

****All present are expected to conduct themselves in accordance with the City's Core Values****



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of the:	PUBLIC HEALTH & SAFETY COMMITTEE
Date/Time:	Monday, January 18, 2021 @ 5:15 pm
Location:	City Hall (407 Grant Street) - Council Chambers
Members:	Lisa Rasmussen, Dawn Herbst, Becky McElhaney, Pat Peckham, Jim Wadinski

AGENDA ITEMS FOR CONSIDERATION / ACTION

- 1 Minutes of previous meetings (12/21/20)
 - 2 Consider approval or denial of various license applications.
 - 3 Discussion and possible action on the prohibition of possession of firearms and weapons at polling places
 - 4 Discussion and possible action on approval of agreement between the City of Wausau and Marathon County approving "Level B Hazardous Materials Response Agreement" (appointing City/Wausau Fire Department as local emergency response team County-wide).
 - 5 Discussion and possible action regarding COVID-19 related mask requirement city wide.
 - 6 Discussion and possible action recommending adoption of a City resolution in opposition to new, proposed state legislation allowing the sale of "cocktails-to-go."
 - 7 Operations Report from Fire Department for December 2020
 - 8 Tavern Activities / Compliance Checks / Law Enforcement Activities
 - 9 Communications
- Adjourn

Lisa Rasmussen, Chairperson

***Due to the COVID-19 pandemic, this meeting is being held in person and via teleconference. Members of the media and the public may attend in person, subject to the social distancing rules of maintaining at least 6 feet apart from other individuals, or by calling 1-408-418-9388. The Access Code is: 146 256 4530 The Password is: wQNGGdm626**

Individuals appearing in person will either be seated in the Council Chambers or an overflow room, subject to the social distancing rules. Space available will be on a first come, first served basis. All public participants' phones will be muted during the meeting. Members of the public who do not wish to appear in person may view the meeting live over the internet on the City of Wausau's YouTube Channel <http://www.tinyurl.com/WAAMedia>, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail leslie.kremer@ci.wausau.wi.us with "PH&S public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and faxed to the Daily Herald newsroom on 01/15/21 @ 3:00 PM

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6590 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, December 21, 2020, at 5:15 pm, (Council Chambers)

Members Present: Rasmussen, Herbst, Peckham, Wadinski, McElhaney

Others Present: Alfonso, Bliven, Kremer, Barteck, Rosenberg

Minutes of previous meetings. (11/16/20)

Motion by Peckham, second by Herbst to approve the minutes of the 11/16/20 meeting. Motion carried 5-0.

Consider approval or denial of various license applications.

Rasmussen indicated there was a denial recommendation for James Lake for Public Transport Driver License.

James Lake, 325 ½ N 1st Ave, addressed the committee stating he was being denied for a crime that was “read in” 27 years ago and for which he was not actually convicted. He noted he was approved for Public Transport License 10 years ago in the City of Wausau and has been approved for a license recently in Stevens Point. He stated he needs the job to pay his bills because jobs were hard to find due to Covid. He asked for a license until the expiration in June in order to prove himself.

Chief Bliven stated when Mr. Lake’s record was reviewed he was out of the office and a different person reviewed it and made the recommendation for denial. He noted they don’t typically recommend denial for read in charges, however, based on the 2018 and 2019 denials he felt it was likely he would agree with the recommendation. He suggested the committee hold off on taking action on this license and he would review the record. Rasmussen indicated they would defer action on the application to the January meeting.

Rasmussen stated there was a denial recommendation for Jill Kreitzer for an Operator’s License. It was noted Ms. Kreitzer was not present to appeal.

Motion by Wadinski, second by McElhaney to approve or deny licenses as recommended by staff, with the exception of James Lake to be brought back to the January meeting. Motion carried 5-0.

Discussion and possible action concerning suspension of W.M.C. s.5.64.036 Drive-Up Sales relating to City liquor license holders

Rasmussen stated grocery store owners have requested a temporary provision to allow drive-up sales of alcohol along with grocery orders. She noted there were temporary provisions over the summer for restaurants allowing drive-up sales of closed containers with food orders.

Rasmussen indicated Tara Alfonso prepared a draft ordinance that has provisions that we can amend or approve as written. It allows for drive-up sales between 8AM – 8PM; orders after 2PM can’t be picked up until the following day; the sale would have to be accompanied by a \$15 food purchase, making the alcohol transaction a secondary purpose; a license operator must perform the sale; and if the purchaser is not the driver of the vehicle, the driver must be at least age 21.

Alfonso explained some of these restrictions included in the ordinance were things she saw in other communities that have allowed click & collect sales. She noted Deputy Chief Matt Barnes didn’t think we needed to be as strict from a law enforcement perspective. She questioned how long they would like this to be in effect so that it automatically sunsets, because the committee previously voted to prohibit these sales at the recommendation of the AODA Partnership. She pointed out this ordinance only applies to grocery stores and restaurants. *Discussion followed.*

Peckham suggested removing the provision that orders made after 2PM cannot be picked up until the next day and let the business decide how much time they want to require of a customer order. He also questioned the purpose of the four hour waiting period between the time of order and pickup. Rasmussen indicated Deputy Barnes had suggested enabling the provision to run the same hours as the retail business can legally sell alcohol, but the business can decide if they want earlier deadlines.

McElhaney agreed the 8AM - 8PM time period should be removed and that the four hour waiting period did not make sense. She understood the reasoning for the \$15 of food was to keep alcohol from being the primary sale, but it may be cumbersome for the establishments. Rasmussen stated they could eliminate the dollar total and just state it must be purchased in combination with a food order.

Rasmussen suggested removing the provision about “payment for the order cannot be consummated...” to state “the alcohol sale shall not be consummated and product delivered” until the seller has been able to verify the ID of the pick-up driver. She suggested having the ordinance sunset with the expiration of the liquor license on June 30, 2021 so that it is removed with the start of the 2021-2022 license year on July 1st.

Motion by Herbst, second by McElhaney to approve the ordinance with the following changes: remove ~~(i) Pick up hours are limited to 8:00 a.m. to 8:00 p.m. Orders placed after 2:00 p.m. may not be picked up until the following day;~~ and remove ~~(ii) There shall be a minimum 4 hour waiting period between the time of order and pick up time;~~ (iii) No drive-up or curbside alcohol sale shall occur unless also accompanied by a food order totaling at least \$15.00; and change language to (vi) The alcohol sale cannot be consummated and product delivered until the purchaser or driver is at the licensed premises and identification and age has been verified; and to delegate the approval to staff once the criteria has been met with an automatic sunset of June 30, 2021. Motion carried 5-0.

Update - Discussion and possible action on public education efforts surrounding use of facial coverings to reduce spread of Covid-19, and discussion of alternatives for mask access by citizens in need

Mayor Rosenberg stated she has been working on a video campaign and a social media newsletter. She indicated they are working on a couple of concepts which should be coming out mid-January.

Operations Report from Fire Department for October - November 2020

No Discussion, placed on file.

Tavern Activities / Compliance Checks / Law Enforcement Activities

Chief Bliven presented the Tavern Report from November 1, 2020 through November 30, 2020. (*See attached*)

Chief Bliven indicated that he and Todd Baeten had a discussion with Sharon Kingston, owner of Aftershock to talk about the issues that have been occurring there. He felt it was less of an issue of the layout of the property and the lighting, as much as it was a disagreement between neighbors. An officer with training in environmental design was sent over to look at it and his report recommends a barrier be put up on the southeast part of the property between the neighbors and the bar door. The officer also made the comment that it is up to the ownership of the establishment to make sure that they are monitoring what is going on in the parking lot and how customers are behaving. There was also a concern that the owner and the neighbor do not get along very well.

Rasmussen indicated she was getting complaints from three or four homes, not just the one neighbor. She commented previous owners did not tolerate the behaviors from their patrons at that location. Chief Bliven stated there will be a law enforcement presence there in order to curb some of that behavior and the owner was informed that demerit points could be assessed if it continues to be a problem. *Discussion followed.*

Communications

None

Adjourn

Motion by Wadinski, second by Herbst to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 6:00 pm.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

January 18, 2021 Meeting

AGENDA ITEM # 2

Approve or deny various licenses as indicated on the attached summary report of all applications received.

ADDITIONAL INFORMATION

Applications as listed have or will have a background check run by staff and reviewed by the Police Chief or his designee. Applications marked pending will have a status update at the meeting. In accordance with city ordinance, **all permits approved are held for debts owed to the city until the debt is paid in full.**

1. **Denial Recommendation** for Public Transport Driver License for **Philip McClure**: Numerous misdemeanor and felony drug convictions, most recently in 2015; current pending domestic charge including battery, disorderly conduct and strangulation. Strangulation and battery are exempt offenses.
2. Action on the **denial recommendation** for Public Transport Driver License for **James Lake** was deferred to this meeting for review of the record. Chief Bliven reviewed the information and is standing with the denial due to: Felony convictions and domestic battery; as well as child sexual assault charges read into the record.
3. **Class A Beer & Liquor License** application from WGC Operations, LLC, dba as "Bunkers at the Tower," owner is Dan Maas, who also holds a Class B license for Bunkers/Tribute Golf Course. Bunkers has a suite at the Dudley Tower where they are selling carryout food and would like to make available carryout packages of beer and wine. They have also requested a Provisional Retail License to begin sales until Council approval in February.
4. **Class B Beer & Liquor License** application for Jefferson Street Inn Rental Pool LLP, dba as Jefferson Street Inn, will be considered by Liquor License Review Subcommittee prior to this meeting.

STAFF RECOMMENDATION

Approve or deny as indicated on the summary report including those that may be introduced at the meeting. Please let me know if you have any question regarding any license applications listed.

Mary Goede, Deputy Clerk

Date of Report: January 15, 2021

(715) 261-6621



PHS Date 01/18/2021

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
146507	9010 - Bartender/Operator New	GROSNICK, SHANNON	531 WEST ST WAUSAU WI 54401		LABOR TEMPLE	12/13/2020	06/30/2021	Yes		
147702	9061 - Class A Beer & Liquor	MAAS, DANIEL	240581 SUNRISE RD WAUSAU WI 54403		BUNKERS AT THE TOWER	01/15/2021	06/30/2021			
147775	9064 - Class B Beer & Liquor	ROGERS, REBECCA	2674 N PARK LN #205 FITCHBURG WI 53711		JEFFERSON STREET INN					
147555	9069 - Temporary Class B Retailer (Picnic)	,	PO BOX 388 WAUSAU WI 54402		VFW BURNS POST 388					
146978	9080 - Public Transport Driver New	HENDRY, CHRISTOPHER	718 WASHINGTON ST WAUSAU WI 54403		NORTHWOODS CAB	12/18/2020	06/30/2021	Yes		
139681	9080 - Public Transport Driver New	LAKE, JAMES	325 1/2 N 3RD AVE WAUSAU WI 54401		NORTHWOODS CAB LLC	11/13/2020	06/30/2021	No		
147102	9080 - Public Transport Driver New	LONGSINE, JACOB	325 N 3RD AVE WAUSAU WI 54401		NORTHWOODS CAB LLC	12/21/2020	06/30/2021	Yes		
147293	9080 - Public Transport Driver New	MCCLURE, PHILIP	500 N 4TH ST COLBY WI 54421		NORTHWOODS CAB LLC	01/04/2021	06/30/2021	No		

Total Licenses



SAFE ELECTIONS TASK FORCE

Date and Time: Wednesday, November 11, 2020 at 5:15 p.m. (City Hall Park)

Members Present: Kremer, Gordon, McElhaney, Rasmussen, Rotter, Mayor Rosenberg

Others Present: WSAU News, Gordy Schultz, Chris Barr, WAOW News

1. Call the Meeting to Order/Approve minutes

Chairman Gordon called the meeting to order at 5:15. A motion to approve the minutes was made by Rasmussen and seconded by Kremer. Motion passed unanimously.

2. Election Recap – Kremer

The first drive-thru voting was well attended and went smoothly. Kremer and Mayor received positive feedback. They had five high school students that helped. Leslie reported that they have secured \$50,000 from the Center for Tech and Civic Life. \$10,000 of that will go towards the drive-thru voting next election. Feedback was provided from residents that she would like to share: 1) Provide more lighting since it was dark in the evening on Friday, 2) Spread the voting out over a week day in addition to a full weekend (?) and 3) Have walkie-talkies for better communication with the Clerk's Office. For the most part, everyone did a great job. DPW crew did an excellent job on the traffic control. All went very well for the first time. Chairman would like to see this happen again for major elections. It will become more and more popular. Rasmussen added that if we can offer this when we have multiple elections, she feels it would be a great option.

Kremer then spoke about Election Day. The majority of voters and all poll workers wore masks. The City had over 1300 new registrations. The polling sites were set up very well. We finished all of our counts before midnight and that was a huge achievement. The success of having the central count at city hall for absentee ballots made everything more efficient.

3. Guns at Polling Sites

Mayor reminded everyone that she made an executive order before elections to not allow guns at polling sites. Poll workers were concerned about their safety and voter intimidation. Mayor only did this for this election and would like to see this for future elections as a best practice. Rasmussen indicated that emotions were running high during this election and therefore that proclamation was well founded. A weapon ban is currently in place at city hall. When past polling sites were at schools, this policy went without saying. Now we've moved our polling sites to various churches and other facilities and perhaps a policy like this should be in place. Managing all polling sites the same way should take place. Churches may already have their own policies but it's a practical, reasonable approach for the safety of all voters and poll workers to have this policy. As a task force, we should make a Weapons Prohibited at Polling Sites recommendation. This recommendation should either go directly to the city council or to the Public Health and Safety Committee. The task force agrees that the weapons ban should be consistent across the board – not allowed in any public building. Some churches allow conceal carry due to the fact that they have members who are police officers, and the church knows who they are.

A motion was made by McElhaney to ban weapons and firearms at all polling sites consistent with how we deal with it at city hall. A “Whereas Clause” could be added that indicates this is due to the fact that a polling site becomes an extension of government when an election is taking place. Rasmussen seconded this motion. Rasmussen suggested that the Attorney’s office look back at the weapons ban we implemented at city hall and perhaps match the verbiage with this recommendation. Mayor suggested this go before the Public Health and Safety committee first and then on to City Council since that was the process for the city hall weapons ban. Motion passed unanimously. This will go on the Public Health and Safety Committee’s December meeting agenda.

Chairman Gordon called the meeting adjourned at 5:37 p.m.

DRAFT

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE PUBLIC HEALTH AND SAFETY COMMITTEE

Approving the Prohibition of Possession of Firearms and Weapons at Polling Places

Committee Action:

Fiscal Impact: None

File Number: _____ **Date Introduced:** January 26, 2021

FISCAL IMPACT SUMMARY

COSTS	<i>Budget Neutral</i>	Yes ☒ No ☐	
	<i>Included in Budget:</i>	Yes ☐ No ☐	<i>Budget Source:</i>
	<i>One-time Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Recurring Costs:</i>	Yes ☐ No ☐	<i>Amount:</i>
SOURCE	<i>Fee Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Grant Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>Debt Financed:</i>	Yes ☐ No ☐	<i>Amount</i> <i>Annual Retirement</i>
	<i>TID Financed:</i>	Yes ☐ No ☐	<i>Amount:</i>
	<i>TID Source: Increment Revenue</i> ☐ <i>Debt</i> ☐ <i>Funds on Hand</i> ☐ <i>Interfund Loan</i> ☐		

RESOLUTION

WHEREAS, on the 29th day of October, 2020, Mayor Rosenberg proclaimed a State of Emergency pursuant to Wis. Stat. §§323.11 and 323.14(4)(b) (“Proclamation”) which remains in effect; and

WHEREAS, on the 30th day of October, 2020, Mayor Rosenberg issued Executive Declaration No. 7, pursuant to that Proclamation, declaring among other things, that persons were prohibited from entering or remaining in any location occupied by the City on Tuesday, November 3, 2020, as a polling place for the Presidential Election while possessing or carrying a firearm or weapon, which remained in effect through the November 3, 2020 election; and

WHEREAS, your Safe Elections Task Force met on November 11, 2020, and recommended that weapons and firearms be banned at all polling sites consistent with how they are dealt with at City Hall; and

WHEREAS, there are two elections scheduled for 2021 – the Spring Primary and Spring Election on February 6 and April 6, 2021, respectively; and

WHEREAS, local regulation of weapons is pre-empted by Wis. Stat. §66.0409(2), unless the ordinance or resolution is the same as or similar to, and no more stringent than, a state statute regulating same; and

WHEREAS, Wisconsin does not expressly prevent the carry of weaponry in polling places unless certain factors are met, and its only universal prohibition of weapons in a certain class of facilities relates to K-12 schools; and currently, because the City's five polling places consist of a county-owned building, a federally-owned armory, and three private churches, which may change at any time in the future, it is necessary for the prohibition of possession of firearms and weapons at polling places for the City to prohibit the same in otherwise unrestricted locations used by the City of Wausau, pursuant to the special event provisions of the trespass to land statute, Wis. Stat. §943.13(1m)(c)3; and

WHEREAS, Wausau Municipal Code Section 9.08.030 restricts firearms and weapons where prohibited and further makes it unlawful for any person other than a law enforcement officer to enter any building, facility, or location open to the public that is restricted by state law or posted as a no firearms or concealed weapons location while possessing, carrying, or concealing a firearm or weapon, whether with or without a state permit (sub. c); and

WHEREAS, the City has the authority to limit the possession of weapons in public buildings, including firearms pursuant to Wis. Stat. §§941.235 and 943.13(1m), and the City desires to exercise that authority in order to promote public safety and the orderly administration of elections.

NOW, THEREFORE, BE IT RESOLVED that the possession of weapons, including firearms, is hereby prohibited at all polling locations within the City of Wausau; and

BE IT FURTHER RESOLVED that:

- Polling locations have designated entrances to and from the voting location that are locked when the polls are not open to the public;
- Signs at least eight and one-half (8-1/2) inches by eleven (11) inches in size shall be posted in a prominent place at the entrances to all polling places, providing notice that no firearms or weapons are permitted on the property while the polls are open;
- This restriction shall not apply to a designated parking area/facility if the firearm remains in the vehicle.

Approved:

Katie Rosenberg, Mayor

LEVEL B HAZARDOUS MATERIALS RESPONSE AGREEMENT

This Agreement is made between Marathon County, Wisconsin ("County"), located at 500 Forest Street, Wausau WI 54403, and City of Wausau, Wisconsin ("City"), located at 407 Grant Street, Wausau, WI 54403, for the purpose of codifying the County's Hazardous Materials Response Agreement with the City.

I. Parties

- a. **County.** County is a political subdivision of the State of Wisconsin, established pursuant to §§ 2.01(34), 2.01(35), and 2.01(37) of the Wisconsin Statutes, and doing business as a quasi-municipal corporation pursuant to Wis. Stat. § 59.01.
- b. **City.** City is a municipal corporation of the State of Wisconsin located within Marathon County.

