

*****ATTACHMENTS*****

CITY OF SHEBOYGAN**LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE MINUTES****JUNE 12, 2019**

MEMBERS PRESENT: Chair Alderperson Ryan Sorenson, Alderperson Dean Dekker, Alderperson Barbara Felde

MEMBERS EXCUSED: Vice Chair Alderperson Trey Mitchell, Alderperson Mary Lynne Donohue

STAFF/OFFICIALS PRESENT: Lt. William Adams, Legal Assistant Kathy Hoffman

OTHERS PRESENT: None

1. OPENING OF MEETING

1.1 Roll Call

1.2 Call to Order

Chair Alderperson Ryan Sorenson called the meeting to order at 4:00 p.m.

1.3 Pledge of Allegiance

The Pledge of Allegiance was recited.

1.4 Introduction of Committee members, staff and guests

2. MINUTES

2.1 Approval of Minutes - May 29, 2019

Motion by Alderperson Felde, seconded by Alderperson Dekker, to approve the minutes of the previous meeting held May 29, 2019. Motion carried 3-0.

3. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

3.1 R.O. No. 248-18-19 (4-15-19) Submitting various license applications for the period ending June 30, 2019, December 31, 2019 and June 30, 2020. Cigarette/Tobacco Lic. App. No. 3392 (The Glass House)

Lt. Adams informed the committee that staff is now recommending that The Glass House's license be granted.

Motion by Alderperson Dekker, seconded by Alderperson Felde, to grant license to Cigarette/Tobacco Lic. [new] App. No. 3392 (The Glass House). Motion carried 3-0.

3.2 R.O. No. 23-19-20 (5-20-19) Submitting various license applications [INDIVIDUALS] for the period ending December 31, 2019, June 30, 2020 and June 30, 2021. Taxicab Driver Lic. App. No. 2774 (Jeffrey J. Adams)

Lt. Adams informed the committee that staff is now recommending that Mr. Adams' license be granted.

6-19-19 Notified Clerk to release. 8:55 A.M.

Motion by Alderperson Dekker, seconded by Alderperson Felde, to grant license to Taxicab Driver Lic. App. No. 2774 (Jeffrey J. Adams). Motion carried 3-0.

3.3 R.O. No. 24-19-20 (5-20-19) Submitting various license applications [BUSINESSES] for the period ending June 30, 2019, December 31, 2019, June 30, 2020 and June 30, 2021. Change of Premise and "Class B" Liquor Lic. [renewal] App. No. 3087 (Santana's Place); Change of Premise and "Class A" Liquor Lic. [renewal] App. No. 3245 (Festival Foods); Class "A" Beer Lic. [renewal] App. No. 3382 (Meijer Gas Station); "Class A" Liquor Lic. [renewal] App. No. 3381 (Meijer Store #305); "Class B" Liquor Lic. [new and renewal] App. No. 3402 (1138 LLC); "Class B" Liquor Lic. [renewal] App. Nos. 2301 (Mojo), 2976 (My Place Bar & Grill), 1303 (Rupps Downtown), 2135 (Sandee's Cool Runnings), 3162 (Sundance Saloon), 1419 (The Bunker), 2193 (The Kaddyshack), 2029 (Weill Center)

Motion by Alderperson Dekker, seconded by Alderperson Felde, as follows:

Grant the following licenses:

- Change of Premise and "Class A" Liquor Lic. [renewal] App. No. 3245 (Festival Foods)
- Class "A" Beer Lic. [renewal] App. No. 3382 (Meijer Gas Station)
- "Class A" Liquor Lic. [renewal] App. No. 3381 (Meijer Store #305)
- "Class B" Liquor Lic. [new and renewal] App. No. 3402 (1138 LLC)
- "Class B" Liquor Lic. [renewal] App. No. 2029 (Weill Center)

and to grant the following licenses contingent upon the applicant meeting all requirements:

- "Class B" Liquor Lic. [renewal] App. Nos. 1303 (Rupps Downtown) and 1419 (The Bunker)

and to continue to hold the following license applications as the corporate entity remains unable to obtain a license at this time:

- Change of Premise and "Class B" Liquor Lic. [renewal] App. No. 3087 (Santana's Place)
- "Class B" Liquor Lic. [renewal] App. Nos. 2301 (Mojo), 2976 (My Place Bar & Grill), 2135 (Sandee's Cool Runnings), 3162 (Sundance Saloon), 2193 (The Kaddyshack)

Motion carried 3-0.

3.4 DIRECT REFERRAL R.O. No. 34-19-20 (6-12-19) Submitting license application for the period ending June 30, 2020. Change of Agent for El Camino

Motion by Alderperson Dekker, seconded by Alderperson Felde, to grant Change of Agent App. No. 2121 (El Camino). Motion carried 3-0.

3.5 R.O. No. 31-19-20 (6-3-19) Submitting various license applications [BUSINESSES] for the period ending June 30, 2019, December 31, 2019, June 30, 2020 and June 30, 2021.

Motion by Alderperson Dekker, seconded by Alderperson Felde, to hold the following license applications as the corporate entity is unable to obtain a license at this time:

- Class "B" Beer Lic. [renewal] App. Nos. 3135 (New China Buffet), 1809 (The Wharf)
- "Class B" Liquor Lic. [renewal] App. Nos. 3044 (Blondies Bar & Grill), 3160 (Bomallies)
- "Class B" Liquor Lic. [new] App. No. 3406 (Dustin J. Dutter)

and to grant the following licenses contingent upon meeting all requirements or making all needed corrections to paperwork:

- Change of Agent and “Class B” Liquor Lic. [renewal] App. No. 3183 (Sprechers Restaurant & Pub)
- Change of Premise App. Nos. 1040 (Brennans), 2726 (John Michael Kohler Arts Center), 1337 (Sheboygan Elks Lodge #299), 3186 (Suscha’s Bar), 1809 (The Wharf)
- Class “A” Beer Lic. [renewal] App. Nos. 3192 (Harbor Centre Marina I), 2601 (Walgreens #12020), 1424 (Walgreens #06097), 2088 (Walgreens #6570)
- Class “B” Beer Lic. [renewal] App. No. 3184 (Board & Brush Creative Studio), 2445 (La Conquistadora LLC I), 3051 (Mid-Lake Softball Organization), 3312 (Toy’s Thai Laos II)
- Class “B” Beer and “Class C” Wine Lic. [renewal] App. Nos. 2706 (Faye’s Pizza), 3129 (Greece E Spoon), 3358 (The Greek Corner)
- “Class B” Liquor Lic. [renewal] App. Nos. 1936 (Black Pig), 2805 (Blue Harbor Resort I), 3254 (Bookworm Gardens), 2381 (Bourbon Street Pub & Grill), 3150 (Craft 30), 2121 (El Camino), 3056 (Gotta Getcha In Oasis), 1734 (Holiday Inn Express), 3299 (In The Bag), 3322 (Indiana Joe’s LLC), 3086 (Las Brisas), 2085 (Legend Larry’s Wings & Things), 2740 (Manning’s Irish Pub I), 3098 (Pier 17), 3363 (Pinky’s), 1337 (Sheboygan Elks Lodge #299), 3404 (Scenic Bar I), 2566 (That Place On 8th I), 3069 (Time and a Half), 3261 (Two Amigos Restaurant), 3307 (Umi Sushi & Steak House), 2513 (Vreeke’s Tavern I), 1764 (Water Street Pub)
- Tobacco Lic. [renewal] App. No. 3392 (The Glass House)

and to grant the remainder of the license applications for entities listed on the above-referenced R.O. Motion carried 3-0.

3.6 R.O. No. 32-19-20 (6-3-19) Submitting various license applications [INDIVIDUALS] for the period ending December 31, 2019 and June 30, 2021.

