



City of Appleton

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

Meeting Agenda - Final-revised Safety and Licensing Committee

Wednesday, August 9, 2023

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

2. Pledge of Allegiance

3. Roll call of membership

4. Approval of minutes from previous meeting

[23-0940](#) Safety & Licensing Committee Minutes from 07/26/2023

Attachments: [S&L Minutes 07-26-23.pdf](#)

5. **Public Hearing/Appealances**

6. **Action Items**

[23-0982](#) Alcohol License Suspension Hearing for BT & DAVE, LLC DBA:
Speakeasy Ultra Lounge, Theodore Sues, Agent

Attachments: [Complaint - Speakeasy 8-4-23.pdf](#)

[Summons - Speakeasy 8-4-23.pdf](#)

[Speakeasy Stipulation.pdf](#)

[23-0824](#) Fire Department Service Agreement for Gold Cross Ambulance

Attachments: [Service Agreement for Gold Cross Ambulance.pdf](#)

Legislative History

7/12/23	Safety and Licensing Committee	recommended for approval
	<i>Nick Romenesko, 1920 Biscayne Dr, Little Chute appeared on behalf of Gold Cross and addressed the committee.</i>	
7/19/23	Common Council	referred to the Safety and Licensing Committee
7/26/23	Safety and Licensing Committee	held

[23-0983](#) Fire Department contract with Department of Military Affairs for Radiological Field Team Services

Attachments: [Radiological Field Team Services Appleton 2023-2027 \(DMA 7-12-2023 Legal I](#)

[23-0916](#) Reserve "Class B" Liquor License application for El Guadalajara Mexican Restaurant LLC d/b/a El Guadalajara Mexican Restaurant, Lucelia Guzman, Agent, located at 1003 W Northland Ave Suite B.

Attachments: [El Guadalajara Mexican Restaurant-Reserve Liquor app.pdf](#)

[23-0918](#) Class "B" Beer License application for Newell Company Inc, d/b/a Lumberjack Johnny's, David Oshefsky, Agent, located at 2701 N Oneida St Ste E, contingent upon approval from the Health and Inspections departments.

Attachments: [Lumberjack Johnnys.pdf](#)

7. Information Items

[23-0942](#) Police Department Report On Alcohol Violation Convictions:
-Appleton Clark gas station: Dispense Alcohol to Minor - 80 pts.
Total Points for establishment: 160
-Sai Ram restaurant: Dispense Alcohol to Minor - 80 pts.
Total Points for establishment: 80

[23-0941](#) Special Events:
Appleton Fire Department, Pop Up Splash Pad, Lundgaard Park, July 24th 2023
Thedacare, Careers in the Park, Erb Park Pavilion, August 15th, 2023

[23-0939](#) Directors Report
1. City Clerk
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
Appleton, WI 54911-4799
www.appleton.org

Meeting Minutes - Final Safety and Licensing Committee

Wednesday, July 26, 2023

5:30 PM

Council Chambers, 6th Floor

1. Call meeting to order

The meeting was called to order by Chair Croatt at 5:31 p.m.

2. Pledge of Allegiance

3. Roll call of membership

Present: 5 - Croatt, Schultz, Siebers, Van Zeeland and Wolff

4. Approval of minutes from previous meeting

[23-0871](#)

Safety & Licensing Committee Minutes from 07/12/2023

Attachments: [S&L Minutes 07-12-23.pdf](#)

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

Aye: 5 - Schultz, Siebers, Van Zeeland, Wolff and Croatt

5. **Public Hearing/Appearances**

[23-0892](#)

Demerit Point Violation Appearances for sale of alcohol to underage person:

- TJ's Japanese Steakhouse
- Memorial Liquor
- Lindo Michoacan Supermarket
- Motomart - Kensington
- Motomart - Calumet

A representative from each establishment was present and addressed the committee.

6. **Action Items**

[23-0824](#)

Fire Department Service Agreement for Gold Cross Ambulance

Attachments: [Service Agreement for Gold Cross Ambulance.pdf](#)

Siebers moved, seconded by Van Zeeland, that the Service Agreement be held until 08/09/2023. Roll Call. Motion carried by the following vote:

Aye: 5 - Croatt, Schultz, Siebers, Van Zeeland and Wolff

Balance of the action items on the agenda.

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

Aye: 5 - Croatt, Schultz, Siebers, Van Zeeland and Wolff

[23-0884](#)

Class "B" Beer and "Class C" Wine application for Dairyland Brewing Co LLC d/b/a Dairyland Brew Pub, Dorri Schmidt, Agent, located at 1216 E Wisconsin Ave, contingent upon approval from Finance, Fire, Health and Inspections departments.

Attachments: [Dairyland Brew Pub.pdf](#)

This Report Action Item was recommended for approval

[23-0900](#)

Class "B" Beer and "Class C" Wine License Permanent Premise Amendment application for All Tied Up Floral Cafe LLC d/b/a All Tied Up Floral Cafe, Aaron Phillipson, Agent, located at 324 E College Ave, contingent upon approval from all departments.

Attachments: [All Tied Up Floral Cafe S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0879](#)

Class "B" Beer and "Class B" Liquor License Temporary Premise Amendment application for Spats Food and Spirit LLC d/b/a Spats Food and Spirits, Nicholas Kapheim, Agent, located at 733 W College Ave, on August 3-6, 2023 for Mile of Music, contingent upon approval from the Finance and Health departments.

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

This Report Action Item was recommended for approval.

[23-0864](#)

Temporary Class "B" Beer and "Class B" Liquor License Premise Amendment application for Gregg VanDinter d/b/a Riverside Bar & Grill, located at 906 S Olde Oneida St, contingent upon approval from the Health and Inspections departments.

Attachments: [Riverside Bar & Grill S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0852](#)

Class "A" Beer and "Class A" Liquor-Cider Only License Change of Agent application for FKG Oil Co. d/b/a Badger MotoMart, Lynda Nabbefeld, New Agent, located at 1850 W Wisconsin Ave.

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

This Report Action Item was recommended for approval.

[23-0917](#)

Class "B" Beer and "Class C" Wine License Change of Agent application for Wild River Cafe LLC d/b/a Wild River Cafe, Hanna Lonsway, New Agent, located at 425 W Water St Suite 100, contingent upon approval from the Police Department.

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

This Report Action Item was recommended for approval.

[23-0872](#)

Taxicab Company License Renewal Application for Dynasty Limousine Service LLC, Owner's, John and Diana Wolters, 1900 Vandenberg Ln, Kaukauna, WI 54130 contingent on approval from the Inspections department.

Attachments: [John and Diana Wolters - Dynasty Limousine Service LLC.pdf](#)

This Report Action Item was recommended for approval.

[23-0878](#)

Taxicab Company License Renewal Application for LIR Transportation, dba Fox Valley Cab, Owner, Igor Leykin, 719 W Frances St. contingent on approval from the Inspections department.

Attachments: [Igor Leykin - LIR Transportation LLC.pdf](#)

This Report Action Item was recommended for approval.

[23-0873](#)

Taxicab Company License Renewal Application for Social Station LLC, Owner, Chris Burns, W6068 Nolan Dr., contingent on approval from the Inspections department.

Attachments: [Chris Burns - Social Station LLC.pdf](#)

This Report Action Item was recommended for approval.

