

AGENDA  
COMMITTEE OF THE WHOLE MEETING  
CITY OF BERLIN  
TUESDAY, OCTOBER 5, 2021, 7:00 PM  
COMMON COUNCIL CHAMBERS

1. Roll Call
2. Virtual Attendees Seated (if necessary)
3. General Public Comments. Registration card required (located at podium in Council Chambers).
4. Approval of Minutes. RECOMMENDATION: Approve the minutes from the August 3, 2021 Committee of the Whole meeting.
5. 271 McKittrick Street Raze or Repair Order. RECOMMENDATION: Listen to presentation and action if appropriate. (Note: Further closed session discussion may be needed on this item prior to further action)
6. City Property Farm Lease. RECOMMENDATION: Review, discuss and action as appropriate.
7. Redistricting From 2020 Census. RECOMMENDATION: Recommend to Common Council to approve and adopt Resolution #21-15 to Adopt Ward Plan and to Designate Polling Place for City of Berlin in Green Lake and Waushara Counties.
8. Equipment Replacement for DPW and Parks. RECOMMENDATION: Discuss and recommend to Common Council to authorize 2021 budget adjustments for 2021 purchase of wide-area mower and paint stripers and waive the formal bidding process and require three written quotes.
9. 2022 Shared-Ride Taxi Grant. RECOMMENDATION: Recommend to Common Council to Approve the 2022 Exercise of Option for Shared-Ride Taxi Service agreement and authorize the appropriate signatures.
10. Motion to convene into closed session pursuant to WI §19.85 (1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. (*Discuss on 271 McKittrick Street and 356 S. Church Street Property issues*)
11. Reconvene into open session and action as appropriate from closed session discussion.
12. Adjourn.

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

DATE: September 30, 2021

TO: Committee Of The Whole

FROM: Jodie Olson

**RE: 271 McKittrick Property Raze or Repair Order**

BACKGROUND: Council issued a raze or repair order for 271 McKittrick Street in June and it was recorded with the County on July 7 with the owner having been served on July 14. Since that time, the property owner has been working with the Building Inspector and has been issued permits for repairs. However, it was determined that the supporting structure was damaged extensively and must be repaired prior to the other permitted work being done. Further permitting will be necessary. The property owner, Jerry Newton, has been asked to attend the meeting to provide Council an update as well as a plan of how and when the property will get cleaned up. With a raze or repair order in place it is up to Council on how to proceed by either giving the property owner more time to bring the property up to satisfactory condition or move forward with razing the property.

Open session discussion will be for the property owner to provide a status update. A closed session is available to discuss any further litigation matters.

RECOMMENDATION: Discuss and action as appropriate.

DATE: 9/27/2021

TO: Committee Of The Whole

FROM: Scott Zabel

**RE: City farm lease**

BACKGROUND: The city farm land located in the North Industrial Park which is approximately 134 acres has for years been leased by Laverne Pomplun. Laverne recently passed, I spoke with Mary Pomplun to find out if she was still interested in leasing the land in the future and Mary stated that once the crops are off they would no longer want to lease the property. The city was approached by Kevin Krentz of Krentz Family Dairy Inc. inquiring if they could lease the property from the city if Mary chose not to. Laverne and Mary were very good stewards of the land for years and I feel the Krentz family would be good stewards as well. Krentz Family Dairy Inc. had purchased several acres from Laverne and Mary which borders the city farm land which allows them to farm acreage in close proximity. Kevin stated that they would not be interested in renting the barn loft at the city dog pound as Laverne did. I have included a copy of the Pomplun lease agreement and maps showing the city farm locations. I have also included a proposal from Kevin Krentz for you to review.

RECOMMENDATION: Approve the request to lease the city farm land to Krentz Family Dairy Inc.

## CITY OF BERLIN - AGRICULTURAL LAND LEASE

### SECTION I. DATE, CONTRACTING PARTIES, DESCRIPTION OF PROPERTY, TERMS AND EXTENT OF THE LEASE.

1. This lease dated this 1<sup>st</sup> day of January, 2008 between the CITY OF BERLIN, a Wisconsin municipal corporation, herein called the Lessor, and LAVERNE A. POMPLUN, herein called the Lessee.
2. The Lessor, in consideration of the agreements with the Lessee herein after set forth, hereby leases to the Lessee to occupy and to use, for agricultural purposes only, the following described property:

Parcel 1: The area of City of Berlin land located south of WWTP Road, north of the Fox River and east to the City limits. Total of 52.64 leased acres.

Parcel 2: The area of City of Berlin land formerly known as the Featherston Property located in the northeast quarter of the northwest quarter of Section 34. Total of 26.78 leased acres. This is the area that has the new industrial park road (Power Drive extension) and cul-de-sac located on it.

Parcel 3: The area of City of Berlin land formerly known as the Davis Farm located in the west half of the northeast quarter of Section 34, less the 5 acres located in the northwest quarter of the northeast quarter of Section 34. A total of 54.87 leased acres.

Parcel 4: The area of City of Berlin land at the intersection of Power Drive and County Trunk X, located north of Power Drive and east of County Trunk X. Total of 3.19 leased acres.

One Steel Shed located south of S. Knopf Rd.

The barn loft located at the City dog pound.

The above leased property is all located in the Town of Aurora, Waushara County, Wisconsin. Parcels 1-4 are further illustrated on the attached aerial photograph.

3. The lease shall become effective on the 1<sup>st</sup> day of January, 2008, and shall continue in force until the 31st day of December, 2010. Lessee shall have the option to renew this lease for additional one year periods, for a maximum of 3 additional years (through December 31, 2013), by giving notice to the Lessor no later than November 1, prior to the renewal term. For the period after December 31, 2013, this lease shall automatically renew from year to year unless a written notice of non-renewal is given by either party to the other on or before November 1 of each year of the Agreement. FURTHER, THE LESSEE ACKNOWLEDGES AND UNDERSTANDS THAT ALL THE REAL ESTATE LEASED HEREUNDER IS CONSIDERED A POTENTIAL INDUSTRIAL BUILDING SITE AND ANY PLANTINGS SHALL BE AT THE LESSEE'S OWN RISK, WITHOUT REIMBURSEMENT. ACCORDINGLY, ANY LAND LEASED HEREUNDER MAY AT ANY TIME BE SOLD, IN WHOLE OR IN PART, BY LESSOR TO A THIRD PARTY DEVELOPER, WITH NO RIGHT OF REIMBURSEMENT FOR CROPS PLANTED AND DESTROYED AS A RESULT OF THE SALE AND DEVELOPMENT OF SAID PROPERTY. IF ANY PROPERTY IS SOLD TO A THIRD PARTY DURING THE TERM OF THIS LEASE, BUT NOT DEVELOPED DURING THE SAME YEAR, THIS LEASE SHALL SURVIVE THE SALE FOR THAT YEAR TO ALLOW LESSEE THE RIGHT TO ENTER SAID LANDS AND HARVEST ANY CROPS NOT DISTURBED BY DEVELOPMENT. IF LESSEE IS PROHIBITED FROM HARVESTING ANY CROPS HEREUNDER AS A RESULT OF A SALE TO AND DEVELOPMENT BY A THIRD PARTY, NO CASH RENTAL PAYMENTS SHALL BE DUE FOR THAT PORTION OF PROPERTY (PRORATED ON A TENTH OF AN ACRE BASIS) FOR THAT YEAR OF SALE.
4. The Lessee shall neither assign this lease to any person or persons, nor sublet any part of the real estate for any purpose without written consent of the Lessor.
5. No partnership is established. The terms of this lease shall not be construed as establishing a partnership relation between the Lessor and the Lessee, and neither party is to be held liable for any debts or obligations

134.29  
Acres

Sold

incurred by the other.

## SECTION II. RENTAL PAYMENTS AND SECURITY

1. The annual cash rent for the leased property to be paid by the Lessee to the Lessor is as follows:  
  
For Parcel 1, \$60.00 per acre totaling \$3,158.40 in one installment due on November 1 of each year of the agreement.  
  