Motion by Alderperson Dekker, seconded by Alderperson Felde, to hold Taxicab Driver Lic. App. No. 9309 (Mary A. Boreman) for a hearing on possible denial of her license application and to grant the remainder of the license applications for individuals listed on the above-referenced R.O. Motion carried 3-0.

4. NEXT MEETING DATE

4.1 Next meeting date will be June 26, 2019

The next committee meeting is scheduled to be held on June 26, 2019 at 4:00 p.m. in the Rocca Meeting Room at the Mead Public Library, 710 North 8th Street, Sheboygan.

5. ADJOURN

5.1 Motion to adjourn

Motion by Alderperson Dekker, seconded by Alderperson Felde, to adjourn at 4:10 p.m. Motion carried 3-0.

III

Other Matters

7.2

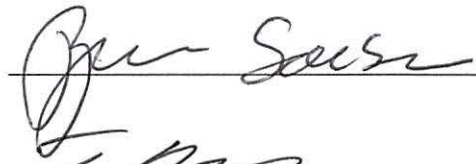
Res. No. 46 - 19 - 20. By Alderpersons Sorenson and Mitchell.
June 17, 2019.


A RESOLUTION authorizing the appropriate City official to execute the Law Enforcement Agreement between LexisNexis Coplogic Solutions Inc. and the Sheboygan Police Department to provide various products and services related to law enforcement.

RESOLVED: That the Chief of Police is authorized to execute the Law Enforcement Agreement, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, the Chief of Police is authorized to execute Orders, as defined in the Agreement, with LexisNexis Coplogic Solutions Inc. which are consistent with the terms of the Agreement.

JHPS





I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

LAW ENFORCEMENT AGREEMENT

This Law Enforcement Agreement (“Agreement”) is dated _____ (“Effective Date”) by and between LexisNexis Coplogic Solutions Inc., with its principal place of business at 1000 Alderman Drive, Alpharetta, Georgia 30005 (“Provider”), and Sheboygan Police Department, with its principal place of operations at 1315 N. 23rd Street, Sheboygan, Wisconsin 53081 (“Agency”). Provider and Agency may be referred to herein individually as a “Party” and collectively referred to as “Parties”.

1. SCOPE. Provider as part of its business has developed several comprehensive products and services for law enforcement. Subject to the terms and conditions of this Agreement, Agency desires to order and Provider agrees to provide the various products and services contained herein (collectively referred to as the “Services”) as described in an applicable order to this Agreement (“Order”). The parties acknowledge Agency is a law enforcement entity with responsibility for the documentation, retention, and management of information and reporting related to vehicle accidents, citations, and incidents occurring within its jurisdiction (as used within this Agreement, each documented event is a “Report”). “Report” shall also include any associated or supplemental information provided with the Report including agency name, images and upload date, as applicable.

2. LICENSE AND RESTRICTIONS.

2.1 License Grant and License Restrictions. Upon execution of an applicable Order, Provider hereby grants to Agency a restricted, limited, revocable license to use the Services only as set forth in this Agreement and any applicable Order, and for no other purposes, subject to the restrictions and limitations set forth below:

- a. Agency shall not use the Services for marketing or commercial solicitation purposes, resell, or broker the Services to any third-party or otherwise use the Services for any personal (non-law enforcement) purposes; and
- b. Agency shall not access or use Services from outside the United States without Provider’s prior written approval; and
- c. Agency shall not use the Services to create a competing product or provide data processing services to third parties; and
- d. Agency’s use of the Services hereunder will not knowingly violate any agreements to which Agency is bound; and
- e. Agency shall not harvest, post, transmit, copy, modify, create derivative works from, tamper, distribute the Services, or in any way circumvent the navigational structure of the Services, including to upload or transmit any computer viruses, Trojan Horses, worms or anything else designed to interfere with, interrupt or disrupt the normal operating procedures of Services; and
- f. Agency may not use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or otherwise infringe on the rights of others; and
- g. Agency shall not reveal any user accounts or passwords for the Services to any third parties (third parties shall not include Agency’s employees who have a need to know such information); and
- h. Agency shall not permit any third party (third parties shall not include Agency’s employees who have a need to know such information) to view or use the Services, even if such third party is under contract to provide services to Agency; and
- i. Agency shall comply with all laws, regulations, and rules which govern the use of the Services.

2.2 Other Restrictions. In addition Provider may, at any time, impose restrictions and/or prohibitions on the Agency’s use of the Services, or certain data or no longer offer certain functionalities or features that may be the result of a modification in Provider policy, a modification of third-party agreements, a modification in industry standards, a Security Event (defined below), a change in law or regulation, or the interpretation thereof. Upon written notification by Provider of such restrictions, Agency agrees to comply with such restrictions or, in the event that Agency is unable to comply, it shall notify Provider in writing of its inability to comply within ten (10) days after receipt of Provider’s written notification. In that event, either Party may immediately terminate this Agreement by providing written notice thereof to the other Party without such termination constituting a breach of this Agreement. Provider shall be Agency’s designated preferred provider of such Services as are mutually agreed to and defined hereunder, related to the handling of Agency’s Reports.

2.3 Violation of License Terms and / or Restrictions. Agency agrees that, if Provider determines or reasonably suspects that: (i) Agency is violating any license terms, restrictions, or other material provision of the Agreement; or (ii) Agency has experienced a Security Event (as herein defined), Provider may, at its sole option, take immediate action up to and including, without further obligation or liability of any kind, terminating Agency’s account and the license to use the Services.

3. SUPPORT AND MAINTENANCE.

- 3.1. **Ongoing Maintenance.** Provider will, from time-to-time issue and/or provide maintenance including bug fixes, enhancements, new features, or new functionality that are generally made available to customers along with any corresponding changes to documentation ("Maintenance"). Maintenance does not include work to custom code, customized configurations, or to unauthorized modifications of the Services. Any Provider assistance beyond standard Maintenance will be billed at Provider's then current pricing schedule, as agreed upon in advance by the Parties. Additionally, upon Agency's written notice of new or revised legislation, statutes, or ordinances requiring any Services to be updated, Provider shall update or modify the Services or particular form consistent with such new regulation within a reasonable time.
- 3.2. **Support Services.** Provider will provide ongoing support services for problems, queries or requests for assistance ("Support") provided that all requests for Support must be made to Provider Monday through Friday from 8:00 AM ET to 8:00 PM ET at 1-888-949-3835. Provider will also provide limited after hours Support including the ability to leave a message and receive a call back the following business day or sooner, if critical. In order to provide Support, Agency will provide all information reasonably required by Provider to identify the issue, including: an Agency point of contact (familiar with the Services and issue), description of issue, screenshots, the impact, and assist in Provider's efforts to reproduce the problem (as applicable). Provider will work to resolve problem with reasonable promptness for issues that are application or Services related (Provider is not responsible for resolving issues caused by Agency hardware). The Agency agrees to provide Provider with data transfers, as requested, remote access to the Services system, and with sufficient test time on the Agency's computer system to duplicate the problem, to certify that the problem is with the Services, and to certify that the problem has been corrected. If the problem cannot readily be resolved, Provider will attempt to identify a work around. Upon resolution of any issue, Provider shall notify the Agency of such resolution via email. The Parties agree that Provider is not obligated to ensure that its Services are compatible with outdated (exceeding 4 years from date of initial release) hardware, computer operating services or database engines.
- 3.3. **On Site Support.** In response to written Agency requests for Provider to provide on-site routine non-emergency support, Provider shall produce a written estimate of the time required to provide the requested support and state any requirements, such as the presence of Agency staff or other resources or materials. Any on-site support provided by Provider shall only be invoiced by Provider or paid by Agency if the problem arose due to something other than a defect in the Services. The Agency shall reimburse Provider at the rate of two thousand five hundred (\$2,500.00) dollars per day for each Provider employee who provides any on-site support, and such fees will not include any reimbursement for Provider travel time or travel expenses.

