



# City of Appleton

100 North Appleton Street  
Appleton, WI 54911-4799  
www.appletonwi.gov

## Meeting Agenda - Final Safety and Licensing Committee

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Wednesday, July 9, 2025

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  
[25-0745](#) Safety & Licensing Committee Minutes from 6/11/2025  
*Attachments:* [S&L Minutes 6-11-25.pdf](#)
5. **Public Hearing/Appearances**  
[25-0758](#) Demerit Point Violation Appearance - Foxtrot Saloon  
*Attachments:* [Foxtrot Saloon Demerit Pt Violation Letter.pdf](#)  
[25-0759](#) Demerit Point Violation Appearance - Lindo Michoacan  
*Attachments:* [Lindo Michoacan Demerit Pt Violation Letter.pdf](#)  
[25-0757](#) Demerit Point Violation Appearance - Walgreens #05102  
*Attachments:* [Walgreen's College Ave Violation Letter.pdf](#)
6. **Action Items**  
[25-0739](#) Fire Department Request to Approve Northeast Wisconsin Hazardous Materials Response Service Agreement with Department of Military Affairs  
*Attachments:* [Northeast Hazmat Response Services Agreement 25-27 \(clean\).pdf](#)  
[25-0746](#) McFleshman's Full Service Retail Outlet Transfer Application for Art at the Park: July 26 & 27, 2025  
*Attachments:* [McFleshmans AB-105 - Art at the Park Redacted.pdf](#)

- [25-0756](#) Class "B" Beer and "Class B" Liquor License Change of Agent application for Henry Grishaber LLC d/b/a Hank & Karen's Pub & Grill, Magdalene Kresal, New Agent, located at 1937 East John St  
**Attachments:** [Hank & Karen's.Alcohol.COA.6.24.25.REDACTED.pdf](#)
- [25-0764](#) Class "B" Beer and "Class B" Liquor license application for Ninja Appleton LLC d/b/a Ninja Sushi & Hibachi, Ping Cheng, Agent, located at 4025 E Lorna Ln, contingent upon approval from the Health and Inspections departments  
**Attachments:** [Ninja Sushi & Hibachi.Ninja Appleton LLC.Alcohol.Class B\\_Beer Liquor.5.2.25.F](#)
- [25-0765](#) Class "B" Beer and "Class B" Liquor License temporary premises amendment application for Wooden Nickel Restaurant and Lounge Inc d/b/a Wooden Nickel Sports Bar & Grill, Anthony Mueller, Agent, located at 217 E College Ave, on July 31, Aug 1, & Aug 2, 2025 from 1:00 p.m. to 12:00 a.m. and Aug 3, 2025 from 12:00 p.m. to 5:00 p.m. for Mile of Music event, contingent upon approval from the Inspections and Public Works departments  
**Attachments:** [Wooden Nickel.Alcohol.PA Temp.Mile of Music 7.31.25.REDACTED.pdf](#)
- [25-0766](#) Class "B" Beer and "Class B" Liquor License temporary premises amendment application for Gregg Vandinter d/b/a Riverside Bar & Grill, located at 906 S Olde Oneida St, on July 31, Aug 1, Aug 2, & Aug 3, 2025 from 8:00 a.m. to 2:30 a.m. for Mile of Music event, contingent upon approval from the Inspections, Finance, and Public Works departments  
**Attachments:** [Riverside Bar.Alcohol.PA Temp.Mile of Music 7.31.25.REDACTED.pdf](#)
- [25-0767](#) Class "B" Beer and "Class B" Liquor License temporary premises amendment application for DDCT Inc d/b/a Jim's Place, Stacy Hoffman, Agent, located at 223 E College Ave, on July 31, Aug 1, & Aug 2, 2025 from 1:00 p.m. to 12:00 a.m. and Aug 3, 2025 from 12:00 p.m. to 5:00 p.m. for Mile of Music event, contingent upon approval from the Inspections and Public Works departments  
**Attachments:** [Jims Place.Alcohol.PA Temp.Mile of Music.7.31.25.REDACTED.pdf](#)
- [25-0762](#) Cigarette, Tobacco, and Electronic Vaping Device license renewal application for AY Trading Inc d/b/a Smokes and Vape, Ismail Abu Yosef, Agent, located at 2448 W College Ave  
**Attachments:** [Smokes and Vape Renewal 6.13.25.REDACTED.pdf](#)
- [25-0763](#) Cigarette, Tobacco, and Electronic Vaping Device license renewal application for Elf's Gifts LLC, Robert Cadmus, Agent, located at 2700 W College Ave Ste 11  
**Attachments:** [Elf's Gifts.CTV.6.23.25.REDACTED.pdf](#)

- [25-0761](#) Pet Store license renewal application for PetCo #1656, Richard Skeen, Applicant, located at 3829 E Calumet St.  
**Attachments:** [PetCo #1656.PK.6.26.25.REDACTED.pdf](#)
- [25-0760](#) Pet Store license renewal application for The Fishguys LLC d/b/a Wild Habitats, Brady Bartel, Applicant, located at 1350 W College Ave, contingent upon approval from the Finance and Inspections departments  
**Attachments:** [Wild Habitats.PK.6.18.25.REDACTED.pdf](#)
- [25-0768](#) Taxicab Company License renewal application for Dynasty Limousine Service LLC, Owner, Diana Wolters, 1900 Vandenberg Ln, Kaukauna, WI 54130 contingent upon approval from the Inspections department  
**Attachments:** [Dynasty Limousine Service LLC - Taxicab Co Renewal App.pdf](#)
- [25-0775](#) Temporary Class "B" Beer and "Class B" Wine License application for Building for Kids Children's Museum, Oliver Zornow, Person in Charge, located at 100 W College Ave, for Building for Grown Ups event on Aug 9, 2025 from 6:00 p.m. to 9:00 p.m., contingent upon approval from the Police, Fire, and Health departments  
**Attachments:** [Building for Kids. Alcohol.Temp B Beer Wine.Building for Grown Ups.8.9.25.RE](#)
- [25-0776](#) Temporary Class "B" Beer and "Class B" Wine License application for Sacred Heart Church, Dave Erickson, Person in Charge, located at 222 E Fremont St, for Parish Fest event on Aug 16, 2025 from 11:00 a.m. to 10:00 p.m. and Aug 17, 2025 from 10:00 a.m. to 3:00 p.m., contingent upon approval from the Police, Fire, and Health departments  
**Attachments:** [Sacred Heart Church.Alcohol.Temp B Beer Wine.Parish Fest.8.16.25.REDACT](#)
- [25-0777](#) Temporary Class "B" Beer License application for Appleton Downtown Inc, Jennifer Stephany, Person in Charge, on College Avenue from Superior St to Durkee St, for Light the Night Market event on Aug 22, 2025 from 5:00 p.m. to 10:00 p.m., contingent upon approval from the Fire and Health departments  
**Attachments:** [Appleton Downtown Inc.Alcohol.Temp B Beer.Light the Night Market.8.22.25.R](#)
- [25-0778](#) Temporary Class "B" Beer and "Class B" Wine License application for St Pius X Catholic Church, Jeff Erickson, Person in Charge, located at 500 W Marquette St, for Summer Festival at St Pius X event on Aug 22, 2025 from 5:00 p.m. to 11:00 p.m., Aug 23, 2025 from 1:00 p.m. to 11:00 p.m., and Aug 24, 2025 from 9:30 a.m. to 1:00 p.m., contingent upon approval from the Police, Fire, and Health departments  
**Attachments:** [St Pius X Catholic Church.Alcohol.Temp B Beer Wine.Summer Festival.8.22.25](#)

## 7. Information Items

[25-0755](#) AASD Truancy Initiatives Update

[25-0753](#) Alcohol License Violation Convictions:  
Sell Alcohol to Minor

- Wal-Mart Super Center, 3701 E. Calumet St
- Scuba's Pourhouse, 1309 E. Wisconsin Ave
- Rascal's Bar & Grill, 702 E. Wisconsin Ave
- Appleton Liquor, 2727 N. Meade St

[25-0747](#) Police Department Portable Radio Replacement Memo

**Attachments:** [Radio Request to S&L Committee Memo.pdf](#)

[25-0709](#) Special Events

- Summer Shootout: Kickin' for a Cure, Wisconsin United Football Club, USA Youth Sports Complex, June 20th - June 22nd 2025
- Reclaim Roe NOW: A Rally for Reproductive Rights, Appleton Area NOW, Houdini Plaza, June 22nd 2025
- Mandala Yoga Festival, Pierce Park, June 29th 2025
- City of Appleton Independence Day Celebration, Appleton Memorial Park, July 3rd 2025
- Flicks & Sips, Appleton Parks and Recreation Department, Jones Park, July 11th and September 13th 2025
- YMCA Swim Team - Bird Bath, YMCA of the Fox Cities, Erb Pool, July 11th - July 13th 2025
- A Walk in the Park, Friends of the Scheig Center Gardens, Appleton Memorial Park, July 19th 2025

[25-0741](#) Director's Report

1. City Clerk
2. Fire Chief
  - Hiring Update
  - EMS Operational Plan Approval
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.appletonwi.gov

## Meeting Minutes - Final Safety and Licensing Committee

---

Wednesday, June 11, 2025

5:30 PM

Council Chambers, 6th Floor

---

1. Call meeting to order

*This meeting was called to order by Chair Croatt at 5:30 p.m.*

2. Pledge of Allegiance

3. Roll call of membership

**Present:** 5 - Croatt, Hartzheim, Van Zeeland, Fenton and Firkus

4. Approval of minutes from previous meeting

[25-0589](#)

Safety & Licensing Committee Minutes from 6/4/2025

**Attachments:** [S&L Minutes 6-4-25.pdf](#)

Hartzheim moved, seconded by Fenton, that the Minutes be approved. Roll Call. Motion carried by the following vote:

**Aye:** 5 - Croatt, Hartzheim, Van Zeeland, Fenton and Firkus

5. Public Hearing/Appearances

6. Action Items

[25-0616](#)

Class "B" Beer and Reserve "Class B" Liquor License application for American Food & Vending Corporation d/b/a American Dining Creations, Kelly Noel, Agent, located at 711 E Boldt Way

**Attachments:** [American Dining Creations \(Warch\).Alcohol.Class B Beer Reserve Liquor.5.21.25.REDACTED.pdf](#)

Hartzheim moved, seconded by Fenton, that the Class "B" Beer and Reserve "Class B" Liquor license application be recommended for approval. Roll Call. Motion carried by the following vote:

**Aye:** 5 - Croatt, Hartzheim, Van Zeeland, Fenton and Firkus

[25-0619](#)

Class "B" Beer and Reserve "Class B" Liquor License renewal application for American Food & Vending Corporation d/b/a American Dining Creations, Kelly Noel, Agent, located at 711 E Boldt Way, contingent upon approval of the original application

**Attachments:** [American Dining Creations.Warch 2025 Renewal.pdf](#)

Hartzheim moved, seconded by Fenton, that the Class "B" Beer and Reserve "Class B" Liquor license renewal application be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Croatt, Hartzheim, Van Zeeland, Fenton and Firkus

[25-0617](#)

Class "B" Beer and "Class C" Wine License application for American Food & Vending Corporation d/b/a American Dining Creations, Kelly Noel, Agent, located at 1201 E John St, contingent upon approval from the Community Development department

**Attachments:** [American Dining Creations \(Banta Bowl\).Alcohol Class B Beer Class C Wine.5.21.25.REDACTED.pdf](#)

Hartzheim moved, seconded by Fenton, that the Class "B" Beer and "Class C" Wine license application be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Croatt, Hartzheim, Van Zeeland, Fenton and Firkus

[25-0621](#)

Class "B" Beer and "Class C" Wine License renewal application for American Food & Vending Corporation d/b/a American Dining Creations, Kelly Noel, Agent, located at 1201 E John St, contingent upon approval of the original application

**Attachments:** [American Dining Creations.Banta Bowl 2025 Renewal.pdf](#)

Hartzheim moved, seconded by Fenton, that the Class "B" Beer and "Class C" Wine license renewal application be recommended for approval. Roll Call. Motion carried by the following vote:

Aye: 5 - Croatt, Hartzheim, Van Zeeland, Fenton and Firkus

### **Balance of the action items on the agenda.**

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

Aye: 5 - Croatt, Hartzheim, Van Zeeland, Fenton and Firkus

[25-0622](#)

2025-2026 Late Late Alcohol License renewal applications, contingent upon approval from all departments by 12:00 p.m. on June 30, 2025

**Attachments:** [2025 Late Late Alcohol License Renewals.pdf](#)

This Report Action Item was recommended for approval.