[23-0908](#)

Mobile Home Park License Application for Fox Valley Estates, Moore Enterprises, Inc., located at 106 Primrose Lane, contingent on approval from the Police, Inspections, Community Development and Finance departments.

Attachments: [Fox Valley Estates.pdf](#)

This Report Action Item was recommended for approval.

[23-0869](#)

Temporary Class "B" Beer License application for Appleton Downtown Inc, Jennifer Stephany, Person in Charge, Approved Downtown Appleton Establishments, August 19, 2023, for the Summer Beverage Stroll Special Event, contingent upon approval from the Police and Health departments.

Attachments: [Summer Beverage Stroll S&L.pdf](#)

This Report Action Item was recommended for approval.

[23-0764](#)

Temporary Class "B" Beer and "Class B" Wine License application for Irish Fest of the Fox Cities, Matthew Miller, Person in Charge, located at Jones Park, 301 W Lawrence St, for Irish Fest, contingent upon approval from the Police, Health and Inspections departments.

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

This Report Action Item was recommended for approval.

7. Information Items

[23-0875](#)

Special Events:

Trout Museum of Art, Art at the Park, City Park, July 22nd - 23rd 2023

Church of the Incarnation, Church Service in the Park, Pierce Park, July 23rd 2023

Appleton Parks, Recreation and Facilities Management Department, Kids Rummage Sale, Pierce Park, July 25th 2023

Appleton Parks, Recreation and Facilities Management Department, Appleton Children's Parade, Houdini Plaza, College Ave, Drew St, Franklin St, City Park, July 26th 2023

Appleton Parks, Recreation and Facilities Management Department, Yoga in the Park, City Park, August 2nd 2023

Appleton Police Department Neighborhood Watch, National Night Out, Multiple Appleton Neighborhoods, August 1st 2023

Appleton Fox Cities Kiwanis Club, 45th Annual Appleton Car Show and Swap Meet, Pierce Park, July 15th-16th 2023

Mile of Music, Jones Park, Houdini Plaza, Lawrence University, Participating Downtown Appleton Businesses, August 3rd - 6th 2023

Fox Cities Chamber of Commerce, License to Cruise, College Avenue from Richmond St to Lawe St and Fox Cities Exhibition Center, September 29th 2023

Fox Cities Chamber of Commerce, Appleton's Octoberfest, College Avenue from Richmond St to Lawe St, September 30th 2023

[23-0821](#)

2023 Legal & Administrative Services Mid-Year Report

Attachments: [2023 Mid Year Report-Legal Admin Services.pdf](#)

[23-0880](#)

2023 Fire Department Mid-Year Report

Attachments: [2023 Fire Department Mid-Year Report.doc](#)

[23-0870](#)

2023 Police Department Mid-Year Report

Attachments: [2023 APD Mid-Year report.pdf](#)

[23-0874](#)

Director's Report

1. City Clerk
 - Special Event Process/Policy Updates
2. Fire Chief
 - Battalion Chief of EMS
3. Police Chief

8. Adjournment

**Wolff moved, seconded by Siebers, that the meeting be adjourned at 6:04 p.m.
Roll Call. Motion carried by the following vote:**

Aye: 5 - Croatt, Schultz, Siebers, Van Zeeland and Wolff

Mike Frisch,

Complainant,

V.

**BT AND DAVE, LLC
AGENT: THEODORE SUESS
d/b/a SPEAKEASY ULTRA
LOUNGE
425 W. COLLEGE AVE.
APPLETON, WI 54911.**

Respondent.

**COMPLAINT SEEKING SUSPENSION OF ALCOHOL LICENSES OF BT AND
DAVE, LLC**

Complainant seeks that the Safety and Licensing Committee of the Common Council of the City of Appleton meet as soon as practicable and as allowed by law, at which time the Complainant, Appleton Police Department Captain Mike Frisch, a resident of the City of Appleton, will ask the Committee to find this complaint to be true and recommend to the common Council that it SUSPEND the alcohol beverage licenses of BT and Dave, LLC.

BT and Dave, LLC has registered agent of Theodore Suess and was issued Class "B" (beer) and "Class B" (liquor) licenses of the premises located at 425 W. College Avenue, Appleton, Wisconsin 54911, known as Speakeasy Ultra Lounge.

This complaint by Mike Frisch is being made based upon information and belief regarding the incident described herein:

On December 24, 2022, Appleton Police Officer Schuman reports being assigned to investigate reports of exotic dancers dancing for money at Speakeasy Ultra Lounge at 425 W.

College Ave. Accompanying the tip for this activity, police were provided with videos depicting the activity in question taking place on two separate dates.

Of note for this complaint is the video of an event that took place on October 1, 2022. Officers were provided with or able to obtain the poster for the event, a "Jordans and Jersey Party," depicting two women wearing very little clothing and advertising the event or party occurring on October 1st, 2022. The poster named the event's promoter as "Huncho." The accompanying video, filmed during the early morning hours of October 2nd, 2022, shows two semi-nude women dancing in the bar as people tucking money into what little clothes they are wearing. Officer Shuman recognized the location of the video as being inside Speakeasy Ultra Lounge based on his familiarity with that location.

Officer Shuman contacted the Theodore Suess, the owner of the business and agent of the licensee, BT and Dave, LLC. Mr. Suess about having exotic dancers at his bar. He indicated he was aware of the situation and indicated that they were "go-go dancers" and that they remained clothed in at least bikinis the entire time they were there. He indicated that they were not his employees and that they were brought in by either the promotor, "Huncho," or the performer(s) that "Huncho" had brought in. Mr. Suess indicated that "Huncho" does most of his promotion for Saturday nights. When asked, Mr. Suess agreed that the activity depicted in the videos, with which he was familiar, was not appropriate for his bar or the community in general.

BT and Dave was subsequently issued a citation for "Improper Exhibitions," contrary to Municipal Code of the City of Appleton section 9-82 as adopted under Chapter 125 of the Wisconsin statutes, and subsequently entered into a negotiated "no contest" plea in Outagamie

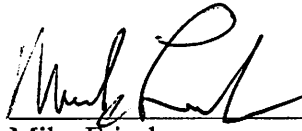
County case 23FO422 on or about June 30, 2023. Pursuant to the City of Appleton Code Sec. 9-54, the aforementioned violations require the assessment of eighty 150 demerit points for "Nude or semi-nude entertainer / employee on premises," as there exists a substantial relationship between the convictions and the licensed activity.

Pursuant to Chapter 125 of the Wisconsin Statutes and interpretations thereof, the licensee, BT and Dave, LLC, is answerable for these acts and therefore 150 demerit points should be attributed to its license due to the aforementioned conviction arising from the events described above.

Recommendation and Conclusion

The above information indicates that state and / or local laws were violated by the licensee, or by its agents or employees working at the licensed premises. Complainant requests that the Safety and Licensing Committee impose 150 demerit points for the above violation. Based upon this accumulation of demerit points, and based upon the Municipal Code of the City of Appleton Sec. 9-54(d)(2), a suspension of license of not less than ten (10) days nor more than ninety (90) days based upon an accumulation of between 150 and 199 demerit points within a 24-month period. Upon an assessment of the demerit points, and in light of the substantial relationship between the violations and the licensed activity, this complaint is requesting that the Safety and Licensing Committee recommend to the Common Council that it SUSPEND the licenses issued to BT and Dave, LLC, (agent: Theodore Suess) for the licensed premises known as Speakeasy Ultra Lounge, located at 425 W. Wisconsin Avenue, Appleton, Wisconsin.

