



# City of Appleton

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

## Meeting Agenda - Final Safety and Licensing Committee

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Wednesday, April 10, 2024

5:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

2. Pledge of Allegiance

3. Roll call of membership

4. Approval of minutes from previous meeting

[24-0369](#) Safety & Licensing Committee Minutes from 03/27/2024.

**Attachments:** [S&L Minutes 03-27-24.pdf](#)

5. **Public Hearing/Appealances**

6. **Action Items**

[24-0327](#) Recommended Denial of an Operator License for Miguel Hulke.

**Attachments:** [Miguel Hulke Operator License Application.pdf](#)

[Miguel Hulke PD Letter.pdf](#)

[Miguel Hulke Clerk Letter.pdf](#)

[Miguel Hulke Supporting Documentation.pdf](#)

**Legislative History**

3/27/24 Safety and Licensing Committee recommended for denial

*Miguel Hulke appeared and addressed the Committee.*

*Sarah Gregory, owner of Sangria's, appeared and addressed the Committee.*

*Motion was made to approve the Operator License based upon documents submitted by the applicant showing rehabilitation. The Operator License was recommended for approval and the recommended denial of the license (as presented on the agenda) was denied.*

4/3/24 Common Council referred to the Safety and Licensing Committee

[24-0379](#) Fire Department Request to Accept Firehouse Sub Grant.

**Attachments:** [04-02-24\\_Request to Accept-Laryngoscopes.pdf](#)

- [24-0372](#) Fire Department Agreement for Urban Search and Rescue Emergency Response Services.  
**Attachments:** [Appleton - Urban Search and Rescue 2024-2026 Agreement \(final\).pdf](#)
- [24-0383](#) "Class A" Liquor License application for True North Energy, LLC d/b/a True North #822, Michelle A. Knox, Agent, located at 3411 N. Ballard Rd.  
**Attachments:** [True North Redacted.pdf](#)
- [24-0237](#) Class "B" Beer and "Class B" Liquor License Premise Amendment application for NAC LLC d/b/a OB's Brau Haus, Christopher Nelis, Agent, located at 523 W College Ave, contingent upon approval from the Community Development, Inspections and Finance Departments.  
**Attachments:** [OB's Brau Haus - Premises Amendment.pdf](#)
- [24-0362](#) Temporary Class "B" Beer License application for Fox Cities Chamber Foundation, Tom Lehr, Person in Charge, located at, 125 N Superior St, for the Chamber Time Capsule Ceremony, taking place on June 4th, 2024, contingent upon approval from the Health Department.  
**Attachments:** [Chamber Time Capsule Celebration - Temp B Application .pdf](#)
- [24-0364](#) Temporary Class "B" Beer and "Class B" Wine License application for Appleton Downtown Inc, Jennifer Stephany, Person in Charge, located at, 301 W. Lawrence St, for the Heid Music Summer Concert Series event, taking place on Thursdays from June 6th through August 29th, 2024 contingent upon approval from the Fire and Health Departments.  
**Attachments:** [Heid Music Summer Concert Series - Temp B Application.pdf](#)
- [24-0365](#) Temporary "Class B" Wine License application for Thompson Center on Lourdes, Djuanna Kath, Person in Charge, located at, 2331 E. Lourdes Dr., for the Thompson Center on Lourdes - Senior Prom Event, taking place on May 3rd, 2024.  
**Attachments:** [Thompson Center on Lourdes - Senior Prom Event.pdf](#)

## 7. Information Items

- [24-0371](#) Fire Department Annual Report  
**Attachments:** [2023 AFD Annual Report.pdf](#)
- [24-0368](#) Special Events  
- Run Away Shoes, Run Away to the Bay, Approved Route, April 13th 2024.

[24-0378](#)

Directors Report

1. City Clerk
  - Ward Changes due to WI 2023 Act 94
  - New Council Term & Important Dates/Reminders
2. Fire Chief
3. Police 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.*



# City of Appleton

100 North Appleton Street  
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## Meeting Minutes - Final Safety and Licensing Committee

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Wednesday, March 27, 2024

5:30 PM

Council Chambers, 6th Floor

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1. Call meeting to order

*This meeting was called to order by Vice Chair Schultz 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

[24-0322](#)

Safety & Licensing Committee Minutes from 03/20/2024.

**Attachments:** [S&L Minutes 03-20-24.pdf](#)

**Van Zeeland moved, seconded by Wolff, 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/Appearances**

[24-0343](#)

Demerit Point Violation Appearance - Pillow Talk-N-Wine

**Attachments:** [Demerit Point Notification Letter -PillowTalk2024.pdf](#)

**No one representing Pillow Talk-N-Wine appeared.**

6. **Action Items**



[24-0314](#)

Recommended Denial of an Operator License for Isaiah Nettles.

- Attachments:** [Isaiah Nettles Operator License Application.pdf](#)  
[Isaiah Nettles PD Letter.pdf](#)  
[Isaiah Nettles Clerk Letter.pdf](#)  
[Isaiah Nettles Supporting Documentation.pdf](#)

*Isaiah Nettles appeared and addressed the committee.  
Stacy Knaack, owner of Glass Nickel Pizza, appeared and addressed the committee.*

**Van Zeeland moved, seconded by Schultz, to deny the Operator License. Roll Call. Motion carried by the following vote:**

**Aye:** 3 - Schultz, Siebers and Van Zeeland

**Nay:** 1 - Wolff

**Excused:** 1 - Croatt

[24-0327](#)

Recommended Denial of an Operator License for Miguel Hulke.

- Attachments:** [Miguel Hulke Operator License Application.pdf](#)  
[Miguel Hulke PD Letter.pdf](#)  
[Miguel Hulke Clerk Letter.pdf](#)  
[Miguel Hulke Supporting Documentation.pdf](#)

*Miguel Hulke appeared and addressed the committee.  
Sarah Gregory, owner of Sangria's, appeared and addressed the committee.*

**Van Zeeland moved, seconded by Wolff, to deny the recommendation for denial and approve the Operator License. Roll Call. Motion carried by the following vote:**

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

**Excused:** 1 - Croatt

[24-0320](#)

Municipal Code Revision Re: Open Flame Effect Display

- Attachments:** [2024 OFED-Chapter 6 Memo.pdf](#)  
[Chapter 6 Fire OFED Revisions.pdf](#)  
[AFD Fee Schedule.pdf](#)

**Van Zeeland moved, seconded by Wolff, that the Municipal Code Revision be recommended for approval. Roll Call. Motion carried by the following vote:**

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

**Excused:** 1 - Croatt

[24-0342](#)

Class "A" Beer License Change of Agent application for Kwik Trip Inc. d/b/a Tobacco Outlet Plus Grocery 556, New Agent, Jennifer J. Ross, located at 1342 W. Prospect Avenue

**Attachments:** [Tobacco Outlet Plus Grocery 556 Change of Agent.pdf](#)

**Siebers moved, seconded by Van Zeeland, that the Change of Agent be recommended for approval. Roll Call. Motion carried by the following vote:**

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

**Excused:** 1 - Croatt

## 7. Information Items

[24-0321](#)

Police Department Annual Report

**Attachments:** [PD Annual Report.pdf](#)

**Police Chief Olson presented the Annual Report.**

[24-0328](#)

Special Events:

- Appleton Downtown Inc, Mini Golf on the Town, Participating Downtown Businesses, April 13th 2024

[24-0323](#)

Directors Report

1. City Clerk
  - Spring Election Reminders
2. Police Chief
3. Fire Chief

## 8. Adjournment

**Siebers moved, seconded by Van Zeeland, that the meeting be adjourned at 6:19 p.m. Roll Call. Motion carried by the following vote:**

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

**Excused:** 1 - Croatt

# Application for Operator's/Bartender's License

CASH OR CHECK ONLY!



New Applicant  
 Renewal License #: \_\_\_\_\_

**FEES ARE NON-REFUNDABLE**

- Operator License - \$72.00
- Operator License plus a provisional - \$87.00

Date Received: 2/12/24

Receipt #: 6304-01

*Note: Please allow approximately 3 weeks for application processing.*

**SECTION 1 - APPLICANT INFORMATION**

Legal Name (First name, MI, Last name) <u>Miguel E. Hulke</u>			Maiden or Previous	
Street Address <u>525 1/2 W. College Ave Apt 2</u>		City <u>Appleton</u>	State <u>WI</u>	Zip <u>54911</u>
Driver's License Number/State/Identification Number			Driver's License State <u>WI</u>	
Date of Birth	Gender <u>M</u>	Phone # (Required)	Email Address:	

Name and Address of Establishment you will be selling alcohol - *(verify establishment is within City of Appleton limits)*  
Sangrias Mexican Restaurant, 215 S. Memorial Dr. Appleton

**SECTION 2 - NEW APPLICANT ONLY:** You are required to list each and every violation and/or offense for which you have been convicted in or out of state. Failure to provide complete answers may result in a denial of your application.

