



City of Appleton

100 North Appleton Street
Appleton, WI 54911-4799
www.appleton.org

Meeting Agenda - Final-revised Safety and Licensing Committee

Wednesday, June 14, 2023

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Pledge of Allegiance

3. Roll call of membership

4. Approval of minutes from previous meeting

[23-0684](#) Safety & Licensing Committee Minutes from 05/24/2023

Attachments: [S&L Minutes 05-24-23.pdf](#)

5. **Public Hearing/Apearances**

6. **Action Items**

[23-0613](#) Class "B" Beer License application for Core's Lounge LLC d/b/a Core's Lounge, Kor Xiong, Agent, located at 1350 W College Ave Suite D, contingent upon approval from the Community Development, Inspections and Police departments.

Attachments: [Core's Lounge.pdf](#)

[23-0651](#) Shared Equipment Agreement

Attachments: [Equipment Sharing Agreement.pdf](#)

[23-0652](#) Request Approval of the Agreement Between the City of Appleton and Wisconsin Emergency Management for Hazardous Materials Response for Northeast Wisconsin

Attachments: [North East Wisconsin Hazmat Response System Services Agreement 23-25.pdf](#)

[23-0650](#) Class "B" Beer and "Class C" Wine application for Wild River Cafe LLC d/b/a Wild River Cafe, Randall Stadtmueller, Agent, located at 425 W Water St Suite 100, contingent upon approval from the Community Development, Finance, Health and Inspections departments.

Attachments: [Wild River Cafe.pdf](#)

[23-0616](#) Class "B" Beer License application for United Sports Association for Youth d/b/a USA Sports Complex, Eric Gebhard, Agent, located at 3300 E Evergreen Dr, contingent upon approval from the Community Development and Inspections departments.

Attachments: [USA Sports Complex.pdf](#)

[23-0620](#) Additional 2023-2024 Alcohol License Renewal applications, contingent upon approval from all departments by 12:00 p.m. on June 30, 2023.

Attachments: [2023-24 Alcohol License Renewals-3rd set.pdf](#)

[23-0473](#) Temporary Class "B" Beer and Reserve "Class B" Liquor License Premise Amendment application for Trout Museum of Art, Christina Turner, Agent, to include Houdini Plaza, on August 25, 2023, contingent upon approval from the Community Development, Fire, Health and Inspections departments.

Attachments: [Trout Museum.pdf](#)

[23-0610](#) Cigarette and Tobacco Products Retail License application for Appleton Liquor LLC, Heidi Guta, Applicant, located at 2727 N Meade St.

Attachments: [Appleton Liquor S&L.pdf](#)

[23-0637](#) 2023-2024 Cigarette and Tobacco Products Renewal application for Andrew Thornell d/b/a Marleys Smoke Shop, located at 530 W College Avenue.

Attachments: [Marleys Smoke Shop S&L.pdf](#)

[23-0611](#) Pet Store License Renewal application for Petco Animal Supplies Stores, Inc. d/b/a Petco #1656, located at 3829 E Calumet St, contingent upon approval from the Inspections department.

Attachments: [Petco #1656 S&L.pdf](#)

[23-0612](#) Salvage Dealer's License Renewal application for Golper Supply Co, David Golper, Applicant, located at 1810 W Edgewood Dr, Grand Chute WI 54913, contingent upon approval from the Inspections department.

Attachments: [Golper Supply Co S&L.pdf](#)

[23-0617](#) Salvage Dealer License renewal application for Mach IV Motors LLC, Kara Tullberg, Applicant, located at 600 E Hancock St.

Attachments: [Mach IV Motors S&L.pdf](#)

7. Information Items

[23-0653](#)

Special Events:

African Heritage Inc, Juneteenth Celebration, Jones Park June 10th - 11th 2023

Lawrence University Commencement Ceremony, Main Hall Green, June 11th 2023

ADI with Heid Music, Street Music Week/Make Music Day, College Ave between Richmond and Durkee, June 12th - June 20th 2023

[23-0619](#)

Director's Report

1. City Clerk
2. Police Chief
3. Fire Chief

8. Adjournment

Notice is hereby given that a quorum of the Common Council may be present during this meeting, although no Council action will be taken.

Reasonable Accommodations for Persons with Disabilities will be made upon Request and if Feasible.

**We are currently experiencing intermittent issues/outages with our audio/video equipment. Meeting live streams and recordings are operational but unreliable at times. This is due to delays in receiving necessary system hardware components. We continue to look for solutions in the interim and we hope to have these issues resolved soon.*



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Meeting Minutes - Final Safety and Licensing Committee

Wednesday, May 24, 2023

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

Vice Chair Schultz called the meeting to order at 5:30 p.m.

2. Pledge of Allegiance

3. Roll call of membership

Present: 4 - Schultz, Siebers, Van Zeeland and Wolff

Excused: 1 - Croatt

4. Approval of minutes from previous meeting

[23-0570](#)

Safety & Licensing Committee Minutes from 05/10/2023

Attachments: [S&L Minutes 5-10-23.pdf](#)

Siebers moved, seconded by Van Zeeland, that the Minutes be approved. Roll Call. Motion carried by the following vote:

Aye: 4 - Schultz, Siebers, Van Zeeland and Wolff

Excused: 1 - Croatt

5. **Public Hearing/Appealances**

6. **Action Items**

[23-0596](#)

Special Event Application Denial Appeals - Smoshfest

Attachments: [Smosh Fest Denial Recommendation Letter 05.18.23.pdf](#)
[Smosh Fest Application.pdf](#)

William Shalom Dorman, 620 W. Prospect Ave addressed the Committee.

Van Zeeland moved, seconded by Siebers, that the Special Event Denial Appeal be recommended for denial. Roll Call. Motion carried by the following vote:

Aye: 4 - Schultz, Siebers, Van Zeeland and Wolff

Excused: 1 - Croatt

Balance of the action items on the agenda.

**Van Zeeland moved, Wolff seconded, to approve the balance of the agenda.
The motion carried by the following vote:**

Aye: 4 - Schultz, Siebers, Van Zeeland and Wolff

Excused: 1 - Croatt

[23-0441](#)

Class "A" Beer and "Class A" Liquor License application for Ivory Rose Bridal Boutique Inc, d/b/a/ Ivory Rose Bridal Boutique, Marissa Knuth, Agent, located at 103 E College Ave Ste 103, contingent upon approval from the Finance, Health and Inspections departments.

Attachments: [Ivory Rose Bridal Boutique.pdf](#)

This Report Action Item was recommended for approval.

[23-0565](#)

Additional 2023-2024 Alcohol License Renewal applications, contingent upon approval from all departments by 12:00 p.m. on June 30, 2023.

Attachments: [2023-24 Alcohol License Renewals-2nd set.pdf](#)

This Report Action Item was recommended for approval.

[23-0549](#)

Class "B" Beer and "Class B" Liquor Temporary Premise Amendment application for S C Carrow Corp d/b/a Rookies Sports Bar & Grill, Steven Carrow, Agent, located at 325 N. Appleton St, on August 3-5, 2023, for Mile of Music, contingent upon approval from the Community Development, Health and Inspections departments.

Attachments: [Rookies Sports Bar S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0519](#)

Class "B" Beer and "Class B" Liquor License Change of Agent application for RH Events LLC d/b/a Poplar Hall, Nicole Burleson, New Agent, located at 141 S Riverheath Way.

Attachments: [Nicole Burleson S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0538](#)

Temporary Class "B" Beer License application for Fox Cities Chamber of Commerce, Thomas Lehr, Person in Charge, located along College Ave on September 30, 2023 for Oktoberfest, contingent upon approval from the Inspections department.

Attachments: [Oktoberfest S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0539](#) Temporary Class "B" Beer and "Class B" Wine License application for Fox Valley Vietnam Veterans Assoc, David Willems, Person in Charge, located at 401 E College Ave, Lawrence University Main Stage, on August 3-6, 2023 for Mile of Music, contingent upon approval from the Inspections department.

Attachments: [MoM-LU Main Stage S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0540](#) Temporary Class "B" Beer and "Class B" Wine License application for Fox Valley Vietnam Veterans Assoc, David Willems, Person in Charge, located at Houdini Plaza, on August 3-6, 2023 for Mile of Music, contingent upon approval from the Inspections department.

Attachments: [MoM-Houdini Plaza S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0520](#) Temporary Class "B" Beer License application for Heart of the Valley Lions Club, Beth Sewall, Person in Charge, located at Jones Park, on June 3, 2023, for Sol Dance 2023, contingent upon approval from the Health and Inspections departments.

Attachments: [Sol Dance 2023 S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0521](#) Temporary Class "B" Beer License application for Heart of the Valley Lions Club, Beth Sewall, Person in Charge, located at Jones Park, on July 8, 2023, for Sky Dance 2023, contingent upon approval from the Health and Inspections departments.

Attachments: [Sky Dance 2023 S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0522](#) Pet Store License Renewal application for Fish Cave LLC, Ton Vang, Applicant, located at 2110 S Memorial Dr, contingent upon approval from the Inspections department.

Attachments: [Fish Cave S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0541](#) Pet Store License Renewal application for HSA Corporation d/b/a Pet Supplies Plus, Angela DeHaan, Applicant, located at 702 W Northland Ave, contingent upon approval from the Inspections department.

Attachments: [Pet Supplies Plus S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0548](#) Pet Store License Renewal application for Just Pets, Craig Weborg, Applicant, located at 2009 N Richmond St, contingent upon approval from the Fire and Inspections departments.

Attachments: [Just Pets S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0606](#) 2023-2024 Mechanical Amusement Device License renewals, contingent upon approval from all departments by 12:00 p.m. on June 30, 2023.

Attachments: [Amusement Device renewals 2023-24.pdf](#)

This Report Action Item was recommended for approval.

[23-0598](#) Additional 2023-2024 Cigarette and Tobacco Products License Renewals

Attachments: [2023-2024 Additional Cigarette Renewals.pdf](#)

This Report Action Item was recommended for approval.

7. Information Items

[23-0602](#) Police Department information on alcohol law violation convictions: Sushi Lover, No Licensed Operator on Premises - 40 point violation
Establishment Total Points: 120

This Police Department information on alcohol law violation convictions was presented.

[23-0575](#) Police Department Salary Administration Policy 2023

Attachments: [Salary Administration Policy 2023 S&B.docx](#)

The Salary Administration Policy for 2023 was presented.