Dated this 4th day of August 2023



Mike Frisch
Resident of the City of Appleton
Captain, Appleton Police Department

OUTAGAMIE COUNTY, WISCONSIN

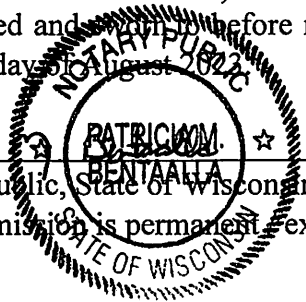
Subscribed and sworn to before me

this 4th day of August 2023

Patricia A

Notary Public, State of Wisconsin

My commission is permanent, expires 7/27/24.



**CITY OF APPLETON
COMMON COUNCIL
SAFETY AND LICENSING COMMITTEE**

IN RE THE ALCOHOL LICENSES OF BT AND DAVE, LLC

AGENT: THEODORE SUESS
d/b/a SPEAKEASY ULTRA LOUNGE
425 W. COLLEGE AVE.
APPLETON, WI 54911

SUMMONS

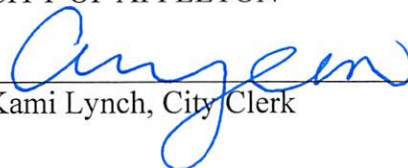
TO: Any City of Appleton Police Department Officer

PLEASE TAKE NOTICE THAT,

**THEODORE SUESS
AGENT FOR BT AND DAVE, LLC
425 W. COLLEGE AVENUE
APPLETON, WI 54911**

is commanded to appear at the Safety and Licensing Committee Meeting on Wednesday, August 9, 2023, at 5:30 p.m. in the Council Chambers, 100 North Appleton Street in the city of Appleton, Wisconsin and show cause why the "Class B" and/or Class "B" Alcohol Beverage Licenses issued to BT and Dave, LLC should not be suspended or revoked in accordance with Wis. Stat. §125.12.

Dated in Appleton, Wisconsin this 4th day of August 2023.

CITY OF APPLETON

FOR Kami Lynch, City Clerk

**CITY OF APPLETON
COMMON COUNCIL
SAFETY AND LICENSING COMMITTEE**

IN RE THE ALCOHOL LICENSES OF BT AND DAVE, LLC

AGENT: THEODORE SUESS
d/b/a SPEAKEASY ULTRA LOUNGE
413 W. COLLEGE AVE.
APPLETON, WI 54911

STIPULATION

The City of Appleton, by Assistant City Attorney Zak Buruin and BT and Dave, LLC by its agent Theodore Suess, hereby stipulate and agree as follows:

1. BT and Dave, LLC and agent Theodore Suess are the licensees of “Class B” and Class “B” licenses issued pursuant to Chapter 125, Wisconsin Statutes, and Appleton City Ordinances (“ACO”) in conformity therewith, for the licensed Premises known as Speakeasy Ultra Lounge, located at 425 W. College Ave, in the City of Appleton, Outagamie County, Wisconsin.
2. A violation of ACO was committed at the licensed establishment on October 1, 2022; to wit, a violation of ACO 9-82 prohibiting Improper Exhibitions in Outagamie County case 23FO422. The date of conviction for this offense is June 30, 2003. As part of the stipulated resolution of this citation, the parties agreed that the violation involved a “Nude or semi-nude entertainer / employee on premises,” contrary to ACO 9-54. One hundred fifty (150) demerit points are associated with this violation.
3. The parties agreed as part of the negotiated settlement of the citation that this violation subjects the establishment to suspension of its alcoholic beverage license(s) per ACO as adopted pursuant to Wisconsin Statutes §125.10.
4. The above conviction is substantially related to the licensed activities.
5. A Complaint Seeking Suspension of Alcohol Licenses of BT and Dave, LLC was filed with the City of Appleton Clerk’s Office on August 9, 2023.

6. The Summons and a copy of said Complaint was served on Theodore Suess as agent of BT and Dave LLC, requiring their appearance at the Safety and Licensing Committee on August 9, 2023, to show cause as to why their licenses should not be suspended or revoked.
7. Theodore Suess understands and acknowledges the right to a hearing prior to the City of Appleton Suspending or revoking any licenses issued and freely and voluntarily waives the right to a hearing as consideration for this agreement.
8. DB and Dave, LLC does not contest the allegations in the Complaint and therefore agrees that the Safety and Licensing Committee shall find the complaint to be true.
9. DB and Dave, LLC does not contest the points assessment set forth in this Agreement.
10. The City of Appleton and DB and Dave LLC agree to the imposition of 150 points assessed against the licensed establishment, Speakeasy Ultra Lounge. Based upon that assessment, the parties agree that the licensed establishment, Speakeasy Ultra Lounge, shall have its license suspended for a period of ten (10) days, pursuant to ACO 9-54.
11. The suspension shall commence on August 14, 2023, and end on August 23, 2023 (inclusive). The commencement of this suspension shall, upon the approval of the Appleton Common Council, be retroactive to the date of August 14, 2023 so that the effect will be 10 calendar days during which the licensed establishment is ceasing from engaging in licensed activity.
12. The licensee and its employees and agents will comply with all applicable Appleton City Ordinances, laws of the State of Wisconsin, including but not limited to Department of Revenue Requirements.
13. This Agreement, including any contingencies placed on the subject licenses shall remain binding on BT and Dave, LLC, its agents, and any successors, assigns, transferees, and the like unless expressly waived by the City of Appleton Common Council.
14. Tha this agreement satisfies the statutory requirements of: Notice of suspension of license, and the Safety and licensing Committee's Report to the Common Council, including Findings of Fact, Conclusions of law, and its recommendation for suspension.
15. BT and Dave, LLC, and Theodore Suess as agent have had the opportunity to review and discuss this Agreement with counsel and enter into this Agreement freely, voluntarily, and intelligently.

Zak Buruin, Assistant City Attorney
City of Appleton

Date: _____

Theodore Sues
Agent for BT and Dave LLC

Date: _____

Approved by the Appleton Common Council on: _____

SHARED SERVICES AND OPERATING AGREEMENT

This AGREEMENT is entered into this _____ day of _____, 2023 (the “Effective Date”) by and between the City of Appleton (“CITY”), including its fire department (“AFD”), and Gold Cross Ambulance Service, Inc. (“GOLD CROSS”) (collectively hereinafter referred to as “PARTIES”). In agreeing to partner on the provision of emergency medical services in the CITY, the PARTIES have justifiably relied on the material representations made herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the PARTIES agree as follows:

AGREEMENT

I. Term.

This AGREEMENT is effective as of the Effective Date and shall remain in effect following the Effective Date of this AGREEMENT for a period of three (3) years, unless and until terminated earlier under the express provisions set forth herein. On or about each one-year anniversary of this AGREEMENT, parties shall evaluate their performance pursuant to this agreement, evaluate metrics established to evaluate performance and adjust those metrics upon mutual agreement.

