

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

**CITY OF SHEBOYGAN****COMMITTEE ON LAW AND LICENSING MINUTES****DECEMBER 13, 2016**

**MEMBERS PRESENT:** Chair Alderperson Susan Holzschuh, Vice Chair Alderperson Roman Draughon, Alderperson Mark Hermann, Alderperson Rosemarie Trester

**MEMBERS EXCUSED:** Alderperson Job Hou-Seye

**STAFF/OFFICIALS PRESENT:** City Attorney Charles C. Adams, Lt. William Adams, City Clerk Susan Richards, Mayor Michael Vandersteen, Kathy Hoffman

**OTHERS PRESENT:** Dave Repinski

**1. OPENING OF MEETING**

## 1.1 Call meeting to order

Chair Alderperson Holzschuh called the meeting to order at 2:34 p.m.

## 1.2 Pledge of Allegiance

The Pledge of Allegiance was recited.

## 1.3 Introduction of Committee members, staff and guests

## 1.4 Approval of the minutes of the November 29, 2016 meeting

Motion by Alderperson Trester, seconded by Alderperson Draughon, to approve the minutes of the previous meeting held November 29, 2016. Motion carried 4-0.

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

2.1 R.O. No. 156-16-17 (11-7-16) Submitting various license applications for the period ending December 31, 2016, December 31, 2017, June 30, 2017 and June 30, 2018. Various License Applications: Bev. Op. Lic. App. No. 1297 (Miranda R. Schmidt)

Miranda R. Schmidt failed to appear before the committee.

Motion by Alderperson Draughon, seconded by Alderperson Trester, to deny the license application based upon Ms. Schmidt's failure to accurately reveal all relevant convictions on her beverage operator's license application, her record of violations related to the licensed activity, her record as a repeat law violator, and her failure to cooperate with the committee. Motion carried 4-0.

2.2 R.O. No. 163-16-17 (11-21-16) Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018. Various License Applications: Taxicab Driver's Lic. [RENEW] App. No. 0741 (Jason J. Sarabia)

Jason J. Sarabia failed to appear before the committee.

Motion by Alderperson Draughon, seconded by Alderperson Trester, to request via certified mailing Mr. Sarabia's appearance before the committee at its January 10th meeting. Motion carried 4-0.

2.3 R.O. No. 175-16-17 (12-5-16) Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018

Motion by Alderperson Hermann, seconded by Alderperson Trester, to grant a license to Class "B" Beer and Class "C" Wine Lic. App. No. 3231-Saap Lai I (Consuelo Maria Neuaone, Agent). Motion carried 4-0.

Motion by Alderperson Hermann to grant a license with a warning to App. No. 4677. Motion died for lack of a second. Motion by Alderperson Trester, seconded by Alderperson Draughon, to call in Bev. Op. Lic. App. No. 4677 (Jamie L. Forey) to the January 10th meeting to discuss her application with the committee. Motion carried 4-0.

Motion by Alderperson Draughon, seconded by Alderperson Hermann, to grant a license to Bev. Op. Lic. App. No. 1595 (Nancy L. Mathison). Motion carried 4-0.

Motion by Alderperson Draughon, seconded by Alderperson Hermann, to call in Bev. Op. Lic. App. No. 9266 (Megan L. Minglana) to the January 10th meeting to discuss her application with the committee. Motion carried 3-1 (Alderperson Holzschuh – nay).

Motion by Alderperson Holzschuh, seconded by Alderperson Draughon, to call in Bev. Op. Lic. App. No. 1587 (Lesley M. Nicholas) to the January 10th meeting to discuss her application with the committee. Motion carried 4-0.

Motion by Alderperson Draughon, seconded by Alderperson Hermann, to grant a license to Taxicab Driver's Lic. [RENEW] App. No. 7788 (Shawn DeGroat). Motion carried 4-0.

Motion by Alderperson Hermann to grant a license to App. No. 1590. Motion died for lack of a second. Motion by Alderperson Trester, seconded by Alderperson Draughon, to call in Taxicab Driver's Lic. [RENEW] App. No. 1590 (Alex C. Rieger) to the January 10th meeting to discuss his application with the committee. Motion carried 3-1 (Alderperson Hermann – nay).

