.00 DRUG TESTING HAHN, MALNORY
Paid Chk# 014969	DIGGERS HOTLINE	11/21/2019	\$98.05 PREPAID FAX FEES FOR OCTOBER 2
Paid Chk# 014970	BADGER LABORATORIES INC	11/26/2019	\$1,383.80 TOTAL COLIFORM BACTERIA
Paid Chk# 014971	BERLIN CITY TREASURER 1015	11/26/2019	\$27,229.31 PAYROLL NOVEMBER 2019
Paid Chk# 014972	CLEARBROOK LLC	11/26/2019	\$1,672.04 POLYCLEAR CD8396 BAG 55.1#
Paid Chk# 014973	COMPASS MINERALS	11/26/2019	\$4,347.38 COARSE SOLAR SALT - BULK
Paid Chk# 014974	MID-AMERICAN RESEARCH CHE	11/26/2019	\$134.78 BIG BAD ORANGE FLOOR CLEANER A
Paid Chk# 014975	NORTH CENTRAL LABORATORI	11/26/2019	\$354.72 QT S-78, SPADNS (ACID ZIRCONY1
Paid Chk# 014976	BERLIN CITY TREASURER 1015	11/26/2019	\$636.32 OCTOBER 2019 CENTURYLINK BILLI
Paid Chk# 014977	ELECTRIC MOTOR SERVICE	11/26/2019	\$2,803.36 OEM MODINE BLOWER MOTOR 3.3 DI
Total Checks			\$161,538.94

Utility payables

CITY OF BERLIN
PAYROLL FOR NOVEMBER - 2019
NET PAYROLL

PAYDATE	Payroll #	PAYROLL TITLE	GENERAL CITY	UTILITY		
11/1/2019	22	General City	56,010.95			
11/1/2019	22	Utility		10,513.13		
11/15/2019	22.01	Police overtime	6,126.24			
11/15/2019	23	General City	54,982.46			
11/15/2019	23	Utility		10,598.39		
11/18/2019	23.01	Schroeder payout	767.25			
11/29/2019	24	General City	59,167.62			
11/29/2019	24	Utility		10,604.04		
		TOTAL MONTHLY PAYROLL	\$177,054.52	\$31,715.56		

December 3, 2019

TO: Mayor & Common Council

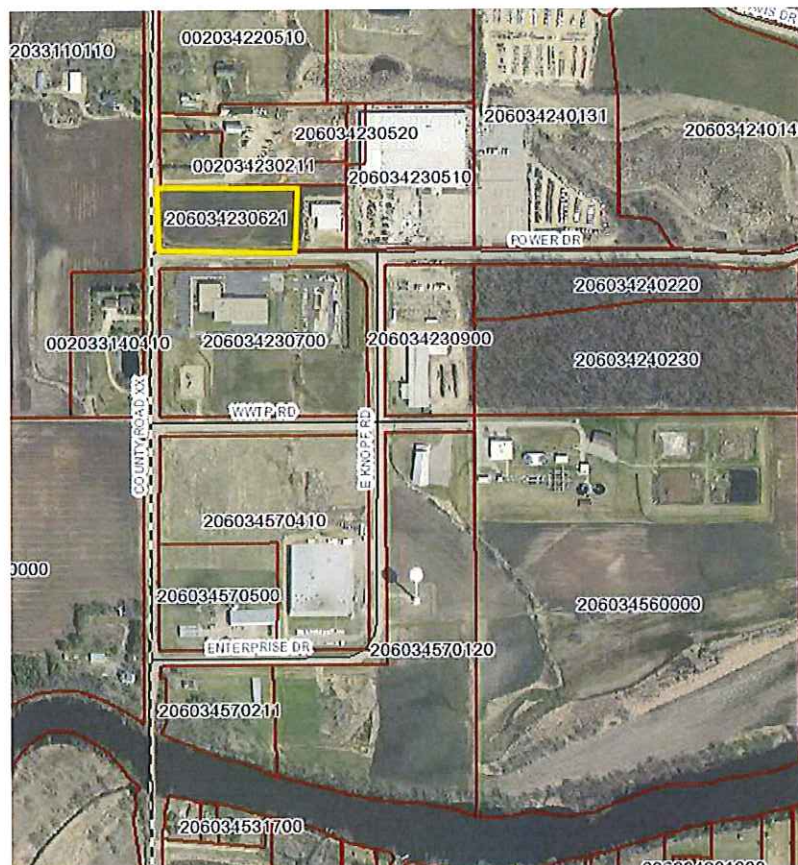
FROM: Lindsey Kemnitz

SUBJECT: Protective Covenants Variance for parcel 206-03423-0621 in N. Business Park