[23-0573](#) Special Events:
ADI, Heid Music Summer Concert Series, Jones Park, Thursdays June 1st - August 31st 2023
WIJAM, SOL Dance, Jones Park, June 3rd 2023
The Mission Church, Picnic in the Park, Pierce Park, June 9th, June 11th 2023
ADI, Downtown Creates Series, College Avenue Amenity Strip, June 16th, July 21st, August 18th 2023

[23-0571](#)

Directors Report

1. City Clerk
2. Fire Chief
 - Recruit School
 - Swift Water Rescue Training
3. Police Chief

8. Adjournment

Wolff moved, seconded by Siebers, that the meeting be adjourned at 5:59 p.m.

Roll Call. Motion carried by the following vote:

Aye: 4 - Schultz, Siebers, Van Zeeland and Wolff

Excused: 1 - Croatt

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2023 ending: 06/30/2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } Appleton
 Village of }
 City of }

County of Outagamie Aldermanic Dist. No. _____
 (if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number REDACTED	
FEIN Number REDACTED	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 60.7
TOTAL FEE	\$ 160.7

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Core's Lounge LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
<u>Xiong</u>	<u>Kor</u>		<u>2618 N. 27th St Sheboygan WI 53083</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Core's Lounge Business Phone Number _____

2. Address of Premises 1350 W. College Ave Suite D Appleton WI 54914 Post Office & Zip Code 54914

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
Drinks will be serve at tables.
All beverages will be stored in the 2 door fridge which will be in the back storage.

4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? Core's Lounge

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <i>Xiong Kor</i>	Title/Member <i>Owner</i>	Date <i>05/24/23</i>
Signature <i>Xiong Kor</i>	Phone Number REDACTED	Email Address REDACTED

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 05/24/2023	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of Appleton Alcohol License Questionnaire

1. Name of Applicant: Kor

2. Name of Business: Cow's Lounge

(Check Applicable Box(s) to identify primary business activity)

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) _____

3. Address of Business: 1350 W. College Ave. Suite D

Appleton, WI 54914

4. Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation? Yes _____ No X

AND/OR been convicted of a felony? Yes _____ No X

If yes to either question, please explain in detail below:

5. List all partners, shareholders or investors of your business. Include full name, middle initial and date of birth. Please use additional sheets if necessary.

First name	M.I.	Last name	Date of Birth
<u>Kor</u>		<u>Xiang</u>	<u>REDACTED</u>
_____	_____	_____	____/____/____
_____	_____	_____	____/____/____
_____	_____	_____	____/____/____
_____	_____	_____	____/____/____

6. Name of person/corporation you are buying the premise and equipment from?

Name: _____
 First name Middle Initial Last name

Address: _____
 City State ZIP

7. What was the previous name and primary nature of the business operating at this location?

Name: Coris Lounge

(Check Applicable Box(s) to identify primary business activity)

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) _____

8. Was this premise licensed for alcohol sales/consumption during the past license year?

Yes X If yes, please contact the Community and Economic Development Department at 832-6468 about obtaining a copy of an existing Special Use Permit and related requirements that may run with property.

No _____ If no, please contact the Community and Economic Development Department at 832-6468 about obtaining a Special Use Permit. A Special Use Permit may be required for your business activity prior to the issuance of a Liquor License, pursuant to the City of Appleton Zoning Ordinance.

9. If alcohol sales were a previous use in this building, when did the operation cease?

12 months ago.

10. Seating capacity: Inside 50-60 Outside NONE

11. Operating hours (Inside the building): Monday - Sunday 10AM - 2AM
Operating hours (Outdoor seating areas): _____

12. Employees/Staff

Number of floor personnel 2 Number of door checkers _____

13. In general, state the size and operational details of the proposed establishment:

a. Gross floor building area of the premises to be licensed: 2400 square feet.

b. Gross outdoor seating areas of the premises to be licensed: _____ square feet.

c. Below, identify the operational details of the proposed establishment:

Restaurant serving food and beer.

[Signature]
Signature

05/24/23
Date

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of APPLETON County of Coutagamie
 City

The undersigned duly authorized officer/member/manager of Coe's Lounge LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Coe's Lounge
(Trade Name)

located at 1350 W. College Ave Suite D

appoints Kor Xiong
(Name of Appointed Agent)

2618 N. 27th St. Sheboygan, WI 53083
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 30 yrs.

Place of residence last year 2618 N. 27th St. Sheboygan WI 53083

For: Coe's Lounge LLC
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Kor Xiong, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 05/24/23 Agent's age REDACTED
(Signature of Agent) (Date)

2618 N. 27th St. Sheboygan WI 53083 Date of birth REDACTED
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

EQUIPMENT SHARING AGREEMENT BETWEEN AREA FIRE DEPARTMENTS

Pursuant to Wis. Stat. §§ 66.0301 and 66.03125, this Intergovernmental Cooperation Agreement (“Agreement”) is entered into by the respective parties, each a Wisconsin municipal corporation acting by and through its fire department, each with proper authorization to execute this Agreement (herein referred to collectively as “the Parties” or “the Departments” or singularly as “Party” or “Department”) for the sharing of fire and emergency medical services apparatus and equipment. Participating agencies should create a list of equipment eligible for sharing.

The Parties are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin with the power to carry on their business as it is now being conducted under the Constitution, the statutes of the State of Wisconsin, and their respective Municipal Codes. The Parties are interested in occasionally sharing equipment to ensure efficient and effective operations. The Parties desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

PURPOSE

The purpose of this Agreement is to create a system for the occasional and temporary sharing of motor vehicles, equipment, tools and machinery (collectively referred to in this agreement as “Equipment”) between the Parties for efficiency and effectiveness of operations. The Parties agree to make available to each other vehicles, equipment, tools, machinery, and related items in the manner and pursuant to the terms and conditions provided in this agreement. A Party supplying Equipment shall be designated the “Provider.” A Party receiving Equipment shall be designated the “Borrower.”

TERM

The term of this Agreement shall be from August 1, 2023 through December 31, 2024. This Agreement shall be in full force and in effect with the passage and approval of an authorizing ordinance or resolution by all participating member municipalities, in the manner provided by law, and upon the signing of this agreement by the authorized representative(s) of the municipality, as applicable.

EQUIPMENT USAGE

a. Availability of Equipment:

Each Department shall make a list of available equipment, which lists shall collectively be attachment "A" to this Agreement.

Requests shall be responded to promptly. Each party, at their discretion, may deny a request for Equipment. Generally, parties agree to make reasonable effort to provide requested equipment unless it places a burden on the Provider, or if resources are inadequate, unavailable, or already in use.

The Provider may request the immediate return of equipment from the Borrower to prevent inadequate resources being available for the provision of emergency services to the Provider's community. Upon a request for immediate return under this paragraph, the Borrower shall work with the Provider to return the equipment as soon as possible.

The Provider may request the return of equipment by a future date. Upon request Borrower shall return equipment on the date requested or if no date is specified as soon as practicable and without unreasonable delay.

b. Contact Person.

Each Party agrees to appoint a person or persons to act as liaison(s) for each request and inspection and to otherwise facilitate the orderly and efficient distribution of equipment-sharing requests and related information. Contacts by agency are as indicated on attachment "B" to this Agreement.

c. Fees for Equipment.

Provider shall not charge Borrower for use of equipment unless Provider and Borrower mutually agree in advance or reimbursement is available from a third party, in which case fees shall be charged according to Provider's current fee schedule or the FEMA rate for the specific equipment or reasonably comparable equipment if Provider has not established a separate fee schedule.

d. Delivery/Pickup.

Borrower shall contact Provider as well in advance as reasonably possible of the need for equipment and Borrower and Provider shall mutually agree upon a time and location for pick-up and delivery of Equipment.

Borrower shall be responsible for picking up and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree to other arrangements.

Equipment may generally be picked up and returned between standard business hours. However, it is understood that when dealing with the necessity of emergency equipment, requests may occur at hours outside of standard business hours.

e. Condition of Equipment.

Provider shall ensure that any Equipment being shared has been or is serviced consistent with recognized industry standards prior to Borrower's pick-up.

NO WARRANTY --Provider is neither a manufacturer nor supplier of the Equipment and therefore makes no warranties, express or implied, including, without limitation, the condition of the equipment, its design, capacity, performance, construction, workmanship, or fitness for any particular use. All Equipment is shared on an "as-is" basis. Provider shall not be responsible or liable to Borrower for any loss, delay, or damage of any kind resulting from defects in or accidental breakage of Equipment shared under this agreement.

f. Inventory and Inspections.

Providers sharing Equipment under this agreement certify that the Equipment is in good repair and ready for the intended use. Equipment shared under this Agreement shall be inventoried and inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again when returned and shall be documented on an inventory and inspection form, attachment "C" to this Agreement. The inspections shall include an examination of the tires on the Equipment, which the Parties must agree are in good working condition at the time Borrower picks up the Equipment, and which must have adequate tread depth and inflation pressure to ensure safe and legal operation. The parties shall assure that digital photographs of the equipment are taken at the time of pickup and shared with each party to ensure that any existing damage is documented appropriately.

g. Operations and Safety Manuals.

At the request of the Borrower the Provider shall make a copy of Equipment operation and safety manuals available to Borrower at the time of Equipment pickup.

h. Short-Term Sharing:

The Parties agree to permit Equipment to be used pursuant to this agreement for a time period not to exceed thirty (30) days. Equipment usage that exceeds that timeframe will be reassessed by the parties and requires execution of an additional agreement between the parties.

i. Operator Qualifications.

The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record. All equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. Borrower shall make available to Provider upon request proof of training, licensing, and qualifications of operator(s).

j. Usage Requirements.

Equipment shared under this Agreement shall be used by Borrower's employees only to conduct official business. Borrowers shall use and operate Equipment only for its intended purpose, in a careful manner and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower's employees to use Equipment shared under this Agreement.

k. Borrower Responsible for Charges and Fees.

Borrower is responsible for securing any permits required prior to use of Equipment and is responsible for any forfeitures, fines or other penalties or liens that might be incurred arising from or in connection with Borrower's use, and shall hold the Provider harmless from and against any and all fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with Borrower's use of shared Equipment.

l. Fuel and Operating Fluids.

Borrower shall be responsible for supplying all fuel and other operating fluids used during the period it borrows the Equipment. Provider shall ensure that the fuel tank(s) and other fluid reservoirs are full when Borrower picks up the Equipment, and Borrower shall ensure that the fuel tank(s) and other fluid reservoirs are full when it returns the Equipment to Provider.

m. Maintenance and Repair of Equipment / Responsibility for Damage.