For Parcel 2, \$60.00 per acre totaling \$1,606.80 in one installment due on November 1 of each year of the agreement.  
  
For Parcel 3, \$60.00 per acre totaling \$3,292.20 in one installment due on November 1 of each year of the agreement.  
  
For Parcel 4, \$60.00 per acre totaling \$191.40 in one installment due on November 1 of each year of the agreement.  
  
For the barn loft located at the City dog pound: \$420.00 per year due on November 1 of each year of the agreement.
2. Overdue rental payments shall bear interest at the annual effective rate of 12.00%.

## SECTION III. ADDITIONAL LESSEE OBLIGATIONS

Lessee shall during the term of this lease:

1. Follow farming practices that are generally accepted and best adapted to this type of farm and for this locality unless other practices are agreed upon.
2. To preserve established water courses, tile drains, tile outlets, grass waterways and terraces and to refrain from any operation that will injure them.
3. To cut, spray, or otherwise control noxious weeds before they go to seed.

## SECTION IV. RIGHTS AND PRIVILEGES

1. The Lessor or anyone designated by the Lessor shall have the right of entry at any reasonable time to inspect the property and/or the farming methods being used.
2. The Lessor reserves the right to use the leased property for purposes that will not interfere with the Lessee's full enjoyment of the agricultural use rights granted in this Agreement.
3. The Lessee shall not have any above or below ground mineral rights.
4. If this lease is terminated, other than for sale to and development by a third party as described in Section I, Paragraph 3 above, before the end of the normal production year, the Lessee shall have the right of entry for the purpose of the annual harvesting of crops seeded before the termination, or to sell his interest in such annual crops either to the Lessor or to the succeeding Lessee provided the Lessee does not interfere with normal field operations of the succeeding season. If the Lessee, in view of the approaching termination of the lease, fails to plant crops in a timely manner and in accordance with accepted farming practices, the Lessor or his designated agent shall have right of entry to plant crops.

## SECTION V. ENFORCEMENT OF AGREEMENTS AND ARBITRATION


1. Failure of either the Lessor or the Lessee to comply with the agreements set forth in this lease shall make either liable for damages to the other party. Any claim by either party for such damages shall be presented in writing to the other party, at least 180 days after the termination of this lease.
2. Matters which are not specified in this lease, but which may arise shall be settled by agreement between Lessor and Lessee.

#### SECTION VI. MISCELLANEOUS PROVISIONS

1. Any failure of either party hereto to enforce any of its rights or remedies hereunder shall not be construed as a waiver of its right to do so hereinafter.
2. In the event any provision of this Agreement is held to be void, invalid or unenforceable in any respect, then the same shall not affect the remaining provisions thereof, which shall continue in full force and effect.
3. All notices provided for in this Agreement shall be deemed given one (1) business day after the date sent in writing or following transmission by electronic facsimile copy to the appropriate party at the party's last known address.
4. All of the terms and conditions of this Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their respective successors, heirs, and assigns.
5. The parties hereby agree to the jurisdiction and venue of Waushara County in the State of Wisconsin and that this Agreement shall be construed in accordance with the laws of the State of Wisconsin. Both parties consent to service of process upon them in any such action or proceeding by mailing copies thereof by United States registered or certified airmail, postage prepaid, return receipt requested to the party.
6. The section and other headings contained in this Agreement are and shall be for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
7. This agreement contains the entire understanding of the parties. It may not be changed orally. This agreement may be amended or modified only in writing that has been executed by both parties hereto.

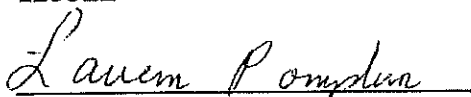
#### SECTION VII. SIGNATURES

LESSOR

  
Richard D. Schram, City of Berlin Mayor

  
Jodie Olson, City of Berlin Clerk

LESSEE

  
Laverne Pomplun



**Farm 4808 Tract 8967**  
Green Lake Co. USDA Service Center

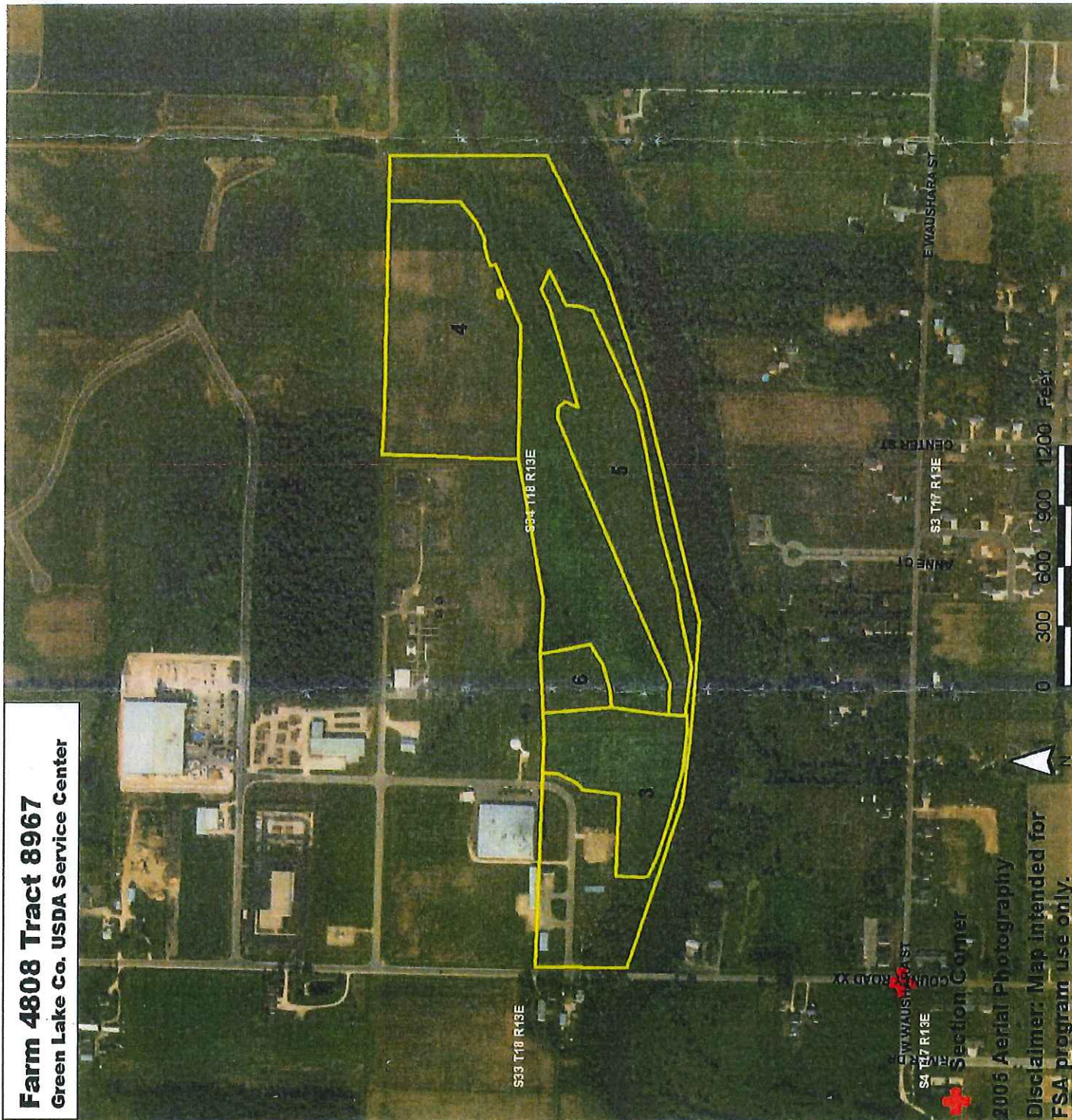
Fld	Acres	HEL	Crp
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3	8.23	N	
4	17.38	N	
5	11.83	N	
6	2.24	N	