II. Agreement to Provide Exclusive Ambulance Services.

GOLD CROSS agrees to assist AFD on its expansion of emergency response services on the condition that neither AFD nor the CITY will obtain an ambulance and begin providing patient transport services (i.e., ambulance services), or allow for an outside ambulance service, during the term of this AGREEMENT. As such, with the exception of services provided by the City, or as otherwise provided by mutual-aid agreements, automatic-aid agreements, Mutual-Aid Box Alarm System (MABAS) resources, or requests due to special circumstances, GOLD CROSS will be the primary provider of the services set forth herein provided it consistently meets minimum response time standards referenced within the National Fire Protection Association (NFPA).

The CITY shall owe GOLD CROSS no compensation for GOLD CROSS’S performance of services, provision of equipment or materials, or compliance under this Agreement. GOLD CROSS’S consideration for its performance under this Agreement shall be the right to be the primary provider of Advanced Life Support Ambulance services to all areas of the CITY subject to the terms and conditions stated herein. As billing and reimbursement is an independent GOLD CROSS business matter, GOLD CROSS may directly bill patients, guarantors, custodians and/or third-party payors of patients treated, seen, or transported as determined and as periodically modified by GOLD CROSS, without notice to or approval of the CITY.

The CITY recognizes that GOLD CROSS does provide similar services to other municipalities and as such, nothing in this AGREEMENT prohibits GOLD CROSS from entering into any other

agreement with any other entity.

The PARTIES understand that mutual aid and other agreements will exist and as such, shall provide copies of such agreements to the other party as requested.

III. Furnishing of Ambulance Services by GOLD CROSS.

- A. GOLD CROSS hereby agrees to continue furnishing all ambulance services for the CITY at staffing levels consistent with relevant statutes, including but not limited to DHS 110.50(1)(a) for Basic Life Support, DHS 110.50(d)(1 and 3) for Advanced Life Support.
- B. GOLD CROSS shall possess, maintain, and provide such vehicles, equipment, facilities and supplies; and shall hire, train and provide such personnel as are necessary to respond on a twenty-four (24) hours per day, seven (7) days per week basis.
- C. GOLD CROSS employees shall display identification that clearly displays an individual's certification/license medical care level, including those in a training/student role.

IV. Furnishing of Non-Transport Services by AFD.

- A. AFD hereby agrees to furnish non-transport EMT services for the CITY at staffing levels consistent with relevant statutes. AFD will ensure that each fire apparatus in service will be staffed by the minimum number of required EMTs.
- B. AFD shall possess, maintain, and provide such vehicles, equipment, facilities and supplies, and shall hire, train and provide such personnel as are necessary to respond on a twenty-four (24) hours per day, seven (7) days per week basis.
- C. The PARTIES anticipate that both AFD and GOLD CROSS will be dispatched to every EMS incident reported via 911 in the CITY. The first party on the scene will initiate patient care while the second party on the scene will provide assistance where appropriate in the best interest of the patient. Private calls for service directly to GOLD CROSS coded as a C, D, or E shall immediately be reported to Outagamie County Communications Center by GOLD CROSS and GOLD CROSS will request AFD to respond.
- D. AFD will assist GOLD CROSS in preparing the patient for transport and may travel with the patient in the ambulance when additional medical services are in the best interest of the patient. GOLD CROSS will ultimately decide whether it is necessary for an AFD staff member to travel in the ambulance to the hospital.

V. Vehicles and Equipment.

- A. During the term of this AGREEMENT, both PARTIES shall possess, maintain and

provide their own vehicles for provision of the services under this AGREEMENT.

1. The PARTIES shall equip, maintain, and operate all vehicles in accordance with the laws of the State of Wisconsin and the rules and regulations of the Wisconsin Department of Health Services and Wisconsin Department of Transportation.
- B. The PARTIES shall be responsible for their own vehicle maintenance and repair. This shall include all repairs, preventive maintenance, parts replacement, labor, and other actions necessary to keep the vehicles in safe and efficient operating condition.
- C. The PARTIES shall provide all emergency medical equipment and supplies necessary to perform the provisions of this AGREEMENT. The equipment and supplies shall be current in nature and maintained in accordance with standard medical practices and the laws of the State of Wisconsin and rules and regulations of the Wisconsin Department of Health Services, and the Wisconsin Department of Transportation.
- D. GOLD CROSS shall be responsible for the replenishment of the CITY'S consumable equipment and supplies with equivalent like-kind equipment and supplies at the completion of a call. Whenever practicable, GOLD CROSS shall replenish CITY equipment and supplies onsite. When equipment and supplies cannot be replenished onsite, GOLD CROSS will order like-kind equipment and supplies for replenishment on a regular basis and at no charge with the sole exception of cardiac monitor defibrillation pads should the AFD and GOLD CROSS field dissimilar cardiac monitors.

VI. Support Training and Education.

- A. GOLD CROSS will provide training and education, including ride-along opportunities, to AFD:
 1. GOLD CROSS will collaborate with AFD on training topics and GOLD CROSS will deliver the training on a mutually agreed date and time.
 2. Training will include Basic Life Support (BLS) and Advanced Life Support (ALS).
 3. Training to occur on a quarterly basis or as deemed necessary by GOLD CROSS and the AFD.

VII. Dispatch And Response Time Goals.

- A. GOLD CROSS shall maintain as a goal a response time for C, D and E coded emergency calls of eight (8) minutes and fifty-nine (59) seconds (8:59) with

response time defined as the elapsed time from the time the call is received by the CITY until the arrival of a transport ambulance and a minimum of one paramedic at the incident location.

AFD shall maintain as a goal a response time for C, D and E coded emergency calls of four (4) minutes and fifty-nine (59) seconds (4:59) with response time defined as the elapsed time from the time the call is received by the CITY until the arrival of the fire apparatus at the incident location.

- B. GOLD CROSS and AFD agree that A-Adam and B-Boy non-emergency calls shall be tracked and reported but will not be subject to the response time goals set forth in this section considering their non-emergent nature.
- C. GOLD CROSS will be responsible for planning the dispatch of ambulances through the provision of a deployment and system status management plan. GOLD CROSS shall provide to the CITY a written deployment and system status plan for the number of ambulances, their assigned locations, deployment strategies and shift schedule(s).
- D. GOLD CROSS will notify AFD on AFD Main if a transport unit's response time is expected to be greater than fifteen (15) minutes for emergency response calls (C, D and E).

VIII. Communications.

- A. The PARTIES shall possess, maintain, and provide at its sole cost such communications equipment, facilities and supplies as are deemed necessary for dispatch of their emergency response vehicles. In addition thereto, the PARTIES shall provide and maintain the following:
 - 1. Necessary communications equipment in each vehicle so as to be capable of transmitting and receiving communications on the designated police/fire talk groups. GOLD CROSS radios will be programmed to turn on upon ambulance ignition and will monitor AFD Main at all times while the ambulance is in operation within Appleton's city limits.
 - 2. GOLD CROSS will maintain multichannel radio communication capabilities enabling communications with hospitals on frequencies 155.340 and 155.400 using the appropriate private linetone codes for each hospital.
- B. All such equipment shall meet all applicable national and state standards.
- C. GOLD CROSS shall utilize a digital computer aided dispatch program to capture and record all data elements required for accurate response time performance measurement, analysis, and reporting. In addition, GOLD CROSS shall use

Automated Vehicle Location (AVL) and Global Positioning System (GPS) for real time tracking of all emergency ambulance responses.

