



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, June 16, 2025 @ 5:15 P.M.**

Location: **City Hall (407 Grant Street) - Council Chambers**

Members: Lisa Rasmussen (C), Lou Larson (VC), Becky McElhaney, Sarah Watson, Carol Lukens

AGENDA ITEMS FOR CONSIDERATION / ACTION

- 1 Consider approval or denial of various license applications.
- 2 Consider approval or denial of a Class I Special Event License for 2025 Wausau Labor Day Parade.
- 3 Consider approval or denial of Alcohol Beverage License Transfer for Limerick's Pub.
- 4 Discussion and possible action granting temporary extension of premise (Cop Shoppe LTD., agent Tami Ness, d.b.a. Cope Shoppe Pub, 701 Washington Street).
- 5 Discussion and possible action on approving contract for Wisconsin Hazardous Materials Response System Services with the State of Wisconsin.
- 6 Tavern Activities Report - May 1 - May 31, 2025.
- 7 Community Outreach Update.

Adjourn

Lisa Rasmussen, Chairperson

NOTICE: It is possible that members of, and possibly a quorum of members of the Committee of the Whole or other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.

Any person wishing to offer public comment who does not appear in person to do so, may e-mail kaitlyn.bernarde@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 sent to the Daily Herald newsroom on 06/13/2025 @ 4:30 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) 261-6622 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.

Kody Hart, Deputy City Clerk



TEL: (715) 261-6616
FAX: (715) 261-6626

TO: Public Health & Safety Committee

FROM: Kody Hart, Deputy City Clerk

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

DATE: June 11, 2025

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

STAFF RECOMMENDATIONS

Approve or deny as indicated on the summary report attached, including those that may be introduced at the meeting. Further summaries on staff recommendations are outlined below.

1. **Denial Recommendations –New Public Transport License:**

- **Terry French** – This application is recommended for denial due to five OWI convictions.

2. **Approval Recommendation – Special Event Class I License:**

- **89Q Appreciation Concert** located on the 400 Block on July 15th, 2025 from 2:00 PM to 8:00 PM, license applicant Christian Life Communications, Coy Sawyer.
- **All Stars Under the Stars** located on the 400 Block on August 20th, 2025 from 6:00 PM to 9:00 PM, license applicant Malcolm Whittum.

3. **Approval Recommendation – Temporary “Class B” (Picnic) License:**

- **Central Wisconsin Slugfest Softball Tournament** located at Sunnyvale Softball Complex from June 13th to June 15th, 2025 from 8:00 AM to 9:00 PM, license applicant Wausau Youth Baseball & Softball, Inc., agent Bradley Keene.
- **Tailgate Fun Night** located at 607 Washington Street on June 20th, 2025 from 6:00 PM to 9:30 PM, license applicant Adaptive Communities Inc, Ashley Jordan.
- **Wisconsin Valley Fair** located at Marathon Park from July 29th, 2025 to August 3rd, 2025 from 11:00 AM to 11:00 PM, license applicant VFW Burns Post 388, agent Frank Blesel.
- **Wisconsin Valley Fair** located at Marathon Park from July 29th, 2025 to August 3rd, 2025 from 10:00 AM to 11:45 PM, license applicant Wausau Noon Optimists, agent Joni Howell



4. **Approval Recommendation – “Class B” Beer & “Class C” Wine License:**
 - **319 Bistro** located at 319 N. 4th Street, license applicant John Van Slate, agent John Van Slate.
5. **Approval Recommendation – Cigarette License:**
 - **Bob and Randy’s Bar** located at 1515 N. 6th Street, license applicant Bob and Randy’s Bar Inc, agent Rand S. Scobell.
6. **Approval Recommendation – Amusement Device License:**
 - **CW Fly Bags** located at 2601 Stewart Avenue, license applicant CW Sports Entertainment LLC, agent Jason Lor.
7. **Approval Recommendation – Obstruction Permit:**
 - **The Milk Merchant** located at 402 S. 2nd Avenue, license applicant 4th & Main LLC, agent Mary Gallagher.
8. **Approval Recommendation – Entertainment Facility License:**
 - **Kykomi’s** located at 300 N. 3rd Street, Suite 108, license applicant Kykomi’s LLC, agent Kosher Chang.
9. **Pending Recommendation – “Class B” Beer & Liquor License:**
 - The Liquor License Review Subcommittee reviewed the application of **Taqueria Tres Hermanos** located at 1600 N. 6th Street, license applicant **Taqueria Tres Hermanos LLC**, owner Gonzalo Ramirez-Palacios. The license was conditionally surrendered to the Clerk’s Office by the previous holder of that premise address who was a sole proprietor who would like the business to operate as a limited liability company owned by the same. The subcommittee will render a recommendation.
 - The Liquor License Review Subcommittee reviewed the application of **Truleys Eatery and Bar** located at 1810 Merrill Avenue, license applicant **Truleys Eatery and Bar LLC**, owner Hli Xyooj. The license was conditionally surrendered to the Clerk’s Office by the previous holder of that premise address. The subcommittee will render a recommendation.
 - The Liquor License Review Subcommittee reviewed the applications of **Wausau Museum of Contemporary Art** located at 309 McClellan Street, license applicant MOCA Inc.; **Asch Gardens** located at 180 E. Wausau Avenue, license applicant Asch Properties LLC, owners Kristen and Matthew Aschbrenner; **Kin & Kind** located at 2108 Grand Avenue, license applicant Rachel Radtke. The Liquor License Review Subcommittee will bring the recommendations to the committee meeting.



PHS Date 06/16/2025

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
214217	850 - Obstruction	GALLAGHER, MARY	226919 BOULDER RIDGE WAUSAU WI 54401							
214863	9026 - Class I	SAWYER, COY	3500 STEWART AVE WAUSAU WI 54401	89Q APPRECIATION CONCERT on 7/15/25						
214423	9026 - Class I	WHITTUM, MALCOLM	1913 BROOKVIEW CT. WAUSAU WI 54403	ALL STARS UNDER THE STAR on 08/20/2025 Organized by MALCOLM WHITTUM						
214665	9064 - "Class B" Beer & Liquor	ASCHBRENNER, MATTHEW	1100 HIGHLAND PARK BLVD WAUSAU WI 54403		ASCH GARDENS			Yes		
214212	9064 - "Class B" Beer & Liquor	BECKER, HEATHER	924 JEFFERSON STREET WAUSAU WI 54403		WAUSAU MUSEUM OF CONTEMPORARY ART			Yes		
214748	9064 - "Class B" Beer & Liquor	RADTKE, RACHEL	411 S 7TH AVE WAUSAU WI 54401		KIN & KIND			Yes		
214386	9064 - "Class B" Beer & Liquor	RAMIREZ-PALACIOS, GONZALO	1616 N 6TH ST WAUSAU WI 54403		TAQUERIA TRES HERMANOS	05/28/2025	06/30/2026	Yes		
214747	9064 - "Class B" Beer & Liquor	XYOOJ, HLI	627 N 12TH AVE WAUSAU WI 54401		TRULY'S EATERY AND BAR			Yes		
214741	9067 - Class "B" Beer & "Class C" Wine	VAN SLATE, JOHN	112 STROWBRIDGE WAUSAU WI 54401		319 BISTRO	06/10/2025	06/30/2026	Yes		
214607	9069 - Temporary "Class B" (Picnic)	,	PO BOX 1611 WAUSAU WI 54402		WAUSAU NOON OPTIMIST					



PHS Date 06/16/2025

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
213180	9069 - Temporary "Class B" (Picnic)	,	PO BOX 388 WAUSAU WI 54402		VFW BURNS POST 388					
214826	9069 - Temporary "Class B" (Picnic)	,	607 WASHINGTON STREET WAUSAU WI 54403		ADAPTIVE COMMUNITIES INC					
214578	9069 - Temporary "Class B" (Picnic)	THURS, TIM	PO BOX 764 WAUSAU WI 54402-0764		WAUSAU YOUTH BASEBALL & SOFTBALL INC					
214546	9075 - Cigarette	SCOBELL, RAND	247307 HWY W MERRILL WI 54452		BOB & RANDY'S	06/05/2025	06/30/2026			
214457	9078 - Amusement Device	LOR, JASON	406 N 8TH AVE WAUSAU WI 54401		CW FLY BAGS	06/05/2025	06/30/2026			
213559	9080 - Public Transport Driver New	FRENCH, TERRY	627 LINCOLN AVE #B WAUSAU WI 54403		NORTHWOODS CAB	04/30/2025	06/30/2025	No		

Total Licenses

10

Northcentral WI Central Labor Council

318 So Third Ave. Ste #5

Wausau, WI 54401

To Whom it May Concern,

The Northcentral WI Central Labor Council aims to strengthen the Marathon County labor force and promote well-paying jobs. We continue our goals of helping to grow our community.

We also take seriously the responsibilities we have to our community. While it was the decision of Chief Matt Barnes and the Wausau Police Department to change the standard route that was known for many years, we accept our changing society and do our best to comply and collaborate with the Wausau Police Department to adapt to these changes in community events, such as parades.

We are collaborating with the Police Department to ensure that the parade in part goes past the Labor Temple. The Central WI Central Labor Council emphasizes the importance of labor history and requests the inclusion of labor-related events in the city's events guide and calendar.