Borrower shall be responsible for performing all required maintenance during the share period, such as fluid level checks and daily pre-trip inspections.

Borrower shall be responsible for the following items during the share period:

1. Tire repair and replacement of any damaged tires that cannot be safely repaired;
2. Replacement of any damaged or worn-out tools such as cutting edges and bits;
3. Replacement of any windows or windshields that are cracked or damaged;
4. Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period, including but not limited to replacement of defective lighting or mirrors, adjustment of hinges or latches, adding fluids to correct

levels, and adding air to tires. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments as described above, Borrower is to promptly notify Provider of specific issue prior to utilizing Equipment.

Any repairs or replacements made by Borrower pursuant to the requirements of this agreement shall be performed by qualified personnel; specifically, persons or contractors employed by Borrower to maintain and repair Borrower's own fleet equipment.

Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period.

Notwithstanding anything contained herein to the contrary, Provider shall be responsible for the repair or replacement of Equipment when:

1. Equipment fails during its normal operation due to no fault of the Borrower, and
2. Equipment, is being used as intended by the manufacturer, and
3. Equipment has received all manufacturer required maintenance during its use by the Borrower.

Borrower shall reimburse Provider for the cost of repair or replacement of Equipment when:

1. Operating Equipment outside of its normal operation, and/ or
2. Operating Equipment in a manner not intended by the manufacturer, and/ or
3. Operating Equipment without performing required maintenance, and/or
4. The cost of repairing Equipment damage is due to accidents caused by equipment defects or malfunction.
5. When Borrower is otherwise at fault resulting in the need for the repair or replacement.

Borrower shall be responsible for the cost of repairing all damage to equipment incurred during the share period that is not considered to be normal wear and tear necessitated by misuse or negligent operation.

In cases of equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. Provider shall submit an invoice to Borrower, for actual cash value for any Equipment determined to be a total loss.

In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower may seek reimbursement from the third party's insurance carrier and Provider shall cooperate with Borrower as necessary to provide any necessary documentation related to such claim.

INSURANCE

During the term of this agreement, each Party will keep in force, at its own expense, liability, property insurance and comprehensive in such amount as is determined by their respective municipality. Information as to insurance coverage shall be provided to other parties as necessary and upon request.

EMPLOYMENT STATUS & LIABILITY

Nothing in this Agreement shall alter the employment status of any employee providing services under this Agreement. Employees shall at all times continue to be subject to all standards of performance, disciplinary rules, and other terms and conditions imposed by their employer. No Party shall be responsible for the direct payment of any salaries, wages, compensation, or benefits of any employee of another Party to this Agreement. Any employee of any Party, while providing services under this Agreement, shall be covered by that Party for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 of the Wisconsin Statutes, and any civil liability.

For the purposes of third-party claims or lawsuits, each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement.

Each party hereto agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. Subject to any limitations contained in Sec. 893.80 and any similar statute, of the Wisconsin Statutes, each party further agrees to hold all other parties to this Agreement harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omission of any of the officers, employees or agents of the indemnifying party while acting within the scope of their employment.

The parties hereto intend by this indemnification, that each party will be responsible for the acts and omissions of its own officers, employees, agents, contractors, subcontractor and invitees to the extent not caused by, aggravated by, or enhanced by any other party's officers, employees, agents, contractors, subcontractor and invitees.

Further, it is the intention of the parties to this Agreement that each party shall be entitled to rely upon the municipal limitations and immunities available under Wisconsin law, including but not limited to section 345.05, 893.80 and 893.83 of the Wisconsin Statutes and that such damage limits, caps and immunities shall be used to govern all disputes, contractual or otherwise, as they apply to the parties, their agents, officers and employees.

No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment, services, or labor under this Agreement.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

TERMINATION

Any Party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice to all other Parties. In the event of such termination, all Equipment shall be returned to Provider(s) and the provisions of this Agreement pertaining to responsibility for fees and charges, repair and replacement of equipment, no warranty, and liability and insurance shall remain applicable for any incidents, suits, claims or potential claims relating to this agreement.

ENTIRE AGREEMENT & AMENDMENT

This Agreement represents a complete understanding of the Parties with respect to its subject matter and may not be amended except in writing. The Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one and the same document.

SIGNATURES

The Municipality/Department signatory certifies that this Equipment Sharing Agreement has been approved by the Municipality and that the signatory is authorized to sign on behalf of the Municipality/Department so that this Agreement is binding upon the Municipality/Department.

[Signatures will be on separate pages]

Attachment A – Departmental Lists of Equipment

- Fire Apparatus
- Ambulances
- Specialized Vehicles
- Special Operations Equipment (Technical Rescue, Hazardous Materials, Dive Rescue)
- Durable Medical Goods (Heart Monitors, Suction Units, Mechanical Chest Compression Units)
- Self-Contained Breathing Apparatus (SCBA's) or other Respiratory Protection Components
- Training Props, Simulators, Manikins, and associated equipment
- Communications Equipment and Components
- Vehicle Extrication Equipment
- Testing and Calibration Equipment
- Other miscellaneous equipment to be mutually agreed upon

Attachment B – Department Liaisons

*Jeremy Hansen
Fire Chief
Appleton Fire Department
700 North Drew St.
Appleton, WI 54911*

*Erick Gerritsen
Fire Chief
Fond du Lac Fire Rescue
815 S. Main St.
Fond du Lac, WI 54935*

*Todd Sweeney
Fire Chief
Fox Crossing Fire Department
1326 Cold Spring Road
Neenah, WI 54956*

*Steve Denzien
Fire Chief
Grand Chute Fire Department
2250 Grand Chute Blvd.
Grand Chute, WI 54913*

*Matthew Knott
Fire Chief
Green Bay Metro Fire Department
501 S. Washington St
Green Bay, WI 54301*

*Jake Carrel
Fire Chief
Kaukauna Fire Department
201 Reaume Ave
Kaukauna, WI 54130*

*Kevin Kloehn
Fire Chief
Neenah-Menasha Fire Rescue
125 Columbian Ave.
Neenah, WI 54956*

*Mike Stanley
Fire Chief
Oshkosh Fire Department
101 Court St.
Oshkosh, WI 54901*

Attachment C – Inventory and Inspection Form

Attachment C – Inventory and Inspection Form

Description of Item(s): _____

General Safety Condition: Excellent: Good: Fair: Poor:

Note: _____

Problem or Repairs Needed:

Note: _____

Other:

Note: _____

Pictures of Equipment Taken: Yes: No: NA:

Inventory Completed: Yes: No: NA:

Inspector Name: _____

Inspector Dept: _____

Receivers Name: _____

Receiver's Dept: _____

Anticipated Return Date: _____

Today's Date: _____



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

JULY 1, 2023, THROUGH JUNE 30, 2025

Between

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

And

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

NORTHEAST WISCONSIN HAZARDOUS MATERIALS TASKFORCE



CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

1.0 General Contract Information

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

1.2 Recitals:

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

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

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

1.3 **Contract Term:** This Agreement runs for two years, commencing July 1, 2023, and ending on June 30, 2025.

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

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

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

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

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

State means the State of Wisconsin.

Department means the State of Wisconsin Department of Military Affairs.

Division means the Division of Emergency Management.

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

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

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

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

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

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

Type II Hazardous Materials Team includes all Type III Level A release response capabilities plus the analysis of unknown substances and the capability to make entry to an unknown substance response with the proper number of personnel.

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

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

3.0 Statement of Work

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

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

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

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

3.2 Performance Conditions: Contractor acknowledges that prior to undertaking any emergency response activity under this Agreement, Contractor shall receive written

approval from the Division to proceed with response activities. A Contractor that has previously been providing services under a regional hazardous materials response system agreement with the Division is considered to have received written approval to proceed with response activities. Division approval shall be conditioned upon the Contractor demonstrating to the Division that its employees, equipment and vehicles meet or exceed applicable regulatory requirements.

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

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

- 3.7 **Right of Refusal:** If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Contractor because Contractor's resources are otherwise inadequate or unavailable and mutual aid is unavailable for a hazardous materials response within the State, then, if notice has been provided

to the Division, the Contractor may decline a request for hazardous material response system services.

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

State) on the Division's secure ImageTrend Elite website, <https://wisconsinfire.imagetrendelite.com/elite/organizationwisconsinfire/> or equivalent. The Hazardous Materials Incident Report shall be completed and submitted no later than five (5) business days after the end of the incident. Failure to submit timely Hazardous Materials Incident Reports may result in the withholding of quarterly payments under this Agreement until the report is submitted.

- 3.13 **Wisconsin Hazardous Material Response System Member Rosters:** Under Subsection 5.11, members of the Wisconsin Hazardous Materials Response System are considered state employees for worker's compensation purposes. It is paramount that the Division has a current listing of all members in order to ensure coverage. Contractor shall provide the Division, on a quarterly basis, with a current listing of its members on an electronic spreadsheet developed by the Division. Failure to submit timely member rosters may result in the withholding of quarterly payments under this Agreement.

4.0 Advisory Committee

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

5.0 Contractor Annual Allocation, Reimbursement, and Grants

There are two types of Contractor funding under this Agreement: (1) Annual Allocation based on the Type I, Type II or Type III Level A release capabilities provided by Contractor and (2) Team Response Costs. Each of these is discussed below.

- 5.1 **Annual Allocation and Quarterly Payments:** As provided under Wis. Stat. §323.70(2) of the Wisconsin Statutes, Contractor will be subsidized annually, commencing 7/1/2023 and for State Fiscal Years 2022/2023 through 2023/2024, under this Agreement for its approved annual allocation as described in "Exhibit B",

attached, and incorporated by reference. The payments shall be made to Contractor on a quarterly basis, with the first payment to be made at the end of the first quarter, if all required quarterly reports have been submitted for the quarter at issue and if the Agreement has not been terminated or canceled with respect to the Contractor. If the Agreement has been terminated or canceled with respect to the Contractor prior to the end of the Agreement, payment of annual allocations will be made pursuant to Section 8.8. Funding amounts will be based by Type I, Type II, and Type III Hazardous Materials Team designation. The Annual Allocation is intended to cover direct and indirect costs necessary to ensure the proper number of trained personnel per shift depending on the type of response, a stipend per response system member as well as baseline, maintenance, and exit physicals for each response system member. Quarterly Annual Allocation payments to Contractor shall be made from the appropriation account under Wis. Stat. § 20.465(3)(dd) of the Wisconsin Statutes.