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

2.4 Discussion and possible action regarding law violations that may require future action by the Committee

CA Adams and Lt. Adams indicated that they had no such violations to report at this time.

### **3. CLOSING OF MEETING**

#### **3.1 Set time, date and place of next meeting**

The next committee meeting is scheduled to be held on January 10, 2017 at 2:30 p.m. in the Common Council Chambers located at City Hall, 828 Center Avenue. There is also a possibility that a meeting may need to be scheduled for December 27, 2016 if there are any license applications on the new R.O. that would require that a meeting be held prior to January 10th.

#### **3.2 Motion to adjourn**

Motion by Alderperson Draughon, seconded by Alderperson Trester, to adjourn at 2:48 p.m. Motion carried 4-0.

II

R. O. No. 163 - 16 - 17. By CITY CLERK. November 21, 2016.

Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018.

*Law & Lic*

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

CLASS A BEER LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3230	Mi Pueblito	1125 Michigan Ave.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3049	G & G Massage	2602 N. 15 <sup>th</sup> St.
2437	Paula Kuhn	1508 N. 27 <sup>th</sup> St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1569	Brotz, Jill E.	902 Mulberry Ln., Kohler
1581	Brunn, Silas M.	1326 Humboldt Ave.
1579	Degroot, Nikolas A.	908 Lincoln Ave.
1582	Klock, Megan M.	529 North St., Plymouth
4769	Meifert, Lisa M.	1336 North Ave.
1583	Simpson, Julia K.	919 N. 5 <sup>th</sup> St., #46
1570	Thao, Yoko	1534 Bell Ave.
1571	Vuittonet, Michael	1120 Lincoln Ave.

TAXICAB BUSINESS LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1911	Wheelchair Taxi	2516 Superior Ave.

TAXICAB DRIVER'S LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1564	Derrick, Ricci L.	422 Washington Ct.
1577	Derosier, Kelly R.	738 Forest Blvd., Sheb. Falls

TAXICAB DRIVER'S LICENSE (RENEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0570	Anderson, Anthony G.	1941 N. 12 <sup>th</sup> St.
9554	Champeau, Joseph P.	1821 S. 15 <sup>th</sup> St.
1116	Feigum, Winston L.	639 Monroe St., #307, Sheb. Falls
1509	Gordon, Jody L.	741 Acacia, Sheb. Falls
0952	Pineda, Berta	1812 S. 12 <sup>th</sup> St.
0741	Sarabia, Jason J.	1202 Alabama Ave.
1477	Shaffer, David C.	2407 S. 8 <sup>th</sup> St.

II

Other Matters

7.3

R. O. No. 175 - 16 - 17. By CITY CLERK. December 5, 2016.

Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018.

*Law + Lic*

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

CLASS "B" BEER (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3231	Saap Lai I	1402 S. 8 <sup>th</sup> St.

CLASS "C" WINE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3231	Saap Lai I	1402 S. 8 <sup>th</sup> St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2586	In Balance Therapeutics, LLC	832 N. 6 <sup>th</sup> St.
2792	Integrated Health Therapies	833 Pennsylvania Ave.

TAXICAB BUSINESS LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2997	Best Taxi, The	1937 S. Business Dr.
3215	Two Guys Taxi Service	1226A N. 8 <sup>th</sup> St.
3023	Yellow Cab	2917 N. 15 <sup>th</sup> St.
2509	Santana Limo	2724 Main Ave.
2572	Lakeshore Transportation	N5806 County Rd. M., Plymouth

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
4677	Forey, Jamie L.	1520 John Ct.
4542	Huenink, Jeffrey D.	138 Meadow Ridge Dr., Sheb. Falls
1591	Jahns, Joshua E.	3311 Main Ave.