II. Identification of Local Emergency Response Team

Pursuant to Wis. Stat. § 323.61(2m) (e), County may identify a local emergency response team that is capable of responding to a Level B release of hazardous materials that occurs at any place in the County and whose members meet the standards for hazardous materials technicians in 29 CFR 1910.120 (q) (6) (iii) and National Fire Protection Association standards 471 and 472.

City has developed an effective hazardous materials response capability by investing into operating guidelines, vehicles, equipment, and supplies. Specifically, the Wausau Fire Department has over twenty years' experience in hazardous materials response with its members being trained pursuant to the 29 CFR 1910 (q)(6)(iii) and National Fire Protection Association standards 471 and 472.

III. Agreement

- a. **Purpose.** City and County have expressed mutual interest in the establishment of an agreement through which the City will provide response to Level B hazardous material or substance releases that may occur within Marathon County, Wisconsin, and which will facilitate and encourage use of shared facilities, vehicles and equipment, in accordance with Wis. Stat. §66.0301.
- b. **Term.** The term of this agreement will be three (3) years beginning and ending as set forth in section XVI.
- c. **Services to be provided by the Wausau Fire Department.** The City is designated as, and agrees to perform, the responsibilities of the local emergency response team pursuant to Wis. Stat. §323.61(2m)(e) and will provide the following services:
 - i. *Level B hazardous materials response.* When a Level B hazardous materials response is requested by a local incident commander, the City shall provide

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an appropriate Level B response within the County safely and effectively, according to the terms and conditions contained herein and pursuant to Fire Department protocols. The number of trained personnel from the City responding to such request shall depend upon existing limitations regarding personnel and equipment at the time of the request. Operational support of the hazardous materials response team shall be the responsibility of the jurisdictional authority incident commander.

- ii. *Out-of-city response, costs.* In the event of a Level B response outside the city limits of Wausau but within Marathon County, the party responsible for the release shall be invoiced under the same criteria as applied to an incident in the City for all costs incurred, including, but not limited to, staff time, apparatus time and items depleted during mitigation.
- iii. *Equipment.* The City shall provide, to the extent of its resource capability, all tools and equipment necessary to attempt to identify, confine and control the hazardous material, whether it is released or has potential for release into the environment. City makes no representation to third parties with regard to the ultimate outcome of the hazardous materials service to be provided, but City will respond to the best of its ability.
- iv. *Guidance to Fire Chiefs and Departments.* The City shall keep all Fire Chiefs located in Marathon County informed regarding the availability and capability of the Level B team.

The City shall provide written guidance to all fire departments within the County as to how to obtain the services of the hazardous materials response team and the information to provide in order to achieve an effective response.

- v. *Availability of team and equipment.* The hazardous materials team and equipment shall be made available for County-sponsored tabletop, functional or full-scale hazardous materials response exercise, unless said team and equipment are being utilized in a response or call for services.

The City's on-duty hazardous materials team members shall provide hazardous materials product information on request to law enforcement agencies and fire departments within the County.

- vi. *Response reports.* The Wausau Fire Department shall complete and submit incident reports associated with a hazardous materials response and provide to the Marathon County Emergency Management Director a copy of the report. This includes responses inside the city limits of the City and within the County.
- vii. *Post-incident review.* The hazardous materials team supervisor shall

participate in any post-incident review as scheduled by the authority having jurisdiction over the incident.

d. Services to be provided by County.

- i. *Off-site facility plans.* The Marathon County Emergency Management Department will provide Off-Site facility plans to the Wausau Fire Department Hazardous Materials Team.
- ii. *Storage.* The Emergency Management Office will facilitate storage of two trailers that will be maintained and used by the Wausau Fire Department Hazardous Materials Team.
- iii. *Emergency Management.* The Emergency Management Director will support and participate in the preparedness and response efforts as needed.

IV. Compensation for Hazardous Materials Service

In exchange for the services provided by City as outlined above, Marathon County will:

1. Annually pay \$20,000.00 to the City of Wausau, to be paid no later than December 31 of each calendar year.
2. Pay the cost share of the Emergency Planning Grant described in Wisconsin Statute Chapter 323.61.
3. Provide access to its current inventory of supplies, equipment, vehicles, and trailers.
4. Provide storage and parking space for hazardous materials response supplies, equipment, vehicles and trailers.

V. Invoicing

The City of Wausau will invoice the party or parties responsible for a spill for all costs incurred, including, but not limited to, staff time, apparatus time and items depleted during operations.

VI. Risk Allocation

- a. **Immunity.** Both parties are governmental entities entitled to governmental immunity under law including Wis. Stat. §893.80.
- b. **Civil liability exemption; hazardous material and local emergency response team.** Under Wis. Stat. §895.483(2) a local emergency response team, a member of such a team and the county, city, village, or town that contracts to provide the emergency response team to the county are immune from civil liability for acts or omissions related to carrying out responsibilities pursuant to a designation under Wis. Stat. 323.62(2m)(e).
- c. **Statutory civil immunity.** Under Wis. Stat. §895.4802 a person is immune from

civil liability for his or her good faith acts or omissions related to assistance or advice which the person provides relating to an emergency or a potential emergency regarding either of the following:

- i. Mitigating or attempting to mitigate the effects of an actual or threatened discharge of a hazardous substance.
- ii. Preventing or cleaning up or attempting to prevent or clean up an actual or threatened discharge of a hazardous substance.

The parties acknowledge that the immunity under Wis. Stat. § 895.4802 does not extend to any act or omission that constitutes gross negligence or involves reckless, wanton, or intentional misconduct. City agrees to release, indemnify, defend, and hold harmless County against any and all judgments, damages, debts, actions, and/or causes of action that occur, or are alleged to occur, based upon the gross negligence or reckless, wanton, or intentional misconduct of City, or an agent, officer, employee, or official of City. County agrees to release, indemnify, defend, and hold harmless City against any and all judgments, damages, debts, actions, and/or causes of action that occur, or are alleged to occur, based upon the gross negligence or reckless, wanton, or intentional misconduct of County, or an agent, officer, employee, or official of County.

- d. Nothing contained in this agreement shall waive the rights and defenses to which each party may be entitled under law, including but not limited to all of the immunities, limitations, and defenses set forth in any of the provisions of Wisconsin law set forth in this section, any subsequent amendments thereto, or any other provision that may be applicable regardless of whether specifically set forth herein.

VII. Insurance

As a condition of this agreement, City shall maintain the following:

1. ~~The City maintains a~~ self-insurance program with respect to worker's compensation insurance.

Marathon County employees engaged in work under this agreement shall remain employees of the County for the purpose of workers compensation and employee claims.

City of Wausau employees engaged in work under this agreement shall remain employees of the City for the purposes of workers compensation and employee claims.

2. General liability, auto liability and property damage insurance. City shall secure and maintain in force throughout the duration of this contract such General Liability, Professional Liability (if necessary) and Property Damage Insurance as shall protect itself and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property

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Commented [A4]: Michael, I am fine with the first sentence. The highlighted part, however, I still would not want to see the City indemnify the County. My thoughts are this: the City is taking on this function as a benefit to all citizens; the City doesn't want to take on the expenses of the County's defense...if there was gross negligence or intentional misconduct, etc., the County would be able to get out of any litigation quickly I would imagine; the County (like the City) has good in house legal staff who should be able to protect its interests in obtaining an early dismissal of any case against it in those circumstances.

Commented [A5R4]: I had a chance to speak with Phil on this, and we both would like to see a mutual indemnification in some form in this agreement. I can understand where you are coming from on this, but I think the way the language is drafted right now creates a very limited mutual indemnity that would seem appropriate given that we're discussing hazardous materials. Additionally, while the service is provided by the City, there are aspects of the mutual cooperation in this agreement that the County undertakes (storage, off-site facility planning, and support and direction from the Emergency Management department) that I think would necessitate some form of mutual indemnification language. If there is a tweak to the language that you would propose I would be happy to review, but I don't think we would be comfortable executing this without any indemnification language going both ways.

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damage, which may arise from operations under this contract, whether such operations be by City or by any subcontractor or by anyone directly or indirectly employed by either of them. The amount of such insurance shall be as follows:

- a. The minimum coverage required shall be in the amount of \$5,000,000.00 in aggregate for bodily injury and property damage.

City shall provide to County an insurance certificate(s) indicating the foregoing coverage, countersigned by an insurer licensed to do business in the State of Wisconsin, annually.

City shall not be covered under the County's Worker's Compensation and General Liability policies.

VIII. Cancellation/Termination

a. Nonappropriation of funds. Marathon County reserves the right to cancel this agreement in whole or in part without penalty due to nonappropriation of funds.

b. Early Termination. ~~Termination of this agreement prior to its expiration may occur by either party for any reason by that party serving only by written notice from the terminating party to the other party. Termination prior to the expiration of this agreement may only occur in the same calendar year that termination is requested if calendar year by either the requesting party providing provides written notice to the other party prior to November 1st of that year.~~

IX. Notices

Notices required or deemed advisable under this Agreement shall be made in writing and delivered personally or by email upon the County to the county administrator; and upon the City to the Fire Chief, or to such other officer or location as designated in writing.

X. Assignment

No right or duty in whole or in part under this contract may be assigned or delegated without the prior written consent of both parties.

XI. Independent Contractor

The parties hereto agree that City, its officers, agents and employees, in the performance of this Contract, shall act in the capacity of an independent contractor and not as an officer, employee or agent of Marathon County. The City shall not be entitled to any of the rights, benefits, salaries, wages or fringe benefits which employees of Marathon County are eligible to receive. No federal, state, or local taxes or social security deductions or contributions shall be made by Marathon County on behalf of the City. Neither Marathon County nor City will represent itself as the agent or legal representative of the other or as partner or joint ventures for any purpose whatsoever, and neither shall have any right to create or assume any obligation of any kind, express or implied, for

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Commented [A6]: I'm not sure I understand this. Agreement expires in 3 years...is there an early termination provision? For any reason by either party?

