



OFFICIAL NOTICE AND AGENDA

of a meeting of a City Board, Commission, Department, Committee, Agency, Corporation, Quasi-Municipal Corporation, or sub-unit thereof.

Meeting of the: **PUBLIC HEALTH & SAFETY COMMITTEE**

Date/Time: **Monday, November 25, 2024 @ 5:15 P.M.**

Location: **City Hall (407 Grant Street) - Council Chambers**

Members: Lisa Rasmussen (C), Lou Larson (VC), Becky McElhane, Sarah Watson, Carol Lukens

AGENDA ITEMS FOR CONSIDERATION / ACTION

- 1 Approve minutes of previous meeting (10/21/2024).
- 2 Consider approval or denial of various license applications.
- 3 Discussion and possible action amending Wausau Municipal Code Amending 2.18.090 (Case Schedule Regarding Night Court).
- 4 Discussion and possible action approving Clinical Affiliation Agreement for Health and Community Services Occupations.
- 5 Discussion and possible action on proposal to adjust charges for ambulance services to townships.
- 6 Discussion and update on public safety fees for ticketed events.
- 7 Tavern Activities Report - October 1 - October 31, 2024.
- 8 Community Outreach Update.

Adjourn

Lisa Rasmussen, Chairperson

NOTICE: It is possible that members of, and possibly a quorum of members of the Committee of the Whole or other committees of the Common Council of the City of Wausau may be in attendance at the above-mentioned meeting. No action will be taken by any such groups.

Members of the public who do not wish to appear in person may view the meeting live over the internet, live by cable TV, Channel 981, and a video is available in its entirety and can be accessed at <https://tinyurl.com/WausauCityCouncil>. Any person wishing to offer public comment who does not appear in person to do so, may e-mail kaitlyn.bernarde@ci.wausau.wi.us with "PH&S public comment" in the subject line prior to the meeting start. All public comment, either by email or in person, will be limited to items on the agenda at this time. The messages related to agenda items received prior to the start of the meeting will be provided to the Chair.

This Notice was posted at City Hall and sent to the Daily Herald newsroom on 11/21/2024 @ 4:00 PM

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the City of Wausau will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs or activities. If you need assistance or reasonable accommodations in participating in this meeting or event due to a disability as defined under the ADA, please call the ADA Coordinator at (715) 261-6622 or ADAServices@ci.wausau.wi.us to discuss your accessibility needs. We ask your request be provided a minimum of 72 hours before the scheduled event or meeting. If a request is made less than 72 hours before the event the City of Wausau will make a good faith effort to accommodate your request.

PUBLIC HEALTH & SAFETY COMMITTEE

Date and Time: Monday, October 21, 2024, at 5:15 p.m., Council Chambers

Members Present: Lisa Rasmussen (C), Lou Larson (VC), Becky McElhaney, Sarah Watson, Carol Lukens

Others Present: Tammy Stratz, Anne Jacobson, Tegan Troutner, Matt Barnes, Michael Horejs, Nathan Porath, Jerney Kopp, Jared Thompson

Noting the presence of a quorum Chairperson Rasmussen called the meeting to order at 5:15 p.m.

Approve minutes of previous meeting (09/16/2024).

Motion by Watson, seconded by Lukens, to approve. Motion carried 5-0.

Discussion and possible action on approval of the Third Amendment American Rescue Plan Act/Catholic Charities Subrecipient Agreement.

Rasmussen stated this amendment was a reasonable approach to the vision of funding the day center with measurable outcomes and deliverables on the participants of the services. It was stated it is important to ensure all parties are on the same pages in terms of results in exchange for the funding. Rasmussen stated there needed to be a consistent offering of services with routine office hours.

Larson questioned if there would be measurable results after the wintertime and questioned why the day center is not being utilized. It was stated there would be measurable results, but the daily census may be nebules based on length of stay and that the day center would likely be more utilized in the winter as a respite from the cold weather.

Motion by Larson, seconded by Watson, to extend funding per the contract through the end of April and return funding for ARPA allocation via the Finance Committee. Motion carried 5-0.

Consider approval or denial of various license applications.

Motion by Larson, seconded by Lukens, to approve the licenses. Motion carried 5-0.

HEARING: Appeal of Declaration of Chronic Nuisance Premises - 1013 N. Third Avenue.

Chad Thompson, the owner/landlord of the property at 1013 N. Third Avenue, did not appear to complete the appeal of the declaration.

Rasmussen questioned if the committee should hear testimony and see evidence on the appeal if the owner did not appear. It was stated that it would make sense to not move forward with the hearing.

Larson stated there was no point of moving forward as the owner did not appear. Larson questioned the consequences of a chronic nuisance for the declaration being made. It was stated this allows the landlord the ability to evict residences causing the nuisance in an expedited manner.

Motion by Larson, seconded by Watson, to affirm the designation. Motion carried 5-0.

Findings of Fact and Conclusions of Law placed on file.

Discussion and possible action amending Section 5 of Ordinance No. 61-5950 striking the sunset provision of December 31, 2024 on WMC 9.20.020(t) making consumption of alcohol in parks under certain conditions a municipal offense.

Rasmussen stated when this idea went through other municipalities, it had successful implementation of the ordinance. It was stated the enforcement part of the ordinance would give a wake-up call to those consuming alcohol to seek help in addiction.

Larson questioned if the ordinance would give the ability for police officers to confiscate alcohol. It was stated there is a process for confiscated alcohol to be given back to the individual to consume in a legal manner. Larson question if the confiscation could be impactful to stop the consumption behavior. It was stated that while that is rarely used, the confiscation is more helpful than the implementation of the fine and the removal of unattended alcohol is also a successful deterrent.

Motion by Larson, seconded by Lukens, to remove the sunset date in ordinance. Motion carried 5-0.

Discussion and possible action on approval of Emergency Management Services Agreement between the City of Wausau and Marathon County.

Motion by Watson, seconded by Lukens, to approve. Motion carried 5-0.

Discussion and possible action on approval of Level B Hazardous Materials Response Agreement between the City of Wausau and Marathon County.

Motion by Lukens, seconded by Larson, to approve. Motion carried 5-0.

Community Care and Save Station update from the Wausau Fire Department.

Discussion was held. No action taken.

Wausau Police Department Quarter 3 2024 Operations Report.

Discussion was held. No action taken.

Report placed on file.

Wausau Fire Department Quarter 3 2024 Operations Report.

Discussion was held. No action taken.

Report placed on file.

Tavern Activities Report - September 1 - September 30, 2024.

Report placed on file.

Community Outreach Update.

Report placed on file.

Adjourn

Motion by Watson, seconded by Larson, to adjourn. Motion carried. Meeting adjourned at 6:29 p.m.

For full meeting video on YouTube: <https://www.youtube.com/watch?v=iP5utGu4wJ8>



Kody Hart, Deputy City Clerk

TEL: (715) 261-6616
FAX: (715) 261-6626

TO: Public Health & Safety Committee

FROM: Kody Hart, Deputy City Clerk

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

DATE: November 15, 2024

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

STAFF RECOMMENDATIONS

Approve or deny as indicated on the summary report attached, including those that may be introduced at the meeting. Further summaries on staff recommendations are outlined below.

1. **Approval Recommendation – Special Event Class I Permit: 2024 Turkey Trot** at the 400 Block on November 28th, 2024 from 6:00 AM to 12:00 PM, license applicant United Way of Marathon County, Ben Lee.
2. **Approval Recommendation – “Class A” Beer & Liquor: Pawz and Un-Wine-d** located at 4317 Stewart Avenue, license applicant Pawz and Un-Wine-d LLC, agent Sarah Plachetka; **The Store** located at 308 Stewart Avenue, license applicant Reliance Fuel LLC, agent Heidi Hearley.
3. **Approval Recommendation – Cigarette License: The Store** located at 308 Stewart Avenue, license applicant Reliance Fuel LLC, agent Heidi Hearley.



