



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, August 15, 2022 @ 5:15 pm
Location: City Hall (407 Grant Street) - Council Chambers
Members: Lisa Rasmussen, Lou Larson, Becky McElhaney, Doug Diny, Chad Henke

AGENDA ITEMS FOR CONSIDERATION / ACTION

- 1 Approve minutes of previous meetings. (7/18/22)
- 2 Consider approval or denial of various license applications
- 3 Consider request of Mary Gallagher, The Milk Merchant, 402 S. 2nd Ave, for temporary extension of premise for Italian Wine Tasting, on Thursday, August 18, 2022, for empty lot next door, across Clark Street
- 4 Discussion and possible action regarding Formal Expression of Concern - Jalapenos Mexican Restaurant & Bar (Jose Pineda Medellin)
- 5 Discussion and possible action on Wausau Fire Department contracting with the Wisconsin Emergency Management for involvement in Task Force-One
- 6 Operations Report from Fire Department July 2022
- 7 Tavern Activities Report - July 1, 2022 through July 30, 2022
- 8 Communications

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.

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail 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 faxed to the Daily Herald newsroom on 8/12/22 @ 2:00 PM

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

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, July 18, 2022, at 6:00 pm, (Council Chambers)

Members Present: Lisa Rasmussen, Chad Henke, Doug Diny, Lou Larson

Members Excused: Becky McElhaney

Others Present: Nathan Miller, Robert Barteck, Ben Bliven, Jeremy Kopp, Mary Goede, Ashlee Bishop, Melinda Pauls

Minutes of previous meetings. (6/14/22 & 6/20/22)

Motion by Larson, second by McElhaney to approve the minutes of the previous meetings. Motion carried 5-0.

Consider approval or denial of various license applications

Lisa Rasmussen noted there were not any denial recommendations.

Rasmussen stated there was an application for a Class A Beer License for Modern Gents of Wausau, Inc., which is a barbershop and men's spa. This is actually a retail license as is typically granted to grocery and convenience stores, which allows for limited samples of 3 ounces during certain hours of the day.

Mark Craig, Compass Properties, Landlord for Modern Gents, indicated Jose Seve Fuste (owner) was trying to get a men's barbershop spa open for many years. They looked at the Cobblery location and others. It will be in the west wing of Washington Square and brings that high-end feel. He felt they should support it as a community and attract that caliber of a tenant to our downtown. He commented this would be helpful for him to be able to offer this as part of the spa and hoped they'd support it.

Rasmussen stated the Clerk's Report noted there was an application for a Class B Beer & Liquor License for Thirsty's on 3rd LLC, Nathan Woller, at the prior Roc's Premise, 810 S 3rd Ave. The Liquor License Review Subcommittee met immediately before this meeting and discussed the Plan of Operation with the proposed owner but did not recommend a license for that establishment. This item will be withdrawn from the license batch.

Motion by Diny, second by Larson to approve the various license applications as recommended. Motion carried 4-0.

Consider request for waiver of WMC Section 3.06.010(a) Payment of taxes, claims, forfeitures, judgments prior to issuance of license, due to extraordinary financial hardship. (Jalapeno's of Wausau LLC, Jose Medellin)

Rasmussen stated Jalapeno's owes for the business Personal Property Taxes from 2020 and 2021 but has made a partial payment towards the debt. The city holds licenses for money owed, however, it is difficult to pay the debt if the business is not open. She indicated the business was issued a temporary 60-day Provisional License in order to be able to operate until he could address the committee.

Jose Medellin, owner of Jalapeno's, stated he hoped to be able to pay off the balance in six months. He commented business was difficult since Covid and he has had difficulty hiring employees, but felt things were finally starting to get better. He believed the worst was over and he and his team were trying to turn it around, but he needs the license to continue business.

Mark Craig, Landlord (Compass Properties), stated he has known Jose for several years and of all the restaurants that sought relief during Covid, he did not receive any. He commented Jose works very hard and he hoped they would approve the waiver.

Rasmussen noted the business has nearly accumulated enough points to be issued a Formal Expression of Concern to be called before the committee. Mr. Medellin stated through Covid he lost a lot of his team members that helped him run the business and he was occupied with trying to learn to run the restaurant, manage the office paperwork, and the bar business on nights and weekends. He indicated he is going work with staff to solve some of the recent problems. He stated he fired some of the employees that were responsible for the events that resulted in demerit points. He indicated he has been physically present every night during weekends since the incident.

Police Chief Bliven reviewed details of the incident on record from January at Jalapeno's and noted they recently received another 100 points for a similar incident to the first, open after hours and serving underage people in the lower level.

Rasmussen questioned if the upstairs level with the 3rd Street entry was open. Medellin stated the upstairs has been modified to be more of a dessert bar. Medellin explained he moved the bar business downstairs because he thought he'd have better control over who was coming in by having only one entrance instead of two. He indicated he took full responsibility for his team and the situation and he will do everything he can to improve the situation. He stated he was willing to receive training from the police department.

Motion by Diny, second by Larson to approve a waiver of 3.06.010(a) for Jalapeno's. Motion carried 4-0.

HEARING: Erin Adams, owner, appeal of Dangerous Animal Declaration dated July 1, 2022 of dog - Hank

Lisa Rasmussen called forward all the witnesses to be sworn in for testimony by the clerk. Erin Adams, Susan Adams, Kate Lassa, Samantha McBride, Humane Officer Ashlee Bishop, and Cpt. Melinda Pauls were sworn in. Rasmussen proceeded with instructions for the hearing and both sides provided testimony.

Humane Officer Ashlee Bishop and the victim's mother Samantha McBride testified.

Erin Adams & Susan Adams provided testimony, followed by questions and answers from Attorney Nathan Miller and the committee.

Video Part 1 with full testimony: <https://www.youtube.com/watch?v=3ZRSYZ-XrIY>

Motion by Larson to convene in **CLOSED SESSION** pursuant to Section 19.85(1)(a) of the Wisconsin Statutes for the purpose of considering the following: Deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before the governmental body, second by Diny. Roll Call Vote was taken:

Ayes: Larson, Henke, Diny and Rasmussen. Motion carried 4-0.

The committee adjourned to the Maple Room for closed session discussion.

RECONVENED OPEN SESSION

Lisa Rasmussen read the Findings of Fact and Conclusions of Law into the record. The committee upheld the Dangerous Dog Declaration of the Chief of Police on June 30, 2022, constituting a dangerous animal as defined in WMC Section 8.08.200 (b), and must comply with the requirements of the declaration. She stated if they wish to further contest this determination, they may within 5 days seek a review of the decision in Marathon County Circuit Court. Video Part 2 with full results: <https://www.youtube.com/watch?v=m02Ify9iNw4>

Presentation of Report - Facility Assessment for Wausau Fire Department - Central Station (Chief Barteck)

Deferred to future meeting.

Discussion and possible action regarding ordinance amending Section 8.08.120 Number of dogs and cats limited

Rasmussen stated the city has a limit on how many animals a resident may possess. The Police Department owns canines and when they retire the animals they remain with their handler for the remainder of their lives, even though they are no longer working. The situation we have experienced is when a canine handler retires and keeps an animal, they may also possess a domestic pet and a replacement canine, so they are asking for us to create an enabling provision in the animal ordinance that would waive the Pet Fancier permit requirement for law enforcement officers who are keeping the city's animals. She noted the city retains ownership of those animals throughout their life.

Nathan Miller clarified once the animal is retired the city is no longer paying for the veterinarian bills or paying the officer additional compensation to care for it. Rasmussen stated the amendment would just exempt them from having to get a Pet Fancier permit if they have other pets at home.

Motion by Henke, second by Diny to approve amending the ordinance. Motion carried 4-0.

Operations Report from Fire Department June 2022

Chief Barteck noted another record was set with June being the busiest month in the department history and anticipate that July will hit another record. He noted they are seeing this across the fire service in Wisconsin. *Report placed on file.*

Wausau PD Operations Report - 2nd Quarter 2022 and the Tavern Activities Report – June 1, 2022 through June 30, 2022

Lou Larson commented he supported the success of Jalapeno's business, but pointed it now has 175 Demit Points and that they recently called in Newch's before the committee for less points. *Discussion followed.*

Attorney Nathan Miller stated for purposes of consistency he recommended they issue a Formal Expression of Concern. Consensus of the committee was to proceed and direct the City Clerk to send a Formal Expression of Concern for Jalapeno's to ask him to appear at the August meeting.

Communications

None

Adjourn

Motion by Henke, second by Larson to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 8:30 pm.