Last month, the City received an offer to purchase parcel 206-03423-0621 in the North Business Park. The offer included to build a pole style building. Currently the protective covenant does not allow pole style building. The Council directed me to either change the covenants or go through the process of the variance to allow the pole style building. After reviewing the current covenants and other community's covenants, there are several changes I am recommending. For the covenants to be changed it requires the document to be recorded on the applicable properties. I would like to create a committee to review the covenants, which will be timely. Due to the several changes, Attorney Chier and I recommend a variance for this project with the intent to remove the pole style restriction in the future.

The three covenants I reviewed did not restrict pole style buildings. I reached out to Dept. of Revenue to determine if a pole style building would have a lower assessed valuation and they informed me it would be similar valuation if steel or wood structure.

Recommendation: Accept the Plan Commission's recommendation to grant the variance of the protective covenants for the North Business Park for parcel 206-03423-0621 to build a pole style building.



DATE: December 10, 2019

TO: Common Council

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,

A handwritten signature in black ink, appearing to be "J. Jerome", is written over a horizontal line.

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 10, 2019

TO: 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 through 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 through Green Lake County.

RECOMMENDATION: Recommend to Common Council to approve the CY 2020 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, with the exception of federal holidays.
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 to 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 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 10, 2019

TO: Common Council

From: Jodie Olson

RE: Municipal Court Ordinances 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.

ORDINANCE # 09-19

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: 12/04/2019

TO: Mayor and Common Council

FROM: Scott Zabel

RE: New fees to the Oakwood Cemetery fee schedule relating to Memorial Columbarium (multiple cremains memorial)

BACKGROUND: The Oakwood Cemetery Board was approached by a family requesting permission to allow them to place a columbarium in Oakwood which would be the final resting place for 24 family members. The columbarium would have 24 niches (compartments) which will be placed over four full cemetery spaces. We currently allow 2 cremains per space, since the memorial will be set on 4 spaces the family would be able to rest 8 family members with the purchase of the four spaces. The Cemetery Board is recommending to council to approve an additional fee of \$100.00 for each of the remaining 16 niches to be paid up front with the purchase of the four spaces. That would be \$1600.00 in addition to the cost of the four spaces. This would be a new category to the fee schedule as it relates to a memorial columbarium. The Cemetery Board also feels that once the columbarium is placed it could become a new trend in regards to cremains burials. The Board also discussed the possibility of designating a portion of a new block specifically for columbarium memorials, at this point no decision was made. The Board chose to approach it on a case by case basis. I have added a photo similar to what the columbarium would look like.

RECCOMENDATION: Approve the Oakwood Cemetery Boards recommendation to add fees to the Oakwood Cemetery fee schedule relating to columbarium memorials.



To: City of Berlin Common Council
From: Berlin Farmers and Artists Market Committee
RE: Agreement for Co-Sponsorship

Background: There is currently an oral agreement between the City of Berlin and the Berlin Farmers and Artists Market Committee (BFAM) for co-sponsoring the *Music in the Park* events at the Farmers and Artists Markets offered Tuesday evenings. The City of Berlin provides the use of Nathan Strong Park and electricity for free on those evenings. BFAM is responsible for acquiring the entertainment, obtaining all necessary paperwork, paying all fees for the provided entertainment and is solely responsible for all aspects of the Farmers and Artists Market part.

Recently, the idea of putting the co-sponsorship on paper was raised. Parks and Recreation Commission approved formalizing the co-sponsorship by putting it in writing. The following page is the agreement.

RECOMMENDATION: Accept the Parks & Recreation Commission recommendation to approve the Co-sponsorship Agreement between the City of Berlin and the Berlin Farmers and Artists Market Committee.

