

*****ATTACHMENTS*****

CITY OF SHEBOYGAN**LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE MINUTES****NOVEMBER 28, 2018**

MEMBERS PRESENT: Chair Alderperson Mary Lynne Donohue, Vice Chair Alderperson Ryan Sorenson, Alderperson Trey Mitchell, Alderperson Ron Rindfleisch

MEMBERS EXCUSED: Alderperson Rosemarie Trester

STAFF/OFFICIALS PRESENT: City Attorney Charles C. Adams, Police Chief Christopher Domagalski, Lt. Douglas Teunissen, Lt. William Adams, Licensing Clerk Julie Wieck, Legal Assistant Marie Stefancin

OTHERS PRESENT: Jason Jones, James Miller, Art Belt, Kelly Ward

1. OPENING OF MEETING

1.1 Roll Call

1.2 Call to Order

Chair Alderperson Mary Lynne Donohue 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 - November 14, 2018

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to approve the minutes of the previous meeting held November 14, 2018. Motion carried 4-0.

3. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

3.1 Gen. Ord. 26-18-19 (11-19-18) An Ordinance repealing and recreating Sections 26-227 and 26-262 of the Municipal Code relating to fees for electrical inspections, so as to increase re-inspection fees and reduce standard fees so as to better reflect the actual costs of the electrical inspection program

City Attorney Adams gave an overview of the benefits of recreating the fee schedule.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to recommend the Common Council approve Gen. Ord. No. 26-18-19. Motion carried 4-0.

3.2 Presentations by potential applicants for available "Class A" alcohol beverage licenses

There is presently one "Class A" alcohol beverage license available. Kelly Ward from Meijer appeared before the committee to present their case regarding pre-application for the available license. The Sheboygan Meijer store is scheduled to open in 2019. Ms. Ward provided information regarding liquor sales at Meijer stores.

3.3 Discussion and action regarding granting opportunity to apply for available "Class A" alcohol beverage licenses

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to allow Meijer to apply for the available "Class A" alcohol beverage license. Motion carried 4-0.

3.4 R.O. No. 151-18-19 (10-15-18) Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020. Fermented Malt Beverage Lic. App. No. 3362 (Jay's); Taxicab Driver Lic. App. No. 9790 (Constance B. Butts)

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to hold Fermented Malt Beverage Lic. App. No. 3362 (Jay's) for further investigation/information. Motion carried 4-0.

City Attorney Adams informed the committee that Constance B. Butts had failed to contact the City Attorney's office regarding a hearing on possible denial of her license application.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to accept all facts presented by staff as true and to deny the license application of Constance B. Butts based upon her record of violations related to the licensed activity and her failure to cooperate with staff for the committee. Motion carried 4-0.

3.5 R.O. No. 168-18-19 (11-5-18) Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020. Bev. Op. Lic. App. Nos. 2489 (Angelica M. Adams), 2490 (Juwaun M. Jackson), 0706 (Marqueeta S. Johnson), 6552 (Stacey M. Ross)

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to hold Bev. Op. Lic. App. No. 2489 (Angelica M. Adams) for further investigation/information. Motion carried 4-0.

City Attorney Adams informed the committee that Juwaun M. Jackson had failed to contact the City Attorney's office regarding a hearing on possible denial of his license application.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to accept all facts presented by staff as true and to deny the license application of Juwaun M. Jackson based upon his record of violations related to the licensed activity, his history as a repeat law offender, and his failure to cooperate with staff for the committee. Motion carried 4-0.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to hold Bev. Op. Lic. App. No. 0706 (Marqueeta S. Johnson) for further investigation/information. Motion carried 4-0.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to hold Bev. Op. Lic. App. No. 6552 (Stacey M. Ross) for further investigation/information. Motion carried 4-0.

3.6 R.O. No. 181-18-19 (11-19-18) Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and December 31, 2019

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to call in Bev. Op. Lic. App. No. 9829 (Kathleen A. Schroeder) for a hearing on possible denial of her license application. Motion carried 4-0.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to call in Bev. Op. Lic. App. No. 1921 (Kennedi K. Watts) for a hearing on possible denial of her license application. Motion carried 4-0.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to grant the remainder of the license applications for individuals and entities listed on the above-referenced R.O. Motion carried 4-0.