Commented [A7]: "shall"? Any party can always ask for a review or amendment to a contract.

Commented [A8]: Should we make it clear here that this is a "for any reason" thing? I am guessing that is what you are looking for? "Termination of this agreement prior to the expiration may occur by either party for any reason by serving written notice from the terminating party."

or on behalf of the other in any way whatsoever. Furthermore, City agrees to take such steps as are necessary to ensure that each of its subcontractors, if any, will not be considered to be an agent, servant, joint venture with, or partner of, Marathon County.

The City has no authority to incur any obligation for or on behalf of the County. No federal, state or local taxes or social security deductions or contributions shall be made by the County on behalf of the City. Likewise, the County has no authority to incur any obligation for or on behalf of the City.

XII. No Third Party Beneficiary

Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability to or standard of care in reference to any third party. This Agreement shall not confer any right or remedy upon any person other than the City and County. This Agreement shall not release or discharge any obligation or liability of any third party to the City and the County.

XIII. Waiver of Breach

No waiver of any breach of this Agreement shall be held to be a waiver of any other or any subsequent breaches. All remedies afforded in this Agreement shall be considered to be cumulative and in addition to any other remedies provided by law.

XIV. Dispute Resolution

If a dispute related to this agreement arises, the disputing party shall notify the other party of such a dispute in writing and with sufficient particularity to fully identify the dispute. If the dispute has resulted from a breach of this agreement by the party to be notified, such notification should state the alleged breach and the provision of this agreement which is allegedly breached. All parties shall attempt to resolve the dispute through direct discussions and negotiations. Unless otherwise agreed, the parties shall continue to perform according to the terms and conditions of this agreement during the pendency of any dispute resolution process.

XV. Modifications

This Agreement may only be modified in writing, with the modification signed by both parties.

XVI. Initial Term

This Agreement shall be for a period of three (3) years commencing January 1, 2021 through December 31, 2023.

XVII. Integration of agreement

The entire agreement of the parties is contained herein, and this Agreement supersedes all previous

agreements, whether written or oral and all negotiations as well as any previous agreements presently in effect between the City and the County relating to the subject matter.

XVIII. Headings

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

XIX. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

XX. Choice of law

This Agreement shall be governed by and construed under the laws of the State of Wisconsin and venue for any legal action between the parties shall be in the Marathon County Circuit Court.

Both parties hereto having read and understood the entirety of this Agreement hereby affix their duly authorized signatures.

MARATHON COUNTY BY:

Lance Leonhard, Administrator
Marathon County

Date

CITY OF WAUSAU BY:

Katie Rosenberg, Mayor
City of Wausau

Date



Office of the City Attorney

TEL: (715) 261-6590

FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tara G. Alfonso
Assistant City Attorney

Nathan Miller
Assistant City Attorney

STAFF MEMO

TO: Members of the Public Health and Safety Committee
Members of the Common Council

FROM: Anne Jacobson, City Attorney

RE: Approving Resolution related to COVID-19 Related Mask Requirement City Wide

DATE: January 14, 2021

To simplify the language of the Resolution, the following actions have occurred at each level of government:

State

Public Health Emergencies declared:

- July 30 – September 28, 2020 (Executive Order #82)
- September 22 – November 21, 2020 (Executive Order #90)
- November 20, 2020 – January 19, 2021 (Executive Order #95)

Mask wearing mandates:

- August 1 – September 28, 2020 (Emergency Order #1)

County

- May 14, 2020 – in effect until revoked or superseded (Marathon County COVID-19 Order #1)

City

Public Health Emergencies declared:

- October 30, 2020 (Executive Declaration No. 6 – ratified November 10, 2020)

In effect for so long as Executive Order # 90 is in effect (November 21, 2020) or this Proclamation is terminated by the Council, whichever is longer. (Still in effect)

Mask wearing mandates:

- September 22 – December 31, 2020 (Council Resolution No. 20-0712)
Requiring the wearing of masks in eleven (11) listed City-owned facilities
- November 10, 2020 – January 31, 2020 (Council Resolution No. 20-0317)
Requiring the wearing of masks city-wide

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Approving COVID-19 Related Mask Requirement City Wide

Committee Action:

Fiscal Impact: None

File Number: 20-0317

Date Introduced: January 26, 2021

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes	☒	No	☐	
	Included in Budget:	Yes	☐	No	☐	Budget Source:
	One-time Costs:	Yes	☐	No	☐	Amount:
	Recurring Costs:	Yes	☐	No	☐	Amount:
SOURCE	Fee Financed:	Yes	☐	No	☐	Amount:
	Grant Financed:	Yes	☐	No	☐	Amount:
	Debt Financed:	Yes	☐	No	☐	Amount Annual Retirement
	TID Financed:	Yes	☐	No	☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐					

RESOLUTION

WHEREAS, the COVID-19 pandemic continues throughout the United States, including throughout the State of Wisconsin and the City of Wausau; and

WHEREAS, the City has an obligation under Wis. Stat. §62.11(5) to act “for the health, safety, and welfare of the public” to protect residents and employees; and

WHEREAS, evidence suggests that COVID-19 spreads mainly from person to person through respiratory droplets when a person infected with the disease, symptomatic or not, coughs, sneezes, or talks; and further, that wearing a cloth face covering reduces the risk of a person with a COVID-19 infection from spreading the infection to others and can also protect people without an infection from exposure to droplets that may contain the virus; and

WHEREAS, on January 12, 2021, the Wisconsin Department of Health Services has further confirmed present in Wisconsin a more contagious strain of COVID-19 which is more infectious, and more easily transmissible; and

WHEREAS, the Centers for Disease Control and the Wisconsin Department of Health Services advise that wearing a cloth face covering reduces the spread of COVID-19; and

WHEREAS, Governor Evers issued an order requiring the wearing of face coverings effective 12:01 AM on August 1, 2020 and expiring at midnight on September 28, 2020; and

WHEREAS, the Council passed Resolution File No. 20-0712 on September 22, 2020, approving COVID-19 related mask requirement in 11 City owned facilities, expiring December 31, 2020; and

WHEREAS, on September 22, 2020, the Governor of the State of Wisconsin through Executive Order #90, declared a Public Health Emergency, in effect for 60 days until November 21, 2020, and corresponding Emergency Order #1, requiring face coverings for people over the age of 5 whenever one is indoors or in an enclosed space, other than a private residence, and other people are present in the same room or space; and

WHEREAS, on November 10, 2020, the Council passed Resolution File No. 20-0317, approving COVID-19 related mask requirement City wide, expiring January 31, 2021; and

WHEREAS, on November 20, 2020, the Governor of the State of Wisconsin through Executive Order #95, declared a Public Health Emergency, in effect for 60 days until January 19, 2021; and

WHEREAS, Marathon County COVID-19 Order #1 provides that pursuant to Wis. Stat. §252.03(1)(2), the Health Officer recommends the use of a mask or cloth face covering when physical distancing of six (6) feet between people not residing in a single living unit or household is impractical.

NOW THEREFORE BE IT RESOLVED, by Mayor Katie Rosenberg and the Common Council of the City of Wausau, that every individual age five (5) and older who is present in the City of Wausau shall wear a face covering that covers the nose and mouth of that individual in indoor areas accessible to the public and while driving or riding public transportation or a qualifying vehicle, unless exempted below

Exemptions.

- (1) Persons who have chronic upper respiratory conditions or are unconscious, incapacitated, or otherwise unable to remove their own face covering without assistance;
- (2) Persons with medical conditions, intellectual or developmental disabilities, mental health conditions, or sensory sensitivities that prevent or impair the person's ability to wear a face covering;
- (3) Persons who fall within the guidelines of the Center for Disease Control and Prevention for those who should not wear face coverings due to a medical condition, mental health condition, or disability that prevents them from wearing a face covering;
- (4) Persons who are communicating with an individual who is deaf or hard of hearing and communication cannot be achieved through other means;
- (5) Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by government safety guidelines;
- (6) Persons in a setting where it is not practical or feasible to wear a face covering when obtaining or rendering goods or services to the extent necessary to obtain or render such goods and services including but not limited to the receipt of dental services or medical treatments or while

consuming food or beverages;

- (7) Persons actually engaged in exercising in a gym or other similar indoor facility, so long as physical separation of not less than six (6) feet is maintained and the individual wears a face covering at all times when not actually engaged in exercising;
- (8) Whenever federal, state or local law otherwise prohibits wearing a face covering or where it is necessary to evaluate or verify an individual's identity;
- (9) Persons whose religious beliefs prevent them from wearing a face covering

Definitions.

- (1) "Face covering" means a manufactured or homemade cloth covering that fully covers an individual's nose and mouth and that is secured with ear straps or otherwise tied so as to prevent slipping, and/or a face shield which covers the mouth and nose, covers the side of the face, and is secured on the head.
- (2) "Indoor area accessible to the public" means any interior area of any structure or premises licensed by the City of Wausau or used in whole or in part as a place of resort, assemblage, lodging, trade, traffic, occupancy, or other use by the public, to which the public customarily has access, but does not include any private residence.
- (3) "Qualifying vehicle" a paratransit vehicle, a taxi, a private car service vehicle, a ride-sharing vehicle, or any other for-hire vehicle.

BE IT FURTHER RESOLVED that all businesses, organizations, and non-profit entities within the City of Wausau are encouraged to post notice requiring employees, customers, visitors, members, or members of the public to wear a face covering whenever those persons are in a building open to the public.

BE IT FURTHER RESOLVED that this Resolution shall take effect upon expiration of Council Resolution No. 20-0317, expiring January 31, 2021, and shall remain in effect until March 31, 2021, unless terminated earlier by the Common Council.

BE IT FURTHER RESOLVED that any ordinance, resolution or City policy in conflict with the above Resolution shall be superseded by this Resolution.

Approved:

Katie Rosenberg, Mayor

Below, you will find the text of the co-sponsorship memo that went out with the bill draft which was provided via email to Assistant City Attorney, Tara G. Alfonso on January 15, 2021 by:

Collin Driscoll | Policy Advisor
Office of Sen. Mary Felzkowski
12th Senate District
State Capitol, 415 South
Collin.Driscoll@legis.wi.gov
Office: (608)266-2509 | Cell: (608)960-2534

"The hospitality industry has been amongst the hardest hit during this pandemic. Sadly, thousands of small independently owned restaurants, taverns and supper clubs have gone out of business since March. As of December, 2020 over 17% of restaurants in the United States have permanently closed and the unemployment rate in the hospitality industry has reached 40%.

In Wisconsin, the hospitality industry is a critical economic component to our state's economy. Small independently owned restaurants, taverns and supper clubs employ thousands and contribute to the local and state tax base. In addition these small businesses are major charitable contributors in their local communities.

Permitting restaurants, taverns and supper clubs to provide drinks to go is a small change that would help many of these small businesses survive. A version of drinks to go is currently permitted in 33 states plus the District of Columbia in response to COVID-19.

A survey of Wisconsin residents conducted in November 2020 shows that 76 percent of adults age 21+ would favor a proposal to allow for cocktails to go that would allow customers to purchase cocktails or mixed drinks (made with distilled spirits) with their takeout orders from restaurants. This is in addition to beer and wine, which is currently allowed for takeout only. Among this same group, 29 percent of adults age 21+ said the option of including alcoholic beverages with their order would make them more likely to choose one restaurant over another similar restaurant. Source: National Restaurant Association, online survey of 500 Wisconsin residents conducted November 24-29, 2020

This bill does not change current in person purchasing requirements but simply amends current law to allow a "Class B" licensed retailer to sell a cocktail or wine by the glass for consumption off premise if the restaurant/bar seals the container of with a tamper-evident seal before the cocktail is removed from the premises.

This important change will greatly benefit small independent restaurant, tavern and supper club owners and provide them another tool to survive and make it until the summer.

This proposal is supported by both the Tavern League of Wisconsin and the Wisconsin Restaurant Association. Please consider cosponsoring this proposal to help Wisconsin's small independent restaurants, taverns and supper clubs."



State of Wisconsin
2021 - 2022 LEGISLATURE

LRB-1378/1
ARG:cdc

2021 BILL

1 **AN ACT** *to amend* 125.51 (3) (a), 125.51 (3) (am) and 125.51 (3) (b); and *to create*
2 125.02 (20g) of the statutes; **relating to:** the retail sale of intoxicating liquor
3 by the glass for consumption away from the licensed premises.

Analysis by the Legislative Reference Bureau

This bill allows certain alcohol beverage retailers to sell intoxicating liquor by the glass for consumption away from the licensed premises if the retailer seals the container of intoxicating liquor with a tamper-evident seal before the intoxicating liquor is removed from the premises.

Under current law, with limited exceptions, no person may sell alcohol beverages to a consumer unless the seller possesses a license or permit authorizing the sale. Except when issued to a winery, a “Class B” license authorizes the retail sale of intoxicating liquor, which includes wine and distilled spirits, by the glass for consumption on the licensed premises. A “Class B” license also authorizes the retail sale of wine, and of distilled spirits in municipalities that so authorize by ordinance, in original packages or containers for consumption off the licensed premises. “Class B” licenses are most commonly issued to taverns and restaurants. A “Class B” license issued to a winery authorizes only the sale of wine, not distilled spirits, by the glass for consumption on the licensed premises or in original packages or containers for consumption off the licensed premises.

This bill allows a “Class B” licensed retailer to sell intoxicating liquor by the glass for consumption off the licensed premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal before the intoxicating liquor is

BILL

removed from the premises. The bill thus allows the retailer to sell, for example, mixed-drinks and glasses of wine to-go in sealed containers. The bill provides the same authority to a winery holding a "Class B" license, but only for wine.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 125.02 (20g) of the statutes is created to read:

125.02 (20g) "Tamper-evident seal" means a device or material that is used to securely and fully close off a container, with no perforations, in such a manner that access to the contents of the container cannot be gained without showing evidence of tampering.

SECTION 2. 125.51 (3) (a) of the statutes is amended to read:

125.51 (3) (a) A "Class B" license authorizes the retail sale of intoxicating liquor ~~for consumption on the premises where sold by the glass and not in the original package or container~~ for consumption on the premises where sold or for consumption off the premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal before the intoxicating liquor is removed from the premises. In addition, wine may be sold in the original package or container in any quantity to be consumed off the premises where sold. This paragraph does not apply in municipalities in which the governing body elects to come under par. (b) or to a winery that has been issued a "Class B" license. Paragraph (am) applies to all wineries that have been issued a "Class B" license.

SECTION 3. 125.51 (3) (am) of the statutes is amended to read:

125.51 (3) (am) A "Class B" license issued to a winery authorizes the sale of wine to be consumed by the glass or in opened containers ~~only on the premises where sold and~~ or off the premises if the licensee seals the container of wine with a

BILL

1 tamper-evident seal before the wine is removed from the premises. The “Class B”
2 license also authorizes the sale of wine in the original package or container to be
3 consumed off the premises where sold, but does not authorize the sale of fermented
4 malt beverages or any intoxicating liquor other than wine.

5 **SECTION 4.** 125.51 (3) (b) of the statutes is amended to read:

6 125.51 (3) (b) In all municipalities electing by ordinance to come under this
7 paragraph, a retail “Class B” license authorizes the sale of intoxicating liquor to be
8 consumed by the glass ~~only on the premises where sold and~~ or off the premises if the
9 licensee seals the container of intoxicating liquor with a tamper-evident seal before
10 the intoxicating liquor is removed from the premises. The “Class B” license also
11 authorizes the sale of intoxicating liquor in the original package or container, in any
12 quantity, to be consumed off the premises where sold. This paragraph does not apply
13 to a winery that has been issued a “Class B” license. Paragraph (am) applies to all
14 wineries that have been issued a “Class B” license.

15 (END)

CITY OF WAUSAU, 407 Grant Street, Wausau, WI 54403

RESOLUTION OF THE PUBLIC HEALTH & SAFETY COMMITTEE

Urging local state legislators to oppose the passage of state legislation permitting the sale of “cocktails-to-go”

Committee Action:

Fiscal Impact: None

File Number:

Date Introduced:

FISCAL IMPACT SUMMARY

COSTS	Budget Neutral	Yes ☒	No ☐	
	Included in Budget:	Yes ☐	No ☐	Budget Source:
	One-time Costs:	Yes ☐	No ☐	Amount:
	Recurring Costs:	Yes ☐	No ☐	Amount:
SOURCE	Fee Financed:	Yes ☐	No ☐	Amount:
	Grant Financed:	Yes ☐	No ☐	Amount:
	Debt Financed:	Yes ☐	No ☐	Amount Annual Retirement
	TID Financed:	Yes ☐	No ☐	Amount:
	TID Source: Increment Revenue ☐ Debt ☐ Funds on Hand ☐ Interfund Loan ☐			

RESOLUTION

WHEREAS, the State of Wisconsin regulates the sale of alcohol beverages through the provisions of chapter 125 of the Wisconsin Statutes; and,

WHEREAS, under the state statutes, with limited exceptions, no person or establishment may sell alcohol beverages unless the seller possess a license or permit authorizing the sale; and,

WHEREAS, a person or establishment holding a “Class B” license to sell alcohol beverages may sell intoxicating liquor by the glass for consumption on the premises of the license holder and, if authorized by ordinance may also sell wine and distilled spirits in original packages or containers for consumption off the licensed premises; and,

WHEREAS, in response to the on-going COVID-19 pandemic, the City of Wausau has taken local, municipal action, consistent with state statutes to permit certain “carry-out” sales of alcohol beverages by holder of “Class B” licensees by temporarily suspending its prohibition in its local ordinance W.M.C. §5.64.036 against drive-up sales of alcohol beverages in original, sealed containers in conjunction with the sale of drive-up or curbside food or grocery orders until June 30, 2021; and,

WHEREAS, such local action was taken by the City to assist and accommodate its local business community to address the unique circumstances of the COVID-19 pandemic; and,

WHEREAS, the City is committed to the well-being of its local businesses at all times, and in particular during this pandemic; and,

WHEREAS, state legislation is currently being proposed, a copy of which is attached, that would permit restaurants, taverns and supper clubs to allow for the sale of “cocktails-to-go” that would allow customers to purchase cocktails or mixed drinks made with distilled spirits with their takeout orders from restaurants if the restaurant or bar seals the container with a tamper-evident seal before the cocktail is removed from the premises; and,

WHEREAS, the City believes decisions relating to the sale of such ‘cocktails’ are best left in the hands of municipalities, as local governments know best the needs of their local business communities and, Wisconsin alcohol policy has traditionally valued and encouraged local control; and,

WHEREAS, the City believes it is critical to reduce the risk of alcohol consumption and the operation of vehicles by operators under the influence of alcohol beverages, and the ability of alcohol to be obtained by those individuals under the age of 21; and

WHEREAS, as a result the City is opposed to the passage of state legislation that encourages and increases the potential opportunities alcohol consumption by operators of motor vehicles or by underage individuals.

