

AGENDA  
COMMON COUNCIL MEETING  
TUESDAY, JUNE 13, 2017 7:00 PM  
COUNCIL CHAMBERS, BERLIN CITY HALL, 2ND FLOOR  
MEETING IS OPEN TO THE PUBLIC & CITY HALL IS HANDICAPPED ACCESSIBLE

1. Call to order/Roll Call
2. General Public Comments. Registration card required (located at podium in Council Chamber).

CONSENT AGENDA: The Consent Agenda contains items which staff considers to be routine and have already been discussed and recommended by a committee, board or commission at a previous meeting. Staff recommends that Council act on all of these items on a single roll call vote. If any member of Council wishes to have any item removed from the Consent Agenda and discussed, the Council member may request that item be removed from the Consent Agenda prior to the adoption.

3. Waive the reading of ordinances and resolutions. RECOMMENDATION: Waive the reading of all ordinances and resolutions adopted at this meeting.
4. Written reports from the City Clerk, Treasurer, and Building Inspector.  
RECOMMENDATION: Receive and place on file the written reports from the City Clerk, Treasurer, and Building Inspector.
5. Minutes from the May 9, 2017, Common Council Meeting. RECOMMENDATION: Approve the minutes.
6. 2016 Audit Results. RECOMMENDATION: Accept the Committee of the Whole recommendation to accept and place the 2016 audit on file.
7. Water & Sewer Utility Annual Compliance Maintenance Report Resolution.  
RECOMMENDATION: Accept the Water & Sewer Commission recommendation to approve Compliance Maintenance Resolution #17-04.
8. July Committee of the Whole and Common Council Meeting Dates.  
RECOMMENDATION: Accept the Committee of the Whole recommendation to move July meeting dates from July 4 & 11 to July 11 & 18.
9. Handicap Parking Stall for ADVOCAP. RECOMMENDATION: Accept the Committee of the Whole recommendation to designate one parking stall as a handicap spot on Broadway Street in front of ADVOCAP building and authorize the placement of appropriate signage, with ADVOCAP paying upfront for any related costs.
10. Approval of Federal and State Taxi Grant. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve and authorize the Mayor to sign the 2017 Urban Mass Transit Operating Assistance Contracts between the State of Wisconsin, Department of Transportation for Section 5311 and the City of Berlin for Calendar Year 2017.

11. Fire Department Request to Sell Beer at Car Show. RECOMMENDATION: Accept the Committee of the Whole recommendation to approve the Berlin Fire Department request to sell beer at 2017 Car Show Event.

12. Bills List. RECOMMENDATION: Approve the list of bills for payment.

#### END OF CONSENT AGENDA

13. Annual Report from Chamber of Commerce on Room Tax. RECOMMENDATION: Listen to annual Chamber Report on Room Tax monies. Action as appropriate. None required.

14. Resolution Authorizing Fire Department Budget Adjustment. RECOMMENDATION: Approve Resolutions #17-05 Authorizing Transfer of 2017 Budget Funds for DNR Fire Truck Purchases.

15. Agreement Between Care Wisconsin First, Inc. and Berlin Senior Center. RECOMMENDATION: Approve the Agreement for Services Between Care Wisconsin First, Inc. and the Berlin Senior Center effective June 1, 2017.

16. Vehicle Use Agreement with Disabilities Services. RECOMMENDATION: Approve the Contractual Agreement on the Cooperative and Coordinated Use of Specialized Transit Vehicles with Disabilities Services Inc.

17. Action on annual licenses: Bartender Licenses, Class "A" & Class "B" Beer and/or Intoxicating Liquor Licenses, Cigarette, & Amusement Devices. RECOMMENDATION: Grant or deny the licenses presented pending all appropriate approvals and inspections are completed and requirements met.

18. License Applications- Bartender License for Lori Lee Sternitske, Nancy A. Ewald, Lisa Ann Pollom (approved by the PD). RECOMMENDATION: Grant or deny the licenses.

19. Old Business (To be used to request items of old business be put on a future agenda for further discussion or action; or used to make a motion for reconsideration of an item from the current meeting or immediately previous meeting; or to make a motion to take items off the table which were laid on the table only during the current meeting.)

20. New Business (To be used to request items of new business be put on a future agenda)

21. Public Appearances.

22. 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 -- OFFICE OF THE TREASURER                           |                 |  |               |               |                         |                 |                      |  |  |
|---|-----------------|--|---------------|---------------|-------------------------|-----------------|----------------------|--|--|
|   |                 | HONORABLE MAYOR AND COMMON COUNCIL OF THE CITY OF BERLIN, WISCONSIN: |               |               |                         |                 |                      |  |  |
| I herewith present my report as City Treasurer for the month ending |                 | 5/31/2017  |               |               |                         |                 |                      |  |  |
| ADJ/  |                 |  |               |               |                         |                 |                      |  |  |
| FUNDS   | BEG BALANCE     | VOIDS  | RECEIPTS      | DISBURSEMENTS | BALANCE                 | INVESTMENTS     | TOTAL W/ INVESTMENTS |  |  |
| GENERAL CITY  | \$ 200,375.67   |  | \$ 553,805.02 | \$ 638,754.80 | \$ 115,425.89           | \$ 3,250,000.00 | \$ 3,365,425.89      |  |  |
| TAX COLLECTION ACCOUNT  | \$ 99,686.16    |  | \$ -          | \$ 99,000.00  | \$ 686.16               | \$ -            | \$ 686.16            |  |  |
| WATER INVESTMENTS   | \$ 556,966.05   |  | \$ 108,644.76 | \$ 97,485.20  | \$ 568,125.61           | \$ 3,355,179.70 | \$ 3,923,305.31      |  |  |
| SEWER INVESTMENTS   |                 |  |               |               | \$ -                    | \$ 1,306,135.26 | \$ 1,306,135.26      |  |  |
| SEWER BOND & INT  | \$ 53,700.21    |  | \$ 7.28       | \$ -          | \$ 53,707.49            | \$ -            | \$ 53,707.49         |  |  |
| BOND & INT RESERVE  | \$ -            |  |               |               | \$ -                    | \$ 255,625.56   | \$ 255,625.56        |  |  |
| EQUIP REPLACEMENT FUND  | \$ 179,230.90   |  | \$ 24.31      |               | \$ 179,255.21           | \$ 1,255,000.00 | \$ 1,434,255.21      |  |  |
| CAPITAL PROJECT BORROWING   | \$ -            |  |               | \$ -          | \$ -                    | \$ -            | \$ -                 |  |  |
| EMS ACCOUNT   | \$ 89,377.76    |  | \$ 42,424.01  | \$ 100,035.00 | \$ 31,766.77            |                 | \$ 31,766.77         |  |  |
| TOTAL OF ALL FUNDS  | \$ 1,179,336.75 |  | \$ 704,905.38 | \$ 935,275.00 | \$ 948,967.13           | \$ 9,421,940.52 | \$ 10,370,907.65     |  |  |
| FUNDS   | BANK STATEMENT  | ADJUSTMENT   |               | OUTSTANDING   | AVAILABLE               |                 |                      |  |  |
|   | BALANCE         |  |               | CHECKS        | BANK BALANCE            |                 |                      |  |  |
| GENERAL CITY  | \$ 168,599.62   |  |               | \$ 53,173.73  | \$ 115,425.89           |                 |                      |  |  |
| TAX COLLECTION ACCOUNT  | \$ 977.55       |  |               | \$ 291.39     | \$ 686.16               |                 |                      |  |  |
| WATER & SEWER   | \$ 574,855.15   |  |               | \$ 6,729.54   | \$ 568,125.61           |                 |                      |  |  |
| SEWER BOND & INT  | \$ 53,707.49    |  |               | \$ -          | \$ 53,707.49            |                 |                      |  |  |
| EQUIP REPLACMT FUND   | \$ 179,255.21   |  |               | \$ -          | \$ 179,255.21           |                 |                      |  |  |
| CAPITAL PROJECT BORROWING   |                 |  |               | \$ -          | \$ -                    |                 |                      |  |  |
| EMS ACCOUNT   | \$ 31,766.77    |  |               | \$ -          | \$ 31,766.77            |                 |                      |  |  |
| TOTAL OF ALL FUNDS  | \$ 1,009,161.79 | \$ -   |               | \$ 60,194.66  | \$ 948,967.13           |                 |                      |  |  |
|   |                 |  |               |               | RESPECTFULLY SUBMITTED, |                 |                      |  |  |
|   |                 |  |               |               | Susan M Flannery        |                 |                      |  |  |

| CITY OF BERLIN                |       |                 |              | BUILDING REPORT |                   |                 |             | MAY             | 2017        |
|-------------------------------|-------|-----------------|--------------|-----------------|-------------------|-----------------|-------------|-----------------|-------------|
| TYPE OF PERMIT                | MONTH |                 | YEAR TO DATE |                 | LAST YEAR TO DATE |                 | Permit Cost | Estimated Value | Permit Cost |
|                               | No.   | Estimated Value | No.          | Estimated Value | No.               | Estimated Value |             |                 |             |
| Single Family Residence       |       |                 |              |                 |                   |                 |             |                 |             |
| Multi-Family Residence        |       |                 |              |                 |                   |                 |             |                 |             |
| Residential Garage            |       |                 |              |                 | 1                 | \$10,000.00     |             |                 | \$80.64     |
| Residential Garage Alteration |       |                 |              |                 |                   |                 |             |                 |             |
| Residential Alteration        | 7     | \$150,175.00    | 17           | \$261,157.00    | 17                | \$183,769.00    | \$1,159.40  |                 | \$1,188.00  |
| Commercial                    |       |                 |              |                 |                   |                 |             |                 |             |
| Commercial Alteration         |       |                 |              |                 | 1                 | \$64,000.00     |             |                 | \$275.00    |
| Industrial                    |       |                 |              |                 |                   |                 |             |                 |             |
| Industrial Alteration         |       |                 |              |                 | 1                 | \$200,000.00    |             |                 | \$1,910.00  |
| Signs                         |       |                 | 2            | \$5,390.00      | 5                 | \$10,685.00     | \$100.00    |                 | \$125.00    |
| Miscellaneous                 | 2     | \$2,583.00      | 7            | \$28,483.00     | 7                 | \$24,042.00     | \$395.00    |                 | \$350.00    |
| Demolition                    |       |                 |              |                 |                   |                 |             |                 |             |
| Hospital                      |       |                 |              |                 |                   |                 |             |                 |             |
| Church                        |       |                 | 1            | \$50,000.00     | 1                 | \$60,000.00     | \$50.00     |                 | \$260.00    |
| School                        |       |                 |              |                 |                   |                 |             |                 |             |
| Driveways                     | 4     | \$13,500.00     | 4            | \$13,500.00     | 2                 | \$11,000.00     | \$120.00    |                 | \$100.00    |
| Trailer Homes                 |       |                 |              |                 |                   |                 |             |                 |             |
| Total Building Permits        | 13    | \$166,258.00    | 31           | \$358,530.00    | 35                | \$563,496.00    | \$1,824.40  |                 | \$4,288.64  |
| Commercial Plan Approval      |       |                 |              |                 |                   |                 |             |                 |             |
| Plumbing Permits              | 2     | \$3,370.00      | 12           | \$18,736.00     | 7                 | \$918,850.00    | \$360.00    |                 | \$250.00    |
| Electrical Permits            | 1     | \$1,500.00      | 9            | \$15,014.00     | 5                 | \$22,900.00     | \$360.00    |                 | \$295.00    |
| Heating Permits               | 3     | \$7,983.00      | 19           | \$96,023.00     | 22                | \$564,291.00    | \$1,175.00  |                 | \$7,750.00  |
| Total Permit Fees             |       |                 |              |                 |                   |                 | \$3,719.40  |                 | \$18,884.64 |
| Totals                        | 19    | \$179,111.00    | 71           | \$488,303.00    | 70                | \$2,069,537.00  | \$3,719.40  |                 | \$19,134.64 |

RESOLUTION 17-04

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COMPLIANCE MAINTENANCE RESOLUTION

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WHEREAS, the Department of Natural Resources through its Municipal Wastewater Section, Bureau of Wastewater Management, requires that a Compliance Maintenance Annual Report be filed annually by the City of Berlin Water & Sewer Utility, and

WHEREAS, it is required that the governing body of the City of Berlin review the said report and inform the Department of Natural Resources by resolution that it accomplished the review;

NOW, THEREFORE, BE IT RESOLVED:

That the City of Berlin, Wisconsin informs the Department of Natural Resources that the Common Council has reviewed and approved the Compliance Maintenance Annual report which is attached to this Resolution on June 13, 2017.

PASSED, APPROVED, AND ADOPTED, THIS 13<sup>TH</sup> DAY OF JUNE, 2017.

Approved as to form:

CITY OF BERLIN:

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

BY \_\_\_\_\_  
Richard Schramer, Mayor

BY \_\_\_\_\_

Roll Call Vote:

Attest:

\_\_\_\_\_ Ayes  
\_\_\_\_\_ Nays  
\_\_\_\_\_ Absent

\_\_\_\_\_  
Jodie Olson, City Clerk

# Compliance Maintenance Annual Report

Berlin Wastewater Treatment Facility

Last Updated: Reporting For:  
5/16/2017 2016

## Resolution or Owner's Statement

Name of Governing  
Body or Owner:

City of Berlin

Date of Resolution or  
Action Taken:

06/13/17

Resolution Number:

17-04

Date of Submittal:

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO SPECIFIC CMAR SECTIONS (Optional for grade A or B. Required for grade C, D, or F):

Influent Flow and Loadings: Grade = A

Effluent Quality: BOD: Grade = A

Effluent Quality: TSS: Grade = A

Effluent Quality: Phosphorus: Grade = A

Biosolids Quality and Management: Grade = A

Staffing: Grade = A

Operator Certification: Grade = A

Financial Management: Grade = A

Collection Systems: Grade = A

(Regardless of grade, response required for Collection Systems if SSOs were reported)

### ACTIONS SET FORTH BY THE GOVERNING BODY OR OWNER RELATING TO THE OVERALL GRADE POINT AVERAGE AND ANY GENERAL COMMENTS

(Optional for G.P.A. greater than or equal to 3.00, required for G.P.A. less than 3.00)

