

CITY OF BERLIN COMMITTEE OF THE WHOLE MEETING AGENDA

TUESDAY, DECEMBER 6, 2022,

7:00 PM COMMON COUNCIL CHAMBERS

<https://us02web.zoom.us/j/89319308907>

Meeting ID: 893 1930 8907 - Password: 123456

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. Correspondence
5. Approval of Minutes. RECOMMENDATION: Approve the minutes from the November 8th, 2022 Committee of the Whole meeting.
6. Berlin Community Development Corporation Economic Development Assistant Donation Agreement. RECOMMENDATION: Accept the recommendation from Berlin Community Development Corporation and recommend to Common Council to accept the Donation Agreement as presented.
7. Resolution 22-10 Establishing Wage Adjustment for Non-Union Employees for 2023. RECOMMENDATION: Recommend to Common Council to approve Resolution 22-10 Establishing a Wage Adjustment for Non-Union Employees for 2023.
8. 2023 Senior Transportation Purchase of Service Contract. RECOMMENDATION: Recommend to Common Council to approve the 2023 Purchase of Service Contract with Green Lake County Department of Health & Human Services and authorize the appropriate signatures.
9. 2023 Berlin Senior Center Agreement for Senior Nutrition. RECOMMENDATION: Recommend to Common Council to approve the 2023 Agreement between Green Lake County DHHS and the City of Berlin for the Berlin Senior Center Meal Program and authorize the appropriate signatures.
10. Fee Schedule & Municipal Bond Forfeiture Schedule Updates. RECOMMENDATION: Listen to Staff Presentations and approve all recommended changes.
11. Meeting Time Change RECOMMENDATION: Discussion and Action as appropriate.
12. Adjourn.

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

CITY OF BERLIN COMMITTEE OF THE WHOLE MEETING MINUTES
TUESDAY, November 1, 2022 7:00 PM
COMMON COUNCIL CHAMBERS

Mayor Bruessel called the Committee of the Whole meeting to order at 7:00 p.m. Present: Ald Boeck, Nigbor, Erdmann, Dretske, and Stobbe. Burgess absent. Staff present: Sara Rutkowski, Caitlin Hilgart, Scott Zabel, and Attorney Chier. There were no virtual attendees.

Erdmann made a motion to accept the Minutes from the Committee of the Whole meeting held on October 4th, 2022 as corrected. Nigbor seconded the motion which carried on a voice vote.

Next on the agenda was the Weights and Measures fee schedule changes for 2023. Discussion was held in regards to changes made to the fee schedule to have the City of Berlin match other municipality's in the municipal agreement. Erdmann made a motion to recommendation to the Common Council to accept the Sealer of Weights and Measures fee schedule changes for 2023 as presented. Dretske seconded the motion which carried on a voice vote.

Next item was the recommendation to Common Council to approve Ordinance 03-22 Amendment to Ordinance Establishing New Regulations for All – Terrain Vehicles and Off -Road Motor Vehicle Operation. The Department of Transportation recommended to make changes to the Ordinance, and Attorney Chier made the adjustments the previous Ordinance as needed. Boeck made a motion accept Ordinance 03-22 Amendment to Ordinance Establishing New Regulations for All – Terrain Vehicles and Off -Road Motor Vehicle Operation as adjusted with any additional changes from the DOT subject to City Administrator and Attorney Chier approval. Dretske second the motion. Roll call vote passed with (3) ayes, (1) absent and (2) abstain.

The next agenda item was for the recommendation of the Berlin Community Development Economic Development Assistant job description. Stobbe made a motion to accept the recommendation from Community Development Corporation and recommend to the Common Council to accept the job description as presented. Erdmann seconded the motion which carried on a voice vote.

Rutkowski presented the Pool Renovations. Discussion was held on an update from the contractor stating that any major restorative work would not be able to be done till 2024. Zabel believes that the Department of Public Works will be able to get the pool up and running as best as they can for the upcoming year. Further discussion was held. No action was taken at this time.

Next item on the agenda was the Borrowing for 2032 Road Construction. Rutkowski presented different scenarios from Baird. Discussion was held. Nigbor made a motion to recommend to Common Council the Scenario 1-B from Baird for the Borrowing for 2023 Road Construction. Boeck seconded the motion which carried on a voice vote.

Last item was the 2023 Budget. Rutkowski presented a PowerPoint including different graphs on the General Fund Expenditures and Revenue Budget. Discussion was held.

At 8:07pm Stobbe made a motion to adjourn the meeting. Second by Nigbor and motion carried via voice vote.

Caitlin Hilgart, Deputy Clerk

DONATION AGREEMENT

THIS DONATION AGREEMENT is made by and between BERLIN COMMUNITY DEVELOPMENT CORPORATION, a Wisconsin nonstock corporation ("BCDC") and CITY OF BERLIN, a Wisconsin municipal corporation ("CITY").

WHEREAS, BCDC conducts community development activities that benefit the residents of CITY, including but not limited to providing low interest loans to local businesses and industries (including but not limited to administering CITY'S CDBG Industrial Revolving Loan Fund); and

WHEREAS, CITY has historically been providing BCDC with staff services, including but not limited to direct and indirect assistance from CITY'S Planning & Development Director (formally known as Community Development Director); and

WHEREAS, CITY and BCDC desire for CITY to hire a paid Administrative Assistant to CITY'S Planning & Development Director; and

WHEREAS, the duties of such Administrative Assistant to CITY'S Planning & Development Director will include work that will directly and indirectly benefit BCDC; and

WHEREAS, BCDC desires to donate funds on a calendar year basis to CITY, and CITY wishes to accept such donation of funds from BCDC, in amounts commensurate to CITY'S employment expenses for such Administrative Assistant to CITY'S Planning & Development Director during each calendar year; and

WHEREAS, BCDC and CITY hereto wish to memorialize their respective obligations in relation to BCDC'S donation of funds and CITY'S acceptance of such funds and corresponding hiring and retention of an Administrative Assistant to CITY'S Planning & Development Director.