NOW THEREFORE BE IT RESOLVED, that Common Council of the City of Wausau urges local state legislators to oppose the passage of “cocktails-to-go” legislation.

BE IT FURTHER RESOLVED, that if such legislation were to proceed to be enacted into law, that at a minimum, it be a temporary measure with a clear and defined expiration date and a requirement that the purchased alcohol beverage be transported out of the reach of the operator of the vehicle.

BE IT FURTHER RESOLVED, that the City Clerk is directed to forward this Resolution to our local State Legislatures, the Governor, and the Wisconsin League of Municipalities.

Approved:

Katie Rosenberg, Mayor

Summary of Fire and EMS Events For December 2020

1. Significant City Fire Events:

Date	Address	Type
12/12/2020	706 Henrietta St, Wausau (11863)	Cooking fire, confined to container
12/13/2020	512 S. 3 rd Ave, Wausau (11867)	Dumpster or other outside receptacle fire
12/23/2020	Int. of S. 8 th Ave and Rosecrans St, Wausau (11929)	Off-road vehicle or heavy equipment fire
12/24/2020	820 Fulton St, Wausau (11940)	Building Fire
12/26/2020	733.5 S. 4 th Ave, Wausau (11947)	Outside rubbish, trash or waste fire
12/28/2020	3919 Crestwood Dr, Wausau (11963)	Cooking Fire, confined to container

2. Township Responses:

Date	Township	Address	Type
12/03/2020	Berlin	239810 Mitchell Ln, Marathon (5000)	EMS Call, excluding vehicle accident with injury
12/03/2020	Rietbrock	228917 Pioneer Rd, Athens (4984)	EMS Call, excluding vehicle accident with injury
12/07/2020	Berlin	240316 Mitchell Ln, Athens (5047)	EMS Call, excluding vehicle accident with injury
12/07/2020	Maine	825 Rainbow Dr, Wausau (5051)	Dispatched and cancelled en route
12/09/2020	Berlin	244942 Adams Ln, Merrill (5079)	EMS Call, excluding vehicle accident with injury
12/09/2020	Marathon City	616 Washington St, Marathon (5081)	EMS Call, excluding vehicle accident with injury
12/11/2020	Marathon City	613 East St, Marathon (5124)	Dispatched and cancelled en route
12/12/2020	Rib Mountain	225051 Rib Mountain Dr., Wausau (5133)	EMS Call, excluding vehicle accident with injury
12/14/2020	Wausau	156499 Ravine Rd, Wausau (5178)	EMS Call, excluding vehicle accident with injury
12/17/2020	Wausau	233391 Rhinestone Rd, Wausau (5226)	EMS Call, excluding vehicle accident with injury
12/18/2020	Berlin	244119 County Road O, Athens (5236)	EMS Call, excluding vehicle accident with injury
12/20/2020	Maine	13655 N. 60 th Ave, Merrill (5254)	EMS Call, excluding vehicle accident with injury
12/21/2020	Maine	13675 S. County Rd K, Merrill (5277)	EMS Call, excluding vehicle accident with injury
12/22/2020	Wausau	230532 Cloverbelt Rd, Wausau (5288)	EMS Call, excluding vehicle accident with injury
12/22/2020	Wausau	157090 E. Wausau Ave, Wausau (5292)	EMS Call, excluding vehicle accident with injury
12/23/2020	Wausau	160211 Granite Rd, Wausau (5319)	EMS Call, excluding vehicle accident with injury
12/25/2020	Texas	154569 Marshall Hill Rd, Wausau (5344)	EMS Call, excluding vehicle accident with injury
12/25/2020	Texas	238532 County Rd W, Wausau (11943)	Motor vehicle accident with injuries
12/25/2020	Wausau	155450 Restlawn Rd, Wausau (5338)	EMS Call, excluding vehicle accident with injury

12/30/2020	Maine	Int. of County Rd K & Maine Dr, Merrill (5416)	EMS Call, excluding vehicle accident with injury
12/30/2020	Texas	155030 Pine Bluff Rd, Wausau (5428)	EMS Call, excluding vehicle accident with injury
12/31/2020	Hewitt	167535 County Road G, Wausau (5443)	EMS Call, excluding vehicle accident with injury
12/31/2020	Maine	12090 N. 12 th Ave, Merrill (5436)	EMS Call, excluding vehicle accident with injury
Total Mutual Aid Given			3
Total Automatic Aid Given			17
Total Non-Aid Incidents (no response from other agency)			3

3. Significant EMS Events:

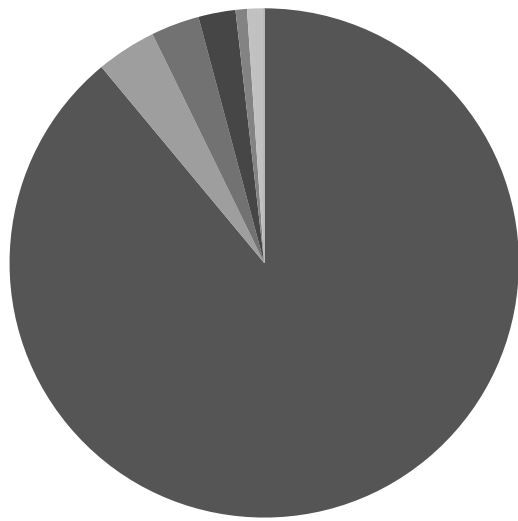
City	# of Runs	% of Runs	# of Runs - YTD
Berlin (Town of)	4	0.79%	29
Hewitt (Town of)	1	0.20%	16
Maine (Village of)	5	0.98%	80
Texas (Town of)	3	0.59%	54
Stettin (Town of)	0	0.00%	3
Wausau (City of)	485	95.47%	5,157
Wausau (Town of)	6	1.18%	77
Weston (Village of)	0	0.00%	9
Other	3	0.59%	29
Interfacility	0	0.00%	1
Intercept	1	0.20%	22
Total	508	100.00%	5,477

Type	# of Runs	# of Runs - YTD
Community Paramedicine	0	0

4. Fire Department Activities

NFIRS Incidents (Engine)	209.50 Hours
EMS Incidents (Ambulance)	545.63 Hours
Non-Incident Activities (Station Maintenance/Wellness, Vehicle Check-off/Fire Pre-plan, Hazmat Outreach, Administration duties, Public Education, Committee and Staff Meetings)	914.19 Hours
Training	505.22 Hours

5. Other Fire Incident Responses:



- Rescue & Emergency Medical Service Incident (492)
- False Alarm & False Call (21)
- Good Intent Call (17)
- Service Call (13)
- Hazardous Condition (No Fire) (4)
- Fire (6)
- Special Incident Type (0)
- Overpressure, Rupture, Explosion (0)

CODE	DESCRIPTION	FREQ.	FREQ. %	EXPs	TOTAL MAN HOURS	AVERAGE RESPONSE TIME (min)
111	Building fires	1	0.19 %	0	67.75	3.00
113	Cooking fire, confined to container	2	0.38 %	0	18.18	5.00
138	Off-road vehicle or heavy equipment fire	1	0.19 %	0	0.80	5.00
151	Outside rubbish, trash or waste fire	1	0.19 %	0	1.07	4.00
154	Dumpster or other outside trash receptacle fire	1	0.19 %	0	4.00	7.00
311	Medical assist, assist EMS crew	2	0.38 %	0	3.92	4.00
321	EMS call, excluding vehicle accident with injury	460	86.30 %	0	486.48	5.69
322	Vehicle accident with injuries	7	1.31 %	0	35.45	4.57
324	Motor vehicle accident with no injuries	2	0.38 %	0	8.82	5.50
353	Removal of victim(s) from stalled elevator	1	0.19 %	0	3.00	3.00
360	Water & ice related rescue, other	1	0.19 %	0	6.83	5.00
381	Rescue or EMS standby	1	0.19 %	0	3.37	11.00
412	Gas leak (natural gas or LPG)	2	0.38 %	0	1.75	5.50
424	Carbon monoxide incident	2	0.38 %	0	3.43	8.50
500	Service Call, other	4	0.75 %	0	2.48	6.00
511	Lock-out	5	0.94 %	0	3.42	4.40
531	Smoke or odor removal	2	0.38 %	0	13.83	7.50
561	Unauthorized burning	2	0.38 %	0	0.97	3.00
600	Good intent call, other	1	0.19 %	0	0.23	3.00
611	Dispatched & canceled en route	8	1.50 %	0	3.97	
622	No incident found at dispatch address	2	0.38 %	0	1.47	2.50
651	Smoke scare, odor of smoke	1	0.19 %	0	0.80	5.00
671	Hazmat release investigation w/ no hazmat	3	0.56 %	0	3.93	7.00
700	False alarm or false call, other	3	0.56 %	0	8.67	5.33
731	Sprinkler activation due to malfunction	1	0.19 %	0	7.58	5.00
733	Smoke detector activation due to malfunction	1	0.19 %	0	0.47	8.00
735	Alarm system sounded due to malfunction	2	0.38 %	0	9.97	4.00
736	CO detector activation due to malfunction	5	0.94 %	0	3.53	5.00
741	Sprinkler activation, no fire - unintentional	1	0.19 %	0	2.20	7.00

743	Smoke detector activation, no fire - unintentional	2	0.38 %	0	1.47	5.00
744	Detector activation, no fire - unintentional	2	0.38 %	0	4.15	4.00
745	Alarm system sounded, no fire - unintentional	4	0.75 %	0	21.12	5.50
Totals		533	100.00%	0	735.10	5.63
Total Mutual Aid Received - Fire		0				
Total Mutual Aid Received - EMS		1				