G.P.A. = 4.00

## \*Check Summary Register©

MAY 31 2017

General  
City  
Payable

| Name   | Check Date | Check Amt                                  |
|--|------------|--|
| <b>11100 Cash in Bank m FNB</b>                |            |  |
| Paid Chk# 059620 BERLIN JOURNAL NEWSPAPER      | 5/3/2017   | \$607.63 NEW ORDINANCE 03-17               |
| Paid Chk# 059621 D & D CONSTRUCTION, INC       | 5/3/2017   | \$8,000.00 PARTIAL DRAW-CITY DECK ON SE H  |
| Paid Chk# 059622 FINISHLINE STUDIOS            | 5/3/2017   | \$35.00 MAY WEB HOSTING                    |
| Paid Chk# 059623 MID-AMERICAN RESEARCH CHE     | 5/3/2017   | \$95.99 CHEMICALS FOR BERLIN PARKS DEP     |
| Paid Chk# 059624 NEUMAN, KAREN                 | 5/3/2017   | \$131.61 MILEAGE FOR TRPS TO ADRC-GREEN    |
| Paid Chk# 059625 POMP'S TIRE SERVICE, INC.     | 5/3/2017   | \$333.77 TUBES AND TIRES FOR PARKS DEPA    |
| Paid Chk# 059626 SEAMAN, MIDGE, PETTY CASH     | 5/3/2017   | \$97.62 REIMBURSE POSTAGE-APRIL 2017       |
| Paid Chk# 059627 SUN LIFE FINANCIAL            | 5/3/2017   | \$271.06 2017 MAY BILLING                  |
| Paid Chk# 059628 SUPERHEAT AND COOLING         | 5/3/2017   | \$2,050.00 INSTALLED FAN AT CITY HALL      |
| Paid Chk# 059629 UNITED COOPERATIVE            | 5/3/2017   | \$1,317.22 SUPPLIES FOR BERLIN PARKS       |
| Paid Chk# 059630 UNITED MAILING SERVICES INC   | 5/3/2017   | \$323.78 MARCH POSTAGE                     |
| Paid Chk# 059631 BANK OF AMERICA               | 5/3/2017   | \$200.00 PAYROLL #9 H.S.A. EMPLOYEE CON    |
| Paid Chk# 059632 BERLIN JOURNAL NEWSPAPER      | 5/3/2017   | \$375.27 PARK & REC BOOK INSERTION INTO    |
| Paid Chk# 059633 BMO HARRIS BANK               | 5/3/2017   | \$265.00 PAYROLL # 9 EMPLOYEE DEDUCTION    |
| Paid Chk# 059634 CITIZENS FIRST CREDIT UNION   | 5/3/2017   | \$225.00 PAYROLL # 9 EMPLOYEE DEDUCTIO     |
| Paid Chk# 059635 COMMUNITY FIRST CREDIT UNI    | 5/3/2017   | \$302.50 PAYROLL # 9 EMPLOYEE              |
| Paid Chk# 059636 FARMERS & MERCHANTS BANK      | 5/3/2017   | \$1,820.57 PAYROLL # 9 H.S.A. EMPLOYEE DE  |
| Paid Chk# 059637 FIRST NATIONAL BANK           | 5/3/2017   | \$1,432.50 PAYROLL # 9 H.S.A. EMPLOYEE D   |
| Paid Chk# 059638 HORICON BANK                  | 5/3/2017   | \$100.00 PAYROLL # 9 EMPLOYEE DEDUCTION    |
| Paid Chk# 059639 NORTH SHORE BANK, FSB         | 5/3/2017   | \$75.00 PAYROLL 9 DEFERRED COMPENSATIO     |
| Paid Chk# 059640 OLD NATIONAL BANK             | 5/3/2017   | \$225.00 PAYROLL # 9 H.S.A. EMPLOYEE DE    |
| Paid Chk# 059641 THRIVENT FINANCIAL BANK       | 5/3/2017   | \$125.00 MAY H.S.A. EMPLOYER CONTRIBUTI    |
| Paid Chk# 059642 ADVANTAGE POLICE SUPPLY IN    | 5/10/2017  | \$48.00 STREAMLIGHT TACTICAL LIGHTS        |
| Paid Chk# 059643 BERLIN JOURNAL NEWSPAPER      | 5/10/2017  | \$51.00 ALCOHOL AWARENESS MONTH            |
| Paid Chk# 059644 FOX VALLEY TECHNICAL COLLE    | 5/10/2017  | \$135.00 3 PHYSICAL AGILITIES TESTING      |
| Paid Chk# 059645 ORGANIZATION DEVEL. CONSU     | 5/10/2017  | \$2,025.00 PSYCHOLOGICAL ASSESSMENT-M. JA  |
| Paid Chk# 059646 PERSONNEL EVALUATION INC      | 5/10/2017  | \$185.00 JV PEP BILLING                    |
| Paid Chk# 059647 VICKI MURPHY, PETTY CASH      | 5/10/2017  | \$32.03 FIELDS PHARMACY                    |
| Paid Chk# 059648 ADVANCED DISPOSAL SERVICE     | 5/10/2017  | \$25,790.27 APRIL 2017 SERVICE             |
| Paid Chk# 059649 APPLETON FINANCE DEPARTM      | 5/10/2017  | \$455.00 MAY WEIGHTS & MEASURES CONTRAC    |
| Paid Chk# 059650 ASPLUNDH TREE EXPERT CO.      | 5/10/2017  | \$3,450.00 REMOVAL OF COTTONWOOD TREE (1)  |
| Paid Chk# 059651 BAYCOM INC                    | 5/10/2017  | \$775.50 RADIO W/PROGRAMMING               |
| Paid Chk# 059652 BERLIN CHAMBER OF COMMER      | 5/10/2017  | \$3,346.97 COUNTRYSIDE 1st QUARTER 2017 T  |
| Paid Chk# 059653 BERLIN JOURNAL NEWSPAPER      | 5/10/2017  | \$187.25 BOARD OF APPEALS PUBLICATION      |
| Paid Chk# 059654 CARDINAL CONSTRUCTION CO,     | 5/10/2017  | \$2,014.28 PARK RESTROOMS-PAYMENT 3-FINAL  |
| Paid Chk# 059655 CERTIFIED RECOVERY, INC.      | 5/10/2017  | \$754.90 CHECK RECOVERY SERVICES FOR AP    |
| Paid Chk# 059656 CHARTER COMMUNICATION         | 5/10/2017  | \$173.04 MAY SERVICE AT SENIOR CENTER      |
| Paid Chk# 059657 CHIER LAW OFFICE LLC          | 5/10/2017  | \$11,936.32 IN EXCESS OF 2016-2017 CONTRAC |
| Paid Chk# 059658 CLASSIC CAB, LTD              | 5/10/2017  | \$4.50 SR CTR CAB FARE                     |
| Paid Chk# 059659 DIVISION OF UNEMPLOYMENT I    | 5/10/2017  | \$233.00 BENEFIT CHARGES-BRIAN WALL WEE    |
| Paid Chk# 059660 EAA                           | 5/10/2017  | \$400.00 ADVERTISING FOR AIRVENTURE CAM    |
| Paid Chk# 059661 FIVE ALARM FIRE & SFTY EQ, LL | 5/10/2017  | \$4,314.65 REPAIR HUD TRANSMITTER          |
| Paid Chk# 059662 FLANIGAN, TRAVIS/ANGELA       | 5/10/2017  | \$7,212.00 RESIDENTIAL HOUSING INCENTIVE-  |
| Paid Chk# 059663 FORMILLER, JOSEPH             | 5/10/2017  | \$690.97 APRIL INSURANCE                   |
| Paid Chk# 059664 FOX, MICHAEL                  | 5/10/2017  | \$677.53 MAY HEALTH INSURANCE PREMIUM      |
| Paid Chk# 059665 GREEN LAKE CO REG OF DEED     | 5/10/2017  | \$30.00 SATISFACTION OF LEIN PARCEL 20     |
| Paid Chk# 059666 GROUP HEALTH                  | 5/10/2017  | \$599.35 TO REIMBURSE OVERPAYMENT FOR M    |
| Paid Chk# 059667 HAVEY COMMUNICATIONS, INC     | 5/10/2017  | \$9,405.05 INSTALL EQUIPMENT IN NEW POLIC  |
| Paid Chk# 059668 J. F. AHERN COMPANY           | 5/10/2017  | \$161.23 SERVICE FIRE EXTINGUISHERS FOR    |
| Paid Chk# 059669 JOHANSEN, JACOB               | 5/10/2017  | \$80.00 REIMBURSEMENT FOR FIREFIGHTER      |
| Paid Chk# 059670 LANDMARK SERVICES COOPER      | 5/10/2017  | \$3,526.59 APRIL GAS AND DIESEL            |
| Paid Chk# 059671 MARIANNES ROOFING CO. LLC     | 5/10/2017  | \$206.73 SEALANT FOR ROOF AT FIRESTATIO    |
| Paid Chk# 059672 OLSON, JODIE                  | 5/10/2017  | \$36.92 LAKESIDE MUNICIPAL COURT MEETI     |
| Paid Chk# 059673 OSHKOSH OFFICE SYSTEMS        | 5/10/2017  | \$78.40 MAY COPIES                         |
| Paid Chk# 059674 RIDGE STONE PRODUCTS, INC     | 5/10/2017  | \$209.98 ROAD GRAVEL AND ORAGE ROTTEN G    |
| Paid Chk# 059675 SECURIAN FINANCIAL GROUP      | 5/10/2017  | \$770.69 JUNE 2017 BILLING                 |
| Paid Chk# 059676 SUPERIOR CHEMICAL CORP        | 5/10/2017  | \$522.14 DEGREASER PRODUCT FOR PUBLIC W    |

## \*Check Summary Register©

MAY 31 2017

|                  | Name                        | Check Date | Check Amt   |                                |
|------------------|-----------------------------|------------|-------------|--------------------------------|
| Paid Chk# 059677 | THE CVIKOTA COMPANY INC     | 5/10/2017  | \$5,547.11  | MARCH BILLING                  |
| Paid Chk# 059678 | TOTAL ENERGY SYSTEMS        | 5/10/2017  | \$165.39    | PARTS AND LABOR FOR CITY HALL  |
| Paid Chk# 059679 | TRI-COUNTY CONSORTIA        | 5/10/2017  | \$771.00    | POOP CONCESSIONS               |
| Paid Chk# 059680 | VIVIAL                      | 5/10/2017  | \$41.25     | MAY BILLING                    |
| Paid Chk# 059681 | WI DEPT OF NAT RESOURCES    | 5/10/2017  | \$25,625.00 | 2002 FORD F-350 DUALY FLEET 8  |
| Paid Chk# 059682 | BAKER & TAYLOR              | 5/16/2017  | \$874.86    | APRIL BILLING                  |
| Paid Chk# 059683 | BERLIN OIL PRODUCTS         | 5/16/2017  | \$42.00     | NEWSPAPERS FOR BERLIN PUBLIC L |
| Paid Chk# 059684 | BERLIN TROPHY & SPEC PROD   | 5/16/2017  | \$8.50      | NAME TAG W/LOGO-CLAIRE         |
| Paid Chk# 059685 | LISA M. OBRIST              | 5/16/2017  | \$712.50    | APRIL LIBRARY CLEANING         |
| Paid Chk# 059686 | MARIS ASSOCIATES            | 5/16/2017  | \$104.22    | DVDS (5) FOR LIBRARY           |
| Paid Chk# 059687 | OSHKOSH OFFICE SYSTEMS      | 5/16/2017  | \$390.78    | APRIL COPIES-LIBRARY           |
| Paid Chk# 059688 | OTIS ELEVATOR COMPANY       | 5/16/2017  | \$450.00    | JANUARY BILLING FOR ELEVATOR A |
| Paid Chk# 059689 | UNIQUE MANAGEMENT SERVIC    | 5/16/2017  | \$62.65     | MARCH PLACEMENTS               |
| Paid Chk# 059690 | WINNEFOX COOPERATIVE TEC    | 5/16/2017  | \$1,294.77  | MATERIALS FOR MEMBERS, BOOKDS, |
| Paid Chk# 059691 | WINNEFOX LIBRARY SYSTEM     | 5/16/2017  | \$17.31     | JAN-MARCH POSTAGE BILLING      |
| Paid Chk# 059692 | BANK OF AMERICA             | 5/18/2017  | \$75.00     | PAYROLL 10 H.S.A               |
| Paid Chk# 059693 | BMO HARRIS BANK             | 5/18/2017  | \$140.00    | PAYROLL # 10 H.S.A.            |
| Paid Chk# 059694 | CITIZENS FIRST CREDIT UNION | 5/18/2017  | \$100.00    | PAYROLL # 10 H.S.A.            |
| Paid Chk# 059695 | COMMUNITY FIRST CREDIT UNI  | 5/18/2017  | \$477.50    | PAYROLL # 10 H.S.A.            |
| Paid Chk# 059696 | FARMERS & MERCHANTS BANK    | 5/18/2017  | \$758.07    | PAYROLL # 10 H.S.A.            |
| Paid Chk# 059697 | FIRST NATIONAL BANK         | 5/18/2017  | \$945.00    | PAYROLL # 10 H.S.A.            |
| Paid Chk# 059698 | HORICON BANK                | 5/18/2017  | \$100.00    | PAYROLL # 10 H.S.A.            |
| Paid Chk# 059699 | NORTH SHORE BANK, FSB       | 5/18/2017  | \$75.00     | PAYROLL 10 DEFERRED COMPENSATI |
| Paid Chk# 059700 | OLD NATIONAL BANK           | 5/18/2017  | \$100.00    | PAYROLL # 10 H.S.A.            |
| Paid Chk# 059701 | WI COUNCIL 32 AFSCME AFL-CI | 5/18/2017  | \$363.60    | MAY 2017 UNION DUES            |
| Paid Chk# 059702 | BELLA BY DESIGN             | 5/18/2017  | \$511.00    | CAMPGROUND SHOWER PROJECT SIGN |
| Paid Chk# 059703 | BERLIN AREA SCHOOL DISTRIC  | 5/18/2017  | \$35.00     | BUILDING USE FEE 05/23         |
| Paid Chk# 059704 | BERLIN WATER & SEWER UTILI  | 5/18/2017  | \$22,321.06 | 2014 TAXROLL PAYMENTS          |
| Paid Chk# 059705 | BRUCE MUNICIPAL EQUIPMENT,  | 5/18/2017  | \$554.41    | SOLENOID VALVE                 |
| Paid Chk# 059706 | CORPORATE NTRWK SOLUTION    | 5/18/2017  | \$1,025.00  | MICROSOFT OFFICE 2016          |
| Paid Chk# 059707 | FIRE INSPECTION SERVICES IN | 5/18/2017  | \$1,343.33  | APRIL FIRE INSPECTIONS         |
| Paid Chk# 059708 | GREEN LAKE COUNTY TREASU    | 5/18/2017  | \$510.00    | BRIDGE INSPECTIONS             |
| Paid Chk# 059709 | SEAMAN, MIDGE, PETTY CASH   | 5/18/2017  | \$415.00    | START UP FUND FOR AQUATIC CENT |
| Paid Chk# 059710 | SONDALLE FORD LINCOLN MER   | 5/18/2017  | \$98.95     | MAINTENANCE ON 2017 FORD       |
| Paid Chk# 059711 | TAPCO SAFE TRAVELS          | 5/18/2017  | \$245.06    | SIGNAL SERVICE                 |
| Paid Chk# 059712 | TELVENT DTN LLC             | 5/18/2017  | \$510.00    | MAY RADAR SERVICE              |
| Paid Chk# 059713 | UNITED MAILING SERVICES INC | 5/18/2017  | \$199.43    | APRIL MAIL SERVICE             |
| Paid Chk# 059714 | ADVANCED DISPOSAL SERVICE   | 5/25/2017  | \$3,022.76  | BERIN CITY WIDE SPRING CLEANUP |
| Paid Chk# 059715 | AIRGAS USA LLC              | 5/25/2017  | \$0.00      | OXYGEN TANK FOR AMBULANCE      |
| Paid Chk# 059716 | APELL TILE COMPANY, INC     | 5/25/2017  | \$450.00    | REPAIR POOL TILE               |
| Paid Chk# 059717 | BAYCOM INC                  | 5/25/2017  | \$3,230.00  | PRINCETON STATION TOUGHBOOK    |
| Paid Chk# 059718 | BERLIN JOURNAL NEWSPAPER    | 5/25/2017  | \$915.00    | WEED NOTICE PUBLICAITON 05/04  |
| Paid Chk# 059719 | BOUND TREE MEDICAL, LLC     | 5/25/2017  | \$260.30    | EPINEPHRINE SYRINGES           |
| Paid Chk# 059720 | COMPLETE OFFICE OF WI       | 5/25/2017  | \$213.28    | CREDIT FOR OFFICE SUPPLIES     |
| Paid Chk# 059721 | CAREW CONCRETE & SUPP CO,   | 5/25/2017  | \$71.38     | CONCRETE-SPEEDPLUG 50#         |
| Paid Chk# 059722 | CENTURYLINK                 | 5/25/2017  | \$71.77     | APRIL LONG DISTANCE PHONE CHAR |
| Paid Chk# 059723 | CenturyLink                 | 5/25/2017  | \$2,078.13  | APRIL PHONE SERVICE FOR POLICE |
| Paid Chk# 059724 | CLASSIC CAB, LTD            | 5/25/2017  | \$6,860.80  | 2017 MARCH TAXI SERVICE        |
| Paid Chk# 059725 | CREATIVE PRODUCT SOURCE, I  | 5/25/2017  | \$369.17    | BOOKMARKS FOR KIDS             |
| Paid Chk# 059726 | D & D CONSTRUCTION, INC     | 5/25/2017  | \$15,796.90 | E. HURON ST. RIVER DECKING-FIN |
| Paid Chk# 059727 | DENNIS' DETAILING           | 5/25/2017  | \$350.00    | DETAIL WORK ON TWO 2002 FORD   |
| Paid Chk# 059728 | EMERGENCY MEDICAL PRODUC    | 5/25/2017  | \$783.34    | MEDICAL SUPPLIES               |
| Paid Chk# 059729 | FIRST SUPPLY                | 5/25/2017  | \$75.97     | PARTS FOR THE FIRE DEPARTMENT  |
| Paid Chk# 059730 | GREEN LAKE CO REG OF DEED   | 5/25/2017  | \$30.00     | SATISFACTION OF LIEN-206-01777 |
| Paid Chk# 059731 | HAVEY COMMUNICATIONS, INC   | 5/25/2017  | \$48.00     | ARMREST REPLACEMENT PADS       |
| Paid Chk# 059732 | HEALTH CARE LOGISTICS       | 5/25/2017  | \$34.15     | SUPPLIES FOR AMBULANCE         |
| Paid Chk# 059733 | HEIDI A. HEATH FARMS, INC.  | 5/25/2017  | \$1,100.00  | DOWNTOWN HANGING BASKETS       |
| Paid Chk# 059734 | ITU ABSORBTECH, INC.        | 5/25/2017  | \$88.32     | SUPPLIES FOR BUILDINGS AND GRO |