NOW THEREFORE, for good and valuable consideration acknowledged by both parties as described herein, IT IS HEREBY AGREED AS FOLLOWS:

1. Prior to CITY'S hiring of an Administrative Assistant to CITY'S Planning & Development Director, and regularly during each calendar year thereafter, CITY and BCDC agree to consult with each other as to the anticipated calendar year employment related costs (including but not limited to wages, benefits, employment taxes, and workers compensation insurance) for CITY'S hiring and retention of such Administrative Assistant to CITY'S Planning & Development Director.
2. BCDC shall have no obligation to donate any minimum funds to CITY pursuant to this Donation Agreement, and CITY shall have no obligation to hire or retain an Administrative Assistant to CITY'S Planning & Development Director. However, CITY agrees that all funds donated by BCDC pursuant to this Donation Agreement shall be exclusively applied to employment related costs (including but not limited to wages, benefits, employment taxes, and workers compensation insurance) for the hiring and retention of an Administrative Assistant to CITY'S Planning &

Development Director. Any funds donated by BCDC to CITY not used for said purpose shall be returned to BCDC upon written request by BCDC unless another use is authorized by BCDC in writing.

3. BCDC acknowledges that the donation of services by any CITY staff to BCDC does not transmute such staff into employees of BCDC. Said Administrative Assistant to CITY'S Planning & Development Director shall solely be an employee of the CITY and shall report to CITY'S Planning & Development Director who, unless otherwise directed by CITY, shall report to CITY'S City Administrator. No CITY staff shall report to BCDC'S Board of Directors, or any Director, Officer, Employee, Agent, or Representative of BCDC.
4. The duties of such Administrative Assistant shall be prescribed in a job description established by CITY, upon consultation with BCDC. CITY reserves the right to change such job description at any time, upon consultation with BCDC unless such change is required by law. CITY shall have final authority to make all other employment related decisions related to such Administrative Assistant to CITY'S Planning & Development Director, including hiring, level of compensation, hours of operation, operating conditions, discipline, and termination, upon consultation with BCDC unless legal requirements, or urgent or emergency circumstances arise, which call for CITY to take immediate action.
5. CITY shall indemnify and defend BCDC against any and all vicarious employer liability related to such Administrative Assistant to CITY'S Planning & Development Director.
6. This Donation Agreement constitutes the entire agreement between the parties with respect to its subject matter and may only be modified, amended, or restated in writing signed by both parties.
7. This Donation Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. A facsimile containing a signature of one or more of the parties hereto shall be deemed an original.
8. Each party shall, at any time after the execution of this Donation Agreement (or the closing of the transaction contemplated hereby) deliver to the other party all such additional instruments of conveyance and assignments, certificates or other documents as such other party may reasonably request to effectuate this Donation Agreement, or to take any other actions necessary to carry out the purposes of this Donation Agreement.
9. In the event a dispute arises under this Donation Agreement, the dispute shall be governed and determined by the laws of the State of Wisconsin in effect at the time of this Donation Agreement.

10. Each and all of the covenants, terms, provisions, and agreements contained in this Donation Agreement shall be binding upon and inure to the benefit of the parties hereto, and to their respective heirs, legal representatives, successors, and assigns.
11. Any notice or other communication required or permitted under this Donation Agreement shall be in writing and delivered by one of the following methods: (i) personal delivery, (ii) deposited in the United States mail, certified or registered, return receipt requested, addressed as set forth below, or (iii) delivered to a private delivery service, such as Federal Express, addressed to the party's last known address as provided by the recipient party. Notice shall be deemed to be given upon the date of delivery in person or by private delivery service, or, if mailed, upon the earlier of receipt or three days from the date of postmark. Any party may change its address by giving written notice of the change to the other parties in the manner provided in this section.

Dated this 13th day of December 2022.

BERLIN COMMUNITY DEVELOPMENT
CORPORATION

CITY OF BERLIN

BY:

Dale Kuklinski
President

BY:

Joel E. Bruessel
Mayor

BY:

Peter Mauel
Treasurer

BY:

Sara L. Rutkowski
City Administrator/City Clerk



RESOLUTION #22-10

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN
ESTABLISHING WAGE ADJUSTMENT
FOR
NON-UNION EMPLOYEES FOR 2023

WHEREAS, the Common Council of the City of Berlin did approve a 3.0% wage increase for all qualified non-union personnel with a full-time or part-time status with the 2023 budget; and

NOW, THEREFORE BE IT RESOLVED, that the salaries for all affected positions budgeted for accordingly, be increased by 3.0% for 2023.

PASSED, ADOPTED, AND APPROVED, this 13^h day of December 2022.

Roll Call Vote:

____ Ayes
____ Nays
____ Absent

CITY OF BERLIN

Approved as to form:

Joel Bruessel, Mayor

City Attorney

Attest:

Sara Rutkowski, City Clerk

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@greenlakecountywi.gov



Fox River Industries
222 Leffert St; PO Box 69
Berlin, WI 54923-0069
Phone: 920-361-3484
Fax: 920-361-1195
Email: fri@cgreenlakecountywi.gov

Purchaser:

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

Telephone#:(920)-294-4070
glcdhhs@greenlakecountywi.gov

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, 2023 – December 31, 2023

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

Section 21.6 Assessing performance in delivery of services

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

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

Article 22 Special Provisions for High Risk Contract

- *Not Applicable*

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION INSTRUCTIONS

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

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

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

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 48 CFR Part9, subpart 9.4 and its principles:

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

(Signature of Official Authorized to Sign Application)

(Date)

(Print Name)

(Title)

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@greenlakecountywi.gov



Fox River Industries
222 Leffert St; PO Box 69
Berlin, WI 54923-0069
Phone: 920-361-3484
Fax: 920-361-1195
Email: fri@greenlakecountywi.gov

2023 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@greenlakecountywi.gov

Berlin Senior Center Meal Site

Name: City of Berlin/Sara Rutkowski

Agreement Information

Agreement Amount:	\$6.00 per meal
Services to be provided:	Provide Meals 5 days per week (Monday-Friday)
Agreement Period:	January 1, 2023 – December 31, 2023

Green Lake County

City of Berlin

Catherine J. Schmit
County Administrator
Date: _____

Sara Rutkowski
City Administrator
Date: _____

AGREEMENT

This agreement made the 1st of January 2023 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, except for 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
 - 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% 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 \$6.00 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.