4. FEES.

- 4.1. **Fees due to Provider.** Any fees due to Provider for Services hereunder shall be specified in an Order ("Fees"). For any Order where Fees are specified, Provider will issue an invoice to Agency pursuant to the terms in the Order. Invoices shall be paid in full by Agency within thirty (30) days from invoice date. Provider may increase or decrease the Fee following the Initial Term (as defined in an applicable Order) by providing Agency no less than sixty (60) days written notice prior to the effective date of such pricing change. In the event Agency has a good faith dispute on all or a portion of an unpaid invoice ("Dispute"), Agency shall notify Provider in writing and follow the procedures set forth below. To the extent an interface or other technological development is required to enable an Agency designated third party (i.e., RMS Vendor) to receive Reports from Provider at Agency's request or to enable Provider to intake Agency Data, such cost shall not be borne by Provider. If any invoice (or undisputed portion thereof) remains unpaid and not subject to a Dispute after sixty (60) days from the invoice date, Provider shall have the right to terminate this Agreement (including all Services) or the right to discontinue the applicable Service immediately, without such action constituting a breach or incurring any liability herein. All Fees not properly disputed or paid shall accrue interest at the rate of eighteen percent (18%) per annum. All Fees are calculated for payment made via ACH, Wire, or Agency check. Agency agrees that Fees exclude taxes (if applicable) or other cost incurred by Agency's RMS Vendor or other third parties and agrees such costs shall be passed on to Agency. Provider shall not be required to enter into a third-party relationship to obtain payment for the Service provided to Agency; however, should Provider elect to do so, Provider reserves the right to charge Agency additional fees for such accommodation.
- 4.2. **Fees due to Agency.** Using the process as herein defined, on behalf of Agency, Provider will collect and remit to Agency a fee for all Reports ("Agency Fee") purchased from the applicable eCommerce portal as set forth on an Order to this Agreement, including but not limited to purchases of Reports from the applicable eCommerce portal by an Affiliate (as defined in Section 16.1 below) of Provider or an Authorized Requestor (as defined in Section 5 below). On a monthly basis, Provider will electronically transfer to Agency's designated account, the total amount of applicable Agency Fees collected by Provider during the previous month. Provider will make available a monthly report to Agency identifying the number of Reports provided on its behalf via the LexisNexis® Command Center administration portal and its successor.

- 4.2.1. For the avoidance of doubt, no Agency Fee will be paid with respect to the following:
 - 4.2.1.1. When an Affiliate of Provider has paid an Agency Fee to acquire a Report for an Authorized Requestor and such Affiliate later resells that Report from its inventory of previously purchased Reports to another Authorized Requestor; or
 - 4.2.1.2. When one or more components of a Report (e.g., VIN number) is provided to an Authorized Requestor or an Affiliate of Provider by Provider rather than the entirety of the Report being provided; or
 - 4.2.1.3. When a fee is not charged to an Authorized Requestor for the Report.

Nothing in this Agreement shall require Provider or its Affiliate to pay an Agency Fee to the Agency when an Authorized Requestor provides a Report and/or specific data extracted from the Report to a third party after the Authorized Requestor has purchased such Report from the Affiliate's inventory of previously purchased Reports. Agency acknowledges that all Reports requested by Agency Requestors (as defined in Section 5 below) shall be provided free of charge.

- 4.3. Fees retained by Provider. Where permitted by law, Provider will charge a convenience fee for each Report provided to an Authorized Requestor ("Convenience Fee") which shall be retained by Provider. The Convenience Fee shall be established by Provider at its discretion, but in no event shall exceed the amount a provider may legally charge an Authorized Requestor.

5. RETENTION / DISTRIBUTION. For all Services provided hereunder that involve Reports, Provider will maintain a copy of each Report for a period of no less than seven (7) years from the date of the Report. For Services that contemplate the sale of Reports as more specifically described in an Order, Provider shall distribute Reports and/or specific data extracted from the Report to individuals or legal entities ("Authorized Requestors") and other authorized law enforcement entities ("Agency Requestors") in accordance with applicable laws and regulations. Nothing in this Agreement shall prohibit Provider's Affiliates from purchasing Reports from the applicable eCommerce portal as set forth in an Order for Affiliate products and services. Provider's Affiliates may distribute previously purchased Reports and/or specific data extracted from the Report to Authorized Requestors and Agency Requestors in accordance with an applicable Order and applicable laws and regulations.

6. TERMS AND TERMINATION.

- 6.1 Term. This Agreement shall commence upon the Effective Date and shall continue until terminated in accordance with this Agreement. Each Order shall set forth the specified term for the particular Service.

- 6.2 Termination.

- 6.2.1 Either Party may terminate this Agreement or any Order for cause if the other Party breaches a material obligation under the terms of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice thereof from the non-breaching Party, provided, however, that if such material breach is of a nature that it cannot be cured, immediate termination shall be allowed. Failure to pay by either Party shall be considered a material default.
- 6.2.2 Either Party may elect to terminate this Agreement or any Order by providing written notice to the other of such intent, at least ninety (90) days prior to the end of the applicable Order term.
- 6.2.3 Provider may, upon six (6) months written notice to Agency, terminate any Service that will no longer be supported or offered by Provider. Provider will make reasonable efforts to transition Agency to a similar Service, if available. Further, Provider may at any time cease to provide Agency access to any portions of features of the Services thereof which Provider is no longer legally or contractually permitted to provide.

- 6.3 Effect of Termination. Upon termination of this Agreement, each Party shall be liable for payment to the other Party of all amounts due and payable for Services provided through the effective date of such termination. Upon receipt of Agency's written request after termination, Provider shall provide Agency with access to Reports provided by Agency under this Agreement and/or data provided through provision of the Services by Agency under an applicable Order so Agency may download and/or copy such information. Provider shall not be obligated to delete from its databases (or from other storage media) and/or return to Agency, Reports already provided to Provider by Agency, and shall be permitted to continue to maintain and distribute the Reports already in its possession to Authorized Requestors in compliance with applicable laws and regulations.

7. RELEVANT LAWS. Each party shall comply with all applicable federal, state, and local laws and regulations related to its performance hereunder, including:

- 7.1. Driver's Privacy Protection Act. Agency acknowledges that certain Services provided under this Agreement may include the provision of certain personal information from a motor vehicle record obtained by Provider from state Departments of

Motor Vehicles as those terms are defined by the Federal Driver's Privacy Protection Act, 18 U.S.C. § 2721 et seq., ("DPPA") and its state analogues ("DMV Data"), and that Agency is required to comply with the DPPA or its state analogues, as applicable. Agency agrees that it may be required to certify its permissible use of DPPA or DMV Data at the time it requests information in connection with certain Services and will recertify upon request by Provider.

- 7.2. **Fair Credit Reporting Act.** The Services provided pursuant to this Agreement are not provided by "consumer reporting agencies" as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, et seq.) ("FCRA") and do not constitute "consumer reports" as that term is defined in the FCRA. Agency certifies that it will not use any of the information it receives through the Services in whole or in part as a factor in determining eligibility for credit, insurance, or employment or for any other eligibility purpose that would qualify the information in as a consumer report.
- 7.3. **Protected Health Information.** Unless otherwise contemplated by an applicable Business Associate Agreement executed by the Parties, Agency will not provide Provider with any Protected Health Information (as that term is defined in 45 C.F.R. Sec. 160.103) or with Electronic Health Records or Patient Health Records (as those terms are defined in 42 U.S.C. Sec. 17921(5), and 42 U.S.C. Sec. 17921(11), respectively) or with information from such records without the execution of a separate agreement between the Parties.
- 7.4. **Social Security Numbers.** Social Security Numbers may be available hereunder as part of Reports and/or related data provided from certain states. However, Agency shall not provide Social Security Numbers to Provider under any circumstances under this Agreement. Should Agency require more information on Social Security Numbers or its obligations in relation thereto, Agency should contact Provider Agency Service at 1-866-215-2771 for assistance.
- 7.5. **Privacy Principles.** Agency shall comply with the "Provider Data Privacy Principles" available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>, as updated from time to time. Provider shall notify Agency in writing in the event that material changes are made to the Provider Data Privacy Principles.
- 7.6. **Security.** Agency agrees to protect against the misuse and/or unauthorized access of the Services provided to Agency in accordance with this Agreement and as set forth in Exhibit A, attached hereto.

8. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY OWNERSHIP.

- 8.1. **Definition.** "Confidential Information" means all non-public information provided by the disclosing Party to the receiving Party hereunder, including, without limitation, all information related to technical, financial, strategies and related information, business information, computer programs, algorithms, know-how, processes, databases, systems, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined by applicable law) and other information (whether written or oral). Confidential Information does not include Reports and information related thereto. Confidential Information does not include information that was, at the time of the disclosure: (a) or becomes (through no improper action or inaction by the recipient) generally known to the public; (b) lawfully disclosed to recipient by a third-party and received in good faith and without any duty of confidentiality by the recipient or the third-party; (c) in recipient's possession or known to it prior to receipt from discloser; or (d) independently developed by recipient; provided in each case that such forgoing information was not delivered to or obtained by recipient as a result of any breach of this Agreement.
- 8.2. **Treatment of Confidential Information.** To the extent permitted by law, each Party agrees to protect the Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care and not to use the other Party's Confidential Information other than as necessary to perform its obligations or as permitted under this Agreement. A Party shall not remove or destroy any proprietary or confidential legends or markings placed upon or contained within any Confidential Information. Nothing in this section or the other sections governing Confidential Information in this Agreement is intended to be inconsistent with Agency's obligations under the Wisconsin Public Records Law.
- 8.3. **Intellectual Property Ownership.** Each Party retains all right, title, and interest under applicable contractual, copyright and related laws to their respective Confidential Information, including the right to use such information for all purposes permissible by applicable laws, rules, and regulations. Provider retains all rights (other than the limited license granted herein), title, interest, ownership and all intellectual property rights in the Services including any improvements or modifications thereto, and Agency shall use such information consistent with such right, title and interest and notify Provider of any threatened or actual infringement thereof. Agency shall not remove or obscure any copyright or other notices from the Services or materials provided hereunder.
- 8.4. **Exception for Subpoenas and Court Orders.** Upon receipt of a subpoena or order of a court or other governmental authority (collectively "Subpoena") that seeks Confidential Information, the party that received the Subpoena (the "Ordered Party") shall provide prompt written notice of the Subpoena to the other party. The other party may, at its sole cost and expense, take steps to obtain a protective order or other protection in order to prohibit or limit the requested disclosure. The Ordered Party may disclose Confidential Information to the extent required by the Subpoena in the event the other party does not take steps to prohibit or limit the requested disclosure, or the steps taken are unsuccessful.

Confidential Information disclosed pursuant to a Subpoena shall otherwise remain subject to the terms applicable to Confidential Information.

- 8.5. **Exception for Public Records Requests.** For the avoidance of doubt, this Agreement is not Confidential Information. Therefore, the Agency may—subject to compliance with all other requirements of the Wisconsin Public Records Law (“PRA”)—disclose this Agreement in response to an appropriate request. In the event that the Agency receives a public records request for a document that is, or reasonably could be interpreted to be, Confidential Information as defined in Section 8.1 of this Agreement, the Agency shall provide Provider with notice of the request. This notice need not be written notice as defined in Section 15 of this Agreement. Provider acknowledges and recognizes that under the PRA, Agency is to respond to public records requests within ten days of receipt, and will provide guidance regarding whether it believes a requested document is protected from disclosure as quickly as is practicable.
- 8.6. **Duration.** Each Party’s obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years after termination of this Agreement, provided however, that with respect to Trade Secrets, each Party’s obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.
- 8.7. **Return of Confidential Information.** Upon the written request of a Party (and except as otherwise specifically set forth in an applicable Order), each Party shall return or destroy (and certify such destruction in a signed writing) any of the other Party’s Confidential Information unless retention of such information is required by law, regulation, court order, or other similar mandate.
- 8.8. **Injunctive Relief.** In the event of a breach or a threatened breach of the confidentiality or privacy provisions of this Agreement, the non-breaching Party may have no adequate remedy in monetary damages and, accordingly, may seek an injunction against the breaching Party.
- 8.9. **Other.** During the term of this Agreement and subject to approval by Agency, Agency agrees to serve as a reference for the Services, which may include (i) reference calls with mutually acceptable prospects; (ii) a published “success story” describing the partnership with Provider; (iii) the use of Agency’s name in Provider marketing activities; or (iv) a favorable reference of Provider to an industry analyst or at an industry conference.

9. PROVIDER AUDIT RIGHTS. Agency understands and agrees that, in order to ensure Agency’s compliance with the Agreement, as well as with applicable laws, regulations and rules, Provider’s obligations under its contracts with its data providers, and Provider’s internal policies, Provider may conduct periodic reviews of Agency’s use of the services and may, upon reasonable notice, audit Agency’s records, processes and procedures related to Agency’s use, storage and disposal of the Services and information received therefrom. Agency agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by Provider will be subject to immediate action including, but not limited to, invoicing for any applicable fees (if Services are based on number of users and Agency’s use exceeds licenses granted), suspension or termination of the license to use the Services, legal action, and/or referral to federal or state regulatory agencies.

10. REPRESENTATIONS AND WARRANTIES. Agency represents and warrants to provider that Agency is fully authorized to disclose Reports, information, and related data or images to Provider in accordance with this Agreement and to grant Provider the rights to provide the Services as described herein. Where redaction of Reports is required prior to provision to Provider, Agency represents and warrants it will redact applicable Reports consistent with all laws and regulations. In performing their respective obligations under this Agreement, each Party agrees to use any data and provide any Services, in strict conformance with applicable laws and regulations, and further, to comply with all applicable binding orders of any court or regulatory entity and consistent with the terms of this Agreement.

11. LIMITATION OF WARRANTY. FOR PURPOSES OF THIS SECTION, “PROVIDER” INCLUDES PROVIDER AND ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, AND DATA PROVIDERS. THE SERVICES PROVIDED BY PROVIDER ARE PROVIDED “AS IS” AND WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, REGARDING ITS ACCURACY OR PERFORMANCE INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, ORIGINALITY, OR OTHERWISE, OF ANY SERVICES, SYSTEMS, EQUIPMENT OR MATERIALS PROVIDED HEREUNDER.

12. INDEMNIFICATION. To the extent permitted under applicable law, each Party shall defend, indemnify, and hold harmless the other Party, its affiliates, and their officers, directors, employees, and agents (the “indemnified parties”) against and from any and all losses, liabilities, damages, actions, claims, demands, settlements, judgments, and any other expenses (including reasonable attorneys’ fees), which are asserted against the indemnified parties by a third party, but only to the extent caused by (i) violation of law in the performance of its obligations under this Agreement by the indemnifying Party, its affiliates, or the officers, agents or employees of such Party (the “indemnifying parties”); (ii) the gross negligence or willful misconduct of the indemnifying Parties during the term of this Agreement; (iii) violation, infringement or misappropriation of any U.S. patent, copyright, trade secret or other intellectual property right; or (iv) with respect to Agency, violation of any of the license terms or restrictions contained in this

Agreement. The indemnities in this section are subject to the indemnified Parties promptly notifying the indemnifying Parties in writing of any claims or suits.