## \*Check Summary Register©

MAY 31 2017

|                  | Name                       | Check Date | Check Amt    |                                |
|------------------|----------------------------|------------|--------------|--------------------------------|
| Paid Chk# 059735 | KUNKEL ENGINEERING GROUP   | 5/25/2017  | \$990.00     | INSPECTION SERVICES APRIL      |
| Paid Chk# 059736 | MGD INDUSTRIAL CORP        | 5/25/2017  | \$517.20     | SUPPLIES FOR PUBLIC WORKS      |
| Paid Chk# 059737 | MIDWEST BIOMED & SCIEN     | 5/25/2017  | \$130.00     | SERVICE ON ZOLL, DEFIBRILLATOR |
| Paid Chk# 059738 | MUNICIPAL CODE CORP        | 5/25/2017  | \$2,949.84   | SUPPLEMENT NO. 24 TO THE CODE  |
| Paid Chk# 059739 | NATIONAL BAND & TAG COMPA  | 5/25/2017  | \$119.22     | POOL PASS TAGS 2017            |
| Paid Chk# 059740 | WALTER PARSONS             | 5/25/2017  | \$55.00      | CANCEL RESERVATION FOR SHELTER |
| Paid Chk# 059741 | STRAHAN, SCOTT             | 5/25/2017  | \$230.00     | REISSUE OF CHECK # 059066 ISSU |
| Paid Chk# 059742 | THEDA CARE                 | 5/25/2017  | \$120.00     | NOVEMBER 2016 MEALS IN CAFETER |
| Paid Chk# 059743 | WAUSHARA CO TREASURER      | 5/25/2017  | \$157,888.33 | SPOORS BRIDGE PROJECT CONST    |
| Paid Chk# 059744 | MILW CLERK OF CIRCUIT COUR | 5/26/2017  | \$1.25       | COPY OF BAIL BOND NEEDED FOR C |
|                  | Total Checks               |            | \$364,788.67 |                                |

## \*Check Summary Register©

MAY 31 2017

| Name  | Check Date | Check Amt                                |
|---|------------|--|
| <b>11161 UTILITY CASH - FNB</b>               |            |  |
| Paid Chk# 013605 ALLIANT ENERGY/WP&L          | 5/5/2017   | \$5,996.03                               |
| Paid Chk# 013606 BADGER LABORATORIES          | 5/5/2017   | \$1,296.00 BOD/SS/P/TOTAL COLIFORM       |
| Paid Chk# 013607 BMO HARRIS BANK              | 5/5/2017   | \$250.00 C GOHLKE - MAY 2017 HSA         |
| Paid Chk# 013608 CCP INDUSTRIES INC.          | 5/5/2017   | \$924.58 KNEE BOOTS                      |
| Paid Chk# 013609 DAVIES WATER #1476           | 5/5/2017   | \$781.80 5/8 T10 CHAMBER                 |
| Paid Chk# 013610 FARMERS & MERCHANTS BANK     | 5/5/2017   | \$125.00 R SOBIESKI - MAY 2017 HSA       |
| Paid Chk# 013611 FIRST NATIONAL BANK          | 5/5/2017   | \$62.50 M MAYO - MAY 2017 HSA            |
| Paid Chk# 013612 HAWKINS, ASH, BAPTIE & CO LL | 5/5/2017   | \$2,150.00 PROGRESS BILL- 12/31/16 AUDIT |
| Paid Chk# 013613 HORICON BANK                 | 5/5/2017   | \$125.00 O HUFF - MAY 2017 HSA           |
| Paid Chk# 013614 NORTHERN LAKE SERVICE, INC   | 5/5/2017   | \$235.00 RADIOACTIVITY/RADIUM            |
| Paid Chk# 013615 OLD NATIONAL BANK            | 5/5/2017   | \$125.00 B MALNORY - MAY 2017 HSA        |
| Paid Chk# 013616 UNITED MAILING SERVICES INC  | 5/5/2017   | \$1,082.04 MARCH 2017 POSTAGE            |
| Paid Chk# 013617 WEST SIDE GARAGE             | 5/5/2017   | \$2,272.11 2002 CHEVY                    |
| Paid Chk# 013618 VILLAGE OF ASHWAUBENON       | 5/9/2017   | \$50.00 MALNORY/SOBIESKI                 |
| Paid Chk# 013619 ADVANCED DISPOSAL SERVICE    | 5/12/2017  | \$201.76 SERVICES FOR MAY 2017           |
| Paid Chk# 013620 ALLIANT ENERGY/WP&L          | 5/12/2017  | \$7,562.30                               |
| Paid Chk# 013621 BADGER STATE WASTE LLC       | 5/12/2017  | \$6,300.00 BIOSOLIDS HAULING             |
| Paid Chk# 013622 BERLIN JOURNAL NEWSPAPER     | 5/12/2017  | \$743.00 FLUSHING DEAD ENDS              |
| Paid Chk# 013623 G & K SERVICES               | 5/12/2017  | \$163.08 MATS/DUSTMOP                    |
| Paid Chk# 013624 HORST DISTRIBUTING INC       | 5/12/2017  | \$68.21 BLADES-JACOBSEN                  |
| Paid Chk# 013625 JON LUNDT ELECTRIC, INC      | 5/12/2017  | \$818.95 LABOR-KOSSUTH ST                |
| Paid Chk# 013626 LANDMARK SERVICES COOPER     | 5/12/2017  | \$165.23 FIELDMASTER - RED TRUCK         |
| Paid Chk# 013627 MARTELLE WATER TREATMENT     | 5/12/2017  | \$13,759.92 SODIUM HYPOCHLORITE          |
| Paid Chk# 013628 MAYO, MATTHEW                | 5/12/2017  | \$419.16 CDL TEST/TRUCK RENTAL           |
| Paid Chk# 013629 U S CELLULAR                 | 5/12/2017  | \$248.75 MALNORY/SOBIESKI/DUTY/VAN       |
| Paid Chk# 013630 USA BLUEBOOK                 | 5/12/2017  | \$283.22 COUPLING INSERTS                |
| Paid Chk# 013631 BERLIN CITY TREASURER        | 5/19/2017  | \$717.06 APRIL 2017 GAS/DIESEL           |
| Paid Chk# 013632 CenturyLink                  | 5/19/2017  | \$42.27                                  |
| Paid Chk# 013633 RUEKERT & MIELKE INC         | 5/19/2017  | \$500.00 2016 CCR                        |
| Paid Chk# 013634 UNITED MAILING SERVICES INC  | 5/19/2017  | \$212.73 APRIL 2017 POSTAGE              |
| Paid Chk# 013635 ALLIANT ENERGY/WP&L          | 5/26/2017  | \$5,639.86                               |
| Paid Chk# 013636 BADGER LABORATORIES          | 5/26/2017  | \$150.00 TOTAL COLIFORM BACTERIA         |
| Paid Chk# 013637 BERLIN CITY TREASURER        | 5/26/2017  | \$20,274.72 MAY 2017 PAYROLLS            |
| Paid Chk# 013638 CCP INDUSTRIES INC.          | 5/26/2017  | \$177.37 CENTERFOLD TOWELS               |
| Paid Chk# 013639 D. T. TRUCK REPAIR           | 5/26/2017  | \$175.00 SEWER JET TRUCK                 |
| Paid Chk# 013640 DAVIES WATER #1476           | 5/26/2017  | \$186.69 OP NUT EDDY HYD                 |
| Paid Chk# 013641 HUFF, ORIN                   | 5/26/2017  | \$75.00 ADVANCE WW/BASIC BIO SOLIDS/SL   |
| Paid Chk# 013642 KUNKEL ENGINEERING GROUP     | 5/26/2017  | \$330.00 UTILITY SYSTEM MAPS             |
| Paid Chk# 013643 SUPERIOR CHEMICAL CORP       | 5/26/2017  | \$364.58 BREAK AWAY/CLEANER/TRAPPER/HEA  |
| Paid Chk# 013644 THOMA, BRENNEN               | 5/26/2017  | \$50.00 DISTRIBUTION/GROUNDWATER EXAMS   |
| Paid Chk# 013645 UNITED COOPERATIVE           | 5/26/2017  | \$512.32 TRIPLET/BUCCANEER PLUS          |
| Paid Chk# 013646 USA BLUEBOOK                 | 5/26/2017  | \$108.89 TOTAL HARDNESS TEST             |
| <b>Total Checks</b>                           |            | <b>\$75,725.13</b>                       |

*Utility  
payroll*

## CITY OF BERLIN

## PAYROLL FOR MAY - 2017

## NET PAYROLL

|  |           |           |                       |              |             |  |  |
|--|-----------|-----------|-----------------------|--------------|-------------|--|--|
|  |           |           |                       |              |             |  |  |
|  |           |           |                       |              |             |  |  |
|  |           |           |                       |              |             |  |  |
|  | PAYDATE   | Payroll # | PAYROLL TITLE         | GENERAL CITY | UTILITY     |  |  |
|  | 5/5/2017  | 9         | General City          | 55,836.16    |             |  |  |
|  | 5/5/2017  | 9         | Utility               |              | 10,020.53   |  |  |
|  | 5/15/2017 | 9.01      | Police Overtime       | 7,840.99     |             |  |  |
|  | 5/19/2017 | 10        | General City          | 60,389.52    |             |  |  |
|  | 5/20/2017 | 10        | Utility               |              | 10,671.88   |  |  |
|  | 5/17/2017 | 10.01     | Cragin payout         | 368.96       |             |  |  |
|  |           |           |                       |              |             |  |  |
|  |           |           |                       |              |             |  |  |
|  |           |           |                       |              |             |  |  |
|  |           |           |                       |              |             |  |  |
|  |           |           |                       |              |             |  |  |
|  |           |           |                       |              |             |  |  |
|  |           |           | TOTAL MONTHLY PAYROLL | \$124,435.63 | \$20,692.41 |  |  |

DATE: June 8, 2017

TO: Mayor and Alderpersons

FROM: Jodie Olson

**RE: Annual Report from Chamber on Room Tax**

BACKGROUND: The City turns over all room tax dollars collected from hotels and B&B's to the Chamber of Commerce. The Chamber serves as the city's "tourism commission" and is required to report annually to the city on how Room Tax revenue was spent on "tourism promotion and development" for the city. Chamber President, Tim Mentijs, provided the attached Chamber of Commerce P&L and will present to the Council how room tax monies were spent in 2016.

RECOMMENDATION: Listen to annual Chamber Report on Room Tax. Action as appropriate. None required.

# Berlin Chamber of Commerce

## PROFIT AND LOSS

January - December 2016

|                                  | TOTAL              |
|----------------------------------|--------------------|
| <b>INCOME</b>                    |                    |
| Event Income                     |                    |
| Beer & Wine                      | 9,275.00           |
| Berlin Fox Festival              | 9,147.35           |
| Glow Ball                        | 500.00             |
| <b>Total Event Income</b>        | <b>18,922.35</b>   |
| Sales                            | 40,253.12          |
| Sales of Product Income          | 19,883.78          |
| Tourism Donation                 | 3,000.00           |
| Unapplied Cash Payment Income    | 0.00               |
| Uncategorized Income             | 0.00               |
| <b>Total Income</b>              | <b>\$82,059.25</b> |
| <b>GROSS PROFIT</b>              | <b>\$82,059.25</b> |
| <b>EXPENSES</b>                  |                    |
| Advertising                      | 801.00             |
| Discover WI Show                 | 1,100.00           |
| Newspaper                        | 3,001.48           |
| Radio                            | 550.00             |
| Website                          | 1,256.99           |
| <b>Total Advertising</b>         | <b>6,709.47</b>    |
| Chamber Bucks                    | 5,483.00           |
| Commissions & fees               | 20.00              |
| Connect Networking Group         | 73.85              |
| Event Expenses                   |                    |
| Berlin Fox Festival              | 18,058.97          |
| Business/Citizens of the Year    | 69.00              |
| Glow Ball                        | 862.09             |
| Holiday Parade                   | 459.14             |
| Wine & Beer                      | 4,509.64           |
| <b>Total Event Expenses</b>      | <b>23,958.84</b>   |
| Insurance                        | 1,059.00           |
| Legal & Professional Fees        | 793.61             |
| Meals and Entertainment          | 224.12             |
| Office Expenses                  | 2,022.18           |
| Other General and Admin Expenses | 0.00               |
| Payroll Expenses                 |                    |
| Taxes                            | 5,788.98           |
| Wages                            | 13,915.38          |
| <b>Total Payroll Expenses</b>    | <b>19,704.36</b>   |
| Rent or Lease                    | 5,457.43           |
| Repair & Maintenance             | 122.00             |
| Supplies                         | 160.41             |
| Taxes & Licenses                 | 975.10             |

|                                     | TOTAL              |
|-------------------------------------|--------------------|
| Telephone and Internet              | 1,402.05           |
| Tourism                             | 3,000.00           |
| Unapplied Cash Bill Payment Expense | 0.00               |
| Uncategorized Expense               | 0.00               |
| Utilities                           | 1,534.80           |
| <b>Total Expenses</b>               | <b>\$72,700.22</b> |
| NET OPERATING INCOME                | <b>\$9,359.03</b>  |
| NET INCOME                          | <b>\$9,359.03</b>  |



# Room Tax

## *The Law in Wisconsin*

~ A Basic Primer ~

### What is a "Room Tax"?

A room tax is a tax that may be authorized by a municipality on the renting of sleeping rooms at hotels, motels, resorts, inns, bed & breakfasts and other lodging facilities in the local area. The tax rate can be set from 0 – 8%, with limited exceptions.

The original intent of the room tax was to provide funding for tourism marketing and promotions, such as brochures and information services, which are utilized by the very guests paying the tax.

### Who pays the tax, and where does the revenue go?

The lodging property adds the room tax to their customer's bill when they pay for their lodging. Room tax is charged in addition to state sales tax (and county sales tax when appropriate).

The revenue is forwarded to the municipality by each lodging property, in accordance with the schedule set by local ordinance. Currently, the property is not eligible to retain an administrative fee (allowed with state sales tax) to offset costs such as charge card processing fees, etc.

### What can Room Tax revenue be spent on?

State law requires that at least 70% of Room Tax revenue must be spent on "tourism promotion and development", which is now also defined in the statute.

The remaining revenue (0 – 30%) is available for the municipality to spend as determined. This may include infrastructure or services supporting both those visiting the community and residents (such as police staffing at local parades or fireworks), or for other purposes determined by the municipality.

In simplified language, the portion designated for "tourism promotion and development" must be spent on marketing projects to attract tourists, tourist informational services, or municipal development significantly used by tourists. Any funded project, service, or development is required to be reasonably likely to generate paid overnight stays at multiple lodging properties (i.e. by the visitors paying room tax).

An exception occurs for municipalities imposing a Room Tax before May 1994 who had allocated less than 70% of Room Tax revenue for tourism promotion and development. Some restrictions apply, and any increases in the 1994 Room Tax rate must follow the newer state requirements.

### Who makes the decisions on what is funded by Room Tax revenue?

Expenditure decisions are made locally, within the parameters provided by state law under section 66.0615 of the Wisconsin statutes.

A single municipality may create a "Tourism Commission" of 4-6 members to contract with and oversee a local tourism entity - such as a Convention & Visitors Bureau or a Chamber of Commerce. The Tourism Entity (with Commission oversight) then selects which projects would best attract paying overnight tourists to their local area. The Commission is appointed by the chief elected official of the municipality for a 1-year term and confirmed by the municipality's governing body. At least one of the appointees must be an owner or operator of a lodging property paying Room Tax.

If the municipality does not create a Commission, the municipal governing body may contract with a local tourism entity or directly spend the revenue on "tourism promotion and development" within the parameters and requirements of the definition in the law. Usually, a local tourism entity, with a governing board made up of business operators in the tourism industry, has more expertise in determining expenditures

Continued on back

that would comply with the definition and intent of "tourism promotion and development".

The law also allows multiple municipalities to band together to create a tourism "zone". If they do so, they must create a "Tourism Commission" with representation and duties as noted in the law.

It is beneficial to have the input of multiple tourism business professionals, including lodging property operators, when determining how local Room Tax revenue should be spent. Lodging property operators can provide helpful overnight stay data to assist municipalities in complying with the law and as part of an evaluation of expenditures.

### **What public accountability is required?**

A "Tourism Commission" is required to report at least annually to the municipality on how Room Tax revenue was spent on "tourism promotion and development."

Whether a Commission or the municipality directly expends the Room Tax revenue, the record of these expenditures is subject to Wisconsin's "Open Records Law". This means that any local tourism business, the general public, or any media interested in learning how the Room Tax revenue is spent may request and receive this record from the municipality.

### **Is Room Tax right for my community?**

Room Tax is not necessarily appropriate for all communities, and should be carefully evaluated before considering a local ordinance to authorize Room Tax. The following are just a few factors to consider when evaluating:

- Is the goal in creating a local Room Tax to increase tourism business in your community?
- What is the potential business impact on tax-collecting lodging properties in your community? Will room tax put local lodging businesses at a disadvantage with their competition in other communities that have a lower (or no) Room Tax?
- Does your community currently offer a variety of options for the traveler, such as attractions, shops, restaurants, etc. in addition to lodging, to provide a tourism product to market in order to generate paid overnight stays?
- Is a Tourism Commission with tourism industry representation proposed to help ensure that the expenditures will increase tourism business, within the requirements of the law?
- Is the proposed tax percentage low enough to be competitive with other communities?

Prepared by

The Wisconsin Hotel & Lodging Association  
1025 S. Moorland Road, Suite 200  
Brookfield, WI 53005  
262-782-2851 (pugal@wisconsinlodging.org)

Reviewed by

The University of Wisconsin Extension  
Kate Lawton  
The Local Government Center  
([www.uwex.edu/lgc](http://www.uwex.edu/lgc))

and

The Wisconsin Association of CVB's  
608-837-6693 (escape@escapetowisconsin.com)

*This piece does not constitute a position for or against the implementation of a local Room Tax.*





# ROOM TAX REVENUE

## ~ Examples of Proper & Improper Use ~

The use of Room Tax Revenue is governed primarily by state Statute, with the municipality authorized to make certain refinements in their local ordinance. In general, a minimum of 70% of the revenue must be spent on "tourism promotion and development" as outlined in the statute, however, the municipality may designate a higher percentage to this use if they choose. The remaining amount (up to 30%) may be used by the municipality for whatever use they designate, including the uses noted on the second page.

This reference piece is focusing on the 70% or more allocation for 'tourism promotion and development', in order to provide general guidance, through examples, of what expenditures may be considered properly in compliance with the statute and what may be considered "improper" use that would not be aligned with the language or intent of the statute.

### **PROPER USE OF ROOM TAX REVENUE**

~ EXAMPLES ~

Reminder Note: Each of the Following must be focused on transient tourists and must be reasonably likely to **generate paid overnight stays** in multiple lodging properties in the community (room tax area)

- Marketing to attract meeting & convention business to the area
- Marketing to attract large sports tournaments with participants from beyond nearby communities
- Publishing and distributing a Travel Guide that promotes local lodging options, local attractions, and local restaurants, and is mailed and distributed more than 50 miles
- Development and upkeep of a website promoting local tourism, including local lodging options
- Advertising, media contacts & public relations efforts to promote local tourism in out-of-area markets
- Renting, leasing, or operating a facility that has as its primary purpose providing information to attract and service out-of-area travelers
- Development of a public convention center that services primarily out-of-area meetings, conventions, and events
- Purchasing targeted electronic or direct mail lists for marketing to attract out-of-area travelers
- Electronic or mailed communications promoting tourism and paid overnight stays
- Booth fees and direct expenses for participating in travel shows designed to attract out-of-area travelers to the municipality
- Wages and salaries of the official tourism entity (usually a CVB or Chamber) staff who have, as their primary focus, tourism marketing of the area and/or the provision of services to attract tourists who will stay overnight in local public lodging properties

Page 1 of 2

### **The Wisconsin Hotel & Lodging Association**

**1025 S. Moorland Road, Suite 200, Brookfield, WI 53005, 262/782-2851**

**Contact: Trisha Pugal, CAE, President, CEO • pugal@wisconsinlodging.org**

*In Consultation With:*

### **The Wisconsin Association of Convention & Visitor Bureaus**

**608/837-6993 • jhertel@escapetowisconsin.com**

## **IMPROPER USE OF ROOM TAX REVENUE**

~ EXAMPLES ~

*Reminder Note: This list refers to the portion of room tax that is by state statute to go to "tourism promotion and development". Municipalities have the authority to use their own allocated percentage of room tax revenue for any of the following examples, if they wish.*

- Local holiday parade, local fireworks, local festivals, local concerts or events, and local decorations, etc. that are not significantly utilized by transient tourists and are not likely to directly generate multiple local paid overnight stays
- Funding of an Economic Development Organization, or an Economic Development Fund that primarily promotes or services local industrial and corporate development
- Development, furnishings & fixtures, maintenance, operations, or paying off debt for public, municipal or county grounds, facilities, waters, wetlands, land, or transportation primarily used by residents
- Assessing a Room Tax in a community with minimal lodging & attractions to promote
- Funding local arts or other non-profit group's projects or programs that are not significantly used by transient tourists nor are designed to generate paid overnight guests at multiple local lodging properties
- Charitable contributions or funding scholarships
- Funding Main Street or Historic Preservation Programs that primarily service local businesses and residents
- Subsidizing a municipality's General Fund, Property Taxes, or studies or activities primarily servicing residents
- School or University building projects, amenities, or equipment
- Community Water Parks, local parks, local trails, or local museums not significantly used by transient tourists and not likely to generate multiple paid overnight stays
- Construction or operation of Sports Facilities or Fields not intended for significant use by transient tourists and that would not generate paid overnight stays at multiple local lodging properties on a regular basis
- Area Guides that do not primarily promote tourism and lodging options
- Funding of Local Business Events
- Funding road repairs
- Funding travel expenses for government officials to attend functions not directly related to tourism marketing nor generating local paid overnight stays
- Separate funds set up for the municipality or for its leadership's discretion without requiring compliance with the state room tax statute

*Disclaimer: The examples noted have not been tested in court as of February, 2009, but are based on experienced and prudent interpretation along with general lodging industry knowledge relating to the potential for generating paid overnight stays at lodging properties. What appears to be proper use in one community may not be in another due to factors such as size, whether the community is considered a tourism destination, if there are sufficient area attractions to support overnight stays, etc.*

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*In Consultation With*

**The Wisconsin Association of Convention & Visitor Bureaus**

**608/837-6993 • [jhertel@escapetowisconsin.com](mailto:jhertel@escapetowisconsin.com)**

6/30/10

RESOLUTION # 17-05

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**A RESOLUTION AUTHORIZING TRANSFER OF 2017 BUDGET FUNDS  
(DNR Fire Truck Purchases)**

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WHEREAS on April 11, 2017, the City of Berlin Common Council did accept the Police & Fire Commission recommendation to approve the acquisition of two used DNR Fire Trucks to be funded by sale proceeds of other department vehicles and the 2017 Fire Department operating budget: and

WHEREAS the Common Council has the authority to authorize budget line item transfers within the Fire Department budget;

NOW THEREFORE BE IT RESOLVED that the following budgeted line item adjustments will be made to accommodate the purchase of two used DNR Fire Trucks and the sale of two old Fire Department vehicles and a Fire Department skid unit:

**FUND 10**

|        |             |                 |                          |
|--------|-------------|-----------------|--------------------------|
| CREDIT | \$ 2,275.00 | 10-52-20003-330 | Conferences and Training |
| CREDIT | \$ 4,470.00 | 10-52-20003-380 | Equipment & Structures   |
| CREDIT | \$ 2,200.00 | 10-52-20003-390 | Miscellaneous            |
| DEBIT  | \$ 8,945.00 | 10-59-20500-395 | Transfer to Fund 15      |

**FUND 15**

|        |              |                 |                                     |
|--------|--------------|-----------------|-------------------------------------|
| DEBIT  | \$ 25,625.00 | 15-57-22000-862 | Vehicle Replacement-Fire Department |
| CREDIT | \$ 8,945.00  | 15-49-20003     | Transfer from Fund 15               |
| CREDIT | \$ 16,680.00 | 15-48-30200     | Property Sales-Fire & Ambulance     |

Passed, approved and adopted this 13th day of June, 2017.

ROLL CALL VOTE:

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

CITY OF BERLIN

BY: \_\_\_\_\_  
Richard D. Schramer, Mayor

APPROVED AS TO FORM:

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

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



DATE: June 8, 2017

TO: Mayor and Common Council

FROM: Jodie Olson

**RE: Agreement for Services Between Care Wisconsin First, Inc. and Berlin Senior Center**

BACKGROUND: We currently contract with Care Wisconsin First, Inc. for long-term care transportation services for adults with physical and developmental disabilities and for the frail elderly. The City provides the service and is reimbursed by Care Wisconsin First, Inc. This program used to be funded thru the county, but was transferred to Care WI First thru an initiative of Gov. Doyle. It is not a service that we utilize very often, but if we do service a patient who is insured thru the state, then we can receive reimbursement. The last contract was signed in 2008, with an amendment in 2013. We are being requested to sign a new agreement at this time due to updates to Care Wisconsin transportation codes. (See attached e-mail). In order to continue receiving reimbursement for these services, we need to sign a new agreement, which will be effective 6/1/17.

RECOMMENDATION: Approve the Agreement for Services Between Care Wisconsin First, Inc. and the Berlin Senior Center effective June 1, 2017.





kneuman@cityofberlin.net

**Received:** May 30, 2017 11:43 AM  
**Expires:** May 30, 2018 11:43 AM  
**From:** mcgannl@carewisc.org  
**To:** kneuman@cityofberlin.net, seniorcenter@cityofberlin.net  
**Cc:**  
**Subject:** FW: Care Wisconsin - Agreement for Services

**Attachments:** Berlin Senior Center AFS 06012017.pdf, image001.png

This message was sent securely using ZixCorp.

Leanne McGann | Contracting Specialist | 608-245-3348 | Toll Free: 800-963-0035 x3348 | [www.carewisc.org](http://www.carewisc.org)

**From:** Leanne McGann  
**Sent:** Wednesday, May 17, 2017 11:53 AM  
**To:** 'kneuman@cityofberlin.net'  
**Cc:** Leanne McGann  
**Subject:** RE: Care Wisconsin - Agreement for Services  
**Importance:** High

Hi Karen --

I just wanted to follow-up with you on the status of this Agreement. Did you have any questions? These new codes will be effective on 6/1/2017 and so I need to make sure my team has time to process the document prior to this effective date.

Once you have signed the document, please forward the signature page only back to me.

I appreciate your help.

Thanks.

Leanne McGann | Contracting Specialist | 608-245-3348 | Toll Free: 800-963-0035 x3348 | [www.carewisc.org](http://www.carewisc.org)

**From:** Leanne McGann  
**Sent:** Wednesday, May 03, 2017 3:48 PM  
**To:** 'kneuman@cityofberlin.net'  
**Cc:** Leanne McGann  
**Subject:** Care Wisconsin - Agreement for Services

Hi Karen --

I spoke with you last week in regards to Care Wisconsin's project on re-evaluating our transportation codes and this has affected your current contract. Most of the codes that are in your current contract are being eliminated, specifically the codes that are there for transportation between the different towns. I did pull a utilization for the last 1 ½ years and found that the only code that was being used was the ones within Berlin, therefore, I have created a new Agreement for Services to reflect this change, with no change to your rates. In the future, if a situation arises where the team needs to authorize a service between the different towns, we can go ahead and review it at that time. This new agreement will be effective 6/1/2017.

Once you have reviewed the Agreement for Services, please sign and forward the signature page only back to me and I will have the entire document processed.

Please feel free to let me know if you have any questions.

Thanks.

Leanne McGann  
Contracting Specialist  
Care Wisconsin  
1617 Sherman Ave.  
PO Box 14017  
Madison WI 53708-0017  
Phone: 608-245-3348  
Toll Free: 800-963-0035 x3348  
Fax: 608-245-3571  
[www.carewisc.org](http://www.carewisc.org)

Care Wisconsin now offers Medicare Dual Advantage (HMO SNP) a Medicare Advantage program for people who have both Medicare and Medicaid and live in Columbia, Dane, Dodge, Jefferson, and Waukesha.

CONFIDENTIALITY NOTICE: The information contained in this email including attachments is intended for the specific delivery to and use by the individual(s) to whom it is addressed, and includes information which should be considered as private and confidential. Any review, retransmission, dissemination, or taking of any action in reliance upon this information by anyone other than the intended recipient is prohibited. If you have received this message in error, please reply to the sender immediately and delete the original message and any copy of it from your computer system. Thank you.

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# **AGREEMENT FOR SERVICES**

## **BETWEEN**

**CARE WISCONSIN FIRST, INC.**

## **AND**

**BERLIN SENIOR CENTER**

THIS AGREEMENT is made by and between Care Wisconsin First, Inc., a Wisconsin nonprofit, tax-exempt organization ("Care Wisconsin," or "MCO" for "Managed Care Organization") and Berlin Senior Center ("Provider") as of June 1, 2017 ("Effective Date").