Part of  
Parcel 1

**RECEIVED**

**Total Cropland Acres  
39.68**



2005 Aerial Photography  
Disclaimer: Map intended for  
FSA program use only.



**Farm 4808 Tract 8964**  
Green Lake Co. USDA Service Center

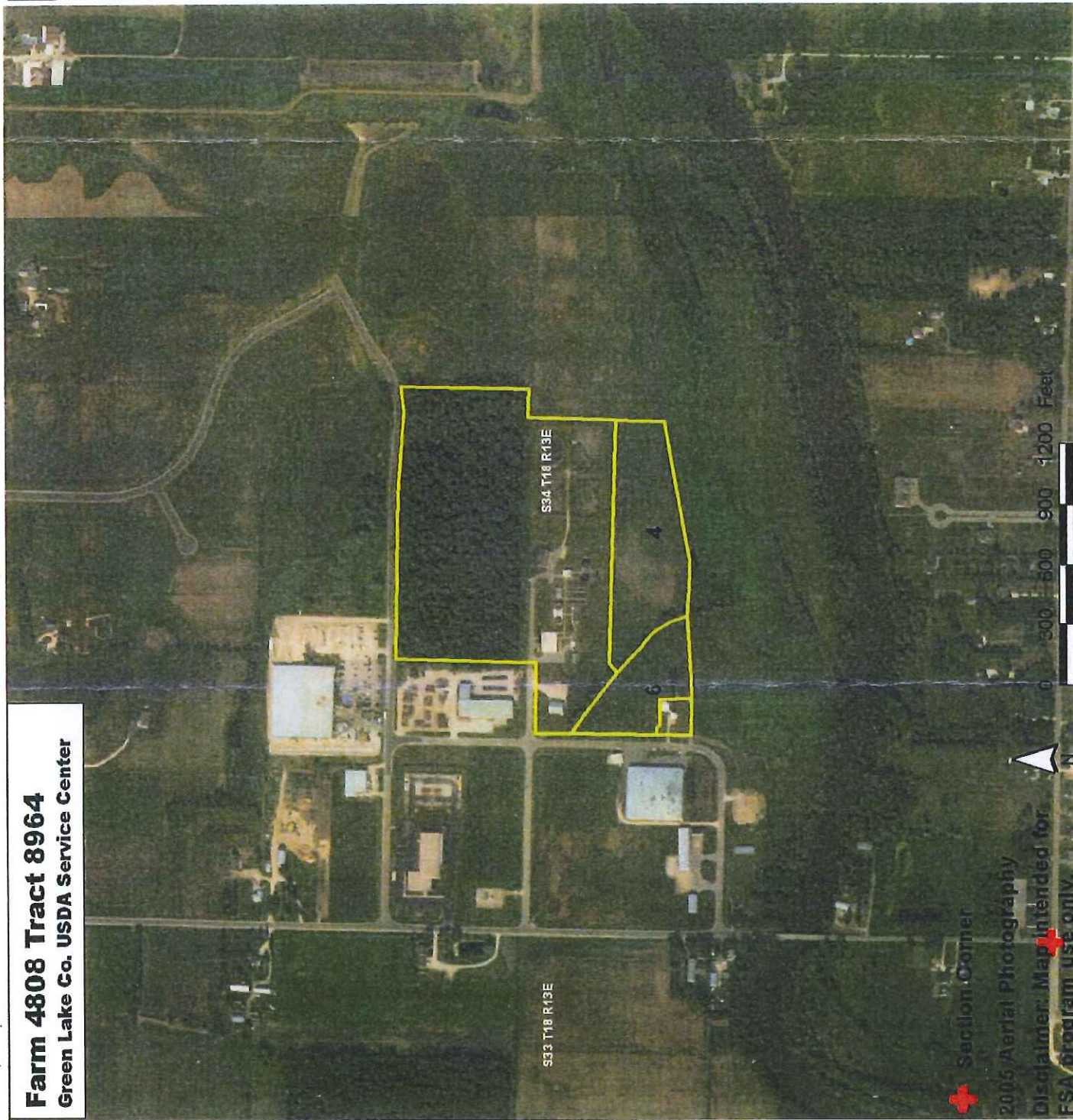
Fld	Acres	HEL	Crp
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4	8.51	N	
6	4.15	N	

Part of  
Parcel 1

**RECEIVED**  
DEC 11 2007

**Total Cropland Acres**  
**12.66**



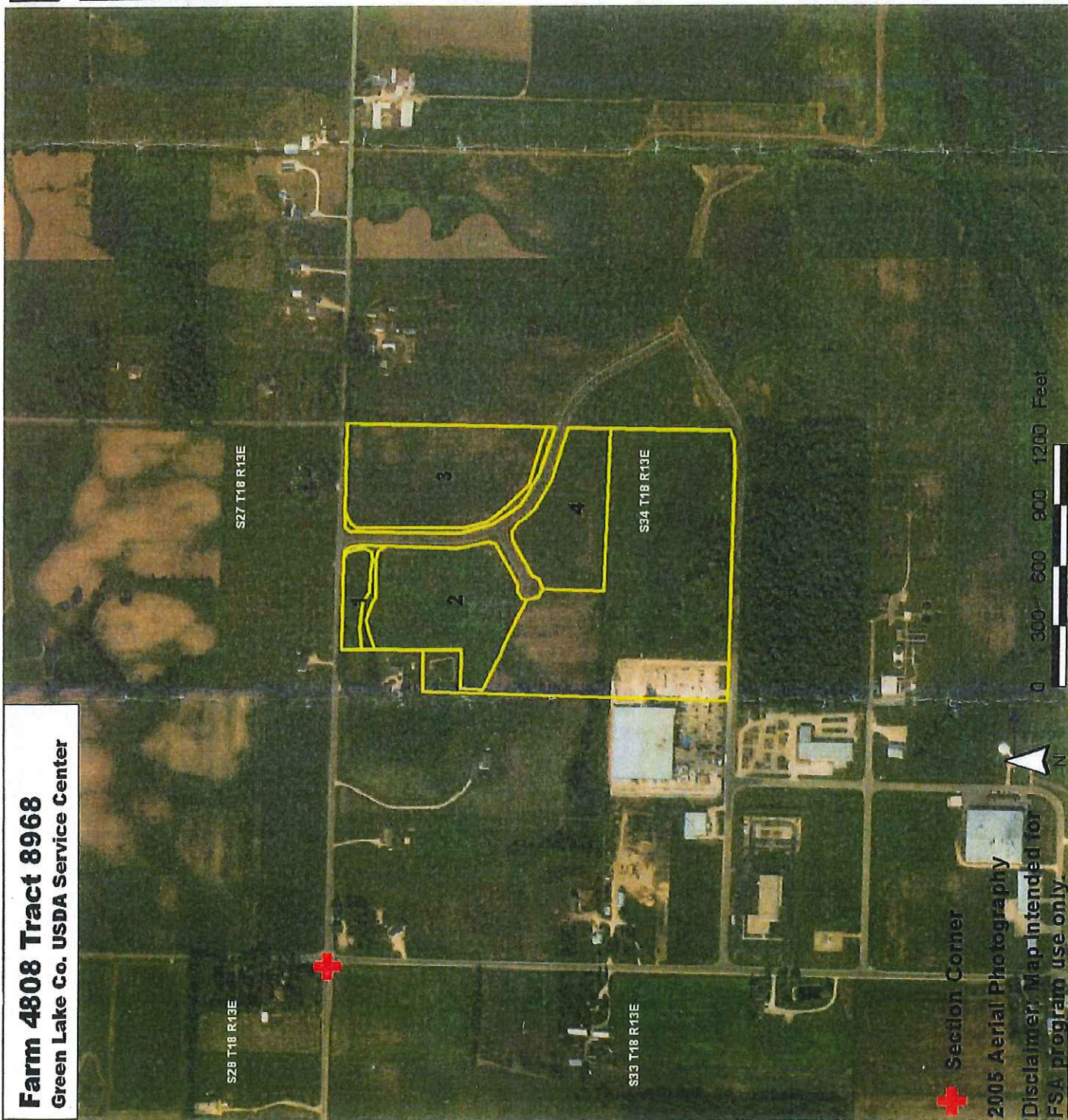


**Farm 4808 Tract 8968**  
Green Lake Co. USDA Service Center

Eld	Acres	HEL	Crp
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1	1.26	N	
2	8.99	N	
3	10.32	N	
4	6.21	N	

Parcel 2



**Section Corner**

2005 Aerial Photography

Disclaimer: Map Intended for  
FSA program use only.

**RECEIVED**  
DEC 11 2017

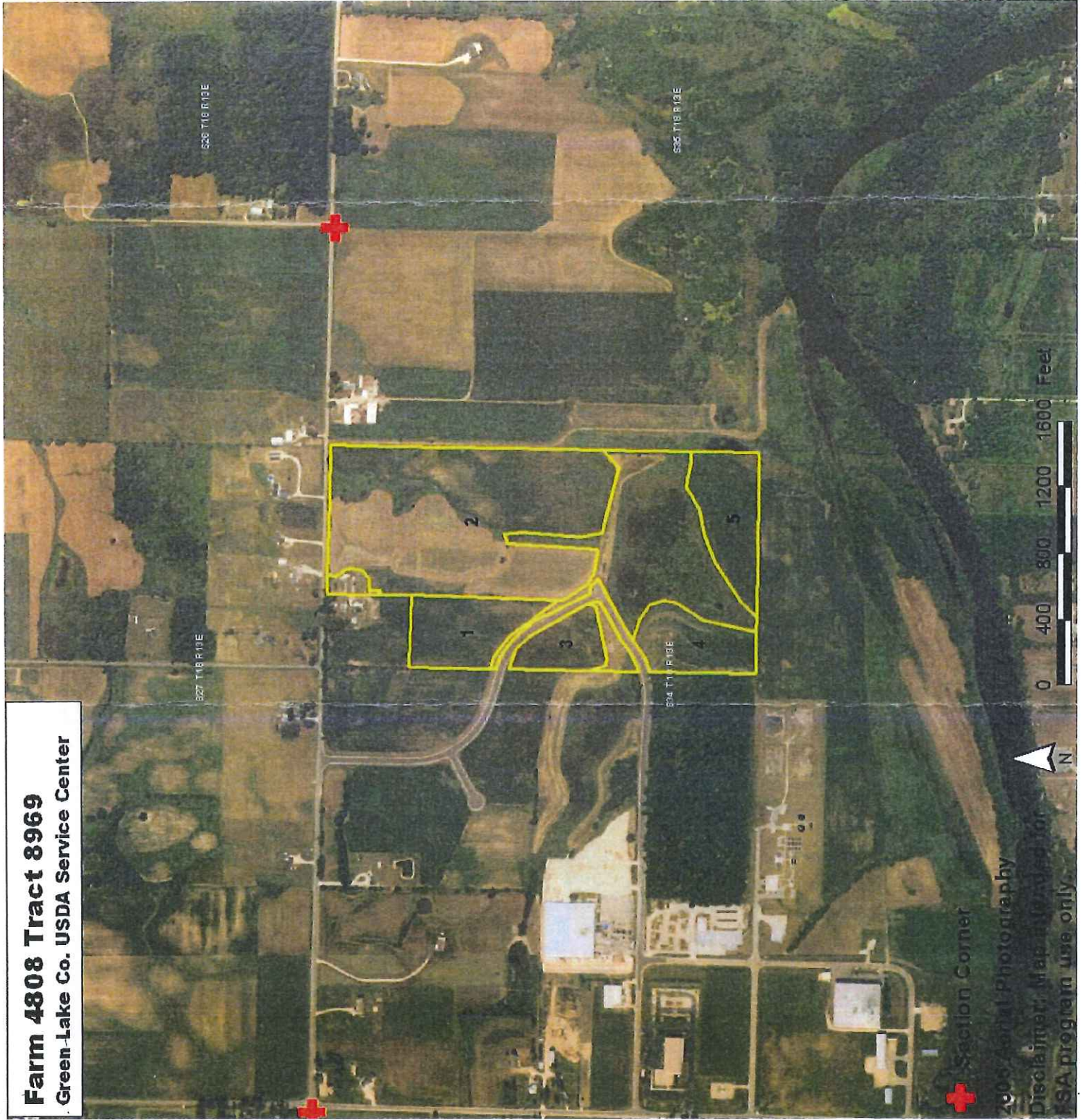
**Total Cropland Acres**  
**26.78**



**Farm 4808 Tract 8969**  
Green-Lake Co. USDA Service Center

Fld	Acres	HEL	CRP
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1	6.57	N	
2	32.50	N	
3	3.67	N	
4	5.58	N	
5	6.55	N	



Parcel 3

**RECEIVED**

JAN 15 2008

**Total Cropland Acres**  
**54.87**



### Farm Lease Agreement

This Farm Lease Agreement is made between the Land Owner \_\_\_\_\_ CITY OF BERLIN \_\_\_\_\_ and the Tenant \_\_\_\_\_ Krentz Family Dairy Inc \_\_\_\_\_ for the lease of the following property: Ag land near and to the east of the North Industrial Park of Berlin. Land consists of approximately 135 Acres. Will be soil sampled and GPS measure in the fall of 2021 after crops are removed. Land rent will be based on the GPS acres. Documentation will be provided. \_\_\_\_\_

1. The Tenant shall have the right to use the property for agricultural purposes.
2. The lease shall be as follows(choose one):
  - a. (X) fixed term lease beginning on 1/1/2022 and ending on 12/31/2026 for a total of 5 years.
3. The lease rent shall be as follows: Cash rent; The Tenant agrees to pay the Land Owner \$ 80 per acre for a total amount of \$ \_\_\_\_\_ every year as rent. The rent shall be payable on 50% June 20th and 50% November 20th each year.
4. The Land Owner agrees to pay the following crop expenses(IE: Lime), if any: NONE
5. The Tenant agrees to practice sustainable crop management methods.
6. The Tenant/Land Owner(highlight) is responsible for trimming all fenceline brush and trees
7. It is agreed that this farm lease agreement shall not create a partnership between Tenant and Land Owner.
8. If land is sold during this contracted period the following conditions apply:
  - a. If sold outside of growing season the acres are removed from the remainder of this agreement.
  - b. If sold within growing season and is 5 acres or less, the rent will be reimbursed or not charged. Acres will be removed from the remainder of this agreement
  - c. If sold within growing season and over 5 acres, the rent will be reimbursed and crop inputs will be reimbursed. Acres will be removed from the remainder of this agreement.

9. Additional terms and conditions:

\_\_\_\_\_

10. Name and address of land rent payment:

\_\_\_\_\_

\_\_\_\_\_

Land Owner: \_\_\_\_\_

Land Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Tenant: Krentz Family Dairy Inc.

Tenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



DATE: October 1, 2021

TO: Committee of the Whole

FROM: Jodie Olson, City Administrator

**RE: Redistricting**

**BACKGROUND:** With the 2020 census complete, it is time to review the results and the impact on redistricting. The goal of redistricting is simply to divide Berlin's population evenly among the 6 aldermanic districts. The portion of Waushara County that is within the City of Berlin is considered Ward 7, but is ultimately combined with Ward 1 at elections.

You will find the following documents attached:

- Resolution Adopting the Ward Plan and Designating Polling Place
- Current Ward Map for City of Berlin. This includes Green Lake and Waushara County
- Draft Green Lake County Supervisory District Map
- City of Berlin-Green Lake County Proposed Supervisory/Ward Map
- GIS Scans showing proposed changes to Wards 1, 2, 4 & 5 in GL County
- Draft Waushara County Supervisory District Map
- City of Berlin-Waushara County Proposed Supervisory/Ward Map (Unchanged)

To avoid complication and confusion among districts, it is best to keep the aldermanic districts consistent with the County Supervisor districts. The enclosed maps from both counties show the tentative new boundaries for the aldermanic districts. Our wards need to have populations of less than 1,000, so some lines needed to be redrawn to redistribute the ward and district populations to get them as evenly populated as possible. There were population reallocations made from Ward 1 to Ward 2 and from Ward 5 to Ward 4.

The Common Council needs to approve and adopt the proposed plans by resolution before final county adoption. Once the county officially adopts the plan, we will need to update the ward boundaries via ordinance.

**RECOMMENDATION:** Recommend to Common Council to approve and adopt Resolution #21-15 to Adopt Ward Plan and to Designate Polling Place for City of Berlin in Green Lake and Waushara Counties.



## RESOLUTION # 21-15

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### RESOLUTION TO ADOPT WARD PLAN AND TO DESIGNATE POLLING PLACE FOR CITY OF BERLIN IN GREEN LAKE AND WAUSHARA COUNTIES

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WHEREAS, the City of Berlin of Green Lake and Waushara Counties, Wisconsin, is required to establish wards in accordance with Section 5.15 of the Wisconsin Statutes; and

WHEREAS, Section 59.10(3)(b) of the Statutes requires that each County Board adopt and transmit to each municipal governing body in the County a tentative County Supervisory District Plan, and the City of Berlin has received copies of said plans; and

WHEREAS, Wisconsin Statutes require that each municipality designate the various ward(s) to be created within the municipality.

NOW THEREFORE BE IT RESOLVED, that the City of Berlin Common Council does hereby create wards as follows:

**Ward 1** – which shall be a portion of Green Lake County Board Supervisory District #17 with a population of 954. *Ward boundary map is attached.*

**Ward 2** – which shall be a portion of Green Lake County Board Supervisory District #16 with a population of 969. *Ward boundary map is attached.*

**Ward 3** – which shall be a portion of Green Lake County Board Supervisory District #15 with a population of 864. *Ward boundary map is attached.*

**Ward 4** – which shall be a portion of Green Lake County Board Supervisory District #14 with a population of 947. *Ward boundary map is attached.*

**Ward 5** – which shall be a portion of Green Lake County Board Supervisory District #19 with a population of 812. *Ward boundary map is attached.*

**Ward 6** – which shall be a portion of Green Lake County Board Supervisory District #18 with a population of 938. *Ward boundary map is attached.*

**Ward 7** – which shall be a portion of Waushara County Board Supervisory District #1 with a population of 87. *Ward boundary map is attached.*

BE IT FURTHER RESOLVED that the above ward boundaries are outlined and identified on the attached maps, which are incorporated herein by reference.

BE IT FURTHER RESOLVED that for all voting purposes, the above ward(s) will be combined, using one common polling place, which will be **147 Memorial Dr., Berlin, WI 54923** as located in Ward 1.

Adopted this 12<sup>th</sup> day of October, 2021.

ROLL CALL VOTE:

\_\_\_\_\_ AYES

\_\_\_\_\_ NAYS

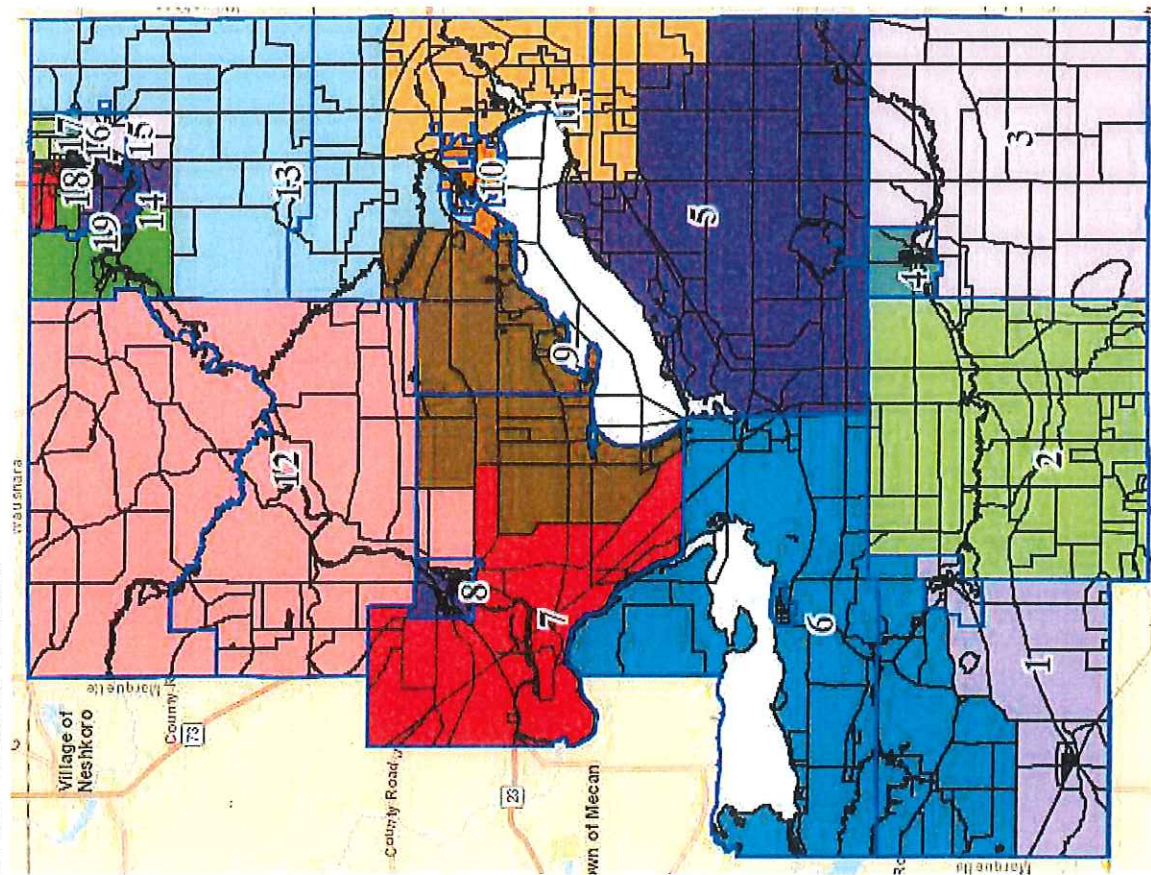
\_\_\_\_\_ ABSENT

CITY OF BERLIN

BY: \_\_\_\_\_  
Joel Bruessel, Mayor

ATTEST: \_\_\_\_\_  
Jodie Olson  
Administrator, Clerk/Treasurer

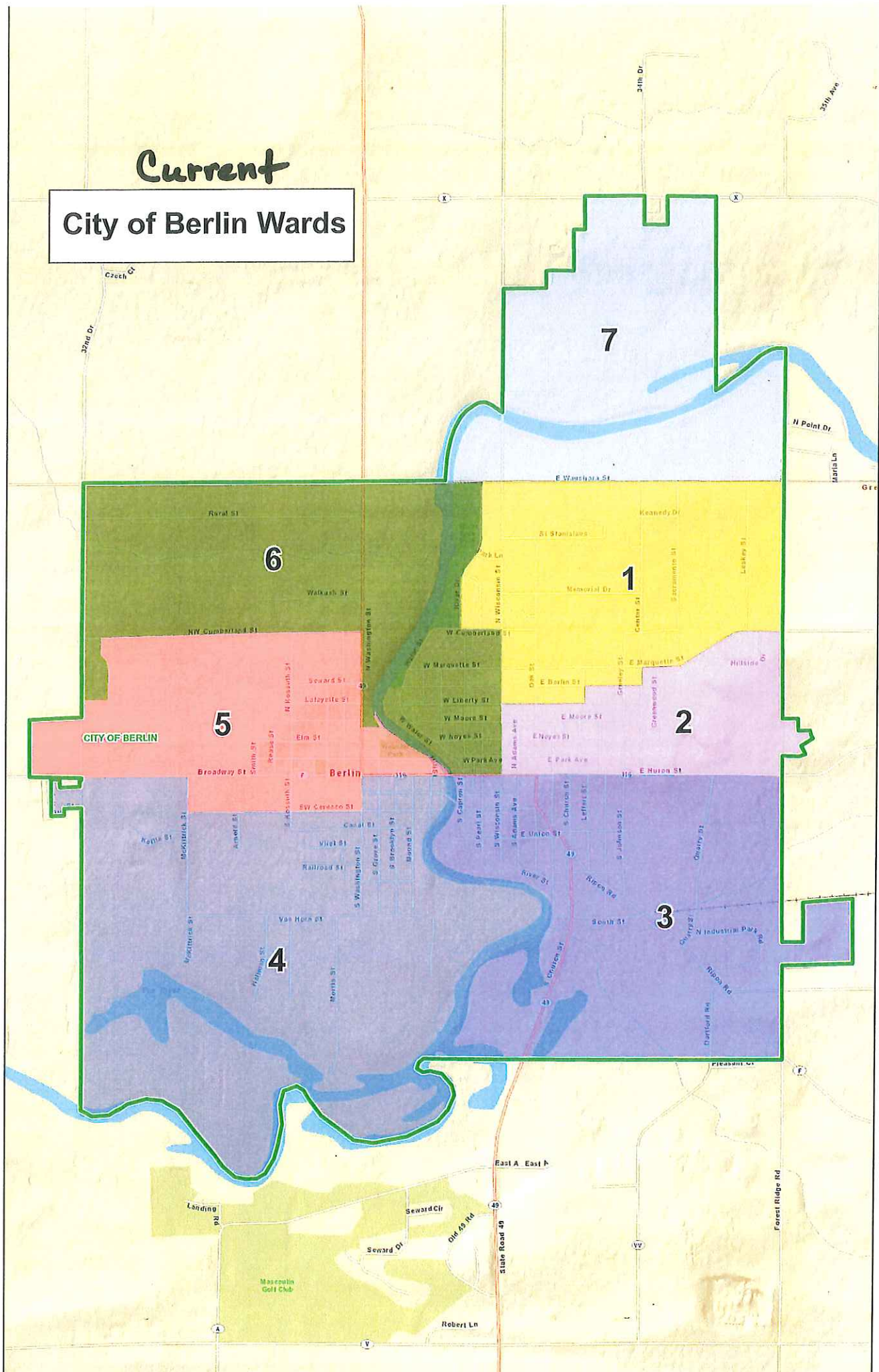
**Draft - Overall 12.19%**



Color	District	Population	Deviation	% Deviation
▼	1	1,017	16	1.60%
▼	2	1,057	56	5.59%
▼	3	935	-66	-6.59%
▼	4	937	-64	-6.39%
▼	5	998	-3	-0.30%
▼	6	1,038	37	3.70%
▼	7	998	-3	-0.30%
▼	8	1,022	21	2.10%
▼	9	1,042	41	4.10%
▼	10	1,001	0	0.00%
▼	11	1,037	36	3.60%
▼	12	1,048	47	4.70%
▼	13	1,020	19	1.90%
▼	14	1,050	49	4.90%
▼	15	968	-33	-3.30%
▼	16	969	-32	-3.20%
▼	17	954	-47	-4.70%
▼	18	938	-63	-6.29%
▼	19	987	-14	-1.40%