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

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

5.2 **Northeast Wisconsin Hazardous Materials Taskforce Response Costs and Reimbursement:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 5.6 **Minimum Appropriation:** The Division has requested in its State Fiscal Years 2023-2025 budget a sum to cover the annual allocation for those fiscal years as described in "Exhibit B" to this Agreement. If at least that amount is appropriated, then that amount shall be the minimum amount payable annually to response teams, with any additional amounts that might be appropriated payable pro rata to the response teams as part of the annual allocation. The minimum contract annual allocation does not, however, include Contractor's response costs as specified in Subsection 5.2 of this Agreement.
- 5.7 **Full Payment and Release:** The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of its response costs.
- 5.8 **Approval:** Contractor, when acting under this Agreement, may not participate in an emergency response to a Level A release without following the Division-approved "Call Out Procedure." Contractor agrees to make reasonable and good faith efforts to minimize costs.
- 5.9 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution to any retirement benefit or other benefit offered by Contractor or the State. Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.
- 5.10 **Worker's Compensation:** A member of the Northeast Wisconsin Hazardous Materials Taskforce who is acting under the scope of this Agreement is an employee of the State for purposes of worker's compensation under §323.70(5) of the Wisconsin Statutes. For all other purposes, the member remains Contractor's employee.
- 5.11 **Payment of Contractor's Obligations:** Contractor agrees to make payment promptly, as just, due, and payable to all persons furnishing services, equipment or supplies to Contractor. If Contractor fails, neglects, or refuses to pay any such claims as they become due and for which the Division may be held liable, the proper officer(s) representing the Division, after ascertaining that the claims are just, due and payable, may, but shall not be required to, pay the claim and charge the amount of the payment against funds due Contractor under this Agreement. The payment of claims in this manner shall not relieve Contractor of any duty with respect to any unpaid claims.

- 5.12 **Dual Payment:** Contractor shall not be compensated for work performed under this Agreement by any state agency or person(s) responsible for causing a hazardous materials emergency except as approved and authorized under this Agreement.
- 5.13 **Taskforce Members:** Members of the Northeast Wisconsin Hazardous Materials Taskforce are firefighters and therefore are considered protective occupation employees.

6.0 Liability and Indemnity

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

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

7.0 Insurance Provisions

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

If Contractor is self-insured or uninsured, a Certificate of Protection in Lieu of an Insurance Policy shall be submitted to the Division certifying that Contractor is

protected by a Self-Funded Liability and Property Program or alternative funding source(s), attached hereto as "Exhibit D".

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

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

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

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

8.0 **Standard Contract Terms, Conditions and Requirements**

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

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

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

interests of the State.

- 8.2 **Dual Employment:** Section 16.417 of the Wisconsin Statutes prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$12,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 8.3 **Employment:** Contractor will not engage the service of any person or persons now employed by the State, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department of Military Affairs and the Division.
- 8.4 **Conflict of interest:** Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 8.5 **Recordkeeping and Record Retention:** The Contractor shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Contractor. The Contractor shall retain all documents applicable to the Agreement for a period of not less than six (6) years after the final payment is made or longer where required by law.
- 8.6 **Taskforce Member Removal:** If an individual Northeast Hazardous Materials Taskforce member is substantiated to have been negligent or unresponsive with respect to the requirements under this Agreement, the Division, after consultation with Contractor and Contractor's Fire Commission/Board, may recommend the removal of this member from the Taskforce. A request by the Division to dismiss a Taskforce member shall not constitute an order to discipline or discharge the employee. All actions taken by the Contractor and/or fire department management with regard to employee discipline shall be at the sole discretion of the Contractor and/or fire department management.
- 8.7 **Hold Harmless:** Contractor will indemnify, defend against, and hold harmless the Division of Emergency Management, the Department of Military Affairs, and the State of Wisconsin for any claims arising from any disputes any Local Agency may have with its employees. This shall include, but not be limited to, charges of discrimination, harassment, and discharge without just cause.

8.8 Termination of Agreement:

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

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

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

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

- 8.9 **Cancellation:** The continuation of payments under this Agreement beyond the limits of the funds already available is contingent upon the future availability of funds to support such payments. The State of Wisconsin reserves the right to immediately cancel any contract in whole or in part without penalty due to non-appropriation of funds. Upon cancellation, response costs and expenses incurred up to that date will be reimbursed to the extent of recovery from the Responsible Party and any appropriated amounts available and a prorated amount of annual allocations will be made to the extent funds have been appropriated.

8.10 **Prime Contractor and Minority Business Subcontractors:** In the event Contractor subcontracts for supplies and/or services, any subcontractor must abide by all terms and conditions of the Agreement. The Contractor shall be responsible for performance of services authorized by this Agreement whether or not subcontractors are used.

Contractor is encouraged to purchase services and supplies when/if applicable from minority businesses certified by the Wisconsin Department of Development, Bureau of Minority Business Development.

8.11 **Executed Contract to Constitute Entire Agreement:** The written Agreement with referenced Exhibits and attachments shall constitute the entire agreement of the parties regarding the subject matter of the Agreement and supersedes all prior discussions, negotiations, and agreements, written or oral, with respect to the subject matter of this Agreement.

8.12 **News Releases:** News releases pertaining to the negotiation of this Agreement shall not be made without the prior approval of the Division.

8.13 **Applicable Law:** This Agreement shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, rules and regulations and ordinances which are in effect during the period of this Agreement, and which may in any manner affect performance of obligations under this Agreement.

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

8.15 **Successors in Interest:** The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and assigns.

8.16 **Notifications:** Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

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

Copies of such written reports shall also be sent to:

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

- 8.17 **Severability:** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 8.18 **Amendments:** The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Contractor and approval, by passive review or otherwise, of the Wisconsin Joint Committee on Finance. In the event additional funding is provided for the four taskforces (Northwest, Northeast, Southwest and Southeast) as a group, the provisions in this Agreement and the agreements establishing the three other taskforces regarding payment to contractors shall be modified by written agreement of the parties to reflect the additional funding consistent with any legislative directive.
- 8.19 **Approval Authority:** Contractor's representatives certify by their signature below that they have the necessary and lawful authority to enter into contracts and agreements on behalf of the Contractor.
- 8.20 **Insufficient Funds:** The obligation of the Contractor under this Agreement is contingent upon the availability and allotment of funds by the Division to Contractor and Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.
- 8.21 **No Waiver:** No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, under this Agreement, on the part of the Division, State, or Contractor, shall operate as a waiver of it, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of it or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, State, or Contractor, in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

- 8.22 **Construction of Agreement:** This Agreement is intended to be solely between the parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.
- 8.23 **Disparity:** In the event of a discrepancy, difference or disparity in the terms, conditions or language contained in the Agreement, on the one hand, and its Exhibits on the other, it is agreed between the parties that the language in Exhibit A to this Agreement, shall control.
- 8.24 **Amendment to Comply with Law.** If any laws are enacted that affect the subject matter of this Agreement, the Parties agree to amend this Agreement to reflect the substance of such laws as soon as practicable. Such amendment must first be submitted to the Joint Finance Committee for passive or actual approval prior to being fully executed.
- 8.25 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but all of which together shall constitute one and the same instrument.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ____ day of _____, 2023.

Greg Engle, Division Administrator

On Behalf of the City of Appleton
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Jacob A. Woodford
Title: Mayor
Address: 100 North Appleton Street
City/State: Appleton, WI Zip: 54911

On Behalf of the City of Appleton

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Kami Lynch
Title: City Clerk
Address: 100 North Appleton Street
City/State: Appleton, WI Zip: 54911

On Behalf of the City of Appleton

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Jeri A. Ohman
Title: Finance Director
Address: 100 North Appleton Street
City/State: Appleton, WI Zip: 54911

Approved as to form:

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Christopher R. Behrens
Title: City Attorney
Address: 100 North Appleton Street
City/State: Appleton, WI Zip: 54911

On Behalf of the City of Appleton Fire Department

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Jeremy Hansen
Title: Fire Chief
Address: 700 North Drew Street
City/State: Appleton, WI Zip: 54911

On Behalf of the City of Oshkosh
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Mark Rohloff
Title: City Manager
Address: 215 Church Avenue
City/State: Oshkosh, WI Zip: 54903

On Behalf of the City of Oshkosh

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Diane Bartlett
Title: City Clerk
Address: 215 Church Avenue
City/State: Oshkosh, WI Zip: 54903

Approved as to form:

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Lynn Lorensen
Title: City Attorney
Address: 215 Church Avenue
City/State: Oshkosh, WI Zip: 54903

On Behalf of the City of Green Bay
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Eric Genrich

Title: Mayor

Address: 100 North Jefferson Street

City/State: Green Bay, WI Zip: 54301

On Behalf of the City of Green Bay

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Celestine Jeffreys

Title: City Clerk

Address: 100 North Jefferson Street

City/State: Green Bay, WI Zip: 54301

On Behalf of the City of Wausau
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Katie Rosenberg

Title: Mayor

Address: 407 Grant Street

City/State: Wausau, WI Zip: 54403

On Behalf of the City of Wausau

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Kaitlyn Bernarde

Title: City Clerk

Address: 407 Grant Street

City/State: Wausau, WI Zip: 54403

On Behalf of the City of Wausau Fire Department

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Robert Barteck

Title: Fire Chief

Address: 606 East Thomas Street

City/State: Wausau, WI Zip: 54403

On Behalf of Oneida County

Dated this ____ day of _____, 2023

Signature: _____

**Printed Name: Scott Holewinski
Title: County Board Chair
Address: PO Box 1245
City/State: Rhinelander, WI Zip: 54501**

Dated this ____ day of _____, 2023

Signature: _____

**Printed Name: Steven Schreier
Title: Public Safety Committee Chair
Address: PO Box 1245
City/State: Rhinelander, WI Zip: 54501**

On Behalf of the City of Marinette
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Steve Genisot
Title: Mayor
Address: 1905 Hall Avenue
City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Lana Bero
Title: City Clerk
Address: 1905 Hall Avenue
City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Jacqueline Miller
Title: City Treasurer and Finance Director
Address: 1905 Hall Avenue
City/State: Marinette, WI Zip: 54143

On Behalf of the City of Marinette Fire Department

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Jay Heckel

Title: Fire Chief

Address: 1450 Main Street

City/State: Marinette, WI Zip: 53143

Approved as to form:

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Robert Gagan

Title: City Attorney

Address: 1905 Hall Avenue

City/State: Marinette, WI Zip: 54143

On Behalf of Waupaca County

Dated this ____ day of _____, 2023

Signature: _____

**Printed Name: Dick Koeppen
Title: County Board Chairperson
Address: 811 Harding Street
City/State: Waupaca, WI Zip: 54981**