CLERK'S REPORT TO PUBLIC HEALTH & SAFETY COMMITTEE

August 15, 2022 Meeting

AGENDA ITEM # 2

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

ADDITIONAL INFORMATION

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

1. **Denial Recommendations** – none
2. **Class A Beer & Liquor:** WHRGOPS NW-WI-NWI LLC, dba The Store #3248, premise located at 308 Stewart Ave. Schierl Sales Corp. is current license holder selling business to Mountain Express Oil Co., out of Georgia. Applicant anticipates taking over in mid to late October.
3. **Special Event Class II:** (Beer Walk - New) Small Business Saturday – Ale Trail, November 26, 2022. Wausau River District.

Note: Links to the Special Events applications will be emailed to the committee.

STAFF RECOMMENDATION

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

Mary Goede, Deputy Clerk

Date of Report: August 12, 2022

(715) 261-6621



PHS Date 08/15/2022

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
169785	9020 - Public Transport Driver Renewal	TRAYER, ELRIC	305 SUMMIT DR # 5 WAUSAU WI 54401		NORTHWOODS CAB	07/21/2022	06/30/2023	Yes		
135108	9020 - Public Transport Driver Renewal	ZYDUCK, SEAN	111 S 7TH ST APT 1 WAUSAU WI 54403		NORTHWOODS CAB	07/22/2022	06/30/2023	Yes		
169852	9027 - Class II	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403	SMALL BUSINESS SATURDAY-AL E TRAIL on 11/26/22						
170223	9061 - Class A Beer & Liquor	HEARLEY, HEIDI	132413 COUNTRYSIDE DR EDGAR WI 54426		THE STORE #3248					
170113	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		MONK BONTANICAL GARDENS					
170114	9069 - Temporary Class B Retailer (Picnic)	,	518 S 7TH AVE WAUSAU WI 54401		MONK BOTANICAL GARDENS					
169885	9069 - Temporary Class B Retailer (Picnic)	HANNEY, CARLY	707 N 3RD ST WAUSAU WI 54403		THE LANDING AT THE WOODSON YMCA			Yes		
169878	9069 - Temporary Class B Retailer (Picnic)	OPAL-WAHOSKE, BLAKE	316 SCOTT ST WAUSAU WI 54403		WAUSAU RIVER DISTRICT					
170225	9075 - Cigarette	,	3650 MANSELL RD, STE 250 ALPHARETTA GA 30022-7200		THE STORE #3248					
169954	9080 - Public Transport Driver New	PAULSON, COLLEEN	408 N 1ST AVE APT B WAUSAU WI 54401		NORTHWOODS CAB	07/28/2022	06/30/2023	Yes		

Total Licenses

AGENDA ITEM #3

MEMO

To: Public Health & Safety Committee
From: Mary Gallagher, The Milk Merchant
Subject: Request for temporary premise amendment
Date: August 12, 2022

August 18th, from 6-9:30pm we are having an Italian Wine & Cheese Pairing. We are hoping for 25-30 adults (we will check ID's before serving alcohol). The tasting will be inside The Milk Merchant & on our current sidewalk cafe. In addition to this, we are looking to use the empty lot across Clark St (where the old laundromat was) to play Bocce Ball. This is a low impact, very safe sport (a lot like bean bags). We will have a 4-8 people playing at a time & would love to allow our participants to be able to bring their beverages. The landlord (same as my landlord) has given us the ok to use the lot.

EMPTY LOT

S. 2ND AVE

CLARK STREET

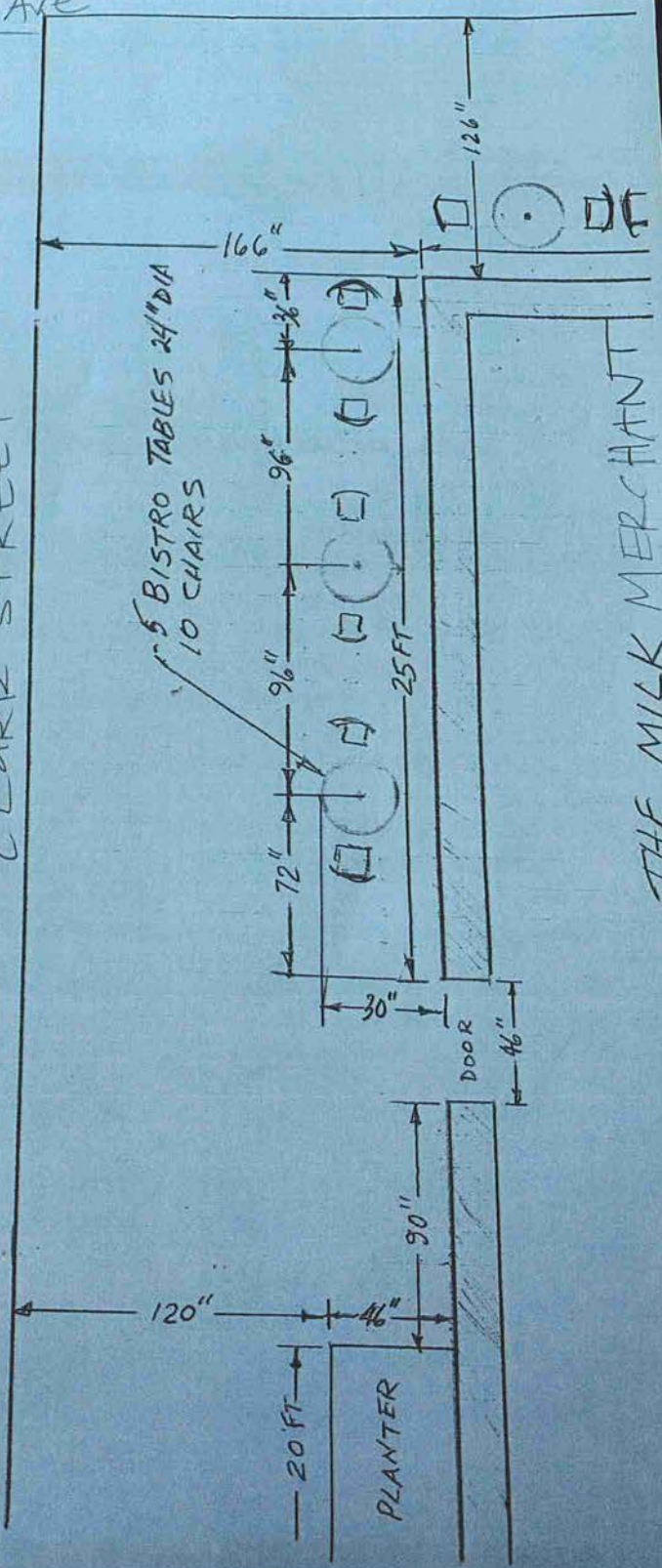
5 BISTRO TABLES 24" DIA
10 CHAIRS

THE MILK MERCHANT

20 FT

PLANTER

DOOR





Emmerich & Associates, Inc.
453 Grand Avenue
Schofield, WI 54476
P: (715) 359-1500 F: (715) 355-0028
www.helprent.com

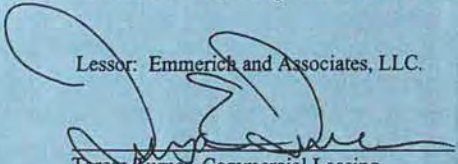
June 28, 2022

Use of Land located at 210 Clark Street, vacant lot on Thursday, August 18, 2022:

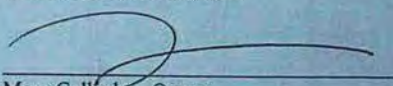
Condition and Use of Premises: The Lessee located at 402 Clark Street, The Milk Merchant, has examined and knows the condition of the Premises they will be utilizing for a Customer function. They have received permission from the Lessor to use the land and every part thereof, during said August 18th event, Lessee will not permit the Land to be used for any immoral or unlawful purpose, or purpose that will injure the reputation of the same or the building of which they are a part, and will not use or keep in or about the Premises any article or thing which would in any way affect the validity of the Standard Fire Insurance Policy of the State of Wisconsin.

Lessor Not Liable: The Lessor shall not be liable for any damage or injury that may occur at the August 18, 2022, event. Lessee will have guests sign a waiver of liability when accessing the property.

Lessor: Emmerich and Associates, LLC.


Teresa Turner, Commercial Leasing

Lessee: The Milk Merchant


Mary Gallagher, Owner

Serving Central Wisconsin for over 50 Years!

