

*****ATTACHMENTS*****

CITY OF SHEBOYGAN**LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE MINUTES****AUGUST 13, 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, Fire Chief Michael Romas, Police Chief Christopher Domagalski, Captain Kurt Brassler, Director of Planning and Development Chad Pelishek, Legal Assistant Kathy Hoffman

OTHERS PRESENT: Parole Agent Sara Peters, Macaulay Krueger

1. OPENING OF MEETING

1.1 Roll Call

1.2 Call to Order

Chair Alderperson Mary Lynne Donohue called the meeting to order at 5:08 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 - July 25, 2018

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to approve the minutes of the previous meeting held July 25, 2018. Motion carried 4-0.

3. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

3.1 Quarterly Performance Report for the Department of City Development: Building Inspection Department (discussion only)

Director of Planning and Development Chad Pelishek reviewed the Building Inspection Department's quarterly performance report for the second quarter of 2018.

3.2 Quarterly Performance Report for City Attorney's Office (discussion only)

City Attorney Charles Adams reviewed the City Attorney's Office quarterly performance report for the second quarter of 2018.

3.3 R.O. No. 88-18-19 (8-6-18) by Chief of Police submitting the Police Department's quarterly report of Benchmark Measurements for the period commencing April 1, 2018 and ending June 30, 2018

8-17-18 Notified Clerk to release. 9:10 A.M.

Chief Domagalski reviewed the Police Department's report of Benchmark Measurements for the second quarter of 2018.

Motion by Alderperson Rindfleisch, seconded by Alderperson Sorenson, to accept and file the report. Motion carried 4-0.

3.4 R.O. No. 89-18-19 (8-6-18) by Fire Chief submitting the Fire Department's quarterly report of Benchmark Measurements for the period commencing April 1, 2018 and ending June 30, 2018

Chief Romas reviewed the Fire Department's report of Benchmark Measurements for the second quarter of 2018.

Motion by Alderperson Sorenson, seconded by Alderperson Rindfleisch, to accept and file the report. Motion carried 4-0.

3.5 Res. No. 68-18-19 (DIRECT REFERRAL) A Resolution authorizing the Sheboygan Fire Department to enter into an Access and Indemnity Agreement with Cargill Incorporated regarding limited access to property for the specific purpose of conducting firefighter and confined space training exercises

Chief Romas spoke regarding the training exercises and agreement.

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to approve the resolution. Motion carried 4-0.

3.6 R.O. No. 59-18-19 (6-18-18) Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020. Bev. Op. Lic. [NEW] App. No. 2259 (Gifty Gilman)

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to file the application of Bev. Op. Lic. App. No. 2259 (Gifty Gilman) as she has abandoned her application, thereby withdrawing it. Motion carried 4-0.

3.7 R.O. No. 82-18-19 (7-16-18) Submitting various license applications for the period ending December 31, 2018 and June 30, 2020. Bev. Op. Lic. App. No. 2334 (Wesley S. Melton)

Motion by Alderperson Sorenson, seconded by Alderperson Mitchell, to hold Bev. Op. Lic. App. No. 2334 (Wesley S. Melton). Motion carried 4-0.

3.8 R.O. No. 98-18-19 (8-6-18) Submitting various license applications for the period ending December 31, 2018 and June 30, 2020

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

3.9 R.O. No. 90-18-19 (8-6-18) Submitting a communication from Jeremy Faust requesting a waiver from the Sex Offender Residency requirements in order to reside at 1629 Kentucky Avenue

Jeremy Faust was not present. Captain Brassler indicated that Mr. Faust's parole agent had provided Mr. Faust with an incorrect meeting date.

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

3.10 R.O. No. 91-18-19 (8-6-18) Submitting a communication from William Evans requesting a waiver from the Sex Offender Residency requirements in order to reside at 2227A Kroos Court

William Evans was not present. Captain Brassler indicated that Mr. Evans had refused to provide Lt. Teunissen with all necessary information.

Motion by Alderperson Rindfleisch, seconded by Alderperson Sorenson, to deny the waiver. Motion carried 4-0.

3.11 R.O. No. 92-18-19 (8-6-18) Submitting a communication from Michael W. Slinker requesting a waiver from the Sex Offender Residency requirements in order to reside at 1805 Geele Avenue

Michael W. Slinker was not present. Agent Peters indicated that Mr. Slinker is presently incarcerated and will be released on August 14, 2018. He will go to the TLP for a few weeks and then transition to the apartment at 1805 Geele Avenue.