6. Personnel Hours off due to:

Catastrophic	0.00 Hours
Family/Medical Leave	258 Hours (10.75 days)
Sick Leave	244.25 Hours (10.18 days)
Worker's Compensation	0.00 Hours

7. Fire Inspection Events

Inspections Completed	Monthly	Year to Date
Inspections w/ no violations	3	3,108
Re-inspections Completed		
1 st Re-inspection	24	287
2 nd Re-inspection	10	99
3 rd Re-inspection	0	41
4 th Re-inspection	0	20
5 th Re-inspection	1	11
6 th Re-inspection	3	7
7 th Re-inspection	0	1
8 th Re-inspection	0	2
9 th Re-inspection	0	1
10 th Re-inspection	0	1
11 th Re-inspection	0	0
Varied Inspections	41	3,578
Plan Review – General	0	1
Plan Review – Mechanical	0	1
Plan Review – Site	0	2
Plan Review – Sprinkler System	0	0
Plan Review - Architectural	0	0
Plan Review – Permit	0	4
Plan Review – Other	0	0
Inspection – General	0	0
Inspection – Site	0	10
Inspection – Fire Protection	0	38
Inspection – Fire Alarm	0	10
Inspection – Sprinkler System	0	13
Inspection – Permit	2	26
Inspection – Hazardous Operations	0	1
Inspection – License	0	3
Inspection – Electrical	0	1
Inspection – Special Event	0	1
Inspection – Tank	0	0
Inspection – Other	1	1
Investigation – False Alarm	0	0
Investigation – Hazardous Materials	0	0
Investigation – Other	0	0
Investigation – General	0	0
Referral/Complaint – Citizen	0	1

Referral/Complaint – Building	0	0
Referral/Complaint – Housing Safety	0	2
Consultation – Assembly	0	0
Consultation – Site	0	1
Consultation – Building	0	4
Consultation – General	0	0
Consultation – Fire Drill	0	0
Consultation – Fire Protection	2	8
Consultation – Fire Alarm	0	0
Consultation – Hazardous Operations	0	1
Consultation – Sprinkler System	0	4
Consultation – Permit	0	3
Consultation – License	0	0
Consultation – Knox Box	0	21
Consultation – Other	0	1
Legal – General	0	0
Legal Preparation	0	2
Legal – Court Appearance	0	0
Property Evaluation Reviews	5	73
Total Inspections	10	3,811
Fire Investigations	0	7
Inspection Department Activities	Staff Count	YTD Staff
Elderly Fire Safety Programs	0	3
Parade	2	6
Big Brothers Big Sisters	0	0
SAFE Kids Coalition	0	1
School Programs	0	0
Smoke Detector/CO Programs	0	15
Public Education (tours, lectures, etc.)	1	25
Open Burn Complaints	0	5
Fire/EMS Presentation	0	19
Fire Drills/Pool Drills	15	21
Job Fairs	0	2
Inspections 1 & 2 Family Dwellings	0	18
CPR Training for Outside Agency	0	0
Special Event Inspections or Plan Meetings	2	38
Juvenile Intervention Programs (Traffic/Fire)	1	6



Wausau Police Department

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Date 01/11/2021

To Chief Bliven

From Lt. Mike Felder

Subject TAVERN REPORT December 1, 2020 through December 31, 2020

ROUTINE TAVERN INSPECTIONS (No violations unless noted)

None have been conducted up to this point as openings have been inconsistent and COVID-19 concerns. Plans are to resume regular bar checks in January, 2021.

CONVENIENCE/GROCERY STORE INSPECTIONS (No violations unless noted)

None.

RESTAURANT INSPECTIONS (No violations unless noted)

None.

ALCOHOL COMPLIANCE CHECKS

None.

NOTABLE INCIDENTS AT TAVERNS TO WHICH POLICE WERE DISPATCHED.

Cop Shoppe Bar, 701 Washington Street

- (1) Case #20009485, 12/06/2020 at 9:47 PM: A patron called to report that she was assaulted, and thrown down to the ground. She went on to report that she was thrown down to the ground twice, hitting her head both times. She was also punched in the face by another trunk male was later identified by officers. Initial contact with the bartender indicated that the 2nd drunk male was simply trying to get between the female victim and the other male that was assaulting her. The bartender also identified the male that had been pushing the female to the ground. Female arranged her own transport to the emergency room for treatment. Officers were not able to initially locate the assaulting the male, and follow-up investigation continued. The assaulting male was identified as Timothy Nawrocki, who is the owner of another bar

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in the city. The bar had video available at the time, however the owner was not available to retrieve it. He did return one call to the officer, however it was to her voicemail. When she called him again, and left another message requesting the video, he never returned that call. The other officer that spoke with the bartender directly later added comments to the call noting that the female had fallen upon entering into the bar, and Nawrocki was simply trying to help her up. The investigating officer eventually did make contact with Nawrocki. He referred her to his lawyer, adding that he was only in the bar to get a sandwich and a soda, when the female entered the bar, "running her mouth." He denied ever laying a hand on the woman. Nawrocki was referred to the District Attorney's Office for charges of battery, disorderly conduct, and felony bail jumping. At the time of this report, the officer was still attempting to recover video from the bar.

- (2) *Event #20158948, 12/15/2020 at 5:20 PM:* A refused complainant called to report that Timothy Nawrocki was at the Cop Shoppe Pub, in violation of a "no drink." The dispatch supervisor made the decision not to dispatch an officer, as it is not an offense that would result in custody, due to Covid-19.

El Jalapenos, 300 N. 3rd Street

- (1) *Event #20160928, 12/20/2020 at 1:31 AM:* A patron called to complain about having been kicked out the bar. The reporting party had been in the bar with her brother and his girlfriend. Another unknown woman started dancing with her brother which angered his girlfriend. They confronted the woman after repeated attempts to tell her to stop, at which point another male intervened, grabbing the brother's girlfriend by the ribs and pushing her away. He started to push the male back, at which point the bouncers intervened and kicked the reporting party her brother and his girlfriend out of the bar. She called the police only to report how she felt it was inappropriate that they were the ones has to leave, and wanted no charges pressed. The officer did make contact with the male had grabbed the ribs of the other woman, and he stated he was simply trying to separate the parties that appear to be on the verge of getting into a fight.

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Loppnow's Sports Bar, 1502 N. 3rd Street

- (1) *Case #20009601 and 20009675, 12/12/2020 at 1:46 AM:* An officer made a traffic stop of a vehicle with defective brake lights. The driver was sober and claimed to have picked up the passenger from Loppnow's. The passenger had been drinking and claimed to have turned 21 years old that night. He presented his identification which confirmed he was only 19 years old. He admitted he had been in the bar, showed his ID, and was still served. He submitted to a PBT, which indicated a .09% BrAC. The 19-year-old male was issued a citation for underage drinking. Officers later went to the bar and spoke with a licensed bartender. She remembered the male coming in and claiming that it was his 21st birthday, however she cannot remember who actually served him. The officer cited the licensed bartender by default. There was discussion about obtaining video from the bar, however it was not clear if that was ever obtained. I recommend **25 Demerit Points** issued to Loppnow's for serving an underage person. There may have also been a bouncer that led the underage male into the bar, however that was not investigated by the officer.
- (2) *Event #20163590, 12/26/2020 at 4:07 PM:* A refused complainant reported observing a person driving a blue van with a handicap sticker going in and out of the bar, driving the vehicle, and then going back to the bar. The caller described the van as being parked with the back and hang out into traffic. An officer responded and located the male that had been associated with the vehicle. They also know that the vehicle was not in traffic and was parked on the side of the road. The male was drinking at the bar, but denied driving the vehicle. The male claimed he was going to be working on the vehicle where was parked for the registered owner. The officer warned the male not to operate the vehicle after he's been drinking, if he was intoxicated, or if he did not have a valid driver's license.
- (3) *Case #20009986, 12/27/2020 at 2:17 AM:* An Officer driving by witnessed a vehicle back into a light pole in the 200 block of DeKalb Street. Contact with the operator led to an OWI investigation. The operator, a 19 year old female, was subsequently arrested for OWI-1st Offense. During the OWI processing, the operator admitted to having been drinking at Loppnow's. The officer asked her if she had been checked, and she admitted that the bar had checked her age, but she showed them a different identification. This information was obtained while the operator was under arrest, and prior to Miranda having been advised. The officer retained an identification that belonged to a sibling, which was likely used to misrepresent her age. Based on that information, I will not recommend Demerit Points be issued at this time against the bar. However, it appears this is the second time this month that underage drinking had been confirmed to be occurring at the bar.

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Wausau on the Water (WOW), 1300 N. River Drive

- (1) *Case #20009614, 12/12/2020 at 7:24 PM:* An employee called to report that there was a male refusing to wear a mask and causing a disturbance, yelling and threatening staff. On arrival officers located two males that were arguing outside in front of the business. 1 of the males had been cut off from the bar after the girlfriend reported to the bartender that he was getting verbally abusive. The two males initially refused to leave until a larger group of employees gathered together to escort them out. They were both issued citations for municipal disorderly conduct and release at the scene, with a warning not to return to the business.

Big Bull Falls Brewery, 901 E. Thomas Street

- (1) *Event #20163584, 12/26/2020 at 3:42 PM:* An employee called complaining about a male loitering on the property. An officer located the male inside you the door. Reporting party claimed the males asking for money and they just wanted him to leave. Suspect cooperated without issue and left the area. According to comments entered by the officer, the male was a known drug user and was possibly under the influence.