WHEREAS, Care Wisconsin Health Plan, Inc. (the "Health Plan"), a sole member of Care Wisconsin First, Inc., operates Family Care Partnership ("Partnership"), a Fully Integrated Medicare Advantage Special Needs Plan ("SNP," via contracts with the Centers for Medicare and Medicaid services, hereafter "CMS") and Wisconsin Medicaid Program ("WMP," via a Family Care Partnership Contract ("Partnership Contract") with the State of Wisconsin, represented by the Department of Health Services' (hereafter, "DHS") Division of Long Term Care, to provide or arrange for the provision of comprehensive health and long-term care services to eligible persons ("Members").

WHEREAS, Care Wisconsin has entered into a Wisconsin Family Care Contract ("MCO Contract") with the State of Wisconsin, represented by its DHS Division of Long Term Care, to provide or arrange for the provision of certain health and long-term care services to Members ("Family Care").

WHEREAS, Provider desires to enter into an agreement with Care Wisconsin to provide the services described in this Agreement; and

NOW THEREFORE, it is agreed as follows:

### **I. DEFINITIONS**

- 1.1 Agreement. Shall mean this Agreement for Services and all exhibits, attachments, schedules, appendices and amendments hereto.
- 1.2 Clean Claim. Shall mean a claim that can be processed without obtaining additional information from the provider of the service. A claim is still considered a clean claim if the only error(s) in the submitted information are the result of an error originating in the Department's system or with errors originating from an MCO's claims processing system problem, an MCO's internal claims or an MCO's business process problem. A clean claim does not include a claim that is under review for medical necessity or any claim from a provider who is under investigation for fraud or abuse.
- 1.3 Covered Services.
  - 1.3.1 For Family Care Partnership, Covered Services include: all Medicaid State Plan services required under WI Stats. S.49.46 (2) and Wisconsin Administrative Code DHS 107 and

all Medicaid waiver services required under the s. 1915 © Home and Community-Based Services Waivers titled “Family Care – Aged / Physical Disability Waiver” and “Family Care MR/DD Waiver;” and all Medicare Parts A, B and D services covered under Care Wisconsin’s SNP contracts with CMS.

- 1.3.2 For Family Care, Covered Services include limited DHS 107 Medicaid State Plan services for long-term care and services required under the s. 1915 © Home and Community-Based Services Waivers titled “Family Care – Aged / Physical Disability Waiver” and “Family Care MR/DD Waiver.”
  - 1.3.3 For Medicaid SSI, Covered Services include all Medicaid State Plan services required under WI S under WI Stats. S.49.46 (2), s. 49.471(11), s.49.45(23) and Wisconsin Administrative Code DHS 107.
  - 1.3.4 For Medicare Dual Advantage, Covered Services include: all Medicare Parts A, B and D services covered under Care Wisconsin’s SNP contracts with CMS.
- 1.4 Critical Incident. An event, incident, or course of action or inaction that is either:
- 1.4.1 Associated with suspected abuse, neglect and financial exploitation, other crime, or a violation of member rights,
  - 1.4.2 Or that:
    - 1.4.2.1 Resulted in serious harm to the health or well-being of a member, or
    - 1.4.2.2 Resulted in serious harm to the health or well-being of another person as a result of the member’s actions; or
    - 1.4.2.3 Resulted in substantial loss in the value of the personal or real property of a member or of another person as a result of the member’s actions, or
    - 1.4.2.4 Resulted in the unexpected death of a member; or
    - 1.4.2.5 Posed an immediate or serious risk to the health, safety, or well being of a member, but did not cause harm because of chance or preventive intervention.
- 1.5 Downstream Entity. Any party that enters into a written arrangement, acceptable to CMS, with persons or entities involved with the Medicare Advantage benefit, below the level of the arrangement between a Medicare Advantage organization or applicant and a first tier entity. These written arrangements continue down to the level of ultimate provider of both health and administrative services.
- 1.6 Emergency Medical Condition. Shall mean a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:
- 1.65.1 Placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy.
  - 1.65.2 Serious impairment to bodily functions.
  - 1.65.3 Serious dysfunction of any bodily organ or part.
- 1.7 First Tier Entity. Any party that enters into a written arrangement, acceptable to CMS, with a Medicare Advantage organization or applicant to provide administrative services or health care services for a Medicare eligible individual under the Medicare Advantage program.

- 1.8 Interdisciplinary Team. Shall mean the team that includes the Member, social service care managers and RN care manager, for Family Care, and, for Family Care Partnership, shall mean the team that includes the Member, a nurse practitioner, RN care managers and social services care manager, or other care management staff designated by the Health Plan.
- 1.9 Medicaid. Shall mean the WMP operated by the DHS under Title XIX of the Federal Social Security Act, Ch. 49, Wis. Stats. and related state and federal rules and regulations.
- 1.10 Medicaid Covered Services. Shall mean those services reimbursed for by the WMP for people eligible for Medicaid benefits under §49.46(2), Wis. Stats. and Ch. DHS 107 of the Wisconsin Administrative Code.
- 1.11 Medicare. Shall mean the health insurance program operated by the U.S. Department of Health and Human Services (“DHHS”) under 42 CFR subchapter B, and 1965 Act, Title I of Public Law 89-97, as amended.
- 1.12 Medicare Advantage (“MA”). An alternative to the traditional Medicare program in which private plans run by health insurance companies provide health care benefits that eligible beneficiaries would otherwise receive directly from the Medicare program.
- 1.13 Medicare Advantage Organization (“MA organization”). A public or private entity organized and licensed by a State as a risk-bearing entity (with the exception of provider-sponsored organizations receiving waivers) that is certified by CMS as meeting the MA contract requirements.
- 1.14 Medicare Covered Services. Shall mean those services reimbursed by CMS guidelines for people eligible for Medicare benefits.
- 1.15 Member. Shall mean a person who is enrolled in Family Care Partnership, Family Care, Medicaid SSI and Medicare Advantage.
- 1.16 Network Physician. Shall mean a licensed doctor of medicine or osteopathy with which Care Wisconsin has an Agreement for Services for the provision of medical services to Members.
- 1.17 Primary Care Physician. Shall mean any Network Physician (MD or DO) whose primary care specialty is family practice or general internal medicine and who has agreed to work within the parameters of Care Wisconsin’s model of care.
- 1.18 Provider. (1) Any individual who is engaged in the delivery of health care services in a State and is licensed or certified by the State to engage in that activity in the State; and (2) any entity that is engaged in the delivery of health care services in a State and is licensed or certified to deliver those services if such licensing or certification is required by State law or regulation.
- 1.19 Provider. Shall mean a care provider who will provide the health and/or long-term care services specified in Appendix A of this Agreement.
- 1.20 Provider Manual. Shall act as a reference tool for information pertaining to the Care Wisconsin First, Inc. and Care Wisconsin Health Plan programs and their relationship with Providers.

When the Provider Manual is referenced in the Agreement (Sections III, V, VIII, IX and XII) it establishes the same terms and conditions for Services and made a part hereof.

- 1.21 Reasonable Efforts. Shall mean with respect to a given goal, the efforts that a reasonable person in the position of Provider or MCO would use so as to achieve that goal as expeditiously as possible.
- 1.22 Related Entity. Any entity that is related to the MA organization by common ownership or control and (1) performs some of the MA organization's management functions under contract or delegation; (2) furnishes services to Medicare enrollees under an oral or written agreement; or (3) leases real property or sells materials to the MA organization at a cost of more than \$2,500 during a contract period.
- 1.23 Special Needs Individual. Shall mean a Medicare Advantage-eligible individual who would benefit from enrollment in a specialized Medicare Advantage plan.
- 1.24 Special Needs Plan ("SNP"). Shall mean any type of Medicare Advantage Coordinated Care Plan that exclusively enrolls, or enrolls a disproportionate percentage of, Special Needs Individuals.
- 1.25 Urgent Care. Shall mean medically necessary care that is required by an illness or accidental injury that is not life-threatening and will not result in further disability but has the potential to develop such a threat if treatment is delayed longer than twenty-four (24) hours.

## II. SERVICES

Subject to the terms and conditions herein, Provider:

- 2.1 Delineates the purpose of the services in Appendix A.
- 2.2 Will provide to Members the Covered Services defined in Appendix A and Appendix B affixed hereto and made a part hereof.
- 2.3 Will not create barriers to access to care by imposing requirements on Members that are inconsistent with the provision of necessary Covered Services (e.g., third party liability recovery procedures that delay or prevent care).
- 2.4 Agrees to cooperate with the Health Plan and MCO to ensure that Members receive timely access to Covered Services, that such services meet community standards of quality, and to ensure continuity of care, consistent with the requirements of CMS Guidelines for Access Standards and any other applicable access requirements mandated by law. Health Plan and MCO will not be required to use any specific amount of services.
- 2.5 Agrees to offer hours of operation that are no less than the hours of operation offered to commercial members or comparable to Medicaid fee-for-service members, if the provider serves only Medicaid members.
- 2.6 Will obtain Health Plan's and MCO's prior authorization, if such prior authorization is required, by contacting the member's Interdisciplinary Team or other care management staff designated by

the Health Plan before providing or arranging for the provision of services for which the Health Plan and MCO require prior authorization. Provider will not independently arrange or refer Members for services or revise the amount of service authorized without contacting the member's Interdisciplinary Team prior to providing or arranging for the provision of services.

MCO shall issue service authorizations to Provider prior to the start date of designated services by the provider. MCO shall issue revised service authorizations to Provider promptly, with sufficient notice to allow Provider to comply with the terms of the revised service authorization and to timely submit accurate claims during the appropriate billing period.

For more information on contacting the Interdisciplinary Team or other care management staff designated by the Health Plan reference the Provider Manual at <https://www.carewisc.org/provider-manual-and-policies>.

### III. TERM AND TERMINATION

- 3.1 Term. The initial term of this Agreement shall become effective as of the Effective Date and shall continue in effect for one year. Thereafter, this Agreement will automatically renew for periods of one year subject to the terms and conditions of this Agreement unless terminated in accordance with Section 3.2 below.
- 3.2 Termination or Suspension. This Agreement may be terminated:
  - 3.2.1 Without cause at anytime by either party upon sixty (60) calendar days prior written notice to the other party, and without pursuing dispute resolution as set forth in Section X herein.
  - 3.2.2 With cause if there is any material breach in the performance of the terms and conditions of this Agreement (breach), which breach has not been cured within thirty (30) calendar days following written notice of such breach. Material breaches shall not be subject to the dispute resolution process described in Section X herein.
  - 3.2.3 By Health Plan and MCO if Provider or any of Provider's employees or subcontractors:
    - 3.2.3.1 loses any required liability insurance coverage
    - 3.2.3.2 loses any required Medicaid or Medicare certification
    - 3.2.3.3 loses any license(s) required to perform the services to be rendered under this Agreement
  - 3.2.4 Notwithstanding any other provision herein except 3.2.7, by Provider upon thirty (30) calendar days prior written notice to Health Plan and MCO if the Health Plan and MCO are unable to pay for services rendered under this Agreement.
  - 3.2.5 The rights of Provider or of any personnel employed or subcontracted by Provider, including if the MCO or Health Plan has delegated provider selection to another entity, to provide Covered Services to Members may be reduced, suspended or terminated indefinitely and immediately by Health Plan and MCO whenever Health Plan and/or MCO determine that such action may be necessary in order to safeguard the health and welfare of Members, including but not limited to gross misconduct by Provider, and violations of professional ethics. The Health Plan and/or the MCO shall notify Provider

of such reduction, suspension or termination of participation in the Health Plan and MCO provider network within seven (7) calendar days of the decision by the Health Plan and/or the MCO, as the case may be. The Health Plan and/or the MCO shall duly consider any objections or concerns that Provider may raise with regard to any such action as soon as reasonably possible, but the decision whether to effect or continue any such action shall rest solely with the Health Plan and/or the MCO. If this Agreement is terminated or suspended on this basis, Provider may appeal the termination or suspension decision. The process for filing such an appeal is described in the Care Wisconsin Provider Manual and section 9.2 of this Agreement.

3.2.6 Termination will have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. Nothing in this Agreement will be construed to limit either party's lawful remedies in the event of a material breach of this Agreement.

3.2.7 In the event this Agreement is terminated for any reason, Provider agrees to collaborate with the Health Plan and MCO to ensure continuity of care for Members receiving services from Provider at the time notice of termination is provided.

#### IV. COMPENSATION

4.1 Services. The Health Plan and MCO will reimburse the Provider according to the terms and conditions of Appendix A.

4.2 Rate Negotiation. Provider acknowledges and agrees that Care Wisconsin may change the fees for non-residential services set forth in Appendix A at its sole discretion by issuing to Provider a notice in the form of a replacement Appendix A for non-residential services or a sixty (60) days in advance of the date that the new fees are to take effect. If Provider chooses not to continue the Agreement for non-residential services under the new fees, Provider may terminate this Agreement in accordance with Section 3.2 of this Agreement.

4.3 Shared Room Rates. Room and board rates are standardized amounts for all members. Care Wisconsin uses previous year HUD Room and Board rates. If a Care Wisconsin member is placed in a unit that is intended for 2 residents or has a shared address or unit number, the room and board portion of the daily rate will be adjusted to pay 100% of the board portion and 50% of the room portion of the daily rate.

4.4 Coordination of Benefits. Provider shall submit directly to Care Wisconsin or Care Wisconsin's designee, as specified prior to or when a Member presents for services, all claims for Covered Services rendered to a Member. If applicable to Provider type, Provider agrees to follow Coordination of Benefits ("COB") procedures established by CMS and WMP, acknowledging that the Health Plan or MCO may be the secondary payer in circumstances when a Member is covered by a third-party payer. If the Health Plan or MCO is not primary in a COB situation, Provider will bill other primary third-party payers first; in the event that the primary payer denies the claim or makes only a partial payment on the claim, Provider will submit invoices to Care Wisconsin or Care Wisconsin's designee within sixty (60) calendar days of receiving the primary payer's denial or partial payment.

- 4.5 Hold Harmless. The payments by the Health Plan and/or the MCO under Section 4.1 of this Agreement, together with any copayment, deductible or coinsurance for which the Member is responsible, are payment in full for a Covered Service. Provider represents and warrants that Provider agrees not to bill Members and not to accept any payment from a Member or anyone acting on behalf of a Member, in excess of payment in full as provided in this Section 4.4. Provider agrees that in no event, including but not limited to non-payment by Health Plan or MCO, insolvency of Health Plan and/or MCO, or breach by Health Plan and/or MCO of this Agreement, will Provider charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Member or person (other than the Health Plan and/or the MCO, as the case may be) acting on behalf of the Member for Covered Services provided under this Agreement including DHS and CMS. The MCO and Provider agree to follow Article VII. J. Billing Members and K. Department Policy for Member Use of Personal Resources in the contract between DHS and the MCO.

This obligation to refrain from billing Members applies even in those cases in which Provider believes that the Health Plan or MCO has made an incorrect determination. In such cases, Provider may pursue remedies under this Agreement against the Health Plan or MCO, as the case may be, but must still hold the Member harmless.

The provisions of this Section will be construed in favor of the Member, and will survive the termination of this Agreement regardless of the reason for termination and will supersede any oral or written contrary agreement between Provider and Member or the representative of a Member if the contrary agreement is inconsistent with this Section.

- 4.6 Obligation to Pay. The obligation of the Health Plan and MCO or the Member, as the case may be, to pay all amounts owing to Provider under this Agreement shall survive any termination of this Agreement.
- 4.7 Member Protection. Provider agrees that in the event of the Health Plan's or MCO's insolvency or other cessation of operations, Provider will continue to provide Covered Services to a Member for the duration of the contract period for which CMS and DHS payments have been made to Health Plan or MCO.