1592 Madrigal, Debra	1623 Saemann Ave.
1595 Mathison, Nancy L.	1715 Illinois Ave.
9266 Minglana, Megan L.	4325 Morningview Ct., #K201
1587 Nicholas, Lesley M.	6514 Paradise LN., Sheb. Falls
1585 Norling, Veronica S.	2305 Wedemeyer St.
0551 Phillips, Lori A.	101 E. Mill St., #1, Plymouth
1589 Schmitt, Richard J.	1643 Andrae Cir.
1584 Schrimpff, Mykayla	3705 Sheridan Ave., #F3

TAXICAB DRIVER'S LICENSE (RENEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
6363	Brass, Thomas H.	3314 Mill Road
7788	DeGroat, Shawn	1614 S. 9 <sup>th</sup> St.
1532	Fiedler, Randy Bruce	40 Selma St., Plymouth
0211	Herren, Richard E.	2217 Sunflower Ave.
0712	Lopez, Jose D.	3022 N. 8 <sup>th</sup> St.
1590	Rieger, Alex C.	2206 Sunflower Ave.
6913	Rios, Ricardo	2619A N. 8 <sup>th</sup> St.
0142	Waraich, Jesse Singh	N6233 Woodland Rd.
7731	Santana, Reynel	2724 Main Ave.

~~IX~~

6.1

Gen. Ord. No. 34 - 16 - 17. By Alderpersons Donohue and Wolf.  
December 19, 2016.

AN ORDINANCE repealing and recreating Section 2-35 of the Municipal Code relating to privilege of the floor at Common Council meetings so as to give the city administrator and the director of planning and development the privilege of the floor.

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

Section 1. Section 2-35 of the Municipal Code, entitled "Privilege of the floor," is hereby repealed and recreated to read as follows:

"Sec. 2-35. *Privilege of the floor.*

The following persons, and no others, shall be admitted to that portion of the council chambers reserved to the members during the sessions thereof: the mayor, the city clerk, the city administrator, the chief of police or such other police officer in attendance, members of the department of engineering and public works, the city attorney, the city finance director/treasurer, the director of planning and development, editors of newspapers published within the city, reporters for the press who confine themselves to their professional duties, and such other persons as the presiding officer, upon the order of the council, may invite."

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.

*Law & Lic.*

  
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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

III

4.4

Res. No. 159- 16 - 17. By Alderpersons Holzschuh and Draughon.  
December 19, 2016.

A RESOLUTION authorizing the City Attorney to enter into a Settlement Agreement with the United States of America regarding the accessibility of polling places.

WHEREAS, the policy of the City of Sheboygan is to provide barrier-free access to all of the City's polling places, and to comply with Title II of the Americans with Disabilities Act and assure that all of its voters have equal opportunity to participate in its voting programs, services, and activities; and

WHEREAS, the United States Department of Justice randomly chose to investigate two cities in the Eastern District of Wisconsin for an investigation of polling place access issues pursuant to Title II, one of which was Sheboygan; and

WHEREAS, the City and the United States have negotiated a settlement agreement to ensure continued compliance with the Americans with Disabilities Act.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney is authorized to execute a Settlement Agreement with the United States of America regarding the accessibility of polling places, a copy of which is attached.

*Law & Inc*

  
\_\_\_\_\_  
*Rose Marie Steiler*

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

**SETTLEMENT AGREEMENT  
BETWEEN THE UNITED STATES OF AMERICA  
AND THE CITY OF SHEBOYGAN  
REGARDING THE ACCESSIBILITY OF POLLING PLACES**

This settlement agreement (the "Agreement") is entered into between the United States of America and the City of Sheboygan (collectively, the "Parties").