The Bar and Grill, 1025 S. 3rd Avenue

- (1) *Event #20157701, 12/12/2020 at 10:20 PM:* A citizen called police after being yelled at from a patron that was leaving the bar. The male patron started yelling at the reporting person while she was out on her balcony of her residence grabbing some pressure. No direct threats were made and she could not understand what he was saying. She provided a description of the vehicle at the male left in however he was unable to be located. No further action was taken.

Roc's Place Bar, 810 S. 3rd Avenue

- (1) *Event #20160507, 12/19/2020 at 1:05 AM:* A refused complainant reported a bunch of people fighting in the parking lot. The caller claimed that up to thirty people were involved and that it was physical. It was unknown what weapons were involved. On arrival the officer observed no active altercation going on. He talked to a couple of patrons, who stated it had been two females fighting, and both had left on his arrival. No further action was taken.

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Treu's Tic Toc Club, 1201 W. Thomas Street

- (1) *Event #20157213, 12/11/2020 at 6:44 PM:* A refused complainant called to report that there was a male and female with 3 children sitting in a booth in the bar. The female had been crying in the mail had been yelling at her. The caller claimed that the male seemed to be drinking a lot, and the female hadn't even ordered a water. The male gave the kids money to go "gamble" with. Harsher responded and made contact with the female. She appeared to be alright, and did not want to speak with the police. She claims she was having an "off night" with her partner and that she and the kids were okay.

Hutch's Bar, 4411 Stewart Avenue

- (1) *Case #20009676, 12/14/2020 12:45 AM:* Officers responded to a commercial burglar alarm. They found the building secure and they were unable to reach a key holder to check the building. A false alarm report was mailed to the business.
- (2) *Case #20009747, 12/17/2020 at 5:10 AM:* Officers responded to a commercial burglar alarm. They found the building secure and they were unable to reach a key holder to check the building. A false alarm report was mailed to the business.
- (3) *Case #20009765, 12/18/2020 at 3:43 AM:* Officers responded to a commercial burglar alarm. They found the building secure and they were unable to reach a key holder to check the building. A false alarm report was mailed to the business.

Whiskey River Bar & Grill, 5512 Stewart Avenue

- (1) *Event #20154184, 12/05/2020 at 2:43 AM:* A male patron called the police after leaving the bar and returning home. He claimed he was concerned that someone from the bar was going to come to his residence and accost him. He commented that he got into a confrontation with a male that he felt was mistreating a woman in the bar. He claimed it was not a physical altercation, but described a point at which he had his arm around the male's neck. It was also an allegation made that he was racist, based on a comment about the other male being of Middle Eastern descent. The officer made contact with the bartender, who noted that the male is a regular, however he was more intoxicated than usual. She confirmed that there was some type of strife between the male and some other patrons but never saw him put his arm around someone's neck. There was some reference to the male lying to "stab" someone, however no knife was displayed in the bartender knows male only carries a small pocket knife. After everybody left, one of the customers from the group returned to the bar looking for the male, however the bartender told him to go home. There were no other problems.

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101 Pub, 101 N 3rd Avenue

- (1) *Event #20158106, 12/13/2020 at 10:34 PM:* A passerby reported seeing some sort of verbal argument outside the bar. 2 males appeared to be pulling on each other, but the caller couldn't understand what they're saying. He described it as seemingly confrontational. Officers responded and observed no signs of any altercation. He also did not see anyone matching the description given by the caller. No further action was taken.

Aftershock Bar, 1418 Lenard Street

*** It should be noted that due to numerous complaints officers conducting very frequent extra patrols of the business. Although I will only reference some of the calls here, there were a total of 19 calls for service at this location. Many of those were extra patrols. ***

- (1) *Event #20157673, 12/12/2020 at 9:01 PM:* A caller that refused to find themselves reported that people drinking outside the bar, and that someone threw a beer at the side of the building. After drove past the business to and did not observe anyone drinking any beverages outside. The officer attempted to call the owner, and was hung up on twice. The officer noted in the car that extra patrols would continue for the evening.
- (2) *Event #20157680, 12/12/2020 at 9:22 PM:* What appeared to be the same anonymous caller made another complaint. People were again outside the bar drinking and that someone urinated on the sidewalk. An officer return to the bar and made contact with the bartender, explaining all of the complaints that were being received. The officer described the bartender as being cooperative but advised that she was unaware of these issues tonight. The bartender was instructed to make sure patrons were not committing these violations. He also suggested a 2nd bartender when it was so busy.
- (3) *Event #20159319, 12/16/2020 at 3:12 PM:* An officer responded to the bar to conduct a security survey with the staff.

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- (4) *Case #20010063, 12/30/2020 at 9:30 PM:* A citizen who provided their name, but wished to remain anonymous, reported coming across a male leaving the bar that was so drunk he had difficulty walking. The citizen assisted the male home out of fear that he would've passed out and frozen to death in the elements. The citizen noted several of the ongoing problems with the bar, including auto urination and open intoxicants outside. In addition expressed concern regarding a "gambling operation" based on observing people bringing in poker tables and chips on Saturdays around 1:00 PM. The officers made contact with the bartender who admitted serving the male described by the citizen. The bartender claimed it was difficult to determine if the male was intoxicated since he sits by himself quietly, and then these after an hour. The bartender admitted serving approximately 3 to 4 drinks to the male. Based on the description by the citizen and the admission by the bartender of serving the subject, a citation was issued to the bartender for serving an intoxicated person. As such, I recommend the assessment of **twenty-five (25) Demerit Points**.

Showtime Gentlemen's Club, 1709 Merrill Ave

- (1) *Event #20165611, 12/30/2020 at 8:25 PM:* The bar manager called to report a patron had skipped out on his tab of \$370.00. The suspect was known to the employees and the credit card showed that the transactions had been canceled, and that there was a further declination due to lack of funds. The bar wished to pursue charges of theft. The officer eventually made contact with the suspect who claimed ignorance regarding the cancellation of the transactions and agreed to pay the outstanding balance. The bar manager was agreeable to this arrangement. No criminal charges were filed.

ALCOHOL BEVERAGE DEMERIT POINTS ASSESSED

- **Loppnow's Sports Bar** is recommended to be assessed **fifty (50) Demerit Points** for Serving an Underage Person on two separate occasions. Their total is **seventy-five (75)**. Aftershock Bar and Grill is recommended to be assessed **twenty-five (25) Demerit Points** for Serving an Intoxicated Person. Their total is **twenty-five (25)**.
- **Hutch's Bar** had twenty-five (25) points drop off due to time, and have a current total of **seventy-five (75)**.
- See attached report.

Respectfully submitted,
Lt. Michael Felder

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ALCOHOL BEVERAGE DEMERIT POINTS ASSESSED TO TAVERNS/STORES						
Establishment	Defendant/Relationship	Date of Violation	Ord. Section/Statute Number	Type of Violation	Point Value*	Case #
6th Street Pub					Total	0
101 Pub					Total	
After Shock Bar & Grill	Nicole Boyd/Bartender	12/30/2020	5.64.010	Serve Intoxicated Person	25	Case #20010063
					Total	25
Applebee's Restaurant					Total	
Buffalo Wild Wings					Total	
Bunker's					Total	
Cabaret					Total	0
Callon Street Pub					Total	0
Campus Pub	Kevin Steinke/Owner	9/20/2020		Fail To Maintain Orderly Premises	50	Case #20007330
					Total	50
Cheers Bar					Total	
Christine's Bar	Amiee Vang/Bartender Mai Xiong/Owner	9/18/2020	5.64.010/125.68(2)	No Licensed Bartender	50	20007286
					Total	50
Cop Shoppe Pub					Total	0
Crossroad's County Market					Total	
Cruisin 1724					Total	
Den Mar					Total	0
Days' Bowl-a-Dome					Total	
Domino Bar					Total	0
Eagle's Club					Total	
Glass Hat					Total	

Hiawatha					Total	
Hmong Eggroll Restaurant					Total	0
Hutch's Bar	Christy E. Beyer/Bartender	3/20/2020		Fail to Cooperate with Police	75	Event #20035471
				Total	75	
Intermission Bar					Total	0
Jalapeno's					Total	0
Jim's Corner Pub					Total	
Labor Temple					Total	
Limmerick's Public House					Total	
Loppnow's Bar	None	7/25/2020	9.04.025	Leaving With Open Container	25	Event #20090864
	Angela Pepowski	12/12/2020	5.64.010	Serve Underage Person	25	Case #20009675
	None	12/27/2020	5.61.010	Serve Underage Person	25	Case #20009986
				Total		
Lumpy's					Total	
Kohlman and Lee's IGA					Total	
Krist Food Mart #89					Total	0
M & R Station	Rick Gordon/Owner	2/16/2020		Refusal to cooperate w/ Police Chief or Designee	75	Case #20001572
	Kaitlyn Richling/Bartender	10/11/2020	5.64.010	Serving Underage Person	25	Case #20008020
				Total	100	
Malarkey's Pub					Total	0
Milwaukee Burger Company					Total	0
Newchee's Eatery	Newchee Lor/Owner	3/7/2020		Exceed Capacity by More Than 30%	75	Event #20030074
				Total		

North End Pub	Total	
Pick N' Save #6405	Total	
Pine Ridge Mobil	Total	C
Player's	Total	C
R Store #31	Total	
R Store #34	Total	
Red Eye Brewing Company	Total	
Roc's Place	Total	
Showtime Gentlemen's Club	Total	
The Store #62	Total	
Thrive Foodery	Total	
Treu's Tic Toc	Total	
Tobacco Outlet Plus #501	Total	
Trig's Wausau	Total	
VFW Burns Post 388	Total	C
Wausau BP	Total	
Walgreen's #13371	Total	C
Wausau Labor Temple	Total	
Wausau Mine Company		

Total	
Whiskey River Bar & Grill	
Total	