[25-0650](#)

Hop Yard Ale Works Full Service Retail Outlet Transfer Application for Flick & Sips Events: July 11, 2025 & September 13, 2025

**Attachments:** [Hop Yard AB105 - 2025 Flick-n-Sips.pdf](#)

This Report Action Item was recommended for approval.

[25-0625](#)

2025-2026 Late Late Cigarette, Tobacco, and Electronic Vaping Device License renewal applications

**Attachments:** [2025 LATE LATE CTV RENEWALS.pdf](#)

This Report Action Item was recommended for approval.

[25-0623](#)

Class "A" Beer and "Class A" Liquor License Change of Agent for Walgreen Co d/b/a Walgreen #5102, David Gallagher, New Agent, located at 700 W College Ave, contingent upon approval from the Police department

**Attachments:** [Walgreens 5102.Alcohol.COA.5.19.25.pdf](#)

This Report Action Item was recommended for approval.

[25-0624](#)

Class "B" Beer and Reserve "Class B" Liquor License Change of Agent for Holidays Pub LLC d/b/a Holidays Pub & Grill, Franklin Jaramillo, New Agent, located at 3950 N Richmond St, contingent upon approval from the Police department

**Attachments:** [Holidays Pub & Grill.Alcohol.COA.6.2.25.pdf](#)

This Report Action Item was recommended for approval.

[25-0626](#)

Class "B" Beer and "Class B" Liquor License Permanent Premises Amendment application for Generation Paulson d/b/a The Daily Pint, Chris Paulson, Agent, located at 830 E Northland Ave, contingent upon approval from the Health and Public Works departments

**Attachments:** [The Daily Pint.Alcohol.PA\\_Perm.5.21.25.REDACTED.pdf](#)

This Report Action Item was recommended for approval.

[25-0627](#)

Class "B" Beer and "Class B" Liquor License Temporary Premises Amendment application for Generation Paulson d/b/a The Daily Pint, Chris Paulson, Agent, located at 830 E Northland Ave, on July 27, 2025 from 1:00 p.m. to 8:00 p.m., contingent upon approval from the Health, Inspections and Public Works departments

**Attachments:** [The Daily Pint.Alcohol.PA\\_Temp.5.21.25.REDACTED.pdf](#)

This Report Action Item was recommended for approval.

[25-0628](#)

Class "B" Beer and "Class B" Liquor License Permanent Premises Amendment application for Bowl Ninety-One LLC d/b/a Bowl Ninety-One, Thong Vue, Agent, located at 100 E College Ave, contingent upon approval from the Health, Inspections, and Public Works departments

**Attachments:** [Bowl Ninety One.Alcohol.PA\\_Perm.5.21.25.REDACTED.pdf](#)

**This Report Action Item was recommended for approval.**

[25-0629](#)

Class "B" Beer and "Class B" Liquor License Temporary Premises Amendment application for Chandelier LLC d/b/a Broken Chandelier, Kyle Jones, Agent, located at 215 W College Ave, contingent upon approval from the Fire, Health, Inspections, and Public Works departments

**Attachments:** [Broken Chandelier.PA\\_Temp.Summer 2025.REDACTED.pdf](#)

**This Report Action Item was recommended for approval.**

[25-0630](#)

Class "B" Beer and "Class B" Liquor License Temporary Premises Amendment application for Spats Food and Spirits LLC d/b/a Spats Food and Spirits, Nicholas Kapheim, Agent, located at 733 W College Ave from 12:00 p.m. to 12:00 a.m. on July 31, August 1, 2, 3, 4, and 5, 2025 for Mile of Music event, contingent upon approval from the Police, Inspections, and Finance department

**Attachments:** [Spats.Alcohol.PA\\_Temp.Mile of Music.7.31.25.REDACTED.pdf](#)

**This Report Action Item was recommended for approval.**

[25-0631](#)

Class "B" Beer and "Class B" Liquor License Temporary Premises Amendment application for SC Carrow Corp d/b/a Rookies Sports Bar & Grill, Steven Carrow, Agent, located at 325 N Appleton St, from 11:00 a.m. on July 31 to 11:00 a.m. on August 3, 2025 for Mile of Music event, contingent upon approval from the Police, Health, Inspections, and Public Works departments

**Attachments:** [Rookies Sports Bar & Grill.Alcohol.PA\\_Temp.Mile of Music.7.31.25.REDACTED.pdf](#)

**This Report Action Item was recommended for approval.**

[25-0632](#)

Class "B" Beer and "Class B" Liquor License Temporary Premises Amendment application for Fox River House LLC d/b/a Fox River House, Cassidy Evers, Agent, located at 211 S Walnut St, from 8:00 a.m. on July 31 to 8:00 p.m. on August 3, 2025 for Mile of Music event, contingent upon approval from the Community Development and Inspections departments

**Attachments:** [Fox River House.Alcohol.PA\\_Temp.7.31.25.REDACTED.pdf](#)

This Report Action Item was recommended for approval.

[25-0633](#)

Class "B" Beer and "Class B" Liquor License Temporary Premises Amendment application for TNE Inc d/b/a Emmetts Bar & Grill, Sharon Reader, Agent, located at 139 N Richmond St, on July 31, 2025 from 3:00 p.m. to 11:00 p.m., August 1 & 2, 2025 from 1:00 p.m. to 11:00 p.m., and August 3, 2025 from 3:00 p.m. to 8:00 p.m. for Mile of Music event, contingent upon approval from the Community Development, Inspections, and Public Works departments

**Attachments:** [Emmetts Bar & Grill.Alcohol.PA\\_Temp.7.31.25.REDACTED.pdf](#)

This Report Action Item was recommended for approval.

[25-0586](#)

Mobile Home Park License Renewal Application for Fox Valley Estates, located at 106 Primrose Lane, contingent on approval from the Public Works department

**Attachments:** [Fox Valley Estates Mobile Home Park Renewal App.pdf](#)

This Report Action Item was recommended for approval.

[25-0642](#)

Pet Store License renewal application for Fish Cave, Ton Vang, Applicant, located at 2110 S Memorial Dr, contingent upon approval from the Inspections department

**Attachments:** [Fish Cave.PK.5.29.25.REDACTED.pdf](#)

This Report Action Item was recommended for approval.

[25-0638](#)

Salvage Dealer's License renewal application for Golper Supply Co Inc, David Golper, Applicant, located at 1810 W Edgewood Dr, contingent upon approval from the Inspections department

**Attachments:** [Golper Supply Co.SV.5.28.25.REDACTED.pdf](#)

This Report Action Item was recommended for approval.

[25-0641](#) Salvage Dealer's License renewal application for Mach IV Motors LLC, Kara Tullberg, Applicant, located at 600 E Hancock St, contingent upon approval from the Fire and Inspections department

**Attachments:** [Mach IV Motors.SV.6.3.25.REDACTED.pdf](#)

This Report Action Item was recommended for approval.

[25-0611](#) Taxicab Company License Renewal Application for Z's Overflow LLC d/b/a Phoenix Transportation, Owner, Zonia Mims, 1280 S. Van Dyke Rd. #3, Appleton, WI 54914, contingent upon approval from the Risk Manager

**Attachments:** [Z's Overflow LLC - Taxicab Co Renewal App.pdf](#)

This Report Action Item was recommended for approval.

[25-0634](#) Temporary Class "B" Beer License application for The Trout Museum of Art, Christina Turner, Person in Charge, at City Park, 500 E Franklin St, on July 26, 2025 from 9:00 a.m. to 5:00 p.m. and July 27, 2025 from 9:00 a.m. to 4:00 p.m. for Art at the Park event, contingent upon approval from the Health and Fire departments

**Attachments:** [Trout Museum.Alcohol.Temp B\\_Beer.Art at the Park.7.26.25.REDACTED.pdf](#)

This Report Action Item was recommended for approval.

[25-0635](#) Temporary Class "B" Beer License application for Creative Downtown Appleton Inc, Jennifer Stephany, Person in Charge, at Jones Park, 301 W Lawrence St, on July 31, August 1, 2, & 3, 2025 from 11:00 a.m. to 11:00 p.m. for Mile of Music event, contingent upon approval from the Health and Fire departments

**Attachments:** [Creative DT Appleton.Alcohol.Temp B Beer.Mile of Music.7.31.25.REDACTED.pdf](#)

This Report Action Item was recommended for approval.

[25-0636](#) Temporary Class "B" Beer and "Class B" Wine License application for Fox Valley Vietnam Veterans Association, David Willems, Person in Charge, for Lawrence Lawn on Lawrence University Campus, on July 31, August 1, 2, & 3, 2025 from 9:30 a.m. to 12:30 a.m. for Mile of Music event, contingent upon approval from the Health and Fire departments

**Attachments:** [Fox Valley Vietnam Vets.Alcohol.Temp B\\_Beer Wine.Mile of Music Lawrence Lawn.7.31.25.REDACTED.pdf](#)

This Report Action Item was recommended for approval.

[25-0637](#)

Temporary Class "B" Beer and "Class B" Wine License application for Fox Valley Vietnam Veterans Association, David Willems, Person in Charge, for Houdini Plaza, on July 31, August 1, 2, & 3, 2025 from 9:30 a.m. to 12:30 a.m. for Mile of Music event, contingent upon approval from the Health and Fire departments

**Attachments:** [Fox Valley Vietnam Vets.Alcohol.Temp B Beer Wine.Mile of Music Houdini Plaza.7.31.25.REDACTED.pdf](#)

This Report Action Item was recommended for approval.