CO-SPONSORSHIP AGREEMENT

City of Berlin
108 N. Capron Street
Berlin, WI 54923

Berlin Farmers and Artists Market Committee
PO Box 189
Berlin, WI 54923

December 4, 2019

The Berlin Farmers and Artists Market Committee (BFAM) and the City of Berlin agree to co-sponsor the *Music in the Park* events at the Farmers and Artists Markets offered Tuesday evenings in June, July, August, and September. To be clear, the co-sponsorship only concerns the *Music in the Park* part, and will not involve the Farmers and Artists Market portion held on Tuesdays at Nathan Strong Park.

Each party will have their own responsibilities as part of the co-sponsorship. The BFAM is responsible for acquiring the entertainment, obtaining all necessary paperwork, paying all fees for the provided entertainment and would continue to be solely responsible for all aspects of the Farmers and Artists Market part. The City of Berlin, by co-sponsoring, will provide the use of Nathan Strong Park and electricity for free on those evenings. The City of Berlin also agrees to assist with advertising the events on the City Website.

Both parties feel this co-sponsorship will be helpful in strengthening this event, as it fosters a stronger connection between the local city government and the local community. These events encourage use of the city owned park, while also offering a chance for local artists and businesses to promote their goods in an informal way to Berlin citizens. While seeming small, this co-sponsorship will have a large impact.

BY: Berlin Farmers & Artists Market Committee

BY: City of Berlin

President Catrina Burgess

City Administrator Jodie Olson

Date: _____

Date: _____

December 5, 2019

TO: Mayor & Common Council

FROM: Lindsey Kemnitz & Scott Zabel

SUBJECT: Review and discuss whether parcel 206-01031-0000 is no longer needed for park or public purposes

Park and Recreation Commission Recommendation:

The Park and Recreation Commission reviewed this parcel in November and recommended to keep the parcel to the Common Council. A commission member requested to have the subject on the Park and Recreation Commission agenda in December. There were three uses discussed for the parcel of land: skate park, dog park, and splash pad. The commission did not all agree with those three uses on the parcel of land. A motion was made to keep the parcel and ask for additional time from the Council to come up with uses for this parcel. The motion was seconded and had a tie vote 3 to 3, so the motion did not pass. The commission did agree on three uses the funds could go towards if the parcel was sold. A new motion was made that if funds come available for park and recreation budget to prioritize the funds towards campground road, campground drainage, and swimming pool improvements. This motion was approved. No further discussion occurred with the Park and Recreation Commission.

Plan Commission Recommendation:

The Plan Commission reviewed the information and history with the property and made a recommendation to the Common Council to sell the parcel of land for residential development. A couple of remarks from the commission include: the parcel of land has been vacant for 70 years, parcel has been identified for residential use since 1967, city has six time more park property than recommended, park and recreation commission have identified this land as park since 1997 and no plan has been suggested since, fits the neighborhood for residential. They also discussed that this parcel was possibly low land when donated and after Waushara Street was built, it possibly created a barrier and filled from the construction of the road to make the lots buildable.

Recommendation: Discussion and action as appropriate.

ELECTION OFFICIALS – APPOINTED DECEMBER 2019

For Term January 1, 2020 – December 31, 2021

Arlynn Armatoski

Phyllis Bella

Sandy Bella

Julie Boeck

Janet Bunker

Kathryn Fredrick

Rebecca Guden

Linda Hansen

Josie Hartzke

Kay Kollat

Barbara Lewis

Gloria Lichtfuss

Pamela Lincoln

Lynn Lodholz

Judy Martin

Judy Mehn

Ina Mlodzik

Carol Mulder

Dennis Mulder

Dorothy Nelson

Dave Olson

Diane Olson

Sharlene Parsons

Sandy Peschke

Mary Schwark

Deborah Thom

Kathy Thom

Diane Toraason

Carol Wall

Tom Zuehlke
(Democratic Party appointed)

Chief Inspectors: Sandy Peschke, Diane Toorason

RESOLUTION #19-15

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN
ESTABLISHING WAGE ADJUSTMENT
FOR
NON-UNION EMPLOYEES FOR 2020

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 2020 budget; and

NOW, THEREFORE BE IT RESOLVED, that the salaries for all affected positions budgeted for accordingly, be increased by 2.0% for 2020.

PASSED, ADOPTED, AND APPROVED, this 10th day of December 2019.

Roll Call Vote:

____Ayes ____Nays ____Absent

CITY OF BERLIN

Approved as to form:

Mayor

City Attorney

Attest:

City Clerk