Have you EVER had an Operator's (Bartender's) License?  YES  NO  
 If Yes; which Municipality and what year? \_\_\_\_\_

Have you EVER been convicted of a felony?  YES  NO  
 If Yes; when, where and what type of violation? (Please be specific) 06 2019 DWI

Have you EVER been convicted of a misdemeanor or ordinance violation?  YES  NO  
 If Yes; when, where and what type of violation? (Example: speeding, OWI) \_\_\_\_\_

**SECTION 3 - RENEWAL APPLICANT ONLY:** List any pending charges, citations, tickets, and all convictions since last license application in or out of state. Failure to provide complete answers may result in a denial of your application.

Have you EVER had an Operator's (Bartender's) License?  YES  NO  
 If Yes; where? \_\_\_\_\_

Have you been convicted of a felony since last license application?  YES  NO  
 If Yes; when, where and what type of violation? (Please be specific) \_\_\_\_\_

Have you been convicted of a misdemeanor or ordinance violation since last license application?  YES  NO  
 If Yes; when, where and what type of violation? (Example: speeding, OWI) \_\_\_\_\_

**SECTION 4 - NEW APPLICANT ONLY**

Must provide proof of completion of a Responsible Beverage Server Course.

**SECTION 5- PENALTY NOTICE**

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: [Signature] Date: 02/12/24

FOR OFFICE USE ONLY	
Current License in Other Municipality?	Class Completion Date: <u>2/10/24</u>
Date Approved: _____	Issue Date: _____
Expiration Date: _____	License Number: _____



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

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TO: Safety and Licensing Committee  
Common Council

FROM: Lt. Ben Goodin

DATE: 2/20/2024

RE: Police Department's Recommendation for Denial of Miguel Hulke's Bartender License Application

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Committee Members:

The police department is requesting that the Safety and Licensing Committee recommend to the Common Council to deny Miguel Hulke's application for a bartender license based upon his criminal and / or arrest record, his unpardoned felony conviction(s), and his status as a "habitual law offender."

Pursuant to Wis. Stat. §111.335(2)(b) and (3)(a), it is not employment discrimination for a licensing agency to deny an applicant based on an arrest or conviction record where the circumstances of the conviction substantially relate to the circumstances of the particular licensed activity.

Pursuant to Wis. Stat. §125.04(5)(a)1., no license or permit related to alcohol beverages may be issued to an individual with an arrest or conviction record where the circumstances of the record(s) substantially relate to the circumstances of the particular licensed activity.

Pursuant to Wis. Stat. §125.04(5)(b), no license or permit related to alcohol beverages may be issued to a "habitual law offender" where the circumstances of the habitual law offenses substantially relate to the circumstances of the particular licensed activity.

Also pursuant to Wis. Stat. §111.335(4)(c), if the licensing agency refuses to license an individual based upon arrest or conviction record, the applicant is allowed an opportunity to show "evidence of rehabilitation and fitness to engage in the licensed activity," *unless the conviction(s) are for "exempt offenses."* Wis. Stat. §111.335(4)(d) provides the following options that the applicant may produce to conclusively demonstrate their rehabilitation and fitness from a given conviction:

- A copy of the local, state, or federal release document; and either
- (1) a copy of the relevant department of corrections document showing completion of probation, extended supervision, or parole; or

(2) other evidence that at least one year has elapsed since release from any local, state, or federal correctional institution without subsequent conviction of a crime along with evidence showing compliance with all terms and conditions of probation, extended supervision, or parole.

Additionally, the licensing agency must consider any of the following evidence if presented by the individual:

- (1) Evidence of the nature and seriousness of any offense of which he or she was convicted.
- (2) Evidence of all circumstances relative to the offense, including mitigating circumstances or social conditions surrounding the commission of the offense.
- (3) The age of the individual at the time the offense was committed.
- (4) The length of time that has elapsed since the offense was committed.
- (5) Letters of reference by persons who have been in contact with the individual since the applicant's release from any local, state, or federal correctional institution.
- (6) All other relevant evidence of rehabilitation and present fitness presented.

#### **STATEMENT ON SUBSTANTIAL RELATIONSHIP**

As part of any denial of licensing, the police department must determine if crimes are substantially related to the sale of alcohol. Mr. Hulke has been convicted of the following:

Operating While Intoxicated (5<sup>th</sup> or 6<sup>th</sup>) in Outagamie County case # 2019CF000451. This is a felony offense.

Operating While Intoxicated (4<sup>th</sup> within 5 years) in Outagamie County case # 2013CF000502. This is a felony offense.

Operating While Intoxicated (3<sup>rd</sup>) in Winnebago County case # 2011CT000865. This is a misdemeanor, criminal offense.

Operating While Intoxicated (2<sup>nd</sup>) in Outagamie County case # 2011CT000236. This is a misdemeanor, criminal offense.

Operating While Intoxicated in Outagamie County case # 2009TR004031. This is a non-criminal, civil offense.

The convictions for Operating While Intoxicated are substantially related to the sale of alcohol for several reasons. Mr. Hulke has shown a pattern of poor decision-making by getting arrested for Operating While Intoxicated four times in a five-year span; then a fifth time six years later. The convictions for OWI 4<sup>th</sup> and OWI 5<sup>th</sup> are felonies. Drunk driving is a serious offense and a major problem not only in Wisconsin but across the entire country. Mr. Hulke has not shown the ability to make sound decisions by understanding when he has had too much to drink and is unsafe to operate a motor vehicle. A person serving alcohol to members of the public must be aware of when a patron has had enough to drink and should not be served any longer.

As a person who wants to be responsible to serve alcohol, Mr. Hulke has not shown the ability to make good decisions related to his own sobriety. The service of alcohol includes coming into contact with individuals in a very vulnerable state, people for whom a bartender may be called upon to refuse service due to their level of intoxication. The circumstances of Mr. Hulke's criminal and felony convictions substantially relate to the ability and willingness to meet this legal obligation associated with the licensed service of alcohol.

Based upon the information provided, at this time Mr. Hulke does not meet statutory eligibility requirements to be granted an Operator/Bartender license. It is therefore recommended that his application be denied.

Very Respectfully:

Lt. Ben Goodin  
Appleton Police Department



LEGAL SERVICES DEPARTMENT

Office of the City Clerk

**Kami Lynch, Clerk**

100 North Appleton Street

Appleton, WI 54911

Phone: 920/832-6443

Fax: 920/832-5823

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February 26<sup>th</sup>, 2024

\*CERTIFIED MAIL\*

Miguel Hulke  
525 ½ W College Ave Apt 2  
Appleton, WI 54911

This letter is to notify you that we are in receipt of your application for an Operator's License. Upon review of your application, the Police Department has recommended that your application for an Operator's License be denied due to your history of civil and/or criminal convictions.

You have the right to appear before the Safety and Licensing Committee to contest this recommendation. To do so, **please contact the City Clerk's Office within 30 days** of receipt of this letter in order to be placed on the Agenda of the Safety and Licensing Committee. Failure to contact the City Clerk's Office within 30 days will result in your license being denied.

Regular meetings of the Safety and Licensing Committee take place on the second and fourth Wednesday of each month at 5:30 p.m. in the Council Chambers, 6<sup>th</sup> floor of City Hall, 100 N Appleton St., Appleton, Wisconsin.

Again, should you choose not to appeal this recommendation, your application will be considered denied and an Operator's License will not be issued.

If you have specific questions relating to this matter, please contact Lt. Ben Goodin APD, at 920-832-5500.

Sincerely,

Kami Lynch  
City Clerk

From: Niemuth, Chelsea A. Chelsea.Niemuth@outagamie.org  
Subject: MRT Completion  
Date: Mar 27, 2024 at 11:04:14 AM  
To: Miguel Hulke miquelhulke00@gmail.com

Good Afternoon – I am writing this email to provide verification that Miguel Hulke completed Moral Reconciliation Therapy (MRT) on 08/22/23. Please let me know if you need any additional information. Thank you

Chelsea Niemuth  
Veteran Treatment Court Coordinator  
Mental Health Court Coordinator  
Outagamie County Criminal Justice Treatment Services  
320 S Walnut Street, Appleton WI 54911

(920) 968-4175 Fax



Name: HULKE, MIGUEL E.