Dated this ____ day of _____, 2023

Signature: _____

**Printed Name: Mark Sether
Title: County Treasurer
Address: 811 Harding Street
City/State: Waupaca, WI Zip: 54981**

Approved as to form:

Dated this ____ day of _____, 2023

Signature: _____

**Printed Name: Diane Meulemans
Title: Corporation Counsel
Address: 811 Harding Street
City/State: Waupaca, WI Zip: 54981**

On Behalf of the City of Marshfield
A Municipal Corporation

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Lois TeStrake
Title: Mayor
Address: 207 West 6th Street
City/State: Marshfield, WI **Zip:** 54449

On Behalf of the City of Marshfield

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Jessica Schiferl
Title: City Clerk
Address: 207 West 6th Street
City/State: Marshfield, WI **Zip:** 54449

On Behalf of the City of Marshfield

Dated this ____ day of _____, 2023

Signature: _____
Printed Name: Jennifer Selenske
Title: Finance Director
Address: 207 West 6th Street
City/State: Marshfield, WI **Zip:** 54449

On Behalf of the City of Marshfield Fire Department

Dated this ____ day of _____, 2023

Signature: _____

Printed Name: Peter Fletty

Title: Fire Chief

Address: 207 West 6th Street

City/State: Marshfield, WI Zip: 54449

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

Dated This _____ day of _____, 2023

Signature _____

**Printed Name: Shane Blaser
Title: Mayor
Address: 444 West Grand Avenue
City/State: Wisconsin Rapids, WI Zip: 54495**

On behalf of the City of Wisconsin Rapids

Dated this _____ day of _____, 2023

Signature: _____

**Printed Name: Jennifer Gossick
Title: City Clerk
Address: 444 West Grand Avenue
City/State: Wisconsin Rapids WI, Zip: 54495**

On behalf of the City of Wisconsin Rapids

Dated this _____ Day of _____, 2023

Signature: _____

**Printed Name:
Title: Finance Director
Address: 444 West Grand Avenue
City/State: Wisconsin Rapids, WI Zip: 54495**

On Behalf of the city of Wisconsin Rapids Fire Department

Dated this _____ day of _____, 2023

Signature: _____

Printed Name: Todd Eckes

Title: Fire Chief

Address: 1511 12th Street South

City/State/ Wisconsin Rapids WI Zip: 54494

Exhibit A

- 1.0 GUARANTEED DELIVERY:** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.
- 2.0 APPLICABLE LAW AND COMPLIANCE:** This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of Wis. Stat. § 77.66, and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.
- 3.0 ANTITRUST ASSIGNMENT:** The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.
- 4.0 ASSIGNMENT:** No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 5.0 NONDISCRIMINATION:** In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. §. 51.01(5), sexual orientation as defined in Wis. Stat. § 111.32(13m) or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor is exempt from having to file an affirmative action plan but must request the exemption within fifteen (15) working days from

the date the Agreement is fully executed.

- 5.1** The contractor agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.
- 5.2** Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.
- 5.3** Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.
- 5.4** Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
- 6.0** **CANCELLATION:** The State of Wisconsin reserves the right to cancel any contract in whole or in part without penalty due to non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of this contract.
- 7.0** **VENDOR TAX DELINQUENCY:** Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 8.0** **PUBLIC RECORDS ACCESS:** Pursuant to Wis. Stat. §19.36 (3), all records of the contractor that are produced or collected under this contract are subject to disclosure pursuant to a public records request. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall promptly provide the requested records to the contracting agency. Contractor agrees to contact the State promptly upon receiving a request for information under the public records law and comply with the State's instructions on how to respond to the request. The contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

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

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

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

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

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

Exhibit B

NORTHEAST WISCONSIN
HAZARDOUS MATERIALS
TASKFORCE

*WISCONSIN HAZARDOUS
MATERIALS RESPONSE SYSTEM*

BUDGET

CONTRACTORS:

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

TEAM NAME	TEAM TYPE	BUDGET 7/01/23- 6/30/24	BUDGET 7/1/24 - 6/30/25
CITIES OF APPLETON, OSHKOSH, AND GREEN BAY	TYPE II	\$135,226.27	\$135,226.27
CITY OF WAUSAU AND ONEIDA COUNTY	TYPE II	\$104,347.74	\$104,347.74
CITY OF MARINETTE	TYPE III	\$16,625.27	\$16,625.27
WAUPACA COUNTY	TYPE III	\$16,625.27	\$16,625.27
CITIES OF MARSHFIELD AND WISCONSIN RAPIDS	TYPE III	\$16,625.27	\$16,625.27

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

Exhibit C

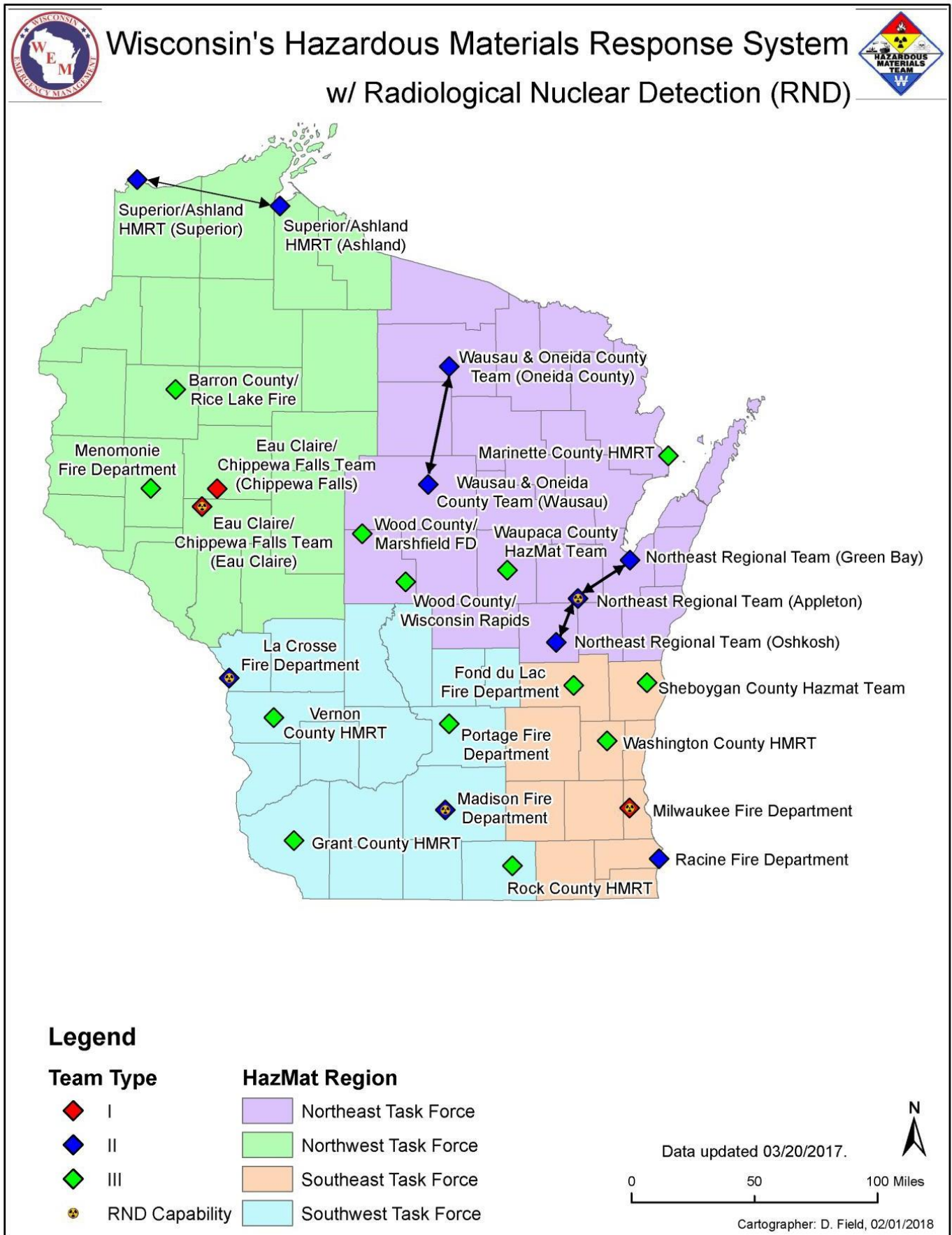


Exhibit D

MUNICIPAL CERTIFICATES OF INSURANCE

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07-01-2023 ending: 06-30-2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } APPLETON, WISCONSIN
 Village of }
 City of }

County of OUTAGAMIE Aldermanic Dist. No. _____
 (If required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number REDACTED	
FEIN Number REDACTED	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100
<input checked="" type="checkbox"/> Class C wine	\$ 100
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 60
TOTAL FEE	\$ 260

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
WILD RIVER CAFE, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
STADTMUELLER	SUSAN	LYNN	9396 NORTH RD, FREMONT, WI 54940
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
STADTMUELLER	RANDALL	LEE	9396 NORTH RD, FREMONT, WI 54940
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Agent Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
STADTMUELLER	RANDALL	LEE	9396 NORTH RD, FREMONT, WI 54940
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name WILD RIVER CAFE Business Phone Number 920-716-7297

2. Address of Premises 425 W WATER ST, SUITE 100 Post Office & Zip Code APPLETON WI 54911

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

THE WILD RIVER CAFE IS LOCATED IN THE ATLAS MILL BUILDING, 425 W WATER ST, APPLETON WI. THE BUILDING IS A MULTI-SUITE COMMERCIAL BUILDING IN WHICH WILD RIVER CAFE OCCUPIES SUITE 100 WHICH IS APPROXIMATELY 4,600 SQ.FT. ON THE 1ST FLOOR. THE AREA OF SERVICE INCLUDES SUITE 100, AN OUTDOOR DECK OF APPROXIMATELY 900 SQ.FT., THE ADJACENT SURFACE PATIO AREA OF APPROXIMATELY OF 500 SQ.FT. AND A BASEMENT STORAGE UNIT. PLEASE SEE THE ATTACHED PLANS

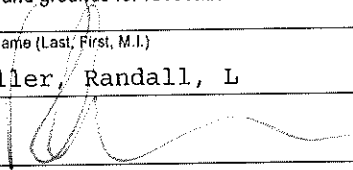
4. Legal description (omit if street address is given above): _____

5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No

(b) If yes, under what name was license issued? FOX RIVER TOURS D/B/A RIVER TYME BISTRO

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WISCONSIN and date 05/10/23 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) Stadtmueller, Randall, L	Title/Member Member	Date 05/25/23
Signature 	Phone Number REDACTED	Email Address REDACTED

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk 05/26/23	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of Appleton Alcohol License Questionnaire

1. Name of Applicant: Randall Stadtmueller

2. Name of Business: Wild River Cafe

(Check Applicable Box(s) to identify primary business activity)

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) _____

3. Address of Business: 425 W. Water St. Suite 100

4. Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation? Yes _____ No X
AND/OR been convicted of a felony? Yes _____ No X

If yes to either question, please explain in detail below:

5. List all partners, shareholders or investors of your business. Include full name, middle initial and date of birth. Please use additional sheets if necessary.

