

AGENDA  
COMMITTEE OF THE WHOLE MEETING  
CITY OF BERLIN  
TUESDAY, NOVEMBER 2, 2021, 7:00 PM  
COMMON COUNCIL CHAMBERS  
<https://zoom.us/j/8698673815>  
Meeting ID: 869 8673 2815  
1 312 626 6799 US TOLL-FREE

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 October 5th, 2021 Committee of the Whole meeting and October 19<sup>th</sup>, 2021 Special Committee of the Whole meeting.
5. Potential Sale of TID#02E Johnson Street Developments Property. RECOMMENDATION: Listen to Presentation with Discussion and Action as appropriate. (*Note: Closed session is also available for further discussion on this item*)
6. Remediation for Old Safeguard Property at 114 Pierce Street and 119 Commercial Street. RECOMMENDATION: Recommend to Common Council to request additional funding from Wisconsin Economic Development Corporation (WEDC) - Site Assessment Grant to complete Vapor Intrusion Testing and Ground Water Testing as needed per the DNR.
7. 2022 Senior Transportation Purchase of Service Contract. RECOMMENDATION: Recommend to Common Council to approve the 2022 Purchase of Service Contract with Green Lake County Department of Health & Human Services and authorize the appropriate signatures.
8. 2022 Berlin Senior Center Agreement for Senior Nutrition. RECOMMENDATION: Recommend to Common Council to approve the 2022 Agreement between Green Lake County DHHS and the City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures.
9. Ordinance Establishing New Ward Boundaries and Aldermanic Districts. RECOMMENDATION: Recommend to Common Council to approve and adopt Ordinance Establishing New Ward Boundaries and Aldermanic Districts.
10. Weights and Measures Fee Schedule. RECOMMENDATION: Recommend to Common Council to accept the Sealer of Weights and Measures fee schedule changes for 2022 as presented.

11. 2022 Budget Discussion. RECOMMENDATION: Discussion only. No action required.
12. 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. *(1)TID#02E Developers Agreement with State Bank of Chilton; and pursuant to Sec 19.85(1)(e), of the WI Statutes, to deliberate or negotiate the purchase of public property, investment of public funds or conduct other specified public business, whenever competitive or bargaining reasons require a closed session. ((1)Ducks Unlimited Donation Agreement for transfer of Bohn Property and (2) if necessary, Discussion on Union Negotiations).*
13. Reconvene into open session and action as appropriate from closed session discussion.
14. 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.*

October 27, 2021

To: Committee of the Whole

From: Sara Rutkowski

RE: Johnson Street Development LLC

Background:

TID #02E was created to complete required environmental cleanup at 268 S. Johnson Street. The City of Berlin has had an agreement with the State Bank of Chilton to remediate the Johnson Street Property since 2014. There have been five amendments to the Developer's Agreement since then, with the last one signed in September of 2017. The amendments allowed extending the time period and increasing the amount of the bond.

The State Bank of Chilton is reaching out as they have found a client to purchase the property and they would like to assign their rights under the City's agreement to the new prospective owner. I have included their letter.

Recommendation: Listen to presentation with discussion and action as appropriate.

**BURNETT, McDERMOTT, JAHN, KING & DESROCHERS, LLP**

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

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

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

October 11, 2021

Via Email only: [jolson@cityofberlin.net](mailto:jolson@cityofberlin.net)

Ms. Jodie Olson  
City of Berlin Administrator  
108 North Capron Street  
P.O. Box 272  
Berlin, WI 54923

RE: Johnson Street Development LLC

Dear Jodie:

As a followup to our telephone conversation today, I need to make a request of the City of Berlin regarding our Development Agreement.

The State Bank of Chilton has continued to remediate the Johnson Street property held by Johnson Street Development LLC and continues to work with Moraine Environmental.

We have a pending foreclosure in Green Lake County in front of Judge Slate in which there is a receivership and Damian Hoerth as the Vice President of the State Bank of Chilton has operated as that receiver.

We have been contacted by several entities over the past year attempting to buy distressed/contaminated properties at very low prices with the knowledge that they will have to remediate the same and comply with DNR requirements. We have had several contacts in that regard over the past 18 months.

We have now reached an agreement with an individual by the name of James Thoma who does business in Berlin. He has created a LLC known as Johnson Street Properties LLC. We have reached an agreement whereby Johnson Street Properties LLC will be purchasing the property located at 268 South Johnson Street, Berlin, Wisconsin, for a nominal price with knowledge of the contamination and its requirement to continue remediation. It is a good parcel of property that until recently garnered reasonable rents. The State Bank of Chilton has expended the sum of \$315,449.15 in remediation costs to date.

We have our Development Agreement with the City of Berlin dated July 15, 2014. It has had five amendments, mainly due to increasing the bond level prescribed in the Development Agreement.

Ms. Jodie Olson  
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October 11, 2021

Johnson Street Properties LLC wishes to avail itself of that Development Agreement. The Development Agreement requires consent of either party in order to assign the rights and obligations of the Development Agreement. We are formally asking the City of Berlin to grant the request of Johnson Street Properties LLC and our joint request on behalf of the State Bank of Chilton that the rights and obligations of the Development Agreement and all amendments thereto be assigned by the State Bank of Chilton to Johnson Street Properties LLC.

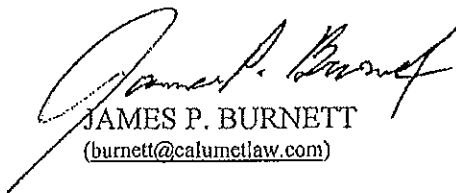
I understand you have a City Council meeting scheduled for tomorrow evening, October 12, 2021. You indicated to me that the agenda for that meeting has already been published, and it would be very unlikely that this issue would be placed on the council agenda for tomorrow's meeting. You did indicate that the next meeting for the City Council is November 2, 2021 which is a meeting of the committee as a whole and it could likely be placed on that agenda.

As I indicated to you, Mr. Thoma and his LLC is represented by Nathan Olson of Oshkosh. He and/or Mr. Thoma would like to appear at the City Council meeting at which this item is placed on the agenda. My request is that the issue be put on the appropriate meeting agenda as determined by your Mayor and that you please let me know when that meeting will occur that this would be an agenda item.

Again, as I indicated to you, if you have any questions or concerns that I may be able to answer or Damian Hoerth as the receiver may be able to answer or Mr. Thoma, for that matter, please let me know.

Thanks for your cooperation.

Very truly yours,



JAMES P. BURNETT  
(burnett@calumetlaw.com)

JPB/bas

cc: Atty. Nathan Olson - via email only  
Mr. Damian Hoerth - via email only

DATE: October 27, 2021

TO: Committee of the Whole

FROM: Sara Rutkowski & Tim Ludolph

RE: Safeguard Site

BACKGROUND:

On 10/6/2021 City Employees had a meeting with the DNR and Sigma to discuss the current status of the Safeguard Site. Specifically, this was regarding the schedule and requirements to remediate the area with Vapor Intrusion mitigation. The consensus was the Vapor Intrusion mitigation must be completed before development may proceed. There may potentially be WEDC funding (the SAG Grant) to complete this mitigation.

Staff reached out to Jon Baartz from WEDC to request the funding. Jon has recommended the City also apply for funding to complete the groundwater testing at the same time. Adam from Sigma has offered a pricing for both the water vapor testing and the groundwater testing. Both quotations are attached.

RECOMMENDATION:

Request additional funding from WEDC- SAG Grant to complete Vapor Intrusion Testing AND groundwater testing as needed per the DNR.



August 3, 2021

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF BERLIN  
ATTN: LINDSEY KEMNITZ  
108 NORTH CAPRON STREET  
BERLIN WI 57923

Sent via E-Copy Only – [lkemnitz@cityofberlin.net](mailto:lkemnitz@cityofberlin.net)

SUBJECT: Site Investigation Incomplete – Additional Investigation Required  
Old Safeguard Property - LGU, 114 Pierce St & 119 Commercial St, Berlin, WI  
WDNR BRRTS #: 02-24-563323

Dear Ms. Kemnitz:

On June 11, 2021, Wisconsin Department of Natural Resources (DNR) received a report titled, *Site Investigation Report*, dated June 8, 2021, which was submitted on your behalf by your consultant, The Sigma Group, Inc. The report was accompanied by a fee of \$1050, which is required under Wisconsin Administrative Code (Wis. Admin. Code) § NR 749.04(1), for formal DNR review and response. Based on review of your submittal and all available site investigation documentation in the case file, DNR has determined that additional investigation is needed in order to comply with Wis. Admin. Code NR 716.

### Completion of the Site Investigation

In accordance with § NR 716.11(3)(a) Wis. Admin. Code the degree and extent of contamination at the above-referenced site (Site) has not been adequately defined and documented. The findings and interpretations by DNR regarding the incomplete site investigation are summarized below:

#### Vapor

- A vapor intrusion investigation is needed at 120 Commercial Street due to the building being less than 100 ft from chlorinated volatile organic compound (CVOC) impacted soil, and having a basement foundation and sump pit potentially in contact with shallow CVOC impacted groundwater
  - One water sample should be collected from the sump pit and analyzed for CVOCs. A second round of sampling will be needed if there are any detections from the first round;
  - Two rounds of sealed headspace vapor samples should be collected from the sump pit and analyzed for CVOCs. One of these rounds should be collected during the heating season (i.e. winter). Sump should be covered with an airtight seal and allowed 24 hours to equilibrate prior to obtaining a sample. Refer to *Sub-Slab Vapor Sampling Procedures*, RR-986, enclosed.

#### Soil

- DNR concurs that site investigation into soil is complete with the following comments:
  - In future submittals, the maps identifying the extent of polycyclic aromatic hydrocarbon (PAH) and metal contamination in soil should have site-wide delineations since both suites of contaminants are linked to historic soil fill across the entire property;

- In future submittals, the map identifying the extent of metal contamination in soil should have a note that exceedances in the right-of-way (ROW) are linked to soil fill in the ROW, not historical site activities;

#### Groundwater

- DNR concurs that site investigation into groundwater is complete with the following comments:
  - Regular monitoring needs to continue for groundwater contaminant trend evaluation.
  - Sampling of MW-5 is needed to confirm contaminant concentrations continue to remain stable or decreasing;
  - The groundwater contamination map in future submittals should include iso-concentration lines for Preventative Action Limit (PAL) and Enforcement Standard (ES) exceedances;
  - Tetrachloroethylene (PCE) in MW-1 is considered an ES exceedance and should be included inside the ES iso-concentration line, unless concentrations decrease during additional groundwater monitoring;
  - In future submittals, on cross-section A-A' the ES iso-concentration line should include MW-1 unless concentrations decrease during additional groundwater monitoring.

#### Additional Notes

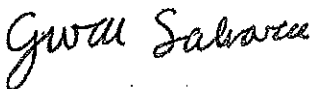
- Sampling for per- and polyfluoroalkyl substances (PFAS) is not required at the site;
- In future submittals figures should include a note that no buildings remain on site;
- In future submittals figures should include locations of all known utility mains and laterals.

Be aware that during your investigation, you are required to comply with Wis. Admin. Code chs. NR 700-754 and all other applicable statutes and administrative rules, including those pertaining to solid and hazardous waste management and/or wastewater discharges. Wis. Admin. Code ch. NR 716 details specific requirements for site investigations and for interpretation and presentation of your findings.

Once the additional work has been completed and documented your consultant should evaluate whether the site investigation is complete based on the results of the additional work, and a complete SIR should be submitted. Keep in mind that additional site investigation may be necessary if the degree and extent of contamination is not defined. You can request a formal review of the SIR and response by DNR by submitting the applicable form and fee.