## City of Berlin Wards

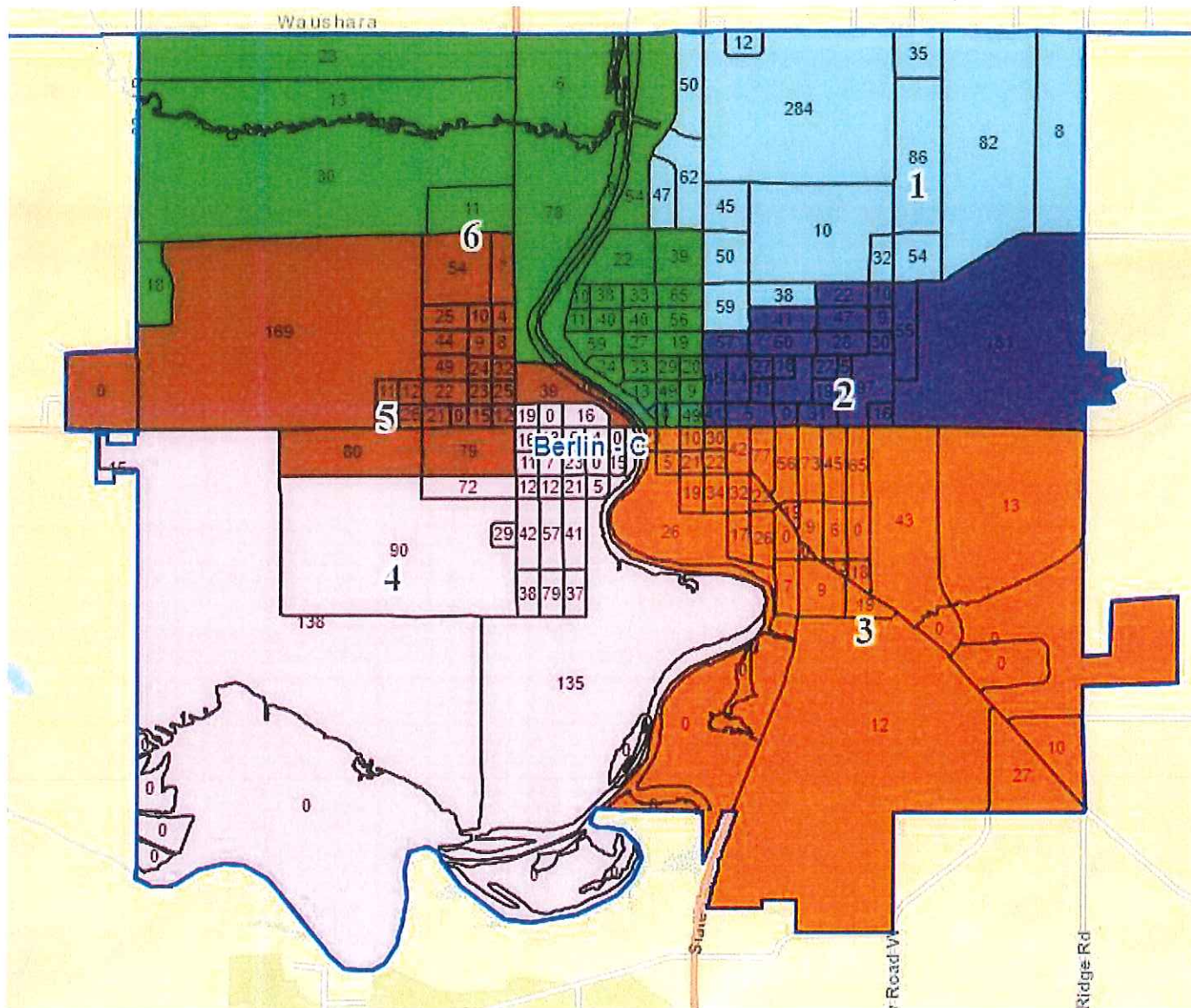




# GL County Proposed Supervisory/WARD MAP

City of Berlin, 2020 Census Ward Redistricting

City of Berlin

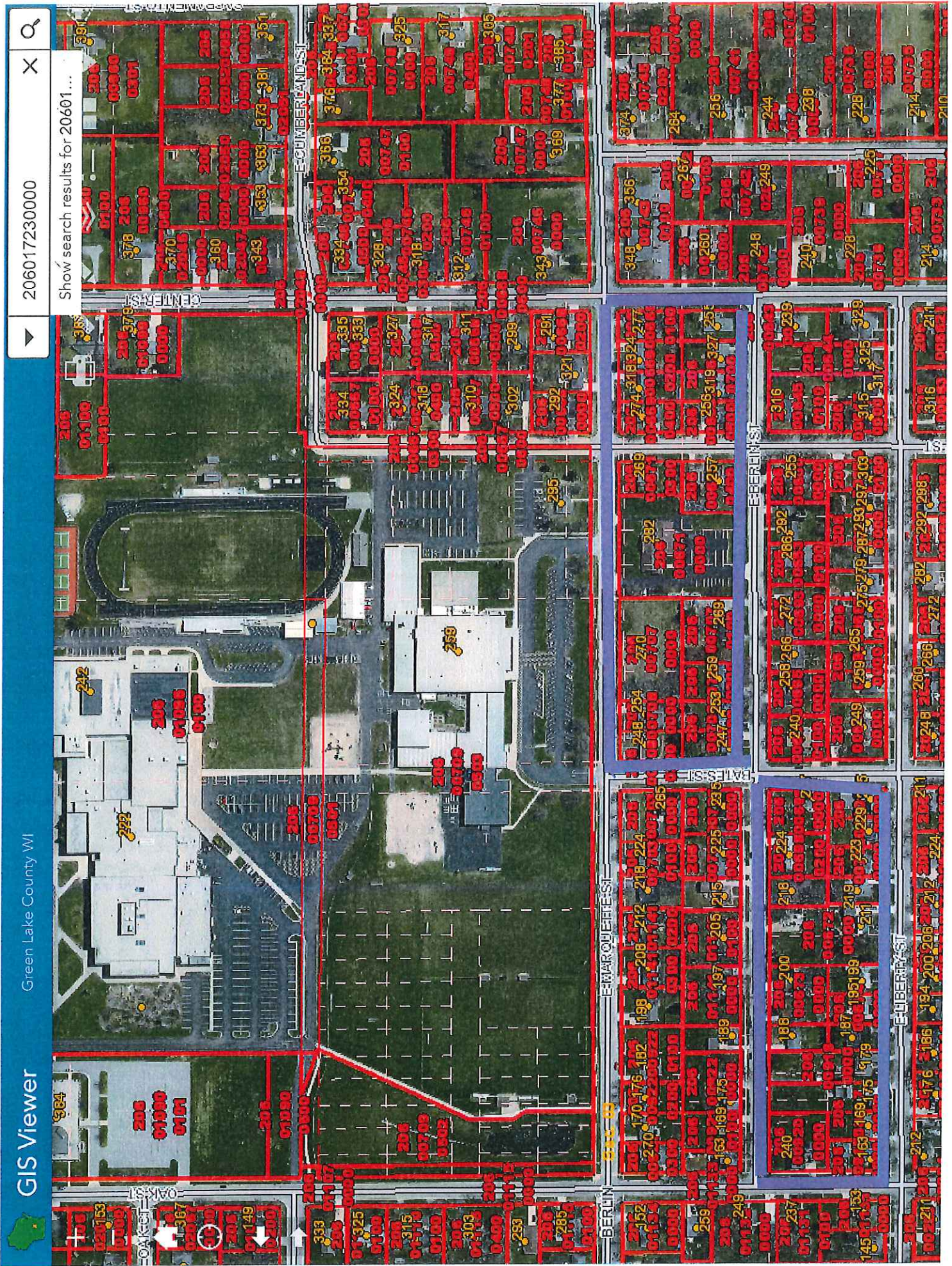


Color	Ward	Population
▼	1	954
▼	2	969
▼	3	864
▼	4	947
▼	5	812
▼	6	938

2020 Census Total Population 5,484



11 Highlighted Area Moved from Ward 1 -> Ward 2

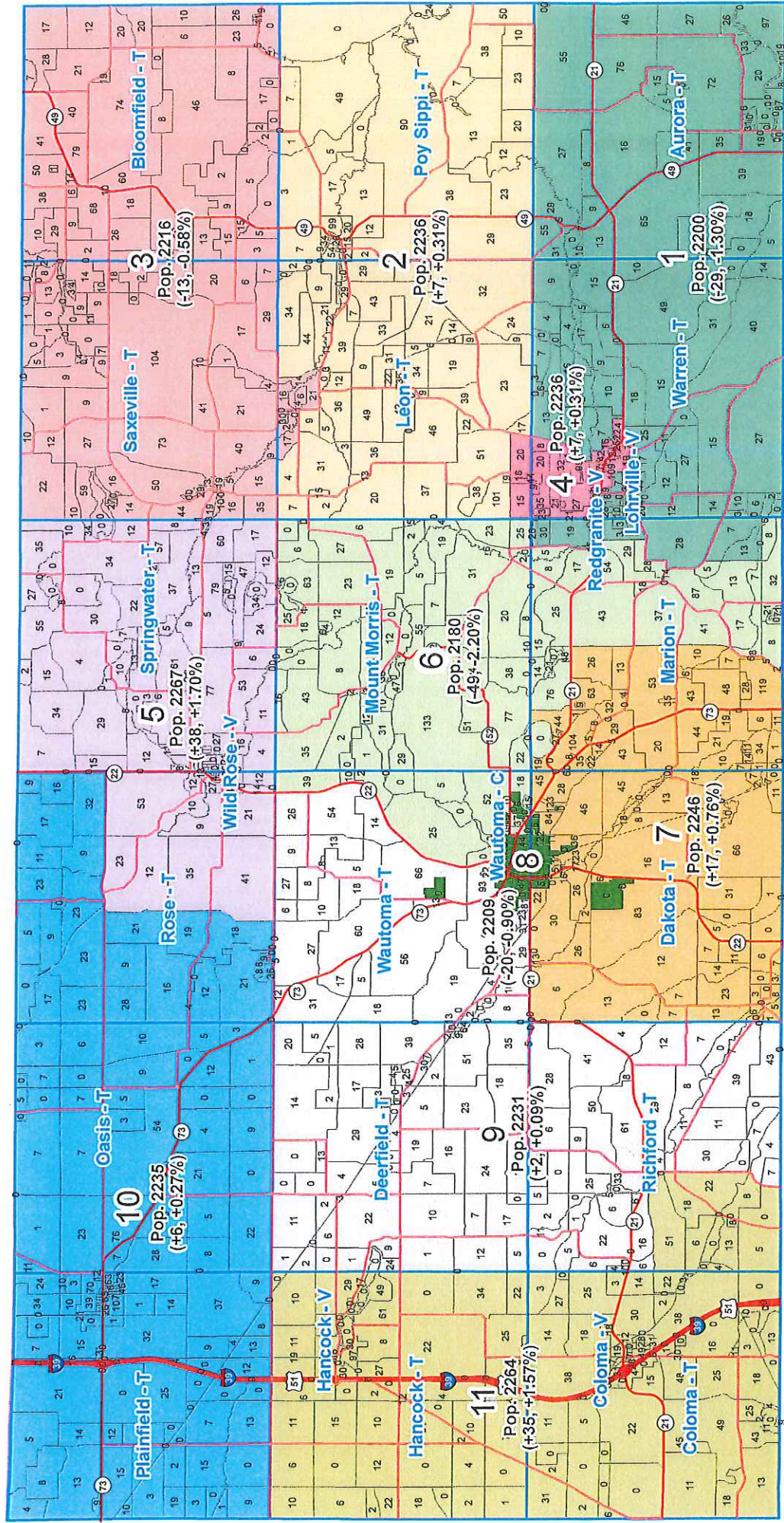








Waushara County Proposed Supervisory Districts Revised Plan 4  
 Target Population: 2229 per District; Target Deviation: less than 10%  
 3.90% Cumulative Deviation