DOC #: 613713 PID #: 1106759

OTCS020A

# Court Commitments

Tuesday March 26, 2024 02:27:13 PM

## Court Commitments (1 - 2 of 2)

<u>Prefix</u>	<u>JOC Seq.#</u>	<u>Rvk. Prob. Prior Cmt.</u>	<u>County</u>	<u>Case#</u>	<u>Supv. Ref. Linking Date</u>	<u>Prison Ref. Linking Date</u>	<u>Scheduled Discharge/ Termination Date</u>	<u>Status</u>	<u>Effective Date</u>	<u>Sex Offense</u>
<u>02</u>	001		Outagamie	19CF451	12/03/2019		12/03/2024	Closed	03/21/2024	No
<u>01</u>	001		Outagamie	13CF502	02/21/2014		02/21/2017	Closed	02/21/2017	No

# *Certificate of Completion*

## *Options Treatment Programs, Inc.*

*On this day, the 24<sup>th</sup> day of June, 2022*  
*We present this certificate to*

*Miguel Hulke*

*In recognition of successful completion of*

### *Cognitive Behavioral Interventions for Substance Abuse*

  
Katie Vanderheiden, MA, SAC-IT

  
Allison M Portiz, MS LPC SAC CS-IT

# GRANT TRACKING FORM



## **PART #1: Notification of Grant Funds**

(email to [jeri.ohman@appleton.org](mailto:jeri.ohman@appleton.org))

**APPLICANT DEPARTMENT:** Appleton Fire Department

**DATE:** 04/02/2024

**APPLICANT DEPARTMENT GRANT CONTACT NAME/TITLE:** Jeremy Hansen/Fire Chief

**COMMITTEE OF JURISDICTION:** Safety & Licensing Committee

**NAME OF GRANT/FUNDING SOURCE:** Firehouse Subs Foundation

**AMOUNT OF GRANT REQUEST:** \$25,500

**LOCAL MATCH REQUIREMENT:** \$ 0.00

**SOURCE OF MATCH:**  General Fund  Non-General Fund  Not Applicable

**TIMEFRAME OF GRANT:** 01/11/2024 through 04/11/2024

**TYPE OF GRANT REQUEST:**  Monetary  Other (explain under 'purpose of grant')

**PURPOSE OF GRANT (summary):** The Appleton Fire Department (AFD) is requesting grant funding to support the purchase of McGrath Video Laryngoscopes. Performing an intubation of a patient's airway with a video laryngoscope has an improved first-time success rate by 15%. The tool provides a better view of the patient's oral anatomy, making it easier to navigate anatomical variations like limited mouth openings, neck mobility, or situations where there is poor visibility. A video laryngoscope reduces the need to manipulate to the head or neck during the procedure. This is especially important when a traumatic injury is suspected. Research has shown that video laryngoscopy can help prevent clinician exposure to droplet-borne pathogens and further improve responder safety. Overall, this equipment will reduce the time to perform the lifesaving procedure, lessen the hemodynamic responses to the intubation, and reduce the responder's exposure while performing the skill.

**How does the grant meet City/Department/Program goals?** This project relates to the City's mission of being '...dedicated to meeting the needs of the community and enhancing its quality of life.' This project will assist with Goal # 2 that states 'provide the community with exceptional pre-hospital experience.'

**What are the personnel requirements (include both existing and new staff) of the grant?** There are no personnel requirements other than training on the equipment.

**DEPARTMENT HEAD SIGNATURE:** \_\_\_\_\_

## **PART #2: Request to Accept Grant Funds**

(complete after notification of grant award; email to [jeri.ohman@appleton.org](mailto:jeri.ohman@appleton.org))

**AMOUNT OF GRANT AWARD:** \$\$24,001.86 + \$64.18 (shipping)

**FEDERAL/STATE ID #:** \_\_\_\_\_

**LOCAL MATCH REQUIREMENT:** \$0

**Please describe the source of match, if applicable:** NA

**Please describe any major changes in proposed grant-funded activities:** NA

PART	TO:	DATE:	TO:	DATE:	TO:	DATE:
#1: Request to Apply	Finance Dept		COJ – Info/Action		FAC – Info/Action	
#2: Request to Accept	Finance Dept		COJ – Action		FAC – Action	

COJ = Committee of Jurisdiction

FAC = Finance and Administration Committee



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

**July 1, 2024, through June 30, 2026**

Between

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

And

**CITY OF APPLETON**

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

## RECITALS

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

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

## TERMS AND CONDITIONS

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

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

### **3.0 Participating Agency Obligations:**

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

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

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

**4.0 Required Training and Exercises:**

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

**5.0 Response Procedures and Limitations:**

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



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

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

#### **6.0 Right of Refusal:**

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

#### **7.0 Standard Operating Procedures:**

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

#### **8.0 Reimbursement of Costs**

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

#### **9.0 Reimbursement for Response Costs:**

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

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

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

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

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

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

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

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

#### **10.0 Payment for Training and Exercise Costs:**

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

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

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

#### **11.0 Reimbursement of Increased Duty Disability Costs:**

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

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

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

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

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

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

**12.0 Employer-Employee Relationship and Obligations Maintained:**

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

**13.0 Worker's Compensation:**

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

**14.0 Dual Payment:**

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

**15.0 Reasonable Efforts:**

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

**16.0 Liability and Indemnity**

16.1 Scope:

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

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

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

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

16.3 Participating Agency Indemnification of State:

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

**17.0 Insurance Obligations:**

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

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

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

**19.0 Miscellaneous**

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

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

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

- 19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.
- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
- 19.7.1 Term: This Agreement shall begin on July 1, 2024, and terminate on June 30, 2026, unless terminated earlier pursuant to Section 19.7.2.
- 19.7.2 Termination:
- 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written notice to the other Party.

- 19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:
  - 19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.
  - 19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.
  - 19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.
- 19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

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

- 19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.
- 19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.
- 19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and

permitted assigns.

- 19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.
- 19.13 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

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

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel  
Wisconsin Department of Military Affairs  
2400 Wright Street  
Madison, WI 53704

- 19.14 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.
- 19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition

contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

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

**Approving Signatures:**

**ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

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**Greg Engle, Acting Division Administrator**

**ON BEHALF OF THE CITY OF APPLETON**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

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**Jake Woodford, Mayor**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

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**Kami Lynch, City Clerk**



Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

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**Jeri Ohman, Finance Director**

**APPROVED AS TO FORM**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2024

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**Christopher Behrens, City Attorney**

## EXHIBIT A

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

#### STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

**ANTITRUST ASSIGNMENT:** The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

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

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

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

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

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

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

The state reserves the right to require higher or lower limits where warranted.

**NONDISCRIMINATION / AFFIRMATIVE ACTION:** In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

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

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

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

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

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

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

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

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

Form  
AT-106

Original Alcohol Beverage  
License Application

FOR CLERKS ONLY	
Municipality	CITY OF Appleton
License Period	2023 - 2024

License(s) Requested

- Class "A" Beer ..... \$ \_\_\_\_\_  
 Class "B" Beer ..... \$ \_\_\_\_\_  
 "Class C" Wine ..... \$ \_\_\_\_\_  
 Reserve "Class B" Liquor \$ \_\_\_\_\_
- "Class A" Liquor ..... \$ 450  
 "Class B" Liquor ..... \$ \_\_\_\_\_  
 "Class A" Liquor (Cider Only) \$ \_\_\_\_\_  
 "Class B" (Wine Only) Winery \$ \_\_\_\_\_

License Fees	\$ 450
Publication Fee	\$ 60
Background Check	\$ 28
<b>Total Fees</b>	<b>\$ 538</b>

Part A: Premises/Business Information		
1. Legal Business Name (registered entity name or individual's name if sole proprietorship) True North Energy, LLC		
2. Trade Name or DBA True North Energy #822		
3. Premises Address 3411 N. Ballard Rd., Appleton, WI 54911		
4. County Outagamie	5. Municipality Appleton	6. Aldermanic District 7
7. Mailing Address (if different from premises address) 10346 Brecksville Rd., Brecksville, OH 44141		
8. FEIN [REDACTED]	9. Wisconsin Seller's Permit Number 456103080682502	
10. Premises Phone (440) 792-4200	11. Premises Email dniese@truenorth.org	
12. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization		
13. Premises Description - Describe the building or buildings where alcohol beverages are to be sold and stored. Describe 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 in this application. Attach additional sheets if necessary. Convenience store with Coolers, manager's office for storing records on site, beer, alcohol, and liquor are sold at front counter.		