The DNR appreciates your efforts to investigate and remediate this property. If you have any questions or concerns, please feel free to contact me at (920) 510-4343 or via email at [gwen.saliares@wisconsin.gov](mailto:gwen.saliares@wisconsin.gov).

Sincerely,



Gwen Saliares  
Hydrogeologist  
Remediation and Redevelopment

cc: Adam Roder, The Sigma Group, Inc. ([aroder@thesigmagroup.com](mailto:aroder@thesigmagroup.com))



The cost of the Vapor Intrusion mitigation, per Adam from Sigma, would include

- \$335 for Coordination between City and the property owner
- \$985 for First Site Visit- Consisting of sampling water from sump, sealing sump cover and lab fee
- \$950 for Second Site Visit- Consisting of vapor sample from sump and lab fee
- \$1230 for the Third Site Visit- Consisting of Vapor Sample from sump, water samples (if needed-per letter) and lab fees
- \$1,125 for Data Tabulation and letter report

\$4,625 = Total

## Tim Ludolph

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**From:** Adam Roder, P.E. <aroder@thesigmagroup.com>  
**Sent:** Tuesday, October 26, 2021 6:20 PM  
**To:** Tim Ludolph  
**Subject:** RE: [EXT] DNR Recommendations for Site Investigation and Remedial Actions, Old Safeguard Property - LGU, BRRTS #02-24-563323

Good afternoon Tim,

Based on the WDNR's August 3, 2021 response letter and the virtual meeting held on October 6, 2021 to discuss the next environmental steps for the project, Sigma has prepared the following brief scope of work / cost estimate for consideration by the City of Berlin for groundwater sampling activities.

We recommend two semi-annual groundwater sampling events at this time. The first sampling event could be completed soon after funding is approved for the project, and the second sampling event would be completed approximately six months thereafter. Groundwater samples will be collected from the monitoring wells and submitted for laboratory analysis of volatile organic compounds (VOCs). The scope of work items and associated costs include:

- First groundwater sampling event (13 wells to be sampled)
  - Consultant time and equipment = \$3,050
  - Laboratory fees = \$1,125
  - Purge water transportation & off-site disposal = \$1,125 \*
- Second groundwater sampling event (10 wells to be sampled)
  - Consultant time and equipment = \$2,850
  - Laboratory fees = \$925
  - Purge water transportation & off-site disposal = \$1,125 \*
- Summary letter report to WDNR after completion of 2<sup>nd</sup> sampling event = \$2,200
- Estimate total = \$12,400

\*Cost savings on the disposal costs could potentially be realized if the City of Berlin wastewater treatment plant is able to accept approximately 150 gallons of purge water per sampling event. The utility department would need to review the groundwater data and provide approval.)

If funding is secured for the project and you would like to retain Sigma to perform these services, we can provide a work authorization form to accompany our August 2020 agreement from the latest environmental work that we performed at the site. Please feel free to contact me with questions about this recommended work or the project in general.

Thank you,

Adam

Adam J. Roder, P.E., P.G.  
Senior Engineer / Hydrogeologist  
The Sigma Group, Inc.  
414-643-4134 (direct)  
414-588-7016 (mobile)

October 27, 2021

To: Committee of the Whole

From: Sara Rutkowski & Rebecca Bays

RE: Senior Transportation and Nutrition Grants

Background:

Every year we bid with Green Lake County and sign contracts for grants to provide transportation and nutrition services.

This year our Transportation grant has been increased slightly to \$29,807.00 from \$24,583.00 last year. Our transportation program has been holding steady due to COVID and we expect to increase rides come Spring.

The Nutrition grant is the same as last year, we did not increase our meal prices. We currently offer carryout meal services and also expect our nutrition numbers to increase in the Spring when we open up fully and allow in house dining again.

**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](mailto: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](mailto:fri@co.green-lake.wi.us)

**Purchaser:**

Green Lake County Department of Health & Human Services  
Betty Bradley, Aging/Long Term Care Unit Manager  
571 County Road A  
Green Lake, WI 54941

Telephone #: (920)-294-4070  
[glcdhhs@co.green-lake.wi.us](mailto:glcdhhs@co.green-lake.wi.us)

Fax #: (920)-294-4139

**Provider:**

**Organization Name:** City Of Berlin  
**Address:** 108 N Capron St  
PO Box 272  
Berlin WI 54923  
**Contact:** Sara Rutkowski

**Contract Information and Funding Source**

**Contract Amount:** \$29,807  
**Services to be Provided:** Transportation Services  
**Contract Period:** January 1, 2022 – December 31, 2022

**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/Sara Rutkowski

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

Service	Total Service
Transportation Services	\$29,807
Contract total	\$29,807

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

# Article 1 Audit

## Section 1.1 Type of audit

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

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

## Section 1.2 Audit Standards

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

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

## Section 1.3 Audit Schedules

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

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

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

## Section 1.4 Submitting the Reporting Package

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

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

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

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

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

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

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

### **Section 1.5 Access to Provider's Records**

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

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

### **Section 1.6 Access to Purchaser's work papers**

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

### **Section 1.7 Failure to comply with the requirements of this section**

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

- A. The Provider did not have an audit.

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

### **Section 1.7.1 Sanctions**

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

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

### **Section 1.7.2 Close-Out**

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

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

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



## **Article 2 Grant Agreement Compliance**

The Parties agree to abide by all terms and conditions of the Specialized Transportation Assistance Grant Agreement between the State of Wisconsin and Green Lake County, 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 15<sup>th</sup> of April, July, October and January
- B. Annual financial reports will be submitted by January 31<sup>st</sup>.

### **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**

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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.