9. Emergency Procedures

During inclement weather, the Meal Sites may close. It shall be the responsibility of the GREEN LAKE COUNTY and Feil's Catering to notify each other by 6:00 a.m. if meals will be canceled due to hazardous weather. Any food already prepared will be promptly frozen or refrigerated, and if appropriate, that day's menu will be substituted for the following day's menu. It shall be the responsibility of Green Lake County and Feil's Catering to provide each other with telephone numbers for emergency use only.

TO: Committee of the Whole

Date: 12/01/2022

RE: Fee Schedule & Municipal Bond Fee Schedule Changes

From: Staff

We are required to look at our municipal fee schedule every two years. Staff from Emergency Medical Services, Department of Public Works, and Police Department have compared costs/fees with other surrounding and similar sized municipalities. The following pages outline the changes. I have also attached our current Fee Schedule as a reference.

Please note: there are additional changes that are going before Parks & Recreation Commission that include Shelter House rental fees and campground fees. Staff are working on simplifying the rental application. If approved, they will be a consent agenda item, as they will be a Parks & Recreation Commission recommendation for next week.

CLERK'S DEPARTMENT:

As for the Clerk's Department Fees, due to the increased cost of the contract with Green Lake Area Animal Shelter, we are suggesting raising animal license fees under Section 10-7 for spay and neutered animals to \$10, and for un-spayed and un-neutered animals to \$15, and a kennel license to \$75. This puts us in line with other municipalities our size and with some other municipalities within Green Lake County.

We are also suggesting changing the Bartender License Fee under Section 6-49 & 6-54 to \$50 for a two-year license and \$30 for a one-year license.

Berlin Police Department



11-23-22

To: City of Berlin Common Council

From: Brian Pulvermacher
Chief of Police

Council Members:

I am recommending the attached modifications to the existing Bond Fee Schedule. Some of my recommendations are based upon consistency with other (similar) violations. Other suggestions are the result of consideration following the review of fee schedules from surrounding municipalities and entities. Specifically, I compared most of our commonly used violations to the fees in the City of Ripon, City of Omro, Green Lake County and the Department of Natural Resources.

The entire schedule is about 26 pages in length and is vastly without recommended changes. I have condensed my suggestions on the following two pages. Please see the notes near the specific ordinances for more clarity.

Thank you,

A handwritten signature in dark ink, appearing to read "Brian Pulvermacher".

Brian Pulvermacher
Chief of Police

ORD #	ORD DESCRIPTION	Deposit	W/COST	NEW DEP	NEW TOT
10-9(d)	Bite Owner Required to Confine Animal (1st)	\$ 25.00	\$92.50	\$ 100.00	\$ 187.00
10-9(d)	Bite Owner Required to Confine Animal (2nd)	\$ 50.00	\$124.00	\$ 200.00	\$ 313.00
10-9(d)	Bite Owner Required to Confine Animal (3rd+)	\$ 100.00	\$187.00	\$ 300.00	\$ 439.00

Currently if an owner does not abide by quarantine, the bite victim incurs risk or painful treatment. This citation might provide greater compliance.

46-37	Defecating/Urinating in Public Place (1st)	\$ 50.00	\$124.00	\$ 60.00	\$ 136.60
46-37	Defecating/Urinating in Public Place (2nd)	\$ 100.00	\$187.00	\$ 90.00	\$ 174.40
46-37	Defecating/Urinating in Public Place (3rd)	\$ 200.00	\$313.00	\$ 125.00	\$ 218.50

The increased fine amount for this violation will bring us closer to those of other area jurisdictions for similar violations.

46-156(7)	Fireworks 1st	\$ 50.00	\$124.00	\$ 75.00	\$ 155.50
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The increased fine amount for this violation will bring us closer to those of other area jurisdictions for similar violations.

50-73(a)	Presence in Park/Closed Hours (1st)	\$ 25.00	\$92.50	\$ 30.00	\$ 98.80
50-73(a)	Presence in Park/Closed Hours (2nd)	\$ 50.00	\$124.00	\$ 60.00	\$ 136.60
50-73(a)	Presence in Park/Closed Hours (3rd+)	\$ 100.00	\$187.00	\$ 125.00	\$ 174.40

The increased fine amount for this violation will bring us closer to those of other area jurisdictions for similar violations.

70-13(a)	Unnecessary Noise Prohibited (1st)	\$ 30.00	\$98.80	\$ 50.00	\$ 124.00
70-13(a)	Unnecessary Noise Prohibited (2nd)	\$ 60.00	\$136.60	\$ 100.00	\$ 187.00
70-13(a)	Unnecessary Noise Prohibited (3rd+)	\$ 125.00	\$218.50	\$ 150.00	\$ 250.00
70-13(b)	Unnecessary Smoke Prohibited (1st)	\$ 30.00	\$98.80	\$ 50.00	\$ 124.00
70-13(b)	Unnecessary Smoke Prohibited (2nd)	\$ 60.00	\$136.60	\$ 100.00	\$ 187.00
70-13(b)	Unnecessary Smoke Prohibited (3rd+)	\$ 125.00	\$218.50	\$ 150.00	\$ 250.00
70-13(c)	Unnecessary Acceleration Prohibited (1st)	\$ 30.00	\$98.80	\$ 50.00	\$ 124.00
70-13(c)	Unnecessary Acceleration Prohibited (2nd)	\$ 60.00	\$136.60	\$ 100.00	\$ 187.00
70-13(c)	Unnecessary Acceleration Prohibited (3rd+)	\$ 125.00	\$218.50	\$ 150.00	\$ 250.00

The increased fine amount for this violation will bring us closer to those of other area jurisdictions for similar violations.