Part B: Questions
1. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit a copy of Responsible Beverage Server Training Course Certificate. . . . . <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Does the applicant business or its partners, officers, directors, managing members, or agent hold a direct or indirect interest in any alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.

**Part C: For Corporate/LLC Applicants Only**

1. State of Registration Delaware		2. Date of Registration 08/13/99	
3. Is the applicant business owned by another corporation or LLC? If yes, please provide the name and FEIN of the parent company below, include parent company members in Part D, and attach Form AT-103 for all of the parent company's principal members, managers, officers, or directors . . . . . <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Name of Parent Company		FEIN of Parent Company	
4. Does the parent company or any of its officers, directors, managing members, or agent hold any direct or indirect interest in any other alcohol beverage wholesaler or producer (e.g., brewer, brewpub, winery, distillery)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, please explain using the space below. Attach additional sheets if necessary.			
5. Agent's Last Name Knox		Agent's First Name Michelle	Phone (920) 810-8679

**Part D: Individual Information**

A Supplemental Questionnaire, Form AT-103, must be completed and attached to this application for each person involved in the applicant business and any parent company as indicated in Part C. Persons in the applicant business include: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all managing members and agent of a limited liability company.

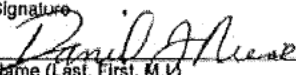
List the full name, title, and phone number for each person below. Attach additional sheets if necessary.

Last Name	First Name	Title	Phone
see attached			

**Part E: Attestation**

Who must sign this application?  
 • sole proprietor      • one general partner of a partnership      • one corporate officer      • one managing member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 		Date 3-28-24	
Name (Last, First, M.I.) Niese, Daniel, J			
Title CFO		Email [REDACTED]	Phone [REDACTED]

**Part F: For Clerk Use Only**

Date application was filed with clerk 3/28/2024	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		

# 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 OUTAGAMIE  
 City

The undersigned duly authorized officer/member/manager of TRUE NORTH ENERGY, 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 TRUE NORTH #822  
(Trade Name)

located at 3411 N. BALLARD RD. APPLETON, WI 54911

appoints MICHELLE A. KNOX  
(Name of Appointed Agent)  
W1224 HARVESTORE ROAD, BRILLION, WI 54110  
(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).

SEE ATTACHED

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? 37 YEARS

Place of residence last year W1224 HARVERSTORE ROAD, BRILLION, WI 54110

For: TRUE NORTH ENERGY, LLC  
(Name of Corporation / Organization / Limited Liability Company)

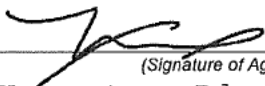
By: \_\_\_\_\_  
(Signature of Officer / Member / Manager)

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, MICHELLE A. KNOX, 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.

 03/27/2024 Agent's age       
(Signature of Agent) (Date)  
W1224 Harvestore Rd, Brillion, WI 54110 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)



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

# REQUEST for Alcohol License Premises Amendment

<b>FEES ARE NON-REFUNDABLE</b>		Date Received <u>FEB 29 2024</u>
License Fee	\$10.00/event	Acct: <b>CLCAGP</b>
Receipt	<u>6418-04</u>	

Sent for review MAR 01 2024

SECTION 1 - LICENSE INFORMATION				
Name of Establishment <u>OB'S BRAU HAUS</u>				
Address of Establishment <u>523 + 525 W. COLLEGE AVE, APPLETON, WI, 54911</u>				
Name of Agent <u>CHRISTOPHER WELLS</u>			Phone Number	
SECTION 2 - PREMISES AMENDMENT				
Please describe the change in premises: *A drawing/diagram of the proposed area must also be submitted with this application.* <u>TO ADD FOUR PICNIC TABLES FOR DINING OUTDOORS PRINKS OUTSIDE IN FRONT OF OB'S BRAU HAUS FROM 4P-10P (THIS IS IN ADDITION TO THE EXISTING PREMISES DESCRIPTION)</u>				
Is this change Permanent?		If this is temporary please specify the reason for the amendment:		
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		<u>WOULD BE DURING SPRING/SUMMER/FALL MONTHS (TABLES WOULD BE MOVED ON 'OFF' MONTHS + SPECIAL EVENTS)</u>		
Please list the date(s) and time(s) that this temporary premises amendment will be utilized: <u>MARCH - OCTOBER FROM 4PM - 10PM</u>				
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: <u>[Signature]</u>				
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







PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit #: 23-137-A
Effective Date: 8/17/23
Expiration Date: 06/30/2024
Fee: \$40.00
Paid (yes or no): YES/5407-0004

Rev. 04-10-15

Applicant Information

Name (print): CHRISTOPHER NEUS Company: OB'S BRAU HAUS / NAC LLC
Address: 523 W COLLEGE AVE Telephone: FAX: N/A
Applicant Signature: Date: 7/26/23

Occupancy Information

General Description: PICNIC TABLES (WOODEN) w/ ATTACHED BENCH SEATING
Street Address: 523/525 W COLLEGE AVE Tax Key No.:
Street: From: To:
Multiple Streets:

(Department use only)

Table with 3 columns: Occupancy Type, Sub-Type, Location. Includes options like Permanent (\$40), Temporary - max. 35 days (\$40), etc.

Additional Requirements

- Plan/Sketch, Certificate of Insurance, Bond, Other

Traffic Control Requirements

Type of Street: Arterial/CBD, Collector, Local
Proposed Traffic Control: City Manual Page(s), State Manual Page(s), Other (attach plan)
Approved by: Date:

Contact Traffic Division (832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure.
Additional Requirements:

Division 4 Design Standards; Sec. 23-522 and Page 659 too

This permit approval is subject to the following conditions:

- 1. Permittee is responsible to obtain any further permits that may be required as part of this occupancy.
2. Permittee shall adhere to any plan(s) that were submitted to the City of Appleton as part of this application.
3. This permit is subject to IMMEDIATE REVOCATION and/or issuance of a MUNICIPAL CITATION if conditions of the permit are not met.
4. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the occupancy is permitted.

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warrants that all street occupancies will be performed in conformity to City ordinances, standards and policies, be properly barricaded and lighted, and be performed in a safe manner.

The Grantee shall guarantee at their expense, the repair or replacement of pavement, sidewalk and any other facilities within the public right-of-way damaged or destroyed by the Grantee or any sub-contractor working for them.

APPROVED BY: [Signature] DATE: 8/17/2023
(Department of Public Works)

**Insurance and Bond Coverage:**

Insurance Carrier: BADGER MUTUAL

Insurance Agent Name and Phone Number: GUNDY & THEIL Insurance (920) 789-6241

Policy Number: 04767-69776

Policy Period: 6 9/1/22 - 9/1/23

\* Bond Carrier: \_\_\_\_\_

\* Bond Agent Name and Phone Number: \_\_\_\_\_

\* Bond Number: \_\_\_\_\_

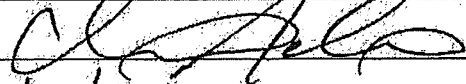
\* Bond Period: \_\_\_\_\_

I confirm that I have the authority to sign and certify the information contained herein as the permittee/licensee or duly authorized representative of the entity obtaining this permit/license. I have reviewed and understand the insurance and bonding requirements of the City of Appleton. I hereby certify that I, or the company I represent have insurance and a bond in the amounts required to obtain this permit/license. I have named the City of Appleton as an additional Insured for purposes of this permit/license and have provided the name of my insurance and bond carriers, the policy numbers and policy periods above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify against any and all liability, loss, damage and expenses and costs including attorneys' fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant, anyone directly or indirectly employed by any of them, which may arise from the use of city right of way or property under this permit or license.

I certify that this application, and all information and documentation provided therein, is true and accurate.