## 7. Information Items

[25-0651](#)

Alcohol License Violation Convictions:

No Licensed Operator

- Lindo Michoacan, 211 N Richmond St
- Walgreens, 700 W College Ave

Sell Alcohol to Minor

- Foxtrot Saloon, 812 S Oneida St
- Stucs Pizza, 110 N Douglas St

[25-0681](#)

AASD Truancy Initiatives Update

**Attachments:** [AASD Attendance Support Process - 6.11.25.pdf](#)

*The following spoke regarding the Truancy Initiative:*

*Greg Hartjes, AASD Superintendent*

*Stephanie Marta*

*Debbie Strick*

*Krista Olearnick*

[25-0587](#)

## Special Events

- Appleton Downtown Inc., Light the Night Market - Spring, College Avenue from Durkee St to Superior St, May 30th 2025
- Appleton Downtown Inc., Downtown Appleton Farm Market, College Avenue from Drew St to Appleton St including Houdini Plaza, Saturdays June 7th 2025 - October 11th 2025
- Prospera Credit Union, Prospera Community Lunch & Learn, Houdini Plaza, June 11th 2025
- Appleton Fox Cities Kiwanis Club, 15th Annual Fox Cities Butterfly Festival, City Park, June 14th 2025
- YMCA of the Fox Cities, YMCA Swim Team - Summer Classic, Erb Pool, June 14th and June 15th 2025
- Lawrence University, Commencement 2025, College Avenue and Lawrence University Main Green, June 15th 2025
- Appleton Parks & Recreation Department, Kid's Fun Runs, Appleton Memorial Park Amphitheater, June 19th and July 20th 2025
- Appleton Parks & Recreation Department, Movie on the Hill Series, Appleton Memorial Park, June 19th and August 7th 2025
- B.A.B.E.S. Inc. Child Abuse Prevention Program, Takin' it Outside, Appleton Memorial Park, June 20th 2025
- Fox Valley Pride Festival, Jones Park, June 21st 2025
- Creative Downtown Appleton Inc., Make Music Day, College Avenue and Houdini Plaza, June 21st 2025

[25-0588](#)

## Directors Report

1. City Clerk
  - Special Event Policy Update
2. Fire Chief
3. Police Chief

## 8. Adjournment

**Hartzheim moved, seconded by Fenton, that the meeting be adjourned at 6:23 p.m. Roll Call. Motion carried by the following vote:**

**Aye:** 5 - Croatt, Hartzheim, Van Zeeland, Fenton and Firkus



DEPARTMENT OF  
**LEGAL AND  
ADMINISTRATIVE  
SERVICES**

**OFFICE OF THE CITY CLERK**

100 North Appleton Street  
Appleton, WI 54911  
p: 920.832.6443  
f: 920.832.5823  
[www.appletonwi.gov](http://www.appletonwi.gov)

**June 10, 2025**

**Foxtrot Saloon  
812 S Oneida Street  
Appleton, WI 54915**

**Attention: Gregg Van Dinter**

Dear Alcohol License Holder,

The purpose of this letter is to inform you of the status of the demerit points against your alcohol license for the premises known as Foxtrot Saloon, located at 812 S Oneida Street in the City of Appleton. Furthermore, **you are hereby required to attend the Safety and Licensing Committee on Wednesday, July 9th at 5:30 p.m.** in the Council Chambers, 6<sup>th</sup> floor of City Hall, to inform the Committee about your efforts to rectify the issues that caused the imposition of any demerit points.

Your establishment recently had a violation for Dispense Alcohol to Minor on March 27, 2025 which resulted in convictions on May 28, 2025. Dispense Alcohol to Minor carries an assessment of 80 demerit points. At this time, the license for this establishment has a total of 80 demerit points assessed against it within the last 24 months.

Please be advised that if any establishment holding an alcohol license accumulates 150-199 demerit points within a 24-month period, the license is subject to suspension for not less than 10 days nor more than 90 days. If any alcohol licensee accumulates 200 or more demerit points within a 36-month period, the license is subject to revocation. A copy of the ordinance was provided to you at the time you received your license.

*The City of Appleton Police Department offers free training to help ensure your establishment is operating in a manner that is safe and legal. If you are interested in taking advantage of this free training, please contact Lt. Benjamin Goodin at the Appleton Police Department.*

If you have any questions related to this matter, please contact me at 920-832-6443.

Respectfully,

Kami Lynch, City Clerk



DEPARTMENT OF  
**LEGAL AND  
ADMINISTRATIVE  
SERVICES**

**OFFICE OF THE CITY CLERK**

100 North Appleton Street  
Appleton, WI 54911  
p: 920.832.6443  
f: 920.832.5823  
[www.appletonwi.gov](http://www.appletonwi.gov)

**June 10, 2025**

**Lindo Michoacan  
211 N Richmond St  
Appleton, WI 54911**

**Attention: Pedro Juarez**

Dear Alcohol License Holder,

The purpose of this letter is to inform you of the status of the demerit points against your alcohol license for the premises known as Lindo Michoacan, located at 211 N Richmond Street, in the City of Appleton. Furthermore, **you are hereby required to attend the Safety and Licensing Committee on Wednesday, July 9th at 5:30 p.m.** in the Council Chambers, 6<sup>th</sup> floor of City Hall, to inform the Committee about your efforts to rectify the issues that caused the imposition of any demerit points.

Your establishment recently had a violation for No Licensed Operator on Premises on March 22, 2025 which resulted in convictions on May 28, 2025. No Licensed Operator carries an assessment of 40 demerit points. At this time, the license for this establishment has a total of 40 demerit points assessed against it within the last 24 months.

Please be advised that if any establishment holding an alcohol license accumulates 150-199 demerit points within a 24-month period, the license is subject to suspension for not less than 10 days nor more than 90 days. If any alcohol licensee accumulates 200 or more demerit points within a 36-month period, the license is subject to revocation. A copy of the ordinance was provided to you at the time you received your license.

*The City of Appleton Police Department offers free training to help ensure your establishment is operating in a manner that is safe and legal. If you are interested in taking advantage of this free training, please contact Lt. Benjamin Goodin at the Appleton Police Department.*

If you have any questions related to this matter, please contact me at 920-832-6443.

Respectfully,

Kami Lynch, City Clerk



DEPARTMENT OF  
**LEGAL AND  
ADMINISTRATIVE  
SERVICES**

**OFFICE OF THE CITY CLERK**

100 North Appleton Street  
Appleton, WI 54911  
p: 920.832.6443  
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[www.appletonwi.gov](http://www.appletonwi.gov)

**June 10, 2025**

**Walgreens  
700 W College Ave  
Appleton, WI 54914**

**Attention: Sarah Loeck**

Dear Alcohol License Holder,

The purpose of this letter is to inform you of the status of the demerit points against your alcohol license for the premises known as Walgreens, located at 700 W College Avenue in the City of Appleton. Furthermore, **you are hereby required to attend the Safety and Licensing Committee on Wednesday, July 9th at 5:30 p.m.** in the Council Chambers, 6<sup>th</sup> floor of City Hall, to inform the Committee about your efforts to rectify the issues that caused the imposition of any demerit points.

Your establishment recently had a violation for No Licensed Operator on March 21, 2025 which resulted in convictions on May 28, 2025. No Licensed Operator carries an assessment of 40 demerit points. At this time, the license for this establishment has a total of 40 demerit points assessed against it within the last 24 months.

Please be advised that if any establishment holding an alcohol license accumulates 150-199 demerit points within a 24-month period, the license is subject to suspension for not less than 10 days nor more than 90 days. If any alcohol licensee accumulates 200 or more demerit points within a 36-month period, the license is subject to revocation. A copy of the ordinance was provided to you at the time you received your license.

*The City of Appleton Police Department offers free training to help ensure your establishment is operating in a manner that is safe and legal. If you are interested in taking advantage of this free training, please contact Lt. Benjamin Goodin at the Appleton Police Department.*

If you have any questions related to this matter, please contact me at 920-832-6443.

Respectfully,

Kami Lynch, City Clerk



# CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES

JULY 1, 2025, THROUGH JUNE 30, 2027

Between

STATE OF WISCONSIN  
DEPARTMENT OF MILITARY AFFAIRS  
DIVISION OF EMERGENCY MANAGEMENT

And

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

NORTHEAST  
WISCONSIN HAZARDOUS MATERIALS TASKFORCE



## **CONTRACT FOR WISCONSIN HAZARDOUS MATERIALS RESPONSE SYSTEM SERVICES**

### **1.0 General Contract Information**

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

### 1.2 **Recitals:**

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

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

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

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

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

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

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

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

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

State means the State of Wisconsin.

Department means the State of Wisconsin Department of Military Affairs.

Division means the Division of Emergency Management.

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

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

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

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

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

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

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

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

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

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

### **3.0 Statement of Work**

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

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

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

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

Agreement.

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

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

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

received.

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

#### **4.0 Advisory Committee**

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

#### **5.0 Contractor Annual Allocation, Reimbursement, and Grants**

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

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

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

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

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

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

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

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

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

established rates.

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

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

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

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

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

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

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

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

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

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

5.6 **Minimum Appropriation:** The Division has requested in its State Fiscal Years 2025-2027 budget a sum to cover the annual allocation for those fiscal years as described in "Exhibit B" to this Agreement. If at least that amount is appropriated, then that amount shall be the minimum amount payable annually to response teams, with any additional amounts that might be appropriated payable pro rata to the response teams as part of the annual allocation. The minimum contract annual allocation does not, however, include Contractor's response costs as specified in Subsection 5.2 of this Agreement.

5.7 **Full Payment and Release:** The Division's reimbursement(s) shall be full payment for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work authorized under this Agreement. Acceptance of payment by the Contractor shall operate as a release of the Division of all claims by Contractor for reimbursement of its response costs.

5.8 **Approval:** Contractor, when acting under this Agreement, may not participate in an emergency response to a Level A release without following the Division-approved "Call Out Procedure." Contractor agrees to make reasonable and good faith efforts to minimize costs.

5.9 **Retirement System Status and Tax Payments:** Contractor and its employees are not entitled under this Agreement to Division contribution to any retirement benefit or other benefit offered by Contractor or the State. Contractor shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes.

5.10 **Worker's Compensation:** A member of the Northeast Wisconsin Hazardous Materials Taskforce who is acting under the scope of this Agreement is an employee of the State for purposes of worker's compensation under § 323.70(5) of the Wisconsin Statutes. For all other purposes, the member remains Contractor's employee.

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

## 6.0 **Liability and Indemnity**

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

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

Agreement.