Leslie Kremer – City Clerk
Mary Goede – Deputy City Clerk



TEL: (715) 261-6620
FAX: (715) 261-6626

CITY CLERK – CUSTOMER SERVICES

VIA CERTIFIED MAIL/RETURN RECEIPT

August 3, 2022

Jalapenos Mexican Restaurant & Bar
Attn: Jose Piñeda Medellin, President & Agent
518 N 2nd Ave
Wausau, WI 54401

RE: Letter of Concern for Jalapenos Mexican Restaurant & Bar

Dear Mr. Piñeda,

The Public Health & Safety Committee had given me the directive to write to you expressing their concern regarding the operation of your establishment. At July's committee meeting Chief Bliven presented the tavern activities report from June 1 – June 30, 2022, see attached. On that report, Jalapenos was flagged for a notable incident.

Pursuant to the City of Wausau Municipal Code, the Committee shall call before it the licensee for purposes of a formal expression of concern. Therefore, the Committee has requested your attendance at the next regularly scheduled Public Health & Safety meeting set for **Monday, August 15, 2022, at 5:15 PM** at City Hall in the Council Chambers. At this meeting, the Committee will be expecting dialogue from management and a summary of not only the incidents that have occurred to give rise to the Committee's concerns, but also a summary of the steps you have taken or plan to take to prevent further incidents from occurring. Please call my office at 715-261-6622 to confirm your planned attendance. Lastly, know that continued violations could result in non-renewal or revocation of your license.

Sincerely,

Kaitlyn Bernarde
Wausau City Clerk

Enclosures: Excerpt from City ordinance & Tavern Activity report
Cc w/o Enc: PH & S Committee Members
Nathan Miller, Assistant City Attorney
Ben Bliven, Chief of Police

Excerpt from Tavern Activity Report:

Date **07/03/2022**

To **Chief Bliven**

From **Lt. Mike Felder**

Subject **TAVERN REPORT June 1, 2022, through July 31, 2022**

NOTABLE INCIDENTS AT TAVERNS TO WHICH POLICE WERE DISPATCHED.

Jalapeno's Restaurant and Bar, 300 N. 3rd Street

- (1) Case #22005159, 06/19/2022 at 2:10 AM: FIELD INTERVIEW: At approximately 2:07 AM, a named citizen reported that there was a gathering of people in the 300 block of N. 3rd Street that were being very loud and rowdy. Lieut. Van Lieshout and I were in a marked squad car around the corner when the call was dispatched. We were able to see a vehicle stopped in the street with its radio blaring. Many people had been coming out of the bar since it had just closed. They were milling about the sidewalk and the street, until we activated the emergency lighting. The loud vehicle shut the music off and parked on 3rd Street. Before we could contact the occupants, I observed a male walking in the middle of 3rd Street with a half-finished bottle of Corona beer. I stopped the male and he identified himself with a WI photo identification as being only nineteen years old. He admitted he had been in the bar and had gotten the beer from there. The male was issued a citation for underage drinking. I went to the bar and spoke with the "Security Manager." He said he had other bouncers scheduled to work, but they called in sick, so he was the only bouncer. I advised him that an underage person had been served in the bar and took a beer outside into the street. While speaking with him, I could hear people downstairs. He admitted there were patrons still inside, waiting for rides and closing out their tabs. By this time, it was approximately 2:43 AM. I advised him that he could not have patrons in the bar after closing. I saw four women come out of the bar a short time later. The manager was advised that Demerit Points would be recommended for these violations. I recommend the following Demerit Points: Serve Underage Person (25), Underage Person on Premise (25), Open After Hours (25) and Leaving with Open Container (25), for a total of **100 Demerit Points**.

Respectfully submitted,
Lt. Michael Felder



Wausau Fire Department

606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910



Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

TO: Public Health and Safety Committee

FROM: Robert Barteck – City of Wausau Fire Department, Fire Chief *RB*

DATE: August 10, 2022

SUBJECT: Wisconsin Task Force One

Purpose:

To discuss the Wausau Fire Department joining Wisconsin Task Force One Team (WI TF-1). WI TF-1 is a FEMA Type III All Hazards Urban Search and Rescue Team comprised of rescue technicians from multiple fire departments across Wisconsin.

Recommendation:

It is recommended that you approve the Wausau Fire Department to enter into an agreement with the State of Wisconsin to join the Wisconsin Task Force One Urban Search and Rescue Team.

Facts and Considerations:

Background:

In 2005 Wisconsin received federal post-9/11 funds to establish an Urban Search and Rescue (USAR) Team with collapse rescue capabilities. A plan was formed to utilize firefighters from Wisconsin and train them in all the different technical rescue disciplines to create a unique USAR Team for Wisconsin. The Regional All Climate Training Center (REACT) was built at Volk field that became the center of training and deployment operations. After years of development, the WI TF-1 became fully deployable in 2014. A lack of a steady funding source led to the team's closure in 2019.

The Wisconsin State Fire Chiefs lobbied heavily for the State to establish a funding source in the annual budget and get the team up and running again. That legislation was passed in 2021, and the team has been reestablished with members from the original 11 fire departments that were a part of the team. WI TF-1 is currently a FEMA Type III USAR team with 85 members. The team has set a goal of becoming a FEMA Type I team with 240 members in the next two years.

This has opened an opportunity for additional fire departments to become a part of WI TF-1 and supply firefighters to be trained as USAR Rescue Technicians. The two attached documents provide the details to municipalities considering joining the agreement with the State to supply firefighters trained as USAR Rescue Technicians.



Wausau Fire Department

606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910



Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

Discussion:

Wausau Fire Department has been offered the opportunity to join the agreement with the State of Wisconsin to supply firefighters trained as USAR rescue technicians and serve on WI TF-1. This is a unique opportunity to introduce some of our staff to a high level that could benefit the Wausau community through greater preparedness and response. The State of Wisconsin will provide the training and pay the costs for staff time and pay for responders during responses. This will include Worker's Compensation Insurance during training and deployment. The chart below summarizes the reimbursement details.

Reimbursements

- All Training is reimbursed at \$55/hour for hours training attended.
- Deployments are portal to portal at actual labor cost including benefits.
- Individual labor contacts are managed by participating agencies.
- Work Comp is assumed by the State during events.
- MOU is set for 2-year period and can not be changed.

(All items are included in MOU)



Rational:

This is similar to our agreement with the State of Wisconsin to provide the region with a Type II Hazardous Materials Response Team. The state funding for the HazMat Team has positively affected the Wausau Community by having the regional team right in our City with swift response time and a robust array of capabilities to protect and enhance the community.

Joining other fire departments across the state to create this unique and much-needed resource aligns with the Wausau Fire Department's mission to provide rapid emergency response to protect and enhance the community.

We expect several of our firefighters to be interested in joining WI TF-1. We do not have a minimum or maximum number selected yet. The WI TF-1 leadership is spreading the participation across many departments to not overextend a single department. When a large-scale disaster occurs the WI TF-1 members can deploy for up to 14 days. By keeping the numbers from each participating department low no single department bears more of a burden than another.



Wausau Fire Department

606 East Thomas Street
Wausau, WI 54403
Telephone (715) 261-7900
Fax (715) 261-7910



Katie Rosenberg, Mayor

Robert Barteck, Fire Chief

Impact:

This will positively impact the Wausau Fire Department and the Wausau community. Currently, no Wausau firefighters are trained in all of the rescue disciplines under the USAR training umbrella. Having local firefighters trained in USAR better prepare the community for a large-scale disaster. When a disaster occurs, we are in a stronger position to respond by having members who serve on the WI TF-1 team that will be called to help.

Below is a chart summarizing the training requirements for members of WI TF-1.



As the WI- TF-1 USAR Team grows there will likely be new opportunities that will open for participating fire departments. It would be advantageous for us to be in a position on the team when those opportunities open.

Coordination:

The City Attorney's Office is reviewing the contract before agreeing we will agree to the terms. We will also coordinate with the Finance Director to develop a process for the quarterly reimbursement payments.

Drafted by Robert Barteck, Fire Chief

CC: Mayor Rosenberg and City Attorney Anne Jacobson

Wisconsin Task Force One (WI-TF1)

Member Requirement Overview

WI-TF1 has the responsibility and goal to stand up a multi-hazard Urban Search and Rescue Team designed to deploy both In and Out of state when requested to respond to emergencies and disasters. The team must be deployable to these emergencies and the deployments can vary in duration from hours to 14 days. In order to meet the deployable model members need to be trained to the technician level in the core disciplines and have the ability to deploy for up to 14 days. Notification of deployments come on an emergency basis and members must be able to respond on short notice.