**BACKGROUND**

1. The United States Department of Justice (the "Department") opened an investigation of the City of Sheboygan (the "City") under Title II of the Americans with Disabilities Act of 1990, as amended ("ADA"), 42 U.S.C. §§ 12131 – 12134, and Title II's implementing regulation, 28 C.F.R. pt. 35, to determine the physical accessibility of City's polling places for people with mobility and vision disabilities. Title II of the ADA prohibits a public entity from excluding individuals with disabilities from participation in or denying them the benefits of its voting program or subjecting them to discrimination on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a) & 35.149. Title II also prohibits a public entity from selecting facilities to be used as polling places that have the effect of excluding individuals with disabilities from or denying them the benefits of the voting program or otherwise subjecting them to discrimination. 28 C.F.R. § 35.130(b)(4). Title II requires a public entity to administer its services, programs, and activities in the most integrated setting appropriate to the needs of qualified individuals with disabilities. 28 C.F.R. § 35.130(d).
2. The City is a "public entity" within the meaning of the ADA, 42 U.S.C. § 12131(1), and 28 C.F.R. § 35.104, and is, therefore, subject to Title II of the ADA, 42 U.S.C. §§ 12131-12134, and its implementing regulation, 28 C.F.R. pt. 35.
3. The Department is authorized under the ADA to determine the City's compliance with Title II of the ADA and Title II's implementing regulation and to resolve this matter by informal resolution, such as through the terms of this settlement agreement. If informal resolution is not achieved, the Department is authorized to issue findings, and, where appropriate, to negotiate and secure voluntary compliance agreements. 28 C.F.R. pt. 35, Subpart F. The Attorney General is authorized, under 42 U.S.C. § 12133, to bring a civil action to enforce Title II of the ADA.
4. The City, through the office of its Clerk, is responsible for reviewing the accessibility of each polling place and selecting each polling place. The City has 9 polling place locations for election day or early voting.
5. During the April 5, 2016 election, the Department surveyed all of the City's polling place locations. The Department found that several of the City's polling places contained conditions that were potential barriers to access for individuals with disabilities; the Department thus concluded that the City violated Title II by failing to select facilities to be used as polling places that are accessible to persons with disabilities. The City does not agree that it violated Title II but states its policy is to provide barrier-free access to all the City's polling places, and agrees to comply with Title II and assure that all of its

voters have equal opportunity to participate in its voting programs, services, and activities.

## **TERMS OF SETTLEMENT**

### **Consideration**

6. In consideration of the mutual promises contained in this Agreement, which the parties acknowledge constitute good and valuable consideration, and to avoid the costs, expenses, and uncertainty of litigation, the Parties, intending to be legally bound, enter into this Agreement.

### **Definitions**

7. "Accessible on Election Day" means that a polling place is compliant with the 2010 ADA Standards for Accessible Design ("2010 Standards") on Election Day, whether such compliance is achieved through permanent architectural measures or through the use of temporary measures such as those provided for in Paragraph 17 below.
8. "Effective Date" of this Agreement is the date of the last signature below.
9. "Election" or "Election Day" as used in this Agreement shall include both the period of Early Voting and Election Day.
10. "Election Day Surveyors" or "EDSs" are City personnel (or contractors) who will review compliance at polling place locations where temporary measures are to be implemented on Election Day.

### **Obligations of City**

#### **A. Accessible Voting Program**

11. The City shall not exclude individuals with disabilities from participating in or deny them the benefits of the voting program, or subject them to discrimination, on the basis of disability. 42 U.S.C. § 12132; 28 C.F.R. §§ 35.130(a) & 35.149. The City shall select facilities to be used as polling places that do not exclude individuals with disabilities from or deny them the benefits of the polling place, or otherwise subject them to discrimination. 42 U.S.C. § 12132; 28 C.F.R. § 35.130(b)(4). The City shall administer its voting program in the most integrated setting appropriate to the needs of persons with disabilities. 28 C.F.R. § 35.130(d).
12. For all elections occurring after the Effective Date of this Agreement, the City will implement temporary measures to remediate issues at polling places where it has no ability to implement permanent measures to prevent potential barriers for access.
13. The City has implemented permanent measures to remediate all issues at City-owned and/or City-operated polling places.