Motion by Alderperson Rindfleisch, seconded by Alderperson Donohue, to approve the waiver for 1805 Geele Avenue without withdrawing the prior TLP approval. Motion carried 3-0-1 (Alderperson Sorenson - abstain).

3.12 R.O. No. 93-18-19 (8-6-18) Submitting a communication from DCC Probation and Parole on behalf of Macaulay Krueger requesting a waiver from the Sex Offender Residency requirements in order to be placed at a TLP located at 930A Michigan Avenue

Macaulay Krueger was present and spoke.

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

4. NEXT MEETING DATE

4.1 Next meeting date will be August 29, 2018

The next committee meeting is scheduled to be held on August 29, 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 5:46 p.m. Motion carried 4-0.

III

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Res. No. 81 - 18 - 19. By Alderperson Donohue. August 29, 2018.

A RESOLUTION authorizing the Sheboygan Fire Department to enter into a Right of Entry and Release Agreement with Wisconsin Power and Light Company regarding rescue training to be conducted at Wisconsin Power and Light Company's facility at Edgewater Generating Station.

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Fire Department is authorized to execute the Right of Entry and Release Agreement, a copy of which is attached hereto.

RHPS

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

RIGHT OF ENTRY AND RELEASE AGREEMENT

This Right of Entry and Release Agreement ("Agreement") is entered into this _____ day of _____, 2018 ("Effective Date") by and between Wisconsin Power and Light Company ("WPL" or "Owner") and City of Sheboygan Fire Department, Wisconsin (the "User"). WPL and the User may also be referred to in this Agreement as a "Party" and collectively as the "Parties."

BACKGROUND

- A. WPL operates the Edgewater Generating Station located on the property at 3739 Lakeshore Drive, Sheboygan, WI 53081 ("Edgewater");
- B. WPL has contracted with CMC Rescue, Inc., to provide training to WPL's employees on confined spaces and high-angle rescues at Edgewater ("Rescue Training"). The Rescue Training will consist of both classroom time and hands-on exercises at Edgewater. The Rescue Training will involve the use of WPL's rescue equipment that has been inspected, certified, and calibrated, and it will not involve chemicals or hazardous substances; and
- C. Both Parties desire for User's employees to participate in the Rescue Training, because the Rescue Training will allow User's employees to become familiar with WPL's facility at Edgewater. Such familiarity is critical to executing a successful rescue in the event of an actual emergency rescue.

AGREEMENT AND RELEASE

In consideration of the mutual agreement contained herein and for other good and valuable consideration, the Parties agree as follows:

1. *Right of Entry.* Subject to the User's compliance with following procedure, WPL grants the User the temporary right to have User's employees enter Edgewater for the purpose of participating in the Rescue Training on the dates where Rescue Training is scheduled.

2. *Indemnification and Release.*

2.1 The User shall indemnify WPL, its affiliates and their respective officers, employees, directors, insurers and agents (for purposes of this Section 2, collectively "WPL") from any claims, suits, penalties, causes of action, costs and expenses (including attorneys' fees) caused by or arising out of the User's employee's use of Edgewater during the Rescue Training, except where caused by the sole negligence or willful misconduct of WPL.

2.2 The provisions of this Section 2 shall survive the expiration or any earlier termination of this Agreement.

3. *Insurance.* The User is self-insured for Workers Compensation and agrees to waive subrogation in favor of the Owner. During the Term of Agreement, WPL shall procure and maintain in effect Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

4. *Term and Termination.* This Agreement shall commence on the Effective Date and shall remain in effect until December 31, 2021, provided that WPL may terminate this Agreement at any time, with or without cause, by providing the User with five (5) days advance notice.

5. *Miscellaneous.*

5.1 Waiver and Severability. If any provision of this Agreement is declared void or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect. No failure or delay of either Party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein.

5.2 Counterparts and Third Party Beneficiaries. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The use of facsimile or PDF signatures for the execution of this Agreement shall be legal and binding and shall have the same force and effect as if originally signed. Other than WPL's affiliates, there is no third party beneficiary of this Agreement, and the provisions of this Agreement do not impart enforceable rights to anyone who is not a party.

5.3 Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Wisconsin, and any actions proceedings or claims brought by either Party against the other and arising out of this Agreement must be brought in the state or federal courts located in Madison, Wisconsin.