Members:

1. WI-TF1 Members must be currently affiliated with a Fire Department, be a REACT employee, or have specialized expertise necessary to the team.
2. Members are required to meet all WI-TF1 initial training, annual training and attendance requirements (see below).
3. Members must be deployable within 18 months of initial start date (Exceptions may be granted based on training availability).
4. Members are subject to any applicable NFPA standards. Each participant must meet the medical/fitness standards mutually agreed upon by the Division and Participating Agency and not have any medical condition or disability that will prevent performance of the duties of the Task Force position he/she occupies.
5. Additional medical procedures or steps may be necessary for deployments
6. Members must begin by meeting the Emergency Management Accreditation Program(EMAP) standards for Urban Search and Rescue (pp 3-5 of this document)

Validations

1. Members previously rostered who are re-rostered as of June 1, 2022, that received their training through REACT can be validated through a refresher class and skills validation offered at REACT by WI-TF1 approved instructors.
2. New Members with Pro Board or IFSAC or other validated training will have their skills validated at upcoming training sessions by WI-TF1 approved instructors.
3. Certification classes will be offered through WI-TF1 for those who do not hold certifications in the core disciplines or need a complete refresher course.

Training: (Core and Additional Courses offered at REACT through WI-TF1)

1. WI-TF1 current training requirements are completion of a course to the technician level for the following Core Disciplines (to be deployable)
 - a. Ropes 1&2 (7 Day course)
 - b. Structural Collapse 1&2 (7 Day Course)
 - c. Trench Rescue (30 Hours)
 - d. Confined space (32 Hours)
 - e. Swift Water Rescuer (30 Hours)
 - f. Swift Water Boat Operator (20 Hours)
 - g. ICS 100, 200, 700, 800
 - i. ICS 300, 400 Optional but Preferred
2. Additional Training encouraged for Members
 - a. Heavy Equipment and Rigging Specialist (40 Hours)
 - b. Specialty specific training (class time varies by position)
 - i. Task Force Leader, Assistant Task Force Leader, Team Manager (Search, Rescue, Hazmat, Logistics, Planning, Medical, Safety Officer)
 - ii. Some specialty positions have pre-requirements
 - i.e. Med specialist requires current paramedic license
 - c. Other classes offered by WI-TF1 as appropriate

Definitions – Four (4) main trainings/exercises per year

1. Operational Readiness Exercises (ORE) – This is an annual exercises that can last up to 72 hours. Exercises will be deployment focused to ensure that the team is continuously ready to respond.
2. Full Team Training (FTT) - This is a 3 times per year skill day that is designed to be up to 10 hours in duration. The main focus of the Full Team Training is skill based to include refreshers, equipment maintenance, new equipment roll out, policy/procedure updates, classes and other items as necessary

Attendance (Members must meet both 1 & 2)

1. Members are required to attend and complete 1 out of 2 ORE's during a 2 year period

AND

2. Members are required to attend and complete 2 out of 3 FTT's annually

Urban Search and Rescue Standard

Chapter 1: Administration

1.1 Purpose. The *Urban Search and Rescue Standard* establishes the minimum acceptable performance criteria for the administration, operations, and logistical readiness elements required of an US&R Resource. The Standard is intended to be fair and equitable for all who choose to adopt it and provide a foundation of sound practices in the performance of the US&R mission.

1.2 Application. This Standard applies to any organization having a US&R capability seeking alignment with the US&R Resource readiness requirements and those US&R Resources seeking to enhance their capability through the application of a recognized assessment standard for certification and validation.

Chapter 2: Definitions

2.1 Activated or Activation. The status of the US&R Resource placed at the direction, control, and funding of the requesting authority in response to or in anticipation of, a response.

2.2 Activation Order. The Authority Having Jurisdiction communication placing the US&R Resources under the direction, control, and funding of the requesting authority.

2.3 Advisory. A notification issued for information purposes only and does not require formal action. It provides a means for sharing information concerning events that could develop into a disaster situation.

2.4 Alert (Alert Order). The Alert or Alert Order is issued when an event has occurred or is imminent that may require the response of US&R assets. Additionally, US&R Resources may be notified/advised to standby for deployment, in a timely manner.

2.5 Applicant. An US&R Resource that seeks to fulfill the requirements for certification and has submitted a certification application.

2.6 Authority Having Jurisdiction (AHJ). An organization, office, or individual having statutory responsibility for enforcing the requirements of a code or standard, or for approving equipment, materials, and installation or a procedure. The AHJ serves as the US&R oversight for the local, tribal, territorial, regional, state, federal, national, international, non- governmental, and private sector US&R Resource. The AHJ has responsibility for preparedness, response, and recovery based upon applicable laws, statutes, ordinances and/or authorities.

2.7 Cooperative Agreement. A legal instrument between local, state, tribal, or federal agencies and the Sponsoring Agency that provides funds to accomplish a public purpose.

2.8 Disaster Search Canine. A dog that has successfully completed a FEMA US&R Canine Search Team Certification Evaluation (CSTCE), State US&R Alliance (SUSAR) CSTCE, or equivalent.

GENERAL TRAINING REQUIREMENTS

Each individual participating in the Urban Search & Rescue Resource shall:

- Complete Critical Incident Stress Awareness training;
- Complete the FEMA IS-100, IS-200, IS-700, and IS-800B online training in accordance with the NIMS Training Program;
- Complete their jurisdictional US&R Response System/Team Orientation;
- Complete the initial First Responder Operations Level for Hazardous Materials training as per OSHA 29 CFR, 1910.120;
 - o Complete annual refresher training as required for First Responder Operations Level for Hazardous Materials as per OSHA 29 CFR, 1910.120;
- Be currently certified in Cardiopulmonary Resuscitation (persons currently licensed or certified as EMT (all levels) and licensed Board-Certified Emergency Physicians inherently meet this requirement);
- Complete the Respiratory Protection training as per OSHA 29 CFR 1910.134(k).
 - Complete refresher training as required for respiratory protection training as per OSHA 29 CFR 1910.134(k)
 - o Have successfully completed an annual quantitative respiratory protection fit test required as per 29 CFR 1910.134 App. A;
- Complete the NFPA 1670 Awareness Level training for:
 - o confined space rescue operations;
 - o water rescue operations; and
 - o structural collapse operations.
- Complete the Blood-borne Pathogen training as per OSHA 29 CFR 1910.1030;
- Complete the FEMA National US&R Response System US&R WMD Enhanced Operations course, or equivalent; and
- Complete the FEMA National US&R Response System GPS Awareness Level course, or equivalent.

Technical Rescue Skill Sets:

The Technical Rescue skill set is required training for the following US&R positions:

- Canine Specialist;
- Hazardous Materials Team Manager;
- Hazardous Materials Team Specialist;
- Medical Specialist;
- Search Manager;
- Structures Specialist;
- Technical Search Specialist; and
- Heavy Equipment Rigging Specialist (unless qualified as a Rescue Specialist).

These are recommended training for Medical Team Managers.

Minimum skill set recommendations for US&R Resource Personnel who enter the hazard zone, (i.e. forward deployment), are the following:

- General Requirements of NFPA 1670;
- Rope Rescue Awareness per NFPA 1670;**



**AGREEMENT FOR URBAN
SEARCH AND RESCUE EMERGENCY
RESPONSE SERVICES**

April 1, 2022, through June 30, 2024

Between

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

And

[municipality]

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and [MUNICIPALITY], Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

RECITALS

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

TERMS AND CONDITIONS

- 1.0 **Recitals:** The Recitals are incorporated by reference.
- 2.0 **Definitions:** The following definitions are used throughout this Agreement:
 - 2.1 “Advisory Committee” means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs’ Association.
 - 2.2 “All-Hazards” means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
 - 2.3 “Certification” means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
 - 2.4 “Emergency” or “Emergencies” means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
 - 2.5 “Harm” means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

- 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 “US&R” means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

3.0 Participating Agency Obligations:

- 3.1. Recognizing that many of Participating Agency’s employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.
- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:
 - 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
 - 3.2.2 Are employees in good standing.
 - 3.2.3 Are not probationary employees.
 - 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
 - 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
 - 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.

- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

4.0 Required Training and Exercises:

- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

5.0 Response Procedures and Limitations:

- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.

5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. See Section 7 below.

6.0 Right of Refusal:

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

7.0 Standard Operating Procedures:

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

8.0 Reimbursement of Costs

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

9.0 Reimbursement for Response Costs:

9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.

9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be

reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.

9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.

9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.

9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.

9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.

10.0 Payment for Training and Exercise Costs:

10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.

10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.

10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.

11.0 Reimbursement of Increased Duty Disability Costs:

11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.

11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums referred to above imposed in the prior fiscal year.

11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

12.0 Employer-Employee Relationship and Obligations Maintained:

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

13.0 Worker's Compensation:

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

14.0 Dual Payment:

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

15.0 Reasonable Efforts:

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

16.0 Liability and Indemnity

16.1 Scope:

During operations authorized by this Agreement, WI-TF1 members supplied by Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to

providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

17.0 Insurance Obligations:

17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.