<u>Susan L Stadtmueller</u>			<u> </u> / <u> </u> / <u> </u>
First name	M.I.	Last name	Date of Birth
<u>Randall L Stadtmueller</u>			<u> </u> / <u> </u> / <u> </u>
First name	M.I.	Last name	Date of Birth
First name	M.I.	Last name	Date of Birth
First name	M.I.	Last name	Date of Birth

6. Name of person/corporation you are buying the premise and equipment from?

Name: Candice Mortara
First name Middle Initial Last name

Address: 1301 N. Briarcliff Dr. Appleton, WI 54915
City State ZIP

7. What was the previous name and primary nature of the business operating at this location?

Name: The River Tyme Bistro

(Check Applicable Box(s) to identify primary business activity)

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) _____

8. Was this premise licensed for alcohol sales/consumption during the past license year?

Yes X If yes, please contact the Community and Economic Development Department at 832-6468 about obtaining a copy of an existing Special Use Permit and related requirements that may run with property.

No _____ If no, please contact the Community and Economic Development Department at 832-6468 about obtaining a Special Use Permit. A Special Use Permit may be required for your business activity prior to the issuance of a Liquor License, pursuant to the City of Appleton Zoning Ordinance.

9. If alcohol sales were a previous use in this building, when did the operation cease?
Five months ago.

10. Seating capacity: Inside 202 Outside 40

11. Operating hours (Inside the building): 9am to 7pm
Operating hours (Outdoor seating areas): Seasonal

12. Employees/Staff
Number of floor personnel 5 Number of door checkers None

13. In general, state the size and operational details of the proposed establishment:

- a. Gross floor building area of the premises to be licensed: 4600 square feet.
- b. Gross outdoor seating areas of the premises to be licensed: 1400 square feet.
- c. Below, identify the operational details of the proposed establishment:

Restaurant table service including food, coffee, tea, soft drinks, beer and wine.

[Signature]
Signature

5/26/23
Date

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town
 Village of APPLETON WI County of OUTAGAMIE
 City

The undersigned duly authorized officer/member/manager of WILD RIVER CAFE, LLC
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as
WILD RIVER CAFE
(Trade Name)

located at 425 W WATER ST, SUITE 100, APPLETON WI 54911

appoints RANDALL STADTMUELLER
(Name of Appointed Agent)

9396 NORTH RD, FREMONT WI 54940
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

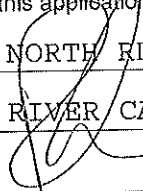
Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 72 YEARS

Place of residence last year 9396 NORTH RD, FREMONT WI 54940

For: WILD RIVER CAFE, LLC
(Name of Corporation / Organization / Limited Liability Company)

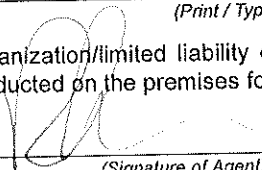
By: 
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, RANDALL STADTMUELLER, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

 5/26/23 Agent's age _____
(Signature of Agent) (Date)

9396 NORTH RD, FREMONT WI 54940 Date of birth _____
(Home Address of Agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: 07/01/2023 ending: 06/30/2024
(mm dd yyyy) (mm dd yyyy)

To the Governing Body of the: Town of } Appleton
 Village of }
 City of }

County of Outagamie Aldermanic Dist. No. _____
 (if required by ordinance)

Check one: Individual Limited Liability Company
 Partnership Corporation/Nonprofit Organization

Applicant's Wisconsin Seller's Permit Number REDACTED	
FEIN Number REDACTED	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ 100.00
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input checked="" type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ 60.00
TOTAL FEE	\$ 160.00

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
United Sports Association for Youth

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

President / Member Last Name <u>Gebhard</u>	(First) <u>Eric</u>	(Middle Name) <u>Dale</u>	Home Address (Street, City or Post Office, & Zip Code) <u>828 Jefferson St 54201</u>
Vice President / Member Last Name <u>Kostelecky</u>	(First) <u>Kevin</u>	(Middle Name) <u>James</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2015 E Forest St 54915</u>
Secretary / Member Last Name <u>McPaniel</u>	(First) <u>Abigail</u>	(Middle Name) <u>Rose</u>	Home Address (Street, City or Post Office, & Zip Code) #1314 <u>4030 Towne Lakes Cir 54913</u>
Treasurer / Member Last Name <u>Janson</u>	(First) <u>Jean</u>	(Middle Name) <u>Louise</u>	Home Address (Street, City or Post Office, & Zip Code) <u>1201 Silver Birch Dr 54952</u>
Agent Last Name <u>Gebhard</u>	(First) <u>Eric</u>	(Middle Name) <u>Dale</u>	Home Address (Street, City or Post Office, & Zip Code) <u>828 Jefferson St 54201</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name USA Sports Complex Business Phone Number (920) 209-1722
 2. Address of Premises 3300 E Evergreen Post Office & Zip Code 54913

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
3300 East Evergreen Dr - Concession Stand Near North end of parking lot
Alcohol products are limited to a specified are around the concession stand
Products are stored in the back of concessions,
Alcohol is only served a limited amount during community gatherings.

4. Legal description (omit if street address is given above): _____
 5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? United Sports Association for Youth

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
501 c (3) Non profit entity
see ~~other~~ certificate
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
Non profit
9. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.) <u>Eric Cochran</u>	Title/Member <u>President</u>	Date <u>5/17/2023</u>
Signature <u>[Signature]</u>	Phone Number <u>REDACTED</u>	Email Address <u>REDACTED</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>5-17-23</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of Appleton

Alcohol License Questionnaire

Eric Gebhard

1. Name of Applicant: United Sports Association for Youth

2. Name of Business: United Sports Association for Youth

(Check Applicable Box(s) to identify primary business activity)

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) Athletic Venue

3. Address of Business: 3300 E Evergreen 54913

4. Have you or any member of your organization ever been convicted of a misdemeanor or ordinance violation? Yes _____ No

AND/OR been convicted of a felony? Yes _____ No

If yes to either question, please explain in detail below:

5. List all partners, shareholders or investors of your business. Include full name, middle initial and date of birth. Please use additional sheets if necessary.

Eric	D	Coch Lund	REDACTED
First name	M.I.	Last name	Date of Birth
Abigail	Rose	McDaniel	REDACTED
First name	M.I.	Last name	Date of Birth
Jean	Louise	Janson	REDACTED
First name	M.I.	Last name	Date of Birth
Kevin	James	Kostecki	REDACTED
First name	M.I.	Last name	Date of Birth

6. Name of person/corporation you are buying the premise and equipment from?

N/A

Name: _____
First name Middle Initial Last name

Address: _____
City State ZIP

7. What was the previous name and primary nature of the business operating at this location?

Name: United Sports Association for Youth

(Check Applicable Box(s) to identify primary business activity)

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) Athletic Venue

8. Was this premise licensed for alcohol sales/consumption during the past license year?

Yes If yes, please contact the Community and Economic Development Department at 832-6468 about obtaining a copy of an existing Special Use Permit and related requirements that may run with property.

No If no, please contact the Community and Economic Development Department at 832-6468 about obtaining a Special Use Permit. A Special Use Permit may be required for your business activity prior to the issuance of a Liquor License, pursuant to the City of Appleton Zoning Ordinance.

N/A 9. If alcohol sales were a previous use in this building, when did the operation cease? 0 months ago.

10. Seating capacity: Inside — Outside 125

11. Operating hours (Inside the building): N/A
Operating hours (Outdoor seating areas): 5:00 pm - 8:30 pm

12. Employees/Staff
Number of floor personnel 4 Number of door checkers 2

13. In general, state the size and operational details of the proposed establishment:

- a. Gross floor building area of the premises to be licensed: 0 square feet.
- b. Gross outdoor seating areas of the premises to be licensed: 2,000 square feet.
- c. Below, identify the operational details of the proposed establishment:

This is a sports venue.

We have casual music in an outdoor area a limited number of dates during the summer

[Signature]
Signature

5/17/2023
Date

Schedule for Appointment of Agent by Corporation / Nonprofit Organization or Limited Liability Company

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by an officer of the corporation/organization or one member/manager of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village City of Appleton County of Outanamie

The undersigned duly authorized officer/member/manager of United Youth Sports Association
(Registered Name of Corporation / Organization or Limited Liability Company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

USA Sports Complex
(Trade Name)

located at 3300 E Evergreen Ave Appleton, WI 54912

appoints Eric Coebler
(Name of Appointed Agent)

828 Jefferson St Algoma, WI 54201
(Home Address of Appointed Agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
United Youth Sports Association

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 13 years

Place of residence last year 828 Jefferson St Algoma WI 54201

For: United Youth Sports Association
(Name of Corporation / Organization / Limited Liability Company)

By: [Signature]
(Signature of Officer / Member / Manager)

Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

ACCEPTANCE BY AGENT

I, Eric Coebler, hereby accept this appointment as agent for the
(Print / Type Agent's Name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 5/26/23
(Signature of Agent) (Date)

Agent's age REDACTED

828 Jefferson St Algoma, WI 54201
(Home Address of Agent)

Date of birth REDACTED

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY (Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(Date) (Signature of Proper Local Official) (Town Chair, Village President, Police Chief)

2023-2024 RENEWALS

**CLASS "A" FERMENTED MALT BEVERAGE & "CLASS A" LIQUOR (CIDER ONLY)
LICENSE**

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Quinto Sol Supermarket Hector Mosqueda, Agent, 1009 E Kramer Ln Appleton WI 54915	Quinto Sol LLC	2311 W College Ave