IX. Local Medical Directors.

- A. The PARTIES each agree to select, and work under the direction of, their respective medical director.
 - 1. The medical directors' minimum involvement with the PARTIES' service under this AGREEMENT shall be a monthly medical quality control review.
 - 2. The medical directors shall collaborate with the PARTIES and each other on development and implementation of medical protocols, dispatch procedures, special event plans, public education opportunities and mass-casualty incidents (MCI) and all products will be National Incident Management (NIMS) compliant.

X. Separate Employers.

The PARTIES shall be solely responsible for maintaining adequate staffing levels to meet their obligations under the AGREEMENT. Nothing in this AGREEMENT shall be interpreted to create a joint employer relationship. The PARTIES retain exclusive control over their respective employees' terms and conditions of employment including, but not limited to, all hiring and termination decisions. The PARTIES assume exclusively the responsibility for the acts of their employees as they relate to the services to be provided during the course and scope of their employment. GOLD CROSS, its agents, officers, and employees shall not be entitled to any rights or privileges of AFD employees and shall not be considered in any manner to be AFD employees. No representations contrary to any of the above shall be made either directly or indirectly.

XI. Licenses and Laws.

The PARTIES under this AGREEMENT and throughout its term shall obtain and continue in force all licenses, permits, approvals, and authorizations necessary for the provision of emergency medical services hereunder and required by the laws and regulations of the United States, the State of Wisconsin, the County of Outagamie, the City of Appleton, and all other governmental agencies.

XII. Operational Plan and Reports.

- A. GOLD CROSS agrees and understands that an EMS Operational Plan must be prepared by the CITY and submitted by the CITY to the State of Wisconsin and thereafter approved by the Department of Health Services. GOLD CROSS and the CITY agree to cooperate in the creation of the EMS Operation Plan (and all components thereof) and the approval process. Likewise, GOLD CROSS and CITY shall cause the respective medical directors to work with each other and cooperate to provide necessary detail and input from a medical perspective.

B. GOLD CROSS and the CITY agree to provide a copy of the EMS Operational Plan, Special Event Plan, Waiver requests, and supporting documents, submitted to the State of Wisconsin for approval within ten (10) days of submission.

C. GOLD CROSS and the CITY will work together to prepare and provide a monthly joint quality improvement process to coincide with a monthly quality assurance process. Each party will provide raw data, in a format that is acceptable by the receiving party, that includes the following information shown on a per month basis:

1. Response Time Review

a. Total number of responses and transports broken down by EMD dispatching code:

- Data shall illustrate the A, B, C, D and E incidents.
- Data shall identify emergent and non-emergent response incidents.

b. 90% Fractile Response time performance:

- Data shall illustrate the A, B, C, D and E incidents.
- Data shall identify emergent and non-emergent response incidents.

c. GOLD Cross will provide AFD with additional response time data upon request. Response time data will be reviewed during a monthly continuous quality improvement meeting.

2. Patient Care Metrics

- Total number of stroke activation.
- Total number of over-triaged stroke evaluations.
- On scene time for stroke patients.
- Total number of STEMI activations.
- Total number of over-triaged STEMI evaluations.
- At patient to EKG time.
- On scene time for STEMI patients.
- Total number of trauma activation.
- On scene time for trauma patients.
- Total number of cardiac arrests.
- Total number of survivors.

3. On a quarterly basis senior leadership from GOLD CROSS AND AFD will meet to review all response times and patient care metrics and, on an annual basis, the PARTIES, including City Senior Leadership and hospital representatives, shall meet to review all response times and patient care

metrics.

XIII. Insurance.

A. Each Party shall maintain in force at all times during the performance of this AGREEMENT, insurance coverage as follows that includes:

1. Worker’s Compensation in accordance with Wisconsin Statutes.

EACH ACCIDENT	\$ 100,000
DISEASE – EA EMPLOYEE	\$ 100,000
DISEASE – POLICY LIMIT	\$ 500,000

2. Auto Liability coverage.

COMBINED SINGLE LIMIT (each accident)	\$2,000,000
BODILY INJURY (per person)	\$1,000,000
BODILY INJURY (per accident)	\$2,000,000
PROPERTY DAMAGE (per accident)	\$500,000

3. General Liability coverage.

EACH OCCURRENCE	\$2,000,000
DAMAGE TO RENTED PREMISES (each occurrence)	\$300,000
MED EXP (any one person)	\$5,000
PERSONAL & ADV INJURY	\$2,000,000
GENERAL AGGREGATE	\$4,000,000
PRODUCTS – COMP/OP AGG	\$4,000,000

4. Professional liability coverage.

EACH OCCURRENCE	\$4,000,000
AGGREGATE	\$4,000,000

XIV. Default/Termination.

A. Each Party may, without any advance notice, terminate this AGREEMENT if any of the following occur:

1. Either Party ceases to be in compliance with State of Wisconsin Laws and Administrative Codes relative to the provision of emergency medical services or other terms set forth in this AGREEMENT. Notice of such default must be provided to the defaulting party with the defaulting party having thirty (30) calendar days to cure any default.
2. Suspension, revocation, termination, surrender or lapse of required certification by the State of Wisconsin Department of Health Services as an ambulance service provider or a non-transporting paramedic service.

B. Each Party may, with advance written notice, terminate this Agreement for any reason:

1. By providing twelve (12) months notice to the other Party.

To evidence their AGREEMENT hereto, the parties have signed the herein AGREEMENT on the dates after their signatures to wit:

Gold Cross Ambulance Service, Inc.

By: _____
Printed Name: _____
President, Board of Directors

By: _____
Printed Name: _____
Title: _____

City of Appleton

By: _____
Jacob A. Woodford, Mayor

By: _____
Kami Lynch, City Clerk

Approved as to form:

Christopher R. Behrens, City Attorney

By: _____
Jeremy J. Hansen, Fire Chief

CL-A22-0802
Revised: June 19, 2023

**Contract between
State of Wisconsin, Department of Military Affairs,
Division of Emergency Management,
State of Wisconsin, Department of Health Services,
and the City of Appleton, Wisconsin
for Radiological Field Team Services**

THIS CONTRACT (“Contract”) is between the State of Wisconsin, Department of Military Affairs, Division of Emergency Management ("Division"), the State of Wisconsin, Department of Health Services (hereinafter “DHS”), and the City of Appleton, Wisconsin ("Contractor") for the provision by Contractor of Radiological Field Team Services.

WHEREAS, the State of Wisconsin, Department of Military Affairs, through its Division of Emergency Management, has statutory authority under Chapter 323 of the Wisconsin Statutes to provide emergency response planning.

WHEREAS, the Wisconsin Department of Health Services has statutory authority under Section 254.34 of the Wisconsin Statutes to develop comprehensive policies and programs for the evaluation and determination of hazards associated with the use of radiation, and for their amelioration, as well as to conduct studies, investigations, training, research, and demonstrations relating to the control of radiation hazards.

WHEREAS, the City of Appleton Fire Department is currently under contract with the Division as part of a regional emergency response team authorized under Wis. Stat. § 323.70.

WHEREAS, to protect life and property against the dangers of emergencies involving the release of radiation, the Division may assign and make available a regional emergency response team under contract as a designated radiological field team to the State Radiological Coordinator to survey and monitor the amount of radiation deposited following a release of radiation in a nuclear incident.

WHEREAS, the Division and DHS desire to enter into this Contract to establish the Contractor as a regional Radiological Field Team and Contractor desires to be so designated and to enter into this Contract.