17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

18.0 Standard Terms and Conditions: The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

19.0 Miscellaneous

19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any

agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

- 19.2 Dual Employment: Wis. Stat. § 16.417 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 \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Employment: Participating Agency 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 and Division.
- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency 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 Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
 - 19.7.1 Term: This Agreement shall begin on April 1, 2022, and terminate on June 30, 2024, unless terminated earlier pursuant to Section 19.7.2.
 - 19.7.2 Termination:
 - 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written notice to the other Party.

19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 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.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

19.11 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

permitted assigns.

- 19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.
- 19.13 Notifications: Participating Agency 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
DMA Wisconsin
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: Office of the Department of Military Affairs General Counsel
Wisconsin Department of Military Affairs
2400 Wright Street
Madison, WI 53704

- 19.14 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.
- 19.15 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 Participating Agency.
- 19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy created by the Agreement. 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 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.

- 19.18 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.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

Approving Signatures:

ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION

Dated this ____ day of _____, 2022

Greg Engle, Acting Division Administrator

[SIGNATURE PAGE]

EXHIBIT A

EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The Participating Agency 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 Participating Agency 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 Agreement.

APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency 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 Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

CANCELLATION: The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. 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.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this Agreement, the Participating Agency 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 s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., 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. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency 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.

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

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency 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.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, 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.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

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

Wausau Fire Department Monthly Report

July 2022



(Our new Sutphen 75' Ladder – Ladder 2)

Fire Chief Report by Chief Robert Barteck

July marks the completion of a three-plus-year project to update and “right size” our fleet of vehicles. The conclusion of this project was marked when new ladder Two went into service on July 18th. The project is a bit complex to explain, but I will do my best.

As the Deputy Chief, I started this process with now retired fleet supervisor Mark Hanson. The fire department is second only to the DPW in the annual costs of vehicles, and we needed to find a way to cut costs. We were plagued with breakdowns and problems related to the aging fleet and needed to replace multiple large pieces of apparatus in a fiscally responsible manner. At that time, we had three front line engines, one front line ladder, one reserve engine, and one reserve ladder. The highest priority was the replacement of two of the engines. In January 2020, we ordered twin engines placed into service in May of 2021 as Engine One and Two.

After an internal study by our ladder truck replacement committee, we determined that we could replace the 1984 Truck Two with a new quint-style ladder truck and place it into Engine Two’s position. (Quint refers to a combination ladder truck and engine.) This cut the reserve ladder truck from the fleet of large apparatus. Cutting our large fleet from six to five fire suppression apparatus.

Eliminating the reserve ladder truck will save costly maintenance of an aging piece of apparatus and unwarranted retirement of the current ladder truck to reserve status. We believe this is a more innovative approach to managing the fire department fleet and will allow us to reduce overall expenditures long-term for fire apparatus. The actual cost savings will be better known as we compare future years to past year’s expenditures.

The best part of this plan is that in three years, we were able to replace four pieces of apparatus past their life expectancy with three new heavy-duty trucks that will serve this city for many years.

Other good news in July was the announcement from the State of Wisconsin of the EMS Flex Grant. If awarded this ARPA-funded State Grant, we can purchase a new ambulance, upgrade equipment, acquire needed medical supplies, and get help covering overtime for critically low staffing levels. We requested a maximum of \$305,000 in grant funds. We expect the grant announcements in mid-August.

Still no news of the FEMA SAFER staffing grant we submitted in January. All SAFER grant awards and denials are expected by the end of September.

Do not hesitate to contact me if you have any questions about this report.

Thank you,
Robert Barteck – Fire Chief

EMS Division by EMS Division Chief Jared Thompson

Over a year ago, Chief Barteck tasked the EMS Division to work toward becoming accredited through the Commission on Accreditation of Ambulance Services (CAAS). The EMS Division has slowly been chipping away at this in-depth accreditation application process.

CAAS was established to encourage and promote quality patient care in America's medical transportation system. Based initially on the efforts of the American Ambulance Association, the independent Commission established a comprehensive series of standards for the ambulance service industry.

Accreditation signifies that your service has met the **"gold standard"** determined by the ambulance industry to be essential in a modern emergency medical services provider. These standards often exceed those established by state or local regulations. The CAAS standards are designed to help increase operational efficiency and decrease risk and liability across the entire spectrum of the organization.

The process includes a comprehensive self-assessment and an independent external review of the EMS organization. This independent process provides verification to your Board of Directors, city council, the medical community, and others that quality care is provided to the community.

There are numerous category standards that Wausau Fire EMS had to provide and demonstrate compliance to such as:

- Organization
- Inter-Agency Relations
- Management
- Financial Management
- Community Relations and Public Affairs
- Human Resources
- Clinical Standards
- Safe Operations and Managing Risks
- Equipment and Facilities
- Communications Center



Wausau Fire Department is aimed at becoming the third ambulance system to be CAAS Accredited in Wisconsin. The EMS Division plans on sending in our robust application in mid-August.

COVID-19 Update

In July, Wausau EMS transported only two confirmed COVID-19 positive patients. Our crews are still practicing strong personal protective measures to protect not only themselves but their co-workers, other patients, and family members.

Wausau Hmong Festival 2022

The Fire Chief and EMS Division Chief along with the Greenheck Corporation Emergency Medical Responders provided First Aid coverage for the Wausau Hmong Festival that took place July 30 and 31. This was an opportunity to connect with the Hmong community as well as thousands of visitors to the area as well as Wausau residents. Large events like this require the EMS Division to provide the State of Wisconsin with an in-depth Special Events Plan to the Department of Health Services (DHS).



Responses by Municipality (EMS Patient Care Reports):

City	# of Runs	% of Runs	# of Runs – YTD
City of Merrill	0	0.00%	1
City of Mosinee	0	0.00%	0
City of Schofield	0	0.00%	1
City of Wausau	444	92.31%	3,247
Clark County	1	0.21%	1
Other	0	0.00%	0
Town of Berlin	1	0.21%	12
Town of Bevent	0	0.00%	1
Town of Bern	2	0.42%	2
Town of Cassel	1	0.21%	3
Town of Elderon	0	0.00%	0
Town of Emmet	0	0.00%	0
Town of Franzen	0	0.00%	1
Town of Hamburg	1	0.21%	3
Town of Hewitt	0	0.00%	13
Town of Marathon	0	0.00%	2
Town of Mosinee	0	0.00%	0
Town of Rib Falls	0	0.00%	2
Town of Rib Mountain	0	0.00%	6
Town of Rietbrock	1	0.21%	1
Town of Stettin	1	0.21%	1
Town of Texas	6	1.25%	44
Town of Wausau	10	2.08%	59
Town of Wien	1	0.21%	3
Village of Athens	1	0.21%	2
Village of Edgar	1	0.21%	1
Village of Kronenwetter	0	0.00%	0
Village of Maine	4	0.83%	45
Village of Marathon City	0	0.00%	1
Village of Rothschild	1	0.21%	2
Village of Stratford	1	0.21%	1
Village of Weston	4	0.83%	6
Total	481	100.00%	3,461

Fire Training Division by Training Division Chief David Briggs

July was an exciting month! We welcomed a new firefighter, trained on new vehicles, pulled hoses, operated boats, and built our knowledge, skills, and abilities in several other fire-service and servant-driven initiatives.



Each month's training consists of classroom content and practical application of skills. July's classroom sessions included leadership training "From the Army's Perspective" as found on a series of extremely well put-together YouTube videos.

<https://www.youtube.com/watch?v=EF14k7AdLZk&t=326s>

Members also viewed a Line-Of-Duty Death case study of Captain Herbie Johnson of the Chicago Fire Department. While these case studies are somber at best, they provide invaluable insight into what lead to a firefighter's death in the hopes that we value the lessons learned to prevent the same tragedy from befalling another. The link to this is found here:

https://www.youtube.com/watch?v=BdwSXzst_lw

Ladder 2 Training

As part of our acceptance process with any new piece of equipment, we train on its capabilities, functions, limitations, and use. Ladder 2 is a state-of-the-art aerial that is unique to our fleet. This 75' mid-mount aerial has different abilities than our 100' aerial tower. Set-up uses two shorter jacks to stabilize it, making it far quicker to put in use. The ladder design with four-sections allows it to be set-up closer to structures that are closer to the road, stabilized on a smaller footprint, and flow water through the ladder in less time. Each of our operators was given factory representative training and additional time to put it through its paces before it went into service.



Above: Members participated in factory representative training on the new aerial.

Recruit Training

Each recruit goes through a formal “academy” in which we introduce them to the intricacies of the Wausau Fire Department and our service to the City of Wausau. Following the initial academy, each recruit completes a 10-day field training session in which they rotate on the ambulance and fire apparatus with crew members to ensure they are minimally proficient before counting as functional staffing. While this initial time is brief, the amount and extent of initial content is exhausting to complete. Each member continues to gain knowledge, skills, and abilities for the rest of their career.