13. LIMITATION OF LIABILITY. To the extent permitted by applicable law, Provider's entire liability for any claims(s) resulting from its acts or omissions, including, but not limited to negligence claims under this Agreement shall not exceed six thousand dollars (\$6,000.00) in the aggregate. This limitation of liability will not apply to any claims, actions, damages, liabilities or fines relating to or arising from provider's gross negligence, willful misconduct or as a result of Agency's withholding of an Order requested under the PRA per Provider's explicit request. In no event shall Provider or Agency be liable for any indirect, special, incidental, or consequential damages in connection with this Agreement or the performance or failure to perform hereunder, even if advised of the possibility of such damages.

14. FORCE MAJEURE. Neither Party will be liable for any delay or failure to perform its obligations hereunder due to causes beyond its reasonable control, including but not limited to natural disaster, pandemic, casualty, act of god or public enemy, riot, terrorism, or governmental act; provided, however, that such Party will not have contributed in any way to such event. If the delay or failure continues beyond thirty (30) calendar days, either Party may terminate this Agreement or any impacted Order with no further liability, except that agency will be obligated to pay provider for the Services provided under this Agreement prior to the effective date of such termination.

15. NOTICES. Except as provided in Section 8.5, all notices, requests, demands or other communications under this Agreement shall be in writing to the address set forth in the opening paragraph and shall be deemed to have been duly given: (i) on the date of service if served personally on the party to whom notice is to be given; (ii) on the day after delivery to a commercial or postal overnight carrier service; or (iii) on the fifth day after mailing, if mailed to the Party to whom such notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed. Any Party hereto may change its address for the purpose of this section by giving the other party timely, written notice of its new address in the manner set forth above.

16. MISCELLANEOUS.

16.1 Affiliates. Agency understands and agrees that certain Services furnished under this Agreement may actually be provided by one or more of Provider's Affiliates. For purposes of this Agreement, "Affiliate" means any corporation, firm, partnership or other entity that directly or indirectly controls, or is controlled by, or is under common control with Provider. Affiliates shall not be bound by the terms and conditions of this Agreement with respect to the provision of their applicable Services hereunder. For the avoidance of doubt, Provider remains liable for all of its obligations to Agency under this Agreement notwithstanding that some aspects of the Services may actually be delivered by an Affiliate.

16.2 Independent Contractor/No Agency. Each Party acknowledges that it has no authority to bind or otherwise obligate the other Party.

16.3 Assignment. Neither Party shall assign this Agreement in whole or in part without the prior written consent of the other Party, and any such attempted assignment contrary to the foregoing shall be void. Notwithstanding the foregoing, an assignment by operation of law, as a result of a merger or consolidation of a Party, does not require the consent of the other Party. This Agreement will be binding upon the Parties' respective successors and assigns.

16.4 Headings, Interpretation, and Severability. The headings in this Agreement are inserted for reference only and are not intended to affect the meaning or interpretation of this Agreement. The language of this Agreement shall not be construed against either Party. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

16.5 Waiver; Remedies Non-Exclusive. No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement will operate as a waiver thereof. Unless otherwise provided herein, any remedy will be cumulative to any other right or remedy available at law or in equity.

16.6 Survival. Sections 2-4, 7-12, and 15 shall survive the termination or rescission of this Agreement.

16.7 Provider Shared Facilities. Provider may utilize facilities located outside the United States to provide support or the Services under this Agreement, and if such centers are utilized they shall be under the control of Provider and subject to all Provider policies that govern data access, protection and transport in the United States.

16.8 Entire Agreement. This Agreement represents the entire Agreement of the Parties and supersedes all previous and contemporaneous communications or agreements regarding the subject matter hereto. Agency by its signature below hereby certifies that Agency agrees to be bound by the terms and conditions of this Agreement including those terms and conditions posted on web pages specifically set forth herein or contained with any software provided under this Agreement, as may be updated from time to time. Any additional terms or conditions contained in purchase orders or other forms are expressly rejected by Provider and shall not be binding. Acceptance or non-rejection of purchase orders or other forms containing such terms; Provider's continuation of providing Products or Services; or any other inaction by Provider shall not constitute Provider's consent to or acceptance of any additional or different terms from that stated in this Agreement. This Agreement may only be modified by a written document signed by both Parties.

16.9 Governing Law. The Agreement will be governed by and construed under the laws of the State of Wisconsin, excluding its conflict of law rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives as of the Effective Date.

Agency: Sheboygan Police Department

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Provider: LexisNexis Coplogic Solutions Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A - SECURITY AND NOTIFICATION REQUIREMENTS

1. **Data Protection.** Agency shall take appropriate measures to protect against the misuse and unauthorized access through or to Agency's (i) credentials ("Account IDs") used to access the Services; or (ii) corresponding passwords, whether by Agency or any third party; or (iii) the Services and/or information derived therefrom. Agency shall manage identification, use, and access control to all Account IDs in an appropriately secure manner and shall promptly deactivate any Account IDs when no longer needed or where access presents a security risk. Agency shall implement its own appropriate program for Account ID management and shall use commercially reasonable efforts to follow the policies and procedures for account maintenance as may be communicated to Agency by Provider from time to time in writing.
2. **Agency's Information Security Program.** Agency shall implement and document appropriate policies and procedures covering the administrative, physical and technical safeguards in place and relevant to the access, use, storage, destruction, and control of information which are measured against objective standards and controls ("Agency's Information Security Program"). Agency's Information Security Program shall: (1) account for known and reasonably anticipated threats and Agency shall monitor for new threats on an ongoing basis; and (2) meet or exceed industry best practices. Agency will promptly remediate any deficiencies identified in Agency's Information Security Program. Agency shall not allow the transfer of any personally identifiable information received from Provider across any national borders outside the United States without the prior written consent of Provider.
3. **Agency Security Event.** In the event Agency learns or has reason to believe that Account IDs, the Services, or any information related thereto have been misused, disclosed, or accessed in an unauthorized manner or by an unauthorized person (an "Agency Security Event") Agency shall:
 - (i) provide immediate written notice to:
 - a) the Information Security and Compliance Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005; or
 - b) via email to (security.investigations@lexisnexis.com); or
 - c) by phone at (1-888-872-5375) with a written notification to follow within twenty four (24) hours; and
 - (ii) promptly investigate the situation; and
 - (iii) obtain written consent from Provider, not to be unreasonably withheld, prior to disclosing Provider or the Services to any third party in connection with the Agency Security Event; and
 - (iv) if required by law, or in Provider' discretion, Agency shall:
 - a) notify the individuals whose information was disclosed that an Agency Security Event has occurred; and
 - b) be responsible for all legal and regulatory obligations including any associated costs which may arise in connection with the Agency Security Event; and
 - (v) to the extent permitted by law, remain solely liable for all costs and claims that may arise from the Agency Security Event, including, but not limited to: litigation (including attorney's fees); reimbursement sought by individuals (including costs for credit monitoring and other losses alleged to be in connection with such Agency Security Event); and
 - (vi) provide all proposed third party notification materials to Provider for review and approval prior to distribution.

In the event of an Agency Security Event, Provider may, in its sole discretion, take immediate action, including suspension or termination of Agency's account, without further obligation or liability of any kind.