CLASS "B" FERMENTED MALT BEVERAGE LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Fronteras, LLC Eric Mosqueda Lopez, Agent, 1009 E Kramer Ln Appleton WI 54915	Fronteras Restaurant	2311 W College Ave
Lilac Enterprises LLC May Vang, Agent, 1226 Appleton St Menasha WI 54952	May's Kitchen	1804 S Lawe St Ste 204
Taco House LLC Roberto Martinez, Agent, 301 E Greenfield St Appleton WI 54911	Taco House	135 E Wisconsin Ave

**CLASS "B" FERMENTED MALT BEVERAGE LICENSE
AND "CLASS C" WINE LICENSE**

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Moon Water Café LLC Shannon Boegh, Agent, 1044 E Vine St Appleton WI 54911	Moon Water Café	606 N Lawe St

CLASS "A" FERMENTED MALT BEVERAGE & "CLASS A" LIQUOR LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
The Free Market, Inc. Lucinda M. Weinfurter, Agent, E2723 Cty Rd B Scandinavia WI 54977	The Free Market	734 W Wisconsin Ave

CLASS "B" FERMENTED MALT BEVERAGE & "CLASS B" LIQUOR LICENSE

<u>NAME</u>	<u>TRADE NAME</u>	<u>ADDRESS</u>
Bark Entertainment LLC Zachery Wroblewski, Agent, 621 E Brewster St Appleton 54911	Skyline Comedy Club	1004 S Olde Oneida St



"meeting community needs
.....enhancing quality of life"

REQUEST for Alcohol License Premise Amendment

FEES ARE NON-REFUNDABLE	Date Recv'd <u>4/7/23</u>
License Fee \$10.00/event	Acct: CLCAGP
Receipt <u>4895-1</u>	

SECTION 1 – LICENSE INFORMATION

Name of Establishment <u>Trout Museum of Art</u>	
Address of Establishment <u>111 W. College Ave</u>	
Name of Agent <u>Christina Turner</u>	Phone Number <u>920-733-4089</u>

SECTION 2 – PREMISE AMENDMENT

Please describe the change in premises:
 A drawing/diagram of the proposed area must also be submitted with this application
8/25/23 Event with outside bar and music on stage.
 Expecting approx 200 guests.

Is this change Permanent?	If this is temporary please specify the reason for the amendment:
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

Please list the date(s) and time(s) that this temporary premise amendment will be utilized:
8/25/23 Set up 8am , Event 6pm-10pm

SECTION 3 – PENALTY NOTICE

I certify that I am familiar with Section 9-52 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
 Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: Christina Turner 4/6/23

FOR OFFICE USE ONLY

Department	Approve	Deny	By	Reason
Comm. Dev.				
Finance				
Fire				
Health				
Inspections				
Police				
S&L	Council	Date Issued	Exp. Date	License Number



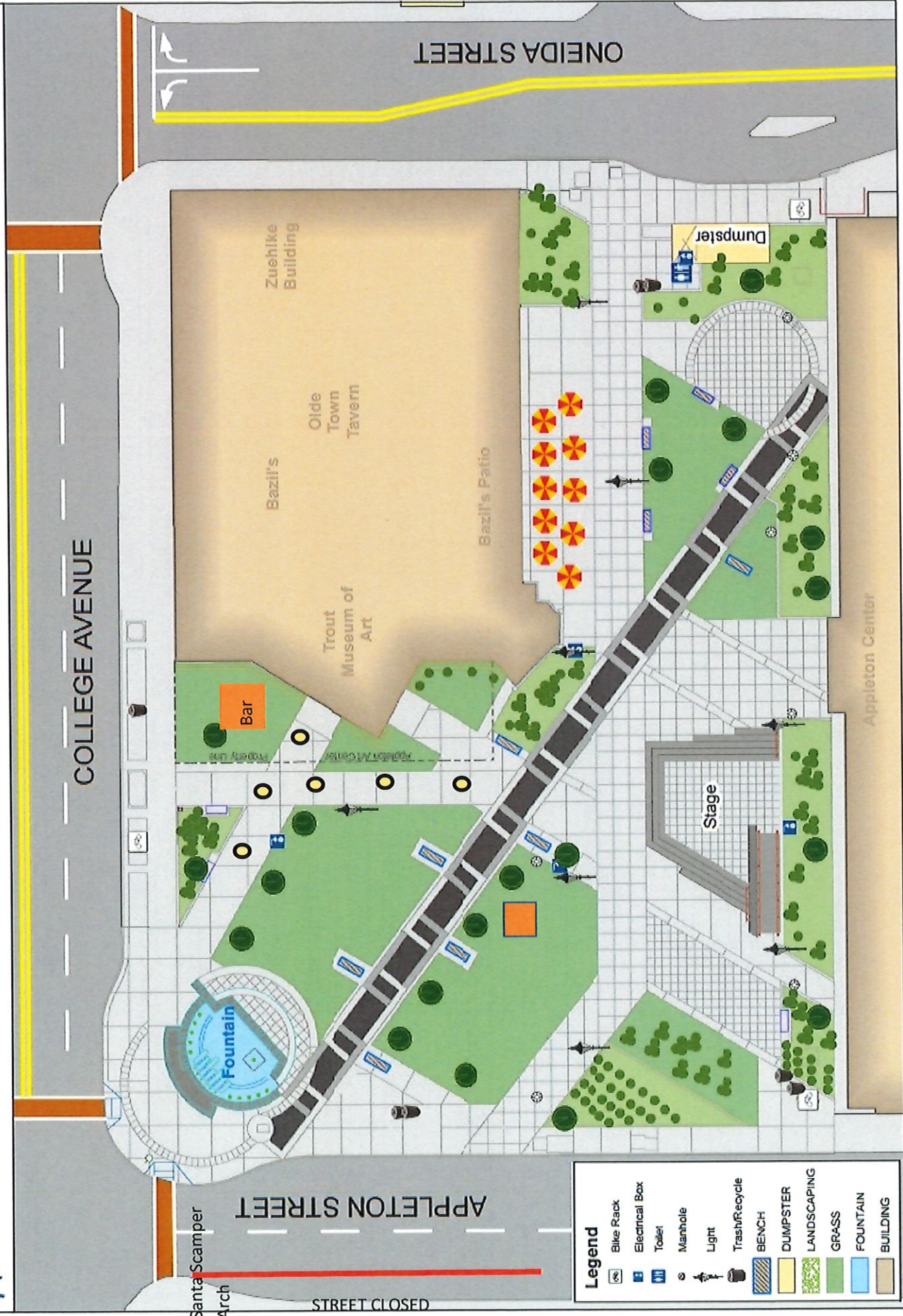
= 10'x10' tent



= bistro table



HOUDINI PLAZA



Legend

	Bike Rack
	Electrical Box
	Toilet
	Manhole
	Light
	Trash/Recycle
	BENCH
	DUMPSTER
	LANDSCAPING
	GRASS
	FOUNTAIN
	BUILDING

Santa Scamper Arch

APPLETON STREET

STREET CLOSED

COLLEGE AVENUE

ONEIDA STREET

Zuehike Building

Basil's

Olde Town Tavern

Trout Museum of Art

Basil's Patio

Stage

Dumpster

Appleton Center

TMA TROUT MUSEUM OF ART

111 W College Ave, Appleton, WI 54911

To: Members of COA Parks and Recreation Committee
From: Trout Museum of Art Staff
Regarding: Request for Event in Houdini Plaza

The Trout Museum of Art is planning a special event to be held on Friday, August 25, 2023, in Houdini Plaza. This is the opening reception for Trout Museum of Art's Made to Order exhibition.

Made to Order is an opportunity for any interested party to commission artwork to be custom made by their selected artist, which is then put on display in our gallery before going home with the commissioner. This gives artists, an opportunity to sell their work with the Trout Museum of Art acting as their agent.

The opening event on August 25th is also a fundraiser for our non-profit art museum. Anyone is welcome to attend if they buy a ticket, which will be priced at \$25 per person, in line with our fundraising goal. We estimate a maximum attendance of 200.

The exhibition will be held within our museum, but drinks, music, and some seating will be offered in the plaza. We have applied for an addendum to our liquor license since Houdini Plaza is not on but adjacent to our property.

Setup and take down of this event will all occur on August 25th. We will set up two 10x10 foot bar tents in the Plaza and 1 additional bar in our atrium. There will also be cocktail tables and chairs set up in the plaza sidewalks. During the event guests will be inside on the three floors of our building, as well as outside.

We have filed a Special Event permit with the City Clerk's office.

There will be live music on the stage in Houdini Plaza from 8:30 p.m. until 10:00 p.m. to end the event. We have also sent a request for a noise variance. Passersby are welcome to listen to the music without buying a ticket, as the area will not be fenced off.

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

rec 5117-5

5-23-23

MUNICIPAL USE ONLY

License Number
Period Covered
Date of Issuance

Applicant's Wisconsin 15-digit Sales Tax Account Number
REDACTED

← This must be issued in the same Legal Name of the licensee below.

Legal Name (corporation, limited liability company, partnership or sole proprietorship) Appleton Liquor LLC		Federal Employer Identification No. (FEIN) REDACTED
Trade or Business Name (if different than Legal Name) Appleton Liquor		Telephone Number () REDACTED
Business Address (License Location) 2727 N Meade St		Business Telephone (920) 903 8714
Municipality Appleton	State WI	Zip Code 54911
Mailing Address (if different than Business Address) 1325 E Overland Rd		County Outagamie
Municipality Outagamie		State WI
		Zip Code 54911

Organization (check one)

- Sole Proprietor Wisconsin Corporation – Enter date incorporated: **Sept 2020**
- Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? Yes No
- Other (describe) _____

- Yes No 1. Does the applicant understand that they must purchase cigarettes only from distributors or jobbers who hold a permit with the Wisconsin Department of Revenue?
- Yes No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129, revenue.wi.gov/forms/excise/ctp-129.pdf.)
- Yes No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
- Yes No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://witobaccocheck.org>)
- Yes No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
- Yes No 6. Does the applicant understand that they may not sell single cigarettes?
- Yes No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
- Yes No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at www.doj.state.wi.us/dls/tobacco-directory may be sold in Wisconsin?

Cigarettes / Tobacco will be sold over counter through vending machine both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another.

Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Hosni Guita
 (Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Application for Cigarette and Tobacco Products Retail License

Submit to municipal clerk.

MUNICIPAL USE ONLY

Applicant's Wisconsin 15-digit Sales Tax Account Number
REDACTED

← This must be issued in the same Legal Name of the licensee below.