Above: Recruits undergo numerous skills in the initial weeks and months.

Hazardous Materials Vehicle Training

Over the past month, our haz-mat team coordinators and members have been switching out of our dated vehicle into our “new” one purchased through state bid from the City of Madison. While this vehicle is used, it is in far more functional shape than the one it replaced. Members who are not expected to drive the vehicle were taken through it to familiarize themselves with the location of equipment, the computer system, the generator, and other unique and new-to-us features.



Above: The new Hazardous Materials Response vehicle is being driven on a closed course to ensure members have drive-time while performing various maneuvers before it is placed in service for the community and region.

Master Stream Training

Rarely do we have fires that grow in scale and complexity that we need to deploy large volumes of water; however, the possibility exists. Each year, we cover training content that is routine, likely, and even unlikely to be needed. By training and refreshing on any possible scenario, we maintain our preparedness. Deploying master streams such as the one below is a seldom task in the City of Wausau due to our rapid response times and our skilled members. The hose in the picture is 5" in diameter and each 1' of it holds approximately 1 gallon of water. This means these lines are difficult to move once charged with water. We must set them up in the right place, at the right time, the first time.



Above: Members supplied and flowed a portable "Master Stream."

Airboat Training

Our select members designated as "airboat" operators must undergo periodic training to maintain proficiency with our AirRanger airboat. This apparatus is capable of water, land, and ice navigation. However, each different terrain requires different operator techniques. Due to the uniqueness of the airboat and its capabilities, we must ensure our members are given the time and direction to maintain and build their skills.



Above: Dylan and Shane operating the AirRanger.

Wisconsin State Committees

The Wisconsin Technical College committee on fire officer training continued to meet in July and completed our fire officer curriculum revision and preparation for upcoming classes. Our next step is to revise the accompanying course materials such as guides, manuals, quizzes, and tests. The goal is to roll-out this new content by the end of 2022.

Type of Training	# of Hours	% of Hours	# of Hours -YTD
Company Training	404.25	48.49%	4,568.82
Driver/Operator Training	238.25	28.58%	426
Facilities Training	0	0.00%	48.5
Hazardous Materials Training	23	2.76%	466.25
Misc Training	0	0.00%	52.33
Officer Training	62.25	7.47%	615.05
Specialty Training	106	12.71%	1,063.75
Total	833.75	100.00%	7,240.70

Training Categories:

Company Training – General firefighting training

Officer Training – Included leadership, management, supervision, and tactical considerations

Driver/Operator Training – Operation of fire apparatus

Hazardous Materials Training – How to mitigate the leak or spill of hazardous substances

Specialty Training – Rope, confined space, trench, collapse, ice, water, and other special rescues.

Facilities Training – Training at a live-burn facility (may include off-duty time)

Misc Training – Any other training category such as software, administrative, etc.

Type of Training	# of Hours	% of Hours	# of Hours -YTD
Admin Training	0	0.00%	87.5
EMS Training	132.5	83.86%	1,495.5
Fire Instructor Training	25.5	16.14%	437
Fire Prevention Training	0	0.00%	0
Investigation Training	0	0.00%	95
Total	158	100.00%	2,115

Fire Prevention Division by Fire Marshal Brian Stahl

Inspections: Within the City of Wausau for the month of July, we performed 74 total inspections. Of those 38 were re-inspections. We had 15 properties that had Fire Code Violations. These properties will require follow up inspections to confirm compliance. We conducted 3 consultation inspections for the month of July that were either remodel projects or new construction.

Investigations: The prevention Division conducted no Fire Investigations for the month of July. Although, we did respond to four recreational fire complaints. These usually entail a complaint about either location of the fire pit or materials being burnt.

Public Outreach: The Youth Fire Setting Intervention and Prevention program has been proceeding well. We received an “intake” notification from the Marathon Co Social Services in June. We have conducted two classes in July and are in the process of scheduling the third and final class for early August.

Education: At this time, we have registered for the Fall IAAI Conference to be held on Sept 20-22 in Eau Claire Wisconsin. This will be a three-day conference that provides education in Fire and Arson Investigation.

BBQ SAFETY TIPS

- Keep your grill at least 10 feet away from your house.
- Clean your grill regularly.
- Check for gas leaks.
- Keep decorations away from your grill.
- Keep a spray bottle of water handy.
- Learn how to properly use a fire extinguisher.



Prevention Division Activities:

Inspections Completed	Monthly	Year to Date
Routine Fire Inspections	33	1,806
Re-inspections	38	210
All other Inspections (Consults/burn complaints,etc)	4	28
Total Inspections	75	2,044
Fire Investigations	0	5
Inspection Department Activities	Number	YTD
Public Engagement Activities	14	68

Fire Operations Division by Deputy Chief Jeremy Kopp

Significant calls:

Wausau Fire responded to 5 significant calls in July. One structure fire, one cooking fire, one dumpster fire, and one outside equipment fire. One water rescue which was at request of PD for a fleeing person who was swimming to get away.

Recruitment and Retention:

Firefighter Matthew Hieronimus started academy on July 18th where he worked two weeks on days and started as the third on the ambulance July 31st, after ten days of riding in the 3rd position he will count as staffing starting September 1st.

Incoming candidates are still in the process of getting all credentials needed, Jared Blomberg is the closest to getting all he needs to transfer credentials from the State of California and we hope to have him onboard in August. Another candidate was put on the eligibility list but waiting to get their paramedic license. I am continuing to schedule recruitment meetings and reaching out to gain interest in becoming a firefighter/paramedic daily. I would like to thank some members of other city departments and alderpersons for some of their recent help in recruiting and sending some people our way!

Fleet:

Division Chief Briggs and I went to Custom Fire on July 12th to help finalize compartments and some other details such as radio mounts and spent the day there before driving it back home to Wausau that evening. Training was conducted on all three crews the 13th, 14th, and 15th by a Sutphen rep and a ceremony was held for it on Wednesday the 20th when it went in service and went on it's first call.

Buildings and Grounds:

No changes.

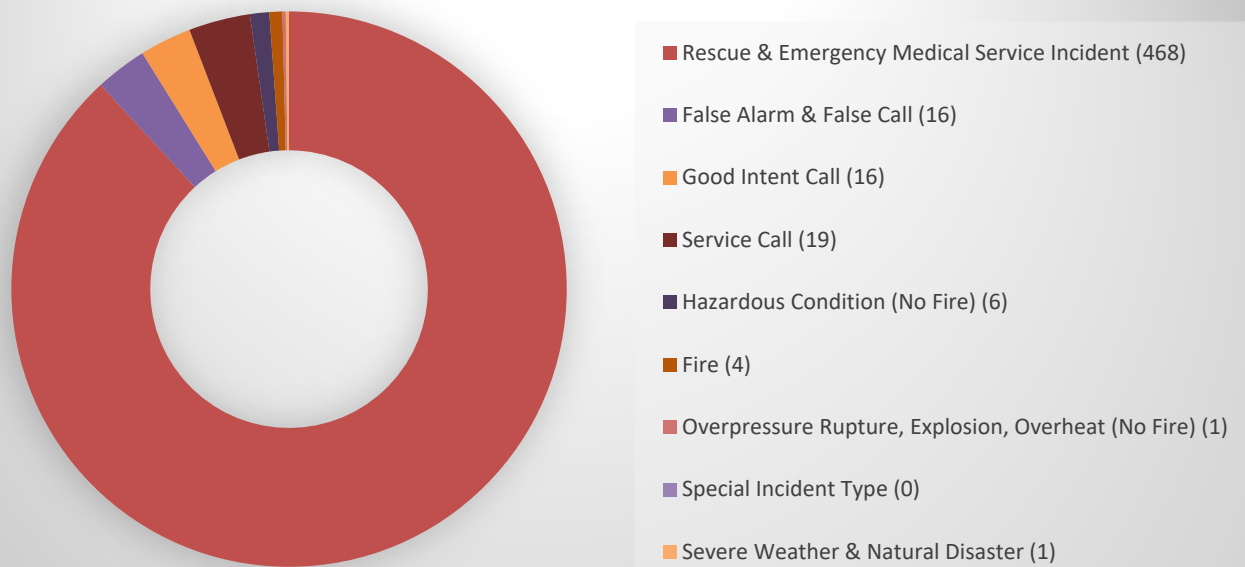
Overtime and Scheduling:

While there is still enough overtime to go around we have seen a little relief with some employees coming back from FMLA and from light duty to full duty. It also has helped to get the new hires off of training and counting towards staffing.

Like always if you have any questions about operations please don't hesitate to call or come in and see me.

Significant Fire Events:

Date	Address	City	Incident #	Type
7/3/2022	510 Sherman Street	City of Wausau	F22001148	Dumpster or other outside trash receptacle fire
7/10/2022	1703 South 3rd Avenue	City of Wausau	F22001187	Cooking fire, confined to container
7/12/2022	North 3rd Avenue	City of Wausau	F22001197	Outside equipment fire
7/19/2022	2102 North 2nd Street	City of Wausau	F22001234	Building fire



Responses by Municipality (All NFIRS Reports):

City	# of Runs	% of Runs	# of Runs - YTD
City of Merrill	0	0.00%	2
City Of Mosinee	0	0.00%	1
City Of Schofield	0	0.00%	4
City Of Wausau	495	93.22%	3,611
Clark County	1	0.19%	1
Taylor County	0	0.00%	0
Town Of Berlin	1	0.19%	12
Town of Bern	2	0.38%	2
Town of Bevent	0	0.00%	1
Town Of Cassel	1	0.19%	3
Town Of Elderon	0	0.00%	0
Town Of Emmet	0	0.00%	0
Town of Franzen	0	0.00%	1
Town Of Hamburg	1	0.19%	3
Town Of Hewitt	0	0.00%	13
Town Of Marathon	0	0.00%	2
Town Of Mosinee	0	0.00%	0
Town Of Rib Falls	0	0.00%	2
Town Of Rib Mountain	0	0.00%	8
Town Of Rietbrock	1	0.19%	1
Town Of Stettin	1	0.19%	1
Town Of Texas	5	0.94%	43
Town Of Wausau	10	1.88%	58
Town Of Weston	0	0.00%	0
Town Of Wien	1	0.19%	3
Village Of Athens	1	0.19%	2
Village Of Brokaw	1	0.19%	5
Village Of Edgar	1	0.19%	1
Village Of Kronenwetter	0	0.00%	0

Village Of Maine	3	0.56%	41
Village Of Marathon City	0	0.00%	1
Village Of Rothschild	1	0.19%	2
Village of Stratford	0	0.00%	1
Village Of Weston	4	0.75%	6
Total	531	100.00%	3,831

Activity/Incident Hours Committed

Category	Time Committed
NFIRS Incidents	127:49:29 Hours
EMS Incidents	733:48:39 Hours
Non-Incident Activities (Station Maintenance, Vehicle Check-off/Fire Pre-plan, Hazmat Outreach, Administration duties, Public Education, Committee and Staff Meetings)	960 Hours
Training (including Wellness)	991.75 Hours

Aid Responses:

Type of Aid	# of Runs
Mutual Aid Given – EMS	9
Mutual Aid Given – Fire	0
Automatic Aid Given – EMS	12
Automatic Aid Given – Fire	0
Mutual Aid Received – EMS	0
Mutual Aid Received – Fire	0
Automatic Aid Received – EMS	0
Automatic Aid Received – Fire	0
Other Aid Given – EMS	0
Request for EMS from Other Agencies to the City of Wausau (not Aid)	0
Total Non-Aid Incidents (outside City with no other agency response)	15



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Date 08/04/2022
To Chief Bliven
From Lt. Mike Felder
Subject TAVERN REPORT July 1, 2022, through July 31, 2022

ROUTINE TAVERN INSPECTIONS (No violations unless noted)

101 Pub, 101 N. 3rd Avenue

After Shock, 1418 Lenard Street

The Bar, 1025 S. 3rd Avenue

Bob & Randy's Bar, 1515 N. 6th Street

Bull Falls Brewery, 901 E. Thomas Street

Kin and Kind, 2108 Grand Avenue

Callon Street Pub, 209 Callon Street

Campus Pub, 1110 W. Campus Drive

- Tavern licenses that were posted were out of date. New licenses had been issued but advised to post them correctly.

The Chatterbox Bar, 102 S. 2nd Avenue

Cop Shoppe Pub, 701 Washington Street

Day's Bowl-A-Dome, 1715 Stewart Avenue

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain

Melinda Pauls
Administrative Captain



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CONVENIENCE/GROCERY STORE INSPECTIONS (No violations unless noted)

None.

RESTAURANT INSPECTIONS (No violations unless noted)

None.

ALCOHOL COMPLIANCE CHECKS

None.

NOTABLE INCIDENTS AT TAVERNS TO WHICH POLICE WERE DISPATCHED.

Bob & Randy's Bar, 1515 N. 6th Street

(1) Case #22006342, 07/27/2022 at 9:49 PM: CRIMINAL MISCELLANEOUS:

Officers were called to a report of an intoxicated male at the bar attempting to fight other patrons. On arrival, officers located a male matching the description given standing outside the bar. The male was detained and declined to identify himself. Officers interviewed the bartender and other patrons. According to the bartender, the male became upset over the amount of time it was taking to get his food and became belligerent. The male was arrested and taken to jail for Disorderly Conduct.

Cop Shoppe Bar, 701 Washington Street

(1) Event #22087077, 07/01/2022 at 1:49 AM: FIGHT: A bartender called to report a fight occurring outside the bar between two women. On arrival, officers made contact with one woman who claimed she was attacked by another woman after telling her she could not be outside the bar with an open alcoholic beverage. She did not want to pursue charges, and the others involved were not identified.

(2) Event #22094249, 07/15/2022 at 3:02 PM: CRIMINAL MISCELLANEOUS: The owner called to report that a woman in the parking lot tried to run him over after he asked her to not park in the parking lot. An officer received no answer from the bar or from the number the owner left for contact. He never followed through with the officer to file any more of a complaint.



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Jalapeno's Restaurant and Bar, 300 N. 3rd Street

- (1) *Case #22006067, 07/17/2022 at 12:28 PM:* CRIMINAL DAMAGE TO PROPERTY: A female patron filed a complaint the following day regarding her vehicle having been keyed while parked outside the bar the night before. She had a suspect, and the assigned officer was following up on the case.

Loppnow's Bar, 1502 N. 3rd Street

- (1) *Event #22088102, 07/03/2022 at 3:47 AM:* CRIMINAL MISCELLANEOUS: A male patron called after some other patrons took photos of him at the bar, and pasted them onto Facebook, identifying him as being involved in "sex trafficking." The male met with an officer, who advised him it was a civil matter.

Malarkey's, 412 N. 3rd Street

- (1) *Event #22101286, 07/29/2022 at 7:48 PM:* MEDICAL EMERGENCY: A twenty-four-year-old woman suffered a seizure and went down in the bar. Officer responded but it was determined to be a medical concern only.

Eagle's Club, 1703 S. 3rd Avenue

- (1) *Event #22091860, 07/10/2022 at 2:21 PM:* STRUCTURE FIRE: Officers responded with the Fire Department for a report of a structure fire. The fire was determined to have been a gas line under the fryer and had been extinguished before emergency personnel had arrived. No Law Enforcement action was taken.

Treu's Tic Toc, 1201 W. Thomas Street

- (1) *Event #22090381, 07/07/2022 at 5:55 PM:* SUSPICIOUS ACTIVITY: A **bartender** called to request a welfare check on a male patron that had been in the bathroom for some time. On arrival of the officers, the suspicious character was standing outside the bar. He only admitted to going to the bathroom and did not understand why someone would have called about him. He was wearing different pants than originally described, and left after speaking with officers, leaving a salad that he had ordered from the bar behind.

M & R Station, 818 S. 3rd Avenue

- (1) *Event #22088448, 07/03/2022 at 9:53 PM:* CRIMINAL MISCELLANEOUS: The **owner** called to request assistance in removing a female patron from the bar. The owner wanted the woman removed because she made a poor attempt of apologizing to another woman that she pushed several months ago. The patron left at the request of officers, however this stems from an incident that went unreported several months ago when one woman was sitting in a chair normally used by the other woman's husband.



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Day's Bowl-a-Dome, 1715 Stewart Avenue

- (1) *Event #22087542, 07/01/2022 at 11:18 PM:* MEDICAL EMERGENCY: Officers and an ambulance responded to the bar in reference to a report that a male patron had just fallen onto the floor and hit his head. The male was bleeding from an injury sustained to his head from the fall. According to patrons questioned by an officer, the male had his head down on the bar and then fell, hitting the ground "really hard." The male's pupils were dilated. The bartenders thought the male had been served six Miller High Life beers, and no other drinks. The male was transported to the hospital by the ambulance.

Matt's 101 Pub, 101 N. 3rd Avenue

- (1) *Event #22092514, 07/12/2022 at 1:06 AM:* CRIMINAL MISCELLANEOUS: A bartender called to ask for assistance with removing people that were outside the bar. The bartender claimed there was drug dealing occurring, but did not elaborate, provide any details or proof of such activity. When asked to leave the area, one of the people debated the idea with the officers, but eventually left.