## **7.0 Insurance Provisions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.8 **Termination of Agreement:**

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

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

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

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

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

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

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

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

Copies of such written reports shall also be sent to:

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

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

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

**Approving Signatures:**

**ON BEHALF OF THE DIVISION OF EMERGENCY MANAGEMENT (DIVISION)**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.**

---

**Greg Engle, Division Administrator**

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

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

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

**On Behalf of the City of Appleton**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

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

**On Behalf of the City of Appleton**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Jeri A. Ohman**

**Title: Finance Director**

**Address: 100 North Appleton Street**

**City/State: Appleton, WI Zip: 54911**

**Approved as to form:**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Christopher R. Behrens**

**Title: City Attorney**

**Address: 100 North Appleton Street**

**City/State: Appleton, WI Zip: 54911**

**On Behalf of the City of Appleton Fire Department**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Jeremy Hansen**

**Title: Fire Chief**

**Address: 700 North Drew Street**

**City/State: Appleton, WI Zip: 54911**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

**Signature:** \_\_\_\_\_

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

**On Behalf of the City of Oshkosh**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

**Signature:** \_\_\_\_\_

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

**Approved as to form:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

**Signature:** \_\_\_\_\_

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

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

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Eric Genrich**

**Title: Mayor**

**Address: 100 North Jefferson Street**

**City/State: Green Bay, WI Zip: 54301**

**On Behalf of the City of Green Bay**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Celestine Jeffreys**

**Title: City Clerk**

**Address: 100 North Jefferson Street**

**City/State: Green Bay, WI Zip: 54301**

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

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Katie Rosenberg**

**Title: Mayor**

**Address: 407 Grant Street**

**City/State: Wausau, WI Zip: 54403**

**On Behalf of the City of Wausau**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Kaitlyn Bernarde**

**Title: City Clerk**

**Address: 407 Grant Street**

**City/State: Wausau, WI Zip: 54403**

**On Behalf of the City of Wausau Fire Department**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Robert Barteck**

**Title: Fire Chief**

**Address: 606 East Thomas Street**

**City/State: Wausau, WI Zip: 54403**

**On Behalf of the City of Rhineland**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Kris Hanus**

**Title: Mayor**

**Address: 135 S Stevens St**

**City/State: Rhineland WI 54501**

**On Behalf of the City of Rhineland**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Brian Tonnancour**

**Title: Fire Chief**

**Address: 135 S Stevens St**

**City/State: Rhineland, Wisconsin 54501**

**On Behalf of the City of Rhineland**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Scott Holewinski**

**Title: County Board Chair**

**Address: PO Box 1245**

**City/State: Rhineland WI 54501**

**Signature: \_\_\_\_\_**

**Printed Name: Steven Schreier**

**Title: Public Safety Committee Chair**

**Address: PO Box 1245**

**City/State: Rhineland WI 54501**

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

**Signature: \_\_\_\_\_**

**Printed Name: Steve Genisot**

**Title: Mayor**

**Address: 1905 Hall Avenue**

**City/State: Marinette, WI Zip: 54143**

**On Behalf of the City of Marinette**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

**Signature: \_\_\_\_\_**

**Printed Name: Lana Bero**

**Title: City Clerk**

**Address: 1905 Hall Avenue**

**City/State: Marinette, WI Zip: 54143**

**On Behalf of the City of Marinette**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

**Signature: \_\_\_\_\_**

**Printed Name: Jacqueline Miller**

**Title: City Treasurer and Finance Director**

**Address: 1905 Hall Avenue**

**City/State: Marinette, WI Zip: 54143**

**On Behalf of the City of Marinette Fire Department**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Jay Heckel**

**Title: Fire Chief**

**Address: 1450 Main Street**

**City/State: Marinette, WI Zip: 53143**

**Approved as to form:**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Robert Gagan**

**Title: City Attorney**

**Address: 1905 Hall Avenue**

**City/State: Marinette, WI Zip: 54143**

**On Behalf of Waupaca County**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

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

**Approved as to form:**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Lois TeStrake**

**Title: Mayor**

**Address: 207 West 6<sup>th</sup> Street**

**City/State: Marshfield, WI Zip: 54449**

**On Behalf of the City of Marshfield**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Jessica Schiferl**

**Title: City Clerk**

**Address: 207 West 6<sup>th</sup> Street**

**City/State: Marshfield, WI Zip: 54449**

**On Behalf of the City of Marshfield**

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

**Printed Name: Jennifer Selenske**

**Title: Finance Director**

**Address: 207 West 6<sup>th</sup> Street**

**City/State: Marshfield, WI Zip: 54449**

**On Behalf of the City of Marshfield Fire Department**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Peter Fletty**

**Title: Fire Chief**

**Address: 207 West 6<sup>th</sup> Street**

**City/State: Marshfield, WI Zip: 54449**

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

Dated This \_\_\_\_\_ day of \_\_\_\_\_, 2025

Signature \_\_\_\_\_

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

**On behalf of the City of Wisconsin Rapids**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

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

**On behalf of the City of Wisconsin Rapids**

Dated this \_\_\_\_\_ Day of \_\_\_\_\_, 2025

Signature: \_\_\_\_\_

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

**On Behalf of the city of Wisconsin Rapids Fire Department**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025**

**Signature: \_\_\_\_\_**

**Printed Name: Todd Eckes**

**Title: Fire Chief**

**Address: 1511 12<sup>th</sup> Street South**

**City/State/ Wisconsin Rapids WI Zip: 54494**

## Exhibit A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit B

NORTHEAST WISCONSIN  
HAZARDOUS MATERIALS  
TASKFORCE

**WISCONSIN HAZARDOUS  
MATERIALS RESPONSE SYSTEM**

**BUDGET**

**CONTRACTORS:**

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

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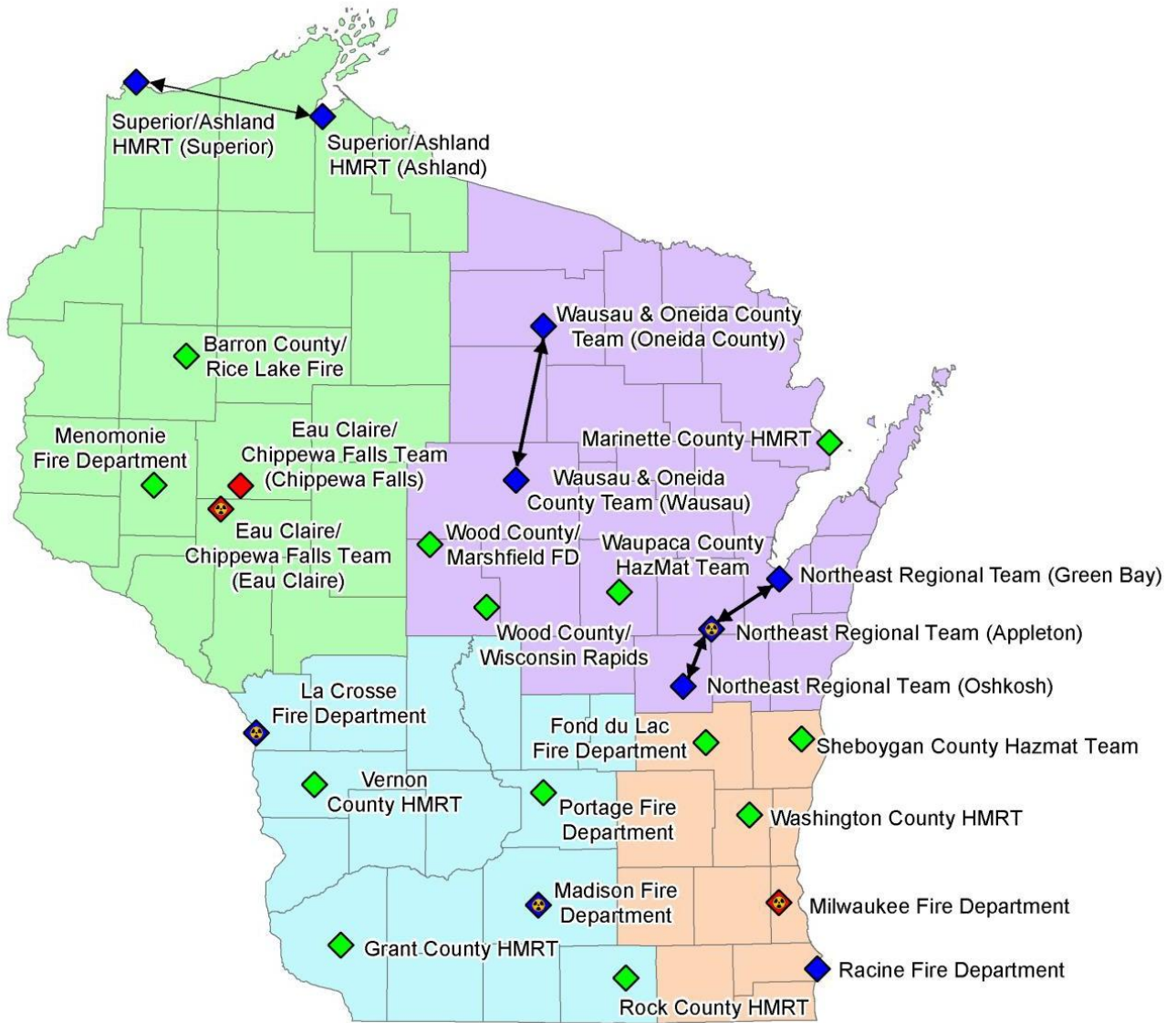
TEAM NAME	TEAM TYPE	BUDGET 7/01/25- 6/30/26	BUDGET 7/01/26- 6/30/27
CITIES OF APPLETON, OSHKOSH, AND GREEN BAY	TYPE II	\$135,226.27	\$135,226.27
CITY OF WAUSAU AND CITY OF RHINELANDER	TYPE II	\$104,347.74	\$104,347.74
CITY OF MARINETTE	TYPE III	\$16,625.27	\$16,625.27
WAUPACA COUNTY	TYPE III	\$16,625.27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

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

Exhibit C



# Wisconsin's Hazardous Materials Response System w/ Radiological Nuclear Detection (RND)



## Legend

### Team Type

- ◆ I
- ◆ II
- ◆ III
- ★ RND Capability

### HazMat Region

- Northeast Task Force
- Northwest Task Force
- Southeast Task Force
- Southwest Task Force

Data updated 03/20/2017.



Exhibit D

MUNICIPAL CERTIFICATES OF INSURANCE

**Part A: Producer Information**

1. Business Legal Name (individual name if sole proprietor) <b>McFleshman's Brewing Co., LLC</b>		
2. Business Name or DBA <b>McFleshman's Brewing Co.</b>	3. Agent Name <b>Bobby Fleshman</b>	
4. FEIN [REDACTED]	5. Wisconsin Seller's Permit Number <b>456-1029314691-02</b>	
6. Wisconsin Producer Permit Number <b>BR-WI-21177</b>	7. Producer Type <input type="checkbox"/> Brewery <input checked="" type="checkbox"/> Winery <input type="checkbox"/> Liquor Manufacturer/Rectifier	
8. Contact Person's First Name <b>Bobby</b>	9. Last Name <b>Fleshman</b>	10. M.I. <b>L</b>
11. Contact Person's Phone [REDACTED]	12. Contact Person's Email <b>bobby@mcfleshmans.com</b>	

**Part B: Production Quantity**

**Note:** Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery	Manufacturer/Rectifier	Winery
<input type="checkbox"/> Less than 250 barrels <input checked="" type="checkbox"/> 250 - 2,499 barrels <input type="checkbox"/> 2,500 - 7,499 barrels <input type="checkbox"/> 7,500 or more barrels	<input type="checkbox"/> Less than 1,500 liters <input type="checkbox"/> 1,500 - 4,999 liters <input type="checkbox"/> 5,000 - 34,999 liters <input type="checkbox"/> 35,000 or more liters	<input type="checkbox"/> Less than 1,000 gallons <input type="checkbox"/> 1,000 - 4,999 gallons <input type="checkbox"/> 5,000 - 24,999 gallons <input type="checkbox"/> 25,000 or more gallons
Calendar year: 2025	Calendar year:	Calendar year:
Quantity: 852	Quantity:	Quantity:

**Complete only ONE of Part C, D or E.**

**Part C: Request for Full-Service Retail Sales at the Production Premises**

1. Start Date	2. Production Premises Address		
3. City	4. State	5. Zip Code	
6. County	7. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		

**Part D: Request for Fixed Full-Service Retail Outlet**

1. Are you transferring one fixed full-service retail outlet to a new location? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, complete boxes 2 through 9.			
2. Current Outlet Name			
3. Current Outlet Premises Address			
4. City	5. State	6. Zip Code	
7. County	8. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: _____		9. Premises Phone Number