Company Name: NAC LLC

Print Name: CHRISTOPHER A NEALS

Signature: 

Date: 7/18/23

\* Bonds are required for the following types of work only:

- Plumbing in the public right-of-way: \$5,000.00 Permit Bond (Code Section 4-265)
- Demolition of Buildings: \$5,000.00 Permit Bond (Code Section 4-188(a)(2))
- Sewer lateral sealing in the public right-of-way: \$5,000.00 Permit Bond (Code Section 4-188(c))
- Moving of Buildings: \$5,000.00 Permit Bond (Code Section 4-207(5))
- Cement Finisher's License: \$5,000.00 License Bond (Municipal Code Section 9-33)
- Excavation or place facilities in the public right-of-way: \$5,000.00 Permit Bond (Code Section 16-110)



FOUR TOTAL  
PICNIC TABLES w/ ATTACHED SEATING



patio heaters on sidewalk



PERMIT TO OCCUPY THE PUBLIC RIGHT-OF-WAY

Permit #: 23-123-A
Effective Date: 7/20/23
Expiration Date: 06/30/2024
Fee: \$40.00
Paid (yes or no): yes/5375-0003

Rev. 04-10-15

Applicant Information

Name (print): CHRISTOPHER NELLS
Company: OB'S BRAU HAUS / NAC LLC
Address: 523/525 W COLLEGE AVE.
Appleton, WI, 54911
Telephone:
FAX: NA
e-mail:
Applicant Signature: [Signature]
Date: 7/12/23

Occupancy Information

General Description: Patio heaters on sidewalk, close to building
Street Address:
Tax Key No.:
Street: From: To:
Multiple Streets:

(Department use only)

Table with columns: Occupancy Type, Sub-Type, Location. Includes checkboxes for Permanent, Temporary, Amenity/Annual, Blanket/Annual, Block Party, Sandwich Board, Tables/Chairs, Dumpster, POD/Container, Obstruction/Other, Sidewalk, Terrace, Roadway.

Additional Requirements

Plan/Sketch
Certificate of Insurance
Bond
Other:

Traffic Control Requirements

Type of Street: Arterial/CBD, Collector, Local
Proposed Traffic Control: City Manual, State Manual, Other
Approved by:
Date:
Contact Traffic Division (832-2379) 1 business day prior to any lane closure, or 2 business days prior to a full road closure.

This permit approval is subject to the following conditions:

- 1. Permittee is responsible to obtain any further permits that may be required as part of this occupancy.
2. Permittee shall adhere to any plan(s) that were submitted to the City of Appleton as part of this application.
3. This permit is subject to IMMEDIATE REVOCATION and/or Issuance of a MUNICIPAL CITATION If conditions of the permit are not met.
4. This permit is subject to IMMEDIATE REVOCATION if unfavorable traffic conditions develop during the period the occupancy is permitted.
5.
6.

This permit is issued to the applicant upon payment of the permit fee and is expressly limited to the location and type described herein. The applicant, in exchange for receiving this permit, warrants that all street occupancies will be performed in conformity to City ordinances, standards and policies, be properly barricaded and lighted, and be performed in a safe manner.

The Grantee shall guarantee at their expense, the repair or replacement of pavement, sidewalk and any other facilities within the public right-of-way damaged or destroyed by the Grantee or any sub-contractor working for them.

APPROVED BY: [Signature]
DATE: 7/20/23
(Department of Public Works)



# *OB's* Brau Haus

Gastro · Brew · Pub · Nightlife



**Insurance and Bond Coverage:**

Insurance Carrier: BADGER MUTUAL

Insurance Agent Name and Phone Number: QUINCY THIEL Insurance (920) 759-6241

Policy Number: 04767-69770

Policy Period: 6 9/1/22 - 9/1/23

\* Bond Carrier: \_\_\_\_\_

\* Bond Agent Name and Phone Number: \_\_\_\_\_

\* Bond Number: \_\_\_\_\_

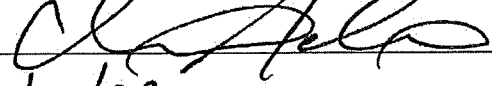
\* Bond Period: \_\_\_\_\_

I confirm that I have the authority to sign and certify the information contained herein as the permittee/licensee or duly authorized representative of the entity obtaining this permit/license. I have reviewed and understand the insurance and bonding requirements of the City of Appleton. I hereby certify that I, or the company I represent have insurance and a bond in the amounts required to obtain this permit/license. I have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance and bond carriers, the policy numbers and policy periods above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify against any and all liability, loss, damage and expenses and costs including attorneys' fees arising out of the activities performed as described herein, caused in whole or in part by any negligent act or omission of the applicant, anyone directly or indirectly employed by any of them, which may arise from the use of city right of way or property under this permit or license.

I certify that this application, and all information and documentation provided therein, is true and accurate.

Company Name: NAC LLC

Print Name: CHRISTOPHER A NEELS

Signature: 

Date: 7/18/23

\* Bonds are required for the following types of work only:

- Plumbing in the public right-of-way: \$5,000.00 Permit Bond (Code Section 4-265)
- Demolition of Buildings: \$5,000.00 Permit Bond (Code Section 4-188(a)(2))
- Sewer lateral sealing in the public right-of-way: \$5,000.00 Permit Bond (Code Section 4-188(c))
- Moving of Buildings: \$5,000.00 Permit Bond (Code Section 4-207(5))
- Cement Finisher's License: \$5,000.00 License Bond (Municipal Code Section 9-33)
- Excavation or place facilities in the public right-of-way: \$5,000.00 Permit Bond (Code Section 16-110)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Thiel Insurance Group, LLC 620 N Richmond Street Appleton WI 54911		<b>CONTACT NAME:</b> Cindy Casey <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> cindyc@thielinsurancegroup.com	
<b>INSURED</b> NAC LLC Appleton WI 54915		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Badger Mutual Insurance Co <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL2371802307 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			00767-69770	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			00767-69770	09/01/2022	09/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	00767-69770	09/01/2022	09/01/2023	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**City of Appleton Dept of Public Works  
100 N Appleton Street

Apleton

WI 54911

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10 per event + \$7 (applicant background investigation fee)

Application Date: 03/13/2024

Town  Village  City of Appleton

County of Outagamie

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 06/04/2024 and ending 06/04/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

- Bona fide Club  Church  Lodge/Society  
 Veteran's Organization  Fair Association or Agricultural Society  
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Fox Cities Chamber Foundation

(b) Address 125 N Superior Street

(Street)

Town  Village  City

(c) Date organized 09/26/1976

(d) If corporation, give date of incorporation 09/26/1976

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Rebecca Bartoszek

Vice President Tom Lehr

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

(g) Name and address of manager or person in charge of affair: Tom Lehr

(g)1. Date of Birth: ~ ..

(g)2. Drivers License #: \_\_\_\_\_

J. F

Phone: \_\_\_\_\_

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 125 N Superior Street

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? Yes

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: \_\_\_\_\_

### 3. Name of Event

(a) List name of the event Chamber Time Capsule Ceremony

(b) Dates of event 06/04/2024

### DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

[Signature]  
(Signature / Date)

Fox Cities Chamber Foundation  
(Name of Organization)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Committee \_\_\_\_\_

Date Granted \_\_\_\_\_

License No. \_\_\_\_\_

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10 per event + \$7 (applicant background investigation fee)

Application Date: 3/6/2024

Town  Village  City of Appleton

County of Outagamie

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 06/06/2024 and ending 8/29/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

- Bona fide Club  Church  Lodge/Society  
 Veteran's Organization  Fair Association or Agricultural Society  
 Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Appleton Downtown, Inc.

(b) Address 333 W. College Ave., Suite 100, Appleton, WI 54911

(Street)

Town  Village  City

(c) Date organized 04/02/1993

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Lyssa King, 211 W. College Ave., Appleton, WI 54912

Vice President Steve Lonsway, 1004 S. Olde Oneida St., Appleton, WI 54911

Secretary Kolby Knuth, 901 S. Lawe St., Appleton, WI 54915

Treasurer Tom Klister, 229 E. Washington St., Appleton, WI 54911

(g) Name and address of manager or person in charge of affair: Jennifer Stephany

(g)1. Date of Birth. \_\_\_\_\_

(g)2. Drivers License # \_\_\_\_\_

(g)3. Email \_\_\_\_\_

Phone: \_\_\_\_\_

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 301 W. Lawrence St., Appleton, WI 54911

(b) Lot \_\_\_\_\_ Block \_\_\_\_\_

(c) Do premises occupy all or part of building? Full use of Jones Park area

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Full use of Jones Park area

### 3. Name of Event

(a) List name of the event Heid Music Summer Concert Series

(b) Dates of event Every Thursday from 06/06/2024 through 08/29/2024, excluding 07/04/2024

### DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer Jennifer Stephany

(Signature / Date)

Appleton Downtown, Inc.

(Name of Organization)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Committee \_\_\_\_\_

Date Granted \_\_\_\_\_

License No. \_\_\_\_\_

# Application for Temporary Class "B" / "Class B" Retailer's License

See Additional Information on reverse side. Contact the municipal clerk if you have questions.