**Key**

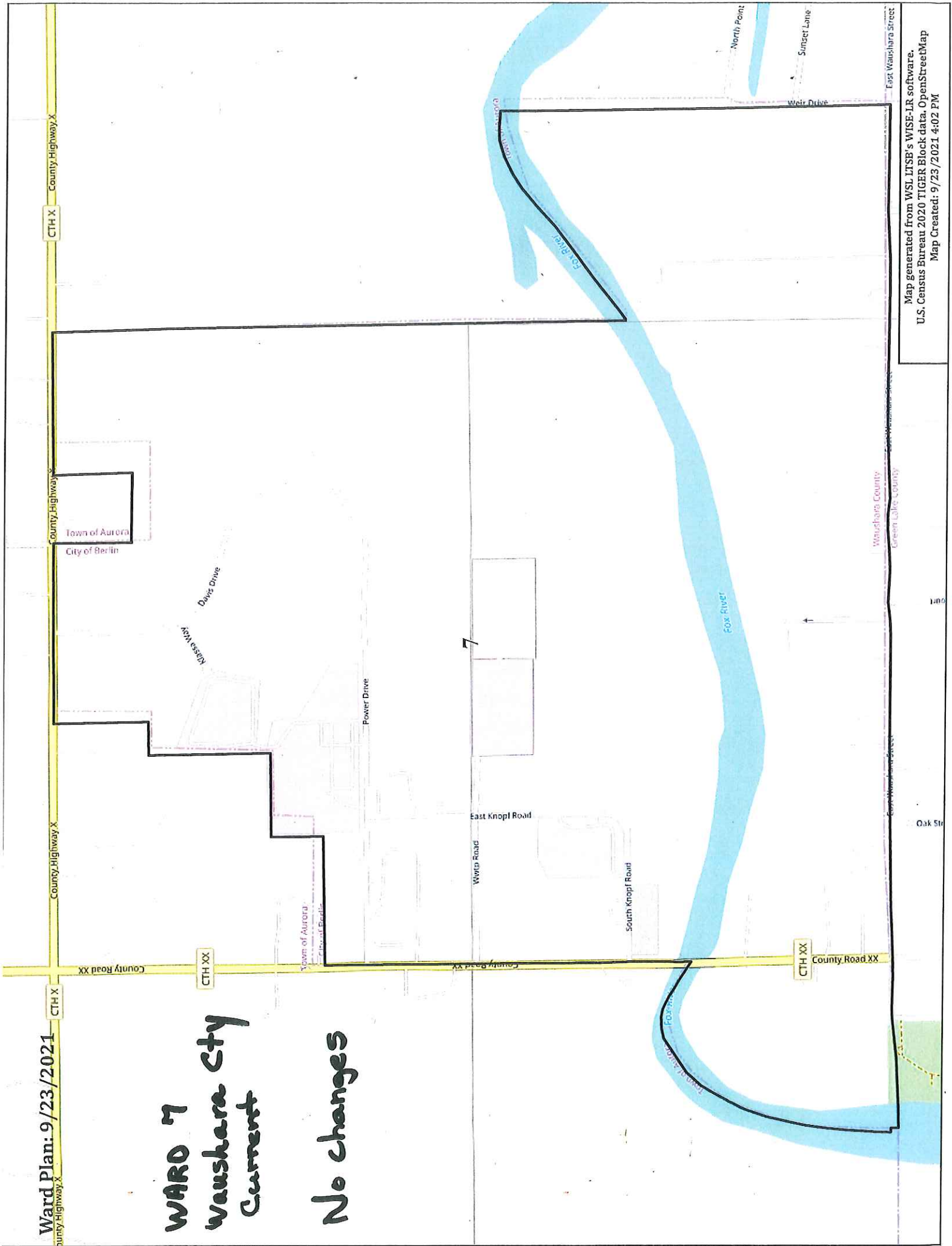
(+00, +0.00%); Proposed District increase/decrease, % deviation from target population



Ward Plan: 9/23/2021

WARD 7  
waushara cty  
Current

No changes



DATE: 9/28/2021

TO: Committee Of The Whole

FROM: Scott Zabel

**RE: DPW & Parks equipment**

BACKGROUND: There are two pieces of equipment that need to be addressed for next year. I would like to try to utilize anything I can out of the 2021 budget instead of having to ask for these items in the 2022 budget.

- 1) SET OF PAINT STRIPERS: The two paint stripers used to paint the streets were purchased in 2000. They are at the end of life and we will need new ones for next year. All of the major components have been replaced and have been failing over the last two years. At this point they have parts that are obsolete and trying to find replacement parts is extremely difficult. The units are over twenty years old and have served their usefulness. I have solicited for proposals to replace the two sprayers and the lowest cost was \$19,130. This proposal was from the same company we purchased them from originally. The quoted units would be 2021 sprayers.
- 2) WIDE-AREA MOWER: The parks system currently has a 2007 wide area mower which is used to mow the majority of the park system. Over the last three years this unit has been in the shop for repairs more than it has been mowing lawns in the parks. The last two winters it was in the dealers shop for major repairs and each visit at a cost of roughly \$5000 not to mention all the repairs our mechanic has done to it over time. I have solicited proposals to replace this unit as well. The lowest proposal was a replacement cost of \$39,000 which includes a trade-in value of \$15,400. This is a 2021 model wide area mower with a two year warranty.

The proposals received all have the same base price under municipal discounting programs. The difference in price is simply the trade-in value of the old equipment, which differs on all three proposals. Also, it is best to get end of the year pricing and to have the new units on hand early in the season.

Using existing 2021 budget line items, I propose the following 2021 budget adjustment for your approval to accommodate these equipment purchases:

**Paint Stripers:**

DPW Budget: *Salt shed is full and no salt purchase is necessary in 2021*

10-53-31200-340 Salt	\$14,000
10-53-31100-860 Capital Equipment	<u>\$ 5,000</u>
	\$19,000

**Wide-Area Mower:**

Pool Budget: *Pool shut down in 2020 with COVID leaving 2021 budgeted expenses favorable.*

10-55-42002-340 Operating Supplies	\$ 4,000
10-55-42002-360 Other R&M	\$ 9,000
10-55-42002-380 Equip & Structures	\$12,000

DPW Budget

10-53-31200-340 Salt	\$ 3,000
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Contingency

10-59-900010-390 Contingency	<u>\$11,000</u>
	\$39,000

RECOMMENDATION: Discuss and recommend to Common Council to authorize 2021 budget adjustments for 2021 purchase of wide-area mower and paint stripers and waive the formal bidding process and require 3 written quotes.



To: Common Council

Date: September 16, 2021

From: Susan Thom and Midge Seaman

Re: Taxi Grant Exercise the Option to renew shared-ride taxi contract for 2022 service year

BACKGROUND: Running Inc was awarded a 5 year contract for the shared-ride taxi contract. This year (Contract year 3) rate is \$32.35. The new option year rate is based upon the percent change in the Consumer Price index for All Urban Consumers (CPI-U) from the preceding year which is 5.3% applied to the current contract year price. The rate for 2022 is \$34.06.

Recommendation: Approve the 2022 Exercise of Options for Shared-Ride Taxi Service as presented and authorize the appropriate signatures.

## EXERCISE OF OPTIONS FOR SHARED-RIDE TAXI SERVICES

City of Berlin

Federal Transit Administration's Circular 4220.1F, requires that a price analysis is completed for each of the option years of your Shared Ride Taxi contracts.

Check your contract to see if you have a 1 year contract with 4 option years or a 2 year contract with 3 option years. **If the next calendar year is an option year, please complete this form and submit to the WisDOT Bureau of Transit by September 30, 2021.**

To calculate your vendor's hourly rate for next year, add their current rate plus the most recent annual rate of inflation, the Consumer Price Index for all items as published on the Bureau of Labor Statistics web site: <https://www.bls.gov/news.release/pdf/cpi.pdf>

The current rate (CPI-U) for all items used for this calculation is 5.3%, based on the annual rate from August 2021 per Section 2.22 in the RFP.

Running Inc. current rate	Current Rate of Inflation	Rate that will be paid in 2022 (current rate x current rate of inflation)
\$32.35	5.3%	\$34.06

**\*\*Please compare the 2022 rate with the spreadsheet of Shared-Ride Taxi service costs for systems statewide (taking into account similar percentage increases for inflation as calculated above), and give **specific information** below that asserts your hourly rate for 2022 is fair and reasonable. (stating "per contract" is not an adequate response to comply with FTA requirements)**

The rate is fair and reasonable because: the rate is within 10% of the average rate times the current rate inflation for our peer Group 2

This agreement with Running Inc. is in accordance with the original RFP, all attachments, addenda and revisions, the contractor's proposal and all applicable federal certifications and clauses.

Please have this document signed by the vendor and a transit system signatory authority, email the signed document to [danette.tessmann@dot.wi.gov](mailto:danette.tessmann@dot.wi.gov)

The federal clauses must also be signed by the vendor and submitted to [danette.tessmann@dot.wi.gov](mailto:danette.tessmann@dot.wi.gov)

\_\_\_\_\_  
Vendor Name and Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Transit System Signature

\_\_\_\_\_  
Date