*Continued* →

**Part D: Request for Fixed Full-Service Retail Outlet (Cont.)**

**New Fixed Retail Outlet Information (complete boxes 10 through 23)**

10. Start Date	11. New Outlet Name		
12. New Outlet Premises Address			
13. City	14. State	15. Zip Code	
16. County	17. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village		18. Premises Phone Number
19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.			
20. Will you operate a restaurant on the premises? ..... <input type="checkbox"/> Yes <input type="checkbox"/> No			
21. What alcohol beverages will be offered for sale? (check all that apply) ..... <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) ... <input type="checkbox"/> Samples <input type="checkbox"/> On-premises consumption <input type="checkbox"/> Off-premises consumption			

**Part E: Request for Unlimited Transfer Full-Service Retail Outlet**

1. Name of Event (if applicable) Downtown Appleton Farm Market		
2. Dates of Operation (attach a schedule, if necessary) July 12, 19, 26 (2025)	3. Hours of Operation 9am-1pm	
4. Premises Address 100-116 N Morrison St, Appleton WI 54911		
5. City Appleton	6. State WI	7. Zip Code 54911
8. County Outagamie	9. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Appleton	
10. Organizer of Event (if not the named applicant) Appleton Downtown Incorporated	11. Email and/or Phone Number for Organizer of Event jennifer@appletondowntown.org	
12. Organizer Website appletondowntown.org	13. Event Website <a href="https://appletondowntown.org/events/downtown-appleton-farm-market/">https://appletondowntown.org/events/downtown-appleton-farm-market/</a>	
14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.  map attached; area will be open tables in the street with shade canopies		
15. On-Site Contact (Last Name, First Name) Bobby Fleshman	16. On-Site Contact Phone [REDACTED]	17. On-Site Contact Email bobby@mcfleshmans.com
18. Will you operate a restaurant on the premises? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
19. What alcohol beverages will be offered for sale? (check all that apply) ..... <input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input checked="" type="checkbox"/> Intoxicating Liquor (other than wine)		
20. What alcohol beverages does the permittee produce? (check all that apply) <input checked="" type="checkbox"/> Beer <input checked="" type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)		
21. How will customers be served? (check all that apply) ... <input checked="" type="checkbox"/> Samples <input checked="" type="checkbox"/> On-premises consumption <input checked="" type="checkbox"/> Off-premises consumption		

**Part F: Attestation**

Who must sign this application?



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

**READ CAREFULLY BEFORE SIGNING:**

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, 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 authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin 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 05/08/2025	
Last Name <b>Fleshman</b>		First Name <b>Bobby</b>	
		M.I. <b>L</b>	
Title owner	Email bobby@mcfleshmans.com		Phone 

**Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)**

1. Will the municipality limit the scope of alcohol beverages offered for sale? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No		
2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? . . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Describe municipal restrictions indicated in questions 1 or 2 above.		
4. Last Name of Municipal Official		5. First Name
		6. M.I.
7. Signature of Municipal Official		8. Date
9. Date Application was Filed with Clerk		10. Date Full-Service Retail Outlet Approved by Governing Body

# **Form AB-105 Instructions**

## *Producer Full-Service Retail Sales Application*

### **Who may apply for full-service retail sales?**

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

### **Who qualifies for full-service retail sales?**

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

### **What are full-service retail sales?**

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

### **What are full-service retail outlets?**

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

### **What is the difference between a fixed and unlimited transfer full-service retail outlet?**

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

### **How many full-service retail outlets may I have?**

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

### **Who approves full-service retail sales?**

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

### **Can a municipality limit authorized sales at a full-service retail outlet?**

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

### **How do I fill out Form AB-105 and begin the application process?**

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

**Example:** A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

**Example:** A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

**Example:** A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F. Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

## **Specific Instructions:**

### *Part A: Producer Information*

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or “doing business as” name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller’s permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person’s name.
- Box 11: Enter contact person’s phone number.
- Box 12: Enter contact person’s email address.

### *Part B: Production Quantity*

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
  - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
  - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

### *Part C: Request for Full-Service Retail Sales at the Production Premises*

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

### *Part D: Request for Fixed Full-Service Retail Outlet*

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

**Example:** The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
  - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

*Part E: Request for Unlimited Transfer Full-Service Retail Outlet*

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

**Example:** The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

**Example:** The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

**Example:** The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
  - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
  - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.

- Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 14.

#### *Part F: Attestation*

- Read the attestation carefully, then sign and date.

#### *Part G: For Municipal Use Only*

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

### **Completion and Submission of Form AB-105**

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
  - The municipality should complete Part G and return it to the producer applicant.
  - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: [DORAlcoholPermits@wisconsin.gov](mailto:DORAlcoholPermits@wisconsin.gov)

- Mail the form to the following address:

Wisconsin Department of Revenue  
Division of Alcohol Beverages  
P.O. Box 8934  
Madison, WI 53708-8934

### **Assistance**

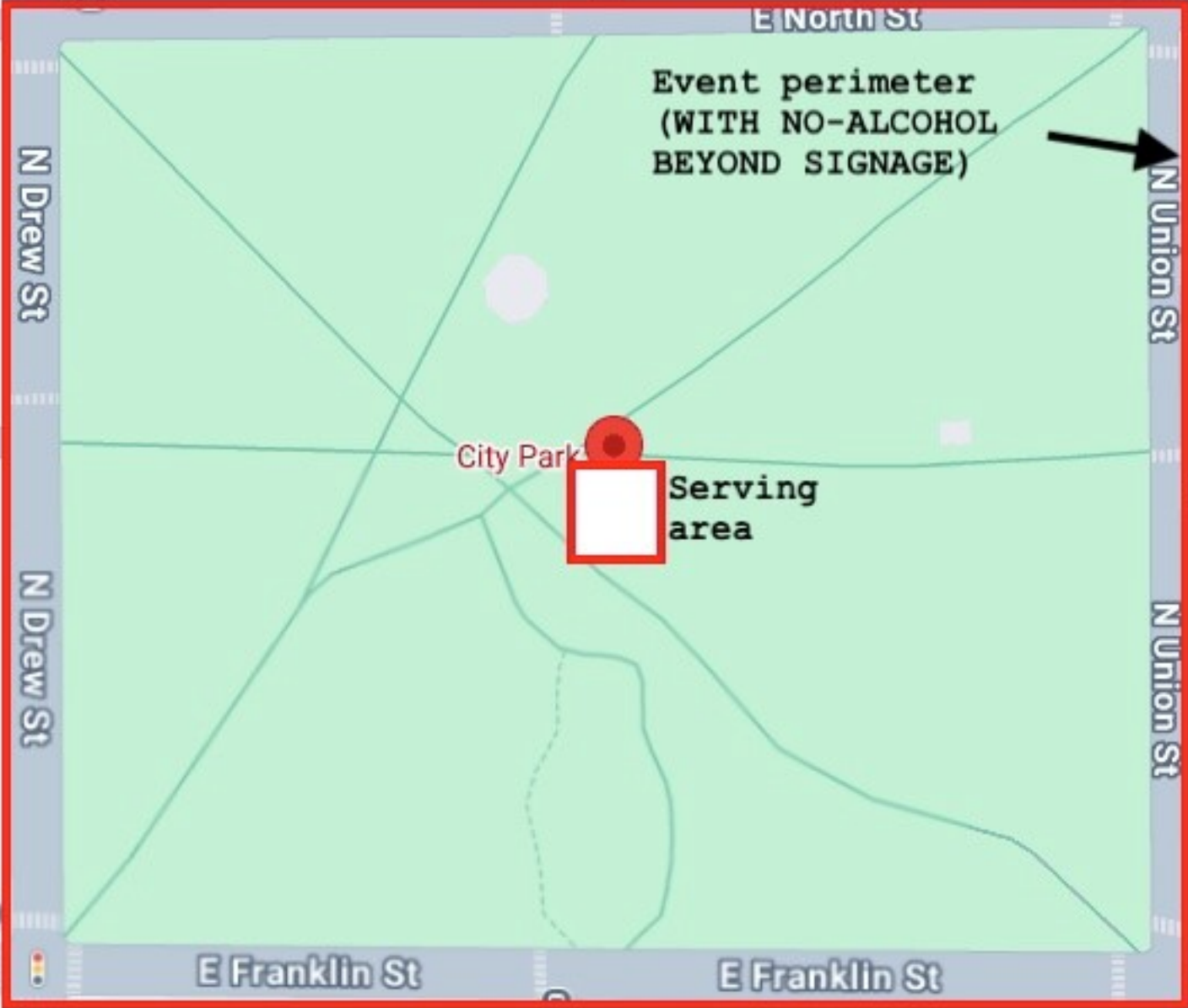
This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

**Website:** [DOR Alcohol Beverage \(wi.gov\)](http://DORAlcoholBeverage.wi.gov)

**Write:** [DORAlcohol@wisconsin.gov](mailto:DORAlcohol@wisconsin.gov)

**Call:** (608) 266-2526



Event perimeter  
(WITH NO-ALCOHOL  
BEYOND SIGNAGE)

City Park

Serving  
area

Segway the Fox  
Tours-Appleton

N Drew St

N Drew St

N Union St

N Union St

E Franklin St

E Franklin St

E Franklin St

E North St

E North St

## Alcohol Beverage Appointment of Agent

<b>Agent Type</b> <i>(check one)</i>	
<input type="checkbox"/> Original (no fee)	<input checked="" type="checkbox"/> Successor (\$10 fee for municipal licensees only)

<b>Part A: Business Information</b>	
1. Legal Business Name (Individual name if sole proprietor) Henry J Grishaber LLC	
2. Business Trade Name or DBA Hank & Karen's Pub & Grill	
3. Entity Type <i>(check one)</i> <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization <i>(check one)</i> <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number 4560000006077-03
6. Describe the reason for appointing a successor agent, if successor is checked above. Death of Previously Listed Agent	

<b>Part B: Agent Information</b>			
1. Last Name Kresal	2. First Name Magdalene	3. M.I. A	
4. Email		5. Phone	
6. Home Address 9502 Sand Pit Road			
7. City Larsen	8. State WI	9. Zip Code 54947	10. Date of Birth
11. Drivers License/State ID Number		12. Drivers License/State ID State of Issuance	

<b>Part C: Agent Questions</b>	
1. Have you satisfied the responsible beverage server training requirement? ..... Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, <i>Alcohol Beverage Individual Questionnaire</i> (licensee) or Form AB-300, <i>Alcohol Beverage Personal Questionnaire</i> (permittee)? .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? ..... See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

*Continued* →

Metafile: approved 6/25/25

**Part D: Business Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Grishaber		First Name Karen		M.I. A
Title Owner	Email		Phone	
Signature <i>Karen A. Grishaber</i>			Date 06/24/25	

**Part E: Agent Attestation**

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Kresal		First Name Magdalene		M.I. A
Signature <i>Magdalene A. Kresal</i>			Date 06/24/25	

Form  
AB-200

# Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Appleton
License Period	

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer ..... \$ \_\_\_\_\_   
  Class "B" Beer ..... \$ 100  
 "Class A" Liquor ..... \$ \_\_\_\_\_   
  "Class B" Liquor ..... \$ 500  
 "Class A" Liquor (cider only) \$ \_\_\_\_\_   
 Reserve "Class B" Liquor \$ \_\_\_\_\_  
 "Class C" Liquor (wine only) \$ \_\_\_\_\_   
 Deposit \$ 50

Fees	
License Fees	\$ 600
Background Check Fee	\$ 7
Publication Fee	\$ 60
<b>Total Fees</b>	<b>\$ 667</b>

### Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship) <u>Ninja Appleton LLC (ping cheng)</u>			
2. Business Trade Name or DBA <u>Ninja sushi &amp; Hibachi</u>			
3. FEIN		4. Wisconsin Seller's Permit Number <u>456-103/505 936-04</u>	
5. 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			
6. State of Organization <u>WI</u>		7. Date of Organization <u>2024</u>	8. Wisconsin DFI Registration Number
9. Premises Address <u>4025 E Loma Ln</u>			
10. City <u>Appleton</u>		11. State <u>WI</u>	12. Zip Code <u>54915</u>
13. County <u>Calumet</u>		14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: <u>Appleton</u>	15. Aldermanic District
16. Premises Phone <u>920 831 8330</u>		17. Premises Email <u>Info@ninjaappleton.com</u>	18. Website
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <u>The bar / Pinning area / kitchen / cooler / Freezer / patio Above 4000/sf. in total</u>			
20. Mailing Address (if different from premises address)			
21. City		22. State	23. Zip Code

### Part B: Questions

4. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages.     Yes     No  
 If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . .  Yes  No beverages.

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . .  Yes  No If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity? . . . . .  Yes  No If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. . . . .  Yes  No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? . . . . .  Yes  No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? . . . . .  Yes  No

**Part C: Individual Information**

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.


Last Name	First Name	Title	Phone
Cheng	Ping	Owner	

**Part D: Attestation**

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

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

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. 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.

Last Name Cheng	First Name Ping	M.I.
Title Owner	Email	Phone
Signature 		Date 5/1/2025

**Part E: For Clerk Use Only**

Date Application Was Filed With Clerk 5/2/25	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

## Alcohol Beverage Appointment of Agent

Date  
5/2/25

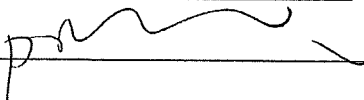
Agent Type (check one)	
<input checked="" type="checkbox"/> Original (no fee)	<input type="checkbox"/> Successor (\$10 fee for municipal licensees only)

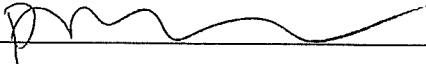
Part A: Business Information	
1. Legal Business Name (Individual name if sole proprietor) <u>Ping, Cheng</u>	
2. Business Trade Name or DBA <u>Ninja sushi &amp; Hibachi</u>	
3. Entity Type (check one) <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization	
4. Alcohol Beverage Business Authorization (check one) <input checked="" type="checkbox"/> Municipal Retail License <input type="checkbox"/> State Permit	5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.	

Part B: Agent Information			
1. Last Name <u>Cheng</u>	2. First Name <u>Ping</u>	3. M.I.	
4. Email		5. Phone	
6. Home Address <u>4535 N Watershead Way</u>			
7. City <u>Appleton</u>	8. State <u>WI</u>	9. Zip Code <u>54913</u>	10. Date of Birth
11. Drivers License/State ID Number		12. Drivers License/State ID State of issuance	

Part C: Agent Questions	
1. Have you satisfied the responsible beverage server training requirement? ..... Submit proof of completion.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire (licensee) or Form AB-300, Alcohol Beverage Personal Questionnaire (permittee)? .....	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you been a Wisconsin resident for at least 90 continuous days? ..... See instructions for exceptions.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Continued →

Part D: Business Attestation			
<p>READ CAREFULLY BEFORE SIGNING: I, the <b>Undersigned</b>, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I 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.</p>			
Last Name	Cheng	First Name	Ping
		M.I.	
Title	owner	Email	
		Phone	
Signature			Date
			5/1/2025

Part E: Agent Attestation			
<p>READ CAREFULLY BEFORE SIGNING: I, the <b>Agent</b>, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. 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.</p>			
Last Name	Cheng	First Name	Ping
		M.I.	
Signature			Date
			5/1/2025



# City of Appleton

## Alcohol License Questionnaire

1. Applicant Name: Ping, Cheng

2. Business Name: Ninja Appleton LLC

Date the LLC/corporation/partnership/sole proprietorship commenced: 2024  
NOTE: A copy of a business's Wisconsin Department of Revenue Seller's Permit is required to be submitted with an alcohol license application.

3. Business Address: 4025 E Loma Ln, Appleton, WI 54915

4. Primary Business Activity:
- Restaurant
  - Tavern/Night Club/Wine Bar
  - Painting/Craft Studio
  - Other (describe) \_\_\_\_\_

5. Select the type of business premises:  Existing Building  New Construction  
If existing building, please indicate the primary nature of the previous business that operated at this location: Restaurant

If existing building, will there be construction or renovations?  Yes  No  
If yes, explain \_\_\_\_\_  
NOTE: Contact the Inspections department (920-832-6411) for information on building codes and permits.

6. Do you lease or own the building?  Lease  Own  
NOTE: Proof of control of premises is required to be submitted with an alcohol license application. Acceptable documents include a lease or purchase agreement.  
What is the date of purchase or the date the lease began? 7/1/2025

7. Did you purchase the business from another individual or entity?  Yes  No  
If yes, is your acquisition of the business based upon an "arm's length transaction"?  
An arm's length transaction is defined as an open market sale in which the owner is willing but not obligated to sell, and the buyer is willing, but not obligated to buy.  
 Yes  No

If yes, are you related to the former business owner/licensee by blood, adoption, or marriage?  
 Yes  No

Did you hold ANY interest in the previously licensed business, or related real estate or equipment used by the previous business?

Yes  No If yes, explain: \_\_\_\_\_

8. Anticipated date of opening? Aug 1st

9. Will your business sell or serve food?

Yes  If yes, please describe the type of food offerings available Sushi, Hibachi

No

10. Fill in the information about operational details listed below. Attaching a copy of the floor plan is encouraged.

Seating Capacity: Inside: 300

Outside: 0

Operating Days/Hours: Inside: 7 Dad / 11-3:00 4:30 - 9:30

Outside: same

Employees/Staff (per shift/day) Number of Personnel: 7

Approximate floor building area of the premises to be licensed: 6500 sq. ft.

Approximate outdoor area of the premises to be licensed: 700 sq. ft.

Summarize the day-to-day operations of the business in the space below:

selling food / alcohol.

I, the applicant, understand that providing materially false information on this or any application for a license or permit under State Statute §125 is subject to civil, monetary, and license penalties. I understand that providing false information to a police officer in conjunction with the required background check for this application is subject to criminal and civil prosecution as "obstructing an officer".

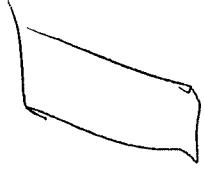
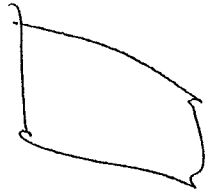
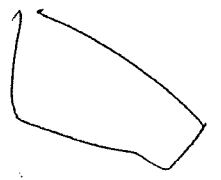
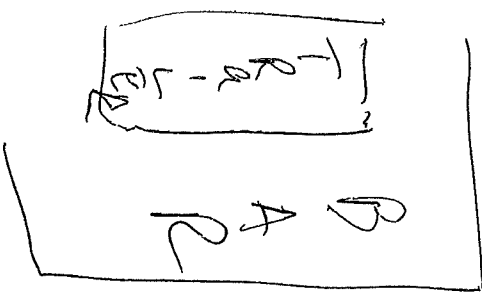
[Signature]  
Signature

5/1/2015  
Date

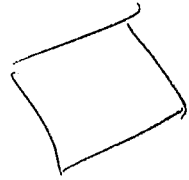
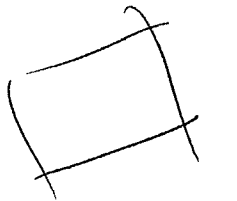
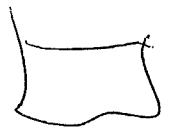
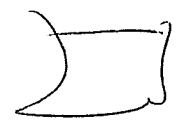


toilets

Wash



Tables & chairs



Jim's place  
223E

KUSHI  
Kafe  
219E

Wooden  
NICKEL  
217E

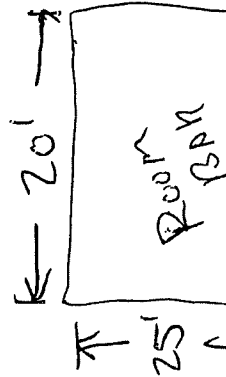


Mile of Music 2025

Riverside Bar/Brill  
906 S. OIBDA ONIBDA  
Appleton, WI 54915

Whole Thing Drawn for Mile

ONIBDA STREET



Room 13PK

20'

Riverside Bar/Brill

PATIO

STABLE

Door

Door

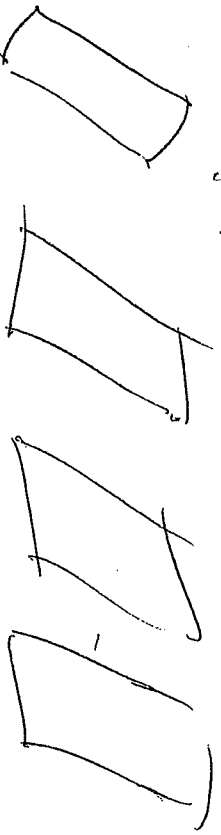
Door

60x30

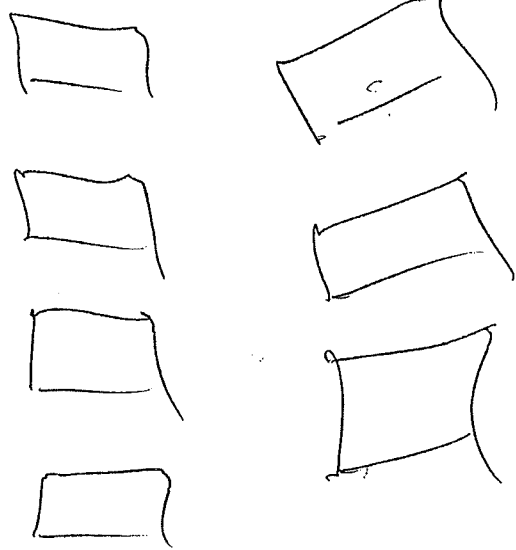


Handball Alley

Ticket  
Ticket



Tables & Chairs



STOPS

MARKET

BAR  
Trolley  
Beer

wooden  
Nickel  
219E

Kush  
Kush  
219E

Jim's  
Place  
223E

renewal

Form CTV-100

Cigarette, Tobacco, and Electronic Vaping Device Retail License Application

FOR CLERKS ONLY	
Municipality	Appleton
License Period	25-26

<b>Part A: Premises/Business Information</b>					
1. Legal Business Name (Individual name if sole proprietor) AY Trading Inc					
2. Business Trade Name or DBA Smokes and Vape					
3. FEIN			4. Wisconsin Seller's Permit Number 456-1032045862-04		
5. Entity Type (check one) <input checked="" type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation					
6. State of Organization WI		7. Date of Organization 3/21/2025		8. Wisconsin DFJ Registration Number A115903	
9. Premises Address (do not use PO Box) 2448 W College Ave					
10. City Appleton			11. State WI	12. Zip Code 54914	
13. County Outagamie	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Appleton			15. Aldermanic District	
16. Mailing Address (if different from premises address)					
17. City			18. State	19. Zip Code	
20. Premises Phone 612 479 3059		21. Premises Email aytradingwi@gmail.com		22. Website	
23. Premises Description - Describe the building or buildings where cigarettes, tobacco products, and electronic vaping devices are to be sold and stored. Describe all rooms including living quarters, if used, for the sales and/or storage of cigarettes, tobacco products, and electronic vaping devices and records. Cigarettes, tobacco products, and electronic vaping devices may be sold and stored ONLY on the premises described in this application. Attach a floor plan if possible.  2000 sqf retail store					