3.7 Res. No. 131-18-19 (11-19-18) A Resolution authorizing application for the Criminal Justice, JAG Drug Task Forces (2017) Grant Solicitation for 2019 operations

Chief Domagalski informed the committee that the JAG Drug Task Forces Grant program provides funds to support multi-jurisdictional law enforcement drug task force projects aimed at enhancing interagency coordination and intelligence sharing targeting gangs, drugs and firearms.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to recommend the Common Council approve Res. No. 131-18-19. Motion carried 4-0.

3.8 Res. No. 132-18-19 (11-19-18) A Resolution authorizing application for the Criminal Justice, Law Enforcement Drug Trafficking Response (2019) Grant Solicitation

Chief Domagalski informed the committee that the Law Enforcement Drug Trafficking Response Grant appears to be a one-time solicitation to support multi-jurisdictional groups and increase state-wide drug trafficking coordination.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to recommend the Common Council approve Res. No. 132-18-19. Motion carried 4-0.

3.9 Res. No. 133-18-19 (11-19-18) A Resolution authorizing application for 2019 Wisconsin Justice System Improvement, Beat Patrol – Overtime, Grant Solicitation

Chief Domagalski informed the committee that this is the first year these funds are available to the Sheboygan Police Department. The funds will be used to support neighborhood policing objectives, including beat patrol, and to address specific neighborhood crime issues.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to recommend the Common Council approve Res. No. 133-18-19. Motion carried 4-0.

3.10 Res. No. 134-18-19 (11-19-18) A Resolution authorizing application for 2019 Wisconsin Justice System Improvement, Beat Patrol Grant Solicitation

Chief Domagalski informed the committee that the beat patrol program provides ten communities with funds to support additional police personnel for community policing work or beat patrol.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to recommend the Common Council approve Res. No. 134-18-19. Motion carried 4-0.

3.11 R.O. No. 177-18-19 (11-19-18) Submitting a communication from Christopher Gable requesting a waiver from the Sex Offender Residency requirements in order to reside at 1636 Indiana Avenue

Christopher Gable was not present. Lt. Teunissen indicated that Mr. Gable is presently incarcerated.

Motion by Alderperson Rindfleisch, seconded by Alderperson Mitchell, to approve the waiver. Motion carried 4-0.

3.12 R.O. No. 178-18-19 (11-19-18) Submitting a communication from Jason Jones requesting a waiver from the Sex Offender Residency requirements in order to reside at 1503 St. Clair Avenue

Jason Jones was present and spoke.

Motion by Alderperson Rindfleisch, seconded by Alderperson Mitchell, to approve the waiver. Motion

carried 4-0.

3.13 R.O. No. 179-18-19 (11-19-18) Submitting a communication from Alanna Etzel requesting a waiver from the Sex Offender Residency requirements in order to reside at 1412 Lenz Court

Lt. Teunissen informed the committee that Alanna Etzel has withdrawn her application for a waiver.

4. NEXT MEETING DATE

4.1 Next meeting date will be December 12, 2018

The next committee meeting is scheduled to be held on December 12, 2018 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 Sorenson, seconded by Alderperson Mitchell, to adjourn at 4:38 p.m. Motion carried 4-0.

III

Other Matters

7.2

Res. No. 145- 18 - 19. By Alderpersons Donohue and Sorenson.
December 3, 2018.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement for Use of Subscription Material between the Sheboygan Fire Department and Lexipol, LLC, with regard to fire policy manual and daily training bulletins.

RESOLVED: That the Sheboygan Fire Department is hereby authorized to execute the Agreement for Use of Subscription Material, a copy of which is attached hereto and incorporated herein.

APS

Jim Sorenson

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



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Sheboygan Fire Department
Agency's Address: 1326 N. 25th Street
Sheboygan, Wisconsin 53081

Attention: Chief Michael Romas

Lexipol's Address: 2801 Network Blvd, Suite 500
Frisco, Texas 75034

Attention: Karen James

Effective Date: (to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) Exhibit B (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

LEXIPOL, LLC

Signature:
Print Name:
Title:
Date Signed:

Signature:
Print Name: Van Holland
Title: Chief Financial Officer
Date Signed:

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Pricing is based on: 73 Full Time Career Fire Personnel

| Lexipol Annual Subscription Service | Term | Price |
|---|-------------|----------------|
| Fire Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service and Fire Procedures Content | Annual | \$10,193 |
| 5% WSFCA Member Discount | Annual | (\$510) |
| Annual Subscription | | \$9,683 |
| Subscription Total Due - Year 1 | | \$9,683 |

| Implementation Service - Fire | Term | Price |
|---|-------------|-----------------|
| Full Implementation Service | | |
| Fire Agency-specific implementation support for Fire Policy Manual. Cross-Reference limited to procedural content identification. See attached Implementation Scope of Work for full details. | Fixed Price | \$24,320 |
| Implementation Total (Fixed Price) | | \$24,320 |

| Project Total Start-up | Invoice | Price |
|--------------------------------------|----------------|-----------------|
| Fire Subscription Total Due - Year 1 | | \$9,683 |
| Implementation Total (Fixed Price) | | \$24,320 |
| PROJECT TOTAL START-UP | | \$34,003 |

Special Offer – Early Start-up: Agency can start as early as November 12, 2018 and receive the remainder of November and December 2018 at no additional charge.

Subscription renewal in January 2020.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "*Agency's Account*" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "*Agreement*" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "*Initial Term*" means the twelve-month period commencing on the Effective Date and "*Contract Year*" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "*Derivative Work*" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "*Derivative Work*" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "*Effective Date*" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "*Subscription Materials*" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting

the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply

whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Pricing is based on: 73 Full Time Career Fire Personnel

| Lexipol Annual Subscription Service | Term | Price |
|---|--------|----------------|
| Fire Policy Manual & Daily Training Bulletins w/ Supplemental Publication Service and Fire Procedures Content | Annual | \$10,193 |
| 5% WSFCA Member Discount | Annual | (\$510) |
| Annual Subscription | | \$9,683 |
| Subscription Total Due - Year 1 | | \$9,683 |

| Implementation Service - Fire | Term | Price |
|---|-------------|-----------------|
| Full Implementation Service | | |
| Fire Agency-specific implementation support for Fire Policy Manual. Cross-Reference limited to procedural content identification. See attached Implementation Scope of Work for full details. | Fixed Price | \$24,320 |
| Implementation Total (Fixed Price) | | \$24,320 |

| Project Total Start-up | Invoice | Price |
|--------------------------------------|---------|-----------------|
| Fire Subscription Total Due - Year 1 | | \$9,683 |
| Implementation Total (Fixed Price) | | \$24,320 |
| PROJECT TOTAL START-UP | | \$34,003 |

Special Offer – Early Start-up: Agency can start as early as November 12, 2018 and receive the remainder of November and December 2018 at no additional charge.

Subscription renewal in January 2020.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "**Agency's Account**" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "**Agreement**" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "**Initial Term**" means the twelve-month period commencing on the Effective Date and "**Contract Year**" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "**Derivative Work**" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "**Derivative Work**" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "**Effective Date**" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "**Subscription Materials**" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. The Parties anticipate approval of the Agreement and Addendum in December 2018. Pursuant to Section 2.1 in Exhibit B of the Agreement, the Term of the Agreement shall begin upon the execution and delivery of the Agreement. Pursuant to Section 3.1 in Exhibit B of the Agreement, Lexipol will invoice the City of Sheboygan Fire Department (the "Department") at the commencement of the Subscription Service.

The Parties agree as follows:

- The invoice for the Initial Term shall be delivered to the Department in January 2019, and shall be due within thirty days of its receipt.
- Regardless of the Effective Date of the Agreement, the Initial Term shall be deemed to run through December 31, 2019. Accordingly, the invoice for the term running from January 1, 2020 through December 31, 2020 shall be provided to the Department no earlier than December 1, 2019 and shall be due within thirty days of its receipt, but no earlier than the first business day of the City of Sheboygan in 2020, which is currently expected to be January 2, 2020.
- Invoices for future terms shall follow this same schedule.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works.

Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. Account Security. Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. Privacy Policy. Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. Policy Adoption. Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. Disclaimer of Liability. Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. Limitation of Liability. Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). The Parties note that Wis. Stat. § 19.36(5) permits the Department to withhold information qualifying as a trade secret, as defined in Wis. Stat. § 134.90(1)(c), from a response to an open records request.

The Department, as a department of a Wisconsin municipality, is required to comply with the Wisconsin Public Records Law and other valid requests for documents—including governmental, judicial, and administrative orders, subpoenas, discovery requests, and regulatory requests. In the event that the Department receives an open records request or other request that appears to be seeking a trade secret of Lexipol, the Department will make reasonable efforts to work with Lexipol to determine whether the record or records in question meet the statutory definition of a trade secret. For the avoidance of doubt, Lexipol may—at its sole expense—attempt to pursue an appropriate remedy to preserve the confidentiality of its Confidential Information.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Wisconsin, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 Attorneys' Fees. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

II

Other Matters

10.1

R. O. No. 151 - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020.

City Clerk

FERMENTED MALT BEVERAGE LICENSE (June 30, 2019) (NEW)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------|---------------------|
| 3362 | Jay's | 1710 Indiana Avenue |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------------|---|
| 2445 | Advic, Haris | 1917 S. 17 th Street |
| 2454 | Barthels, Jodi L. | 130 Ashland Court, Sheboygan Falls |
| 2460 | Braaksma, Benjamin J. | 1817 N. 3 rd Street |
| 2466 | Bubb, Matthew J. | 4122 Oakdale Ct. Apt. F202 |
| 6937 | Calvert, Catherine L. | 1840 Geele Avenue |
| 2464 | Cichocki, Emily B. | 2207 N. 9 th Street |
| 2451 | Drews, Shelly M. | 2215 S. 7 th Street |
| 2443 | Dudenhoefer, Cheyenne L. | 2341 Skyline Drive Apt. 3C |
| 2457 | Ferris, Matthew S. | 2365 Woodland Hills Dr., Menasha |
| 2458 | Fogle, Tiffany L. | 1537 N. 10 th Street |
| 2455 | Galicia Segur, Christian | 1516 Michigan Avenue |
| 1166 | Gavin, Tiffany A. | 2217 Terrace View Dr. #2C |
| 0375 | Gill, Harjinder S. | 624 N. 7 th Street, Oostburg |
| 0257 | Hansen, Eric H. | 517 N. 5 th Street |
| 2441 | Hattleli, Alexandra N. | 1507 S. 8 th Street |
| 2447 | McCoy, Benjamin D. | 2011 Indiana Avenue |
| 2449 | Rondeau, Jason M. | 1314 N. 26 th Street Apt. 4 |
| 9721 | Schuetz, Thomas F. | W6490 Aurora Road, Plymouth |
| 2442 | Seng, Jordan R. | 112 Kentucky Avenue |
| 2439 | Timm, Josie E. | 437 Woodhaven Court |
| 2461 | Wilken, Brittany L. | 1028 Grand Avenue |

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|----------------------|---------------------------------|
| 9790 | Butts, Constance B. | 729 Kentucky Avenue |
| 1049 | Chavez, Moises Jr. | 2407 N. 10 th Street |
| 9660 | Johnson, Charleen M. | 1424 S. 9 th Street |
| 2444 | Oakley, Jamey S. | 1728A N. 3 rd Street |
| 0952 | Pineda, Berta | 4415 Primrose Court Apt. R202 |

AAPS

II

Other Matters

8.2

R. O. No. 168 - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020.

City Clerk

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-----------------------|---------------------------------|
| 3363 | Pinky's | 2123 N. 15 th Street |
| 3261 | Two Amigos Restaurant | 1119 Michigan Avenue |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------------------|--|
| 2489 | Adams, Angelica M. | 3515 N. 10 th Street Apt. 421 |
| 2472 | Backus, Holden J. | 523 Pine Street, Sheboygan Falls |
| 2491 | Beam, Christy L. | 244 Center Avenue Apt. 4 |
| 2495 | Boeldt, Adam V. | 615 E. Washington Ave, Cleveland |
| 2471 | Chavez, Edwin G. | 1719 N. 12 th Street |
| 1564 | Derrick, Ricci L. | 1932 N. 10 th Street |
| 9644 | Gischia, Carlo J. | 1916 Martin Avenue |
| 7004 | Halada, Kimberly A. | 2318 S. 16 th Street |
| 1621 | Hameister, Brian L. | 1202 Michigan Avenue Apt. #2 |
| 2484 | Hatleli, Lonnie A. | 1507 S. 8 th Street |
| 2481 | Hernandez, Christina M. | 2705 Wollmer Street, Manitowoc |
| 2478 | Higgins, Destin M. | 2209 N. 29 th Street |
| 2490 | Jackson, Juwaun M. | 918 Georgia Avenue |
| 0706 | Johnson, Marqueeta S. | 1048 Weeden Creek Road |
| 2391 | Lawrence, Michelle L. | 722 Wilson Avenue |
| 2476 | Mahoney, Karen M. | 420 Vanburen Road, Howards Grove |
| 2475 | Maizonet, Susan L | 929 S. 14 th Street |
| 2485 | Mindock, Ethan C. | 1703 North Avenue |
| 2122 | Mueller, Alexandra A. | 1516 Maryland Avenue |
| 2483 | Neill, Ladonna J. | 2711 S. 8 th Street |
| 7161 | Redinger, Jessica M. | 46 Winnebago Place |
| 6552 | Ross, Stacey M. | 2630 N. 19 th Street |
| 2493 | Solano-Lara, Chase A. | 1909 Martin Avenue |
| 2479 | Thompson, Malikah Y. | 1018 N. 11 th Street |
| 2469 | Warner, Cassandra K. | 1213A S. 8 th Street |
| 2494 | Xiong, Pa Nong | 1715 Ontario Avenue |

AKS

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------------|---------------------------------|
| 3567 | Diener, Kelly J. | 3526 N. 34 th Street |
| 2474 | Neuman, Vivian V. | 2201 Erie Avenue Apt. A102 |

II

Other Matters.

7.2

R. O. No. 181 - 18 - 19. By CITY CLERK. November 19, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and December 31, 2019.

City Clerk

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|------------------------|--|
| 5457 | Batt, Hollie L. | N4117 Van Treeck Trail, Sheboygan Falls |
| 2500 | Bergin, Dustin J. | 1814 S. 14 th Street |
| 2504 | Champeau, Kayla A. | 1605 N. 17 th Street |
| 1271 | Farmer, Brandon L. | W3718 South Drive, Plymouth |
| 2503 | Freeman, James E. | 615 Clara Avenue #3 |
| 2502 | Lindsay, John F. | 1615A Spruce Court |
| 2507 | Mackey, Shannon M. | 124 Lighthouse Court |
| 2509 | Muench, Kelly A. | 1619 Illinois Avenue |
| 2505 | Quasius, Laura M. | 4316 Lakeshore Road |
| 2499 | Reyes, Ismael M. | 1724 S. 21 st Street |
| 9421 | Rowe, Cole M. | 1643A N. 3 rd Street |
| 9829 | Schroeder, Kathleen A. | 2209 N. 11 th Street |
| 2501 | Sodari, Karna B. | 916 Mulberry Lane, Kohler |
| 7996 | Thorn, Erin B. | 2513 Wedemeyer Street |
| 2498 | Vallejo, Maria V. | 617 Huron Avenue |
| 1921 | Watts, Kennedi K. | 3515 N. 10 th Street Apt. 821 |
| 2496 | Wondra, Erica J. | 2128 S. 12 th Street |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|---------------------|-----------------------------|
| 1132 | Mitchell, Daniel H. | 909 Ontario Avenue Apt. D15 |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------------|-----------------------------|
| 1509 | Gordon, Jody L. | 741 Acacia, Sheboygan Falls |
| 014 | Waraich, Jesse S. | N6233 Woodland Road |

TAXICAB BUSINESS LICENSE (RENEW) (December 31, 2019)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|------------------------------|---------------------------------|
| 3023 | Yellow Cab of Sheboygan, LLC | 2917 N. 15 th Street |

AKPS

MASSAGE ESTABLISHMENT (Renew) (December 31, 2019)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|------------------------------|--------------------------------|
| 3305 | Applied Reflexology | 604 Erie Avenue |
| 3308 | Aurelia Massage Therapy LLC | 4027 S. Business Drive |
| 2727 | Bonjour Massage | 1327 N. 8 th Street |
| 2586 | In Balance Therapeutics, LLC | 832 N. 6 th Street |
| 2868 | Intouch | 1427 N. 4 th Street |
| 3300 | Soli Muscular Therapy LLC | 604 Michigan Avenue |

II

Other Matters

7.1

R. O. No. 190 - 18 - 19. By CITY CLERK. December 3, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and December 31, 2019.

City Clerk

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------------------|----------------------------------|
| 2511 | Arnold, Tasia R. | 1424 Mehrtens Avenue |
| 2532 | Balde, Damien L. | 8913 Lax Chapel Road, Kiel |
| 2532 | Berg, Brenda L. | 13 Beechwood Drive |
| 0620 | Botzau, Heejuna B. | 710 Michigan Avenue |
| 6297 | Champeau, Heath R. | 2113 N. 40 th Street |
| 2518 | Chavarin, Sergio A. | 1217 Kentucky Avenue |
| 2536 | Fugate, Dewaine A. | W7760 Plank Road, Glenbeulah |
| 2525 | Guevara, Marcos E. | 4020 Lakeshore Road |
| 2529 | Gutierrez Cruz, Ricardo | 4020 Lakeshore Road |
| 2535 | Hahn, Melissa J. | 1606 N. 10 th Street |
| 2515 | Krutke, Barbara | 2329 S. 15 th Street |
| 7320 | Lahner, Ryan D. | 1218 S. 16 th Street |
| 2516 | Lahner, Toni | 1218 S. 16 th Street |
| 4894 | Mcdaniel, Cathy J. | 2011A S. 12 th Street |
| 2534 | Mendiola, Ignacio B. | 927 Dillingham Avenue |
| 2522 | Mercer, Betsy J. | 1630 N. 7 th Street |
| 2524 | Tendolle, Dana K. | 1417 Eisner Avenue |
| 2513 | Wield, Dexter L. | 1424 Mehrtens Avenue |
| 9616 | Wolf, Phaedra M. | 2313 Broadway Avenue |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|----------------------|----------------------------|
| 2514 | Koch, Christopher J. | 828 N. Water Street Apt. 7 |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|----------------------|--------------------------------|
| 2049 | Alexander, Carrte J. | 4325 Morning View Court K104 |
| 1982 | Bouchard, Robert | 819 Humboldt Avenue |
| 1413 | Brotz, James E. | 2403 S. 8 th Street |

APS

| | |
|----------------------------------|--------------------------------------|
| 0093 Butler, James D. Jr. | 1630 S. 8 th Street #A |
| 9554 Champeau, Joseph P. | 1821 S. 15 th Street |
| 1577 Derosier, Kelly R. | 738 Forest Blvd., Sheb. Falls |
| 2429 Enneper, James N. | 2220 S. 11 th Street |
| 1141 Frank, Jason J. | 1504 Michigan Avenue |
| 8112 Gohr, Trevor M. | 4213 Autumn Court Apt. B208 |
| 1663 Goodwin, David L. | 2210 N. 18 th Street |
| 2022 Hayden, Michael L. | 2260 Menchl Drive, Manitowoc |
| 9948 Hernickle, Pamela A. | 1813A S. 13 th Street |
| 1639 Montes Aguirre, Victor | 1301 S. 7 th Street |
| 2474 Neuman, Vivian V. | 2201 Erie Avenue Apt. A102 |
| 6913 Rios, Ricardo | 2619A N. 8 th Street |
| 7731 Santana, Reynel | 2724 Main Avenue |
| 1477 Shaffer, David C. | 2407 S. 8 th Street |
| 1149 Stewart, Harvey L. | 1416 Illinois Avenue |
| 9814 Torres Maldonado, Silvestre | 1833 N. 20 th Street |
| 1776 Washington, Tommy D. | 1613 N. 17 th Street |
| 2383 Wienke, Ashley N. | 309 Broadway St. Unit A, Sheb. Falls |

TAXICAB BUSINESS LICENSE (RENEW) (December 31, 2019)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-----------------------|------------------------|
| 2997 | Best Taxi | 1937 S. Business Drive |
| 2509 | Santanans Limo | 2724 Main Avenue |
| 3215 | Two Guys Taxi Service | 1229 Erie Avenue |

MASSAGE ESTABLISHMENT (Renew) (December 31, 2019)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------------------------|---------------------------------|
| 3311 | Breiter Beginnings LLC. | 510 N. 5 th Street |
| 2180 | Donna Grady - Massage Therapy | 809 N. 8 th Street |
| 3336 | Entourage Salon and Spa I | 726 Michigan Avenue |
| 1205 | Jomaji Salon & Spa Inc. | 682 South Pier Drive |
| 2437 | Paula Kuhn | 1508 N. 27 th Street |
| 2804 | Reflections Spa | 725 Blue Harbor Drive |
| 3302 | Tangerine Salon | 1213 Superior Avenue |

MASSAGE ESTABLISHMENT (New) (December 31, 2019)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------------|----------------------|
| 3372 | Sheboygan Massage | 841 Riverfront Drive |

CLASS "A" BEER LICENSE (June 30, 2018) (RENEW)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|----------------|--------------------------------|
| 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 |
| 3369 | Minit Mart #6A | 1230 N. Taylor Drive |
| 3370 | Minit Mart #7A | 1211 Weeden Creek Road |
| 3371 | Minit Mart #8A | 1006 Geele Avenue |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-----------------|--------------------------------|
| 3358 | Athanasios Inc. | 1402 S. 8 th Street |

"CLASS C" WINE LICENSE (June 30, 2019) (NEW)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-----------------|--------------------------------|
| 3358 | Athanasios Inc. | 1402 S. 8 th Street |