70-62	State Statutes Adopted - Ch 23.33			\$ -	\$ -
70-65(a)	ATV/UTV Registered for Public Use			\$ 70.00	\$ 149.20
70-65(b)	ATV/UTV fail to follow Road Rules			\$ 70.00	\$ 149.20
70-65(c)	ATV/UTV 10pm to 6am Restricted			\$ 70.00	\$ 149.20
70-65(d)	ATV/UTV Speeding			\$ 70.00	\$ 149.20
70-65(e)	ATV/UTV Age and Safety Requirements			\$ 70.00	\$ 149.20
70-65(f)	ATV/UTV Lights Required			\$ 70.00	\$ 149.20
70-65(g)	ATV/UTV Exhaust restriction			\$ 70.00	\$ 149.20
70-65(h)	ATV/UTV Operation Off Paved Roadway			\$ 70.00	\$ 149.20
70-65(i)	ATV/UTV Running Unattended or w/Key			\$ 70.00	\$ 149.20

70-65(j)	ATV/UTV Insurance Required			\$ 70.00	\$ 149.20
70-65(k)	ATV/UTV Op. Under 18y w/o Helmet			\$ 70.00	\$ 149.20
70-65(l)	ATV/UTV Pass. Under 18y w/o Helmet			\$ 70.00	\$ 149.20
70-65(m)	ATV/UTV Op. Under 16y or without DL			\$ 70.00	\$ 149.20
70-65(n)	ATV/UTV Op. with Open intoxicant			\$ 70.00	\$ 149.20

This is a new ordinance since the 2020 review of Fee Schedules, the fines are reasonably in alignment with DNR deposits for similar violations. Their deposit is commonly \$75 (and they have a higher court cost) with the related citations.

70-217	Snowmobiles Hours of Operation (1st)	\$ 25.00	\$92.50	\$ 70.00	\$ 149.20
70-217	Snowmobiles Hours of Operation (2nd)	\$ 50.00	\$124.00	\$ 100.00	\$ 187.00
70-217	Snowmobiles Hours of Operation (3rd+)	\$ 100.00	\$187.00	\$ 150.00	\$ 250.00
70-219	Operation of Snowmobile on Sidewalk (1st)	\$ 25.00	\$92.50	\$ 70.00	\$ 149.20
70-219	Operation of Snowmobile on Sidewalk (2nd)	\$ 50.00	\$124.00	\$ 100.00	\$ 187.00
70-219	Operation of Snowmobile on Sidewalk (3rd+)	\$ 100.00	\$187.00	\$ 150.00	\$ 250.00
70-221(a)	Operation of Snowmobile on City Property (1st)	\$ 25.00	\$92.50	\$ 70.00	\$ 149.20
70-221(a)	Operation of Snowmobile on City Property (2nd)	\$ 50.00	\$124.00	\$ 100.00	\$ 187.00
70-221(a)	Operation of Snowmobile on City Property (3rd+)	\$ 100.00	\$187.00	\$ 150.00	\$ 250.00
70-221(b)	Operate Snowmobile Off Designated Route (1st)	\$ 25.00	\$92.50	\$ 70.00	\$ 149.20
70-221(b)	Operate Snowmobile Off Designated Route (2nd)	\$ 50.00	\$124.00	\$ 100.00	\$ 187.00
70-221(b)	Operate Snowmobile Off Designated Route(3rd+)	\$ 100.00	\$187.00	\$ 150.00	\$ 250.00

The current fines are not in alignment with DNR deposits for similar violation. Their deposit is commonly \$75 (and they have a higher court cost) with the related citations.

82-286(8)	Exceed Max. Number of Chickens (1st)			\$ 25.00	\$ 92.50
82-286(8)	Exceed Max. Number of Chickens (2nd)			\$ 50.00	\$ 124.00
82-286(8)	Exceed Max. Number of Chickens (3rd)			\$ 100.00	\$ 187.00

This is a new ordinance since the 2020 review of Fee Schedules, the fines are in alignment with other Use Regulation violations.

EMS:

Description	2022	2023 recommendation	Marquette Co. 2022	Wausara Co. 2023
Ground Mileage	\$16.00	\$21.00	\$20.00	\$20.00
Ground Mileage District Resident	\$15.00	\$20.00	\$20.00	\$20.00
Ground Mileage	\$16.00	\$21.00	\$20.00	\$20.00
Ground Mileage District Resident	\$15.00	\$20.00	\$20.00	\$20.00
Ground Mileage	\$16.00	\$21.00	\$20.00	\$20.00
Ground Mileage District Resident	\$15.00	\$20.00	\$20.00	\$20.00
ALS Non-Emergent Call	\$950.00	\$1,100.00	\$1,250.00	\$1,097.50
ALS1 Non-Emergent Call District Resident	\$850.00	\$1,000.00	\$1,150.00	\$1,097.50
ALS1 Emergency Call	\$950.00	\$1,100.00	\$1,250.00	\$1,097.50
ALS1 Emergency Call District Resident	\$850.00	\$1,000.00	\$1,150.00	\$1,097.50
BLS Non Emergent Call	\$800.00	\$950.00	\$1,030.00	\$894.35
BLS Non Emergent Call District Resident	\$700.00	\$850.00	\$930.00	\$894.35
BLS Emergency Call	\$800.00	\$950.00	\$930.00	\$894.35
BLS Emergency Call District Resident	\$700.00	\$850.00	\$1,030.00	\$894.35
ALS2 Emergency Call	\$1,125.00	\$1,275.00	\$1,990.00	\$1,216.99
ALS2 Emergency Call District Resident	\$1,025.00	\$1,175.00	\$1,910.00	\$1,216.99
Non Covered Mileage	\$15.00	\$20.00	\$20.00	\$315.33
Ambulance response and treatment, no transport BLS	\$250.00	\$275.00	\$200.00	\$620.00
Ambulance response and treatment, no transport ALS	\$525.00	\$615.00	\$600.00	
Ambulance response and treatment, no transport	\$125.00	\$125.00		

Note: Marquette County is going to be raising their rates for next year.

11/15/2022

The Department of Public Works fee schedule increases are based on the rising cost of materials, fuel prices and staying comparable to surrounding communities.

Brush truck rental - \$20.00 increase to \$35.00 (is not on the fee schedule needs to be added).

Section 58-151 (trench permit) - \$25.00 each or \$100.00 annually. Increase to \$50.00 each or \$200.00 annually.

Section 58-67 (contracts for snow removal) minimum fee of \$100.00 for the first 1,000 sq. ft. plus \$25.00 per 500 sq. ft. in excess of 1,000 sq. ft. Increase to \$150.00 for the first 1,000 sq. ft. plus \$30.00 per 500 sq. ft. in excess of 1,000 sq. ft.

City of Berlin Code of Ordinances Fee Schedule Updated: December 2020				
Code	Category	Description	Department	Amount
10-3(b)	Animals	Chicken Keeping	Clerk	\$ 10.00
10-11	Animals	Impoundment of Animals - Surrender Fee	Animal Control	\$50.00/Cat
10-11	Animals	Impoundment of Animals - Impoundment fee	Animal Control	1st Night N/C: \$10.00/day
10-7	Animals	Issuance of license - Dog License Fees	Clerk	Spay/Neuter \$3.00 No
10-7	Animals	Issuance of license - Kennel License Fee	Clerk	<12 dogs \$35.00 >12 \$35.00 + \$3.00 each surpassing 12 dogs
10-7	Animals	Issuance of License - Cat License Fee	Clerk	Spay/Neuter \$3.00 No
10-8	Animals	Late Fee for Dog License	Clerk	\$ 5.00
10-10(a)(1)	Animals	Admin fee to appeal vicious dog determination	Clerk	\$ 150.00
10-10(e)	Animals	Special Registration Fee-Vicious Dog	Clerk	\$ 200.00
14-13	Building and Building Regulations	Plan Approval Fees - Determined by Square Footage	Zoning	See Attachment #1
14-131	Moving Buildings	Permit Fee to move building	Zoning	\$ 100.00
14-136	Moving Buildings	Required Insurance to move building	Zoning	** See below
14-14	Building and Building Regulations	Permit fees/building, plumbing, electrical (permit & license), HVAC permit, sign permit, moving, razing, driveway	Building Inspector	See Attachment #2
14-14	In General	Permit Fees/one & two family residential new construction occupancy fee if final inspection is not done prior to occupancy	Building Inspector	\$ 100.00
14-14	In General	Permit fees/fees double if permit is not obtained prior to commencement of construction	Building Inspector	See Attachment #2
14-53	Construction site erosion control	Permit Application; control plan; permit issuance	Building Inspector	\$ 100.00
14-142	Building and Building Regulations	Vacant Building Registration		\$0
14-142(3)	Building and Building Regulations	Vacant Building 6-Month Renewal Registration		\$75
14-142(3)	Building and Building Regulations	Vacant Building w/violation at renewal inspection		Accumulative Add'l \$150 at renewal for each 6-mo period where violation persists to max of \$500
14-142(4)	Building and Building Regulations	Vacant Building: Owner Refuses access to city officials for inspection		\$100
14-144	Building and Building Regulations	Vacant Building: Liability insurance requirement		\$1M
18-112	Cigarettes	License Application Fee	Clerk	\$ 25.00
18-148	Direct Sales	Peddlers Permit. Registration/registration fee per person in a group for a six month period.		
18-186	Farmers Market	Direct sellers may employ one assistant w/o additional payment	Clerk	\$25.00 + insurance (**see below)
18-259	Technicians	Sales permit	Clerk	\$5.00/day or \$20.00/season per stand
18-260	Technicians	Massage Parlor establishment license/fee	Clerk	\$ 250.00
18-333	Processions, Parades, Runs, Walks.....	Massage technician and managers licenses/fee	Clerk	\$ 20.00
18-333	Processions, Parades, Runs, Walks.....	Permit - Fee	Clerk	No Fee
18-333	Processions, Parades, Runs, Walks.....	Permit - Required Insurance (L & P)	Clerk	** See below
18-333	Processions, Parades, Runs, Walks.....	Permit/(k) charge for increased costs	Clerk	Actual Increase in Costs
18-366	Street & Parking Lot Use Permit	Street Use Permit - Fee	Clerk	\$ 20.00
18-366	Street & Parking Lot Use Permit	Street Use Permit - Required Insurance	Clerk	**See below
18-367	Street & Parking Lot Use Permit	Parking Lot Use Permit - Permit Fee	Clerk	\$ 20.00
18-367	Street & Parking Lot Use Permit	Parking Lot Use Permit - Required Insurance	Clerk	**See below
18-31	Alarm Systems	Alarm Permit Fee	Clerk	\$ 25.00

Section	Category	Description	Department	Amount
18-39	Alarm Systems	Answering of False Alarm - Fee	Police & Fire	1-4 calls=\$25 each 5-7 calls=\$50 each
18-401	Street & Parking Lot Use Permit	Street Privilege Permit Fee (Temporary construction or sidewalk café) (only valid for 3 months at a time)	Clerk	8+ -\$75 each
18-401	Street & Parking Lot Use Permit	Street Privilege Permit (Temporary construction or sidewalk café) - Required Insurance	Clerk	\$
18-402	Street & Parking Lot Use Permit	Special Events Vending Permit - Permit Procedure	Clerk	**See below
18-402	Street & Parking Lot Use Permit	Special Events Vending Permit - Required Insurance	Clerk	\$
18-41	Alarm Systems	Private Alarm System Permits - Permit Fee	Clerk	**See below
18-441	Sexually Oriented Adult Entertainment	License Fee (if denied, half returned)	Clerk	\$
18-443	Sexually Oriented Adult Entertainment	Renewal of License (if denied, half returned)	Clerk	\$
18-482	Tattoo Parlor Establishments and Technicians	Tattoo Parlor Establishment License/insurance application	Clerk	\$
18-483	Tattoo Parlor Establishments and Technicians	Tattoo Technician's Manager's License/insurance application	Clerk	\$
18-78	Amusement and Music Devices	Issuance of License; Term; Transferability/annual license fee	Clerk	If over 5 devices, \$10.00/device
22-19	Cemeteries	Sale of Burial Lot Easement	Clerk	See Cemetery Fee Schedule
22-20	Cemeteries	Perpetual Care - Additional Services Fee	Clerk	N/A
2-408	Boards, Commissions and Committees	Cemetery Rules and Regulations - Fee Easement Prices and the like, all related fees	Cemetery	See Cemetery Fee Schedule
2-50	Mayor, Common Council	Salaries - Schedule of Salaries	Council	Mayor \$6000/yr Alderpersons \$3,000/yr
26-2	In General	Open Burning - Approval and Special Permit Granted - Required Insurance	Fire Chief	None
2-652	Finance	Statement of Real Property Status - Special Assessment	Clerk	\$20.00/parcel or \$25.00/parcel for rush
2-654	Finance	Payment of Taxes; interest; penalty/late charge of 1% per month, or fraction of month	Clerk	1%/month
2-710	Records	Public Access Copy Charge	Clerk/Zoning	\$.30/inside
42-1	Manufactured Homes	Mobile Home Park Operators License Fee	Zoning	\$
42-1	Manufactured Homes	Mobile Home Park Operators License Transfer Fee	Zoning	\$
42-3	Manufactured Homes	Monthly Parking Fee - Applies to park licensees and non-park mobile home owners/occupants	Clerk	Per WI SS 66.0435(3) non-exempt property
Sec. 46-31	Hunting	Bow and arrow discharge permit	PD	\$
46-156	Public Nuisances	Abatement - Cost	Public Works	Actual Cost
46-77	Offenses against property	Littering - Cost of Cleanup	Public Works	Actual Cost plus 20%
50-72	Park Regulations	Regulations/Fees, Charges and Deposits; use of city park facility, shelter or land area	Parks & Recreation	See Park Shelter Use Agreement
		Ball Diamond Rental (per day) \$50 refundable deposit also required; Additional set-up fees \$40/field/day	Parks	\$
	Ball Diamond Rental	Riverside Park North Shelter #1 & #2 - Monday - Thursday	Parks	\$50/day - R \$80/day - NR
	Park Rental Fees	Riverside Park North Shelter #1 & #2 - Weekend up to 99 guests	Parks	\$85/day - R \$140/day NR
	Park Rental Fees	Riverside Park North Shelter #1 & #2 - Weekend 100+ Guests	Parks	\$100/day-R \$170/day - NR
	Park Rental Fees	Nathan Strong Park Gazebo (Weddings only) - Mon - Thurs	Parks	\$35/day - R \$60/day - NR
	Park Rental Fees	Nathan Strong Park Gazebo (Weddings only) - Weekend up to 99 guests	Parks	\$50/day - R \$90/day - NR
	Park Rental Fees	Riverside Park North Diamond Shelter-Monday - Thursday	Parks	\$40/day - R \$60/day -NR
	Park Rental Fees	Riverside Park North Diamond Shelter - Weekend up to 99 guests	Parks	\$55/day - R \$80/day - NR
		Veteran's Gazebo	Parks	\$35/day - R \$60/day - NR
		Veteran's Gazebo	Parks	\$50/day - R \$90/day - NR
50-74	Park Regulations	Reservation of Park Space/required insurance	Parks & Recreation	See Park Shelter Use Agreement
54-33	Disposal & Collection	Permit - Issuance of permit	Public Works	\$
58-103	Streets, Curbs, Gutters & Sidewalks	Obstructions and encroachments - Failure to Remove Obstruction Fee is actual cost	Public Works	Actual Cost
58-151	Streets, Curbs, Gutters & Sidewalks	(Trench Permit) Permit Application for Excavation	Clerk/Treasurer	\$25.00 each or \$100.00 Annually
58-151	Street, Curbs, Gutters & Sidewalks	(Trench Permit) Permit for Excavation - Required Insurance	Clerk/Treasurer	**See below
58-151	Street, Curbs, Gutters & Sidewalks	(Trench Permit) Surface restoration - In the Event of Excavation, Restoration Costs to the Responsible Party	Streets	Actual Cost
58-160	Street, Curbs, Gutters & Sidewalks	(Trench Permit) Surface Replacement for/unimproved street, oiled gravel road, bituminous on gravel, bituminous on concrete, concrete road	Streets	Actual Cost
58-208	Street, Curbs, Gutters & Sidewalks	Service laterals - Do the work or get charged (standardized special assessment schedule)	Water & Sewer	See Standardized Special Assessment Schedule
58-272	Driveways	Permit - Fee	Zoning	See Attachment #2
58-67	Snow & Ice	Contracts with City for Snow Removal - Fee Calculation for Every 1,000 sq ft or Less; Extra for each additional 500 sq ft	Streets	Minimum Fee of \$100.00 for the first 1,000 Sq Ft + \$25.00/500 Sq Ft in excess of 1,000 Sq Ft