<b>Part B: Questions</b>		
1. What products will be sold at this business location? (check all that apply) <input checked="" type="checkbox"/> Cigarettes <input checked="" type="checkbox"/> Tobacco Products <input checked="" type="checkbox"/> Electronic Vaping Devices		
2. How will cigarettes, tobacco, and/or electronic vaping devices be sold? (check all that apply) <input checked="" type="checkbox"/> Over the counter <input type="checkbox"/> Vending machine		
3. Is the applicant business owned by another business entity? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the name and FEIN of the parent company below, identify parent company members in Part C, and attach Form CTV-101 for all of the parent company's members, partners, or officers. 3a. Name of Parent Company: _____ 3b. FEIN of Parent Company: _____		

**Part C: Individual Information**

An Individual Questionnaire, Form CTV-101, must be completed and attached to this application for each person involved in the applicant business and any parent company indicated in Part B. Such persons include: sole proprietor, all officers and agents of a corporation, all partners of a partnership, and all members and agents 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
Abu Yusef	Ismail	Owner	

**Part D: Attestation**

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

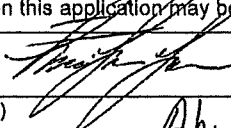
- sole proprietor
- one general partner of a partnership
- one corporate officer
- one managing member of an LLC

**READ CAREFULLY BEFORE SIGNING:**

I understand and agree to the following:

- I will only purchase cigarettes, tobacco, and vapor products from distributors, jobbers, or subjobbers permitted by the Wisconsin Department of Revenue, unless I also hold the proper distributor's permit and pay all applicable excise taxes.
- I will not purchase or exchange products from another retailer, including transferring existing stock to a new owner.
- I will provide tobacco sales training that has been approved by the Wisconsin Department of Health Services to my employees. (<https://witobaccocheck.org>).
- I will not sell single cigarettes.
- I will not sell, give, or otherwise provide cigarettes, tobacco, or any nicotine products to minors.
- I will keep product invoices on the licensed premises for two years and ensure the records are available for inspection by law enforcement. Failure to comply with this will result in criminal penalties, including loss of inventory.
- I will not sell cigarettes or roll-your-own (RYO) tobacco products unless listed on the Wisconsin Department of Justice's directory of certified tobacco manufacturers and brands.

Further, under penalty provided by law, I state that this application has been truthfully answered to the best of my knowledge. I agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000.

Signature 	Date 6/13/2025
Name (Last, First, M.I.) Abu Yusef, Ismail I.	
Title Owner	Email _____ Phone _____

**Part E: For Clerk Use Only**

Date application was filed with clerk 6/13/25	Date license issued	Date license expires	License number
License fees	Signature of Clerk/Deputy Clerk		

renewal

Form CTV-100

Cigarette, Tobacco, and Electronic Vaping Device Retail License Application

FOR CLERKS ONLY	
Municipality	Appleton
License Period	25-26

Part A: Premises/Business Information

1. Legal Business Name (Individual name if sole proprietor) Elf's Gifts LLC		
2. Business Trade Name or DBA		
3. FEIN	4. Wisconsin Seller's Permit Number 156-1026747266-02	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation		
6. State of Organization Wisconsin	7. Date of Organization 11/6/08	8. Wisconsin DFI Registration Number E038713
9. Premises Address (do not use PO Box) 2700 W College Ave Ste 11		
10. City Appleton	11. State WI	12. Zip Code 54914
13. County Outagamie	14. Governing Municipality: <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Appleton	15. Aldermanic District 10
16. Mailing Address (if different from premises address) 2028 Nestline Rd		
17. City Green Bay	18. State WI	19. Zip Code 54813
20. Premises Phone 920-380-4420	21. Premises Email elfs.appleton@gmail.com	22. Website elfsgifts.com
23. Premises Description - Describe the building or buildings where cigarettes, tobacco products, and electronic vaping devices are to be sold and stored. Describe all rooms including living quarters, if used, for the sales and/or storage of cigarettes, tobacco products, and electronic vaping devices and records. Cigarettes, tobacco products, and electronic vaping devices may be sold and stored ONLY on the premises described in this application. Attach a floor plan if possible.  Brick and mortar store located in a strip mall. Sales floor has rows of glass display cabinets for merchandise, some open shelves, poster & t-shirt racks. Small room for black light products. Back room for staff access only.		

Part B: Questions

1. What products will be sold at this business location? (check all that apply) <input type="checkbox"/> Cigarettes <input checked="" type="checkbox"/> Tobacco Products <input checked="" type="checkbox"/> Electronic Vaping Devices		
2. How will cigarettes, tobacco, and/or electronic vaping devices be sold? (check all that apply) <input checked="" type="checkbox"/> Over the counter <input type="checkbox"/> Vending machine		
3. Is the applicant business owned by another business entity? ..... <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, provide the name(s) and FEIN(s) of the business entity(s) below. Attach additional sheets if necessary		
3a. Name of Business Entity: _____		
3b. FEIN of Business Entity: _____		

**Part C: Individual Information**

List the name, title, and phone number for each person or entity holding the following titles or positions in the applicant business and any businesses listed in Part B, Question 3: sole proprietor; all officers, directors, and agents of a corporation; all partners of a partnership; and all members and agents of a limited liability company. Attach additional sheets if necessary.

Include Form CTV-101, *Individual Questionnaire*, for each person listed below.

Last Name	First Name	Title	Phone
Cadmus	Robert	owner	

**Part D: Attestation**

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

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

**READ CAREFULLY BEFORE SIGNING:**

I understand and agree to the following:

- I will only purchase cigarettes, tobacco, and vapor products from distributors, jobbers, or subjobbers permitted by the Wisconsin Department of Revenue, unless I also hold the proper distributor's permit and pay all applicable excise taxes.
- I will not purchase or exchange products from another retailer, including transferring existing stock to a new owner.
- I will provide tobacco sales training that has been approved by the Wisconsin Department of Health Services to my employees. (<https://witobaccocheck.org>).
- I will not sell single cigarettes.
- I will not sell, give, or otherwise provide cigarettes, tobacco, or any nicotine products to minors.
- I will keep product invoices on the licensed premises for two years and ensure the records are available for inspection by law enforcement. Failure to comply with this will result in criminal penalties, including loss of inventory.
- I will not sell cigarettes or roll-your-own (RYO) tobacco products unless listed on the Wisconsin Department of Justice's directory of certified tobacco manufacturers and brands.

Further, under penalty provided by law, I state that this application has been truthfully answered to the best of my knowledge. I agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, cannot be assigned to another. Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. Any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature		Date <u>May 21, 2025</u>	
Name (Last, First, M.I.) <u>Cadmus, Robert E.</u>			
Title <u>owner</u>	Email	Phone	

**Part E: For Clerk Use Only**

Date application was filed with clerk <u>6/23/25</u>	Date license issued	Date license expires	License number
License fees	Signature of Clerk/Deputy Clerk		



# Application for Pet Store/Kennel License

**LICENSE PERIOD IS**  
**JULY 1<sup>st</sup> TO JUNE 30<sup>th</sup>**

*NOTE: Please allow approximately 4 weeks for application processing*

<b>FEEES ARE NON-REFUNDABLE</b>	<b><u>CASH OR CHECK ONLY!</u></b>
See SECTION 4 for fee schedule	Date Recv'd ____/____/____
<input type="checkbox"/> License Fee - Initial \$ _____	Total \$ _____
<input type="checkbox"/> License Fee - Renewal \$ _____	Receipt #: _____

## SECTION 1 – BUSINESS LOCATION

Business Name (Company and Trade Name/DBA)  
**PETCO #1656**

Business Street Address  
**3829 CALUMET STREET**

City  
**APPLETON**

State  
**WI**

Zip  
**54915**

Business Phone Number (Required)  
**210-201-9387**

Business Email Address  
**Licensingregion3@petco.com**

## SECTION 2 – APPLICANT INFORMATION

Name (First, MI, Last)  
**Richard Skeen**

Date of Birth  
 \_\_\_\_\_

Home Address  
**17219 Clovis**

City  
**Helotes**

State  
**TX**

Zip  
**78023**

Drivers License/State ID Number  
 \_\_\_\_\_

DL/ID State of Issuance  
 \_\_\_\_\_

Phone Number (Required)  
 \_\_\_\_\_

Email Address  
 \_\_\_\_\_

## SECTION 3 – SERVICES TO BE PROVIDED

Please check the type(s) of service your establishment will offer:  Live animals  Pet Food  Pet Accessories  Fish

Other \_\_\_\_\_

## SECTION 4 – FEE SCHEDULE NOTE: all application fees include a \$7 Police Investigation fee

Pet Store License	
Initial Fee – \$97.00	Renewal Fee - \$82.00
Kennel License	
1-10 animals - \$62.00	11-25 animals - \$137.00
26-50 animals - \$262.00	More than 50 animals - \$5.00 ea. (minimum \$287.00 fee)

## SECTION 5 – PENALTY NOTICE

Having knowledge of all governmental laws, rules or regulations governing the keeping or protection of animals, I hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: R Skeen Date 06 / 26 / 2025

## FOR OFFICE USE ONLY

Department	Approve	Deny	Staff Member	Reason	
Police					
Fire					
Finance					
Inspections					
City Sealer					
Date Sent for Approval ____/____/____	Safety and Licensing ____/____/____	Common Council ____/____/____	Date Issued ____/____/____	Expiration Date ____/____/____	License Number _____



# Application for Pet Store/Kennel License

**LICENSE PERIOD IS**  
**JULY 1<sup>st</sup> TO JUNE 30<sup>th</sup>**

*NOTE: Please allow approximately 4 weeks for application processing*

**FEEES ARE NON-REFUNDABLE**

**CASH OR CHECK ONLY**

See SECTION 4 for fee schedule

Date Recv'd 6/18/25

License Fee - Initial \$ \_\_\_\_\_

Total \$ 82

License Fee - Renewal \$ 82

Receipt #: 8765-4

**SECTION 1 - BUSINESS LOCATION**

Business Name (Company and Trade Name/DBA)  
The fishguys LLC DBA Wild Habitats

Business Street Address  
1350 W. College Ave Ste B

City  
Appleton

State  
WI

Zip  
54914

Business Phone Number (Required)  
920-939-2089

Business Email Address  
wildhabitats12@gmail.com

**SECTION 2 - APPLICANT INFORMATION**

Name (First, MI, Last)  
Brady J Bartel

Date of Birth  
 \_\_\_\_\_

Home Address  
1026 W. Cecil St

City  
Neenah

State  
WI

Zip  
54956

Drivers License/State ID Number  
 \_\_\_\_\_

DL/ID State of Issuance  
 \_\_\_\_\_

Phone Number (Required)  
 \_\_\_\_\_

Email Address  
 \_\_\_\_\_

**SECTION 3 - SERVICES TO BE PROVIDED**

Please check the type(s) of service your establishment will offer:

Live animals     Pet Food     Pet Accessories     Fish

Other \_\_\_\_\_

**SECTION 4 - FEE SCHEDULE** NOTE: all application fees include a \$7 Police Investigation fee

Pet Store License	
Initial Fee - \$97.00	Renewal Fee - \$82.00
Kennel License	
1-10 animals - \$62.00	11-25 animals - \$137.00
26-50 animals - \$262.00	More than 50 animals - \$5.00 ea. (minimum \$287.00 fee)

**SECTION 5 - PENALTY NOTICE**

Having knowledge of all governmental laws, rules or regulations governing the keeping or protection of animals, I hereby certify that the information provided in this application is true and correct to the best of my knowledge and belief.