FEE \$ 10 per event + \$7 (applicant background investigation fee)

Application Date: 03/21/2024

Town  Village  City of Appleton

County of Outagamie

The named organization applies for: (check appropriate box(es).)

A Temporary Class "B" license to sell fermented malt beverages at picnics or similar gatherings under s. 125.26(6), Wis. Stats.

A Temporary "Class B" license to sell wine at picnics or similar gatherings under s. 125.51(10), Wis. Stats.

at the premises described below during a special event beginning 05/03/2024 and ending 05/03/2024 and agrees to comply with all laws, resolutions, ordinances and regulations (state, federal or local) affecting the sale of fermented malt beverages and/or wine if the license is granted.

### 1. Organization (check appropriate box) →

Bona fide Club

Church

Lodge/Society

Veteran's Organization

Fair Association or Agricultural Society

Chamber of Commerce or similar Civic or Trade Organization organized under ch. 181, Wis. Stats.

(a) Name Thompson Center on Lourdes

(b) Address 2331 E. Lourdes Drive, Appleton, WI 54915

(Street)

Town

Village

City

(c) Date organized 05/10/2018

(d) If corporation, give date of incorporation \_\_\_\_\_

(e) If the named organization is not required to hold a Wisconsin seller's permit pursuant to s. 77.54 (7m), Wis. Stats., check this box:

(f) Names and addresses of all officers:

President Aoibh Greene 4126 Cobble Creek Drive, Appleton, WI 54913

Vice President Ray Zuelke 138 Ombre Rose Dr., Combined Locks, WI 54113

Secretary Greg Bell W4961 Cottage Lane, Sherwood, WI 54169

Treasurer Colny Gretzinger 2609 Beechwood Ct., Appleton, WI 54911

(g) Name and address of manager or person in charge of affair: Djuanna Kath, 2331 E. Lourdes Drive, Appleton

(g)1. Date of Birth: \_\_\_\_\_

(g)2. Drivers License #: \_\_\_\_\_

(g)3. \_\_\_\_\_

Phon \_\_\_\_\_

### 2. Location of Premises Where Beer and/or Wine Will Be Sold, Served, Consumed, or Stored, and Areas Where Alcohol Beverage Records Will be Stored:

(a) Street number 2331 E. Lourdes Drive, Appleton - St. Bernadette Center

(b) Lot \_\_\_\_\_

Block \_\_\_\_\_

(c) Do premises occupy all or part of building? No

(d) If part of building, describe fully all premises covered under this application, which floor or floors, or room or rooms, license is to cover: Fellowship Hall (cafeteria) - lower level of St. Bernadette Center

### 3. Name of Event

(a) List name of the event Thompson Center on Lourdes - Senior Prom Event

(b) Dates of event 03/21/2024 05/3/2024

### DECLARATION

An officer of the organization, declares under penalties of law that the information provided in this application is true and correct to the best of his/her knowledge and belief. Any person who knowingly provides materially false information in an application for a license may be required to forfeit not more than \$1,000.

Officer

Djuanna Kath 3.22.24  
(Signature / Date)

Thompson Center on Lourdes

(Name of Organization)

Date Filed with Clerk \_\_\_\_\_

Date Reported to Committee \_\_\_\_\_

Date Granted \_\_\_\_\_

License No. \_\_\_\_\_

# Appleton Fire Department 2023 Annual Report





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## Our Mission

With our partners, the Appleton Fire Department protects the community with exceptional service.

## Our Vision

Pursuing excellence and enhancing the quality of life in Appleton and our regional community.

**Partnership | Respect | Integrity | Diversity | Excellence**



# Message From The Fire Chief

It is my pleasure to present the 2023 Appleton Fire Department Annual Report. This report provides history, activities, and the resulting statistical data for the year. This data is continuously examined throughout the year and is utilized to enhance our service delivery to the community. We are privileged to serve each citizen and visitor in our community, and we are exceptionally proud to provide the highest level of fire, emergency medical, hazardous materials, water rescue, and technical rescue emergency response. In conjunction with our fire inspection, prevention, and public education programming, we strive each day to meet our mission of protecting the community with exceptional service.

The men and women of the Fire Department responded to 6,993 calls for service. In 2023, a total of 5,322 were for medical emergencies. Emergency medical services response accounts for 76.9% of the fire department's calls for service. Since 2018, there was a 28.1% increase in total call volume, which includes a 37.1% increase in medical emergencies. As our community continues to grow and our environment changes, our responsibility to provide the highest level of service is unyielding. The Appleton Fire Department, and the services we provide, will continue to adapt and improve to effectively meet the challenges found within our community.



A handwritten signature in black ink, appearing to read 'J. Hansen'.

Jeremy J. Hansen  
Fire Chief





# Department Information

The Appleton Fire Department provides 24/7/365 emergency services to the City of Appleton residents, along with regional partnerships for automatic aid for fire response with Grand Chute Fire Department and Neenah-Menasha Fire Rescue, and mutual aid with agencies in Outagamie, Winnebago, and Calumet Counties. We utilize Outagamie County Sheriff's Department for dispatching of all calls.

We operate out of six strategically located fire stations throughout the city. Each of these stations has a designated fire district. The department is organized into five engine companies, one ladder company, one quint company, and one command vehicle.

Trained personnel cross-staff a technical rescue unit, two water rescue boats, a rapid response light rescue unit, and a regional hazardous materials unit. The Appleton Fire Department also utilizes management staff to serve additional command roles during emergency incidents.



## Fire Station 1

700 N Drew St.

**Staffing:** 2 Apparatus,  
8 Firefighters



## Fire Station 4

724 E Greenfield St.

**Staffing:** 1 Apparatus,  
3 Firefighters



## Fire Station 2

1801 S Matthias St.

**Staffing:** 1 Apparatus,  
3 Firefighters



## Fire Station 5

1701 W Brewster St.

**Staffing:** 1 Apparatus,  
3 Firefighters



## Fire Station 3

801 W Grove St.

**Staffing:** 1 Apparatus,  
3 Firefighters



## Fire Station 6

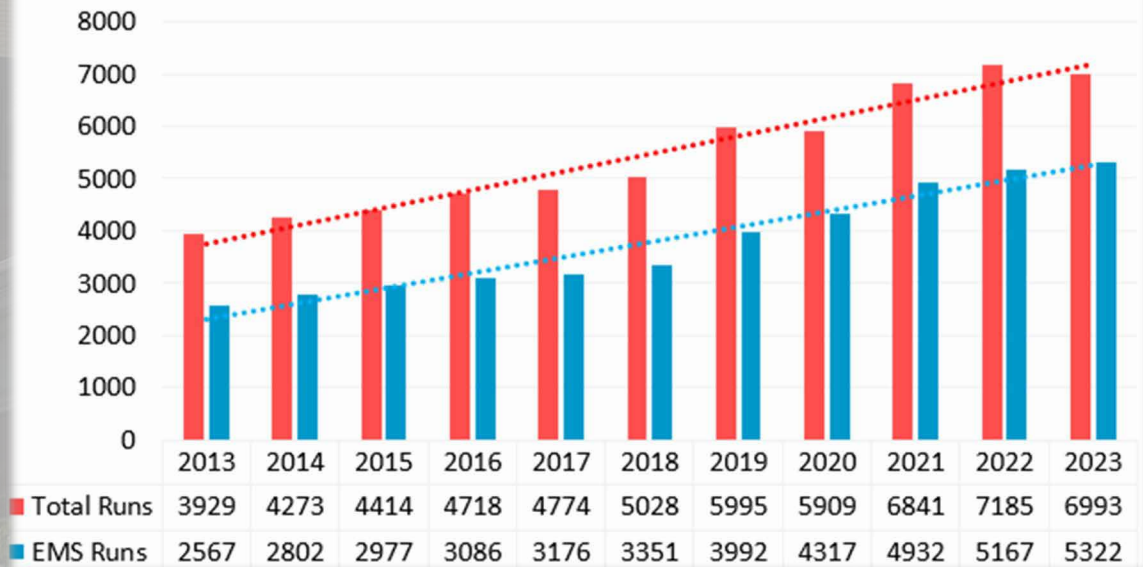
4930 N Lightning Dr.