## V. BILLING AND CLAIMS

- 5.1 Claims. If applicable to Provider type, Provider will directly bill all insurance in effect that is primary to Medicare and WMP as provided in Section 4.3 herein. Provider will submit all claims payable by the Health Plan and MCO under this Agreement to Care Wisconsin's third-party claims processing service ("TPA"), or to Care Wisconsin, as instructed, in standard industry format acceptable to Medicare and/or WMP (including, in the latter case, the Member-specific RUGs rate), or in an alternate format approved by Health Plan and MCO. For Medicare Covered Services, Provider will complete the claims in the same manner required for reimbursement under Medicare, including but not limited to, all appropriate CPT, ICD and related HCPCS codes, except when such codes are not applicable based on the services provided under this Agreement. Provider's claims shall be in compliance with the standards for electronic transactions set forth in 45 CFR 162.

- 5.2 Timeliness of Claims. A completed claim for which the Health Plan or MCO is the primary payer will be submitted following the service being rendered. The provider must submit the claim no later than sixty (60) calendar days after the last date of service.
- 5.3 Timeliness of Payments. The Health Plan and MCO (or the TPA) will make payment to the Provider within thirty (30) calendar days of receiving a Clean Claim. Claims that are not submitted on a claim form approved by the Health Plan and MCO and/or are not clean, meaning the claim does not contain all data required by the Health Plan and MCO to process the claim and/or the data on the claim is not legible or readable by scanning equipment, will be denied. When claims are denied for the reasons stated in the prior sentence, Provider will be required to submit a corrected claim in order to receive reimbursement.
- 5.4 Adjustments. All claims will be considered final unless Provider requests an adjustment in writing within sixty (60) calendar days after receipt of payment.
- 5.5 Claim Denial and Appeal Process. Provider may submit an appeal within 60 calendar days of the initial denial or partial payment to the Health Plan or MCO if the Health Plan or MCO denies payment in full or in part for services rendered by Provider. The Health Plan or MCO must inform providers in writing of the Health Plan or MCO's decision to limit or deny provider's original claims within forty-five (45) calendar days, including:
- i. A specific explanation denial or payment amount or specific reason for non-payment.
  - ii. A statement explaining the appeal process and the provider's rights and responsibilities in appealing the Health Plan or MCO's determination by submitting a separate letter or form which:
    - a) Is clearly marked "appeal";
    - b) Contains the provider's name, date of service, date of billing, date of rejection, and reason(s) claim merits reconsideration for each appeal; and,
    - c) Is submitted to the Care Wisconsin claims manager at:  
Claims Manager  
Care Wisconsin  
PO Box 14017  
Madison, WI 53708-0017

The Health Plan or MCO will provide a representative to review the denial with the aggrieved party, and, if appropriate, will reprocess the claim for payment. In the event of any dispute arising from any claim or bill submitted by Provider, each party will have access to all reasonable and necessary documents and records that would, at the discretion of either party, tend to sustain its claim. Patient records will be released only to the extent allowable under Wisconsin and federal law. The Health Plan or MCO will not be liable to pay the Provider for services the Provider provided to Members without having obtained any required prior approval. If the Provider is not satisfied with the outcome of his or her appeal to the Health Plan or MCO or if the Health Plan or MCO has not responded in writing within forty-five (45) calendar days, the Provider may appeal the Health Plan's or MCO's decision to DHS. The Provider has sixty (60) calendar days to submit a written appeal to DHS from either the date of the written notification of the MCO's final decision resulting from a request from reconsideration or after the MCO's failure to respond within forty-five (45) calendar days to the provider's request for reconsideration. The Provider agrees to abide by the terms outlined in Section O of the contract



between DHS and the MCO, Appeals to the MCO and Department for Payment/Denial of Provider Claims, and as may be amended in future contracts, as outlined in the Partnership Contract, and the Family Care Contract, and the Medicaid SSI Contract between DHS and MCO. Additional information can also be found in the Care Wisconsin Provider Manual at <https://www.carewisc.org/provider-manual-and-policies>.

- 5.6 Claim Recoupments: Claim recoupments can occur any time an overpayment or underpayment is identified. Any overpayment amounts will be recouped from future claims. Any underpayment amounts will be adjusted for reimbursement. All payments related to a claim found to be fraudulent or improper will be recouped.
- 5.7 Reports. Provider and the Health Plan or MCO will provide each other with mutually agreed upon, periodic reports regarding Members' utilization.
- 5.8 Provider must report to the Health Plan or MCO all Provider preventable conditions with submission of claims for payment or member treatments for which payment would otherwise be made.

## VI. CERTIFICATION

- 6.1 Certification. Provider shall maintain Medicare and/or WMP certification, if so required, and appropriate licenses during the term of this Agreement. Provider warrants that Provider and each health care professional employed or subcontracted by Provider to provide services under this Agreement is: licensed to provide services or practice in Wisconsin, and is qualified to provide services under Medicare and the WMP, if applicable.

Provider agrees to verify the credentials of all health care professionals and other staff that will provide services to Members under this Agreement, as required in Section 6.2.

- 6.2 Verification. Credential verification is the review of licenses, diplomas, transcripts, certificates, or other documentation of an individual's qualifications to provide services under this Agreement. For physicians and other licensed health care professionals, including members of physician groups, the process must verify current eligibility to participate in Medicaid and Medicare programs. For other care workers (including employees, subcontractors and volunteers) such as personal care workers and transportation providers, the process includes the completion of any education or skills training necessary to provide specific services and a criminal background check. Provider agrees to verify individual credentials of health professionals and other service workers employed or subcontracted by Provider who provides services under this Agreement. Provider warrants that it is making the necessary criminal background checks required by Chapter DHS 12 of the Wisconsin Administrative Code and is in compliance with the code governing reporting, hiring and contracting required by Chapters DHS 12 and 13. Provider agrees to comply with any requirements issued by CMS or DHS in accordance with verifying compliance of credentials and background checks. All inspections or audits will be conducted in a manner as will not unduly interfere with the performance of Provider's activities. All information obtained during an audit or review will be treated as confidential.

The MCO maintains the ability to not pay or contract with any provider if the MCO deems it is unsafe based on the findings of past criminal convictions stated in the caregiver background

check. The caregiver background check shall be made available to the member or entity that is the employer.

- 6.3 Notification. Provider agrees to promptly notify Care Wisconsin as specified in Section XXI:
- 6.3.1 if Provider loses his or her Medicaid or Medicare certification;
  - 6.3.2 if Provider or any of Provider's employees or subcontractors loses organizational or individual professional licensure for any of the services provided under this Agreement;
  - 6.3.3 of the termination or limitation of staff privileges;
  - 6.3.4 of changes in malpractice insurance coverage;
  - 6.3.5 of the imposition of a Statement of Deficiency issued by the Division of Quality Assurance, DHS; and
  - 6.3.6 of the imposition of sanctions by a governmental regulatory agency and /or regarding any criminal investigations(s) involving the subcontractor. Loss of certification or licensure may constitute a breach subject to termination, in the sole discretion of the Health Plan, as described in Section III herein. In the sole discretion of the Health Plan, the Health Plan may request that Provider bar from participation under this Agreement any individual employee or subcontractor whose continued participation represents a threat to the health or welfare of a Member.
  - 6.3.7 if notification received of federal disbarment.
- 6.4 Provider shall make Reasonable Efforts to provide notice to the Health Plan of termination of an employed or contracted Primary Care Physician under this Agreement at least thirty (30) calendar days before the termination effective date to all Members seen on a regular basis by the Primary Care Physician whose contract is terminating, irrespective of whether the termination was for cause or without cause.
- 6.5 If a Statement of Deficiency has been issued by the Division of Quality Assurance, DHS, Provider shall, upon request by Health Plan or MCO, provide a correction action plan to Health Plan or MCO, as the case may be.
- 6.6 Upon request of the MCO or Health Plan, Provider shall provide all required documents to maintain participation in the provider network. These documents may include such items as proof of insurance, licenses or certifications, W9's, background and credential verification documents. If Provider, after repeated attempts by the MCO or Health Plan, neglects to provide requested information the MCO or Health Plan may hold provider payments until the information is provided.

## VII. ASSIGNMENT

This Agreement cannot be assigned or delegated by either party hereto without the prior written approval of the other party hereto.

## VIII. COOPERATION

- 8.1 Cooperation Between the Parties. Health Plan, MCO and Provider agree that to the extent compatible with the separate and independent management of each, they will at all times maintain an effective liaison and close cooperation with each other to provide maximum benefits

and access to care for Members at the most reasonable cost consistent with quality standards of care.

To the extent permitted by law, Provider agrees to fully cooperate with any member-related investigation conducted by the MCO, DHS, CMS, law enforcement or any other legally authorized investigative entity.

## 8.2 Quality Assurance and Improvement.

8.2.1 Provider agrees to cooperate with Care Wisconsin in its implementation of effective quality assurance and quality improvement programs, subject to state and federal laws applying to access to records. Provider agrees to:

8.2.1.1 allow Care Wisconsin access to appropriate records in the Health Plan's and MCO's conduct of oversight and review;

8.2.1.2 cooperate with CMS and DHS in their quality assurance oversight activities, including assisting CMS, DHS and/or any reviewing bodies under contract with CMS or DHS in identification of Provider and Member data required to carry out on-site medical chart review;

8.2.1.3 report Critical Incidents immediately upon discovery and cooperate with Care Wisconsin in the investigation of critical incidents. Ensure incident is promptly addressed and notification occurs as soon as reasonably possible during the business day or next business day if weekend/holiday. The provider must identify, respond to, document, and report member incidents to MCO as outlines in Article V.J.5 of the DHS-MCO contract.

8.2.2 Provider agrees to provide services in accordance with the services authorized through the Member's Interdisciplinary Team, or other care management staff designated by the Health Plan and to submit reports as required by the Health Plan and MCO.

8.2.3 Provider acknowledges its access to the Care Wisconsin Provider Manual, which describes the Health Plan's and MCO's grievance resolution, utilization management, quality improvement, quality assurance, and provider credentialing and re-credentialing programs. Provider shall comply with the requirements thereof, as reasonably amended from time to time by the Health Plan and MCO. The Care Wisconsin Provider Manual is incorporated herein and made a part hereof by reference.

8.3 Restrictive Measures. The Provider agrees to work through the Interdisciplinary Team or other care management staff at Care Wisconsin to determine the appropriateness of restrictive measures, any type of restraint, isolation, seclusion, protective equipment, or medical restraint and the development of a Behavioral Support Plan, as indicated. Approval for use of such measures needs to go through the MCO's Restrictive Measure Workgroup. Provider will provide orientation and annual refresher training to personnel that would be involved in evaluation/training or implementation of restrictive measures.

8.4 Utilization Data. The Provider agrees to submit utilization data in the format specified by the MCO as requested by the MCO.

- 8.5 DHS and CMS Requirements. Provider represents that Provider understands the Health Plan and MCO are subject to Medicare and WMP laws, regulations, CMS and DHS instructions, and contractual obligations with CMS and DHS, and Provider agrees to fully assist the Health Plan and MCO in complying with the terms and conditions of these laws, regulations, instructions, and Health Plan's and MCO's contracts with CMS and DHS, as modified from time to time by CMS or DHS, as the case may be. Subject to its right to terminate this Agreement pursuant to Section III herein, Provider represents that Provider will also cooperate with Health Plan and MCO in complying with any amendments or additional requirements for the Health Plan's and MCO's Providers. Health Plan and MCO will give Provider at least thirty (30) calendar days' prior written notice of any such amendment(s) or additional requirements, whenever Health Plan and MCO have been given sufficient time to ensure compliance with this requirement; in any other situation, Health Plan and MCO will provide such notice as soon as it is practicable to do so.
- 8.6 Compliance with Federal and State Laws, Continuity of Care. Provider represents and warrants that it requires its employees, subcontractors and any other individuals who may provide services under this Agreement to:
- 8.6.1 comply with federal and state laws; and
- 8.6.2 cooperate with the Health Plan and MCO to ensure continuity of care for Members.

## IX. GRIEVANCES AND APPEALS

- 9.1 Member Appeals.
- 9.1.1 Provider recognizes that members have the right to file appeals or grievances and assure that such action will not adversely affect the way that the Provider treats the member.
- 9.1.2 The Provider agrees to cooperate and not interfere with the members' appeals, grievances and fair hearings procedures and investigations and timeframes.
- 9.1.3 The Provider may obtain specific information regarding member grievance, appeal and fair hearing procedures and timeframes by contacting Care Wisconsin's Member Rights Specialist at 800-963-0035, ext. 3448. This information can also be found at <https://www.carewisc.org/provider-manual-and-policies>.
- 9.1.4 Provider agrees to cooperate with, and upon request, to furnish all relevant information to the Health Plan, MCO, CMS or DHS in resolving any Member's grievance or appeal related to the provision of services under this Agreement. Provider agrees to forward to the Health Plan or MCO any medical records pursuant to grievances or appeals, within fifteen (15) working days of the Health Plan's or MCO's request, or immediately, if the grievance or appeal is expedited. If Provider does not meet the fifteen-(15)-day requirement, Provider will explain the reason for the delay and indicate when the medical records will be delivered. Provider agrees to comply with the Health Plan's and MCO's adjudication process for any Member's grievance or appeal. This procedure allows Members to appeal any Health Plan and MCO denial or reduction of Medicare or Medicaid services or denial of payment for Medicare or Medicaid services through the Health Plan's or MCO's appeals committee. A description of the Member's grievance or

appeal process is found in the Member's Evidence of Coverage document. This document is available online at <https://www.carewisc.org/provider-manual-and-policies>.

## 9.2 Provider Appeals.

9.2.1 Provider must submit an appeal to the MCO in writing within sixty (60) days of the denial or notice. The MCO or Health Plan will respond in writing to the provider within forty-five (45) calendar days of receipt of the request for reconsideration.

9.2.2 If the MCO fails to respond within forty-five (45) days of the submitted appeal or the provider is unsatisfied with the MCO response, the Provider can seek a final determination from DHS. All appeals must be submitted to DHS within sixty (60) days of the date of the written notification of the MCO's final decision or MCO's failure to respond within forty-five (45) days. A description of the Provider Appeals process is available on line at <https://www.carewisc.org/provider-manual-and-policies>.

## X. PROHIBITED PRACTICE AND DISPUTES

The MCO and the Provider agree to prohibit communication, activities or written materials that make any assertion or statement, that the MCO or Provider is endorsed by CMS, the Federal or State government, or any other entity.

If any dispute shall arise with regard to the interpretation of any of the terms of this Agreement, the parties hereto agree to resolve disputes by meeting or teleconference within sixty (60) calendar days of the date such dispute was brought to the attention of one party by the other party. If the parties are unable to reach a resolution of the dispute within said sixty (60) calendar days, either party may give the other party thirty (30) calendar days prior written notice of its intent to terminate this Agreement.

Provider is prohibited from influencing member choice of long-term care program, provider or managed care organization (MCO) through communications that are misleading, threatening or coercive under federal managed care regulations 42 CFR4381. DHS may impose sanctions against a provider that does so under Wisconsin Administrative Code DHS 106.08(2)€.

## XI. INSURANCE AND INDEMNIFICATION

11.1 Insurance for Provider. Depending on provider type, Provider shall secure and maintain, at its sole cost and expense throughout the term of this Agreement such policy or policies of general liability, professional liability (malpractice coverage), auto liability, and workers compensation as shall be necessary to insure Provider, its employees and subcontractors and its agents against any claims for damages arising by personal injury, death, or property damage or loss, occasioned directly or indirectly in connection with the performance of any services by Provider or by said employee, subcontractor or agent. For physicians, coverage limits shall be in at least the amount specified in Chp. 655.23(4) Wis. Stats. For other provider types, the types of coverage required are set forth in the Care Wisconsin Provider Manual.

Upon entering into this Agreement, Provider will provide the Health Plan and MCO with a Certificate of Insurance in a form acceptable to same to confirm compliance with Section 11 of this Agreement. General Liability policies will be endorsed to specifically name Care Wisconsin First Inc. as an additional insured.

If General or Professional Liability coverage is written on a claims-made form rather than an occurrence form, the insurance policy's retroactive date must be noted on the Certificate of Insurance. Provider agrees to either 1) purchase claims made coverage in subsequent years with retroactive date not later than retroactive date noted on certificate or 2) purchase an Extended Reporting Period endorsement of not less than two years.

Required coverages will be provided by insurers with an A.M. Best Company general policyholder's rating of "A-" or better and a financial performance index rating of VI or better in Best's Insurance Reports or Best's Key Rating guide. .

Prior to modification, expiration or cancellation of insurance coverage, Provider will secure replacement coverage and provide the Health Plan and MCO with a revised or new Certificate of insurance within ten (10) calendar days of each policy renewal.

- 11.2 Insurance for the Health Plan and MCO. The Health Plan and MCO, at their sole cost and expense, shall procure and maintain in full force and effect throughout the term of this Agreement, general comprehensive liability insurance in the amount of not less than one million dollars (\$1,000,000). Upon request, the Health Plan and MCO will provide Provider with a Certificate of Insurance to confirm compliance with this Section XI.

- 11.3 Notice of Potential Complaint or Grievance. The Health Plan and MCO will promptly advise Provider in the event it has reason to believe a complaint or grievance may exist against Provider for services performed under this Agreement. Notification under this Section will be for information purposes only and will not substitute for the statutory notification and claim procedure of Section 893, Wis. Stats.

Provider will promptly identify complaints and grievances against Provider for services performed under this Agreement and will forward these complaints and grievances to the Health Plan or MCO.

- 11.4 Indemnification. Each party will be responsible for its own acts or omissions and any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds which may result in or arise out of any conduct, negligence or willful misconduct caused or alleged to have been caused by that party, its employees or non-physician agents, in the performance or omission of any act or responsibility of that party under this Agreement (Losses), and will hold the other party harmless for those losses.

In the event that either party incurs damages, costs or expenses solely by reason of the other party's criminal conduct, negligence or willful misconduct pertaining to this Agreement, then, in addition to any right of contribution or other cause of action that may be provided by law, the damaged party shall be indemnified by the other party for Losses incurred by such damaged party.

- 11.5 Legal Liability. The subcontract must not terminate legal liability of the MCO. If the MCO delegates selection of providers to another entity, the MCO retains the right to approve, suspend, or terminate any provider selected by that entity.

## XII. NONDISCRIMINATION/CIVIL RIGHTS COMPLIANCE/LIMITED ENGLISH PROFICIENCY

Provider shall comply with all non-discrimination requirements and all applicable Affirmative Action and Civil Rights Compliance laws and regulations (refer to <http://DHS.wisconsin.gov/civilrights/Index.HTM> as a resource). At a minimum, Provider agrees to the following:

- 12.1 No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of age, color, disability national origin, race, religion, or sex. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Provider are expected to support goals and programmatic activities relating to nondiscrimination in service delivery. The MCO shall encourage and foster cultural competency among providers, further information is available in the Provider Manual at <https://www.carewisc.org/provider-manual-and-policies> page 6-1.
- 12.2 No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or term of employment on the basis of age, ancestry, arrest record, color, conviction record, creed, disability or association with a person with a disability, genetic testing, honesty testing, marital status, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state, national origin, pregnancy or childbirth, race, religion, sex, sexual orientation, use or nonuse of lawful products off the employer's premises during nonworking hours. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
- 12.3. Provider shall report to Health Plan or MCO complaints of Members or applicants related to civil rights compliance. Civil rights complaints must be investigated by Provider and the Health Plan or MCO.

## XIII. RECORDS

- 13.1 Maintenance of Records. Provider will maintain books and records pertaining to this Agreement in a form consistent and in compliance with confidentiality provisions of applicable federal and state laws and regulations. Provider agrees to preserve the full confidentiality of medical and other Member records and protect from unauthorized disclosure all information, records, and data collected under this Agreement. The Provider will meet the requirements for maintenance and transfer of member records stipulated in Article XIII.A., Member Records, and Article XIV.F., Records Retention of the Health Plan and MCO's contract with DHS. Access to this information shall be limited to persons who, or agencies which, require the information in order to perform their duties related to the Health Plan's contract with CMS and DHS and the MCO's contract with DHS. Provider will forward to the Health Plan or MCO medical records pursuant to appeals within fifteen (15) working days of the record request, or immediately, if the appeal is expedited. If Provider does not meet the fifteen (15) day requirement, Provider must explain reason(s) for the delay and indicate when Provider will deliver the required record. Further Records Retention information is available in the Provider Manual at <https://www.carewisc.org/provider-manual-and-policies>.

- 13.2 Members and their authorized representatives shall have access to a Member's records within ten (10) business days of the record request if records are maintained on site and sixty (60) calendar days if records maintained off site in accordance with the standards is 45 CFR 164.524 (b)(2).
- 13.3 Access to Records. Provider will allow duly authorized agents or representatives of the Health Plan and MCO, the state or federal government, including the Department of Health and Human Services, the Comptroller General, or their designees, during normal business hours, access to its premises to inspect, audit, monitor, copy or otherwise evaluate the performance of Provider's contractual activities and will forthwith produce all records requested as part of such an audit or review. Such access shall include the right to reproduce all such records and material and to verify reports furnished in compliance with the provisions of the Health Plan's contract with CMS and DHS and the MCO's contract with DHS. In the event right of access is requested under this Section, Provider will, upon request, provide and make available staff to assist in the audit or inspection effort, and provide adequate space on the premises to reasonably accommodate personnel conducting the audit or inspection effort. If deficiencies are found during review a corrective action plan may be required to address areas of needed performance improvement. Provider agrees to comply with any requirements issued by CMS or DHS as a result of such inspection or audit. All inspections or audits will be conducted in a manner as will not unduly interfere with the performance of Provider's activities. All information obtained during an audit or review will be treated as confidential.
- 13.4 Permission for Governmental Review of the Records Related to this Agreement. Upon written request by the Secretary of the Department of Health and Human Services or Comptroller General of the United States, or by any of the Secretary's or Comptroller General's duly authorized representatives, Provider will make available those contracts, books, documents or records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to ten (10) years after the rendering of such services. If Provider carries out any of the duties of this Agreement through a subcontract with a value of ten thousand dollars (\$10,000) or more over a twelve (12) month period with a related individual or organization, Provider agrees to include this requirement in any subcontract. This Section is included pursuant to and is governed by the requirements of 42 CFR 422.504(e)(2), 42 CFR 422.504(e)(4), and 422.504(i)(2)(ii), as amended, 42 U.S.C. § 1395x(v)(1), and the regulations promulgated thereunder.
- 13.5 Record Copying Costs. Provider will copy and provide Member records for the Health Plan and MCO, as requested, to provide continuity of health care. Provider will not seek reimbursement from the Health Plan or MCO for copies of medical records.

#### XIV. SUBROGATION

State statutory subrogation rights have been extended to the Health Plan and MCO under Subch. 49.89(9), Wis. Stats. The Health Plan and MCO are obligated to collect recoverable amounts arising out of the settlement of personal injury, medical malpractice, product liability and Workers' Compensation on behalf of its Members. Recoverable amounts include monies paid by the Health Plan or MCO for the Member for all services related to the injury, not limited to health care expenses. Provider agrees to cooperate with the Health Plan and MCO on all subrogation matters, including but not limited to notifying the Health Plan and/or the MCO, as the case may be, within twenty-four (24) hours of an incident, and forwarding to the Health Plan or MCO copies of all documents and reports pertaining to the incident as they become available.



## XV. CONFIDENTIALITY

The Health Plan and MCO and Provider agree that performance of this Agreement will result in their employees having access to confidential and/or proprietary information. Such information may include but not be limited to Member medical records, staff compensation, and certain proprietary and management information concerning both organizations. The Health Plan, MCO and Provider agree that any employees assigned to perform services or who otherwise have access to such information will be made aware of the confidential nature of such information.

Provider will comply with applicable federal and state rules and regulations, including but not limited to those promulgated from the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Title XIII of the American Recovery and Reinvestment Act of 2009 (also cited as the "HITECH Act").

Provider, Health Plan and MCO agrees that all rate negotiations, verbal or written, are confidential and not to be shared with employees or outside agencies not participating in rate negotiations. Rate negotiations are also confidential between the Health Plan and MCO and Provider and not to be shared with members, guardians, family members or member representatives.

## XVI. INDEPENDENT CONTRACTOR

The relationship between Provider and the Health Plan and/or the MCO under this Agreement will be construed and deemed to be between independent contractors and for the sole purpose of carrying out the terms of this Agreement. Nothing in this Agreement will be construed to create a partnership, joint venture, employer-employee or principal-agent relationship between the parties, nor will the parties hold themselves out as being a partnership, joint venture, and employer-employee or principal-agent relationship. As between Health Plan and/or MCO and Provider, each has full, complete, absolute and sole authority and responsibility regarding its own operations; and none shall have any direction or control over the manner in which any other performs its obligations.

## XVII. OSHA REQUIREMENTS

If Provider employs staff to provide services under this Agreement, Provider agrees to require its employees to comply with all applicable OSHA requirements. This provision does not apply in situations when Provider does not employ or subcontract staff to provide services under this Agreement.

## XVIII. ADVERTISING

Care Wisconsin and Provider agree to provide and obtain, in advance, the other party's written approval of all advertising and promotional materials, regardless of medium, which refer to the other party. No reference to the other party shall be made in any materials unless prior written approval is obtained. In the event of a termination under this Agreement, all advertising and promotional materials, in any medium whatsoever, shall be revised by the parties hereto as soon as possible to eliminate references to the other party.

## XIX. NONEXCLUSIVITY

The parties enter into this Agreement on a nonexclusive basis.

## XX. EXCLUSION FROM STATE AND FEDERAL HEALTH CARE PROGRAMS

All parties represent and warrant that, to the best of each party's knowledge, Provider and the Health Plan and MCO and their owners and employees are not excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b (f), and to each party's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other party of the commencement of any such exclusion or investigation within seven (7) business days of first learning of it. All parties shall have the right to immediately terminate this Agreement upon learning of any such exclusion and shall be kept apprised by the other party or parties of the status of any such investigation.

## XXI. NOTICE

Any notice, demand or communication required, permitted or desired to be given under this Agreement will be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

### **Care Wisconsin First, Inc.:**

Chief Executive Officer  
1617 Sherman Ave.  
P.O. Box 14017  
Madison, WI 53708-0017  
Facsimile: 608-245-3571

### **Berlin Senior Center:**

Director  
142 Water Street  
Berlin, WI 54923  
Facsimile: (920) 361-5454

## XXII. FRAUD, WASTE AND ABUSE

- 22.1 Provider shall report suspected Fraud, Waste or Abuse to Health Plan or MCO within a reasonable period of time after discovery of the suspected misconduct. Health Plan and MCO have a strict policy against retaliation or retribution against any employee or subcontractor who reports suspected misconduct in good faith. Provider is afforded anti-retaliation protections under applicable state and federal laws, including 31 U.S.C. § 3730(h) for False Claims Act complaints.
- 22.2 Provider shall comply with the Affordable Care Act, 42 CFR 455.2 and 455.23 as relates to the suspension of payments to Provider pending investigation of a credible allegation of fraud. Care Wisconsin will recoup all payments to the Provider for any services deemed fraudulent as a result of an investigation of any credible allegation of fraud.
- 22.3 Provider shall obtain Fraud, Waste and Abuse ("FWA") training and education and provide FWA training to its employees and subcontractors as appropriate. Health Plan and MCO shall make FWA training and education information available to Provider or provide it upon request.

## XXIII. MISCELLANEOUS

- 23.1 Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

- 23.2 Modifications. This Agreement constitutes the entire understanding between the parties hereto, and no changes, amendments, or alterations shall be effective unless agreed to in writing by both parties. Notice to or consent of Members shall not be required to effect any modifications to this Agreement.
- 23.3 Invalidity or Nonenforceability. The invalidity or non-enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.
- 23.4 Enforcement. This Agreement shall be interpreted in accordance with the laws of the state of Wisconsin. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in the County Court in which such suit is pending. This section is subject to Wisconsin Statute 788.02 to permit disputes to be resolved in accordance with Section X, except as otherwise specified herein.
- 23.5 Third Party Beneficiaries. Except as otherwise specified herein, nothing herein shall be construed as, or deemed to create, any rights or remedies to any third-party, including, but not limited to, any Members.
- 23.6 Neither Health Plan nor MCO will be required to use any specific amount of Provider's services.

IN WITNESS WHEREOF, the undersigned concur with the terms, conditions and understandings as set forth in this Agreement and have executed the Agreement as of the date and year first written above:

**CARE WISCONSIN FIRST, INC.**

**BERLIN SENIOR CENTER**

\_\_\_\_\_  
Susan Crowley  
Senior VP Government Services

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## APPENDIX A

### SERVICES AND COMPENSATION INCLUDED UNDER THIS AGREEMENT

Provider agrees to arrange for the provision of services to Members. The duties and responsibilities of Provider(s) are limited to the service(s) and reimbursed as indicated below:

| <b>Service</b>  | <b>Procedure /<br/>Revenue Code</b> | <b>Modifier</b> | <b>Unit</b>             | <b>Contract<br/>Rate</b> | <b>Additional<br/>Information</b> |
|---|-------------------------------------|-----------------|-------------------------|--------------------------|-----------------------------------|
| Nonemergency Transportation,<br>Wheelchair Van, <b>Medical</b> , Start<br>Vehicle                         | T2003                               | U1 RD           | Per One-<br>Way<br>Trip | \$10.00                  |                                   |
| Nonemergency Transportation,<br>Wheelchair Van, <b>Non-Medical</b> , Start<br>Vehicle                     | T2003                               | UA RI           | Per One-<br>Way<br>Trip | \$10.00                  |                                   |
| Nonemergency Transportation,<br>Excluding Wheelchair and Stretcher<br>Van, <b>Medical</b> , Start Vehicle | T2003                               | RD              | Per One-<br>Way<br>Trip | \$2.00                   |                                   |
| Nonemergency Transportation,<br>Excluding Wheelchair and Stretcher<br>Van, <b>Medical</b> , Start Vehicle | T2003                               | RI              | Per One-<br>Way<br>Trip | \$2.00                   |                                   |

## **APPENDIX B**

### **SCOPE OF SERVICES TRANSPORTATION**

Providers offering Care Wisconsin First, Inc. (CW) members Transportation services shall comply with all provisions for contracted, authorized, and provided Transportation.

#### **DEFINITION**

Transportation services are authorized trips or mileage which permits an individual to gain access to community services, activities and resources. This service may consist of tickets, or other fare medium or services where the provider directly conveys a participant and her or his attendant, if any, to destinations. Transportation services are intended to maintain or improve the participant's mobility in the community, increase independence and community participation and prevent institutionalization. Community should be broadly defined and should not be limited to the boundaries of any particular municipality.

#### **STANDARDS, TRAINING, AND COMPETENCY**

##### ***Standard***

Providers of transportation services shall meet requirements of any and all applicable licensing, certification, and city permits. Drivers shall have appropriate operator's license(s) from the Department of Transportation. Vehicles are to be mechanically sound, have properly functioning lighting, safety ventilation and braking systems, and properly inflated tires without excessive wear. Provider shall make available upon request maintenance logs for each vehicle. Vehicle maintenance shall provide manufacturer recommended maintenance at minimum.

Provider shall maintain adequate staffing, vehicles, routes and scheduling methods to meet the needs of members referred by CW. Provider shall establish expectations with employed or subcontracted drivers to take the shortest and most direct route.