Section	Category	Description	Department	Amount
62-145	Dedications	Fees in Lieu of Land	Subdivision	\$200/dwelling unit
62-178	Required Improvements	Construction Plans, city review, inspections - Subdivider to Reimburse the City for Incurred Costs	Zoning	Per Resolution #07-13
62-261				
62-262				
62-263				
62-264	Fees and Charges	Preliminary Plat Review - Subdivider to Pay	Zoning	\$50.00 + \$2.00 per unit/lot plus engineering fees
62-264	Fees and Charges	Preliminary Plat Review - Reapplication Fee	Zoning	\$ 25.00
62-265	Fees and Charges	Final Plat Review - Subdivider to Pay	Zoning	\$25.00 + \$2.00 per unit/lot plus engineering fees
62-265	Fees and Charges	Final Plat Review - Reapplication Fee	Zoning	\$ 10.00
62-268	Fees and Charges	Certified Survey/subdivide application fee; per each certified survey which results in two or less lots.....	Zoning	\$ 25.00
6-47	Liquor Licenses	Outdoor Sports Activities Filing Fee	Clerk	\$ 10.00
		1) Fees for Temporary Class "B" Fermented Malt Beverage License, per event		
		Fees for Temporary "Class B" Wine License, per event (no fee if obtained w/fermented malt bev license)		
6-48	Liquor Licenses	Fees for Fermented Malt Beverage Wholesaler's License, Annually	Clerk	\$ 10.00
6-48	Liquor Licenses	Fees for Provisional Licenses (Retail)	Clerk	\$ 15.00
		1) Fees for Class "A" Fermented Malt Beverages Retailers License, annual (less than 12 mo. is prorated)		
6-48	Liquor Licenses	2) Fees for Class "B" Fermented Malt Beverage License, annual	Clerk	\$ 100.00
		Fees for "Class C" Wine License - Annual fee (less than 12 months is prorated)		
6-48	Liquor Licenses	1) Fees for "Class A" Intoxicating Liquor License, Initially and Renewal Annually;	Clerk	\$ 300.00
6-48	Liquor Licenses	Fees for "Class B" Intoxicating Liquor License, Initially & Renewal Annually	Clerk	\$ 10,000.00
6-48	Liquor Licenses	Fees for Reserve "Class B" Intoxicating Liquor License	Clerk	\$ 100.00
6-48	Liquor Licenses	Fees for All Other Classes Not Listed	Clerk	\$ 15.00
6-48	Liquor Licenses	Fees for Provisional Licenses (Operator)		
6-49 & 6-54	Liquor Licenses	Application for Operator's license - Full Term Operators License and Renewals	Clerk	\$30/two-year license \$20/one-year license
6-54	Liquor Licenses	Operator's License - Provisional bartenders or operator's license	Clerk	\$ 15.00
66-32 & 66-33	Hotel/Motel Room Tax	Imposed room tax rate is 4% of the monthly gross receipts; due quarterly	Clerk	4% of monthly gross receipts due quarterly
66-34	Hotel/Motel Room Tax	Application Fee	Clerk	\$ 10.00
66-36	Hotel/Motel Room Tax	Permit Revocation or Suspension; Renewal Fee	Clerk	\$ 50.00
66-40	Hotel/Motel Room Tax	Failure to file return; payment; penalty/10%	Clerk	Payment Due + Penalty of 10%
66-41	Hotel/Motel Room Tax	Nonpayment of Hotel/Motel Room Tax - Interest Accrual on late payments of 7%/year ; and timely payment discount available	Clerk	1% discount if paid w/in 30 days of being due; if late, interest accrues at 7%/year
66-42	Hotel/Motel Room Tax	Delinquent Returns - Penalty for late filing fee	Treasurer	\$ 25.00
66-43	Hotel/Motel Room Tax	Failure to file return; - Penalty of 25%; 50% if false return is filed	Clerk	Penalty of 25%
66-48	Hotel/Motel Room Tax	Violation - Penalty for Failure to Obtain a Permit or Failure to Allow an Inspection	Clerk	\$ 200.00
70-11	Illegally parked Vehicles	Towing and Storage Charges	Police/Streets	\$50.00/day if stored on City property; or Actual cost if private carrier used
70-118	Bicycles and Play Vehicles	Inspection and Registration - Application for Registration and Licensing Fee	Police	\$5.00/non-expiring
70-118	Bicycles and Play Vehicles	Inspection and Registration - Change of Ownership	Police	N/A
70-118	Bicycles and Play Vehicles	Inspection and Registration - Replacement Tag	Police	N/A
70-458	Traffic Schedules	Winter Parking Fee	Police	\$25.00 + tax for each vehicle
74-41	Water Utility	Rates	Water & Sewer	Per Water Rate Schedule
74-7	In General	Inspections - Work not ready at second notice has additional fee	Water & Sewer	Per S&W Fee Schedule
74-7	In General	Special Inspections/ (b)	Water & Sewer	Per S&W Fee Schedule
74-86	Sewer Utility	Rates	Water & Sewer	Per Sewer Rate Schedule
		User charges - Charges not paid within 20 days of billing are subject to a 1% late payment charge		1% per month
74-89	Sewer Utility	Private Wastewater disposal - Required Insurance	Water & Sewer	**See below
74-91	Sewer Utility	Building Sewers & Connections - Permit and Inspection Fee	Water & Sewer	Per Connection Fee Schedule
74-92	Sewer Utility	Destruction of Noxious Weeds - Noxious Weed Abatement Expenses and Penalties	Streets	\$125.00/hour
78-2	General			

<u>Section</u>	<u>Category</u>	<u>Description</u>	<u>Department</u>	<u>Amount</u>
	Indoor Pool Fees	Miller Natatorium Swimnastics Pass: R-16 punches/NR-12 punches	Pool	\$ 25.00
	Indoor Pool Fees	Indoor Pool Daily Pass-Resident	Pool	\$2 - R/NR
	Indoor Pool Fees	Indoor Pool Season Pass-Individual	Pool	\$40 - R/NR
	Indoor Pool Fees	Indoor Pool Season Pass-Family	Pool	\$55 - R/NR
	Campground Fees	Campground Fees Daily and Weekly Rates	Parks	\$25/night; \$150/week
	Other Fees/Charges	Senior Center Use Rental - \$50 refundable deposit also required	Senior Center	\$ 50.00
	Other Fees/Charges	Replacement Dog Tag	Clerk	\$ 1.00
	Other Fees/Charges	Photographs (per page)	Police	\$ 2.15
	Mtg Co. Tax Requests	Tax Amount Requests from Mortgage Companies	Clerk	\$5/parcel
		\$1 million liability/\$500,000 property liability per occurrence with City of Berlin named as an additional insured. Also required is a signed Hold Harmless Agreement.		
	** (Insurance Requirement)	Resident		
	R	Non-Resident		
	NR			