Aftershock Bar and Grill, 1418 Lenard Street

- (1) *Event #22098402, 07/23/2022 at 8:45 PM:* NOISE COMPLAINT: The neighbor next to the bar complained that there was a DJ in the bar, and the bass was so loud it was shaking her walls. An officer responded and agreed that the music and bass was quite loud. The officer spoke with the DJ and bartender, and asked them to turn the music down, which they did. The officer noted that it was noticeably quieter when he was leaving.

Chatterbox Bar and Grill, 102 S. 2nd Avenue

- (1) *Case #22005670, 07/06/22 at 9:11 PM:* CRIMINAL MISCELLANEOUS: Officers responded to a report that there were people present at the bar bothering patrons. After investigation, two juveniles were walking past the bar in the alley and noticed a patron apparently "staring" at them. An exchange occurred between one of the juveniles and the patron involving the "n word." The juvenile initially went home in order to bring his mother back to the bar, but then returned to the bar and entered it before his mother arrived, to confront the male that he had been conversing with earlier. The juvenile and his friend were "chased" out of the bar, and they were both "punched" by a male that had been in the bar. They were not able to identify the male to the officers. The bar claimed to only have video footage if the alarm is activated, so there was no footage of the incident. The male that punched the juveniles remains unidentified.



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Wausau, WI 54403

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Labor Temple Bar, 318 S. 3rd Avenue

- (1) *Event #22095026, 07/17/2022 at 1:08 AM:* 9-1-1 HANG-UP: Dispatch received a 9-1-1 open-line phone call in which they could hear what sounded like a group of people. The caller was a male, but he would not talk with the dispatcher, then hung up. An officer responded to the area and noticed a shirtless male stomping around in the bar parking lot in an apparent agitated state. Once the officer made his presence known, the male left without confrontation. The bartender noted that the male had not been served and had been asked to leave immediately upon his arrival. No other problems were noted.

North End Pub, 1002 N. 3rd Avenue

- (1) *Case #22005678, 07/06/2022 at 11:05 PM:* FRAUD COMPLAINT: The **bartender** called to report a male patron that had passed a counterfeit \$100.00 bill. The male had not been identified and was suspected in passing similar bills at other businesses.
- (2) *Event #22100824, 07/28/2022 at 9:19 PM:* CRIMINAL MISCELLANEOUS: An anonymous caller claimed there was a woman working there, who was intoxicated, and was going to be leaving the bar, driving drunk. An officer arrived at the bar in twelve minutes withing getting the call. The suspected vehicle was not at the bar. The officer spoke with the bartenders, who noted that the woman in question did not work that evening. Furthermore, they said they had never seen her drink and drive, and believed whoever called the information in was just trying to get her into trouble.

Lickity Splitz Gentlemen's Club, 1709 Merrill Avenue

- (1) *Event #22093400, 07/13/2022 at 8:02 PM:* CRIMINAL DAMAGE TO PROPERTY: An employee called to report damage to a vehicle. She was unsure when it had happened but noted that there had been a fight in the parking lot of the bar the night before, near where she had been parked. This fight had gone unreported. The employee was going to work with management on video review to determine if the damage occurred in the parking lot. The officer's opinion of the damage noted that it did not appear to be consistent with a crash, but rather damage intentionally caused by a kick or similar action. The employee never called back for further reporting of the incident.
- (2) *Event #22098470, 07/24/2022 at 12:15 AM:* FIGHT: Officers responded to a report of a large fight in the parking lot. On arrival, it was learned that the altercation had been between two women, both of whom had left prior to officers' arrival. The bartender was spoken to, who said she had been notified by other patrons of the fight outside in the parking lot. She went outside to try to break it up but did not know what it was about or who was involved. She was fine with the actors having left.



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

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(3) Case #22006232, 07/24/2022 at 12:22 AM: TRAFFIC CRASH-PROPERTY
DAMAGE ONLY: Officers were already on scene for a reported fight, when one car
backed into another in the parking lot. A crash report was completed.

ALCOHOL BEVERAGE DEMERIT POINTS ASSESSED

- I have no new Demerit Point recommendations from this month. There was also no time-out removal of points. The current Demerit Point schedule remains the same from last month.
- See below synopsis and attached report.

Respectfully submitted,
Lt. Michael Felder

Benjamin Bliven
Chief

Matthew Barnes
Deputy Chief

Todd Baeten
Patrol Captain

Benjamin Graham
Detective Captain

Melinda Pauls
Administrative Captain



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ADDENDUM #1: SYNOPSIS OF CURRENT DEMERIT POINTS

Cop Shoppe Pub 25 Demerit Points
Underage Person on Premise

Christine's Bar 25 Demerit Points
Open After Hours

Jalapeno's 175 Demerit Points
Open After Hours (01/23/2022, 06/19/2022)
Allowing Underage on Premise (01/23/2022, 06/19/2022)
Serving Underage Person (01/23/2022, 06/19/2022)
Leaving with Open Container (06/19/2022)

M and R Bar 50 Demerit Points
Failure to Summon Police

Newch's Eatery 100 Demerit Points
Disorderly Conduct on Premises
Penalty Enhancer for severe offenses (Bodily Harm)

ALCOHOL BEVERAGE DEMERIT POINTS ASSESSED TO TAVERNS/STORES							
Establishment	Defendant/Relationship	Date of Violation	Ord. Section/Statute Number	Type of Violation	Point Value*		Case #
6th Street Pub					Total	0	
101 Pub					Total		
Aftershock Bar & Grill					Total	0	
Applebee's Restaurant					Total		
Buffalo Wild Wings					Total		
Bunker's					Total		
Cabaret					Total	0	
Callon Street Pub					Total	0	
Campus Pub					Total		
Cheers Bar					Total		
Christine's Bar	Pahoua Chee Yang/Bartender	4/24/2022	5.64.010/125.32(3)(a)	Open After Hours	Total	25	Event #22052223
						2	
Cop Shoppe Pub	Brian Klippel/Bartender	12/14/2021	5.64.010/125.07(3)	Underage Person on Premise	Total	25	Case #21011158
						2	
Crossroad's County Market					Total		
Cruisin 1724					Total		
Den Mar					Total	0	
Days' Bowl-a-Dome					Total		
Domino Bar					Total	0	
Eagle's Club					Total		
Glass Hat					Total		

Hiawatha					Total		
Hmong Eggroll Restaurant					total	0	
Hutch's Bar					Total		
Intermission Bar					Total		
Jalapeno's	Jose Pedro Pineda-Medellin/Owner	1/23/2022	5.64.010/125.07(3)	Open After Hours/Underage Person on Premise	25/25	Case #22000681	
	Brandon Lee Boehm/Bouncer	1/23/2022	5.64.010/125.07(4)(b)	Serve Underage Person/Underage Alcohol Consumption	25		
	Christopher James Stevens/Patron	1/23/2022	5.64.010/125.07(4)(b)	Underage Alcohol Consumption			
	Jose Pedro Pineda-Medellin/Owner	6/19/2022	5.64.010/125.07(3)	Open After Hours/Underage Person on Premise	25/25	Case #22005159	
				Serve Underage Person	25		
				Leaving with Open Container	25		
					total	175	
Jim's Corner Pub					Total		
Labor Temple					Total		
Limmerick's Public House					Total		
Loppnow's Bar					Total		
Lumpy's					Total		
Kohlman and Lee's IGA					Total		
Krist Food Mart #89					Total		
M & R Station	Rick Gordon/Owner	5/29/2022		Failure to Summon Police	50	Case #22004445	
					total	50	
Malarkey's Pub					total	0	
Milwaukee Burger Company					total	0	
Newchee's Eatery	Mai Yang Lor,Newchee Lor/Owner	3/20/2022	5.64.010	Disorderly Conduct on Premises w/ Bodily Harm	100	Case #22002411	
					Total	1	
North End Pub					Total		
Pick N' Save #6405					Total		
Pine Ridge Mobil							

	Total	C
Player's		
	Total	C
Pregame Pub		
	Total	C
R Store #31	Total	C
R Store #34	Total	
Red Eye Brewing Company	Total	
Showtime Gentlemen's Club	Total	
The Store #62	Total	
Thrive Foodery	Total	
Treu's Tic Toc	Total	
Tobacco Outlet Plus #501	Total	C
Trig's Wausau	Total	
VFW Burns Post 388	Total	C
Wausau BP	Total	
Walgreen's #13371	Total	C
Wausau Labor Temple	Total	C
Wausau Mine Company	Total	
Whiskey River Bar & Grill	Total	