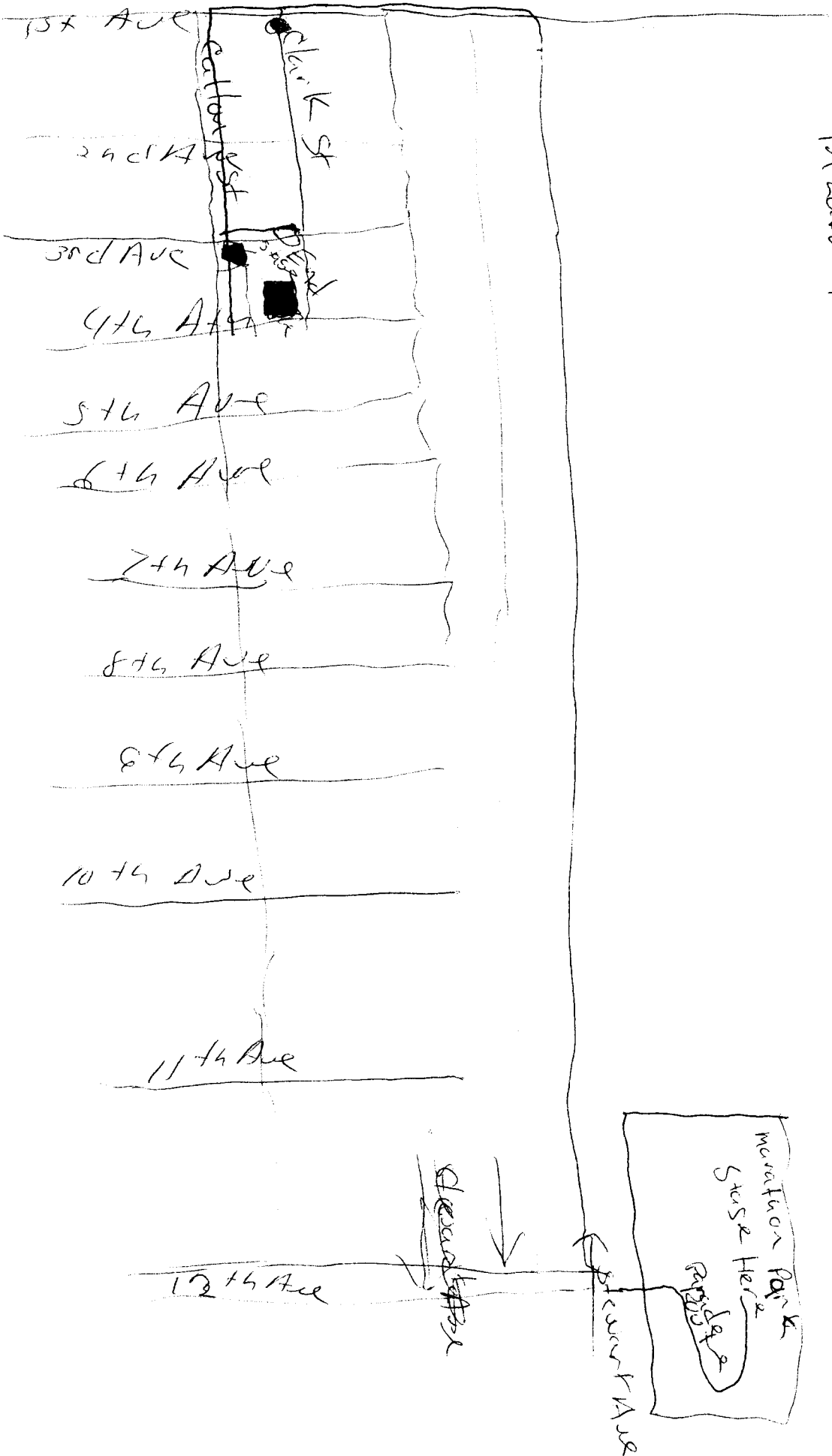
Warm regards,

Randy Radtke, President

Nancy Stencil, Vice President

□ Parade Route

■ Labor Temple & Stage
in Labor Temple parking lot



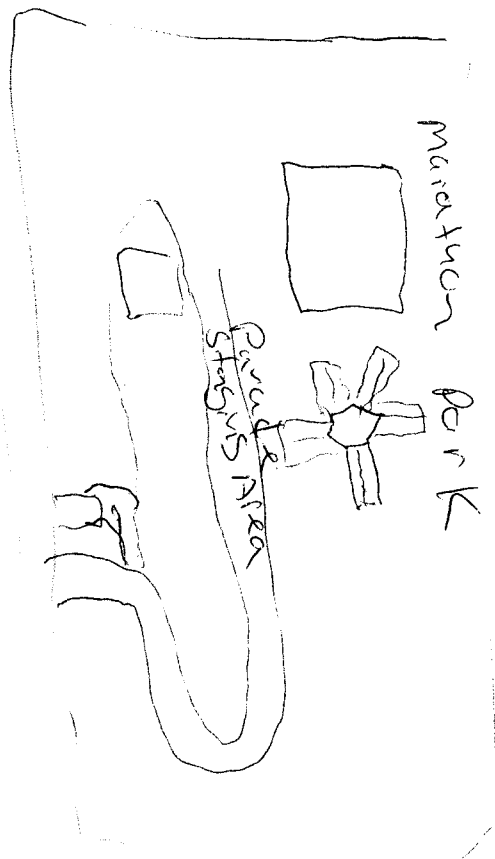
8th Ave

9th

10th Ave

11th Ave

12th Ave



involve -pa



SPECIAL EVENTS APPLICATION
(Submit this application to the City of Wausau Clerk's Office)

Class of Event: I

Class Fee \$ 200

Multiple Day _____ Serial _____

Block Reservation Fee: \$ _____

Estimated City Services Fee: \$

Event Name:

Wausau Labor Day Parade

Event Dates:

Time of Event: 4pm (line up at 3pm)

Set Up Dates:

Labor Day - Monday September 1 - 2025

Removal Dates:

September 1, 2025

Event Location:

Staging area is at Marathon Park (see enclsed Map)

Organizer:

North Central w/ Central Labor Council

Contact Person:

Pres. Randy Radtke 715.370.8408 V. Pres. Nancy Stencj 715.581.7983

Address:

318 So Third Av. Ste #5 Wausau 54401

Work Phone #:

see above

Home/Cell Phone #:

Email Address:

ebmarathoncle@gmail.com -or-
marathoncitylabor@gmail.com.

Describe Event: (include purpose, features, schedule, estimated attendance, number of floats if parade)

Annual Labor Day Parade, Staging at Marathon Park at 3pm,
heading down Stewart Ave toward the downtown area.
Map is enclosed. The Parade Starts @ 4pm. We will not
be using the 400 Block. On the return Route we would
end at Labor Temple. Some will of course go to
Marathon Park, to retrieve their vehicles

CITY OF WAUSAU
CITY SERVICES INCLUDING EQUIPMENT USAGE AND 400 BLOCK RESERVATION / USE FEES
FEE DETERMINATION SCHEDULE

	ADMISSION/FREE EVENT OF LIMITED INTEREST not open to the General Public Sponsored and/or Organized by a Not-For-Profit Group, Club or Community Group	ADMISSION EVENT OF WIDE INTEREST Open to the General Public Sponsored and/or Organized by a Not-For-Profit Group, Club or Community Group	FREE EVENT OF WIDE INTEREST Open to the General Public Sponsored and/or Organized by a Not-For-Profit Group, Club or Community Group	Event is Sponsored and/or Organized by a Private Group	Event is Sponsored and/or Organized by a Commerical Enterprise
Example of an Event	Political Groups, Club Organizations such as model railroad or Ham Radio Operators	Blues Fest, Renaissance Festival, Log Jam	Weekly Concert Series on the Square, Fall Art Festival, Easter Egg Hunt, Kayak Races, Christmas Parade, Balloon Rally	Weddings, Company Picnics, Private Party	Circus, Auction, Sale
Primary Audience	Special Interest Group not representing the General Public	Wide interest by the General Public	Wide interest by the General Public	Invited guests	Fee Paying Audience, Special Interest Groups
Beneficiary of Fees or Commerical Venture	Admission fees/indirect revenues generated benefit the NFP group, or club	Admission fees generated benefit the NFP group, or club	Indirect revenues generated benefit the NFP group, or club	Private Group	Private organization or commerical enterprise
Role of the City	No Inkind Services	Inkind Services may apply	Inkind Services may apply	No Inkind Services	No Inkind Services
Park/Facility Rental	Fees as outlined per the fee schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Fees as outlined per the fee schedule	Fees as outlined per the fee schedule
Fees for Equipment Rental	Fees as outlined per the fee schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Fees as outlined per the fee schedule	Fees as outlined per the fee schedule
Fees for Park Service Staff	Hourly rates as provided on the attached schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Hourly rates as provided on the attached schedule	Hourly rates as provided on the attached schedule
Fees for Electrical Services	Hourly rates as provided on the attached schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Hourly rates as provided on the attached schedule	Hourly rates as provided on the attached schedule
Fees for Public Works Staff	Hourly rates as provided on the attached schedule	Inkind Services determined through application process*	Inkind Services determined through application process*	Hourly rates as provided on the attached schedule	Hourly rates as provided on the attached schedule

* Events receiving direct city funding, along with the Christmas, Labor Day, Memorial Day, and United Way Parade are exempt from application for inkind services not to exceed \$5,000.

Event Location or Route, if parade (include map and timed itinerary of events including staging & demobilization times and locations)

Staging at Marathon Park @ 3pm, parade begins at 4pm heading down Stewart to toward downtown area. Return Route (see map) slight diversion off Stewart to pass the Labor Temple - back out to Stewart and ends at Marathon Park.

Describe any event issues or challenges (such as parking) and your plan for addressing those issues.

Parking will not be an issue. See map for diversion off Stewart Av. to go past Labor Temple. Currently working with Chief Matt Barnes on the diversion piece. Again, see map.

Describe how you intend to use the proceeds (if any) from this event?

No proceeds. Labor day Parade simply shows the history and Commitment of Labor to our Community.

Describe how the event will be promoted or advertised?

Generally we promote to all of our local unions. We take out private Ads in City Pages + Pilot + Review. For many years we have not been included in any city of Wausau event Calendars and would like to know how we can go about being a recognized event in the Community. Since this is for public good. Thank you!

EVENTS QUESTIONNAIRE

Please answer all questions:		YES	NO	Describe specifically and completely (how many, what, where, why)	Are you expecting the City to provide this service? Please indicate who or what you expect.
1.	Is the event open to the general public? List your estimated attendance?	X		Intersections on Parade Route	have had auxiliary P.D. in the Past
2.	Have you reserved or rented the event's location? Call the Parks Dept. for The 400 Block 715-261-1550 for park facilities.	?		Parade event ↓ was told by WPD to Stage here	?
3.	Will an admission or entry fee be charged? Will there be security for large cash collections?		X	Free to Public	—
4.	Will there be wine or beer served?		X	—	—
	If there will be wine/beer served, have you applied for and obtained a temporary liquor license from the City Clerk (261-6620) and arranged for licensed bartenders at the event?		X	People generally go to the Labor Temple after the event	—
6.	If there will be wine/beer served, have you obtained and erected fencing to comply with the City's ordinance?		X	—	—
7.	If you are charging an admission or if you are serving alcohol will you be prohibiting firearms and concealed weapons and post that fact? If not, what steps will you take to ensure the health, safety and welfare of those attending?		X	No admission charge. WPD has changed Route for security purposes, We obtain insurance for the event.	
8.	Are you planning to erect a stage(s)? If so, please list whether a canopy will be needed over the stage.	X		We need the Stage to be... we set up at the Labor Temple as floats go by they are recognized by radio guys who does out announcing. You always trailer it in.	
9.	Are you planning to have tents or temporary structures for the event? (This would require a safety inspection by Fire (715-261-7900) and/or Inspection Dept. (715-261-6780). Have all underground utilities been located prior to pounding stakes or fence posts into the ground? Call Parks Dept. (261-1550 for public property or Digger's Hotline 1-800-242-8511 for private property at least 10 days prior to set up.)	X		Just our usual at the Labor Temple. They have food & beverages for sale as a bar.	
10.	Will there be food or beverage vending? Have vendors received approval and permits by the Marathon County Health Department? (715-261-1900)		X	at the Labor Temple only	
11.	Will there be other types of vending? Describe.		X	—	—

Event Fees

Equipment Rental Deposit		\$ 75.00 / unit
(Water tank, trailer, service panels, & water stand pipes)		
Snow Fence 50" Roll including stakes and ties**		\$ 12.00 / roll
Portable Stage**		\$200.00 / each
Portable Stage Canopy**		\$100.00 / each
Barricades **		\$ 7.00 / each
Picnic Tables**		\$ 20.00 / each
Manual Post Pounder		\$ 35.00
Water Stand Pipes		\$ 50.00 / each
Backflow Preventers		\$ 12.00 / each
Bleacher Planks		\$ 7.00 / each
Use of sound and/or light system(s) (400 Block only)		\$165.00 / \$550 deposit
Stage and Planter Pedestals		\$ 35 / event
Portable Electrical Panels (Spider Box)		\$165 / panel / event
Park Services Staff	Week Day	\$ 45.00 / hr / person
	Weekend and Evenings	\$ 70.00 / hr / person
Electrical Services Staff	Week Day	\$ 55.00 / hr / person
	Weekend and Evenings	\$ 70.00 / hr / person
Public Works Staff	Week Day	\$ 45.00 / hr / person
	Weekend and Evenings	\$ 70.00 / hr / person

**Set up, delivery and pick up of equipment are not included in the daily rental rates and will be charged per hourly rate based on actual time spent. Delivery and pickup needs to be scheduled at least two weeks in advance and will not always be available for all items.

Damages or Cleanup:

If required, damage to city property or clean up after an event shall be invoiced to the event organizer following the event's conclusion.

The City of Wausau is an Eco-friendly municipality and as such requires Event Organizers to recycle as part of their cleanup plan. You will be required to contract with a company to provide garbage collection and recycling services for the event.

Insurance:

A commercial general liability policy is required in the following minimum amounts for Class I and Class II events.

Per person / injury	\$ 500,000
Per occurrence / injury	\$ 500,000
Property damage	\$ 500,000
Public liability and property damage and excess liability umbrella policy	\$1,000,000

Applicant must sign a hold harmless agreement and provide the City with a certificate of insurance showing insurance written by a company licensed by the State of Wisconsin and covering any and all liability or obligations which may result from the applicant's employees, agents, contractors, or subcontractors. **The certificate shall name the City of Wausau as an additional insured.** Proof of insurance, including coverage and exceptions must be provided to the City prior to the event permit being issued.

Ordinances:

Sponsors, participants and organizers of special events must comply with all applicable state, federal and municipal regulations and ordinances.

Total Occupancy of City Lands and Facilities:

An event may be allowed to totally or partially occupy the following Parks: Oak Island, Athletic, Riverside, Boileau Field, Woodson, Yawkey, City Hall, White Water, Big Bull Falls, Stewart, Sylvan Hill, portions of the River Edge Parkway, Fern Island, Picnic Island and Brockmeyer Park and The 400 Block.

Other City lands and facilities: Third Street Pedestrian Mall (Washington to Grant Streets), Wausau Downtown Airport, County Parks located in the City limits and school properties located in the City limits and Specified Parade Routes.

Public Safety:

Event organizers are responsible for ensuring the safety of the participants in their event. Depending upon the size, location, and nature of the event, the City may require any or all of the following: Private security on site, police on site, metal detectors, first aid services, EMS on site, internal communication system, external communication system, public address system, night lighting, exit signage, emergency plan including evacuation plan, weather monitoring, fire extinguishers and/or fire protection systems.

Parking:

Adequate parking must be available to support the event without causing undue disruption of normal commercial or residential activities. Off-site parking combined with shuttle transportation may augment on-site parking. If your event has parking issues, please include a proposal to address those issues in the application under the "Event Issues and Challenges" section.

Commercial Sales:

Sales of food, beverages and merchandise are allowed during special events on public property under the following conditions:

- a. Food, beverage and merchandise sales must be secondary to the primary theme or activity of the event.
- b. Uninvited vendors are not allowed to vend at an event unless they have express written permission from the event organizer and proper permits from the Marathon County Health Department. Event organizers are responsible for obtaining registration information for all vendors participating in their event.
- c. Merchandise sold by vendors during an event shall be reviewed by and have approval of the event organizer.
- d. Event vendors are responsible for obtaining and displaying all appropriate sales permit, health/sanitation licenses, food and beverage and vending permits if required. All food & beverage vendors should complete the food & beverage worksheet.

Wine and/or Beer Sales:

Wine and Beer concessions are allowed under the conditions of City ordinance 5.64.150 as follows: A Temporary Class "B" / Class "B" Retailers License (picnic license) must be obtained. These are only eligible to churches, foundations or bona fide clubs in existence for at least six months. Licensed operators (bartenders) are required. A Retailer's license application is required by state law to be on file with the City Clerk a minimum of 15 days prior to issuance and requires approval from the City Council. If you are planning to serve beer or wine at your event, contact the City Clerk to file a "Temporary Class B Retailers" application at least 30 to 45 days in advance of this event.

Enclosure Required—Picnic License.

- a. The license holder of a special Temporary Class "B" Retailers License (picnic license) shall cause to be installed around the main point of sale a fence or fences at least seven feet in height measured from ground level, or two fences at least four feet high and eight feet apart, in order to control ingress and egress of persons and consumption of fermented malt beverages; and shall station an adult at the entrance to the area for the purpose of checking age identification. The herein described fence regulations shall not apply to a licensed area within an enclosed building.
- b. No fermented malt beverage shall be served to or consumed by anyone outside of the fenced-in area unless a waiver has been requested and granted pursuant to conditions described in WMC 5.64.150 on or before December 31, 2004 for certain described locations.

We will not be using the 400 Block

Please answer all questions:		YES	NO	Describe specifically and completely (how many, what, where, why)	Are you expecting the City to provide this service? Please indicate who or what you expect.
12.	Will you need The 400 Block stage?		X	_____	_____
13.	Will you use the planter electrical pedestals or need additional electrical panels?		X	_____	_____
14.	Will vendors or anyone else need electricity at the event? Have each of the vendors completed the food & beverage work stand questionnaire for Electrical Inspectors to be submitted with your events application?		X	_____	_____
15.	Have you provided sufficient restroom facilities or portable toilets for this event, in accordance with Health Department 715-261-1900?	X		bathrooms at Marathon Park and at the Labor Temple	
16.	Have you provided available drinking water?	X		We always have	a cooler with water
17.	Have you provided sufficient refuse collection bins and arranged for cleanup of the premises within 24 hours after the event in accordance with Health Department and City	_____	_____	at the Parade for needs	everyone who
	a. Have you contracted with a company to provide garbage and recycling services?	_____	_____	_____	_____
	b. How many of the following will you provide for the event (Please list): Garbage Containers? Recycling containers for glass, plastic, aluminum, cardboard and paper?	_____	_____	only garbage we may have we take with	_____
	c. Have arrangements been made to empty and/or collect garbage and recycling containers within 24 hours after the event?	_____	_____	_____	_____
18.	Is there entertainment such as bands, amplifiers, circus, performances, etc.? Have the neighboring residences been notified of expectations of this event?	_____	_____	Not at 400 Block	_____
	Will you need The 400 Block sound system?	_____	X	_____	_____
	Will you need The 400 Block light system?		X	_____	_____
19.	Does your event occur at night or continue into evening (dark) hours? If so, what is your plan for lighting and security?		X	_____	_____

Please answer all questions:		YES	NO	Describe specifically and completely (how many, what, where, why)	Are you expecting the City to provide this service? Please indicate who or what you expect.
20.	Will there be overnight camping at the event premises? If so, what is your plan for public health, lighting and security issues?		X	—	—
21.	Will there be fireworks or pyrotechnics at this event? Have you obtained the necessary permits from Fire Inspectors 715-261-7900?		X	—	—
22.	Is there an emergency plan in place for accidents, injuries, fires, severe weather, etc.?				
23.	Will this event involve amusement games and rides? Have you complied with the WI Administrative Code Chapter 34 with regard to amusement rides?		X		
24.	Will this event hold a raffle? Have you complied with the legal requirements in Wisconsin through the Dept. of Administration? (608-270-2552)		X		
25.	Will this event require street closure? Have the neighbors been notified of the request to temporarily close the street and the times of the closure?	X		for Parade Route as indicated by WPD	
26.	Have you obtained orange safety vests and provided training for route guides on runs/walks?	X		labor parade vests + Waikiki	officers have Talkies
27.	Will there be any traffic control, crossing assistance, security or parking issues due to this event? Have you consulted with the Police Dept. 715-261-7800. (You must consult with and have approved through the Wausau Police Department, temporary traffic regulation needs and locations.)			WPD is aware and directing us	X
28.	Is closure and/or detouring needed for WIS 52 or Bus 51 in the city? WI DOT application required. Form: DT1479	X		we have not had this indicated to us by WPD	
29.	Does this event need private shuttle transportation (buses)? Have you arranged for private service with drop-off and pickup points to this event?		X		
30.	Have you obtained and provided to the Clerk adequate liability insurance with the City of Wausau named as the additional insured?	X		we carry the insurance each year.	
31.	Have you provided a complete time schedule and location itinerary of the parade staging & route?	X		map is enclosed	
32.	Does this event need temporary bike racks? If so, how many and where?		X		

People generally go to the Labor Temple
after the event

Please list all vendors participating in your event (attach additional pages if necessary)

Contact the Marathon County Health Dept. 715-261-1900 to discuss your food service plan prior to the event.

Vendor Business Name:

Individual Contact Name:

Street Address, City, Zip:

Business and Home Phone #:

Type of Merchandise being sold:

(For food/beverage - submit food & beverage stand worksheet for each stand)

State of Wisconsin Seller's Permit (sales tax) #

Marathon County Health Department Permit (food / beverage products) #

Vendor Business Name:

Individual Contact Name:

Street Address, City, Zip:

Business and Home Phone #:

Type of Merchandise being sold:

(For food/beverage - submit food & beverage stand worksheet for each stand)

State of Wisconsin Seller's Permit (sales tax) #

Marathon County Health Department Permit (food / beverage products) #

Vendor Business Name:

Individual Contact Name:

Street Address, City, Zip:

Business and Home Phone #:

Type of Merchandise being sold:

(For food/beverage - submit food & beverage stand worksheet for each stand)

State of Wisconsin Seller's Permit (sales tax) #

Marathon County Health Department Permit (food / beverage products) #

None**Food and Beverage Stand Registration Worksheet**

Organization:

Chairman / President:

Contact Person:

Address:

Work Phone #

Home or Cell Phone #

Describe Food(s) and/or Beverages
you plan to sell:Describe Food Stand and EXACT Measurements
(indicate if you will be using a wagon):

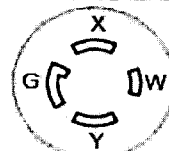
Self-contained Wagon: (circle one if applies) 240V or 120V

Describe EXACT Space Requirements:

ELECTRICAL NEEDS: The Health Department requires you to have HOT WATER available. You may need to use
an appliance to keep it heated.**Vendor Electrical Request****Require Less than 50 amps:** Vendors requiring 50 AMPS or less will be cord and plug
connected. Specify needs from available plug configurations listed below. **Plug adapters**
are not provided.**NEMA 5-15R**
15A 125V**NEMA 5-20R**
20A 125V

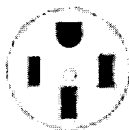
5-15R/5-20R

Number Requested _____

**NEMA L14-30R**
30 Amps
125 / 250 Volts

L14-30

Maximum of One

NEMA# 14-50R
50 Amp
1-120/240 VAC

14-50R

Maximum of One



(800) 597-9311

**50 Amp 125/250 Volt Locking**
Flush Mount Receptacle
Non-NEMA Configurationwww.ATIDistributors.com

50 AMP 125/250

Maximum of One

Require more than 50 AMPS: Vendors requiring greater than 50 AMPS will be hard wired to an electrical
distribution panel. Specify estimated total electrical requirements:

AMPS

VOLTS

WIRE SIZE

Worn or defective equipment will not be connected.

I agree to indemnify and save harmless the City of Wausau and Marathon County, and their employees, elected and appointed officials, and agents from any and all liability from claims of bodily injury, property damage, or any other nature whatsoever arising out of the use of Wausau or Marathon County properties, equipment, or services herein specified.

Signature of

Event Organizer:

Nancy Stencel and Randy Rachtel

Date:

05.06.2025

***Attention Organizer:

If your organization receives funding through City's room tax appropriation process you must complete the attached budget statement or submit an itemized budget statement. Your proposed budget must be submitted with this application and your actual budget must be submitted within 90 days after the end of your event.

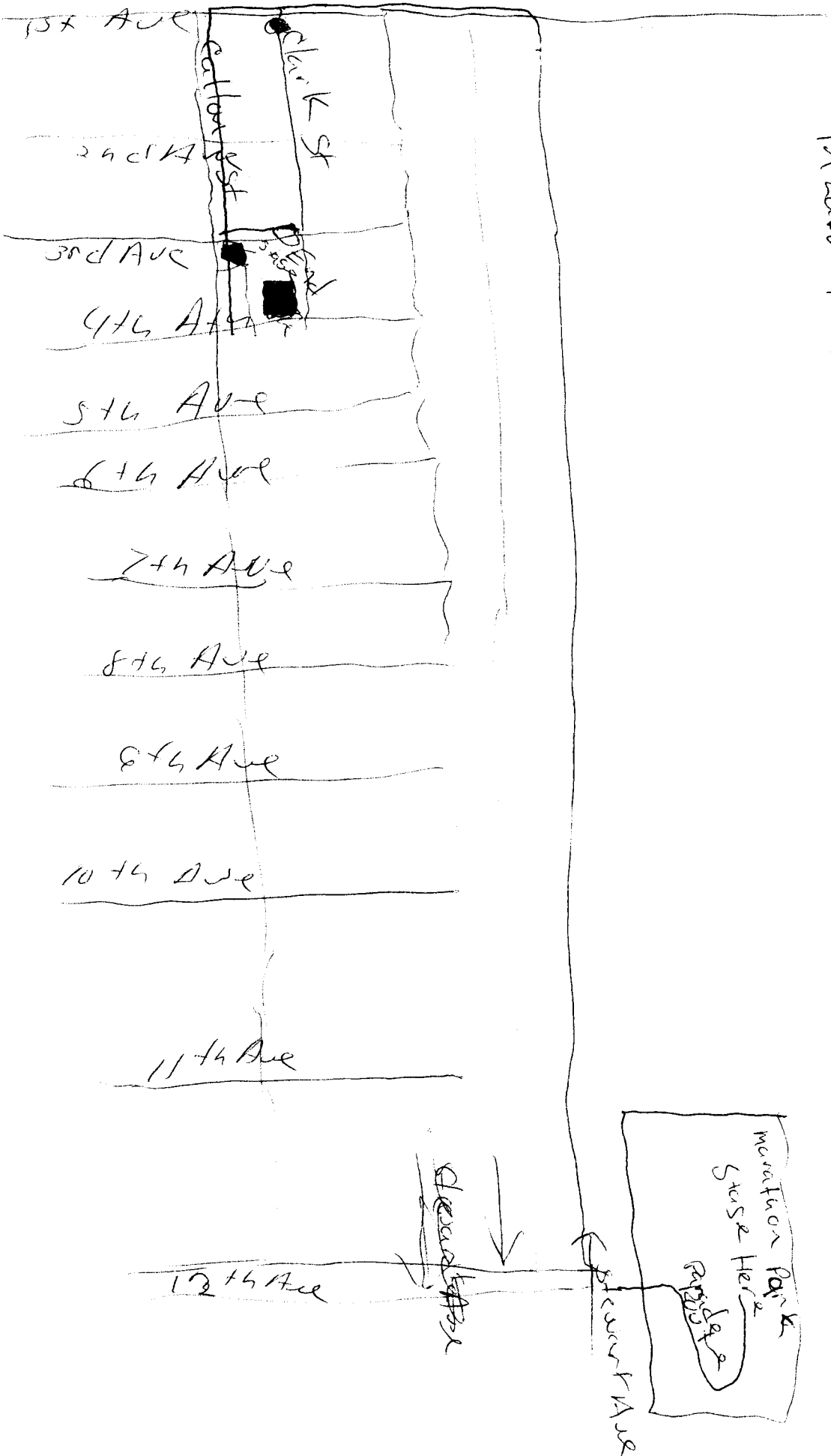
PH&S Approval: 10/19/2004

Council Approval: 11/9/2004

Application Revised: 11/13/2018

☐ Parade Route

■ Labor Temple & Stage
in Labor Temple parking lot



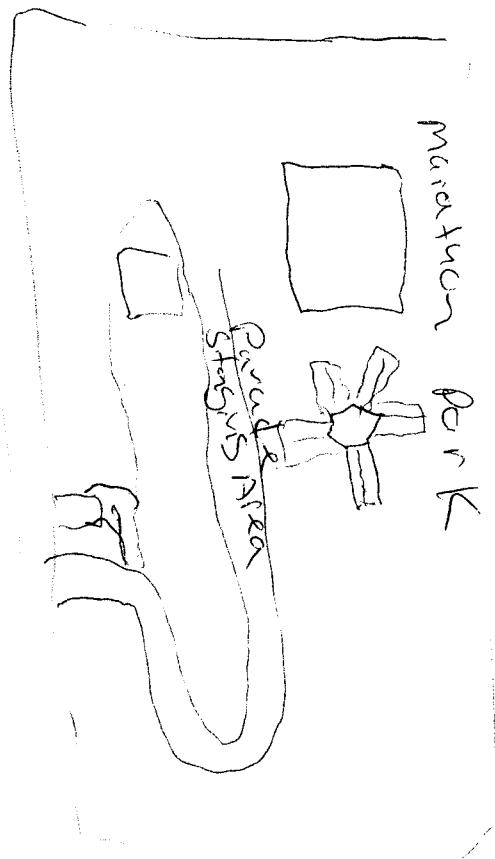
8th Ave

9th

10th Ave

11th Ave

12th Ave



Alcohol Beverage License and
Permit Transfer ApplicationDate
5.20.25

Use this form to transfer a municipally-issued alcohol beverage retail license to a different person. Also use this form to transfer a retail license or a state-issued alcohol beverage permit to another physical location. Submit this form only to the issuing authority.