PHS Date 11/18/2024

License ID	License Typ	Name	Address	Details	Business	Begin Dt	End Dt	Police	PHS	Council
202493	850 - Obstruction	FOX, BRIAN	145209 BRISTERS HILL RD WAUSAU WI 54401							
202581	9026 - Class I	LEE, BEN	705 S 24TH AVE WAUSAU WI 54401	2024 TURKEY TROT on 11/28/2024 Organized by UNITED WAY OF MARATHON COUNTY						
202773	9061 - "Class A" Beer & Liquor	HEARLEY, HEIDI	132413 COUNTRYSIDE DR EDGAR WI 54426		THE STORE			Yes		
202771	9061 - "Class A" Beer & Liquor	PLACHETKA, SARAH	142262 RAINBOW DRIVE MERRILL WI 54452		PAWZ AND UN-WINE-D	11/14/2024	06/30/2025	Yes		
202774	9075 - Cigarette	HEARLEY, HEIDI	132413 COUNTRYSIDE DR EDGAR WI 54426		THE STORE					
202583	9080 - Public Transport Driver New	LIESENFELDER, MICHAEL	4111 STEWART AVE #11 WAUSAU WI 54401		NORTHWOODS TRANSPORT	10/29/2024	06/30/2025	Yes		

Total Licenses




Office of the City Attorney

TEL: (715) 261-6590
FAX: (715) 261-6808

Anne L. Jacobson
City Attorney

Tegan M. Troutner
Assistant City Attorney

STAFF MEMO

TO: Public Health and Safety Committee Members
FROM: Anne Jacobson, City Attorney 
DATE: November 11, 2024
RE: Amending Section 2.18.090 Case Schedule Regarding Night Court

Purpose: Amend Section 2.18.090 Case schedule relative to night court.

Background: This is a housekeeping matter. On September 27, 2022, Council approved an ordinance amending Section 2.18.050 regarding municipal court hours and night court, however Section 2.18.090 was not amended to strike night court.

Recommendation

I am recommending a revision to the code to strike night court.

ORDINANCE OF PUBLIC HEALTH AND SAFETY COMMITTEE	
Amending Section 2.18.090 Case schedule regarding night court	
Committee Action: Approved _____	Ordinance Number:
Fiscal Impact: None	
File Number:	Date Introduced: December 10, 2024

The Common Council of the City of Wausau do ordain as follows:

Delete (———)

Section 1. That Section 2.18.090 Case schedule, is hereby amended to read as follows:

2.18.090 Case schedule.

Where possible, the following time frames are to be used in the municipal court:

- (a) Law enforcement officers and others chargeable with the responsibility of writing citations or other legal processes which provide a court date shall, at the time of issuance of the citation, provide a court date which is within 30 days of the date of issuance. ~~The party charged with an ordinance violation shall not have the right to be heard in night court if a night court date is not available within 30 days of the date charged.~~ The failure of an issuing officer or official to provide the opportunity for a ~~night court hearing~~ or a hearing within 30 days of the date of issuance shall not, in any matter, constitute a defense to the violation charged.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall be in full force and effect on the day after its publication.

Adopted:
Approved:
Published:
Attest:

Approved:

Doug Diny, Mayor

Attest:

Kaitlyn A. Bernarde, Clerk

CLINICAL AFFILIATION AGREEMENT FOR HEALTH AND COMMUNITY SERVICES OCCUPATIONS

This Agreement is made effective this 18th day of October 2024 ("Effective Date") by and between NORTHCENTRAL TECHNICAL COLLEGE INC. (NTC), a Wisconsin institution for technical education and training, whose business address is 1000 W. Campus Drive, Wausau, WI 54401, and City of Wausau Fire Department, a qualifying Wisconsin EMS Field Site ("Clinical Education Setting"), whose business address is 606 E. Thomas Street, Wausau, WI 54403.

WITNESSETH

WHEREAS, NTC administers educational curricula for various health occupations (each a "Program" and collectively the "Programs"), and seeks to provide, as part of the Program curricula, supervised clinical experiences for NTC students enrolled in the Programs ("Students"); and

WHEREAS, the Clinical Education Setting serves patients in various health services through the provision of medical or other services consistent with the one or more Programs, and seeks to train future health care practitioners by providing Students with supervised clinical experiences at the Clinical Education Setting sites, consistent with the educational objectives of Students and NTC; and

WHEREAS, NTC and the Clinical Education Setting have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement combined with one or more Program Addenda attached (or that later may be attached) to and made a part of this Agreement;

NOW THEREFORE, in consideration for the mutual promises contained herein, NTC and the Clinical Education Setting agree as follows:

AGREEMENT

1. **NTC RIGHTS AND RESPONSIBILITIES.** In addition to its rights and responsibilities described elsewhere in this Agreement, NTC shall have the following rights and responsibilities:
 - 1.1 **Preparation of Students for Clinical Placement.** NTC shall ensure, through qualified faculty, that each Student assigned to the Clinical Education Setting is adequately prepared to benefit from such assignment. A Student's preparedness shall be measured by: (i) academic performance indicating an ability to understand what Student will observe and/or perform during the clinical placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.
 - 1.2 **Assigning Students to the Clinical Education Setting.** After receiving from the Clinical Education Setting the number of placements available for Students, NTC shall select Students to be assigned to the Clinical Education Setting. NTC shall notify the Clinical Education Setting of the Students assigned to the Clinical Education Setting, and each Student's availability for participation in clinical experiences.
 - 1.3 **Educational Coordinator.** NTC shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number to the Clinical Education Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.
 - 1.4 **Professional Liability Insurance.** NTC shall provide to each Student assigned to the Clinical Education Setting professional liability insurance pursuant to Section 8.1 of this Agreement. This coverage shall be provided at no cost to the Clinical Education Setting.

- 1.5 Accreditation and Licensure. NTC shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization specified in the applicable Program Addendum. NTC shall promptly notify the Clinical Education Setting of any change in its accreditation or licensure status.
 - 1.6 Background Investigative Disclosure. If required, responsibility for background investigative disclosure, pursuant to the Wisconsin Caregiver Background Check Law, shall be as described in the Program Addendum.
 - 1.7 Student Performance Disclosure. In accordance with applicable laws, regulations, and NTC policy, NTC shall immediately notify the Affiliated Site about any issue which would serve to impair a student's performance and/or represent a threat to the health and safety of patients or Affiliated Site employees or physicians in the event NTC becomes aware of such a problem. Also, NTC shall immediately notify the Affiliated Site of any action taken because of substandard academic or clinical performance of any student when that substandard performance could have an adverse impact on patient care. In the event NTC cannot legally share such information, it shall immediately withdraw its student from the Affiliated Site if such information could impair a student's performance and/or represent a threat to the health and safety of patients or Affiliated Site employees or physicians.
2. CLINICAL EDUCATION SETTING RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the Clinical Education Setting shall have the following rights and responsibilities:
- 2.1 Number of Placements. The Clinical Education Setting shall have sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision that the Clinical Education Setting can provide over a period of time, or other such description of capacity. The Clinical Education Setting shall communicate such capacity to NTC before Students may be assigned to the Clinical Education Setting.
 - 2.2 Site Coordinator. The Clinical Education Setting shall appoint an employee to serve as a coordinator at the site for each Program (for purposes of this Agreement, the "Site Coordinator" and as may be described in the Program Addendum), and shall communicate his or her name, title and telephone number to NTC. The Site Coordinator shall be responsible for overall management of the experience at the Clinical Education Setting, and may be assigned as Site Coordinator for one or more Programs.
 - 2.3 Orientation. The Clinical Education Setting shall provide NTC faculty and Students with a comprehensive orientation to the Clinical Education Setting, including all applicable policies and procedures and expectations of the Clinical Education Setting, and a tour of the physical plant. Such orientation shall include a comprehensive orientation to the Clinical Education Setting's emergency and safety protocols and policies and other orientation activities as may be mutually agreed to by NTC and Clinical Education Setting as set forth in any Program Addendum attached hereto.
 - 2.4 Qualified Supervision. Clinical Education Setting shall assure that a qualified practitioner supervises each Student. A practitioner shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience; (iii) demonstrates competence in the area of practice; and (iv) demonstrates

interest and ability in teaching. The student to practitioner ratio shall not exceed that ratio specified in the applicable Program Addendum, if any.

- 2.5 Student Access to the Clinical Education Setting and Patients. The Clinical Education Setting shall permit access by Students to any and all areas of the Clinical Education Setting as reasonably required to support Students' clinical development and as permitted under applicable law. These areas shall include, without limitation, patient care units, laboratories, ancillary departments, health science libraries, cafeteria, and parking facilities.
 - 2.6 Accreditation, Licensure and Eligibility. The Clinical Education Setting shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate and as described in the Program Addendum; (ii) all necessary licensures, certifications and approvals from the State of Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Clinical Education Setting shall immediately notify NTC of any change in the Clinical Education Setting's qualifications, accreditation, licensure, or eligibility status.
 - 2.7 Clinical Component Requirements. The clinical component offered by NTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, other authorities identified by NTC, and all applicable laws.
 - 2.8 Inspections. The Clinical Education Setting shall, upon reasonable request, permit inspection of its premises by NTC.
 - 2.9 Final Authority. The Clinical Education Setting retains final authority for all aspects of operations at and management of the Clinical Education Setting.
 - 2.10 Remuneration. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Clinical Education Setting.
3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their rights and responsibilities described elsewhere in this Agreement, NTC and the Clinical Education Setting shall have the following rights and responsibilities.
- 3.1 Supervision and Evaluation of Students. NTC and the Clinical Education Setting shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Clinical Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Clinical Education Setting, including the students' impact upon patients' wellbeing; (ii) the importance of abiding by the Clinical Education Setting rules and regulations; and (iii) the confidentiality of patient identities and health information. NTC shall, if the Clinical Education Setting so desires, assure prompt feedback to the Clinical Education Setting regarding Students' evaluation of their clinical experience at the Clinical Education Setting. The Clinical Education Setting shall assure prompt feedback to NTC regarding Students' performance at the Clinical Education Setting and additional feedback as described in the Program Addendum, if any.
 - 3.2 Review and Evaluation of Affiliation. NTC and the Clinical Education Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet their respective

objectives. This Agreement may be amended or modified, pursuant to Section 6 below, to reflect changes in the parties' relationship.

3.3 Nondiscrimination. NTC and the Experience Setting shall comply with the Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and all laws protecting the rights of the disabled. Both parties will not discriminate against any faculty member, student, employee or applicant for employment or admission into a Program, on the basis of race, color, age, gender, national origin, disability or marital status.

4. STUDENT RIGHTS AND RESPONSIBILITIES. NTC and the Clinical Education Setting shall instruct Students regarding Students' rights and responsibilities while onsite at the Clinical Education Setting. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Clinical Education Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons while on the Clinical Education Setting premises. Student shall abide by all policies, rules and regulations established by the Clinical Education Setting and NTC. Failure to abide by these policies, rules and regulations may result in the student's removal from the Clinical Education Setting.

4.2 Timeliness. Student shall report to the Clinical Education Setting at the assigned place and time. Student shall immediately inform the Clinical Education Setting and NTC of Student's inability to report to the Clinical Education Setting as assigned.

4.3 Uniform and Identification. Student shall wear the uniform or other clothing as directed by NTC. Student shall display proper identification as directed by the Clinical Education Setting. Student's appearance shall be, at all times, neat and clean.

4.4 Insurance. Student shall maintain comprehensive health and medical insurance or student health insurance as required under Section 8.3 of this Agreement.

4.5 Personal Expenses. While at the Clinical Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

4.6 Evaluation of Clinical Experience. Student shall, upon request of NTC, or the Clinical Education Setting, provide a candid written evaluation of the clinical experience at the Clinical Education Setting including, without limitation, preparation for the on-site experience, orientation to the Clinical Education Setting and experience and supervision at the Clinical Education Setting.

5. STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If Student is injured or becomes ill while at the Clinical Education Setting, the Clinical Education Setting shall provide emergent or urgent medical care, as appropriate, consistent with the Clinical Education Setting's capability and policies. The Clinical Education Setting shall promptly notify NTC that Student has been injured or has become ill. Student shall bear full financial responsibility for charges associated with said treatment.

5.2 Immunizations. NTC shall assure that Student has received, before reporting to the Clinical Education Setting, appropriate immunizations and vaccines, or, in the alternative,

has completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting.

- 5.3 OSHA Policies. Clinical Education Setting shall instruct Students regarding precautions and other procedures to protect Students, patients and the Clinical Education Setting personnel from blood borne and other pathogens.

6. TERM AND TERMINATION

- 6.1 Initial and Renewal Term. Subject to Section 6.2 below, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one academic or Program year as set forth in the Program Addendum. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed at and accepted by the Clinical Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than one hundred twenty (120) days' advance written notice of its intent not to renew prior to the end of then-current Program. In the event that either party's non-renewal of this Agreement disrupts the clinical experience of any Student(s) in a Program, the Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Student(s)' clinical experience. Upon notice of non-renewal by either party, no new Student may be placed at the Clinical Education Setting.

- 6.2 Termination. Notwithstanding Section 6.1 above, this Agreement may be terminated as follows.

- A. By Mutual Agreement. NTC and the Clinical Education Setting may terminate this Agreement at any time, and on any terms, to which they agree in writing, though the parties shall attempt, in good faith and using their best effort, to effectuate the termination to coincide with a normal academic or Program break.
- B. For Cause. In the event NTC or the Clinical Education Setting fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:
- (1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, if such breach is curable, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the intention of the non-breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach to the reasonable satisfaction of the non-breaching party during said thirty (30) day period.
 - (2) If the material breach is not resolved to the reasonable satisfaction of the non-breaching party during the thirty (30) day period as provided in B. (1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

(3) In the event that termination of the Agreement by the Clinical Education Setting pursuant to this Section 6.2 (B) disrupts the clinical experience of any Student(s) in a Program, the parties shall attempt, in good faith and using their commercially reasonable best efforts, to continue Students' clinical experiences and this Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Students' clinical experience. During any time period in which notice of termination has been given and existing Students are completing the Program, no new Student may be placed at the Clinical Education Setting.

C. Immediate Termination. NTC may immediately terminate this Agreement and any and all Program Addenda if the Clinical Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. The Clinical Education Setting may terminate this Agreement immediately upon written notice to NTC if NTC fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement. In addition, the Clinical Education Setting may also terminate any Program Addenda if NTC fails to maintain full and unrestricted accreditation with respect to said Program as required under the applicable Program Addendum.

6.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

6.4 Amendments and Modifications. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be written, signed by the parties and made a part of this Agreement.

7. INDEMNIFICATION AND LIABILITY

7.1 NTC. NTC shall indemnify, defend and hold harmless the Clinical Education Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by NTC or any of its employees. NTC shall indemnify the Clinical Education Setting for any negligent acts or omissions by any Student that may arise during the course and scope of the clinical experience as described in this Agreement and the attached Program Addenda. NTC shall not indemnify the Clinical Education Setting for any willful acts or failures to act by any Student that may arise out of this Agreement and attached Program Addenda.

7.2 The Clinical Education Setting. The Clinical Education Setting shall indemnify, defend and hold harmless NTC, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Clinical Education Setting or any of its employees, agents, medical residents or members of its medical staff that may occur during or that may arise out of this Agreement.

7.3 Costs. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

- 7.4 Survival. This Section 7 shall continue beyond the expiration, non-renewal or termination of this Agreement.

8. INSURANCE

- 8.1 NTC. NTC shall maintain, at no cost to the Clinical Education Setting, general and professional liability insurance covering NTC as an entity and each of its employees and agents against general and professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be provided to the Clinical Education Setting upon request.
- 8.2 The Clinical Education Setting. The Clinical Education Setting shall maintain, at no cost to NTC, general and professional liability insurance covering the Clinical Education Setting as an entity and each of its physician-employees, nonphysician-employees, medical residents and agents against professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence. Clinical Education Setting agrees to list NTC as an additional insured on all policies required to be maintained under this Section 8.2 and to promptly provide NTC with evidence of such insurance upon request.
- 8.3 Students. Students shall pay a fee each semester for NTC's Student Accident Only Insurance Plan, in the amount of fifty thousand dollars (\$50,000) per injury, to cover Students on campus, while attending a practicum program or other recognized student groups approved by the College, or during travel to and from a practicum program. NTC's Student Accident Only Insurance Plan offers benefits that include hospital room and board, inpatient and outpatient surgical procedures, labs and x-rays, physician office visits, ambulance, durable medical equipment, emergency care, and prescription drugs. Alternatively, if a Student waives coverage under NTC's Student Accident Only Insurance Plan, Students shall maintain, at no cost to NTC or the Clinical Education Setting (unless either such party consents to such cost), comprehensive health and medical insurance or student health insurance. Evidence of such insurance shall be provided to NTC and Clinical Education Setting upon request.
9. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by agreement of NTC and Clinical Education Setting may be submitted by either party to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that such arbitration shall result in a final and binding award in the State of Wisconsin, and may be judicially enforced. Each party shall bear its own arbitration costs and expenses, unless otherwise determined by the arbitrator.

10. NOTICES AND COMMUNICATION

- 10.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given when delivered:

If to NTC:

 Northcentral Technical College
 Attn: Provost & Vice President, Learning
 1000 W. Campus Drive
 Wausau, WI 54401

If to the EMS Field Site:
 City of Wausau Fire Department
 Attn: Jared Thompson, EMS Division Chief
 606 E. Thomas Street
 Wausau, WI 54403

or at other such addresses as a party from time to time may designate by written notice to the other party.

- 10.2 Other Communications. Communications, other than notices as described in Section 10.1 above, whether written or oral, shall be directed to the appropriate NTC Dean, Educational Coordinator or Site Coordinator as indicated in the applicable Program Addendum.
11. NON-EXCLUSIVE. The parties agree that NTC shall be free to enter into similar agreements with other facilities, and that the Clinical Education Setting shall be free to enter into similar agreements with other educational institutions.
12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin.
13. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.
14. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.
15. RELATIONSHIP OF PARTIES. NTC and the Clinical Education Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of NTC, the Clinical Education Setting or their employees, both NTC and the Clinical Education Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of how such discussions are initiated.
16. CONFIDENTIALITY OF RECORDS
- 16.1 Student Records. NTC and the Clinical Education Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than NTC. NTC agrees to provide the Clinical Education Setting with guidance with respect to compliance with FERPA.
- 16.2 Patient Health Care Records. NTC and the Clinical Education Setting acknowledge that patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30, and 252.15) and the Health Insurance Portability and Accountability Act ("HIPAA") and its accompanying regulations. The Clinical Education Setting agrees to provide Students and NTC with guidance with respect to compliance with these statutes and regulations.
17. NON-DISCRIMINATION. NTC and the Clinical Education Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by NTC.
18. ENTIRE AGREEMENT. This Agreement, together with one or more Program Addenda attached (or that later may be attached) hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

THIS AGREEMENT PRESUMES THE EXECUTION OF ONE OR MORE PROGRAM ADDENDA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

NTC:

Signature: _____

Name: Darren Ackley

Title: Vice President for Learning & Provost

Date: _____

CLINICAL EDUCATION SETTING:

Signature: _____

Name: _____

Title: _____

Date: _____

**PROGRAM ADDENDUM TO THE CLINICAL AFFILIATION
AGREEMENT FOR HEALTH OCCUPATIONS**

This Program Addendum is made effective this 18th day of October, 2024 ("Effective Date") by and between NORTHCENTRAL TECHNICAL COLLEGE, a Wisconsin institution for technical education and training ("NTC") and City of Wausau Fire Department, a Wisconsin EMS Field Site ("Clinical Education Setting").

WHEREAS, NTC and Clinical Education Setting have executed a Clinical Affiliation Agreement for Health Occupations dated October 18, 2024 ("Agreement") that describes their relationship regarding educational and clinical experiences for Students enrolled in one or more of NTC's health occupation programs; and

WHEREAS, the Agreement presumes the execution of a Program Addendum pertaining to each health occupations program to which it applies and any capitalized terms not defined in this Program Addendum shall have the meaning set forth in the Agreement; and

WHEREAS, the parties desire to execute this Program Addendum to effectuate the Agreement with regard to NTC's Health Programs – Nursing Assistant, Dental, Medical Assistant, Medical Laboratory Technician, Phlebotomy, Nursing, Radiography, Surgical Technologist, Renal Dialysis, Paramedic, Emergency Medical Technician, Critical Care Paramedic, Fire Medic, Computed Tomography Imaging, Health Navigator, Geriatric Care Specialist, Gerontology, Geriatric Certificates, Health Care Business Services. ("Program");

NOW, THEREFORE, with regard to the Program, the parties agree as follows:

1. Pursuant to Section 1.3 of the Agreement, NTC's Educational Coordinator for the Program shall be Program Director.
2. Pursuant to Section 1.6 of the Agreement, all Students who are assigned to the Clinical Education Setting shall have had a background check performed under the direction of NTC in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of License and Regulation, the Department of Health and Family Services and from out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. Prior to placement of the Student, NTC will notify the Clinical Education Setting in writing of any crime of which Student has been convicted so that the Clinical Education Setting may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. The Clinical Education Setting may refuse placement of any Student the Clinical Education Setting believes could put its patients, employees and/or visitors at risk. NTC hereby agrees to notify the Clinical Education Setting when NTC becomes aware that any Student on site at the Clinical Education Setting is charged with or convicted of any crime or is investigated by any governmental agency. Both NTC and the Clinical Education Setting understand that the Student has an ongoing duty to report to NTC should there be any change from the initial background check.
3. Pursuant to Section 2.2 of the Agreement, the Clinical Education Setting's Site Coordinator shall be _____.
4. Pursuant to Section 2.4, responsibility for qualified supervision shall be as follows: Clinical Instructors assigned to the Program will be responsible for provision, coordination and supervision of the clinical instruction, and the experience to be

provided by Clinical Education Setting to the Students enrolled in the Program. Clinical Instructors will be licensed by the State of Wisconsin in good professional standing with at least one (1) year of experience or such higher number of years' experience as requested by accreditation agencies, and have such other qualifications and experience as agreed to by NTC and the Clinical Education Setting, or as required for Program accreditation by accrediting agencies and authorities.

- 5. Pursuant to Section 2.7 of the Agreement, the clinical component offered by NTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any accreditation agency that accredits the Program.
- 6. Pursuant to Section 3.1 of the Agreement, the Clinical Education Setting shall provide the following additional feedback to the Program: Evaluation of clinical performance by enrolled Students at the Clinical Education Setting will be the responsibility of the Clinical Instructors and the Clinical Education Setting. The Clinical Instructors will participate in evaluation of the Student through written communication. It is the responsibility of the Clinical Instructors to notify NTC of performance of a Student that is less than satisfactory in a timely manner so that appropriate remediation may be initiated by the Clinical Education Setting, and if necessary, other action taken with the assistance of NTC. NTC, following review of written reports and input from the Clinical Education Setting concerning Student performance and coursework in the Program, will assign the final Pass-Fail grade to the Student for each clinical internship.
- 7. Pursuant to Section 6.1, the Agreement shall continue for an initial term of one year ending on October 31, 2025.
- 8. All other terms of the Agreement shall apply, as applicable, to the Program and this Program Addendum.
- 9. This Program Addendum shall be effective as of the date first written above and shall continue in full force and effect for so long as the Agreement remains in full force and effect unless this Program Addendum is (a) terminated prior to termination of the Agreement pursuant to Section 6.2 of the Agreement, or (b) superseded by the execution of an amended and/or restated Program Addendum.

IN WITNESS WHEREOF, the parties have executed this Program Addendum to the Affiliation Agreement for Health Occupations as of the Effective Date.

NTC:

CLINICAL EDUCATION SETTING:

Signature: _____

Signature: _____

Title: Vice President for Learning & Provost

Title: _____

Date: _____

Date: _____

Statement of Support for NTC EMS Field Sites

This section to be filled out by the Field Site Supervisor

Facility Name: City of Wausau Fire Department

Address: 606 E. Thomas Street

City/State/Zip Code: Wausau, WI 54403

Field Site Supervisor: Jared Thompson

Email: Jared.Thompson@wausauwi.gov

Title: EMS Division Chief

Phone: 715-261-7915

Is this student a current employee of your organization?

Yes

No

Is there a student coordinator at your site for student on-boarding?

Yes

No

If yes, Coordinator's name:

Email:

Please check the box for each discipline you have at your field site and indicate the number of on-site professionals in each discipline that are currently employed at your field site. Note: *If any box is unchecked, the student is responsible for finding a second site and must complete a second Statement of Support that supports their required discipline.*

EMT # of EMTs on site at our location is: 2

AEMT # of AEMTs on site at our location is: 0

Paramedic # of Paramedics on site at our location is: 43

Note: In addition to this Statement of Support, Northcentral Technical College and the field site must sign an affiliation agreement before the student can begin the EMS program courses. NTC will contact you or someone at your facility to set up this affiliation agreement.