5.4 Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof, and no representations, promises or other agreements, whether oral or written, not contained herein shall be of any force or effect. This Agreement may be amended only by a writing signed by both Parties.

5.5 Successors and Assigns. The User shall not assign, delegate, transfer, subcontract or sublet this Agreement or any part thereof, whether voluntarily or by operation of law, without the prior written consent of WPL, which consent may be withheld in the WPL's sole discretion, and any assignment, transfer, sublet or subcontract made in violation of the foregoing shall be void and of no effect. The interests, rights, powers, duties and liabilities of the Parties shall be binding upon, and shall inure to the benefit of, the respective successors and permitted assigns of the Parties.

5.6. Inspection, Certification, and Calibration of Equipment. WPL represents and warrants that all equipment owned by WPL which will be used in the Rescue Training ("Equipment") has been inspected, certified, and calibrated. WPL will provide copies of any inspection and certification documents upon request of User. Notwithstanding any other provision in this Agreement, if the Equipment is not inspected, certified, and calibrated, and User's employees suffer any loss, WPL shall indemnify User and User's employees from that loss. The provisions of this Section 5.6 shall survive the expiration or any earlier termination of this Agreement.

5.7 No Chemicals or Hazardous Substances. WPL represents and warrants that there will be no chemicals or hazardous substances used in the Rescue Training. Notwithstanding any other provision in this Agreement, if chemicals or hazardous substances are used in the training, and User's employees suffer any loss, WPL shall indemnify User and User's employees from that loss. The provisions of this Section 5.7 shall survive the expiration or any earlier termination of this Agreement.

IN WITNESS WHEREOF each Party has caused its duly authorized representative to execute this Agreement in manner and form sufficient to bind the Parties.

USER:

City of Sheboygan Fire Department

By: _____

Name: _____

Title: _____

OWNER:

Wisconsin Power and Light Company

By: _____

Name: _____

Title: _____

**FISCAL YEAR 2018 JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SHEBOYGAN AND
THE COUNTY OF SHEBOYGAN
(Local Solicitation)**

THIS AGREEMENT is made and entered into this _____ day of August, 2018, by and between the City of Sheboygan, acting by and through its governing body, and the County of Sheboygan, by and through its governing body (hereinafter referred to as CITY and COUNTY, respectively), both of Sheboygan County, State of Wisconsin,

WITNESSETH

WHEREAS, this Agreement is made under the authority of the intergovernmental cooperation statute, Wis. Stat. § 66.0301; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public; and

WHEREAS, CITY agrees COUNTY will be the fiscal agent for the fiscal year 2018 Justice Assistance Grant ("JAG") Program funds (local solicitation) award; and

WHEREAS, CITY and COUNTY believe it to be in their best interests to allocate the JAG funds for certain equipment for the City Police Department and the County Sheriff's Department, respectively.

NOW, THEREFORE, CITY and COUNTY agree as follows:

Section 1. CITY agrees COUNTY will be the fiscal agent for the fiscal year 2018 JAG program funds (local solicitation) and COUNTY shall be responsible for providing results measuring data as required under the Government Performance and Results Act of 1993 (GPRA), and the GPRA Modernization Act of 2010, P.L. 111-352. CITY will cooperate with County in protecting such data in its possession to allow COUNTY to fulfill these requirements.

Section 2. COUNTY and CITY agree to split the grant funds as follows and share the equipment purchased therewith as mutually agreed between the City Police Department and the County Sheriff's Department for law enforcement equipment:

Grant Total	\$15,154.00
City Portion	7,577.00
County Portion	7,577.00

Section 3. CITY and COUNTY agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorneys' fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in

performing the services pursuant to this agreement including any liability arising as a result of a failure to comply with the legal requirements the parties agreed to adhere to upon acceptance of an award, all as summarized at www.ojp.usdoj.gov/funding/otherequirements.htm. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4. Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein and further, this Agreement shall not create any rights in any party not a signatory hereto.

APPROVED by the parties through signature of the following officials:


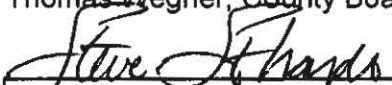
CITY OF SHEBOYGAN:

Michael J. Vandersteen, Mayor

Christopher Domagalski, Chief of Police

Date
8/22/2018
Date

COUNTY OF SHEBOYGAN:


Thomas Wegner, County Board Chair

Steve Steinhardt, Emergency Management
Director

8-21-18
Date
8-21-18
Date

III

4.4

Res. No. 74 - 18 - 19. By Alderperson Donohue. August 20, 2018.