Transfer Type (check one) ☐ Person-to-Person (no fee) ☒ Place-to-Place (\$10 fee)		Fees	
Type of Authorization to transfer (check one) ☐ Municipal Retail License ☐ State Issued-Permit		Transfer Fees	\$
Name of License/Permit (e.g. "Class A" Liquor or Brewery)		Publication Fee	\$
Current License/Permit Number		Background Check	\$
		Total Fees	\$

Part A: Current Business Information			
1. Legal Business Name (individual name if sole proprietor) THE SUNDAYS BADGER			
2. Business Trade Name or DBA LIMERICKS PUB			
3. FEIN 27-1821382		4. Wisconsin Seller's Permit Number 456-1027165955-03	
5. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization			
6. Premises Address 634 N. 3RD ST.			
7. City WAUSAU		8. State WI	9. Zip Code 54403
10. County MARATHON		11. Governing Municipality ☒ City ☐ Town ☐ Village of: _____	
12. Premises Phone 715-348-0578		13. Premise Email	
14. Contact Person Name CORY HORN		15. Website	
16. Contact Person Phone 715-218-5508		17. Contact Person Email Cory.Horn@hotmail.com	

Complete EITHER Part B OR Part C, based on the type of transfer you selected at the top of this form.

Part B: Transfer from Person-to-Person New Business Information	
1. Reason for license transfer (check one) ☐ Death ☐ Disability ☐ Foreclosure ☐ Assignment to Creditor ☐ Bankruptcy	
2. Legal Business Name of New Licensee (individual name if sole proprietorship)	
3. New Licensee Phone	4. New Licensee Email
5. Has the new licensee completed AB-100? Submit a completed Form AB-100 with this form ☐ Yes ☐ No	
6. Has the new licensee completed AB-200? Submit a completed Form AB-200 with this form ☐ Yes ☐ No	

Continued →

Part C: Transfer from Place-to-Place New Premises Information

1. New Premises Address

6034 N. 3RD ST

2. City

WAUSAU

3. State

WI

4. Zip Code

54403

5. New Premises Phone

715-348-0578

6. Premise Email

7. New Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and where records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

LOCATED AT THE CORNER OF GRAT ST + 3RD ST.

Part D: Attestation

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license or permit. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name

Horn

First Name

Cory

M.I.

L

Title

MEMBER

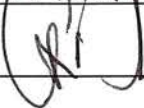
Email

Phone

218-5508

715-432-72

Signature



Date

5/20/25

Part E: For Clerk Use Only

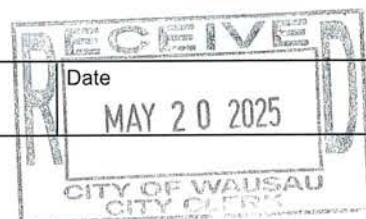
Date Application Was Filed With Clerk

License Number

Date License Granted

Date License Issued

Signature of Clerk/Deputy Clerk



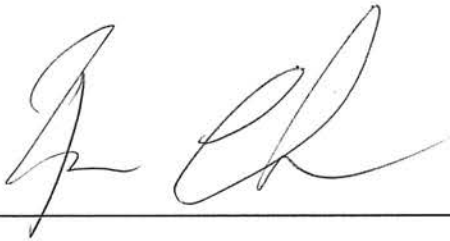
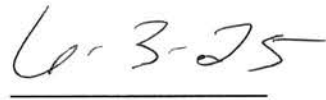
Cop Shoppe Pub

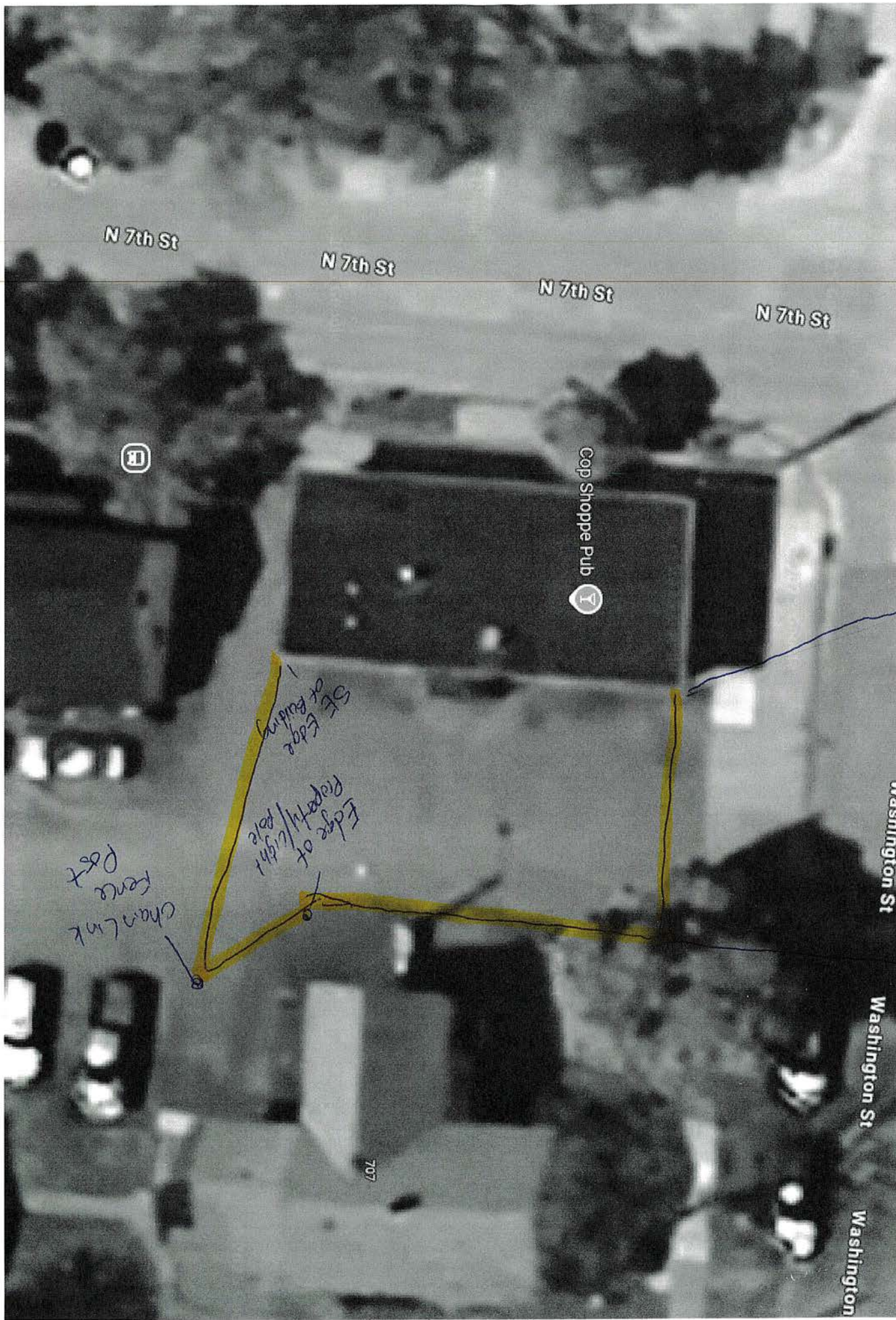
701 Washington St

Wausau, WI 54403

To whom it may concern,

The Cop Shoppe Pub would like to fence off the parking lot during a fundraising event to extend the legal area for open containers of alcohol on July 26th 2025, from 1:00pm - 9:00pm.

A handwritten signature in cursive script, appearing to read 'J. Clark', written over a horizontal line.A handwritten date '6-3-25' in cursive script, written over a horizontal line.



N 7th St

N 7th St

N 7th St

N 7th St

11

Cop Shoppe Pub



SE Edge
of Building

Edge of
Property/Lot

ChamLink
Fence
Post

Washington St

Washington St

Washington

NE Edge of
Building

Edge of
Parking Lot

TO: Public Health and Safety Committee
FROM: Jeremy Kopp, Fire Chief
DATE: June 6th, 2025
SUBJECT: State HazMat Contract Renewal

Purpose:

To request approval for renewal of the contract between the **State of Wisconsin** and the **City of Wausau Fire Department** to continue providing **Type II Hazardous Materials Incident Response** in the Northeast Region.

Recommendation:

I recommend approval of the State contract renewal, allowing the Wausau Fire Department to continue serving as a **regional Type II HazMat Response Team** as outlined in the agreement.

Facts or Considerations:

Background:

The Wausau Fire Department has served as a regional HazMat response team under contract with the State of Wisconsin since the **late 1990s**. This renewed contract continues that long-standing partnership and supports the state's tiered hazardous materials response system. Currently, the City of Wausau receives **\$81,000 annually** in support of maintaining a certified Type II team, including training, staffing, and equipment readiness.

Discussion:

The current contract renewal is due by **July 1, 2025**. As in prior years, the **reimbursement section is temporarily left blank** due to the pending completion of the State's biennial budget. The **Wisconsin Emergency Management (WEM)** office has indicated that **at minimum, funding will remain consistent** with previous years.

Meanwhile, the **Wisconsin State Fire Chiefs' Association** continues to advocate for a **25% increase** in state funding for regional HazMat teams, which may enhance reimbursement levels once the budget is finalized.

To ensure timely execution, WEM has requested participating agencies **sign the contract in advance**, with the reimbursement schedule to be inserted once the state budget is complete. The **City Attorney's Office** has reviewed the contract draft and found it acceptable for approval.

Rationale:

Maintaining a Type II Regional HazMat team in Wausau is critical. Even without a state contract, the city would still need to maintain hazardous materials response capabilities for local emergencies.

This contract helps **offset the significant operational costs** associated with maintaining a state-compliant HazMat team, including training, equipment, and personnel.

It also helps preserve our leadership role in regional public safety.

Impact:

Approving this contract ensures that:

- Wausau citizens benefit from a **high-quality HazMat response capability** located in their community.
 - The city is partially **reimbursed for essential response costs**, easing the financial burden on the local budget.
 - Our department remains **prepared and well-positioned** to respond to hazardous incidents, both locally and regionally.
-

Coordination:

The contract has been reviewed and approved by the **City Attorney's Office**. Once the State finalizes its budget and confirms the reimbursement amounts, we will coordinate with the **Finance Director** and forward any required **budget modifications** through the Finance Committee.

Attached: Draft Contract with the State of Wisconsin

Drafted by: Jeremy Kopp, Fire Chief



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

JULY 1, 2025, THROUGH JUNE 30, 2027

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

**CITY OF APPLETON, WISCONSIN
CITY OF OSHKOSH, WISCONSIN
CITY OF GREEN BAY, WISCONSIN
CITY OF WAUSAU, WISCONSIN
CITY OF RHINELANDER, WISCONSIN
CITY OF MARINETTE, WISCONSIN
WAUPACA COUNTY, WISCONSIN
CITY OF MARSHFIELD, WISCONSIN
CITY OF WISCONSIN RAPIDS, WISCONSIN**

**NORTHEAST
WISCONSIN HAZARDOUS MATERIALS TASKFORCE**



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

1.0 General Contract Information

1.1 **Parties:** This contract is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management on the one hand and the City of Appleton, City of Oshkosh, City of Green Bay, City of Wausau, City of Rhinelander, City of Marinette, Waupaca County, City of Marshfield, and the City of Wisconsin Rapids, also collectively referred to as the Northeast Wisconsin Hazardous Materials Taskforce on the other for the provision of Wisconsin Hazardous Materials Response System services as described herein and authorized under 1991 Wisconsin Act 104, as codified in Wis. Stat. § 323.70 of the Wisconsin Statutes and as further amended.