**Staffing:** 1 Apparatus,  
4 Firefighters



# Call Volume

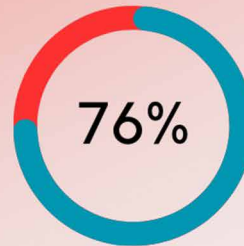
## 10 Year Call Volume



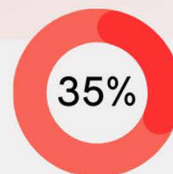
Total Fires	123
Overpressure/Overheat	35
Total EMS and Rescue Calls	5,322
Hazardous Conditions	242
Service Calls	326
Good Intent Calls	361
Total False Alarms	581
Special Incident Type	3
<b>Total Calls</b>	<b>6,993</b>

## 6,993 CALLS TO SERVICE

192 call decrease from 2022



Of the 6,993 calls, 76% were medical calls.



The primary type of fire call reported was building fires.



The primary type of medical call reported was falls.

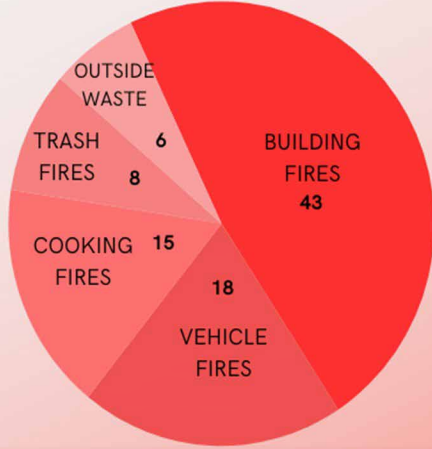


False alarm responses were our second highest reason for calls.



# Significant Events

## TOP 5 FIRE RESPONSES



### 2220 East Downs Ridge (June)

Estimated \$1,000,000 loss of property and contents.

### 1121 West Elsie Street (December)

Estimated \$600,000 loss of property and contents.

One patient treated for minor injuries.

### 3209 & 3211 East Canary Street (December)

Estimated \$275,000 loss of property and contents.

Three pets rescued.

### 108 Northbreeze Drive (July)

Estimated \$250,000 of property and contents.

### 2704 East Theodore Lane (June)

Estimated \$190,000 loss of property and contents.

### 206 South Fidelis Street (July)

Estimated \$175,000 loss of property and contents.

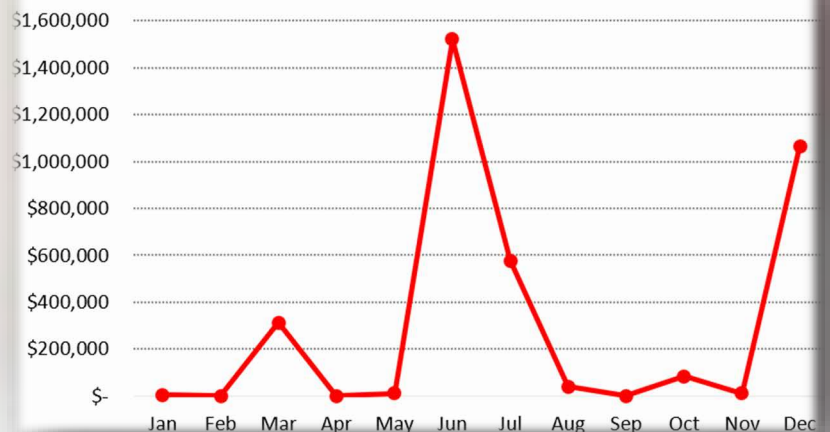
### 801 West Hawes Avenue (March)

Estimated \$150,000 loss of property and contents.

### 1513 North Charlotte Street (March)

Estimated \$150,000 loss of property and contents.

Fire Loss





# Fire Suppression



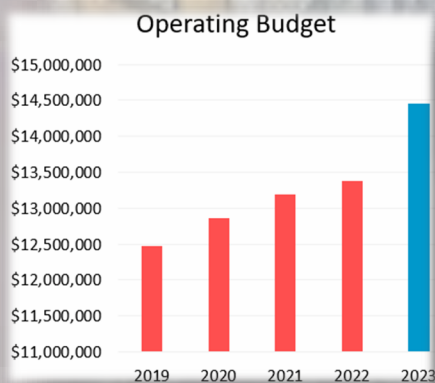
**Ryan Weyers**  
**Deputy Chief**

The Operations Division of the Appleton Fire Department is the largest division of the department and is under the direct supervision of Deputy Fire Chief Ryan Weyers. This division is charged with enhancing the quality of life to our community by providing a safe and healthy environment through our response. We responded to 6,993 calls in 2023.

In 2023, we received four new support vehicles that will be utilized for command staff, maintenance, and water rescue response. The new vehicles will be located at Station 1 and Station 6 and will provide support response throughout the community.

We also prepared to add additional automatic aid for fire responses in the City of Appleton to include Fox Crossings Fire Department, Little Chute Fire Department, and Kimberly Fire Department. The addition of this automatic aid in 2024 will help provide much needed staffing to provide a more robust fire response in the City of Appleton.

The Appleton Fire Department takes pride in our state-of-the-art apparatus. A new pumper was ordered, and we prepared specifications for a new ladder truck to maintain all front-line apparatus within a 15-year replacement schedule. The fire department fleet is maintained by the City's Central Equipment Agency (CEA) Mechanic.





# Resource Development



**Joe Kozikowski**  
**Battalion Chief**

Battalion Chief Joe Kozikowski oversees training, special operations, and resource development. Newly promoted to this position in 2023, BC Kozikowski brings with him nineteen years of fire service experience, fifteen of those with the Appleton Fire Department. During his time with AFD, he has been heavily involved with training and is also an experienced member of the HazMat Team, Technical Rescue Team, Swift Water Rescue Team, and is a Rescue Specialist with Wisconsin Task Force One.

In the heat of the summer, the largest recruit class we have seen in fourteen years was conducted. For six weeks, recruits honed their skills in firefighting techniques, emergency response, and life-saving procedures. The training emphasized teamwork, discipline, and physical fitness, molding recruits into a cohesive unit ready to face any challenge. These recruits demonstrated exceptional aptitude and a passion for public service. At the end of June, we proudly welcomed six outstanding individuals to our firefighting family.





# Special Operations

**Water Rescue:** The need was identified to bolster our Swift Water Rescue Team participants. Many of the members promoted to Officer positions; making them more likely to be in a command role than that of a swimmer. To address this, we contracted with the Regional All Climate Training Center (REACT) to provide training for new members. Thirteen firefighters completed a pre-course swim test and spent forty hours of physically demanding training in the Fox River during peak flows, where they learned to identify hazards, navigate obstacles, conduct rope-based rescues, and make rescue swims through rough waters during the week. All members successfully passed the course. The fire department was able to provide each of these members with individually issued swift water rescue suits that they carry with them daily.

**Technical Rescue:** Training for trench rescue was conducted on land provided by the city's Department of Community and Economic Development in a trench that was dug by the Department of Public Works and utilizing an equipment cache provided by Fox Valley Technical College. Thanks to this collaboration, our firefighters along with firefighters of Kaukauna Fire & Rescue were able to refresh on this highly technical skill set. Trench rescues are a low frequency/high risk type of rescue that requires coordination of multiple departments to provide the necessary equipment and personnel to affect a safe rescue.

**Hazardous Materials:** Our Hazardous Materials Team continues to be active with both responses and training. Thanks to grant funding, team members were able to learn about emerging threats from one of the country's foremost experts in hazardous materials response. Members of the team's Radiological Emergency Group participated in a FEMA evaluated exercise related to response to a nuclear power plant disaster. With a collaboration of grant funding the department's HazMat Team was able to add a Red Wave Meter to its equipment cache. This meter was the state's first field deployable gas capable mass spectrometer and is used when identifying unknown substances.

**Wisconsin Task Force One (WI-TF1):** Twelve firefighters are also members of WI-TF1, a team of highly capable technical rescue personnel that are willing to respond across the state and country to large disasters. Members travel quarterly to the Regional All Climate Training Center (REACT) located at Volk Field Air National Guard Base. Here members of various fire departments come together as one team and take part in some of the most intensive training available to firefighters in the country. Several of our firefighters have become so well versed in the skill sets needed that they hold instructing, managing, or squad boss positions on the task force.