HOWEVER, the parties expressly recognize and attest by this Contract that neither party intends to create or to assume fiduciary responsibilities to provide for the containment, cleanup, repair, restoration and investigation of the environment (air, land and water) in a radiological or nuclear incident.

NOW THEREFORE, in consideration of the premises above, their mutual and dependent agreement, and the consideration provided below the parties agree as follows:

ARTICLE 1. CONTRACT TERM

This Contract shall continue for four (4) years commencing July 1, 2023 through June 30, 2027.

ARTICLE 2. DEFINITIONS

The following definitions are used throughout this Contract:

Disaster means a severe or prolonged, natural or human-caused, occurrence that threatens or negatively impacts life, health, property, infrastructure, the environment, the security of this State or a portion of this State, or critical systems, including computer, telecommunications, or agricultural systems.

Nuclear incident means any potential, sudden or non-sudden release of radioactive material, as defined under Wis. Stat. § 254.31 (9m), being stored or used in a nuclear facility, as defined under Wis. Stat. § 254.31 (4), or transported. "Nuclear incident" does not include any release of radiation from radioactive material being transported under routine operations.

Primary Response Area means the geographical region located in the State where the Contractor is principally responsible for providing radiological field team services.

Radiological agent means radiation or radioactive material at a level that is dangerous to humans, animals, plants, or other living organisms.

Radiological Field Team means the Contractor and/or designated employees of the Contractor who are expected to conduct a radiation and contamination survey, monitor, sample, and evaluate the actual or potential emergency release(s) of a radiological agent as well as participate in federally evaluated nuclear power plant exercises.

Radiological Field Team Services means the performance of primary radiation contamination surveys, monitoring, sampling, and evaluating an actual or potential emergency release(s) of a radiological agent under the direction of the State Radiological Coordinator and participating in annual federally-evaluated nuclear power plant emergency preparedness exercises as well as related pre-exercise drills.

Responsible Party means any person under Wis. Stat. § 895.065(1)(i).

State means the State of Wisconsin.

State Radiological Coordinator means the individual employed by DHS responsible for initiating any state level radiological response to a radiological incident/emergency, monitoring and evaluating the health impact of any radiological emergency including a nuclear power plant incident and recommending appropriate protective actions to protect the public and mitigate the impact on public health and safety.

ARTICLE 3. STATEMENT OF WORK

Services to be provided by Contractor: During the term of this Contract, Contractor agrees to provide Radiological Field Team Services within the boundaries of Contractor's assigned Primary Response Area and as requested by the Division and/or DHS. It is understood and agreed that the DHS is responsible to provide direction to and control of the radiological field team during radiological emergency preparedness drills and exercises, as well as real events.

Contractor shall not provide under this Contract any services with respect to the treatment, removal, remediation, recovery, packaging, transportation, movement; cleanup, storage and disposal of radioactive material except as these services may be reasonably necessary and incidental to preventing a release or threat of release of radioactive material or in stabilizing a nuclear incident, as determined by the DHS.

The Division, DHS, and Contractor make no representations to third parties with regard to the ultimate outcome of the provision of Radiological Field Team Services, but Contractor shall perform to the best of its abilities, subject to the terms of this Contract.

Personnel: Contractor shall provide an adequate number of trained, competent, and supervised personnel as established by DHS and as is reasonably necessary to operate within the safety levels of a radiological field team.

It is understood and agreed that response to a nuclear incident or training exercise will require 24-hour coverage for the length of the incident or training and will require four two-person teams per every 24-hour period. Each 12-hour period will be staffed by two two-person teams for a Contractor agrees to have a sufficient number of radiological field team personnel trained to ensure 24/7 availability for a radiological response.

Equipment: All necessary radiological equipment needed for Radiological Field Team Services will be provided by the DHS Radiation Protection Section. The Radiation Protection Section shall be responsible for the maintenance and calibration of the equipment. The equipment will be located with the Radiological Field Team. Contractor may use the radiological equipment under local authority or mutual aid agreements; however, Contractor agrees that in the event of nuclear incident response or training exercise, use of the equipment to respond to a nuclear incident shall have priority.

Use of State Vehicles: Only those Radiological Field Team members who (1) meet the eligibility criteria for driving a State of Wisconsin vehicle and (2) have an approved vehicle use agreement in place prior to operating a State vehicle may operate State vehicles during training, drills, exercises or real events or to perform any other service authorized under this Contract. Contractor should contact the DHS State Radiological Coordinator to obtain the eligibility criteria and start the vehicle operation approval process.

Under no circumstances may any Radiological Field Team member operate a State vehicle for any reason other than to perform services pursuant to this Contract or permit an individual who has not been approved to operate a State vehicle to do so.

Personal use of State vehicles is prohibited.

The driving records of all approved drivers are vetted on a monthly basis. A driver who does not continue to meet the eligibility criteria may not operate a State vehicle.

This use is subject to the Fleet Policies and Procedures of Central Fleet with the Division of Enterprise Operations with the Wisconsin Department of Administration.

Procedures and Limitations: Contractor recognizes that its obligations under this Contract are paramount to the State. Contractor agrees that if local fire response obligations in Contractor's own jurisdiction create limits or unavailable resources within the Primary Response Area, Contractor will seek aid from local jurisdictions to assist in local fire response obligations in Contractor's own jurisdiction to ensure that Contractor is able to provide Radiological Field Team Services when requested.

ARTICLE 4. TRAINING AND CERTIFICATION

The DHS is responsible for providing periodic training to the Radiological Field Teams. Specifically, the DHS Radiation Protection Section will provide periodic training opportunities to ensure that all Radiological Field Team personnel receive necessary training and certification. Contractor agrees and understands that all Radiological Field Team personnel shall attend necessary field team training and refresher training to ensure certification for radiological field team response. Any Radiological Field Team personnel who have not attended or completed the required training will not be allowed to participate in a scheduled exercise. Radiological Field Team personnel shall also keep current any State required certifications.

ARTICLE 5. PAYMENT FOR SERVICES

Financial Consideration:

Contractor will be paid annually for the term of this Contract the sum of twenty four thousand nine hundred ninety-nine dollars (\$24,999.00) for the above-described activities. The initial payment will be made within 30 days following the execution of this Contract by all the parties and all subsequent payments within three weeks following the beginning of each new year for the term of the Contract.

Retirement System Status and Tax Payments: Contractor and its employees are not entitled under this Contract to Public Employees Retirement Withholding System benefit(s) contributions by the Division, DHS or any State agency. Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes for its employees who are Radiological Field Team members.

ARTICLE 6. LIABILITY AND INDEMNITY

Scope: During radiological field team operations and associated training authorized by this Contract, Contractor and Radiological Field Team members are agents of the DHS for purposes of Wis. Stat. § 895.46(1). For purposes of this Article, operations means activities, including travel, that are directly related to performing Radiological Field Team Services under the direction of the State Radiological Coordinator and participation in annual federally-evaluated, nuclear power plant emergency preparedness exercises. Operations also include advanced training activities provided under this contract to the members of the radiological field team, but it does not include travel to and from the training.

Contractor Indemnification of State: When acting as other than an agent of DHS under this Contract and using the State's, Division's or DHS' equipment or vehicles, the Contractor shall indemnify, defend and hold harmless the State, Division, DHS, its officers, agents, employees, and members from all claims, suits or actions of any nature arising out of the activities or omissions of Contractor, its officers, subcontractors, agents or employees.