1.2 Recitals:

WHEREAS to protect life and property against the dangers of emergencies involving Level A releases, the Division may assign and make available for use in any county, city, village, or town a hazardous materials response system.

WHEREAS the Division desires to enter into this Agreement to establish Contractor as part of the Wisconsin Hazardous Materials Response System, and Contractor desires to be so designated and to enter into this Agreement.

HOWEVER, the parties expressly recognize and attest by this Agreement that neither party intends to create or assume fiduciary or other responsibilities to provide for the containment, cleanup, repair, restoration, and investigation of the environment (air, land, and water) in a hazardous materials incident, which named responsibilities are and shall remain the sole obligations of the Wisconsin Department of Natural Resources under Wis. Stat. §§ 292.11 and 323.60(4).

1.3 **Contract Term:** This Agreement runs for two years, commencing July 1, 2025, and ending on June 30, 2027.

1.4 **Quarterly Basis:** Certain actions are to be taken on a quarterly basis. For the purposes of this Agreement, the quarters are as follows:

First quarter:	July 1 through September 30
Second quarter:	October 1 through December 31
Third quarter:	January 1 through March 31
Fourth quarter:	April 1 through June 30

2.0 **Definitions:** The following definitions are used throughout this Agreement:

Agreement means this Contract, together with the Exhibits. Exhibits include the following:

Exhibit A	Standard Terms and Conditions (Request for Bids/Proposals) DOA-3054 Form
Exhibit B	Northeast Wisconsin Hazardous Materials Taskforce Budget
Exhibit C	Map of Wisconsin Hazardous Materials Response System
Exhibit D	Certificate of Protection in Lieu of an Insurance Policy, as applicable.

State means the State of Wisconsin.

Department means the State of Wisconsin Department of Military Affairs.

Division means the Division of Emergency Management.

Contractor means the City of Appleton, City of Oshkosh, City of Green Bay, City of Wausau, City of Rhinelander, City of Marinette, Waupaca County, City of Marshfield, and the City of Wisconsin Rapids, also collectively referred to as the Northeast Wisconsin Hazardous Materials Taskforce, by which hazardous materials response service or services to Level A releases will be performed under this Agreement.

Emergency means a situation that affects or presents an imminent risk to public health, safety and/or the environment.

Wisconsin Hazardous Materials Taskforce means one of four (4) Taskforces located throughout the State and comprised of Type I, Type II, and Type III hazardous materials teams.

Incident means any actual or imminent threat of release, rupture, fire, or accident that results or has the potential to result in the loss or escape of a hazardous material into the environment.

Level A Release means a release that meets the specifications under Wis. Stat. § 323.02(11) of the Wisconsin Statutes.

Type I Hazardous Materials Team includes all Type II and Type III Level A release response capabilities, plus the self-sufficient ability to make entry to and the capability to respond to Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) incidents.

Type II Hazardous Materials Team includes all Type III Level A release response

capabilities plus the analysis of unknown substances and the capability to make entry to an unknown substance response with the proper number of personnel.

Type III Hazardous Materials Team includes response capabilities to all known chemicals and fuels plus the ability to perform mitigation operations and the capability to make entry for Level A releases and known substances with the proper number of personnel.

Wisconsin Hazardous Materials Response System means the four (4) tiered hazardous materials taskforces comprised of fire departments chosen by the Division to provide Level A hazardous materials response that meets the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1.

3.0 Statement of Work

- 3.1 **Services to be provided by Contractor:** During the term of this Agreement, the Contractor agrees to provide hazardous materials response system services to Level A releases through the use of designated Type I, Type II, and Type III Hazardous Materials Teams making up four (4) Taskforce areas throughout the State of Wisconsin as described in Exhibit C, attached hereto and incorporated by reference herein. This Agreement does not include response to Type IV incidents which are locally defined and handled by the authority having jurisdiction.

Contractor's response activities under this Agreement shall be limited to emergency operations relating to hazardous materials incidents, reporting and documentation of activities arising from hazardous materials releases/incidents which threaten life, property and/or the environment. Contractor shall not provide under this Agreement any services with respect to the sampling, testing, analysis, treatment, removal, remediation, recovery, packaging, monitoring, transportation, movement of hazardous materials, cleanup, storage and disposal of hazardous materials except as these may be reasonably necessary and incidental to preventing a release or threat of release of a hazardous material or in stabilizing the emergency response incident, as determined by the Contractor.

Contractor shall establish safety perimeters at or near sites and vessels. Contractor shall not be required to locate underground utilities, ensure appropriate traffic control services, conduct hydrological investigations and analysis, or provide testing, removal, and disposal of underground storage tanks at or near the emergency response incident to which the Contractor is dispatched.

The Division and Contractor make no representations to third parties with regard to the ultimate outcome of the services to be provided under this Agreement, but Contractor shall respond to the best of its abilities, subject to the terms of this

Agreement.

- 3.2 **Performance Conditions:** Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall receive written approval from the Division to proceed with response activities. A Contractor that has previously been providing services under a regional hazardous materials response system agreement with the Division is considered to have received written approval to proceed with response activities. Division approval shall be conditioned upon the Contractor demonstrating to the Division that its employees, equipment and vehicles meet or exceed applicable regulatory requirements.
- 3.3 **Personnel:** Contractor shall provide an adequate number of trained, medically monitored, competent, and supervised personnel as established by the Division and as is reasonably necessary to operate within the safety levels of the Wisconsin Hazardous Materials Response System. Contractor shall meet the standards under 29 CFR 1910.120 and/or 29 CFR 1910.134(f), NFPA 471, 472 and 1582, IS 700, ICS 100, 200, 300 and 400, and Wisconsin Firefighter 1 certification.
- 3.4 **Vehicles and Equipment:** Contractor shall limit its activities to that which can be safely accomplished within the technical limitations of the available vehicles and equipment. Contractor may use equipment and vehicles provided by the Division for Contractor's local use, except as follows. Contractor agrees that in the event of multiple responses, said equipment that is already not committed to a prior response shall be used on a priority basis to respond to a hazardous materials release. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements within 30 days after this Agreement is fully executed and annually thereafter.
- 3.5 **Vehicles and Equipment Use Limitations:** This Agreement in no way limits the Contractor from responding with Division-provided vehicles, equipment, and supplies under local authority, mutual aid agreements, or other contracts under local authority.
- 3.6 **Response Procedures and Limitations:** Contractor recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction.

Contractor's obligation to provide services hereunder shall arise, with respect to specific response actions, upon receipt of an emergency response request pursuant to mutually approved Standard Operating Guidelines provided in Subsection 3.8. These guidelines will be maintained in a mutual aid support system that will be used to assess readiness.

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable for a hazardous materials response within the State, then, if notice has been provided to the Division, the Contractor may decline a request for hazardous materials response system services.
- 3.8 **Standard Operating Guidelines:** Contractor and Division agree that hazardous materials response system operations will be conducted in accordance with Wisconsin Hazardous Materials Response System Operations Plan, and "Call Out Procedure" that will be mutually approved by the parties to this Agreement.
- 3.9 **Mutual Aid Box Alarm System (MABAS):** Contractor is highly encouraged to participate in the MABAS-WI program. At a minimum and absent MABAS-WI participation, Contractor will be qualified and credentialed under all NIMS standards for hazardous materials.
- 3.10 **Standardized Equipment Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall require standardized equipment purchases and inventory for the Wisconsin Hazardous Materials Response System. Contractor shall update, on an annual basis, the Standardized Equipment Report that provides a current inventory of all hazardous materials equipment assets including but not limited to the manufacturer, date of purchase, and calibration requirements. The Contractor will input equipment inventory on the Division's secure ImageTrend Elite website, <https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The annual Equipment Inventory shall be updated after January 1, or when new equipment is added during the calendar year. Failure to submit timely Equipment Inventory may result in the withholding of quarterly Annual Allocation payments provided for under this Agreement.
- 3.11 **Operating Expenditure Reports:** In order to prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect standardized operating expenditure information from Contractor including but not limited to wages and stipend costs. Contractor shall provide the Division, on a quarterly basis, with an Operating Expenditure Report that provides a current listing of its hazardous materials team's operating expenditures on an electronic spreadsheet developed by the Division. The Division will input Contractor's operating expenditures on the Division's secure WebEOC website located at wi.webeocasp.com, or equivalent. The quarterly Operating Expenditure Reports shall be provided to the Division no later than thirty (30) days after the end of each quarter. Failure to submit timely Operating Expenditure Reports may result in the withholding of quarterly payments under this Agreement until such report is

received.

- 3.12 **Hazardous Materials Incident Reporting:** To prepare, plan, and respond to the dangers of emergencies involving Level A releases, the Division shall collect accurate, actual, and standardized hazardous materials assist and response data. Further, Contractor shall report all hazardous materials incidents (local/county or State) on the Division's secure ImageTrend Elite website, <https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The Hazardous Materials Incident Report shall be completed and submitted no later than five (5) business days after the end of the incident. Failure to submit timely Hazardous Materials Incident Reports may result in the withholding of quarterly payments under this Agreement until such report is submitted.
- 3.13 **Wisconsin Hazardous Materials Response System Member Rosters:** Under Subsection 5.11, members of the Wisconsin Hazardous Materials Response System are considered state employees for worker's compensation purposes. It is paramount that the Division has a current listing of all members in order to ensure coverage. Contractor shall provide the Division, on a quarterly basis, with a current listing of its members on an electronic spreadsheet developed by the Division. Failure to submit timely member rosters may result in the withholding of quarterly payments under this Agreement.

4.0 Advisory Committee

- 4.1 There are currently four agreements establishing separate Wisconsin hazardous materials taskforces. Section 4 of each such agreement authorizes the creation of a committee that will advise the Division on matters relating to the exercise of the Division's discretion.
- 4.2 The committee shall be advisory only.
- 4.3 Committee membership shall be made up of two representatives from each type of team (Type 1, Type 2 and Type 3) and one at-large representative.
- 4.4 Membership may be drawn from any of the contractors of any of the four taskforces.
- 4.5 The members of the advisory committee shall be appointed by the Board of Directors of the Wisconsin State Fire Chiefs Association.

5.0 Contractor Annual Allocation, Reimbursement, and Grants

There are two types of Contractor funding under this Agreement: (1) Annual Allocation based on the Type I, Type II or Type III Level A release capabilities

provided by Contractor and (2) Team Response Costs. Each of these is discussed below.

- 5.1 **Annual Allocation and Quarterly Payments:** As provided under Wis. Stat. § 323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually for each fiscal year, commencing on 7/1/2025 and ending on June 30, 2027 under this Agreement for its approved annual allocation as described in "Exhibit B", attached, and incorporated by reference. The payments shall be made to Contractor on a quarterly basis, with the first payment to be made at the end of the first quarter, if all required quarterly reports have been submitted for the quarter at issue and if the Agreement has not been terminated or canceled with respect to the Contractor. If the Agreement has been terminated or canceled with respect to the Contractor prior to the end of the Agreement, payment of annual allocations will be made pursuant to Section 8.8. Funding amounts will be based by Type I, Type II, and Type III Hazardous Materials Team designation. The Annual Allocation is intended to cover direct and indirect costs necessary to ensure the proper number of trained personnel per shift depending on the type of response, a stipend per response system member as well as baseline, maintenance, and exit physicals for each response system member. Quarterly Annual Allocation payments to Contractor shall be made from the appropriation account under Wis. Stat. § 20.465(3)(dd) of the Wisconsin Statutes.

- 5.1.1 Funds allocated under Subsection 5.1 of this Agreement shall supplement existing, budgeted monies of the Contractor to provide the services specified herein and may not be used to replace, decrease, or release for alternative purposes the existing, budgeted monies of or provided to the Contractor.

Further, funds allocated under Subsection 5.1 of this Agreement shall not be used by Contractor to supplement, offset, replace, decrease, or release any budgetary obligations for other municipal departments not directly connected to this Agreement.

5.2 Northeast Wisconsin Hazardous Materials Taskforce Response Costs and Reimbursement:

- 5.2.1 Pursuant to Wis. Stat. § 323.70(3) of the Wisconsin Statutes and as set forth in this Section 5.2.1, Contractor shall be reimbursed for reasonable and necessary response costs and expenses incurred in responding to an emergency involving a Level A release or potential Level A release pursuant to this Agreement.