VI

5.46

R. C. No. 350- 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. April 15, 2019.

Your Committee to whom was referred R. O. No. 242-18-19 by City Clerk submitting various license applications; recommends referring to the Licensing, Hearings, and Public Safety Committee of the new council:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	2655 Dickerson, Danesha D.	710 Pennsylvania Avenue

AHS
2019 2020

Brian Sauer
Betty A Rose-Hocking

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk
Approved _____ 20____, _____, Mayor

II

R. O. No. 242- 18 - 19. By CITY CLERK. April 3, 2019.

Submitting various license applications for the period ending June 30, 2019, December 31, 2019, April 14, 2020 and June 30, 2020.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2660	Carey, Susan M.	1411 S. 21 st Street
2655	Dickerson, Danesha D.	710 Pennsylvania Avenue
2684	Firgens, Brad M.	2216 S. 7 th Street
2647	Forbush, Samantha J.	725 S. 22 nd Street
2651	Gartman, Marc R.	2711 Savannah Circle Apt. C
2653	Gasbarro, Heather A.	1197 Edelweiss #18, Sheboygan Falls
2662	Gunderson, Reuben J.	633 Torke Terrace, Plymouth
2666	Grzonka, Stanley G.	1007 School Avenue #6
2683	Harmon, Tearra M.	1322 Union Avenue
2681	Hilbelink, Nealy P.	113 2 nd Street, Sheboygan Falls
2664	Kesner, Derek S.	2201 Erie Avenue Apt. B212
2669	Kietzman, Jeff J.	550 Cloverdale Lane, Plymouth
2648	La France Mara, Veronica M.	107 Smith Street, Plymouth
1245	Little, Elizabeth M.	1606A Indiana Avenue
2658	Lohse, Jordan R.	6440 Hidden Fields Court
1803	Manz, Beth A.	301 Leavens Avenue, Sheboygan Falls
1111	Mendez, Samantha L.	612A Broadway Street, Sheboygan Falls
2650	Munnik, Bryan A.	W2672 County Road PPP, Sheboygan Falls
2661	Purtell, Shawn S.	4730 Moenning Road
2682	Schleyhahn, John S.	2617 N. 5 th Street
0232	Schmidtman, Nancy J.	3204 N. 26 th Street
2644	Shinn, Michelle L.	1519 N. 8 th Street
2667	Utech, Ian R.	1526 S. 25 th Street
2645	Weidner, Mary L.	902 Pershing Avenue
4808	Wierikko, Kim M.	4020 N. 52 nd Street
2659	Willette, Amanda R.	1012 Falls Park Dr. #2, Sheboygan Falls
2678	Woepse, Krystal M.	110A Monroe Street, Sheboygan Falls
2656	Yang, Chyra	1713 Wisconsin Avenue
2670	Zolecki, Nicholas H.	W55N220 Woodmere Ct. Apt 2, Cedarburg

LHPS

CHANGE OF AGENT

Ashley Wolf is replacing Darryll D. Matthies as agent effective immediately for Walgreens #6570 - 1029 N. 14th Street.

CHANGE OF PREMISES

<u>No.</u>	<u>Name</u>	<u>Address</u>
3162	Sundance Saloon	1509 S. 12 th Street - to include parking lot east of bar - adjacent to bar. One day event 05/18/19.
1040	Brennans	1101 Michigan Avenue - 1101 Michigan Avenue - South parking lot west lot also. One day event 05/05/19.
3150	Craft 30	1015 S. 10 th Street - June 21, 2019- June 23 rd , 2019. Would like the ability to put up tent on green space area outside our patio. Also would allow us to have more patrons and covered area - per weather.
3150	Craft 30	1015 S. 10 th Street - August 10, 2019 - Would like the ability to put up tent on green space area outside our patio. Also would allow us to have more patrons and covered area - per weather.

CIGARETTE/TOBACCO (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3387	Sheboygan Vapor	3116 S. Business Drive

"CLASS B" LIQUOR LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3389	Al & Al's I	1502 S. 12 th Street

Sidewalk Café License (Renew) (April 14, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus	1132 N. 8 th Street
3150	Craft 30	1015 S. 10 th Street
2487	Frankies Pub & Grill	2218 Indiana Avenue

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2652	Block, Michelle R.	414 Niagra Avenue
2668	Brown, Jason J.	1028A Superior Avenue
7788	Degroat, Shawn	1614 S. 9 th Street
2646	Miller, Sonya M.	1318 Virginia Avenue

II

R. O. No. 248 - 18 - 19. By CITY CLERK. April 15, 2019.

Submitting various license applications for the period ending June 30, 2019, December 31, 2019 and June 30, 2020.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2719	Barbuch, Brian L.	2422 N. 26 th Street
2695	Bernier, Michael P.	644 Madison Avenue, West Bend
2715	Biederwolf, Mark E.	1641 S. 12 th Street
2694	Carter, Arnesha P.	1409 N. 7 th Street
2699	Curro, Zachary J.	810 N. 9 th Street Apt. 1
2705	Evans, Kenyatta A.	1010 N. 16 th Street
2703	Franklin, Whitney M.	6813 Horseshoe Bend, Verona
2701	Hermann, Ruth M.	634 Aspen Grove, Sheboygan Falls
2685	Holstein, Aaron N.	2101 N. 13 th Street
2692	Pastorek, Sarah J.	2207 Creekside Court
2698	Reese, Chris G. (Club)	3204 N. 12 th Street
2713	Rodriguez, Josefina	1510 Indiana Avenue
2689	Schrimpf, Michael A. G.	2330 N. 10 th Street
2712	Sosa, Jacqueline C. O.	405 Superior Avenue
2716	Vnuk, Jacob A.	1689 Velp #21, Green Bay
2690	Wolfert, Nicholas J.	N4310 Claber Court, Sheboygan Falls

CIGARETTE/TOBACCO (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3392	The Glass House	3809 Heather Valley Road Apt. 208

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9491	Ramirez, Regina R.	2001 N. 15 th Street

QUADRICYCLE DRIVERS LICENSE (NEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2718	Rose, Robert	2403 S. 17 th Street

LHPS
2019-2020

II

Other Matters

7.2

R. O. No. 24 - 19 - 20. By CITY CLERK. May 20, 2019.

Submitting various license applications for the period ending June 30, 2019, December 31, 2019, June 30, 2020 and June 30, 2021.

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3087	Santana's Place	1019 Erie Avenue - Two day event to be held 07/04/19-07/05/19 to include current premise description plus parking lot east of building inside temporary tent.

CHANGE OF PREMISE (PERMANENT)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3245	Festival Foods	595 S. Taylor Drive - current premises description to include dedicated parking stalls on north side of building for online grocery pick up.

CLASS "A" BEER LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3279	Citgo 1	610 S. 14 th Street
3147	CVS Pharmacy #10549	1108 N. 14 th Street
1193	Kwik Trip #361	1618 Calumet Drive
1998	Kwik Trip #780	2622 S. Business Drive
2763	Kwik Trip #897	2033 North Avenue
2920	Kwik Trip #873	625 S. Taylor Drive
3382	Meijer Gas Station	902 N. Taylor Drive
3364	Minit Mart #1A	1508 S. 8 th Street
3365	Minit Mart #2A	2235 North Avenue
3366	Minit Mart #3A	2420 Calumet Drive
3367	Minit Mart #4A	3715 Washington Avenue
3368	Minit Mart #5A	3626 S. Taylor Drive

RAPS

3369 Minit Mart #6A	1230 N. Taylor Drive
3370 Minit Mart #7A	1211 Weeden Creek Road
3371 Minit Mart #8A	1006 Geele Avenue
1253 Petro Center #1	1208 Union Avenue
1254 Petro Center #4	2113 S. Business Drive
3287 Sheboygan Minimart LLC	1030 S. 14 th Street

"CLASS A" LIQUOR LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2929	Aldi	919 S. Taylor Drive
3245	Festival Foods	595 S. Taylor Drive
2532	Fischer's Food & Liquor	4554 S. 12 th Street
3381	Meijer Store #305	924 N. Taylor Drive
3132	Pick 'N Save #432	1317 N. 25 th Street
2820	Superior Discount Liquor	823 S. 8 th Street

CLASS "B" BEER LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Drive
2879	Charcoal Inn North	1637 Geele Avenue
2796	Charcoal Inn South	1313 S. 8 th Street

"CLASS B" LIQUOR LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3402	1138 LLC	1138 Union Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3402	1138 LLC	1138 Union Avenue
2982	Applebee's Neighborhood Grill	526 S. Taylor Drive
3146	Bumps Grill Tavern	2528 N. 22 nd Street
1833	Champs Sports Bar	1501 Indiana Avenue
3092	CJ's Shipwrecked	902 Indiana Avenue
2487	Frankies Pub & Grill	2218 Indiana Avenue
2949	Harrys Prohibition Bistro	668 South Pier Drive
2807	Knights of Columbus	833 Center Avenue
1199	Lakeshore Lanes	2519 S. Business Drive
2685	Lino Ristorante Italiano	422 South Pier Drive
1226	Meyers Lakeview Pub	2925 Lakeshore Drive

3335 Mi Ranchito I	1235 Indiana Avenue
2301 Mojo	1235 Pennsylvania Avenue
2976 My Place Bar & Grill	1515 New Jersey Avenue
3066 N Z's Bar & Grill	1022 Michigan Avenue
3217 Parker Johns BBQ & Pizza	705 Riverfront Drive
2272 PJ's Party Zone	910 N. 18 th Street
1267 Poor Richards	1105 Geele Avenue
3001 Ranieri's Four of a Kind	811 Indiana Avenue
1288 Riverview Club	626 N. 15 th Street
1303 Rupp's Downtown	925 N. 8 th Street
2135 Sandee's Cool Runnings	1202 Michigan Avenue
3087 Santanas Place	1019 Erie Avenue
1925 Screamers	2201 N. 15 th Street
1229 Sheboygan Moose Lodge #438	1811 Georgia Avenue
1360 Slys Midtown Saloon	508 N. 8 th Street
3162 Sundance Saloon	1509 S. 12 th Street
3186 Suscha Bar	1054 Pennsylvania Avenue
2943 Superior Bar & Grill LLC	2607 Superior Avenue
3178 Tasty Sheboygan	1423 Union Avenue
2020 Terrys	1028 Lincoln Avenue
2245 Thai Café Restaurant	1227 N. 14 th Street
3182 The Blue Lite I	1029 N. 8 th Street
1419 The Bunker	1138 Union Avenue
1752 The End Zone	904 Indiana Avenue
2193 The Kaddyshack	1502 S. 13 th Street
2427 Urbane	1231 N. 8 th Street
3119 Vibe Bar	2513 S. 8 th Street
2029 Weill Center	826 N. 8 th Street

"CLASS C" WINE LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2409	Americinn	3664 S. Taylor Drive

TOBACCO LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar Stores #25587	2821 N. 15 th Street
3387	Sheboygan Vapor	3116 S. Business Drive
2895	Superior Discount Liquor	823 S. 8 th Street
1392	Suscha News, LLC	1117 N. 8 th Street

II

R. O. No. 31 - 19 - 20. By CITY CLERK. JUNE 3, 2019.

Submitting various license applications for the period ending June 30, 2019, December 31, 2019, June 30, 2020 and June 30, 2021.

City Clerk

CHANGE OF AGENT

Sarah Torres is replacing Christopher Gunkel as agent effective immediately for Craft 30 located at 1015 S. 10th Street.

Andrew Herman is replacing Angela Czaja as agent effective immediately for Glas - The Green Coffeehouse at 924 N. 14th Street.

Jeff Kietzman is replacing Roderick L. Unsinger as agent effective immediately for Meijer Gas Station #305.

Jeff Kietzman is replacing Roderick L. Unsinger as agent effective immediately for Meijer Store #305.

Marc Champeau is replacing Chris Meyer as agent effective immediately for Mid-Lake Softball organization.

Mark J. Fuller is replacing Harve Strynick as agent effective immediately for Sheboygan Riverside Boat Club.

Sandra Rupp is replacing Richard Rupp as agent effective immediately for Rupp's Downtown.

Matthew Seyer is replacing Brittany L. Brown as agent effective immediately for Walgreen Co. #12020.

Kris Adams is replacing Jerome R. Godard as agent effective immediately for Walgreens #06097.

Katy Glodosky is replacing Kimberly Anne Karrmann Meller as agent effective immediately for Weill Center.

Steven J. Schmitt is replacing Jeremy J. Pust as agent effective immediately for Sprechers Restaurant & Pub.

APS

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Brennans	1101 Michigan Avenue - One day event to be held 07/21/19 to include west and south parking lot in current premise
	description.	
2726	John Michael Kohler Arts Center	608 New York Avenue - One day events to be held 06/20/19, 06/27/19, 07/03/19, 07/11/19, 07/20/19, 07/21/19, 07/25/19, 08/01/19, 08/08/19, 08/15/19, 08/22/19 to include 608 NY Ave. incld all premise description and N. 7 th , N. 6 th , NY Ave., WI Ave., JMKAC parking lot, Sculpture Garden, City Green, Festival Green.
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue - One day event to be held 07/27/19 to include outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue - Three day event to be held 8/16/19-8/18/19 to include outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue - One day event to be held 10/05/19 to include outside portion of Elks property between east and west parking lots and from the south side of the building extending to the property line of Georgia Pacific.

3186 Suscha's Bar

1054 Pennsylvania Avenue - One day event to be held 07/13/19 - premise to include entire parking lot area north and east of building.

1809 The Wharf

733 Riverfront Drive- One day event to be held 07/17/19 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.

1809 The Wharf

733 Riverfront Drive- One day event to be held 08/10/19 to include parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.

CLASS "A" BEER LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2336	El Durango	1035 Kentucky Avenue

CLASS "A" BEER LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2336	El Durango	1035 Kentucky Avenue
3192	Harbor Centre Marina I	821 Broughton Drive
2631	North 8 Oriental Store	2002 N. 8 th Street
2519	Northside Clark	2709 N. 15 th Street
3342	Rstore #47 - Mad Max	1003 S. 14 th Street
2601	Walgreens #12020	2702 Calumet Drive
1424	Walgreens #06097	3320 S. Business Drive
2088	Walgreens #6570	1029 N. 14 th Street

"CLASS A" LIQUOR LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2765	Jakes Liquor I	2019 S. Business Drive
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Drive

CLASS "B" BEER LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3184	Board & Brush Creative Studio	528 N. 8 th Street
2706	Fayes Pizza	1821 Calumet Drive
3111	Glas - The Green Coffeehouse	924 N. 14 th Street
3129	Greece E Spoon	1217 N. 8 th Street
2445	La Conquistadora LLC I	1218 Indiana Avenue
3034	Marc Cinemas	3226 Kohler Memorial Drive
3051	Mid-Lake Softball Organization	2213 New Jersey Avenue
3135	New China Buffet	571 S. Taylor Drive
3032	Nicky's Pizza I	1735 Calumet Drive
3022	Paradigm	1202 N. 8 th Street
2696	Sheboygans Family Restaurant	2704 S. Business Drive
3358	The Greek Corner	1402 S. 8 th Street
1809	The Wharf	733 Riverfront Drive
3312	Toys Thai Laos II	1229 N. 8 th Street

"CLASS B" LIQUOR LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3406	Dustin J. Dutter	902 Indiana Avenue

"CLASS B" LIQUOR LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2840	4 th Street Tap	520 N. 4 th Street
2742	8 th Street Ale Haus	1132 N. 8 th Street
3159	Big Mikes Sports Bar & Grill	911 Indiana Avenue
1936	Black Pig	821 N. 8 th Street
3044	Blondies Bar & Grill	1034 Michigan Avenue
2805	Blue Harbor Resort I	725 Blue Harbor Drive
3160	Bomallies	2427 Calumet Drive
3254	Bookworm Gardens	1415 Campus Drive
2381	Bourbon Street Pub & Grill	1536 Indiana Avenue
3150	Craft 30	1015 S. 10 th Street
1089	Daves Whos Inn	835 Indiana Avenue
3406	Dustin Dutter	902 Indiana Avenue
2121	El Camino	823 Michigan Avenue
1799	George Michaels I	513 N. 8 th Street
1892	Gosse's at Northwestern House	1909 Union Avenue
3056	Gotta Getcha in Oasis	840 Wilson Avenue
1734	Holiday Inn-Express	3823 Germaine Avenue
3299	In the Bag	1501 Union Avenue

3322 Indiana Joes LLC	933 Indiana Avenue
3257 J & R Bar & Grill	1823 N. 12 th Street
2726 John Michael Kohler Arts Center	608 New York Avenue
3333 Kohler Co.	Golf Course
2911 Lakeshore Technical College	712 Riverfront Drive
3086 Las Brisas	1129 S. 8 th Street
2085 Legend Larry's Wings & Things	733 Pennsylvania Avenue
3271 Limelight Pub I	1702 S. 17 th Street
1795 Luigis Italian Restaurant	2910 Kohler Memorial Drive
2740 Mannings Irish Pub I	3015 N. 15 th Street
1252 Peteks Tavern	2702 S. 8 th Street
3098 Pier 17	539 Riverfront Drive
3363 Pinky's	2123 N. 15 th Street
3353 Rendez-vous	920 Michigan Avenue
2030 Rewind	1002 Michigan Avenue
3404 Scenic Bar I	1635 Indiana Avenue
3248 Seebooth Delicatessen	1501 S. 8 th Street
1337 Sheboygan Elks Lodge #299	1943 Erie Avenue
1346 Sheboygan Pine Club	1716 Geele Avenue
1286 Sheboygan Riverside Boat Club	1228A Wisconsin Avenue
1345 Sheboygan Outboard Club	732 N. Water Street
1353 Sheboygan Yacht Club	214 Pennsylvania Avenue
3183 Sprechers Restaurant & Pub	820 Indiana Avenue
2566 That Place on 8 th I	1432 S. 8 th Street
3069 Time and a Half	2518 N. 15 th Street
3261 Two Amigos Restaurant	1119 Michigan Avenue
3307 Umi Sushi & Steak House	519 N. 8 th Street
2513 Vreekes Tavern I	935 Michigan Avenue
2921 Walkabout, The	2401 Calumet Drive
1764 Water Street Pub	931 N. 12 th Street

"CLASS C" WINE LICENSE (June 30, 2020) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2706	Fayes Pizza	1821 Calumet Drive
3111	Glas - The Green Coffeehouse	924 N. 14 th Street
3129	Greece E Spoon	1217 N. 8 th Street
3034	Marc Cinemas	3226 Kohler Memorial Drive
3022	Paradigm	1202 N. 8 th Street
2696	Sheboygans Family Restaurant	2704 S. Business Drive
3358	The Greek Corner	1402 S. 8 th Street

TOBACCO LICENSE (RENEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2389	The Epicure Lounge	1116 Michigan Avenue
3043	SR Tobacco	2529 S. Business Drive
3392	The Glass House	501 N. 8 th Street

II

Other Matters

7.1

R. O. No. 40 - 19 - 20. By CITY CLERK. June 17, 2019.

Submitting various license applications for the period ending December 31, 2019, June 30, 2020 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2818	Ammons, Julia M.	522 Erie Avenue
2811	Arnold, Tasia R.	1424 Martins Avenue
2822	Boy, Denisa M.	3706 N. 48 th Street
2806	Cornell, Kenneth J.	N4489 State Rd32, Sheb. Falls
2816	Fleck, Christopher J.	829A Huron Avenue
2813	Hankins, Kimberly J.	830 N. Water Street #204
1640	Horne, Cassandra J.	1229 N. 27 th Street
8388	Lawrence, Carole A.	5308 Morning Dove Cove
2807	Lisberg, Deborah A.	415 Timberlake Road
0841	Mcatee, Thomas G.	1828 N. 5 th Street
1305	Mederos, Maria D.	1313 Alabama Avenue
2821	Movrich, Danielle N.	605 Main Street, Belgium
2820	Rango, John W.	1405 N. 11 th Street
2819	Slinger, Zachary M.	730 S. 8 th Street Unit 413
2808	Wehr, Laura A.	611 N. Water Street #504

BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1924	Andrews, Cheyenne	1622 S. 12 th Street
1952	Arndt, Joshua R.	1242 Main Avenue
0800	Balge, Jennifer A.	633 Pinetree Road, Kohler
1888	Barthels, Jessica L.	1404 N. 27 th Street
9427	Bedore, Amanda L.	4441 Lilac Court W102
0253	Berg, Stacey L.	1618 Georgia Avenue
0878	Bradford, Danielle C.	W5505 County Road F, Waldo
1929	Budnik, Kathleen A.	2432 Cross Creek Drive
5340	Call, Matthew D.	1617 N. 35 th Street
5433	Cordle, Alexia J.	1520 S. 13 th Street
2138	Crary, Heather M.	3323 N. 13 th Street
0821	Creager, Jennifer L.	303 S Wisconsin Drive, Howards Grove

AHPS.

7020 Dawson, Elizabeth M.	1419 Alabama Avenue
1937 Haag, Lisaann	1840 N. 23 rd Street
6181 Harpold, William A.	1914A Calumet Drive
0791 Hyland, Benhamin J.	3709 N. 13 th Street
0799 Johnson, Mollijayne M.	W1833 Smies Road, Oostburg
1756 Klein, Sara P.	1626A S. 14 th Street
2034 Knapp, Brittany L.	647 A Leavens Ave, Sheb. Falls
1681 Krajniak, Melody A.	1332 N. 15 th Street
1869 Leppanen, Martha H.	2638 N. 20 th Street
2151 Lyke, Jevon D.	1441 Parkview Terrace #37
0602 Magray, Leviathan C.	1517 N. 4 th Street
7676 Meulbroek, Robert W.	4830 Ferndale Court
6805 Oelhafen, Vanessa A.	1617 New Jersey Avenue
1722 Ordonez, Alyssa M.	3621 Sheridan Avenue Apt. G4
1072 Rietbrock, Jennifer L.	W4412 CTY Rd. EH, Elkhart Lake
9881 Rose, Denise K.	2725 Michigan Avenue
1910 Rousse, Paul S.	337A W. First St., Waldo
2168 Schmidt, Samantha M.	1015 Elm Street, Cleveland
7621 Skrube, Lisa L.	1844 N. 20 th Street
1665 Stefancin, Marie M.	305 Wisconsin Avenue
2219 Tauferner, Richard M.	3523 Lannon Road
7762 Van Veghel, Stephen F.	402 Clement Avenue
9083 Von Der Puetten, Frank	1716 N. 19 th Street
1874 Wunsch, Lois J.	2107 Lake Aire Drive

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2810	Smith, Sonia S.	826 High Avenue

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2805	Blue Harbor Resort 1	725 Blue Harbor Drive - One day event to be held 07/20/19 to include current premise description plus lawn outside north end of building (Peninsula Room).

CLASS "B" BEER LICENSE (June 30, 2020) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3407	Taqueria Sheboygan	1410 Indiana Avenue

"CLASS C" WINE LICENSE (June 30, 2020) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3407	Taqueria Sheboygan	1410 Indiana Avenue

CHANGE OF AGENT

Cameron Bopp is replacing Mark Zipperer as agent effective immediately for Sheboygan Hotel, LLC (Holiday Inn Express) 3823 Germaine Avenue.