14. Nothing in this Agreement limits the City from making ADA-compliant, permanent modifications to its polling place locations instead of providing temporary remedial measures or relocating a polling place location.
15. The City shall maintain in operable working condition on Election Day those features of facilities and equipment (including, but not limited to, permanent equipment such as lifts and elevators, and temporary equipment such as portable ramps, traffic cones, signs, wedges, and door stops) that are required to make polling places accessible to and usable by persons with disabilities. 28 C.F.R. § 35.133(a). If circumstances arise such that a polling place location that was previously accessible is no longer accessible because a feature of the facility or equipment is no longer operable, then the City shall purchase new equipment or relocate the polling place to an alternative, accessible location pursuant to the process established in Paragraph 18 of this Agreement. If remediation or relocation to an accessible facility is impossible, as agreed to by the United States, then the City agrees to comply with Title II's program accessibility requirements.
16. The City will cooperate fully with the United States' efforts to monitor compliance with this Agreement, including, but not limited to, providing the United States with timely access to polling places (including on Election Day), maps, surveys, and other requested information.
17. The City agrees that the following measures are reasonable and will be implemented where necessary to make an otherwise inaccessible polling place accessible on Election Day. The list of measures is not exhaustive; the City may propose other reasonable temporary measures subject to the review and approval of the United States.
  - a. Portable ramps (including curb ramps) up to and including ramps six feet long, with side edge protection.
  - b. Portable wedges or wedge ramps.
  - c. Floor mats.
  - d. Traffic cones.
  - e. Relocating furniture or other moveable barriers.
  - f. Door stops.
  - g. Propping open doors.
  - h. Unlocking doors.
  - i. Signage, including parking signage.
  - j. Portable buzzers or door bells.
  - k. Removing astragals (door posts) that are not a permanent part of the structure from doorways.

**B. Survey and Review of Polling Place Locations**

18. For all elections occurring after the Effective Date of this Agreement, the City shall review any newly proposed polling place location to determine whether it is accessible to persons with disabilities or could be made accessible on Election Day through the use of the remedial measures provided for in Paragraph 17 of this Agreement or through permanent modifications. In the event that the City decides to use a new polling place location, it will inform the United States of that decision within 45 days. Upon request, the City will meet and confer with the United States concerning any potential issues at any new polling place location selected by the City. If the issue cannot be resolved to the United States' satisfaction, the City will propose another polling place location subject to the notification and review process provided by this paragraph.
19. If the City finds that it cannot implement a previously agreed to or approved remedial measure regarding a specific polling place location, the City will immediately notify the United States and, upon request, meet and confer with the United States. If the issue cannot be resolved to the United States' satisfaction, the City will relocate the polling place location to an alternative accessible location pursuant to the process established by Paragraph 18 of this Agreement.

**C. Training**

20. Prior to each election during the term of this Agreement, as part of its training program for election officers and poll workers (hereinafter, "election officials"), the City will provide training concerning temporary remedial measures, including: (a) why such measures are necessary; (b) how the measures must be implemented (*e.g.*, how to install ramps, the placement of mats over, and not in front of, thresholds); and (c) a description of the role of the City's Election Day Surveyors (EDSs), as set forth in Paragraph 23 of this Agreement, and the need to follow the instructions of the EDSs regarding the implementation of temporary measures on Election Day.
21. After the first election occurring after the Effective Date of this Agreement, and for each election thereafter during the term of this Agreement, the City will identify each election official whose polling place was the subject of a report from the previous election indicating that a temporary modification was not implemented properly and will explain the noncompliance to the election official and what must be done to remedy the identified issue(s) on Election Day. The election official will be asked to initial the noncompliance report.
22. Prior to each election during the term of this Agreement, the City will provide training to all EDSs designated pursuant to Paragraph 23 of this Agreement. The training of the EDSs will address: (a) temporary measures, including why they are needed and how the measures must be implemented (*e.g.*, how to install ramps, the placement of mats over, and not in front of, thresholds); (b) how to resolve errors in the implementation of temporary measures on Election Day; (c) how to document the implementation of temporary measures on Election Day; and (d) what the EDSs are required to do to implement the requirements of this Agreement.

**D. Election Day Compliance Review**

23. Beginning with the first election occurring after the Effective Date of this Agreement, and throughout the duration of this Agreement, the City will designate City personnel (or contractors) as EDSs to review compliance at the polling place locations, including locations where temporary measures are to be implemented on Election Day.