Taskforce response costs may include, but are not limited to:

- (1) Reimbursement for use of Vehicle(s) and Apparatus: Contractor shall be reimbursed for the approved use of its vehicles and equipment at FEMA-

established rates.

(2) Personnel Expenses: Contractor's team response personnel expenses which are approved and authorized under this Agreement are reimbursable at the rates described as follows:

a) For full-time fire departments, at the actual cost of personnel expenses.

b) For part-time and volunteer fire departments or team personnel, at the average over-time hourly rates for the three geographically nearest full-time fire departments.

Team response personnel expenses shall be billed to the nearest one-fourth (1/4) hour work period. Personnel expenses may reflect replacement personnel costs and indirect charges/costs for wage, fringe, death, and duty disability retirement benefits.

(3) Emergency Expenses: Contractor's necessary and reasonable emergency expenses related to services rendered under this Agreement are reimbursable. All such expenses must be based on actual expenditures and fully documented by the Contractor. The Division reserves the right to deny any reimbursement of unjustifiable Contractor expenditures.

5.2.2 If the Division determines that an emergency requiring a response per this Agreement existed, the Division will issue reimbursement for response costs to Contractor within 60 days after receiving a complete application for reimbursement from Contractor on a form prescribed by the Division, but only if the completed application is received by the Division within 45 days after the conclusion of deployment for a response under this Agreement.

5.3 **Training Costs**: In addition to the Annual Allocation, funding may be available to Contractor through the Division's training and equipment grants. Applications shall be made via "E-Grants" and will be available to Contractor based upon established criteria. The Division makes no representations that funding will be available to any or all parties.

5.4 **Duty Disability Premium Increases**: The Division shall reimburse Contractor for costs incurred by Contractor for any increase in contributions for duty disability premiums as set forth in Wis. Stat. § 323.70(3m) for employees who received duty disability benefits because of an injury incurred while performing duties as a member of the Northeast Wisconsin Hazardous Materials Taskforce while engaging in a response to a Level A emergency under this Agreement.

- 5.5 **Standard Equipment Purchases and Cache:** The Division intends to standardize equipment purchases for the Wisconsin Hazardous Materials Response System. Contractor shall provide the Division with a current listing of its equipment assets including the manufacturer, date of purchase, and calibration requirements. The Division will develop a standardized equipment list including vendor information.

Contractor may make equipment purchase requests to the Division by submitting an "E-Grants" request with supporting documentation. The Division makes no representations that funding will be available to all parties.

The Division intends to develop and maintain an equipment cache. When developed, Contractor may borrow specific equipment from the equipment cache in the event of an equipment failure requiring repair of Contractor's equipment.

- 5.6 **Minimum Appropriation:** The Division has requested in its State Fiscal Years 2025-2027 budget a sum to cover the annual allocation for those fiscal years as described in "Exhibit B" to this Agreement. If at least that amount is appropriated, then that amount shall be the minimum amount payable annually to response teams, with any additional amounts that might be appropriated payable pro rata to the response teams as part of the annual allocation. The minimum contract annual allocation does not, however, include Contractor's response costs as specified in Subsection 5.2 of this Agreement.
- 5.7 **Full Payment and Release:** The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of its response costs.
- 5.8 **Approval:** Contractor, when acting under this Agreement, may not participate in an emergency response to a Level A release without following the Division-approved "Call Out Procedure." Contractor agrees to make reasonable and good faith efforts to minimize costs.
- 5.9 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution to any retirement benefit or other benefit offered by Contractor or the State. Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 5.10 **Worker's Compensation:** A member of the Northeast Wisconsin Hazardous Materials Taskforce who is acting under the scope of this Agreement is an employee of the State for purposes of worker's compensation under § 323.70(5) of the Wisconsin Statutes. For all other purposes, the member remains Contractor's employee.

- 5.11 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due to Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.
- 5.12 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.
- 5.13 **Taskforce Members:** Members of the Northeast Wisconsin Hazardous Materials Taskforce are firefighters and therefore are considered protective occupation employees.

6.0 Liability and Indemnity

Nothing contained in this Agreement is intended to limit any immunities and rights of any party available under Wis. Stat. §§ 345.05, 893.80, 893.82 and 895.46 or any other constitutional or statutory provision or common law. Such immunities and rights are expressly reserved to the parties.

- 6.1 **Scope:** During operations authorized by this Agreement, Contractor employees who are part of Contractor's emergency management program shall be agents of the State and protected and defended against tort liability under Wis. Stat. § 323.41. For purposes of Wis. Stat. § 895.46(1), members of the Northeast Wisconsin Hazardous Materials Taskforce shall, during authorized operations, be considered agents of the State and the State will indemnify such employees as required under Wis. Stat. § 895.46(1). For purposes of this section, operations means activities, including travel, directly related to a particular emergency response involving a hazardous material response/incident by a hazardous materials response system team. Operations also include specialized training activities provided under this Agreement to the members of a hazardous materials response system team.
- 6.2 **Civil liability exemption; hazardous material and local emergency response team:** Under Wis. Stat. § 895.483(1), a Hazardous Materials Taskforce, a member of such a Taskforce, and a local agency, as defined in Wis. Stat. § 323.70(1)(b), that contracts with the Division under Wis. Stat. § 323.70 are immune from civil liability for acts or omissions related to carrying out responsibilities under this

Agreement.

7.0 Insurance Provisions

- 7.1 **General Liability Insurance:** Contractor shall maintain, at its own expense, and keep in effect during the term of this Agreement, commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this Agreement. Minimum coverage is one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit D".

- 7.2 **Automobile Liability:** Contractor shall obtain and keep in effect automobile liability insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. This coverage may be written in combination with the commercial liability and property damage insurance mentioned in Subsection 7.1. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage. The State reserves the right to require higher or lower limits where warranted.

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is protected by a Self-Funded Liability and Property Program, or alternative funding source(s) attached hereto as "Exhibit D".

- 7.3 **Notice of Cancellation or Change:** Contractor agrees that there shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days' written notice to the Division.

- 7.4 **Certificate(s) of Insurance:** As evidence of the insurance coverage required by this Agreement, Contractor shall provide to the Wisconsin Department of Military Affairs' General Counsel an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the Agreement or, if self-insured or uninsured, a Certificate of Protection in Lieu of Insurance Policy prior to commencement of this Agreement and annually thereafter.

8.0 Standard Contract Terms, Conditions and Requirements

- 8.1 **Disclosure of Independence and Relationship:** Contractor certifies that no

relationship exists between its membership in the Hazardous Materials Response System, the State, or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the Contractor and its employees and another person or organization that constitutes a conflict of interest with respect to a state contract.

Contractor agrees as part of this Agreement that, during performance of this Agreement, it will neither provide contractual services nor enter into any agreement to provide services to a person or organization that is regulated or funded by the Wisconsin Department of Military Affairs or has interests that are adverse to the Department.

The Department of Administration may waive the provisions of the previous two paragraphs, in writing, if those activities of the Contractor will not be adverse to the interests of the State.

- 8.2 **Dual Employment:** Section 16.417 of the Wisconsin Statutes prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$12,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 8.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.
- 8.4 **Conflict of interest:** Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.0831 regarding conflicts of interest by directors in the conduct of state contracts.
- 8.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than six (6) years after the final payment is made or longer where required by law.
- 8.6 **Taskforce Member Removal:** If an individual Northeast Hazardous Materials

Taskforce member is substantiated to have been negligent or unresponsive with respect to the requirements under this Agreement, the Division, after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the Taskforce. A request by the Division to dismiss a Taskforce member shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor and/or fire department management with regard to employee discipline shall be at the sole discretion of the Contractor and/or fire department management.

- 8.7 **Hold Harmless:** Contractor will indemnify, defend against, and hold harmless the Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin for any claims arising from any disputes any Local Agency may have with its employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

8.8 **Termination of Agreement:**

Contractor may terminate this Agreement at will by delivering ninety (90) days' written notice to the Division of intent to terminate, during which 90-day period Contractor must continue to provide services under the Agreement. If the Agreement terminates at the end of a quarter based on Contractor's 90-day notice of termination, Contractor will be paid its quarterly payment from the Annual Allocation, but no further Annual Allocation payments will be made. If the Agreement terminates during a quarter based on Contractor's 90-day notice of termination, Contractor will be paid a prorated amount of its Annual Allocation for that quarter, but no further Annual Allocation payments will be made.

The Division may terminate this Agreement at will effective upon delivery of written notice to the Contractor, under any of the following conditions:

- (1) Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for payments under this Agreement.
- (2) Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
- (3) Any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

- (4) Failure of Contractor to comply with the terms, conditions, and specifications of the Agreement.

Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination, except as provided elsewhere in the Agreement.

- 8.9 **Cancellation:** The continuation of payments under this Agreement beyond the limits of the funds already available is contingent upon the future availability of funds to support such payments. The State of Wisconsin reserves the right to immediately cancel any contract in whole or in part without penalty due to non-appropriation of funds. Upon cancellation, response costs and expenses incurred up to that date will be reimbursed to the extent of recovery from the Responsible Party and any appropriated amounts available and a prorated amount of annual allocations will be made to the extent funds have been appropriated.
- 8.10 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for performance of services authorized by this Agreement whether or not subcontractors are used.
- Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.
- 8.11 **Executed Contract to Constitute Entire Agreement:** The written Agreement with referenced Exhibits and attachments shall constitute the entire agreement of the parties regarding the subject matter of the Agreement and supersedes all prior discussions, negotiations, and agreements, written or oral, with respect to the subject matter of this Agreement.
- 8.12 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.
- 8.13 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, rules and regulations and ordinances which are in effect during the period of this Agreement, and which may in any manner affect performance of obligations under this Agreement.
- 8.14 **Assignment:** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 8.15 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.
- 8.16 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
Division of Emergency Management
WI Dept. of Military Affairs
PO Box 7865
Madison, WI 53707-7865
Telephone #: (608) 242-3232
FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: State General Counsel
WI Dept. of Military Affairs
PO Box 8111
Madison, WI 53708-8111

- 8.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 8.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Contractor and approval, by passive review or otherwise, of the Wisconsin Joint Committee on Finance. In the event additional funding is provided for the four taskforces (Northwest, Northeast, Southwest and Southeast) as a group, the provisions in this Agreement and the agreements establishing the three other taskforces regarding payment to contractors shall be modified by written agreement of the parties to reflect the additional funding consistent with any legislative directive.
- 8.19 **Approval Authority:** Contractor's representatives certify by their signature below that they have the necessary and lawful authority to enter into contracts and agreements on behalf of the Contractor.

- 8.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.
- 8.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, under this Agreement, on the part of the Division, State, or Contractor, shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of it or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State, or Contractor, in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
- 8.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 8.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained in the Agreement, on the one hand, and its Exhibits on the other, it is agreed between the parties that the language in Exhibit A to this Agreement, shall control.
- 8.24 **Amendment to Comply with Law.** If any laws are enacted that affect the subject matter of this Agreement, the Parties agree to amend this Agreement to reflect the substance of such laws as soon as practicable. Such amendment must first be submitted to the Joint Finance Committee for passive or actual approval prior to being fully executed.
- 8.25 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ____ day of _____, 2025.