License Number
Period Covered 7/1/2023-6/30/2024
Date of Issuance

Legal Name (corporation, limited liability company, partnership or sole proprietorship) Andrew Thornell		Federal Employer Identification No. (FEIN) REDACTED	
Trade or Business Name (if different than Legal Name) MARLEYS Smoke Shop		Telephone Number (202) 637-0721	
Business Address (License Location) 530 W. College Ave.		Business Telephone ()	
Municipality Appleton	State WI	Zip Code 54911	County Outagamie
Mailing Address (if different than Business Address)		Municipality Appleton	State WI
		Zip Code 54911	

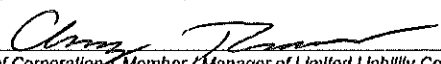
Organization (check one)

- Sole Proprietor Wisconsin Corporation – Enter date incorporated: _____
 Partnership Out-of-State Corporation – Are you registered to do business in Wisconsin? Yes No
 Other (describe) _____

- Yes No 1. Does the applicant understand that they must purchase cigarettes and tobacco products only from distributors, jobbers, or subjobbers, who hold a permit with the Wisconsin Department of Revenue?
 Yes No 2. Does the applicant understand that they must obtain a Tobacco Products Distributor permit if purchasing untaxed tobacco products from an out-of-state company? (Tobacco Products Distributor permit is available from the Wisconsin Department of Revenue at 608-266-6701. See application form CTP-129,)
 Yes No 3. Does the applicant understand that they cannot purchase/exchange cigarettes or tobacco products from another retailer, including transferring existing stock to a new owner?
 Yes No 4. Does the applicant understand that they must provide employees with tobacco sales training approved by the Wisconsin Department of Health Services? (<https://wi.tobaccocheck.org>)
 Yes No 5. Does the applicant understand that they may not sell, give or otherwise provide cigarettes/tobacco products and nicotine products to minors (including electronic cigarettes containing nicotine)?
 Yes No 6. Does the applicant understand that they may not sell single cigarettes?
 Yes No 7. Does the applicant understand that cigarette and tobacco products invoices must be kept on the licensed premises for two years from the date of the invoice and be available for inspection by the Wisconsin Department of Revenue/law enforcement and that failure to comply can result in criminal penalties, including loss of cigarettes/tobacco products?
 Yes No 8. Does the applicant understand that only cigarettes and roll-your-own (RYO) tobacco products listed on the Wisconsin Department of Justice's website labeled "Directory of Certified Tobacco Manufacturers and Brands" at _____ may be sold in Wisconsin?

Cigarettes / Tobacco will be sold over counter through vending machine both

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the applicant. Applicant agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.


(Officer of Corporation / Member / Manager of Limited Liability Company / Partner / Individual)

Applicable Laws and Rules

This document provides statements or interpretations of the following laws and regulations in effect as of September 19, 2019: Sections 134.65, 134.66, 139.321, 139.79, 139.76, 995.10, and 995.12, Wis. Stats.



"meeting community needs
enhancing quality of life"

APPLICATION for the Operation of a PET STORE/KENNEL

FEES ARE NON-REFUNDABLE		Date Rec'd <u>5/24/23</u>
See SECTION 5 for Fee Schedule		
License Fee - Initial	\$	Acct. Code: CLPETK
License Fee - Renewal	\$ <u>75.00</u>	Acct. Code: CLPETK
Investigation Fee	+ \$7.00	Acct. Code: CLCPIF
Total Amount Paid	\$ <u>82.00</u>	Receipt <u>5128-3</u>
License period July 1 to June 30		

PLEASE ALLOW 4 WEEKS FOR PROCESSING

SECTION 1 - BUSINESS LOCATION - Answer all questions completely. Please PRINT clearly			
NOTE: The location of a Kennel or Pet Store is subject to applicable zoning and other regulations.			
Business Name <u>Petco #1656</u>			
Business Street Address <u>3829 E Columet Street</u>		City <u>Appleton</u>	State <u>WI</u>
Business Telephone Number <u>920-997-1543</u>		Zip <u>54915</u>	
SECTION 2 - APPLICANT INFORMATION			
Name <u>Petco Animal Supplies Stores, Inc.</u>			
Home Street Address <u>654 Richland Hills Drive % License Dept.</u>		City <u>San Antonio</u>	State <u>TX</u>
Date of Birth <u>REDACTED</u>		Male	Female
		Telephone Number	
SECTION 3 - SERVICES TO BE PROVIDED			
Please check the type(s) of services your establishment will offer: <input checked="" type="checkbox"/> Live animals <input checked="" type="checkbox"/> Pet Food			
<input checked="" type="checkbox"/> Pet Accessories	<input checked="" type="checkbox"/> Fish	Other	
SECTION 4 - PENALTY NOTICE			
Having knowledge of all governmental laws, rules or regulations governing the keeping or protection of animals, I hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief.			
Signature of Applicant: <u>Samantha Garcia</u>			
SECTION 5 - FEE SCHEDULE **all fees include the \$7 investigation fee**			
Pet Store License	Initial Fee - \$97.00	Renewal Fee - \$82.00	
Kennel License	1-10 animals - \$62.00	11-25 animals - \$137.00	
	26-50 animals - \$262.00	More than 50 animals - \$5.00 per animal with a minimum of \$287.00	
FOR OFFICE USE ONLY			
Dept.	Approve	Deny	By
Police			
Fire			
City Sealer			
Inspection			
Community Development			
S&L	Council	Date Issued	Exp. Date
<u>06/14/2023</u>	<u>06/21/2023</u>		
			License Number

04-23-21

Return application to: City Clerk, 100 North Appleton Street, Appleton, WI 54911-4799



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FEES ARE NON-REFUNDABLE		Date Recv'd	5/24/23
License Fee - Local	\$207.00	Acct. CLSALV	
License Fee - Out of City	\$ 82.00	Acct. CLSALV	
		Receipt	5128-2
License period July 1 to June 30			

APPLICATION for SALVAGE DEALER'S LICENSE

Please allow 4 weeks for processing

SECTION 1 – BUSINESS INFORMATION – Answer all questions completely. Please PRINT clearly

Business Name <i>Golper Supply Co Inc</i>			
Business Street Address <i>1810 W. Edgewood Dr.</i>	City <i>Appleton</i>	State <i>WI</i>	Zip <i>54913</i>
Business Telephone Number <i>920-731-3266</i>			

SECTION 2 – APPLICANT INFORMATION

Name <i>David Golper</i>			
Home Street Address <i>930 Pleasant Avenue</i>	City <i>Highland Park</i>	State <i>IL</i>	Zip <i>60035</i>
Date of Birth REDACTED	Male <input checked="" type="checkbox"/>	Female <input type="checkbox"/>	Telephone Number REDACTED

SECTION 3 – CORPORATION INFORMATION – List names, addresses and dates of birth of all officers.

President	Last <i>Golper</i>	First <i>David</i>	Middle Initial <i>D</i>	Date of Birth REDACTED	Male <input checked="" type="checkbox"/>	Female <input type="checkbox"/>
Address	<i>930 Pleasant Avenue</i>		City <i>Highland Park</i>	State <i>IL</i>	Zip <i>60035</i>	
Vice President	Last	First	Middle Initial	Date of Birth	Male	Female
Address			City	State	Zip	
Secretary	Last	First	Middle Initial	Date of Birth	Male	Female
Address			City	State	Zip	
Treasurer	Last	First	Middle Initial	Date of Birth	Male	Female
Address			City	State	Zip	

SECTION 4 – PENALTY NOTICE

I certify that I am familiar with Section 9.386 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council.
Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: *David D Golper*

FOR OFFICE USE ONLY

Dept.	Approve	Deny	By	Reason		
Police						
Fire						
City Sealer						
Inspection						
S&L	06/14/23	Council	06/21/23	Date Issued	Exp. Date	License Number



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APPLICATION for SALVAGE DEALER'S LICENSE

FEES ARE NON-REFUNDABLE Date Recv'd 5/26/23

License Fee - Local \$200.00 Acct. CLSALV
 License Fee - Out of City \$ 75.00 Acct. CLSALV
 Investigation Fee + 7.00 Acct. CLCPIF
 Total Amount Paid 207 Receipt 5139-4
 License period July 1 to June 30

Please allow 4 weeks for processing

SECTION 1 - BUSINESS INFORMATION - Answer all questions completely. Please PRINT clearly										
Business Name <u>Mach V Motors LLC</u>										
Business Street Address <u>400 E Hancock St</u>					City <u>Appleton</u>		State <u>WI</u>	Zip <u>54911</u>		
Business Telephone Number <u>920-202-2201</u>										
SECTION 2 - APPLICANT INFORMATION										
Name <u>Kara Tullberg</u>										
Home Street Address <u>98 Estnerbrook Ct</u>					City <u>Appleton</u>		State <u>WI</u>	Zip <u>54915</u>		
Date of Birth <u>REDACTED</u>			Male	Female <input checked="" type="checkbox"/>	Telephone Number <u>REDACTED</u>					
SECTION 3 - CORPORATION INFORMATION - List names, addresses and dates of birth of all officers.										
President		Last <u>Tullberg</u>		First <u>Charles</u>		Middle Initial <u>D</u>		Date of Birth <u>REDACTED</u>	Male <input checked="" type="checkbox"/>	Female
Address		<u>98 Estnerbrook Ct</u>			City <u>Appleton</u>		State <u>WI</u>	Zip <u>54915</u>		
Vice President		Last <u>Tullberg</u>		First <u>Kara</u>		Middle Initial <u>K</u>		Date of Birth <u>REDACTED</u>	Male	Female <input checked="" type="checkbox"/>
Address		<u>98 Estnerbrook Ct</u>			City <u>Appleton</u>		State <u>WI</u>	Zip <u>54915</u>		
Secretary		Last		First		Middle Initial		Date of Birth	Male	Female
Address					City		State	Zip		
Treasurer		Last		First		Middle Initial		Date of Birth	Male	Female
Address					City		State	Zip		
SECTION 4 - PENALTY NOTICE										
I certify that I am familiar with Section 9.386 of the Municipal Code of the City of Appleton and agree that any license granted under this application may be suspended for cause at any time by the Common Council. Under penalty of law, I swear that the information provided in this application is true and correct to the best of my knowledge and belief.										
Signature of Applicant: <u>[Signature]</u>										
FOR OFFICE USE ONLY										
Dept.	Approve	Deny	By			Reason				
Police										
Fire										
City Sealer										
Inspection										
S&L 06/14/23		Council 06/21/23		Date Issued		Exp. Date		License Number		

9-24-19

Return application to: City Clerk, 100 North Appleton Street, Appleton, WI 54911-4799