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(Signature of Official Authorized to Sign Application)

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(Date)

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(Print Name)

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(Title)

**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](mailto: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](mailto:fri@co.green-lake.wi.us)

**2022 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](mailto:glcdhhs@co.green-lake.wi.us)

**Berlin Senior Center Meal Site**

**Name:** City Of Berlin/Sara Rutkowski

**Agreement Information**

<b>Agreement Amount:</b>	\$5.50 per meal
<b>Services to be provided:</b>	Provide Meals 5 days per week (Monday-Friday)
<b>Agreement Period:</b>	January 1, 2022 – December 31, 2022

## **AGREEMENT**

This agreement made the 1st of January 2022 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 \$5.50 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 an agency, partnership, joint venture or any other type of relationship, except the contract relationship established herein.
6. Notices. All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first class mail, postage prepaid, properly addressed as indicated below:  
To County: County of Green Lake  
Attn: County Clerk  
571 County Road A  
Green Lake, WI 54941
7. If any term of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
8. Nothing contained within this Agreement is intended to be a waiver or estoppel of the parties' or their insurers' right to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes 893.80, 895.52 and 345.05.

BY: Green Lake County

BY: City of Berlin

\_\_\_\_\_  
Catherine J. Schmit  
County Administrator  
Date: \_\_\_\_\_

\_\_\_\_\_  
Sara Rutkowski  
City Administrator  
Date: \_\_\_\_\_

DATE: October 27, 2021

TO: Committee of the Whole

FROM: Jodie Olson & Sara Rutkowski

**RE: Redistricting**

**BACKGROUND:** We are ready to take the next step for redistricting. Council had initially adopted a resolution allowing the ward changes and designating the polling place. The next step is to pass an ordinance that officially establishes the new ward boundaries and aldermanic districts.

**RECOMMENDATION:** Recommend to Common Council to approve and adopt Ordinance #12-21 Establishing New Ward Boundaries and Aldermanic Districts.

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ORDINANCE ESTABLISHING NEW WARD BOUNDARIES AND ALDERMANIC DISTRICTS

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Pursuant to §§5.15 and 62.08, Stats., the Common Council of the City of Berlin do ordain as follows:

Sec. 2-10 of the Code of Ordinances is hereby amended as follows:

**Sec. 2-10 Ward Boundaries.**

(a) There shall be seven wards but only six aldermanic districts within the city, and the boundaries of each ward shall be as follows:

- (1) Ward 1. Commencing at the East City Limit line at the centerline of East Waushara Street; thence South along the East City Limit line to the centerline of East Marquette Street; thence to the west/southwest along the centerline of East Marquette Street to the intersection of ~~Center Street~~ and East Marquette Street and Bates Street; thence South along the centerline of ~~Center~~Bates Street to the intersection of ~~Center~~Bates Street and East Berlin Street; thence west along the centerline of East Berlin Street to the intersection of East Berlin Street and Bates Oak Street; thence South along the centerline of ~~Bates-Oak~~ Street to the intersection of ~~Bates-Oak~~ Street and East Liberty Street; thence West along the centerline of East Liberty Street to the intersection of East Liberty Street and North Wisconsin Street; thence North along the centerline of North Wisconsin Street to the intersection of North Wisconsin Street and West Cumberland Street; thence West along the centerline of West Cumberland Street to the intersection of West Cumberland Street and River Drive; thence North along the centerline of River Drive to West Waushara Street; thence East along the centerline of Waushara Street to the Point of Beginning. (Green Lake County)
- (2) Ward 2. Commencing at the intersection of Huron and Wisconsin Streets; thence North along the centerline of North Wisconsin Street to the intersection of North Wisconsin Street and East Liberty Street; thence East along the centerline of East Liberty Street to the intersection of East Liberty Street and ~~Bates~~Oak Street; thence North along the centerline of ~~Bates-Oak~~ Street to the intersection of ~~Bates-Oak~~ Street and East Berlin Street; thence East along the centerline of East Berlin Street to the intersection of East Berlin Street and ~~Center-Bates~~ Street; thence North along the centerline of ~~Center-Bates~~ Street to the intersection of ~~Center-Bates~~ Street and East Marquette Street; thence east/northeast along the centerline of East Marquette Street to the East City Limits line; thence South along the East City Limits line to the intersection of a point where the northwest corner of Lot 6 of East Ridge Subdivision located in the SW ¼ Section 2 – T17N – R 13E meets the East City Limit line; thence following the Lot 6 boundaries as platted in the East Ridge Subdivision to the east and south to the southeast corner of said Lot 6; thence west along the southern boundary of Lot 6 of East Ridge Subdivision to the East City



Limits line; thence south along the East City Limits line to the intersection with East Huron Street; thence West along the centerline of East Huron Street to the Point of Beginning on Wisconsin Street. (Green Lake County)

- (3) Ward 4. Commencing at the intersection of Broadway Street and the west line of the Fox River; thence traveling south along the western shore of the Fox River to the Southern City Limits Line; thence West along the southern boundary line of the City Limits to the Southwest corner of the City Limits; thence North on the western boundary line of the City Limits Line and continuing north along the center line of South Hunter Street to a point where South Hunter Street travels to the west; thence west along the southern line of South Hunter Street to the Northeast corner of Lot 3, CSM #1838, Vol 8, Page 1838 as recorded in the Certified Survey Maps of Green Lake County; South along the east line of said Lot 3, CSM #1838; west along the Southern line of said Lot 3, CSM #1838; thence North along the West line of CSM #1838; East to the Northwest corner of Lot 4, CSM #1838; thence south along the West boundary of Lot 4 CSM #1838; thence East along the South boundary of Lot 4 CSM #1838; thence North along the East boundary of Lot 4, CSM #1838 to the intersection at Broadway; thence East along the centerline of Broadway to the intersection of Broadway and McKittrick Street; thence South along the centerline of McKittrick Street to the intersection of McKittrick Street and Southwest Ceresco Street; thence East along the centerline of Southwest Ceresco Street to the intersection of Southwest Ceresco and South Washington Street; thence North along the centerline of South Washington Street, continuing North along the centerline of North Washington Street, to the intersection of South-North Washington and Broadway Webster Street; thence East along the centerline of Broadway Webster Street to the intersection of Webster Street and Mill Street, thence South along the centerline of Mill Street to the intersection of Mill Street and Broadway Street, thence East along the centerline of Broadway Street to the Point of Beginning. (Green Lake County)
- (4) Ward 5. Commencing at a point where the centerline of Broadway intersects with the western shore of the Fox River, thence following the western shore of the Fox River to the centerline of Darling Street as extended to the Fox River; thence west along the centerline of Darling Street to the intersection of Darling Street and North Washington Street; thence North along the centerline of North Washington Street to the intersection of North Washington Street and Northwest Cumberland Street; thence West along the centerline of Northwest Cumberland Street to intersection of Northwest Cumberland and Jasmine Drive; thence South along the centerline of Jasmine Drive to the intersection of Jasmine Drive and Seward Street; thence West along the centerline of Seward Street to the intersection of Seward Street and North Hunter Street; thence South along the centerline of North Hunter Street to the northeast corner line of Certified Survey Map #3185, Vol 17, Page #3185 (as extended to centerline of roadway) as recorded in the Certified Survey Maps of Green Lake County; thence West on the North line of said CSM #3185; South along the West line of CSM #3185; thence East along the South line of CSM #3185 to the point of intersection with North Hunter Street and Broadway Street; thence

continuing along the centerline of Broadway Street to the intersection of Broadway Street and McKittrick Street; thence South along the centerline of McKittrick Street to the intersection of McKittrick Street and Southwest Ceresco Street; thence East along the centerline of Southwest Ceresco Street to the intersection of Southwest Ceresco and South Washington Street; thence North along the centerline of South Washington Street, continuing North along the centerline of North Washington Street to the intersection of SouthNorth Washington Street and BroadwayWebster Street; thence East along the centerline of BroadwayWebster Street to the intersection of Webster Street and Mill Street, thence south along the centerline of Mill Street to the intersection of Mill Street and Broadway Street, thence east along the centerline of Broadway Street to the Fox River being the Point of Beginning. (Green Lake County).

...  
This ordinance has received approval of two-thirds of this Common Council pursuant to Wis. Stats. §66.0101(2). Further, pursuant to Wis. Stats. §66.0101(5), this ordinance shall not take effect until 60 days after its passage and publication. If within the 60-day period a petition conforming to the requirements of Wis. Stats. §8.40 and signed by a number of electors of the city equal to not less than 7% of the votes cast in the city for governor at the last general election is filed in the office of the City Clerk/Treasurer demanding that the ordinance be submitted to a vote of the electors, it may not take effect until it is submitted to a referendum and approved by a majority of the electors voting in the referendum. The petition and the proceedings for its submission are governed by Wis. Stats. §9.20(2) and (6). Further, the City Clerk/Treasurer shall, once this ordinance becomes effective as described hereunder, file a certified copy of this ordinance with the secretary of state.

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 \_\_\_\_\_, 2021.

ROLL CALL VOTE:

CITY OF BERLIN

\_\_\_\_ AYES  
\_\_\_\_ NAYS  
\_\_\_\_ ABSENT

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

APPROVED AS TO FORM:

ATTEST: \_\_\_\_\_  
Jodie Olson  
City Clerk

\_\_\_\_\_  
Matthew G. Chier  
City Attorney

DATE: October 28<sup>th</sup>, 2021

TO: Committee of the Whole

FROM: Jodie Olson & Sara Rutkowski

**RE: Weights & Measures Fee Schedule**

BACKGROUND: It has been thirteen years since the City of Berlin joined the City of Appleton weights and measures program as part of a consortium. The program is working out well and has been beneficial to all concerned.

Attached you will find a revised proposed W&M fee schedule from the Chief Sealer. The only change requested is to petroleum pumps. The program fee schedule is reviewed annually to ensure a break-even point is maintained. A municipality cannot make monies on a weights and measures program, but can maintain a self-sufficient program by charging back the users of the program. Rates are based on standardized, average amount of time spent to inspect, test and certify devices times the current operating cost per hour. This fee schedule is recommended for all of the municipalities that Appleton Health Department-Weights & Measures Division services. Again, these rates are to ensure the program breaks-even.

RECOMMENDATION: Approve and adopt the 2021 Weights & Measures Fee Schedule as presented.

## PROPOSED REVISIONS TO WEIGHTS AND MEASURES FEE SCHEDULE

Base rates for Appleton Health Department Environmental Health and Weights & Measures fees were established in an independent Study authorized and funded by the Common Council in 1993. The final report was referred to as the Griffith Study.

Annually since 1993 we have evaluated the actual cost of services provided, reviewed our current fees for those services rendered, and made recommendations for increases where justified. The Board of Health has acted upon and approved these recommendations when submitted.

In recent years we have used the federally established and nationally recognized Consumer Price Index (CPI) as the factor in determining appropriate fee increases.

In 2003 we did an exhaustive study of the Weights and Measures Section to evaluate feasibility and costs of contracting with several area municipalities. From this study and with the assistance of John Hoft-March of our Finance Department, we recalculated our actual operating cost for operations within the City of Appleton. These figures are now updated annually.

Our device license fee rates are based upon the standardized, average amount of time spent to inspect, test and certify a device times the current operating cost per hour. With the new hourly rate and with special consideration to each fee I have developed the new Recommended Fees shown. Weights and Measures fees are calculated to the nearest whole dollar amount.

With the rate changes submitted we estimate a revenue increase of \$218.

Respectfully submitted,

Eric Maggio, Chief Sealer  
Weights and Measures

## PROPOSED REVISIONS TO WEIGHTS AND MEASURES FEE SCHEDULE

NO. OF FEE	LICENSEABLE ITEM DESCRIPTION	CURRENT FEE	AVERAGE CITY LICENSE FEE 2021*	RECOMMENDED FEE	DOLLAR CHANGE	Number Of Device
1	Base Licensing Processing Fee	\$45.00	\$81.67	\$45.00	0	
2	Portion Scale – Low Capacity	\$11.00	\$17.50	\$11.00	0	
3	Scales 0 – 30 lbs	\$19.00	\$32.71	\$20.00	0	
4	Scales 31 – 1000 lbs	\$32.00	\$54.50	\$33.00	0	
5	Scales 1001 – 10,000 lbs	\$53.00	\$65.11	\$53.00	0	
6	Scales 10,001 – 20,000 lbs	\$70.00	\$76.13	\$70.00	0	
7	Point of Sale Systems	\$20.00	\$32.71	\$20.00	0	
8	Prepack Scale	\$20.00	\$32.71	\$20.00	0	
9	Person Weighing Scale	\$30.00	\$30.45	\$30.00	0	
10	High Accuracy Scale with Weights or Pill Counter System	\$45.00	\$56.19	\$45.00	0	
11	Hopper Scales	\$110.00	\$119.35	\$110.00	0	
12	Linear Meter	\$15.00	\$15.75	\$15.00	0	
13	Rules	\$3.00	\$3.15	\$3.00	0	
14	Timing Device	\$8.00	\$16.43	\$8.00	0	
15	Petroleum Pump	\$20.00	\$34.40	\$22.00	\$2.00	109
16	Vehicle Tank and Bulk Meter	\$40.00	\$81.00	\$45.00		
17	Postal Scales	\$11.00	\$15.00	\$11.00	0	
18	Estimating Dough Scale and Weights	\$14.00	\$32.71	\$14.00	0	
19	Firewood Dealer	\$20.00	No Others	\$20.00	0	
20	Retail Price Scanner	1 – 8 \$60.00  9 or more \$7.50 each	\$22.00 Each	1 – 8 \$60.00  9 or more \$7.50 each	0	
21	Unclassified Devices and Consultations to Government and Industry	\$52.00 Per Hour	Not Available	\$52.00 Per Hour	0	
22	Late Payment Fee	\$60.00	\$94.33	\$60.00		
23	Penalty Fee for Nonregistration	Triple the Per Device Fee	Not Available	Triple the Per Device Fee	0	
24	Taxi Meters	\$19.00	\$18.90	\$19.00	0	
25	Farm Market Scale	No Charge	\$32.71	\$19.00	0	
26	Reinspection Fee	\$50.00	\$100.00	\$58.00	0	
27	Reinspection Fee 2 <sup>nd</sup> Visit	N/A	N/A	\$100.00	0	
28	Reinspection Fee 3 <sup>rd</sup> Vist	N/A	N/A	\$150.00	0	

Note: Last fee increase was in September 2019

\*Cities (Green Bay, De Pere, Menasha, Milwaukee, and Oshkosh)

**Annual Report**  
(Chapter 98.04(1), Wis. Stats.)

**Municipal Departments of Weights and Measures**  
**Fiscal Year Ending June 30, 2021**

Municipality	City of Berlin	Dept. Name	Weights & Measures
Address	108 N. Capron St. Berlin, WI 54923	Phone No.	(920) 361-5400

1. PERSONNEL – Municipal employees assigned to weights and measures. If employed as part-time weights and measures inspector, list other responsibilities as a city employee.

Name	Hours per Week	Full Time <input type="checkbox"/> Y <input type="checkbox"/> N	Other Responsibilities Specify Hours Per Week
Eric Maggio – City Sealer of Weights & Measures	40	<input type="checkbox"/> Y <input type="checkbox"/> N	1-2 Hours per week Agent for City Clerk
Todd Schmidt – Weights & Measures Specialist	40	<input type="checkbox"/> Y <input type="checkbox"/> N	
Keith Verhagen – Weights & Measures Specialist	20	<input type="checkbox"/> Y <input type="checkbox"/> N	
		<input type="checkbox"/> Y <input type="checkbox"/> N	

2. Name and title of immediate supervisor?

Eric Maggio, Chief Sealer of Weights and Measures

3. What is the estimated operating budget for all weights and measures activity?

\$5,538.00

4. COMMENTS – Make whatever comments or suggestions you feel appropriate for strengthening or improving the state program to assist municipal departments in weights and measures work.

N/A

General Comments

N/A

## MUNICIPALITY INVENTORY

5. Device Testing: Declare the number and types of all businesses and devices existing within your Weights and Measures jurisdiction.

Device Type	Total Number of Businesses	Total Number of Devices
Retail Motor Fuel	3	109
Small and Medium Capacity Scales	10	47
Vehicle Tank Meters	0	0
Timing	1	20
High Speed Diesel	0	0

6. Price Scanning: Declare the total number of large grocery stores existing within your jurisdiction such as chain grocery stores, excluding small neighborhood grocery stores.

Total number of large grocery stores in your jurisdiction.	1
Total number of large grocery stores with a price scan compliance rate below 98%.	0
Total number of price complaints received.	0

Statewide Surveys: Indicate your level of participation in state surveys.

State Survey	Store is located in your Municipality (Yes/No)	Participated in Survey (Yes/No)
Ice Melt Survey	Yes	Yes

7. Package Checking: Report the actions that are performed during your package checking inspections at large grocery stores.

Store packed commodities are inspected from every department that packages products (i.e. bakery, deli, meat, produce, etc...) (Yes/No)	Yes
At least 20% of the total packages inspected at each store are factory packed. (Yes/No)	Yes
Audit testing is performed initially. (Yes/No)	Yes
If audit testing indicates short weight product, Handbook 133 enforcement sampling procedures are used to complete the test and determine enforcement action. (Yes/No)	Yes

8. Other Inspections:

Total number of length measuring and all other device inspections.	3
Total number of complaints received pertaining to length measuring and all other devices.	0

#### WORK SUMMARY

9. Inspection Records: Attach **one or both** of the following electronic files:

- A WinWam transfer file containing all inspections performed from July 1, 2020 through June 30, 2021.
- A completed Municipal Inspection Spreadsheet listing all inspections performed from July 1, 2020 through June 30, 2021.

If your WinWam transfer file does not contain all of your inspection records, please include a Municipal Inspection spreadsheet listing the remaining inspections.

#### PROSECUTIONS AND ENFORCEMENT ACTIONS

10. List and comment briefly on any warning letters, citations, prosecutions, or court actions initiated by your department during the past year. Give the date, name and business of the defendant, nature of the violation and ordinance or law violated, and final disposition of the case.

Citations – 0  
Warning Letters – 0



## PROFESSIONAL IMPROVEMENT AND TRAINING

11. List participation in weights and measures training for professional improvement. If you have attended additional or alternate state offered training, please note.

Prescribed State Offered Training	Name of Person(s) Attending
1/27/2021 – Policy & Procedure Training	Eric Maggio
3/14/2021 – W&M Inspectors Meeting	Todd Schmidt

Additional State Offered Training	Name of Person(s) Attending

List participation in any other professional training such as the National Conference, Regional Conferences, State Conferences, Industry Training Schools, "On-The-Job" Training, Vocational School, Correspondence Courses, etc...

Canceled because of Covid-19

**Wisconsin Department of Agriculture, Trade & Consumer Protection**  
**Division of Trade & Consumer Protection**  
2811 Agriculture Drive, P.O. Box 8911  
Madison, WI 53708-8911

Phone: (608) 224-4945 FAX: (608) 224-4939

Return Electronically to:  
matthew.ruebl@wisconsin.gov

**WEIGHTS AND MEASURES****City of Berlin****Establishments Inspected**

Food and convenience stores, restaurants  
bakery and candy stores, dairy plants and  
stores, drug stores, hardware stores,  
variety stores, gas stations, salvage and  
recyclers, pet shops, and garden centers,  
industrial manufacturing plants, concrete  
and asphalt plants

	Quarter	Year to Date	Last Year to Date
Total number inspected	14	35	28

Total Inspected 3rd Quarter:	70	Total Not In Compliance 3rd Quarter:	0
Total Inspected YTD:	195	Total Not In Compliance YTD:	0
Total Inspected LYTD:	145	Total Not In Compliance LYTD:	0

**Equipment and Devices Examined**

	Inspected			Number Not in Compliance		
	Quarter	Year to Date	Last Year to Date	Quarter	Year to Date	Last Year to Date
Scales and Balances	6	64	34	0	0	0
Measures (includes gas pumps and fuel oil truck meters)	64	131	111	0	0	0
Weights	0	0	0	0	0	0

## Commodity Report

	Quarter	Year to Date	Last Year to Date
Total Units of Product Investigated	2852	8987	11719
Random Sample Size	315	993	1201
Total Products/Units Found Short Weight	0	24	115
Total Products/Units Found Mislabeled	0	0	0

## Price Scanning Inspections

	Quarter	Year to Date	Last Year to Date
Number of Inspections	5	13	10
Number of Items Scanned	175	450	350
Pricing Errors Found	9	16	16

Total Received 3rd Quarter: 1 0 d Quarter: 0  
 Total Received YTD: 1 0 tions YTD: 0  
 Total Received LYTD: 0 0 ns LYTD: 0

## Consumer Complaints

	Number Received			Number of Violations Found		
	Quarter	Year to Date	Last Year to Date	Quarter	Year to Date	Last Year to Date
Foods	0	0	0	0	0	0
Liquid Foods	0	0	0	0	0	0
Non-food Products	0	0	0	0	0	0
Heating Oil and LP Gas	0	0	0	0	0	0
Firewood	0	0	0	0	0	0
Gas Station Pumps	1	1	0	0	0	0
Gas Station Service Console	0	0	0	0	0	0
Gas Station Price Signage	0	0	0	0	0	0
Gas Station Gasoline Quality	0	0	0	0	0	0
Scales: food	0	0	0	0	0	0
Scales: scap metal	0	0	0	0	0	0
Scales: other	0	0	0	0	0	0
Scanning	0	0	0	0	0	0
Trade Practices	0	0	0	0	0	0
Advertising	0	0	0	0	0	0
Going Out of Business Sales	0	0	0	0	0	0
Temporary Sales	0	0	0	0	0	0
Miscellaneous	0	0	0	0	0	0



DATE: October 26, 2021

TO: Committee of the Whole

FROM: Jodie Olson and Sara Rutkowski

**RE: 2022 Budget**

BACKGROUND: Department Heads presented their proposed budgets at a special budget workshop on October 19.

Please review the capital expenditure and funding that we discussed at the budget workshop meeting which is summarized on the *"2022 City of Berlin Capital Projects/Equipment Replacement"* document. The only capital item that will require further discussion at some point will be if the Assigned Funds for Streets will be utilized for sure in 2022 and if so, on what streets. We have designed the budget to accommodate using them, but that decision can be confirmed at a later date.

The public hearing on the budget will be held on Tuesday, November 16, 2021 at 5 p.m. Please mark your calendars. A copy of the preliminary budget that will be published is also enclosed.

RECOMMENDATION: Discussion only.

# 2022 CITY OF BERLIN CAPITAL PROJECTS/EQUIPMENT REPLACEMENT

REVENUE		TOTAL
<b>Transfer from General Fund</b>		
Squad Car 2023 Purchase	\$ 30,000	
Portable PD Radios	\$ 3,000	
Tasers	\$ 2,000	
Command Truck	\$ 4,000	
Taxi	\$ 9,400	
	<u>\$ 48,400</u>	
<b>Committed/Assigned Fund Transfers</b>		
10-34187 Boiler reserve for 2022 boiler purchase	\$ 30,000	
10-34300 F10 Reserve TFR for street projects	\$ 312,000	
	<u>\$ 342,000</u>	
<b>Total Transfer from General Fund</b>		\$ 390,400
<b>Grant Funding</b>		
2021 CDBG-PF Grant: Water Street & Park Ave Project	\$ 75,000	
2021 CDBG Close Fund Grant: Water Street & Park Ave Project	\$ 75,000	
2022 Taxi Capital Grant	\$ 32,600	
<b>Total Grant Funding</b>		\$ 182,600
<b>F15 Committed/Assigned Funds</b>		
15-34153: Assigned Street Projects	\$ 262,000	
15-34173: Assigned ERF Ambulance	\$ 177,000	
15-34172: Assigned ERF	\$ 56,000	
<b>Total Committed/Assigned Funds Used</b>		\$ 495,000
<b>Total F15 Capital Project Revenues/Funding</b>	\$ -	<u><u>\$ 1,068,000</u></u>
<b>EXPENSE</b>		
<b>Equipment &amp; Buildings Maintenance</b>		
DPW Equipment: Plow w/salter and wing	\$ 185,000	
City Hall Elevator	\$ 125,000	
City Hall Boiler	\$ 75,000	
Taxi	\$ 42,000	
<b>Total Equipment &amp; Building Maintenance</b>		\$ 427,000
<b>Infrastructure</b>		
Water Street and Park Ave-2nd coat asphalt	\$ 150,000	
Bridge Deck Epoxy - Spoons, Huron and Franklin	\$ 190,000	
Miscellaneous Streets	\$ 262,000	
<b>Total Infrastructure</b>		\$ 602,000
<b>Total F15 Capital Project Expenditures</b>		<u><u>\$ 1,029,000</u></u>
<b>NET</b>		<u><u>\$ 39,000</u></u>

**NOTICE OF BUDGET PUBLIC HEARING  
CITY OF BERLIN**

On Tuesday, November 16, 2021 at 5:00 P.M. a Public Hearing will be conducted before the Common Council in the Council Chambers of the Berlin City Hall. The purpose of this hearing is to receive public comment on the proposed 2022 budget, which is summarized below:

	<b>Adopted Budget 2021</b>	<b>Proposed Budget 2022</b>	<b>% of Budget Change</b>
<b><u>GENERAL FUND REVENUES BUDGET</u></b>			
Property Tax Levy	\$2,147,311	\$2,112,758	-1.61%
Tax Equivalent	\$190,000	\$190,000	0.00%
Other Taxes	\$7,100	\$6,650	-6.34%
<b><u>INTERGOVERNMENTAL REVENUES</u></b>			
State Shared Revenues	\$1,771,686	\$1,768,740	-0.17%
Highway Aid	\$345,660	\$314,943	-8.89%
Library Aid	\$91,944	\$99,374	8.08%
Federal & State Taxi Grant	\$130,000	\$174,126	33.94%
Senior Citizens Services	\$58,000	\$86,076	48.41%
Other Intergovernmental Revenues	\$106,768	\$67,468	-36.81%
<b><u>LICENSES &amp; PERMITS</u></b>	\$90,317	\$86,917	-3.76%
<b><u>FINES &amp; FORFEITURES</u></b>	\$67,600	\$70,550	4.36%
<b><u>PUBLIC CHARGES FOR SERVICES</u></b>	\$690,300	\$168,050	-75.66%
<b><u>INTERGOVERNMENTAL CHARGES FOR SERVICE</u></b>	\$320,052	\$187,052	-41.56%
<b><u>MISCELLANEOUS REVENUE</u></b>	\$204,150	\$97,400	-52.29%
<b><u>OTHER FINANCING SOURCES</u></b>	\$0	\$0	0.00%
<b><u>TOTAL GENERAL FUND REVENUES</u></b>	<b>\$6,220,888</b>	<b>\$5,430,104</b>	<b>-12.71%</b>

	<b>Adopted 2021</b>	<b>Proposed 2022</b>	<b>% Change</b>
<b><u>GENERAL FUND EXPENDITURES BUDGET</u></b>			
General Government	\$640,817	\$689,177	7.55%
Public Safety	\$2,594,664	\$1,777,867	-31.48%
Public Works	\$1,268,339	\$1,357,848	7.06%
Health & Human Services	\$222,155	\$231,758	4.32%
Culture & Recreation	\$786,957	\$781,078	-0.75%
Conservation/Community Development	\$100,295	\$111,799	11.47%
Contingency	\$30,000	\$30,000	0.00%
Debt Service (Non-TIF related)	\$599,752	\$579,921	-3.31%
Capital Projects (Non TIF related)	\$62,000	\$390,400	529.68%
<b><u>TOTAL GENERAL FUND EXPENDITURES</u></b>	<b>\$6,304,979</b>	<b>\$5,949,848</b>	<b>-5.63%</b>

<b>FUND BALANCES</b>	<b>Estimated 01/01/22</b>	<b>Proposed Expenses</b>	<b>Proposed Revenues</b>	<b>Estimated 12/31/22</b>
<b><u>GOVERNMENTAL FUNDS</u></b>				
General Fund	\$3,966,491	\$5,949,848	\$5,430,104	\$3,446,747
Total Special Revenue Funds	\$369,530	\$500	\$74,000	\$443,030
Debt Service Funds	\$194,969	\$581,346	\$579,921	\$193,544
Capital Project Funds	\$1,142,802	\$349,343	\$39,000	\$832,459
<b><u>TIF FUNDS</u></b>	<b>\$ (451,761)</b>	<b>\$ (29,724)</b>	<b>\$ 267,200</b>	<b>\$ (214,285)</b>
<b><u>FIDUCIARY FUNDS</u></b>	<b>\$1,771,630</b>	<b>\$36,000</b>	<b>\$41,000</b>	<b>\$1,776,630</b>

<b>Tax Revenue By Fund</b>	<b>2021</b>	<b>Proposed 2022</b>
General Fund	\$1,440,684	\$1,176,990
Capital Project Fund	\$62,000	\$390,400
Debt Service Fund (Non-TIF)	\$599,752	\$579,921
TIF Funds (city portion estimate)	\$108,809	\$82,046
	<b>\$2,211,245</b>	<b>\$2,229,357</b>

A copy of the proposed budget can be viewed at the City Clerk's office between the hours of 7:30 am and 4:30 pm M-F. No new services have been included in this proposed budget. Given under my hand and seal of the City this 28th day of October, 2021.

*City Clerk, Jodie Olson*