Accrued Obligations and Liabilities:

Any termination of the Contract shall be without prejudice to any obligations or liabilities of any party already accrued prior to termination, subject to the provisions of Article 7.

ARTICLE 7. RECORDKEEPING AND RECORD RETENTION

The Contractor shall establish and maintain adequate records of all expenditures incurred under the Contract. 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, DHS, 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 Contract held by Contractor. The Contractor shall retain all documents applicable to the Contract for a period of not less than six (6) years after the final payment is made or longer where required by law.

ARTICLE 8. TERMINATION OF CONTRACT

The Division, DHS, and/or Contractor may terminate this Contract at any time **for cause** by delivering thirty (30) days written notice to the other parties

Contractor may terminate this Contract **at will** by delivering ninety (90) days written notice to the Division and DHS.

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

- (1) If Division funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for payments required under the terms of this Contract; provided,

however, that the Contract may be modified to accommodate a reduction or increase in funds if mutually agreed to in writing.

(2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the Radiological Field Team Services are no longer allowable or appropriate for purchase under this Contract or are no longer eligible for the funding proposed for payments under this Contract.

(3) If any license or certification required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed.

Upon termination of the Contract for any reason, the Division and DHS have no obligation to make any further payment under the Contract. For example, if the Contract is terminated in year two, then the Division and DHS have no obligation to make any payment for years three and four.

Upon termination of the Contract for any reason, Contractor will refund to the Division within sixty (60) days of the termination payments made to the Contractor for the contract year in which the termination occurs based in proportion to the number of days remaining in the contract year.

Insufficient Funds: The obligation of the Contractor under this Contract is contingent upon the availability of funds to the Division and the allotment of funds to Contractor. Contractor may, upon thirty (30) days prior written notice, terminate this contract if funds are not available.

ARTICLE 9. APPLICABLE LAW

This Contract shall be governed under the laws of the State of Wisconsin. The Contractor and State shall at all times comply with and observe all federal and state laws, ordinances, rules and regulations in effect during the period of this Contract and which may in any manner affect the provision of Radiological Field Team Services or participation in training.

ARTICLE 10. ASSIGNMENT

No right or duty, in whole or in part, of the Contractor under this Contract may be assigned or delegated without the prior written consent of the State.

ARTICLE 11. SUCCESSORS IN INTEREST

The provisions of the Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective permitted successors and assigns.

ARTICLE 12. NOTIFICATIONS

Contractor shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, divisions, agents, employees

and members. All notices to be given under the terms of this contract shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid or hand delivered to the addresses of the parties. Such notices or reports shall be directed to:

For the Division of Emergency Management:

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

For the Department of Health Services:

ATTN: Administrator
Division of Public Health
Department of Health Services
PO Box 2659
Madison, WI 53701-2659
Telephone #: (608) 266-1251
FAX #: (608) 267-2832

For the City of Appleton:

Chief Jeremy Hansen
Appleton Fire Department
700 N. Drew Street
Appleton, WI 54911
Telephone #: (920) 832-5810

ARTICLE 13. SEVERABILITY

If any provision of this Contract 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 Contract did not contain the particular provision held to be invalid.

ARTICLE 14. AMENDMENTS

The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of Division, DHS, and Contractor.

ARTICLE 15. APPROVAL AUTHORITY

Contractor's representative(s) certify by their signature herein that he or she, as the case may be, has the necessary and lawful authority to enter into contracts and agreements on behalf of the local government entity.

ARTICLE 16. 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, DHS, State, or Contractor shall operate as a waiver hereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall effect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the Division, DHS, State or Contractor therein. 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.

ARTICLE 17. CONSTRUCTION OF CONTRACT

This Contract is intended to be solely between the parties hereto. No part of the Contract 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.

ARTICLE 18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed the original, and all of which together shall constitute one and the same instrument.

ARTICLE 19.

This Contract constitutes the entire agreement between the Division, DHS and Contractor with respect to the subject matter of this Contract and supersedes all prior discussions, negotiations, and agreements, written or oral, with respect to such subject matter.

Approving Signatures:

ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)

Dated this ___ day of _____, 2023

Greg Engle, Division Administrator

ON BEHALF OF THE DEPARTMENT OF HEALTH SERVICES

Dated this ___ day of _____ 2023

Division of Public Health

**CITY OF APPLETON, WISCONSIN
A Wisconsin Municipal Corporation**

Agreement: Contract for Radiological Field Team Services

Date: _____

By: _____
Jake Woodford, Mayor

Attest: **Kami Lynch, City Clerk**

Approved as to form:

Christopher Behrens, City Attorney

Countersigned pursuant to §62.09(10), Wis. Stats.:

Jeri A. Ohman – Finance Director

On behalf of the Appleton Fire Department

Jeremy Hansen, Fire Chief

Form
AT-106

Original Alcohol Beverage License Application

FOR CLERKS ONLY	
Municipality	Appleton
License Period	7/1/23-6/30/24

License(s) Requested

- Class "A" Beer \$ _____ "Class A" Liquor \$ _____
 Class "B" Beer \$ _____ "Class B" Liquor \$ _____
 "Class C" Wine \$ _____ "Class A" Liquor (Cider Only) \$ 0
 Reserve "Class B" Liquor \$ 10,500 "Class B" (Wine Only) Winery \$ _____

License Fees	\$ 10,500
Publication Fee	\$ 60
Background Check	\$ 14
Total Fees	\$ 10,574

Part A: Premises/Business Information

1. Legal Business Name (registered entity name or individual's name if sole proprietorship) <u>EL Guadalajara Mexican Restaurant LLC</u>		
2. Trade Name or DBA <u>EL Guadalajara Mexican Restaurant</u>		
3. Premises Address <u>1003 west Northland Ave Suite B</u>		
4. County <u>Outagamie</u>	5. Municipality <u>Appleton</u>	6. Aldermanic District
7. Mailing Address (if different from premises address)		
8. FEIN <u>REDACTED</u>		9. Wisconsin Seller's Permit Number <u>REDACTED</u>
10. Premises Phone <u>920-574-35-53</u>		11. Premises Email <u>elguadalajara.wi@gmail.com</u>
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. <u>in the kitchen 1,742 sq ft Restaurant with storage in the kitchen</u>		

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 Yes 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)? Yes 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 Wisconsin	2. Date of Registration August 2022
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 EL Guadalajara Mexican Restaurant	FEIN of Parent Company REDACTED
--	---

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)? Yes No
If yes, please explain using the space below. Attach additional sheets if necessary.