Greg Engle, Division Administrator

**On Behalf of the City of Appleton
A Municipal Corporation**

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Jacob A. Woodford

Title: Mayor

Address: 100 North Appleton Street

City/State: Appleton, WI Zip: 54911

On Behalf of the City of Appleton

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Kami Lynch

Title: City Clerk

Address: 100 North Appleton Street

City/State: Appleton, WI Zip: 54911

On Behalf of the City of Appleton

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Jeri A. Ohman

Title: Finance Director

Address: 100 North Appleton Street

City/State: Appleton, WI Zip: 54911

Approved as to form:

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Christopher R. Behrens

Title: City Attorney

Address: 100 North Appleton Street

City/State: Appleton, WI Zip: 54911

On Behalf of the City of Appleton Fire Department

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Jeremy Hansen

Title: Fire Chief

Address: 700 North Drew Street

City/State: Appleton, WI Zip: 54911

**On Behalf of the City of Oshkosh
A Municipal Corporation**

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Mark Rohloff

Title: City Manager

Address: 215 Church Avenue

City/State: Oshkosh, WI Zip: 54903

On Behalf of the City of Oshkosh

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Diane Bartlett

Title: City Clerk

Address: 215 Church Avenue

City/State: Oshkosh, WI Zip: 54903

Approved as to form:

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Lynn Lorensen

Title: City Attorney

Address: 215 Church Avenue

City/State: Oshkosh, WI Zip: 54903

**On Behalf of the City of Green Bay
A Municipal Corporation**

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Eric Genrich

Title: Mayor

Address: 100 North Jefferson Street

City/State: Green Bay, WI Zip: 54301

On Behalf of the City of Green Bay

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Celestine Jeffreys

Title: City Clerk

Address: 100 North Jefferson Street

City/State: Green Bay, WI Zip: 54301

**On Behalf of the City of Wausau
A Municipal Corporation**

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Katie Rosenberg

Title: Mayor

Address: 407 Grant Street

City/State: Wausau, WI Zip: 54403

On Behalf of the City of Wausau

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Kaitlyn Bernarde

Title: City Clerk

Address: 407 Grant Street

City/State: Wausau, WI Zip: 54403

On Behalf of the City of Wausau Fire Department

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Robert Barteck

Title: Fire Chief

Address: 606 East Thomas Street

City/State: Wausau, WI Zip: 54403

On Behalf of the City of Rhineland

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Kris Hanus

Title: Mayor

Address: 135 S Stevens St

City/State: Rhineland WI 54501

On Behalf of the City of Rhineland

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Brian Tonnancour

Title: Fire Chief

Address: 135 S Stevens St

City/State: Rhineland, Wisconsin 54501

On Behalf of the City of Rhineland

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Scott Holewinski

Title: County Board Chair

Address: PO Box 1245

City/State: Rhineland WI 54501

Signature: _____

Printed Name: Steven Schreier

Title: Public Safety Committee Chair

Address: PO Box 1245

City/State: Rhineland WI 54501

**On Behalf of the City of Marinette
A Municipal Corporation**

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Steve Genisot

Title: Mayor

Address: 1905 Hall Avenue

City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Lana Bero

Title: City Clerk

Address: 1905 Hall Avenue

City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Jacqueline Miller

Title: City Treasurer and Finance Director

Address: 1905 Hall Avenue

City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette Fire Department

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Jay Heckel

Title: Fire Chief

Address: 1450 Main Street

City/State: Marinette, WI Zip: 53143

Approved as to form:

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Robert Gagan

Title: City Attorney

Address: 1905 Hall Avenue

City/State: Marinette, WI Zip: 54143

On Behalf of Waupaca County

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Dick Koeppen

Title: County Board Chairperson

Address: 811 Harding Street

City/State: Waupaca, WI Zip: 54981

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Mark Sether

Title: County Treasurer

Address: 811 Harding Street

City/State: Waupaca, WI Zip: 54981

Approved as to form:

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Diane Meulemans

Title: Corporation Counsel

Address: 811 Harding Street

City/State: Waupaca, WI Zip: 54981

**On Behalf of the City of Marshfield
A Municipal Corporation**

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Lois TeStrake

Title: Mayor

Address: 207 West 6th Street

City/State: Marshfield, WI Zip: 54449

On Behalf of the City of Marshfield

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Jessica Schiferl

Title: City Clerk

Address: 207 West 6th Street

City/State: Marshfield, WI Zip: 54449

On Behalf of the City of Marshfield

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Jennifer Selenske

Title: Finance Director

Address: 207 West 6th Street

City/State: Marshfield, WI Zip: 54449

On Behalf of the City of Marshfield Fire Department

Dated this ____ day of _____, 2025

Signature: _____

Printed Name: Peter Fletty

Title: Fire Chief

Address: 207 West 6th Street

City/State: Marshfield, WI Zip: 54449

**On Behalf of the City of Wisconsin Rapids
A Municipal Corporation**

Dated This _____ day of _____, 2025

Signature _____

Printed Name: Shane Blaser

Title: Mayor

Address: 444 West Grand Avenue

City/State: Wisconsin Rapids, WI Zip: 54495

On behalf of the City of Wisconsin Rapids

Dated this _____ day of _____, 2025

Signature: _____

Printed Name: Jennifer Gossick

Title: City Clerk

Address: 444 West Grand Avenue

City/State: Wisconsin Rapids WI, Zip: 54495

On behalf of the City of Wisconsin Rapids

Dated this _____ Day of _____, 2025

Signature: _____

Printed Name:

Title: Finance Director

Address: 444 West Grand Avenue

City/State: Wisconsin Rapids, WI Zip: 54495

On Behalf of the city of Wisconsin Rapids Fire Department

Dated this _____ day of _____, 2025

Signature: _____

Printed Name: Todd Eckes

Title: Fire Chief

Address: 1511 12th Street South

City/State/ Wisconsin Rapids WI Zip: 54494

Exhibit A

- 1.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 2.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of Wis. Stat. § 77.66, and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 3.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 4.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 5.0 NONDISCRIMINATION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. §. 51.01(5), sexual orientation as defined in Wis. Stat. § 111.32(13m) or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor is exempt from having to file an affirmative

action plan but must request the exemption within fifteen (15) working days from the date the Agreement is fully executed.

5.1 The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

5.2 Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

5.3 Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

5.4 Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

6.0 CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

7.0 VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

8.0 PUBLIC RECORDS ACCESS: Pursuant to Wis. Stat. §19.36 (3), all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall promptly provide the requested records to the contracting agency. Contractor agrees to contact the State promptly upon receiving a request for information under the public records law and comply with the State's instructions on how to respond to the request. The contractor, following

final payment, shall retain all records produced or collected under this contract for six (6) years.

- 9.0 DISCLOSURE:** If a state public official (Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to Wis. Stat. § 19.45(6), before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123).

State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, Wis. Stat. § 16.417.

- 10.0 PROMOTIONAL ADVERTISING / NEWS RELEASES:** Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

- 11.0 FORCE MAJEURE:** Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

- 12.0 VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

Exhibit B

NORTHEAST WISCONSIN
HAZARDOUS MATERIALS
TASKFORCE

**WISCONSIN HAZARDOUS
MATERIALS RESPONSE SYSTEM**

BUDGET

CONTRACTORS:

CITIES OF APPLETON, OSHKOSH, AND GREEN BAY, WISCONSIN
CITY OF WAUSAU AND CITY OF RHINELANDER, WISCONSIN
CITY OF MARINETTE, WISCONSIN
WAUPACA COUNTY, WISCONSIN
CITIES OF MARSHFIELD AND WISCONSIN RAPIDS, WISCONSIN

TEAM NAME	TEAM TYPE	BUDGET 7/01/25- 6/30/26	BUDGET 7/01/26- 6/30/27
CITIES OF APPLETON, OSHKOSH, AND GREEN BAY	TYPE II	\$135,226.27	\$135,226.27
CITY OF WAUSAU AND CITY OF RHINELANDER	TYPE II	\$104,347.74	\$104,347.74
CITY OF MARINETTE	TYPE III	\$16,625.27	\$16,625.27
WAUPACA COUNTY	TYPE III	\$16,625.27	\$16,625.27
CITIES OF MARSHFIELD AND WISCONSIN RAPIDS	TYPE III	\$16,625.27	\$16,625.27

**NOTE: CHECKS WILL BE MADE PAYABLE TO EACH CONTRACTOR NOTED
ABOVE ON A QUARTERLY BASIS AS SPECIFIED IN THE AGREEMENT.**

Exhibit C

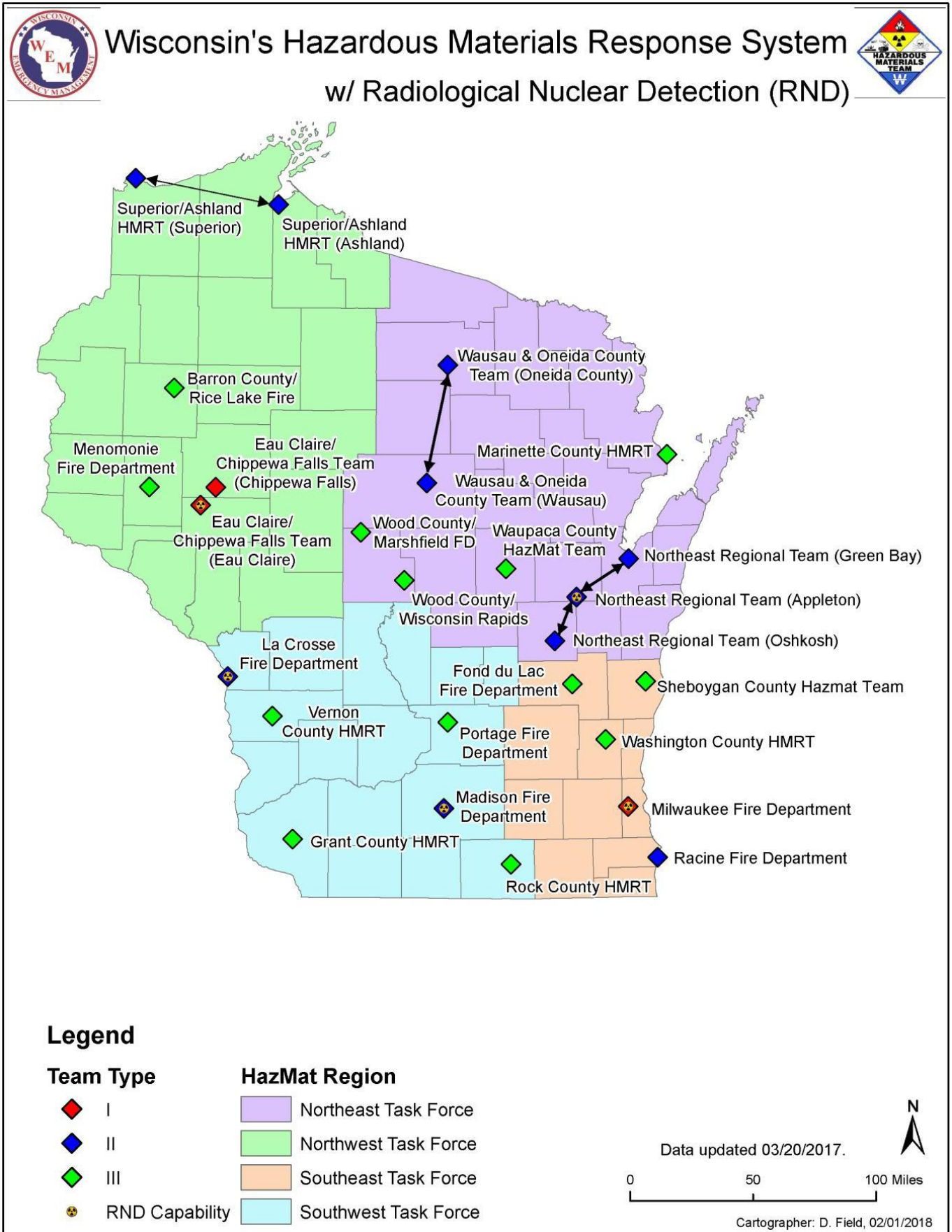


Exhibit D

MUNICIPAL CERTIFICATES OF INSURANCE



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Date: June 8, 2025

To: Chief Barnes

From: Lt. Peter Fish

Subject: Tavern Report, May 1st- May 31st, 2025

ROUTINE TAVERN INSPECTIONS*

TAVERN NAME	LOCATION	INSPECTION Y/N	VIOLATION(S)	Underage Compliance Check
Pregame Pub	2002 N 6th St	Y	N	N
Bob & Randy's Bar	1515 N 6th St	Y	N	N
Cop Shoppe Pub	701 Washington St	N	N	N
Domino Bar	740 Washington St	NA	CLOSED	NA
El Jalapenos	300 N 3rd St	NA	CLOSED	NA
Glass Hat	1203 N 3rd St	Y	N	N
Hiawatha Restaurant & Lounge	713 Grant St	Y	N	N
Intermission	325 N 4th St	N	N	N
Limerick's Public House	634 N 3rd St	Y	N	N
Loppnow's Bar	1502 N 3rd St	N	N	N
Malarkey's	412 N 3rd St	Y	N	N
Oz	320 Washington St	N	N	N
Nevermore On Third	1206 N 3rd St	Y	N	N
Timekeeper Distillery	607 Grant St	Y	N	N
Wausau on the Water (WOW)	1300 N River Dr	N	N	N
Bull Falls Brewery	901 E. Thomas St	NA	CLOSED	NA
Kin and Kind	2108 Grand Ave	N	N	N
Chellis St. Pub	265 Chellis St	Y	N	N
Christine's Bar	936 S. 3rd Ave	Y	N	N
Denmar Tavern	601 W Thomas St	Y	N	N
Eagle's Club	1703 S 3rd Ave	Y	N	N
Jim's Corner Pub	1244 S 9th Ave	Y	N	N
The Bar and Grill	1025 S 3rd Ave	N	N	N
Treu's Tic Toc Club	1201 W Thomas St	Y	N	N
M&R Station	818 S 3rd Ave	Y	N	N
Days Bowl-A-Dome	1715 Stewart Ave	N	N	N

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Hutch's Bar	4411 Stewart Ave	N	N	N
Whiskey River Bar & Grill	5512 Stewart Ave	N	N	N
101 Pub	101 N 3rd Ave	Y	N	N
After Shock Bar and Grill	1418 Lenard St	N	N	N
Callon Street Pub	209 Callon St	Y	N	N
Chatterbox Bar	102 S 2nd Ave	N	N	N
4 Fathers Pub	1724 Merrill Ave	N	N	N
Labor Temple	318 S 3rd Ave	N	N	N
North End Pub	1002 N 3rd Ave	N	N	N
Lickity Splitz	1709 Merrill Ave	N	N	N
Newch's Eatery	1810 Merrill Ave	N	N	N

*During a routine tavern inspection, officers check for the following:

Sober, licensed bartender present.

Presence of underage persons.

Intoxicated persons being served.

Entertainment license posted if applicable.

In addition to the listed tasks, officers often conduct walkthroughs of taverns, especially when observing large crowds to establish a visible presence, aiming to discourage criminal activities and to encourage compliance with ordinances related to alcohol licenses.

CONVENIENCE/GROCERY STORE INSPECTIONS

None.

RESTAURANT INSPECTIONS

None.

ALCOHOL COMPLIANCE CHECKS*

None.

*Alcohol Compliance Check Procedure: Police officers conduct alcohol compliance checks by deploying with underage volunteer(s) to taverns and other licensed establishments selling or serving alcoholic beverages to ensure compliance with ordinances related to alcohol licenses.

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

ACTIVITY LOG

Limerick's Public House, 634 N 3rd Street

- (1) *Event 25061276 05/13/2025 at 20:12 Hours.* NOISE COMPLAINT: Officers responded to the report of loud music. The bartended was hesitant to turn down the music and it was explained further complaints could result in enforcement action. The bartended agreed to turn down the volume.

Nevermore On Third, 1206 N 3rd Street

- (1) *Event 25067056 05/25/2025 at 15:31 Hours.* CRIMINAL MISCELLANEOUS: An officer responded to the report of a male who did not pay his tab. As a result, the male was banned from the bar and was cited for retail theft.

Glass Gat Bar, 1203 N 3rd Street

- (2) *Event 25056558 05/04/2025 at 01:17 Hours.* CRIMINAL MISCELLANEOUS: Officers conducted responded to the report of a male who was asked to leave after insulted and pushed another person and grabbed the bartender's arm. The male was issued a criminal summons for disorderly conduct.

M and R Station, 818 S 3rd Avenue

- (1) *Event #25060225 05/12/2025 00:46 Hours.* CRIMINAL MISCELLANEOUS: An officer responded to the report of a female who was not supposed to be around liquor. The caller was refused. The officer did not locate anyone in violation of their bond or probation.
- (2) *Event #25066357 05/24/2025 at 01:27 hours.* NOISE COMPLAINT: A refused caller reported loud music in the parking lot. Upon officers' arrival, no loud music was heard.

Matt's 101 Pub, 101 N 3rd Avenue

- (1) *Event 25058262 05/07/2025 at 21:43 Hours.* SUSPICIOUS ACTIVITY: Officers responded to the report of a disturbance regarding the illegal sale of a wild baby otter. As a result of their investigation, one adult male was arrested for a warrant



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

and was banned from the bar. Officers determined someone purchased the otter for \$50 to keep it safe from the person who was in possession of it. The person with the otter was given the contact information for Wild Instincts wildlife rehabilitation to coordinate care of the otter.

Callon Street Pub, 209 Callon Street

- (1) *Event 25057394 05/06/2025 at 20:12 Hours.* FIGHT: Officers responded to the report of a fight. Upon arrival officers were only able to locate one of the involved persons. Bar staff confirmed the argument was verbal and nothing physical occurred.
- (2) *Event 25067678 05/27/2025 at 01:22 Hours.* MENTAL SUBJECT: Officers responded to the report of a female who was asked to leave multiple times. Officers remained in the area until it was confirmed the female was no longer nearby.

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

DEMERIT POINTS ASSESSED

No demerit points were assessed during the month of May.

Respectfully submitted,

A handwritten signature in black ink that reads "Ptk Fish".

Lt. Peter Fish

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

ADDENDUM #1 of 1: CURRENT DEMERIT POINTS

TAVERN NAME	VIOLATION	POINTS ASSESSED	DATE
Glass Hat Bar	Sale/Serve Underage	25	4/17/25
Hutch's	Sale/Serve Underage	25	4/17/25
Hiawatha Restaurant & Lounge	Disorderly Conduct	50	2/24/2025
4 Fathers Pub	Noise Complaint – Citation	50	2/1/2025
Newch's Eatery	No Licensed Bartender	50	9/28/2024

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

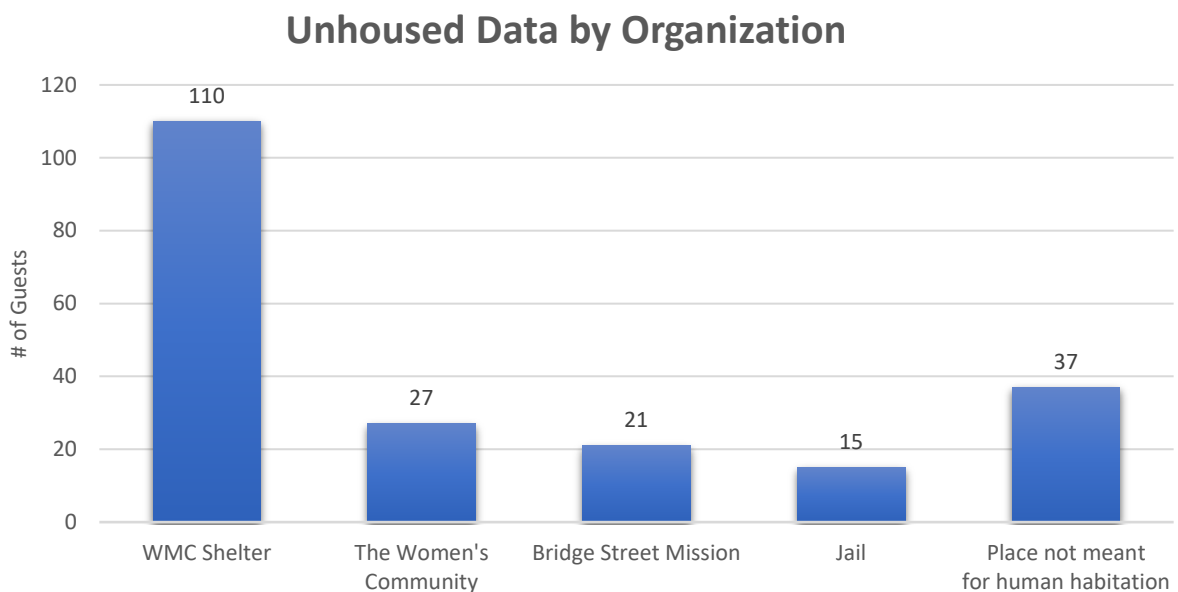
Nathan Cihlar
Administrative Captain

To: Public Health and Safety Committee
From: Tracy Durante, Community Outreach Specialist
Date: May 19, 2025
Re: Community Outreach Update



Unhoused Data

The following graph shows the number of unduplicated¹ guests housed by each organization in the previous month.



Unhoused Data Summary

In May, data provided suggests there were approximately 210 unhoused individuals identified in Wausau through various partnering agencies. As indicated in the footnote, 210 is not the true number of unhoused. As of today, organizations do not cross-reference names when coming up with their unduplicated count. This means an unhoused individual may be part of more than one organization's count, thereby inflating the true number of unhoused. An example is provided in the footnote. This number also does not include those individuals who are considered "couch surfing".

¹ The numbers reflected do not eliminate duplicates across organizations. For example, a person who stays at The WMC Shelter and Marathon County jail in the same month will count as 1 person for each organization.

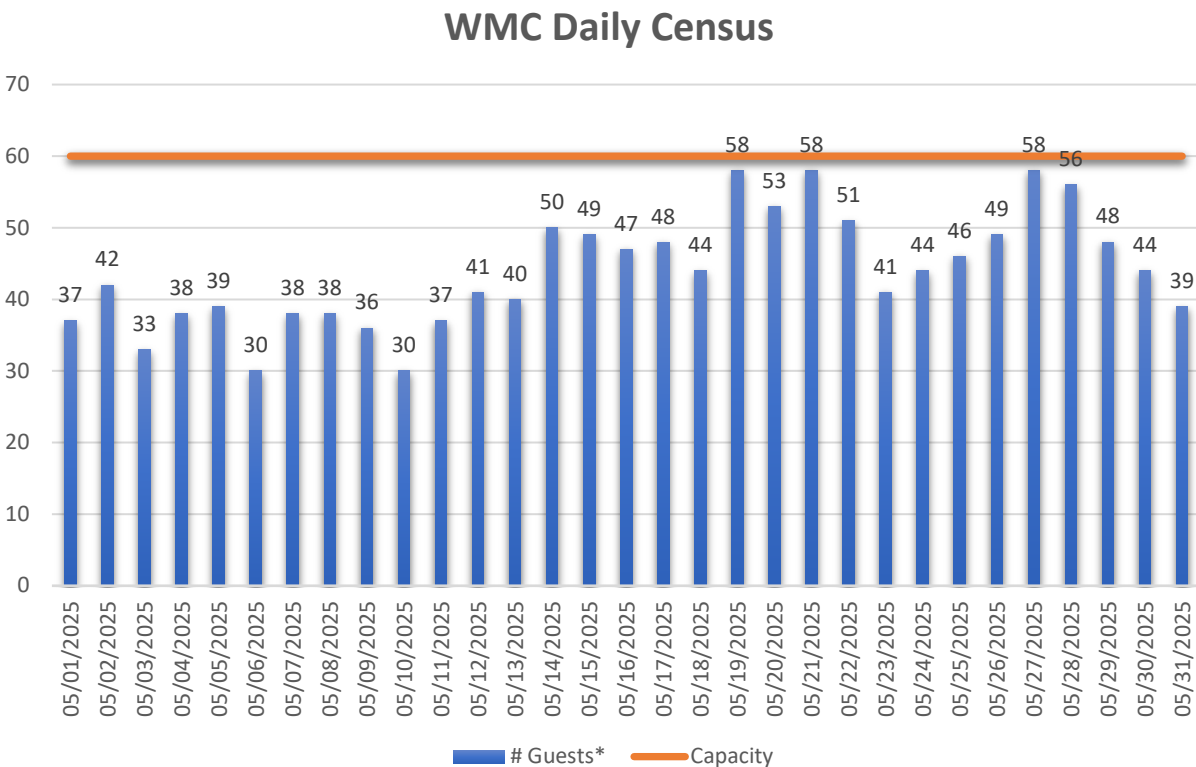
In the graph above, 82 percent of the unhoused sought or received shelter in the month of May. Approximately 18 percent of the unhoused were living outside, or in places not meant for human habitation.

The Women’s Community data includes crime victims who sought shelter because their home was unsafe. This number reflects both adult residents (13) and their children (14).

Bridge Street Mission includes individuals who have received shelter after release from jail/prison, drug rehab, or homelessness. The number reflected should include all individuals who are housed at Bridge Street Mission, because without this amazing program in our community, 21 (per this month’s census) individuals would likely be unhoused in our community.

The Marathon County Jail includes individuals who identify as “homeless” or “unhoused” at the time of booking.

Daily Census



Daily Census Summary

110 unduplicated individuals sought shelter at WMC shelter the first month the shelter was open. 25% of these individuals were unhoused females. Approximately 16% of these individuals are actively employed.

Continued collaboration exists to ensure that the unhoused population have access to services.

Outreach Update

In May, one female was reunited with family in Wisconsin Dells and two male clients were housed.

In addition to assisting with housing, we have also provided additional aid like transportation to medical/psychiatric appointments, bus passes, medication management, collaboration with St. Vincent DePaul, Catholic Charities, NCCAP, Social Services, Probation/Parole, and CW Solutions (FSET). Assistance was also provided with obtaining identification, setting individuals up with additional services through the ADRC as well as Community Treatment through NCHC. Case/Care Management is a service provided through both resources.

Collaboration with landlords and other non-profit agencies is on-going. Office hours at agencies throughout the city have proven beneficial in reaching the unhoused population.

Challenges and Opportunities

While we celebrate every time an unhoused individual achieves stable housing, the work does not and cannot end there. Generally, the unhoused population is vulnerable. Without someone providing ongoing support, management, intervention, accountability, and aid, the chances of remaining housed wane dramatically. In other words, our work can and will be undone in short order without systems to sustain the work. Thankfully, there are systems in place, but there are also gaps. Where gaps in case management exist, we are filling that void. We recognize, however, that our time and resources are limited in this regard. As a result, we are working to improve our understanding and relationship with existing systems while also exploring solutions that not only bridge the gap to housing, but to the essential supports that will make housing permanent.