A RESOLUTION authorizing application for the 2018 Justice Assistance Grant Program Award (Local Solicitation) and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$15,154 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions, and

WHEREAS, in order to obtain the grant in the amount of \$15,154, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing, and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement;

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2018 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan under terms similar to previous memoranda of understanding with Sheboygan County for previous similar grant award sharing.

LHP

Jay Lynn Donohue

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

CITY OF SHEBOYGAN

**REQUEST FOR LICENSING, HEARINGS and PUBLIC SAFETY COMMITTEE
CONSIDERATION**

ITEM DESCRIPTION: Resolution to Authorize Application for the 2018 Justice Assistance Grant Program Award.

REPORT PREPARED BY: Christopher Domagalski, Chief of Police

REPORT DATE: August 15, 2018

MEETING DATE: August 29, 2018

FISCAL SUMMARY:

Budget Line Item: N/A
Budget Summary: N/A
Budgeted Expenditure: N/A
Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is a provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides local units of government with critical funding necessary to support a range of program areas including technology improvement. Funds are awarded on a formula basis and eligible applicants are limited to units of local government that appear on the allocations list. The City of Sheboygan and Sheboygan County are eligible to obtain a grant in the amount of \$ 15,154. To obtain the funds the City and County must enter into a Memorandum of Understanding and share the proceeds.

STAFF COMMENTS:

The City and the County have a long history of entering into a Memorandum of Understanding and sharing the proceeds of this grant. Application for this grant will allow the Police Department to leverage federal resources to purchase two semi rugged laptop computers and docking stations for use in police department squads.

ACTION REQUESTED:

Motion to recommend to the council to approve and authorize the Chief of Police and Mayor to execute the 2018 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan.

ATTACHMENTS:

- I. Res. No. 00-18-19

II

Other Matters

8.1

R. O. No. 105 18 - 19. By CITY CLERK. August 20, 2018.

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

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9783	Bakewell, Brianna L.	2103 S. 7 th Street
2371	Crandell, Danette M.	530 S. 13 th Street
1511	Donath, Kayla A.	1824 Washington Avenue
2373	Harms, Shelly A.	1619A Nagle Avenue, Manitowoc
2367	Huibregtse, Samantha A.	1124 Erie Avenue
2368	Klunck, Quintin T.	1422 S. 19 th Street
2375	Krahenbuhl, Joshua M.	1229 S. 7 th Street Apt. 1
2374	Mattson, Taryn M.	N9001 Dairyland Drive, Cleveland
7963	Mehn, Sydney R.	625A Leavens Avenue, Sheboygan Falls
2372	Nelson, Sara J.	1810 N. 9 th Street
2370	Peaine, Alexxus R.	1019 N. 12 th Street
2376	Ward, Carrissa A.	1432A Superior Avenue
4783	Zimmerman, Leslie J.	1542 Sibley Court

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus	1132 N. 8 th Street - Two day event 09/14/18-09/15/18 to include the parking lot south of the Holman building and part of the alleyway south of said parking lot. The entire 8 th Street Ale Haus parking lot up to and including a portion of the alleyway that abuts it on its southern end. The parking lot is on 8 th Street and starts at the Southern edge of the building located at 1122 N. 8 th Street (the Gaming Generations business). This is a Space of approximately 110ft by 45ft. On the southern end is the alley way that intersects with 8 th and 9 th Street and is between Erie and St. Claire Ave. We also request a portion of said alleyway from 8 th Street entrance to approximately 130ft west for use of the event.

AIPS.

3056 Gotta Getcha In Oasis	840 Wilson Avenue - One day event to be held 09/07/18 to include parking lots to the North, West, East and South of the business.
3056 Gotta Getcha In Oasis	840 Wilson Avenue - One day event to be held 09/25/18 to include parking lots to the North, West, East and South of the business.
3117 Harbor Lights IV	434 Pennsylvania Avenue - One day event to be held 09/22/18. I would like to close the 5 th St. road off for a Breast Cancer Benefit from Penn Ave to Franklin St. on the west side of Harbor Lights and have a one day festival.
2921 The Walkabout	2401 Calumet Drive - One day event to be held 09/08/18 to include driveway and grassy area north of building.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3353	Rendez-Vous	1332 S. 13 th Street