##### ***Training***

Provider shall ensure that employees providing transportation services and coordination of services receive training in the following areas:

- Drivers shall be trained and competent in both the vehicle, proper use of member safety systems and the specific support needs of the individuals being transported.
- Drivers shall be trained on how to recognize and report vehicle maintenance needs, mechanical systems needed to operate the vehicle, lights, safety belts, tires, heaters, tie downs and lifts for wheel chair transportation.
- Drivers shall be trained to take the shortest and most direct route to the authorized destination.
- Provider agency's recording and reporting requirements for documentation of services, critical incident, behavioral supports and emergency protocol; handling of complaints and other procedures and information from the Provider deemed necessary to ensure the safe and appropriate provision of service.
- Training on the population being served.
- Training of rights and confidentiality (HIPAA) of individuals supported.
- Training of Prevention of Exploitation, Emotional, Verbal, Physical and Sexual Abuse.
- Training on interpersonal and communication skills and appropriate attitudes for working effectively with members. These include:
  - a. Cultural, linguistic and ethnic differences
  - b. Active listening

- c. How to respond with emotional support and empathy
- d. Ethics in dealing with members, family, and other providers
- e. Conflict Resolution
- f. Maintaining professional boundaries with members served

### ***Competency***

Provider shall ensure competency of individual employees performing transportation services to CW members. Competency shall include assurance of the general skills and abilities necessary to perform assigned tasks.

## **COLLABORATION AND COORDINATION OF CARE**

Through the use of the Resource Allocation Decision method (RAD), CW Interdisciplinary Team staff shall assess the member's needs and outcomes to determine the amount of transportation units to be authorized. Interdisciplinary Team staff shall exchange pertinent information with the provider at the time the referral is made to assure all health and safety needs are met during the provision of transportation services. This information exchange shall include the pick up and destination addresses, and the amount of authorized units as it relates to each transportation service.

Transportation Agency must have a method to identify if services are not able to be provided (member unavailable as scheduled, etc.). This should be included in documentation/reporting to the Interdisciplinary Team.

### ***Documentation***

Providers shall retain all transportation records for a period of seven years. Records are to include member name, pick up and destination location addresses and the units billed to provide each trip. CW retains the right to audit transportation services. Provider shall have a method of verifying that service is provided as assigned and scheduled.

## **BILLABLE UNITS**

Provider rate for provision of Transportation services will incorporate all administrative and business functions related to the provision of service. Contracted rates expect that the provision of administrative functions necessary for services are not billable beyond units provided to each authorized member.

Providers should reference Appendix A of the contract to determine the codes, units and rates as indicated in this agreement.

1. Only units of services directly related to the authorized member may be billed under this service.
2. Only one Provider agency is billable for the same service at the same time.
3. Provider administrative time related to business operations of services is not billable to CW. Provider agency staffing, training, orientation, and supervision are not billable units of service to authorized members. Performance of these and related business functions must be factored into Provider's rates.
4. Provider services must be authorized and provided under the requirements of this agreement as well as the service authorization to be billable to CW.
5. Appendix A in the CW Service Contract will specify which Transportation service CW is contracting with your organization.
6. Providers of Transportation services are specifically prohibited from billing fraudulently for additional services during the provision of the services.

## **CARE WISCONSIN FIRST, INC CONTRACT EXPECTATIONS FOR TRANSPORTATION PROVIDERS**

1. Transportation service providers will provide services as identified and authorized by CW Interdisciplinary Staff.
2. Transportation service providers may not limit or deny any CW member Transportation services due to dissatisfaction with their CW contracted rate.
3. All standards established for contracted providers apply to subcontracted providers whether a vehicle is owned by the provider or subcontractor. Please see Sections 3.2.3, 3.2.4, 6.2, 6.3, 8.6, 11.1, 13.4, and 22.3 of the Agreement for Services.
  - a. All documentation requirements apply to subcontractors
  - b. Requirements for shortest and most direct route apply to subcontractors
  - c. All background check and insurance requirements apply

DATE: June 8, 2017

TO: Mayor and Common Council

FROM: Jodie Olson

**RE: Vehicle Use Agreement with Disabilities Services**

BACKGROUND: At times there is a need for use of an additional vehicle by the Berlin Senior Center. Disability Services has vehicles that we can utilize on an as needed basis. In order to utilize these vehicles as needed, we need to have a formal agreement in place so our insurance company will cover the vehicles when city employees drive them.

RECOMMENDATION: Approve the Contractual Agreement on the Cooperative and Coordinated Use of Specialized Transit Vehicles with Disabilities Services Inc.



## CONTRACTUAL AGREEMENT ON THE COOPERATIVE AND COORDINATED USE OF SPECIALIZED TRANSIT VEHICLES

This Contractual Agreement on the Cooperative and Coordinated use of Specialized Transit Vehicles is made between Disabilities Services Inc., hereafter referred to as the Contractor, and Berlin Senior Center, hereafter referred to as the Contractee, on May 30, 2017. The terms of this contract shall be in effect indefinitely. Failure to comply with any part of this contract, or the provisions contained herein, by either party shall be considered due cause for termination of this contract. Any revisions to this contract must be agreed to by both parties, as evidenced by an addendum signed by the authorized representative of each party. This contract or any part thereof may be renegotiated in circumstances where changes are required by Federal Law or Regulations, State Law or Regulations, Court Orders or Actions or when both parties agree that a new contract would better meet their particular needs than the existing terms and conditions of this contract. This contract, or any part thereof, shall not be construed to supersede the lawful power or duties of either party.

I. VEHICLE(S) PROVIDED

1. The Contractor agrees to provide the Contractee with the following vehicle(s) for use under the terms and conditions of this contract:

| Vehicle | Passengers | Wheelchair Spaces | Type           |
|---------|------------|-------------------|----------------|
| 101     | 28         | 2                 | Bus CDL        |
| 111     | 4          | 1                 | Mini Van       |
| 112     | 10         | 1                 | Mini Bus       |
| 113     | 12         | 2                 | Medium Bus CDL |
| 114     | 10         | 1                 | Mini Bus       |
| 115     | 7          | 1                 | Mini Bus       |
| 116     | 10         | 1                 | Mini Bus       |
| 117     | 12         | 0                 | Mini Bus       |
| 118     | 12         | 0                 | Mini Bus       |
| 120     | 4          | 1                 | Mini Van       |

## II. HOURS AVAILABLE

2. The Contractor agrees to provide said vehicle(s) for use by the Contractee at the following times:

[illegible]

|           |  |  |  |  |  |  |
|-----------|--|--|--|--|--|--|
| Tuesday   | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. |
| Wednesday | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. |
| Thursday  | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. |
| Friday    | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. | Weekdays 9am-3pm<br>by appt as available,<br>evenings by appt. |
| Saturday  | Anytime by<br>appointment                                      | Anytime by<br>appointment                                      | Anytime by<br>appointment                                      | Anytime by<br>appointment                                      | Anytime by<br>appointment                                      | Anytime by<br>appointment                                      |

3. The Contractor shall retain the vehicle(s) for its primary use. Any conflicts pertaining to time of use shall (a) be awarded in favor of the Contractor, The incapacitation of the vehicle(s) while being used by the Contractee shall allow a Contractor's option to terminate contract. In all cases, the Contractee shall return vehicle(s) to the Contractor's place of business.
4. The Contractee shall notify the Contractor in writing and must secure written approval for additional use of the vehicle(s) at times other than those provided in this contract.

### III. REMUNERATION FOR USE

5. The Contractee agrees to pay the Contractor the sum of \$.75 per mile for every mile that the vehicle(s) is used under the terms and conditions of this contract (\$20.00 minimum per trip). This rate is subject to fix cost increases/decreases and the per mile rate adjusted accordingly by providing 10-day written notice to the Contractee by the Contractor. Contractee may terminate the agreement after receipt on any increase by providing written notice to the Contractor within 5 days of notice receipt.

The Contractor shall provide for the following expenses incurred by the Contractee during the operation and use of the vehicle(s) provided under the terms and conditions of this agreement:

|             |
|-------------|
| Gas         |
| Oil         |
| Maintenance |

The Contractee further agrees to reimburse the Contractor for any damage caused by the negligent use of the vehicle(s).

6. The Contractor shall submit billing to the Contractee on the 15th day of each month; and the Contractee will remit to the Contractor the full amount due by the last day of the following month as provided under the terms and conditions of this contract.
7. The Contractee shall not sublet, mortgage, pledge, sell, or otherwise encumber or dispose of the vehicle(s) provided under the terms and conditions of this contract.
8. The Contractee shall not remove, alter, or deface the license plates, titles, or identification tags of the vehicles provided under the terms and conditions of this contract.

DATE: June 13, 2017

TO: Mayor and Common Council

FROM: Susan Thom

RE: **ANNUAL LICENSES: 2017-2018 Class A Liquor and Beer Licenses, Class B Liquor and Beer Licenses, Tobacco Licenses, Amusement Device Licenses**

BACKGROUND: Businesses requesting liquor, tobacco and amusement devices licenses for license year 2017-2018 have submitted renewal applications. All requirements have been met except for delinquent taxes for Berlin Lanes LLC and Wolff's Den Bar, building inspection for City Inn and Paisano's Market, and fire inspection approval for City Inn, Wolff's Den Bar, Berlin Lanes LLC, Jeff's on the Square LLC and Berlin Family Restaurant.

RECOMMENDATION: Review annual license applications and grant licenses pending all requirements are met or deny licenses.

9. The Contractee shall insure that only properly trained and licensed individuals will operate the vehicle(s) provided under the terms and conditions of this contract. Contractee shall provide a list of the names of individuals authorized to operate vehicle(s) and secure written approval of authorized persons for operation of vehicle(s) from the Contractor.
10. The Contractee shall operate the vehicle(s) only on approved roads, and will not subject the vehicle(s) to use under such road conditions as may result in damage to the vehicle(s) provided under the terms and conditions of this contract.
11. The Contractee agrees to abide by the rules and regulations provided by the Federal Government, the Division of Motor Vehicles in the Wisconsin Department of Transportation, and similar regulating authorities in any state or country that the vehicle(s) is operated under the terms and conditions of the contract.
12. The Contractee agrees to keep such records as are required under the program which supplies the Contractor with the vehicle.
13. The Contractee shall ensure that all drivers operating vehicles listed in this agreement have insurance coverage under Berlin Senior Center.

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Contractor's Authorized Representative

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Date

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Contractee's Authorized Representative

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Date

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Witness

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Date

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Witness

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Date

**2017 - 2018 CLASS "A" & CLASS "B" BEER  
"CLASS A" & "CLASS B" INTOXICATING LIQUOR LICENSE APPLICATIONS**

Notice is hereby given that the following applications for licenses to deal in intoxicating liquor have been filed with the City Clerk of the City of Berlin, Wisconsin for the year ending June 30, 2018:

Eric Berndt, 119 N Pearl St Apt A, Berlin, Agent for Berlin Lanes, 119-123 North Pearl Street, Class "B" beer and "Class B" liquor license

Boomba's Ltd dba Clem's Bar, Theodore C. Bombinski, W1967 Dakota Avenue, Berlin, Agent for 223 Broadway, Class "B" beer and "Class B" liquor license

David Parker 405 LaFayette, Redgranite, Agent for 689 Broadway, City Inn Banquet Hall, Class "B" beer and "Class B" liquor license

Patricia D. Day, 9041 Timberlane Rd, Woodruff, Agent for Misty Inn, 221 Broadway, Class "B" beer and "Class B" liquor license

Lopez Restaurants LLC dba Las Brasas, Aidee Lopez, 312 Ripon Road St, Berlin, Agent for 215 Ripon Road, Class "B" beer and "Class B" liquor license

Bellissimo LLC dba Bellissimo; Faruk Dzelil, 1047 New Haven Ave, Fond du lac, Agent for 103 West Huron Street, Class "B" beer and "Class B" liquor license

Teresa Simonis, 145 Jackson St, Berlin, Agent for Wolff's Den Bar, 122 East Huron Street, Berlin, Class "B" beer and "Class B" liquor license

Wayne Wesner, N499-36th Court, Berlin; Agent for Bucky's for 115 West Huron Street, Class "B" beer and "Class B" liquor license

Veterans of Foreign Wars, Richard Bartol, W769 Klondike Rd, Berlin, Agent for Wells Krause Post 2925, 420 North Wisconsin Street, Class "B" beer and "Class B" liquor license

Jeff's on the Square LLC, Jeffery M. Bending, 535 Van Horn Street, Berlin, Agent for 116 North Capron Street, Class "B" beer and "Class B" liquor license

Berlin Family Restaurant Inc., Ajshe Jecevicus N470 County Road XX, Berlin, Agent for 186 Broadway, Class "B" beer and "Class B" liquor license

Mark R. Vandre, 114A North Capron Street, Berlin, Agent for The Rendezvous, 114 North Capron Street, Class "B" beer and "Class B" liquor license

Cheema & Cheema LLC, Inderjeet Cheema, 538 Ann Court, Berlin, Agent for Malchetske's on Broadway, 265 Broadway, Class "A" beer and "Class A" liquor license

Wal-Mart Stores East, LP, Todd Janzen 479 Center Street, Berlin, Agent for Wal-Mart Store 1727, 861 County Rd F, Class "A" beer and "Class A" liquor license

Dolgencorp, LLC, Dan Kvistad, W7120 W. South Shore Drive, Pardeeville, Agent for Dollar General Store #6966, 289 South Church Street, Berlin, Class "A" beer and "Class A" liquor license

Berlin Oil Products, Inc., Kim Lehr, W3806 County F, Redgranite, Agent for Berlin Oil/Shell on Broadway, 703 Broadway, Class "A" beer license and "Class A" liquor license

Kwik Trip, Inc., Andrew J. Tessaro, 121 Park Lane, Berlin, Agent for Kwik Trip #777, 270 Broadway, Class "A" beer license and "Class A" liquor license

Condon Oil Company, Kraig Bauman, 434 Stonehedge Court, Ripon, Agent for Berlin BP, 247 Ripon Road, Class "A" beer license and Class "A" liquor (Cider only)

Paisano's Market, LLC, Jose L Fueutes, 199 Mound Street, Berlin, Agent for Paisano's Market, 303 North Washington, "Class B" beer license

Jodie K. Olson, City Clerk

Publish: May 25, 2017

## **AMUSEMENT DEVICE LICENSES FOR JULY 1, 2017 – JUNE 30, 2018**

1. Berlin Lanes, Eric Berndt, 119 – 123 N. Pearl Street
2. Berlin Family Restaurant Inc, Ajshe Jecevicus, 186 Broadway
3. Bucky's, Wayne Wesner, 115 W. Huron Street
4. City Inn Banquet Hall, David Parker, 689 Broadway
5. Clem's Bar, Theodore Bombinski, 223 Broadway
6. Las Brasas, Aidee Lopez, 215 Ripon Rd
7. Misty Inn, Patricia Day, 221 Broadway
8. The Rendezvous, Mark Vandre, 114 N. Capron Street
9. Wolff's Den Bar, Teresa V. Simonis, 122 E. Huron Street

## **CIGARETTE LICENSE APPICATIONS FOR JULY 1, 2017 – JUNE 30, 2018**

1. Condon Oil Company, Berlin BP, Kraig Bauman, agent, 247 Ripon Road
2. Berlin Oil Products, Berlin Oil Shell, Kim Lehr, agent 703 Broadway
3. Dolgencorp LLC, Dollar General Store 6966, Dan Kvistad, 289 S. Church St.
4. Kwik Trip, Inc. Kwik Trip #777, Andrew Tessaro, agent, 270 Broadway
5. Cheema & Cheema LLC, Malchetske's on Broadway, Inderjeet Cheema, 265 Broadway
6. Wal-Mart Stores East, LP Wal-Mart Supercenter #1727, Todd Janzen 861 Country Rd F