# Emergency Medical Services

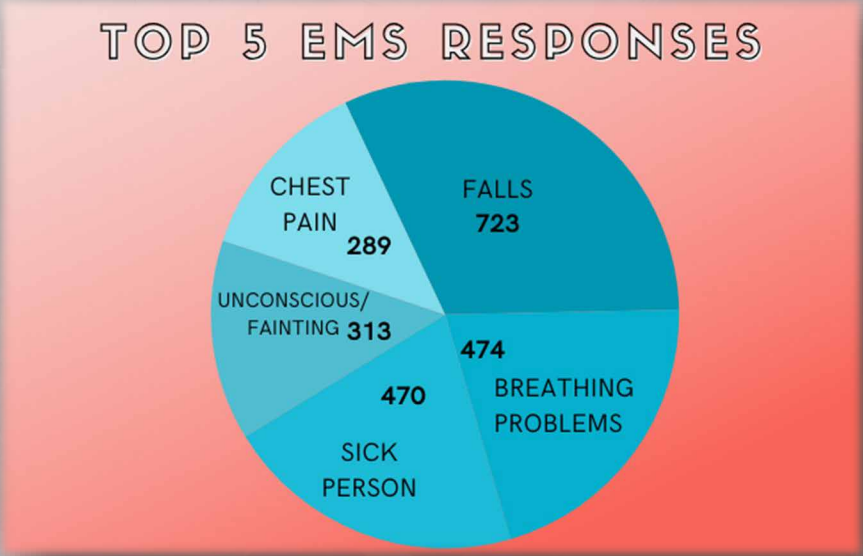


This year we welcomed Ryan Homman as our Battalion Chief of Emergency Medical Services (EMS). He manages all aspects of emergency medical services. He oversees protocol development, implements performance improvement initiatives, and provides data-driven education. He also supports the needs of our firefighters as our department focuses on upgrading our medical care to the level of paramedic.

He comes to AFD with invaluable experiences at the City of Oshkosh Fire Department, City of Antigo Fire Department, Flight for Life, and the Village of Kimberly Fire Department. These roles have equipped him with the perspective, knowledge, and passion essential for success in this new position.

**Ryan Homman**  
**Battalion Chief**

Following a nationwide trend, our largest call volume is attributed to EMS, making it a central and demanding aspect of our operations. In 2023, 76% of our calls were medical related. Through ongoing collaboration with community resources and healthcare partners, we are dedicated to finding ways to enhance the health, safety, and resilience of our community. The data outlined in this report underscores the significant opportunities we have to make a positive impact.





# Prevention & Public Education

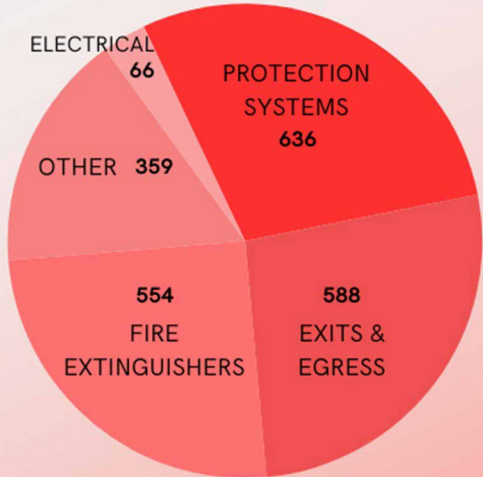
This was another excellent year for the Fire Prevention and Public Education Division. We were able to interact with over 29,000 people during public education and relations events. Another year of high-quality inspections was completed. Inspectors found 3,124 violations this year while completing 4,605 total inspections. A total of 68 fire protection plan reviews were completed with a 90% completion rate within 14 days. Design was completed on a new reporting system for fire investigations. Investigators will now use ImageTrend as their records management and reporting platform.



**Derek Henson**  
**Battalion Chief**



## TOP 5 VIOLATIONS





# Awards, Recognition and Promotions

## Department Awards

### EMS Life Saving

Matt Gerrits (x2)

Andy Lane

Eric Winger

Cody Walesh

Darrin Butry

Andy Patz

Doug Vrechek

Todd Bean (x2)

Chad Johnson (x2)

Jeremiah Detert

Chad Donnay

Nate Milhans

Steve Jahr

Cody Peabody

Michelle Neeck-Lappen

Jordan Augsburger

Brian Cook

Troy Carpenter

Mike Becker

## Distinguished Service

Cory Asimus

## Life Saving Award

Matt Gloudemans

## Meritorious Unit

Matt Gerrits

Kelly Lynch

Matt Gloudemans

## Citizen Awards

### Citizen Award of Merit

Adam Vervoort

### Good Samaritan Award

Robert Golla

Sam Lorge

Tina Vosters

Amy Zimmerman

Amy Rappert



## Promotions

### Battalion Chief

Joe Scott

Rick James

Doug Vrechek

Joe Kozikowski

### Captain

Steve Unruh

Justin Brown

### Lieutenant

Brad Brautigam

Ben Lee

Adam Hansen

Ryan Lee

### Driver/Engineer

Matt Dercks

Adam Paiser

Chris Britzke

Casey Kostechka

Michael Wirtz

### Firefighter/Inspector

Travis Nate

Cody Peabody

Tyler Linehan

## 2023 Interns

Luis Acosta

Chad Perrizo

Josh Sasman

Anthony Wegner

Aiden Olmsted



# New Employees



Battalion Chief  
Ryan Homman



Firefighter  
Leighton Myers



Firefighter  
Jack Merrill



Firefighter  
Griffin Kintopf



Firefighter  
Doug Jacobs



Firefighter  
Luis Acosta



Firefighter  
Ty Davis





# Retirements



Battalion Chief  
Shannon Young  
1989-2023



Battalion Chief  
Ethan Kroll  
1991-2023



Battalion Chief  
Jeffrey Felauer  
1993-2023



Lieutenant  
Michelle Bialas  
1996-2023



Lieutenant  
Brad Brautigam  
2003-2023



Firefighter  
Timothy Lutz  
2001-2023



Firefighter  
Keegan Murphy  
2013-2023

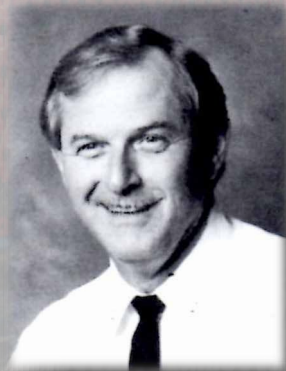


Training/  
Resource  
Specialist  
Ed King  
2017-2023

# In Memoriam



Capt. Everett Steele  
1958-1983



Capt. Bruce Sim  
1973-2000



B/C John Wicinske  
1973-2001



# Fire Department Staff

**Fire Chief** Jeremy Hansen

**Deputy Chief** Ryan Weyers

**Assistant to the Fire Chief** Sharon Brochtrup

## Support Staff:

**Fire Inspector** Jose Saldivar

**Public Education Specialist/Fire Inspector** Alex Quintana

**Administrative Assistant** Nancy Wilcox

**Clerical Assistant** Natasha Eversen

**Central Equipment Agency Mechanic** Jeremy Rycerz

## Battalion Chiefs

Joe Scott

Rick James

Doug Vrechek

Joe Kozikowski

Derek Henson

Ryan Homman

## Captains

Jeff Nelessen

Jason Lee

Scott Pelkin

Jake Kirchner

Steve Unruh

Justin Brown

## Lieutenants

Chad Rucynski

Jeremy Hotynski

Bill Calaway

Todd Bean

Greg Cullen

Jerry Borski

Corby Henkel

Ben Lee

Tim Meyer

Michael Becker

Adam Galica

Matt Gerrits

Michael Hietpas

Adam Hansen

Ryan Lee

## Driver Engineers

Darrin Butry

Bryan Knauer

Brian Cook

Scott Karpinski

Michelle Neeck-

Lappen

Kraig Kasten

Gary Awe

Dave Reigles

Andy Patz

Chad Johnson

Mark Deslauriers

Tyler Zunker

Andrew Dobbe

Andrew Lane

Andrew Webb

Troy Kinley

Matt Dercks

Adam Paiser

Chris Britzke

Casey Kostechka

Michael Wirtz

## Firefighter/ Inspectors

Jeremiah Detert

Nate Milhans

Eric Winger

Travis Nate

Cody Peabody

Tyler Linehan

## Firefighters

Todd Hendricks

Kelly Lynch

Mike Wiese

Tyler Mickelson

Riley Kubisiak

Tim Damrow

Steve Jahr

Bart Rakun

Jordan Ross

David Hammer

Chad Donnay

Matt Gloudemans

Cody Walesh

Bryce Sternhagen

Kyle Zuleger

Alex Smith

Tim Verstegen

Cole Nelson

Tyler Rusch

Lukas Syrjamaki

Jake Laack

Ryan Monaghan

Devin Halbach

Troy Carpenter

Cory Asimus

Jordan Augsburger

Lucas Vanden Heuvel

Jason Karpinski

Leighton Myers

Jack Merrill

Griffin Kintopf

Doug Jacobs

Luis Acosta

Ty Davis