Signature of Applicant: *Brady Bartel* Date 06/18/2025

**FOR OFFICE USE ONLY**

Department	Approve	Deny	Staff Member	Reason	
Police					
Fire					
Finance					
Inspections					
City Sealer					
Date Sent for Approval	Safety and Licensing	Common Council	Date Issued	Expiration Date	License Number
____/____/____	____/____/____	____/____/____	____/____/____	____/____/____	

Return completed form to Office of the City Clerk: 100 N Appleton St. Appleton, WI 54911

25-0768



# Application for Taxicab/Limousine Company License

CASH OR CHECK ONLY!

Original Application

Renewal License  
1-25

**FEES ARE NON-REFUNDABLE**

Fee Per Each Individual Vehicle (CLLTSE) \$30.00  
Date Rec'd JUN 30 2025

Investigation Fee (CLLPIF) \$7.00  
Total \$ 97.00

Receipt #: 8816-19

LICENSE PERIOD IS FROM  
July 1st - June 30th

Note: please allow 3 weeks for application processing

### SECTION 1 - APPLICANT INFORMATION Answer all questions completely. Please PRINT clearly.

Company Name: DYNASTY Limousine Service LLC

Business Address: 1900 Vandenberg LN City: Kaukauna State: WI Zip Code: 54130

Company Email Address [REQUIRED]: Diane@dynastylimousine.net Company Phone Number [REQUIRED]: 920-954-9111

Business Owners Name: Diane Walters Date of Birth: \_\_\_\_\_ Gender: F

Business Owner Phone Number: \_\_\_\_\_ Business Owner Email Address: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ State Licensed: (WI)

### SECTION 2 - COMPANY HISTORY

Is the company currently licensed in any other municipality? YES  NO

If Yes, what municipality? \_\_\_\_\_

Has the company ever been denied a license by any municipality? YES  NO

If Yes, please explain: \_\_\_\_\_

Have any of the owners ever been convicted of a crime? YES  NO

If Yes, please explain: \_\_\_\_\_

Describe the basic operations of the company:  
Luxury charter transportation

If the business is located in the City limits, Municipal Code requires that off-street parking is provided for. If applicable, what provisions have been made for off street parking?  
N/A

### SECTION 3 - VEHICLES TO BE OPERATED - Attach additional sheets if necessary

Vehicle Number	Capacity	Make/Model	DOT License Plate #
11	5	Cadillac Escalade	APA 7701
12	5	Cadillac Escalade	ADP 2679
10	14	Freightliner Sprinter	DNsty10

### SECTION 4 - INSURANCE NOTICE

Insurance Carrier: Fonse Insurance Agent Name: Amy Kustrich

Insurance Agent Phone Number: \_\_\_\_\_ Insurance Agent Email Address: \_\_\_\_\_

Policy Number: \_\_\_\_\_ Policy Period: 9-7-24 to 9-7-25

**SECTION 5- PENALTY NOTICE**

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 requirements of the City of Appleton. I hereby certify that I, or the company I represent, have insurance in the amounts required to obtain this permit/license, have named the City of Appleton as an additional insured for purposes of this permit/license and have provided the name of my insurance carrier, the policy number, and policy period above. Further, I agree to maintain appropriate insurance coverage for the duration of this permit/license and to indemnify, defend and hold harmless the City of Appleton and its officers, officials, employees and agents from and against any and all liability, loss, damage, expenses, costs, including attorney's 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.

Applicant's Signature:  Date: 5/19/25

**FOR OFFICE USE ONLY**

Department	Approve	Deny	Date of Recommendation	Staff Member	
Risk Management	X		JUN 30 2025	B. Morgan	
Police	X		JUL 01 2025	B. Goodin	
Fire	X		JUN 30 2025	D. Henson	
Inspection					
Safety and Licensing			7-9-25		
Common Council			7-16-25		
COI on File?	Denial Reasoning		Date Issued	Expiration Date	License Number
<input checked="" type="radio"/> YES <input type="radio"/> NO					

Return to Office of the City Clerk: 100 N. Appleton St, Appleton WI 54911

**TAXICAB/LIMOUSINE/COMMERCIAL QUADRICYCLE**  
**COMPANY LICENSE INFORMATION**

- Taxicab/Limousine Service Company Licenses are required within the City of Appleton when individuals are intending to operate a taxicab or limousine company. See City of Appleton Municipal code Sec. 9-721 for more information and definitions.
  - Commercial Quadricycles as defined in §340.01(8m) of the Wisconsin Statutes are to be licensed as limousines.
- The process to obtain a Taxicab/Limousine Service License takes approximately 3 weeks from the date of application until the date of issuance and requires approval from several City departments, the Safety and Licensing Committee and the Common Council.
  - When applying for a Commercial Quadricycle license, proposed route maps are required to be submitted attached to the application. These maps are then reviewed for approval by the Appleton Police Department. See City of Appleton Municipal code Sec. 9-729 for more information.
- If your company is licensed in another Wisconsin municipality you are exempt from paying a fee to the City of Appleton. A completed, signed application form along with a current Certificate of Insurance is all that is required for the company.
- Each Taxicab/Limousine Service Company License includes a single Taxicab Driver's License.



# 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: 6/4/2025  
 County of Outagamie

Town  Village  City of Appleton

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 8/9/2025 and ending 8/9/2025 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 Building for Kids Children's Museum

(b) Address 100 W College Ave. Appleton, WI 54914  
(Street)  Town  Village  City

(c) Date organized 1992

(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 Oliver Zornow / Kristen Trimmerger 1509 S. Commercial St. Neenah 54956

Vice President Ethan Haas 2621 W Everett St. Appleton, WI 54914

Secretary Amanda Chavez PO Box 1603 Appleton, WI 54911

Treasurer Barb Connering 2961 E Enterprise Ave. Ste 500 Appleton, WI 54918

(g) Name and address of manager or person in charge of affair: Oliver Zornow

(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 100 W College Ave

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

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

(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: Floors 1 & 2

3. Name of Event

(a) List name of the event Building for Grown Ups

(b) Dates of event 8/9/2025

(c) Time(s) of event 6:00 pm - 9:00 pm

### 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] 6/4/25  
(Signature / Date)

Building for Kids  
(Name of Organization)

Date Filed with Clerk 6/15/25  
 Date Granted \_\_\_\_\_

Date Reported to Committee \_\_\_\_\_  
 License No. \_\_\_\_\_  
 COA Dept. Approval: Police \_\_\_\_\_ Fire \_\_\_\_\_ Health \_\_\_\_\_

# 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: 6-1-25

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 8-16-25 and ending 8-17-25 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 Sacred Heart Church

(b) Address 222 E. Fremont St. Appleton, Wi. 54915  
(Street)  Town  Village  City

(c) Date organized 1898

(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 \_\_\_\_\_

Vice President NA

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

(g) Name and address of manager or person in charge of affair: Dave Erickson 1606 Dahlia Dr. Appleton, Wi.

(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 Alcoholic Beverage Records Will be Stored:

(a) Street number 222 E. Fremont St. Appleton, Wi. 54915

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

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

(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 Parish Fest

(b) Dates of event 8-16-25 thru 8-17-25

(c) Time(s) of event 8-16-25 from 11:00am - 10:00pm / 8-17-25 from 10:00am - 3:00pm

### 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 Dave Erickson 6-1-25  
(Signature / Date) (Name of Organization)

Date Filed with Clerk 6-2-2025

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

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

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

COA Dept. Approval: Police \_\_\_\_\_ Fire \_\_\_\_\_ Health \_\_\_\_\_

## 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: \_\_\_\_\_  
 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 8/22/2025 and ending 8/22/2025 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., APPLETON, WI 54911  
(Street)  Town  Village  City

(c) Date organized 4/2/1993

(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, 333 W. COLLEGE AVE., APPLETON, WI 54911

(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 COLLEGE AVENUE, FROM SUPERIOR STREET TO DURKEE STREET
- (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: TWO BAR LOCATIONS ON COLLEGE AVENUE WITH LICENSED BARTENDERS. WRISTBANDS & TICKETS REQUIRED WITH PROPER ID.

3. Name of Event

- (a) List name of the event LIGHT THE NIGHT MARKET
- (b) Dates of event 8/22/2025
- (c) Time(s) of event 5:00 PM - 10:00 PM

### 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 / Date)

Appleton Downtown Inc  
(Name of Organization)

Date Filed with Clerk 2/20/25  
 Date Granted \_\_\_\_\_

Date Reported to Committee \_\_\_\_\_  
 License No. \_\_\_\_\_

COA Dept. Approval: Police \_\_\_\_\_ Fire \_\_\_\_\_ Health \_\_\_\_\_

# 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: 06/04/2025

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 08/22/2025 and ending 08/24/2025 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 St Plus X Catholic Church

(b) Address 500 W. Marquette St.  
(Street)

Town  Village  City

(c) Date organized 09/01/1957

(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 Pastor: Fr. James Jugenheimer

Vice President Parochial Vicar: Fr. Juan Carlos Altamirano

Secretary Trustee: Joe Leege

Treasurer Trustee: William Velt

(g) Name and address of manager or person in charge of affair: Jeff Erickson, administrator@stplusxappleton.com

(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 500 W. Marquette St.

(b) Lot East Parking Lot Block Sold, served and consumed under outside Tents

(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: Stored in cooler trailers in East Parking Lot

### 3. Name of Event

(a) List name of the event Summer Festival at St Plus X

(b) Dates of event 08/22/2025, 8/23/25, 8/24/25

(c) Time(s) of event Friday 5 - 11 pm, Saturday 1 - 11 pm, Sunday 9:30 am - 1 pm

### 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)

Business Manager, St Plus X

(Name of Organization)

Date Filed with Clerk 6-4-2025

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

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

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

COA Dept. Approval: Police \_\_\_\_\_ Fire \_\_\_\_\_ Health \_\_\_\_\_



# APPLETON POLICE DEPARTMENT

COMPASSION \* INTEGRITY \* COURAGE

**Appleton Police Department**  
222 South Walnut Street  
Appleton, WI 54911  
Phone: 920.832.5500  
Fax: 920.832.5553  
police.appletonwi.gov

TO: Safety and Licensing Committee

FROM: Chief Polly Olson

DATE: June 26, 2025

RE: Portable Radio Replacement Request – Informational Item

The Police Department is requesting approval to accept an agreement by July 31, 2025, with Baycom and Motorola Solutions to receive a 17.8% promotional discount for replacement of 115 portable radios. The current cost per radio is \$5,645. The promotion reduces the cost to \$4,640 per radio for an overall savings of \$115,575 if accepted by the July deadline.

Our existing radios, purchased in 2013, operate beyond the recommended lifecycle of 7-10 years. Portable radios are used extensively throughout the day and are essential for officers to maintain their safety, communicate with each other and with other agencies. To ensure compatibility, it is essential that the radios be replaced as a group rather than on an annual rotation basis.

A Capital Improvement Program (CIP) request was completed for consideration in the 2026 budget year based on the promotion price of \$4,640 per radio for a total of \$533,600. If not approved, the agreement with Baycom and Motorola would be voided. Accepting the agreement ensures the reduced pricing if approved through the budget process.