Indicate whether the affiliation agreement that requires the completion of background checks, health requirements, drug testing and/or any other additional requirements can be waived due to the student's employment at this field site:

YES

NO

Signatures

The field site supervisor responsibilities are outlined on the following page(s):

Field Site Supervisor Signature

10/18/2024
Date

AGR # 1232

**MEMORANDUM OF AGREEMENT
BETWEEN THE
NORTHCENTRAL TECHNICAL COLLEGE
AND THE
CITY OF WAUSAU FIRE DEPARTMENT**

RECEIVED
JUL 16 2004
CITY OF WAUSAU CITY CLERK

✓ **FOR EMERGENCY MEDICAL TECHNICIAN – BASIC (B), BASIC IV,
INTERMEDIATE (I) AND PARAMEDIC (P)**

This agreement is made between the City of Wausau Fire Department, hereinafter referred to as “**The Service**” and Northcentral Technical College, hereinafter referred to as “**NTC**.”

PART I BASIS AND PURPOSE OF THE AGREEMENT

Whereas,

NTC and **The Service** acknowledge a public obligation to contribute to the education of Advanced Emergency Medical Technicians - Paramedic, Intermediate and Basic (EMT – P, I & B) for the benefit of students and for community needs.

NTC has established a program for EMT –P, I & B which requires the clinical facilities of **The Service** for extended laboratory experience in order to achieve its objectives.

The Service has clinical facilities suitable for the educational needs of the students in the EMT – P, I & B program and is willing to make them available to **NTC** for instruction.

Now, therefore,

The agreement is to be governed by the following general concepts of cooperative action.

PART II RESPONSIBILITIES AND PRIVILEGES OF NTC

A. FOR THE PROGRAM IN GENERAL

Assume full responsibility for offering an educational program approved by the Wisconsin Technical College System Board and Wisconsin Statute 146.35.

B. FOR THE CLINICAL EXPERIENCE AT THE SERVICE

1. Plan, develop, and in cooperation with **The Service** personnel, implement clinical instruction, evaluation, and discipline of students with the cooperation and assistance of the **NTC** EMT –P, I & B program.

2. Provide an orientation period during which the students can become familiar with **The Service** policies, practices, and facilities prior to commencement of clinical instruction.
3. Provide a plan to **The Service** identifying the number of students, hours for clinical experience and observation in the specialty areas, and clinical learning objectives.
4. Ensure that all third-party facilities involved in patient treatment will observe the policies and regulations of both **NTC** and **The Service** as they apply to the circumstances of clinical instruction.
5. **NTC** shall provide a program coordinator who will serve as a resource person to **The Service** staff in matters contributing to the quality of EMT training and in sharing his/her knowledge as an EMT – Paramedic, Intermediate & Basic.
6. Ensure that students assigned to **The Service** for clinical experiences meet both **NTC** and **The Service's** minimum health standards.
7. Require students and faculty to exercise confidentiality with regard to all patient and staff information gained during clinical experience.
8. Notify **The Service** if the approval or accreditation of **NTC** changes.

PART III RESPONSIBILITIES AND PRIVILEGES OF THE SERVICE

A. GENERAL RESPONSIBILITIES

1. Maintain standards which meet requirements of the Wisconsin Department of Health and Family Services, Division of Health, for approval as a clinical facility for instruction in an approved EMT –P, I & B program.
2. Designate the administrative representative who will serve as coordinator for use of **The Service's** facilities.
3. Permit the faculty and students of **NTC** to use the patient care and patient services facilities for the clinical experience according to the clinical plan developed by **NTC**. This plan should be mutually satisfactory to both parties in order to meet the educational goals of **NTC** and patient care standards of **The Service**.
4. Permit the students in the EMT program to observe and participate with **The Service** personnel in the care of patients according to the specified clinical learning objectives and the mutually agreed upon clinical plan.
5. When engaged in training and observation at **The Service**, students shall be under the supervision of the Unit Supervisor, or a qualified designee of the Chief of EMS. EMT –P, I & B skills as identified in the clinical plan

may only be performed under direct supervision of a physician or his designee.

6. Encourage **The Service** staff to participate in the educational program in the role of resource persons, clinical experts, or in assisting in the planning and implementation of selected aspects of clinical instruction.

B. FACILITIES

1. Make available adequate facilities and equipment for demonstration of **The Service** equipment and techniques.
2. Permit the educational use of such supplies and equipment as are commonly available for patient care.
3. Provide the students and faculty with access to the cafeteria, library facilities, and conference space.

C. SERVICE PRIVILEGES

1. May refuse educational access to its clinical areas to **NTC** students who do not meet its employee standards for safety, health, or ethical behavior.
2. At the discretion of the Unit Supervisor or designee under **PART III, Paragraph A-5**, above, **The Service** may restrict the student from observing at any time where the presence of the student may impair treatment or confidentiality requirements of **The Service**. The designee or Unit Supervisor may resolve any problem situation in favor of the patient's welfare and restrict the student involved from observing until the incident can be resolved by the staff in charge and the instructor.
3. May require that faculty and students maintain confidentiality with regard to all patient, **The Service**, and staff information gained during the clinical experience.

PART IV STATUS OF STUDENTS

- A. Students shall at all times and for all purposes be considered to be students of **NTC** and in no case shall they be considered as agents or employees of **The Service**.
- B. Students will have the status of learners and will not replace **The Service** staff nor give services to patients apart from its educational value.
- C. Students are subject to the authority, policies, and regulations of **NTC**. Students are also subject, during clinical assignments, to the same standards as set for employees of **The Service** in matters relating to the welfare of patients according to **The Service** standards.

- D. Any emergency medical care given to any student will be at the student's expense, or the expense of NTC, except for any liability of **The Service** pursuant to **PART V, Paragraph C**.

PART V LIABILITY STATUS OF THE CONTRACTING PARTIES

- A. NTC shall have sole liability for any injury to staff occurring during the instructional process and shall maintain all required workers' compensation and employee insurance required or otherwise provided to NTC staff.
- B. NTC shall hold harmless and indemnify **The Service** for any and all claims arising from any of the acts or omissions of students in training, NTC instructors, staff, or employees related to or arising out of the clinical instruction program. This shall include all claims, demands, losses, costs, damages, and expenses of every kind or description, including death and/or personal injury arising out of, in conjunction with, or occurring during the course of the program.
- C. NTC shall maintain an adequate policy of general liability and malpractice insurance covering all acts and omissions of NTC students, instructors, and staff, and shall upon request provide **The Service** a certificate of insurance reflecting that all liability insurance required by this agreement is in full force and effect.

PART VI DURATION OF AGREEMENT

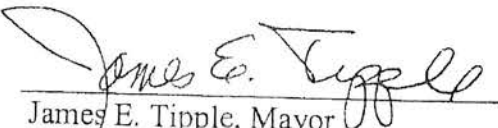
- A. The duration of this agreement shall be indefinite, until terminated by the agreement of the parties or pursuant to **PART VI - Paragraph C** below.
- B. No revision or modification of this agreement shall be effective except by mutual written agreement of the parties hereto. Such modification shall be attached to be made part of this agreement.
- C. This agreement may be terminated by either party upon 30 days' written notice.

In Witness Whereof:

NORTHCENTRAL TECHNICAL COLLEGE


WAUSAU FIRE DEPARTMENT

John Connor, R.N., NR EMT
EMS Instructor/Coordinator



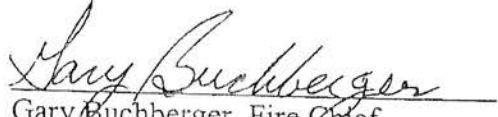
James E. Tipple, Mayor
City of Wausau

Karen Spaude
Instructional Liaison



Kelly Michaels-Saager, City Clerk
City of Wausau

Dr. Robert Ernst, President



Gary Buchberger, Fire Chief
Wausau Fire Department

Memo

To: Finance Committee Members

From: Jeremy Kopp, Fire Chief

Date: 11/12/2024

Subject: Proposal to Adjust Charges for Ambulance Services to Townships

Purpose:

This memo is to propose a change in the current charges for ambulance services provided to the townships, specifically increasing the new per capita rate from \$7.50 to \$7.75. The proposed adjustment reflects increased operational costs and ensures that the Fire Department's ambulance services continue to meet the needs of the community while maintaining financial sustainability.

Background:

The Wausau Fire Department provides ambulance services to several surrounding townships, and the charges for these services have been set at \$7.50 per capita for the next year 2025. Over time, there have been increases in operational costs, including staffing, equipment, maintenance, and insurance, which have impacted the overall budget for providing these services.

In order to continue offering high-quality emergency medical services while also covering these increased costs, an adjustment to the per capita charge is necessary. The recommended increase to \$7.75 per capita represents a modest increase that will help offset rising expenses without significantly impacting the townships' budgets while staying competitive with other departments charging for the same services.

Rationale for the Increase:

1. **Increased Operational Costs:** The cost of providing ambulance services has risen significantly in recent years due to inflation, higher wages for emergency medical personnel, increased fuel and equipment costs, and rising insurance premiums. A small increase in the per capita rate will help us manage these ongoing financial pressures.
2. **Equitable Share:** The per capita rate ensures that the cost of ambulance services is shared fairly among the townships based on their population size. This increase will keep the cost to each township proportional to their respective population.
3. **Sustainability:** This adjustment will help ensure that the Fire Department's ambulance services remain financially sustainable and continue to meet the growing demand for emergency medical care in our region.
4. **Comparison with Industry Standards:** The proposed rate increase aligns with the current trends and rates charged by other municipalities and fire departments for similar services, helping to keep Wausau competitive while ensuring the financial viability of our operations.

Proposed Change:

- Proposed charge: **\$7.75 per capita**
- The adjustment would take effect starting January 1st 2025, allowing the townships adequate time to prepare for the change.

Next Steps:

- Discussion and feedback from the Finance Committee.
- If approved, notify the affected townships of the proposed rate adjustment and the new charges for the next service year.
- Prepare a revised budget reflecting the increased revenue and adjustments to operational costs.

Recommendation:

I recommend that the Finance Committee approve the proposed increase in the per capita charge for ambulance services to the townships to \$7.75. This adjustment is necessary to maintain the quality of services while addressing rising operational costs.

Please feel free to reach out with any questions or if additional information is needed prior to the meeting.

Sincerely,
Jeremy Kopp
Fire Chief
Wausau Fire Department



Wausau Police Department

515 Grand Ave

Wausau, WI 54403

Ph. 715-261-7800

Date: October 7, 2024

To: Chief Barnes

From: Lt. Peter Fish

Subject: Tavern Report, October 1 – October 31, 2024

ROUTINE TAVERN INSPECTIONS*

TAVERN NAME	LOCATION	INSPECTION Y/N	VIOLATION(S)
Pregame Pub	2002 N 6th St	Y	N
Bob & Randy's Bar	1515 N 6th St	Y	N
Cop Shoppe Pub	701 Washington St	Y	N
Domino Bar	740 Washington St	N	CLOSED
El Jalapenos	300 N 3rd St	Y	N
Glass Hat	1203 N 3rd St	Y	N
Hiawatha Restaurant & Lounge	713 Grant St	Y	N
Intermission	325 N 4th St	Y	N
Limerick's Public House	121 Scott St	Y	N
Loppnow's Bar	1502 N 3rd St	Y	N
Malarkey's	412 N 3rd St	Y	N
Oz	320 Washington St	Y	N
Nevermore On Third	1206 N 3rd St	Y	N
Timekeeper Distillery	607 Grant St	Y	N
Wausau on the Water (WOW)	1300 N River Dr	Y	N
Bull Falls Brewery	901 E. Thomas St	N	CLOSED
Kin and Kind	2108 Grand Ave	N	N
Chellis St. Pub	265 Chellis St	Y	N
Christine's Bar	936 S. 3rd Ave	Y	N
Denmar Tavern	601 W Thomas St	Y	N
Eagle's Club	1703 S 3rd Ave	Y	N
Jim's Corner Pub	1244 S 9th Ave	Y	N
The Bar and Grill	1025 S 3rd Ave	Y	N
Treu's Tic Toc Club	1201 W Thomas St	Y	N
M&R Station	818 S 3rd Ave	Y	N
Days Bowl-A-Dome	1715 Stewart Ave	Y	N
Hutch's Bar	4411 Stewart Ave	Y	N
Whiskey River Bar & Grill	5512 Stewart Ave	Y	N

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



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101 Pub	101 N 3rd Ave	Y	N
After Shock Bar and Grill	1418 Lenard St	Y	N
Callon Street Pub	209 Callon St	Y	N
Chatterbox Bar	102 S 2nd Ave	Y	N
4 Fathers Pub	1724 Merrill Ave	Y	N
Labor Temple	318 S 3rd Ave	Y	N
North End Pub	1002 N 3rd Ave	Y	N
Lickity Splitz	1709 Merrill Ave	Y	N
Newch's Eatery	1810 Merrill Ave	Y	N

*During a routine tavern inspection, officers check for the following:

- Sober, licensed bartender present.
- Presence of underage persons.
- Intoxicated persons being served.
- Entertainment license posted if applicable.

In addition to the listed tasks, officers often conduct walkthroughs of taverns, especially when observing large crowds to establish a visible presence, aiming to discourage criminal activities and to encourage compliance with ordinances related to alcohol licenses.

CONVENIENCE/GROCERY STORE INSPECTIONS

None.

RESTAURANT INSPECTIONS

None.

ALCOHOL COMPLIANCE CHECKS*

None.

*Alcohol Compliance Check Procedure: Police officers conduct alcohol compliance checks by deploying with underage volunteer(s) to taverns and other licensed establishments selling or serving alcoholic beverages to ensure compliance with ordinances related to alcohol licenses.

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
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Wausau Police Department

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ACTIVITY LOG

Eagles Club, 1703 S 3rd Avenue

- (1) *Event #24129203 10/06/2024, at 19:39 Hours.* CRIMINAL MISCELLANEOUS: Officers responded to the report of a female who refused to leave the bar. Officers arrived on scene and transported the female to the Community Partners Campus Warming Shelter at her request.1025

Cop Shoppe Pub, 701 Washington Street

- (1) *Event #24128526 10/05/2024, at 00:29 Hours.* SUSPICIOUS ACTIVITY: Officers responded to the report of a male who entered with an open bottle of champagne. Officers located the male shortly thereafter walking nearby. Officers identified the male, poured out his open intoxicant and the male was encouraged to go home.
- (2) *Event #24133076 10/15/2025, at 20:45 Hours.* NOISE COMPLAINT: An officer responded to a noise complaint from a refused caller who said they believed there may have been a fight. The officer arrived on scene and observed karaoke occurring inside the bar and no sign of any disturbance.

Glass Hat Bar, 1203 N 3rd Street

- (1) *Event #24134091 10/18/2024, at 01:13 Hours.* CRIMINAL MISCELLANEOUS: Officer responded to the report of a female bothering customers. Bar staff told officers she came in the bar impaired, and they did not serve her. Officer reported the female was asked to leave and she left.

Loppnow's, 1502 N 3rd Street

- (1) *Event #24135334 10/20/2024, at 09:06 Hours.* CRIMINAL MISCELLANEOUS: Officer responded to the report of a male who bit his friend, and they needed help getting him out of the bar or home. The reporting person called back before officers' arrival and stated assistance was no longer needed.

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Chief

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Administrative Captain



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M&R Station, 818 S 3rd Avenue

- (1) *Event #24135055 10/20/2024, at 00:45 Hours.* CRIMINAL MISCELLANEOUS: An officer was parked nearby monitoring traffic when he observed a fight outside the bar. As a result, two adults were arrested for resisting and disorderly conduct.

101 Pub, 101 N 3rd Avenue

- (1) *10/08/2024 22:32 Hours and 10/17/2024 at 00:09.* NOISE COMPLAINT: Officers responded to two noise complaints by a refused caller. No enforcement action taken.

Aftershock Bar and Grill, 1418 Lenard Street

- (1) *Event #24136796 10/24/2024 02:11 Hours.* CRIMINAL MISCELLANEOUS: An officer responded to the report of an aggressive male. As a result, a probation warrant was issued for the male and charges of domestic disorderly conduct were referred to the District Attorney's office after attempts to locate the male were unsuccessful

Callon Street Pub, 209 Callon Street

- (1) *Event #24131683 10/12/2024 02:46 Hours.* MENTAL SUBJECT: Officer responded to the report of a suicidal female. As a result, a male was taken into custody due to a probation violation. The female in question from the original call was released from the scene.

Chatterbox, 102 S 2nd Avenue

- (1) *Event #24134802 10/19/2024 13:55 Hours.* NOISE COMPLAINT: An officer responded to the report of a noise complaint where the caller stated Chatterbox informed them, they had a permit to play music for a block party and refused to turn down the volume. The officer determined the volume was acceptable under the circumstances.

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Chief

Todd Baeten
Deputy Chief

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Administrative Captain



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Lickity Splitz Gentlemen's Club, 1709 Merrill Avenue

- (1) *Event #24131095 10/10/2024 19:42 Hours.* CRIMINAL MISCELLANEOUS: Officers responded to the report of a male violating the conditions of his bond by being at the bar. As a result, a male was arrested for a Portage County warrant, Felony Bail Jumping (x2) and possession of THC.

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Chief

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Deputy Chief

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Benjamin Graham
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Administrative Captain



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DEMERIT POINTS ASSESSED

No demerit points were assessed throughout the month of October.

Respectfully submitted,

A handwritten signature in black ink that reads "Peter Fish".

Lt. Peter Fish

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

Nathan Cihlar
Administrative Captain



Wausau Police Department

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ADDENDUM #1 of 1: CURRENT DEMERIT POINTS

TAVERN NAME	VIOLATION	POINTS ASSESSED	DATE
Newch's Eatery	No Licensed Bartender	50	9/28/2024
Cop Shoppe Pub	Sale/Serve Underage	25	5/21/2024
Intermission	Sale/Serve Underage	25	5/21/2024
Labor Temple	Sale/Serve Underage	25	5/21/2024

Matthew Barnes
Chief

Todd Baeten
Deputy Chief

Melinda Pauls
Patrol Captain

Benjamin Graham
Detective Captain

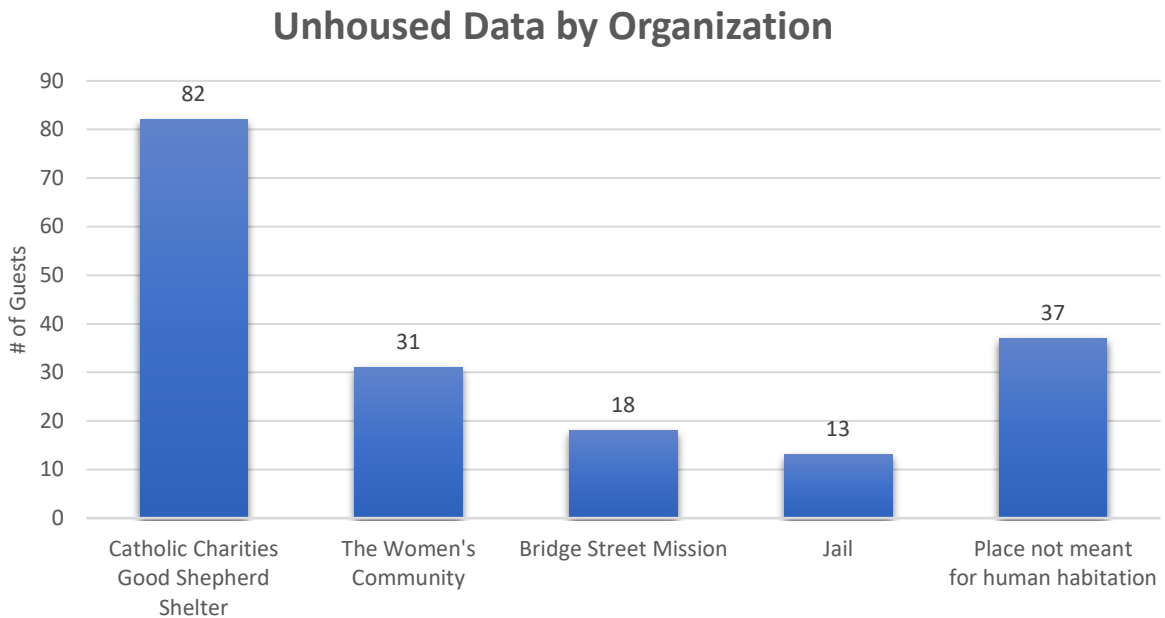
Nathan Cihlar
Administrative Captain

To: Public Health and Safety Committee
From: Tracy Durante, Community Outreach Specialist
Date: October 21, 2024
Re: Community Outreach Update



Unhoused Data

The following graph shows the number of unduplicated¹ guests housed by each organization in the previous month.



Unhoused Data Summary

In October, data suggests there were approximately 181 unhoused individuals identified in Wausau through various partnering agencies. As indicated in the footnote, 181 is not the true number of unhoused. As of today, organizations do not cross-reference names when coming up with their unduplicated count. This means an unhoused individual may be part of more than one organization's count, thereby inflating the true number of unhoused. An example is provided in the footnote. This number also does not include those individuals who are considered "couch surfing".

¹ The numbers reflected do not eliminate duplicates across organizations. For example, a person who stays at The Good Shepherd Shelter and Marathon County jail in the same month will count as 1 person for each organization.

In the graph above, 80 percent of the unhoused sought or received shelter in the month of October, 20 percent of the unhoused were living outside, or in places not meant for human habitation.

The Women’s Community data includes crime victims who sought shelter because their home was unsafe. This number reflects both adult residents (17) and their children (14).

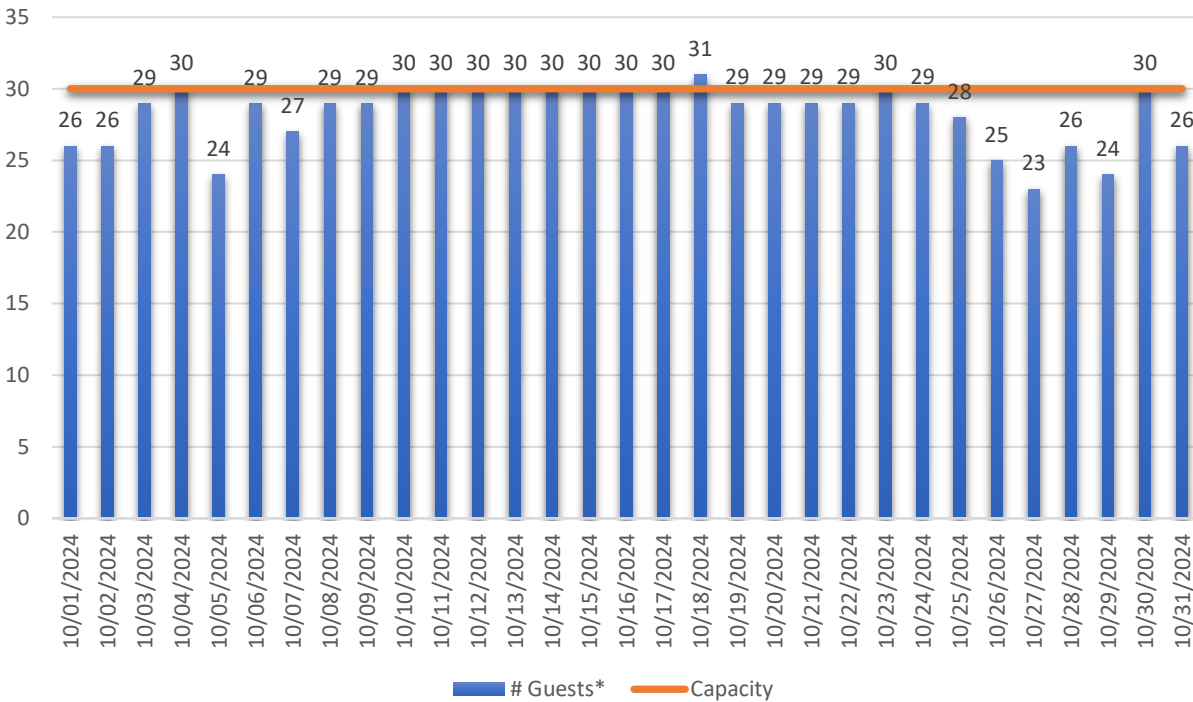
Bridge Street Mission includes individuals who have received shelter after release from jail/prison, drug rehab, or homelessness. The number reflected should include all individuals who are housed at Bridge Street Mission, because without this amazing program in our community, 18 (per this month’s census) individuals would likely be unhoused in our community.

The Marathon County Jail includes individuals who identify as “homeless” or “unhoused” at the time of booking.

Daily Census

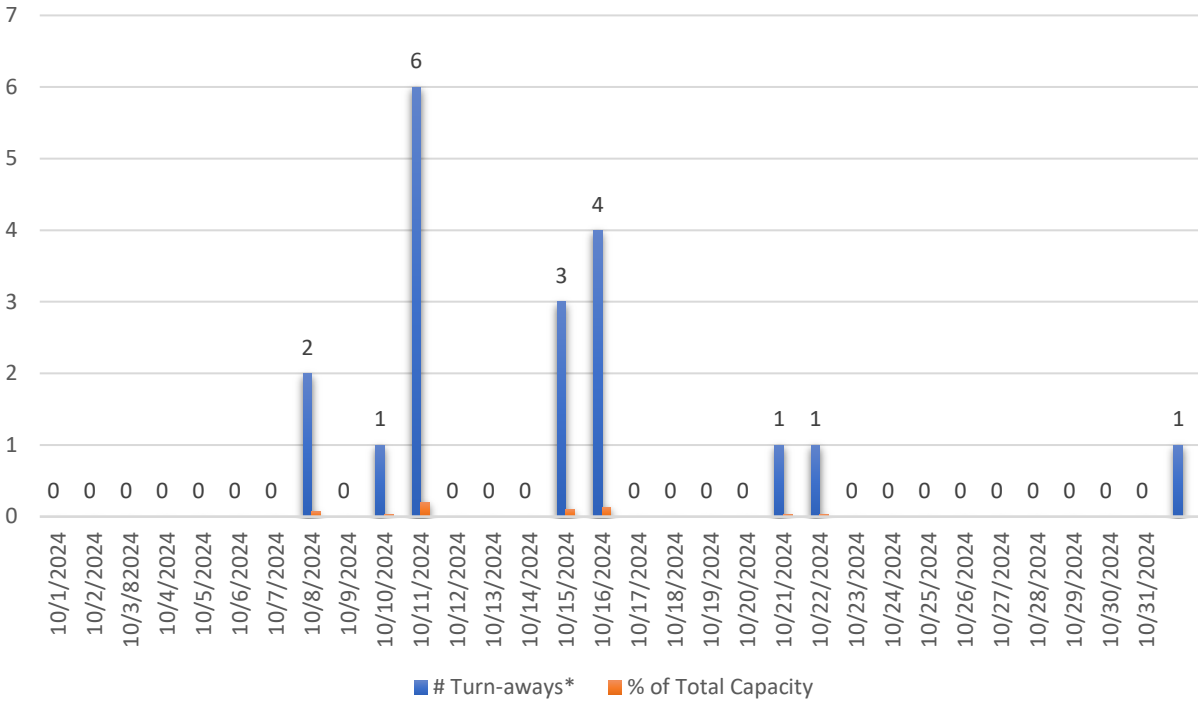
We are working hard to collaborate with our partner organization to get a handle on shelter capacity in Wausau. It’s important to know if we’re meeting or exceeding capacity. Current shelter capacity for single adults lies solely on Good Shepherd shelter, formerly known as, the Wausau Warming Center, and their total bed capacity is 30, with the ability to expand to 40 when temperatures fall below 15 degrees or above 90 degrees.

Good Shepherd Daily Census

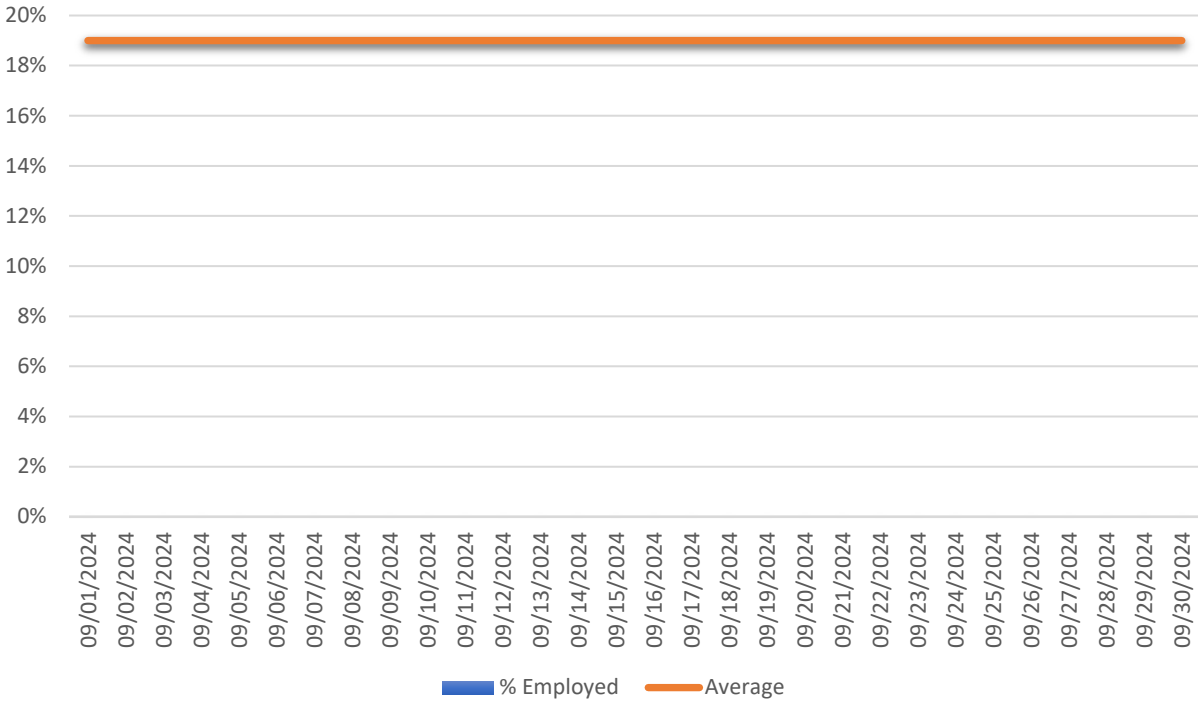


* 14 guests were identified as “new” (i.e., never served by Good Shepherd in the past).

Good Shepherd Daily Turn-aways



Good Shepherd Guest Employment %



Daily Census Summary

On average, capacity was at 94 percent for the month of October. The Good Shepherd Shelter was at or over their capacity a total of 12 days in the month of October.

Continued collaboration exists to ensure that the unhoused population have access to services.

We continue to work with our partner organization to learn how many people are turned away each night. In addition to capacity, individuals are turned away for a variety of other reasons. The “turn-away” statistics for the month of October are as follows: The Good Shepherd Shelter = 18

*It is important to note that The Good Shepherd Shelter does reserve beds for individuals that are working. When individuals do not show for their bed saves, it results in the shelter not reaching their 30-bed capacity for the night.

*Catholic Charities did not provide employment data for this month’s report.

Outreach Update

In October, outreach resulted in 1 individual receiving housing. 10 individuals met with Outreach Specialist and were given resources and assistance with housing applications, etc.

In addition to assisting with housing, we have also provided additional aid like transportation to medical/psychiatric appointments, bus passes, medication management, collaboration with St. Vincent DePaul, Catholic Charities, NCCAP, Social Services, Probation/Parole, and CW Solutions (FSET). Assistance was also provided with obtaining identification, setting individuals up with additional services through the ADRC as well as Community Treatment through NCHC. Case/Care Management is a service provided through both resources.

Collaboration with landlords and other non-profit agencies is on-going. Office hours at agencies throughout the city have proven beneficial in reaching the unhoused population.

Challenges and Opportunities

While we celebrate every time an unhoused individual achieves stable housing, the work does not and cannot end there. Generally, the unhoused population is vulnerable. Without someone providing ongoing support, management, intervention, accountability, and aid, the chances of remaining housed wane dramatically. In other words, our work can and will be undone in short order without systems to sustain the work. Thankfully, there are systems in place, but there are also gaps. Where gaps in case management exist, we are filling that void. We recognize, however, that our time and resources are limited in this regard. As a result, we are working to improve our understanding and relationship with existing systems while also exploring solutions that not only bridge the gap to housing, but to the essential supports that will make housing permanent.

Success Story

On Wednesday, October 30th, a young man, staying at the AmericInn, in Weston, called indicating that he had to check out of his hotel room that morning and would be homeless. He wanted to go back Iowa, where he had "ties" to. He came to Weston about a month prior to live with his mother, however, once he arrived, the living arrangement was not sustainable. He ended up staying in the hotel on the little income that he had from SSDI. We talked about a plan to get him back home. We contacted family in Iowa who was able to house him upon his return home. I was able to order him the proper bus tickets, picked him up from the AmericInn and brought him to the downtown bus dept, where he boarded his bus by 1pm.

Intervening to PREVENT another homeless statistic in our community is always a WIN!!!