Lucelia Gorman **Lucelia**

5. Agent's Last Name Gorman	Agent's First Name Lucelia	Phone REDACTED
---------------------------------------	--------------------------------------	--------------------------

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
Gorman	Lucelia	Owner	REDACTED
Narquez	Jose-Alberto	Owner	REDACTED

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 Lucelia Gorman	Date 7-12-23	
Name (Last, First, M.I.) Gorman Lucelia		
Title Owner	Email eiguadalajaraWI@gmail.com	Phone REDACTED

Part F: For Clerk Use Only

Date application was filed with clerk 7-12-23	Date reported to governing body	Date provisional license issued (if applicable)
Date license granted	License number	Date license issued
Signature of Clerk/Deputy Clerk		



City of Appleton Alcohol License Questionnaire

1. Name of Applicant: Lucretia Gorman

2. Name of Business: El Guadalajara Mexican Restaurant
(Check Applicable Box(s) to identify primary business activity)

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

3. Address of Business: 1003 West suite B Northland Ave 54914
Appleton WI

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

AND/OR been convicted of a felony? Yes No

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

Theft - false Information
Theft - Raise

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

<u>Lucretia</u>		<u>Gorman</u>	<u>REDACTED</u>
First name	M.I.	Last name	Date of Birth
<u>Jose</u>	<u>A</u>	<u>Valquez</u>	<u>REDACTED</u>
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth

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

Name: N/A
 First name Middle Initial Last name

Address: _____
 City State ZIP

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

Name: El Guadalupe Mexican Restaurant
(Check Applicable Box(s) to identify primary business activity)

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

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

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

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

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

10. Seating capacity: Inside 50 Outside NO

11. Operating hours (Inside the building): 10 AM TO 9 PM
Operating hours (Outdoor seating areas): NO

12. Employees/Staff
Number of floor personnel 3 Number of door checkers 1

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

- a. Gross floor building area of the premises to be licensed: 1742 square feet.
- b. Gross outdoor seating areas of the premises to be licensed: — square feet.
- c. Below, identify the operational details of the proposed establishment:

Restaurant sell Food and alcohol

Lucelia German
Signature

7-12-2023
Date

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of El Guadalajara Mexican Restaurant 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 El Guadalajara Mexican Restaurant
(Trade Name)

located at 1003 West suite B Northland Ave 54914 Appleton wi

appoints Lucretia Gorman
(Name of Appointed Agent)
1409 Grignon St Green Bay WI 54301
(Home Address of Appointed Agent)

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

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

Is applicant agent subject to completion of the responsible beverage server training course? Yes No
 How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 16 years

Place of residence last year 1409 Grignon St Green Bay WI 54301

For: El Guadalajara Mexican Restaurant
(Name of Corporation / Organization / Limited Liability Company)

By: Lucretia Gorman
(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, Lucretia Gorman, 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.

Lucretia Gorman 7-12-23 Agent's age REDACTED
(Signature of Agent) (Date)

1409 Grignon St Green Bay WI Date of birth 51
(Home Address of Agent)

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

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

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

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

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

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

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

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

Applicant's Wisconsin Seller's Permit Number REDACTED	
FEIN Number REDACTED	
TYPE OF LICENSE REQUESTED	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$ <u>100</u>
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class A liquor (cider only)	\$ N/A
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
<input type="checkbox"/> Class B (wine only) winery	\$
Publication fee	\$ <u>60</u>
TOTAL FEE	\$ <u>160</u>

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Newell Company Inc. §

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

President / Member Last Name <u>Oshesfsky</u>	(First) <u>David</u>	(Middle Name) <u>Peter</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2053 Shady Ln Green Bay WI 54313</u>
Vice President / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Secretary / Member Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)
Treasurer / Member Last Name <u>Oshesfsky</u>	(First) <u>Nelole</u>	(Middle Name) <u>Lee</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2053 Shady Ln Green Bay, WI 54313</u>
Agent Last Name <u>Oshesfsky</u>	(First) <u>David</u>	(Middle Name) <u>Peter</u>	Home Address (Street, City or Post Office, & Zip Code) <u>2053 Shady Ln, Green Bay, WI 54313</u>
Directors / Managers Last Name	(First)	(Middle Name)	Home Address (Street, City or Post Office, & Zip Code)

1. Trade Name Newell Company DBA Lumberjack Johnys Business Phone Number _____
 2. Address of Premises 2701 N Oneida St Suite E Post Office & Zip Code Appleton

3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
Suite E of 2701 N. Oneida Street. We will have coolers behind the bar and a dry storage area in back. All areas are secured when not in use. We operate an Axe throwing business specializing in league play, tournaments and team building.

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

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

(b) If yes, under what name was license issued? _____

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** Yes No
Completed Responsible Beverage Course June 21, 2023
7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
If yes, explain.
8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** Yes No
9. (a) **Corporate/limited liability company applicants only:** Insert state WI and date 2014 of registration.
- (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** Yes No
- (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? **If yes, explain.** Yes No
Lumberjack Johnny's located in Ashwauberman
10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] Yes No
11. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776] Yes No
12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

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

Contact Person's Name (Last, First, M.I.) <u>DAVID P. OSHERSKY</u>	Title/Member <u>President</u>	Date <u>6/21/2023</u>
Signature <u>D. Oshersky</u>	Phone Number <u>REDACTED</u>	Email Address <u>REDACTED</u>

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>6-22-23</u>	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	



City of Appleton

Alcohol License Questionnaire

1. Name of Applicant: David OSHEFSKY

2. Name of Business: Newell Company DBA Lumberjack Johnny's
 (Check Applicable Box(s) to identify primary business activity)

- Restaurant
- Tavern/Night Club/Wine Bar
- Microbrewery/Brewpub
- Painting/Craft Studio
- Other (describe) Axe Throwing / Tan Building

3. Address of Business: ~~2701~~ 2701 N. Oneida Suite E Appleton

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

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

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

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

<u>David</u>	<u>P.</u>	<u>Oshesky</u>	<u>REDACTED</u>
First name	M.I.	Last name	Date of Birth
<u>NeCole</u>	<u>L.</u>	<u>Oshesky</u>	<u>REDACTED</u>
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth
			/ /
First name	M.I.	Last name	Date of Birth

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

Name: N/A
 First name Middle Initial Last name

Address: _____
 City State ZIP

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

Name: FMC Dialysis

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

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

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

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

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

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

_____ months ago.

10. Seating capacity: Inside 150 TBO at Inspection Outside /

11. Operating hours (Inside the building): Wed - Thursday 5-11p Fri 5p-11p Sat 11a-11p Sun 11-6p
Operating hours (Outdoor seating areas): N/A

12. Employees/Staff

Number of floor personnel 2-3 Number of door checkers _____

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

a. Gross floor building area of the premises to be licensed: 7,256 square feet.

b. Gross outdoor seating areas of the premises to be licensed: 0 square feet.

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

Axe throwing & Teambuilding events Main focus is on
corporate team building and events to grow team
communication

D. DePuy
Signature

6/20/2023
Date

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

Submit to municipal clerk.

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

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

The undersigned duly authorized officer/member/manager of Newell Company, Inc. DBA Lumberjack Johnny's
(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
Lumberjack Johnny's
(Trade Name)

located at 2701 N Oneida Suite E, Appleton, WI

appoints David Oshefsky
(Name of Appointed Agent)

2053 Shady Ln, Green Bay, WI 54313
(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).
Lumberjack Johnny's, 1017 Waukegan Ln Ashwaubenon, WI 54304

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? 47 years

Place of residence last year 2053 Shady Ln Green Bay, WI 54313

For: Newell Company, Inc. DBA Lumberjack Johnny's
(Name of Corporation / Organization / Limited Liability Company)

By: D Oshefsky
(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, DAVID P. OSHEFSKY, 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.

D. Oshefsky 6/22/2023 Agent's age REDACTED
(Signature of Agent) (Date)

2053 Shady Ln, Green Bay, WI 54313 Date of birth REDACTED
(Home Address of Agent)

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

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

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