**E. Enforcement Provisions**

24. If at any time one of the Parties to this Agreement desires to modify any portion of this Agreement, it will promptly notify the other Party in writing, setting forth the facts and circumstances thought to justify modification and the substance of the proposed modification. The Party receiving a request to modify the Agreement will not unreasonably delay notifying the requesting Party as to whether it will agree to the proposed modification. No modification will take effect unless and until the Parties memorialize the agreed upon modification in writing.
25. All notices, demands, or other communications, including reporting materials, to be provided under this Agreement shall be in writing and delivered by email or overnight delivery to the following persons and addresses (or such other persons and addresses as any party may designate in writing from time to time):

For the United States:

U.S. Attorney's Office  
Assistant United States Attorney Michael Carter  
517 E. Wisconsin Ave., Suite 530  
Milwaukee, WI 53202

For City of Sheboygan:

City Attorney's Office  
828 Center Ave., Suite 304  
Sheboygan, WI 53081-4442

26. The United States may review compliance with this Agreement at any time. If the United States believes that the City has failed to comply in a timely manner with any requirement of this Agreement, or that any requirement has been violated, the United States will so notify the City in writing and will attempt to resolve the issue in good faith. If the United States is unable to reach a satisfactory resolution of the issue within thirty (30) days of the date it notifies the City, the United States may file a civil action in federal district court to enforce the terms of this Agreement or take any other action to enforce Title II of the ADA.
27. Failure by the United States to enforce a deadline or provision in this Agreement will not be construed as a waiver of the United States' right to enforce any deadlines or provisions of this Agreement.
28. A copy of this document will be made available to any person by the City on request.
29. This Agreement shall be applicable to and binding upon the City, its officers, agents, employees, and assigns.

30. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement or promise, written or oral, made by any party or agents of any party, that is not contained in this written Agreement, including its attachments, shall be enforceable.
31. This Agreement is limited to resolving claims under Title II of the ADA related to the facts specifically set forth in Paragraphs 1-5 above concerning physical accessibility of polling places. Nothing in this Agreement relates to other provisions of the ADA or affects the City's obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities.
32. This Agreement will remain in effect for three years from the Effective Date.
33. The person signing for the City represents that he or she is authorized to bind the City to this Agreement.

FOR THE UNITED STATES:

GREGORY J. HAANSTAD  
United States Attorney

By: \_\_\_\_\_

Date: \_\_\_\_\_

MICHAEL A. CARTER  
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Eastern District of Wisconsin  
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Michael A. Carter@usdoj.gov

FOR CITY OF SHEBOYGAN:

By: \_\_\_\_\_

Date: \_\_\_\_\_

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II

R. O. No. 188 - 16 - 17. By CITY CLERK. December 19, 2016.

Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018.

*Law Lic*

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

CHANGE OF AGENT

John Stange is replacing Jane Stange as agent for Pier 17 located at 539 Riverfront Dr. effective immediately.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	JMKAC	608 New York Ave. - one-day event to be Held 1/28/17 to include current premise And the Sculpture Garden and the circle Drive way.

MESSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2258	Curative Therapies LLC	2829 N. 15 <sup>th</sup> St.
2441	Darling Therapies	604 Erie Ave.
2180	Donna Grady - Massage Therapy	809 N. 8 <sup>th</sup> St.
2871	Hands In Motion	4027 S. Business Dr.
2868	Intouch	314 Niagara Ave.
1701	Salon Sase	631 Riverfront Dr.
3232	Simply Altruistic Mass. Studio	604 Erie Ave.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1598	Aumann, Katherine L.	622 Colgate Rd., Colgate
1599	Cunigan, Deborah A.	728 State Rd. 57, Lot #40, Plymouth
1606	Curry, Zachary R.	830 Dillingham Ave.
1564	Derrick, Ricci L.	422 Washington Ct.
1594	Gabrielse, Faith A.	713 N. 4 <sup>th</sup> St.
1611	Gee, Victoria R.	1627 Martin Ave.
1603	Jochimsen, Cole D E	2710 Lakeshore Dr.
5528	Mehre, Stephanie A.	872 Weeden Creek Rd.
1613	Ploetz Huston, Melissa Ann	2704 Cty Rd. V

TAXICAB DRIVER'S LICENSE (**NEW**) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1612	Finck, Jason P.	923 Lincoln Ave.
6324	Nelson, Jon D.	1512 N. 35 <sup>th</sup> St., #101
1608	Pacheco, