

**\*\*\*ATTACHMENTS\*\*\***

**CITY OF SHEBOYGAN****LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE MINUTES****SEPTEMBER 26, 2018**

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

**MEMBERS EXCUSED:** Alderperson Ron Rindfleisch

**MEMBERS ABSENT:** Alderperson Rosemarie Trester

**STAFF/OFFICIALS PRESENT:** City Attorney Charles C. Adams, Police Chief Christopher Domagalski, Mayor Michael Vandersteen, Lt. Doug Teunissen, Licensing Clerk Julie Wieck, Legal Assistant Kathy Hoffman

**OTHERS PRESENT:** Parole Agent Sara Peters, Father Matthew Widder, Principal Stephanie Nardi, Sandra Beil, Michael Beil, Jessica Larsen

**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 - September 12, 2018

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to approve the minutes of the previous meeting held September 12, 2018. Motion carried 3-0.

**3. ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

3.1 R.O. No. 121-18-19 (9-17-18) Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to hold "Class A" Liquor Lic. App. No. 3357 (Aneek Inc.) for a presentation to the committee, and to call in Bev. Op. Lic. App. No. 2403 (Makai C. Myers) for a hearing on possible denial of his license application. Motion carried 3-0.

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 3-0.

3.2 R.O. No. 119-18-19 (9-17-18) Submitting a communication from Bryan Goodteacher requesting a waiver from the Sex Offender Residency requirements to reside at Superior Manor

Bryan Goodteacher was not present. Lt. Teunissen indicated that Mr. Goodteacher is on probation until 2019 and will be homeless upon his release from the Detention Center. Parole Agent Sara Peters was present and indicated that she approves of this placement. Father Matthew Widder of Holy Name Parish, Sandra Beil, and Michael Beil spoke and stated their concerns that the proposed residence is very close to the school and bus stop.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to approve the waiver. Motion carried 3-0.

3.3 R.C. No. 111-18-19 (8-20-18) [see also Gen. Ord. No. 8-18-19 (7-16-18)] An ordinance repealing Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions"

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to hold this item until the next meeting so that more committee members will be present to discuss this matter. Motion carried 3-0.

#### **4. NEXT MEETING DATE**

4.1 Next meeting date will be October 10, 2018

The next committee meeting is scheduled to be held on October 10, 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 4:20 p.m. Motion carried 3-0.

II

Other Matters

R. O. No. 121 - 18 - 19. By CITY CLERK. September 17, 2018.

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

\_\_\_\_\_  
City Clerk

TRANSFER - PREMISES TO PREMISES

Rendez-Vous transferring from 1332 S. 13<sup>th</sup> Street to 920 Michigan Avenue.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue - 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.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3357	Aneek Inc.	723 Center Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2416	Ashley, Michele J.	1618 Ontario Avenue Apt. A
2414	Bakes-Deligiann, Deborah L.	426 Grant Avenue
5314	Beaumont, Victoria M.	2319 Calumet Drive
2400	Fieldhouse, Ann B.	620 S. 8 <sup>th</sup> Street Apt. 209
2418	Harrison, Christine	871 Forest Avenue
0944	Jamison, Andrea R.	1916 Martin Avenue
2403	Myers, Makai C.	3527 Lakeshore Road #2
2408	Nemitz, Jessica J.	1940 N. 8 <sup>th</sup> Street
2412	Olson, Jon V.	1209 Riverview Drive
2413	Petermann, Janet K.	3307 North Avenue
2407	Rieth, Penny K.	1623 S. 13 <sup>th</sup> Street
2411	Sharp, Christa A.	502 N. 28 <sup>th</sup> Street

RRPS.

9026 Tanner, Nicole L.  
2405 Timm, Sarah E.  
2402 Trakel, Jean C.  
1323 Williams, Dante I.  
2417 Yang, Boonme

922 Weeden Creek Road  
2732 Geele Avenue  
W6066 Ella Lane, Plymouth  
1619 North Avenue  
2706 S. 9<sup>th</sup> Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
0940	Asleson, Shanna M.	3806 Highway 42 Apt. 1
2419	Bock, Nadine R.	1028 Broadway Avenue

II

Other matters.

9.2

R. O. No. 135 - 18 - 19. By CITY CLERK. October 1, 2018.

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

\_\_\_\_\_  
City Clerk

CHANGE OF AGENT

Thomas Phalin-Christman is replacing Brandon Jovanovich as agent effective immediately for Rewind bar located at 1002 Michigan Avenue.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3353	Rendez-Vous	920 Michigan Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2422	Bitter, Georgia S.	1016 Logan Avenue
2425	Bitters, Kyle A.	911 Georgia Avenue
2432	Diedrich, Brittni J.	5020 Brookfield Circle, Manitowoc
2438	Guelig, Lisa A.	2642 N. 19 <sup>th</sup> Street
2437	James, Lisa L.	506 Forest BLVD, Sheboygan Falls
2430	Marver, Ashley N.	1604 Hedgestone Lane
2433	Miller, Alexandria F.	620 S. 8 <sup>th</sup> Street #302
8986	Obremski, Kevin P.	1625 Terry Andrae Avenue
0883	Phillips, Brianna M.	418 Appleton St Apt B, Plymouth
2435	Thayer, Jennifer R.	2721 Michigan Avenue
2427	Thompson, Shelby R.	2722 Lisa Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2429	Enneper, James N.	2220 S. 11 <sup>th</sup> Steret
2428	Flunker, Angela	3616 Larkspar Way
2434	Lopez, Angela M.	926B Erie Avenue
1805	Turner, Jennifer R.	824 Ashland Avenue

RUPS

III

Other Matters

9.1

Res. No. 104 - 18 - 19. By Alderpersons Donohue and Sorenson.  
October 1, 2018.

A RESOLUTION authorizing the appropriate City officials to execute the Evidence.com Prosecutor Services Agreement by and between Axon Enterprise, Inc. and the City of Sheboygan with regard to the use of Axon Enterprise, Inc. products and services.

RESOLVED: That the Mayor is hereby authorized to execute the Evidence.com Prosecutor Services Agreement by and between Axon Enterprise, Inc. and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

RHP

\_\_\_\_\_  
*Gene Sorensen*  
\_\_\_\_\_

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



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## EVIDENCE.COM PROSECUTOR SERVICES AGREEMENT

This Evidence.com Prosecutor Services Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85<sup>th</sup> Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote, (**Agency, Party** or collectively **Parties**), is entered into as of the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon products and services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement the Parties agree as follows:

**1** **Term.** The Evidence.com subscription will begin upon the Effective Date and will remain in full force and effect until terminated by either Party (**Term**).

**2** **Definitions.**

**"Agency Content"** means software, data, text, audio, video, images or other Agency content or any of the Agency's end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under the Agency account or otherwise transfer, process, use or store in connection with the Agency account.

**"Confidential Information"** means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

**"Documentation"** means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Evidence.com Service provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

**"Evidence.com Service"** means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third party applications, or the my.evidence.com services.

**"Products"** means all Axon equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by Axon under this Agreement.

**"Quote"** is an offer to sell or to provide, is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors. Axon reserves



the right to adjust prices or Products unless otherwise specified in the Quote.

- 3 **Access Rights.** Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account the Agency will have access and use of the Evidence.com Services for the storage and management of Agency Content during the subscription term (**Term**).

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user's access to Agency Content and the Evidence.com Services.

- 4 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for the purpose of providing and supporting the Evidence.com Services to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users' use of Agency Content or the Evidence.com Services will violate this Agreement or applicable laws.

- 5 **Evidence.com Data Security.**

**5.1 Generally.** Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency Content. Log-in credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users which result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

**5.2 FBI CJIS Security Addendum.** Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

- 6 **Axon Support.** Axon will make available updates as released by Axon to the Evidence.com Services. Updates may be provided electronically via the Internet. Axon will use reasonable



efforts to continue supporting the previous version of any software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities). The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

- 7**     **Data Privacy.** Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.
- 8**     **Data Storage.** Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency. For use of an Unlimited Evidence.com License unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place any data stored in the Agency's Evidence.com accounts and not viewed or accessed for 6 months into archival storage. Data stored in archival storage will not have immediate availability and may take up to 24 hours to access.
- 9**     **Suspension of Evidence.com Services.** Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice in accordance with the following:

  - 9.1**     The Termination provisions set forth in Section 23 of this Agreement;
  - 9.2**     The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;
  - 9.3**     If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.
- 10**    **Software Services Warranty.** Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors



before the data is uploaded to the Evidence.com Services.

- 11 License Restrictions.** Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at [www.axon.com](http://www.axon.com)).
- 12 After Termination.** Axon will not delete any Agency Content as a result of a termination during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited, delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.
- 13 Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
- 14 Payment Terms.** In the event Agency purchases any Products or Services from Axon, invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without



setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees.

- 15 **Taxes.** Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase location, the Agency is responsible for sales and other taxes associated with the order.
- 16 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 17 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.
- 18 **Insurance.** Axon will maintain at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon request.
- 19 **Indemnification.** Axon will indemnify and defend the Agency Indemnitees (the Agency's officers, directors, and employees) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

**Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon product will not exceed Ten Thousand Dollars (\$10,000). This cap shall not apply to IP Indemnification pursuant to Section 21, below. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.**

- 20 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and related software, as well as any suggestions made to Axon.
- 21 **IP Indemnification.** Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.



Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Services by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Services in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Services other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Services. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

**22 Agency Responsibilities.** The Agency is responsible for (i) use of any activities under the Agency Evidence.com account and use by Agency employees and agents, (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Services, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Services.

**23 Termination.**

**23.1 By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement under this Section and Axon fails to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

**23.2 By Agency.** If applicable, the Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

**23.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Indemnification, Agency Responsibilities Sections, Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

**24 General.**



- 24.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. Confidential Information does not include Agency Content uploaded to Evidence.com; however, Axon will not disclose Agency Content uploaded to Evidence.com, except as specifically provided in Section 7 of this Agreement.
- 24.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all products and services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control Axon has the right to delay or terminate the delivery with reasonable notice.
- 24.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 24.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 24.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 24.6 No Third Party Beneficiaries.** This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 24.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 24.8 U.S. Government Rights.** Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial



computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Services. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

- 24.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 24.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of Axon's rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of Axon's assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 24.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 24.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 24.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 24.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon:	Axon Enterprise, Inc. ATTN: Contracts 17800 N. 85th Street Scottsdale, Arizona 85255 <a href="mailto:contracts@axon.com">contracts@axon.com</a>	AGENCY:	Charles Adams City Attorney City of Sheboygan 828 Center Ave. Suite 304 Sheboygan, WI 53081
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**24.15 Entire Agreement.** This Agreement and the quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

**24.16 Counterparts.** If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

**Axon Enterprise, Inc.**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Agency**

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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R. O. No. 125 - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Michael C. Szente requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor.

RUPS

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CITY CLERK

Date: 9.17.18

My name is: Michael C. Szente

I am requesting a waiver to the Sexual Residency Requirements so I may live at:  
Superior Manor

Signature: Michael C. Szente

Phone Number: 920.917.3780

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

**This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.**

**Thank you for all your cooperation in the matter.**

II

4.5

R. O. No. 126 - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from George Harris requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor, 1424 North 10<sup>th</sup> Street.

RHS

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CITY CLERK

SEP 19 '18 AM 10:27

Date: 9-10-18

My name is: George HARRIS

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

Superior Manor Apt  
1427 N. 10th Street  
Sheboygan, WI 53081

Signature: George Harris

Phone Number: 262-886-3214 ext. 1431 Social Worker

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

46

R. O. No. 127- 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Jane Wiensch requesting a waiver from the Sex Offender Residency requirements in order to reside at 1124B Erie Avenue.

AHPS

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CITY CLERK

Date: 9.22.18

My name is: Jane Wiensch

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1124 Berie AVE Shelbygan, WI. 53081

Signature: Jane Wiensch

Phone Number: 920-331-2126

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

**This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.**

**Thank you for all your cooperation in the matter.**

**II**

4.7

R. O. No. 128 - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Bradley Curler requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor - 1427 North 10<sup>th</sup> Street.

RAPS

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CITY CLERK

9-21-18 3:52pm

Date: 9-21-18

My name is: Bradley Curler

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

Superior Manor Apartments  
1427 N. 10<sup>th</sup> Street  
Sheboygan, WI 53081

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

Phone Number: \_\_\_\_\_

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

**This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.**

**Thank you for all your cooperation in the matter.**

II

4.8

R. O. No. 129 - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Stephen Grimm requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor - 1427 North 10<sup>th</sup> Street.

AHRB

\_\_\_\_\_  
CITY CLERK

9/21/18 3:52pm

Date: 9-21-18

My name is: Stephen Grimm

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

Superior Manor Apartments  
1427 N. 10<sup>th</sup> St  
Sheboygan, WI 53081

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

Phone Number: \_\_\_\_\_

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

**This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.**

**Thank you for all your cooperation in the matter.**

II

4.9

R. O. No. 130 - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Johnathan Pirwitz requesting a waiver from the Sex Offender Residency requirements in order to reside at 2606 Eisner Avenue.

JHP

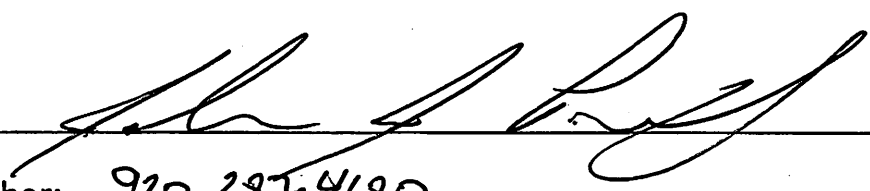
\_\_\_\_\_  
CITY CLERK

Date: 9-18-18

My name is: JOHNATHAN FIRWITZ

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

2606 EISPER AVE  
SHEBOYGAN WI 53083

Signature: 

Phone Number: 920.287.4180

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

4.10

II

R. O. No. 131-18-19. By CITY CLERK. October 1, 2018.

Submitting a communication from Jesse Allen requesting a waiver from the Sex Offender Residency requirements in order to reside at 1116 North 15<sup>th</sup> Street.

RUPS

\_\_\_\_\_  
CITY CLERK


SEP 25 '18 AM 10:40

Date: 9-23-18

My name is: Jesse Allen

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1116 N<sup>th</sup> 15<sup>th</sup> st Sheboygan, WI

Signature: 

Phone Number: 1-920-400-9919

**Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.**

**This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.**

**Thank you for all your cooperation in the matter.**

II

4.11

R. O. No. 132 - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Gustave K. Benson requesting a waiver from the Sex Offender Residency requirements in order to reside at 3402 Wilgus Avenue.

LUPS

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CITY CLERK

Date: 9-20-18

My name is: Gustave K Benson

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

3402 Wilgus Ave Sheboygan 53081

Signature: Gustave Benson

Phone Number: \_\_\_\_\_

Please contact Agent Josh Butzen  
@ 918-7894

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

4.12

R. O. No. 133 - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a communication from Tylor Thompson requesting a waiver from the Sex Offender Residency requirements in order to reside at 3402 Wilgus Avenue.

RTPS

\_\_\_\_\_  
CITY CLERK

SEP 26 '18 AM 11:35

Date: 9/26/18

My name is: Tylor Thompson

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

3402 Wilgus Ave. Sheboygan WI 53081

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

Phone Number: \_\_\_\_\_

Please contact Agent Josh Butzen at 920-918-7894 regarding this as Mr. Thompson is currently incarcerated.

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

IX

5.9

R. C. No. 111 - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 20, 2018.

Your Committee to whom was referred Gen. Ord. No. 8-18-19 by Alderpersons Donohue and Rindfleisch repealing Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions"; submits to council with no committee recommendation.

*ref  
refer back to RHPs*

*[Signature]*  
\_\_\_\_\_

*[Signature]*  
\_\_\_\_\_

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

~~X~~

6.2

Gen. Ord. No. 8 - 18 - 19. By Alderpersons Donohue and Rindfleisch.  
July 16, 2018.

AN ORDINANCE repealing Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions."

WHEREAS, in recent years, several communities in Wisconsin have had their Sexual Offender Residency Restrictions ruled unconstitutional by state and federal courts because of concerns that such ordinances do not provide clear evidence that the restrictions protect citizens and concerns regarding due process; and

WHEREAS, the Wisconsin Legislature has pre-empted municipalities from regulating the residency of the most dangerous sexual offenders, instead imposing its own restrictions; and

WHEREAS, the primary purpose of Sheboygan's restrictions are to provide notice to neighbors regarding offenders who are moving to their neighborhood, and current statutes already provide neighbors and potential neighbors with such information; and

WHEREAS, an all-too-common effect of denial of residency is homelessness, a circumstance that is more dangerous not only for convicted offenders but for all citizens; and

WHEREAS, it is the sense of the council that it would be better to allow the Sheboygan Police Department to focus on informing and protecting neighbors and allowing the professionals with the Department of Corrections to focus on providing the best and safest alternative residences for those who would be affected by Sheboygan's restrictions.

THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Article VIII of Chapter 70 of the Municipal Code is hereby repealed.

*RHS*  
*no recommendation*  
*lay over until 8-20-18*

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Ronald Riefers  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Ordinance 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