Building and Zoning Fee Attachment

A. RESIDENTIAL -1 & 2 Family		Fees	Changes
New Construction & Additions - Residential (1 & 2-Family)		\$.20 per sq. ft.	
(Includes HVAC, Plumbing & Electrical)			
Erosion Control		\$75.00	
Alterations		\$5 per thousand of valuation or \$40.00 minimum	
Fences and Pools		\$50.00	
Accessory Structure <200 sq. ft.		\$50.00	
Accessory Structure & Garage >200 sq. ft.		.11 per sq. ft. or \$75.00 minimum	new classification
Decks		.11 per sq. ft. or \$50.00 minimum	Added .11 per sq ft
Reroofing & Residing		\$5 per thousand of valuation or \$50.00 minimum	Added \$5 per thousand
Permission to Start (Early Start)		\$100	
State Seal for new homes		\$40.00	
Zoning Review for new home and additions		\$60.00	
Plan Review		1-Story \$60.00 2-Story \$85.00	
Bond (Bond returned after occupancy permit issued)		Valuation of the project is over \$15,000 then \$1,000.00	Was \$1,500 over 10,000 sq ft and \$3,000 over 10,001 sq ft
Electrical Fees for Alterations		<10 openings \$30, Services Upgrades \$50, All others \$5 per thousand \$50 min.	Services was \$85, \$1 per openings
Plumbing Fees for Alterations		\$5 per thousand of valuation or \$50.00 minimum	\$10 per fixture
Hot Water heater replacement		\$30.00	new classification
Lateral repair, replacement, or relocation		\$50.00	
HVAC Fees		equipment replacement \$50, Add on air conditioning- \$50.00, and New System \$80.00	
Minimum Fee (Building, Plumbing, HVAC, & Electrical)		\$50.00	

B. COMMERCIAL		
New Structure ** Addition		
a. Multi-Family (3 family or more), Motels, CBRF	\$.20 per sq. ft.	
b. Mercantile, Restaurants, Taverns, Assembly Halls, Offices	\$.16 per sq. ft.	new classification
c. Schools, Institutional, Hospitals	\$.20 per sq. ft.	

d. Manufacturing and Industrial. (Office area to follow fees in b.) .	\$.14 per sq. ft.	
e. Vehicle Repair and Vehicle Storage	\$.20 per sq. ft.	
f. Warehouse, Mini Warehouse, Building Shells* for Multi-Tenant Buildings	\$.14 per sq. ft.	
h. Special Occupancies (Outdoor Pools, Towers, Tents, etc .)	\$.11 per sq. ft.	new classification
i. The above referenced permits (a-h)	\$ 75.00 minimum	
Erosion Control	New Structure \$100.00 Additions \$75.00	
Alterations , Reroof & Residing	\$6.00 per thousand of valuation or \$75.00 minimum	new classification
Early Start Permit (Footings and Foundations per COMM 61.32)	\$100.00	
Electrical Fees for Commercial Buildings and Additions	\$35.00 plus \$.04 per sq. ft.	
Electrical Fees for Commercial Alterations	<10 openings \$40.00	new classification
Electrical Fees for Commercial Alterations	\$7.00 per thousand of valuation or \$75.00 minimum	new classification
Plumbing Fees for Commercial Buildings and Additions	\$35.00 plus \$.04 per sq. ft.	
Plumbing Fees for Commercial Alterations	\$7.00 per thousand of valuation or \$75.00 minimum	new classification
Lateral repair, replacement, or relocation	\$50.00 per lateral	
HVAC Fees for Commercial Buildings and Additions	\$35.00 plus \$.04 per sq. ft.	
HVAC Fees for Commercial Alterations	\$7.00 per thousand of valuation or \$75.00 minimum	new classification
Commercial Plan Review -new projects ,<25,000 cubic ft (otherwise registered or state review)	\$100	new classification
Bond (Bond returned after occupancy permit issued)	Valuation of new construction project is over \$15,000 then \$1,500	added dollar amount
Accessory Structure, Decks	\$.11 per sq. ft. or \$75.00 minimum	
Other	\$75.00 minimum	
Temporary Structure (180 day limit)	\$30.00 (Greenhouses, Wedding tents)	new

C. Miscellaneous		
ADA temporary ramp	\$25.00	new
Storage Tank Removal Fee	\$50.00	new
Razing Fee	Single Family \$100.00, Garages \$75.00, Commercial/ Industrial \$150	
Moving Structure	Buildings other than Garage \$100.00 Garage Structure \$75.00	
Fire Protection or Sprinkler work	\$1.00 per head ; \$75.00 Minimum	new
Signs	\$50.00 plus \$.50 per sq. ft.	
Windows & Doors (no structural work)	\$30.00	new
Fireplace and wood burner.	\$35.00	new
Permit Extension Fee (can be done one time)	\$50.00	
*Permits are good for One Year		
*Double Fees are due if work is started before the permit is issued.		
D. Manufactured Dwelling or Home basic on slab (includes service, lateral hookup, Slab insp) + (decks, attached garage, basement) + Zoning; (seal required) + Erosion Control (if basement)	\$300.00	new
E. Occupancy Permits		
1 & 2 Family new homes or additions to them	\$50.00	
Multi-Family	\$50.00 plus \$10 per unit	
Commercial/ Industrial	\$100.00	
F. Driveway Permits		
Interior of Lot portion only	\$10.00	
Terrace portion of driveway only	\$40.00	
G. Zoning Fees		
Board of Appeals	\$200.00	
Plan Commission Rezoning	\$300.00	
Plan Commission Conditional Use Permit	\$200.00	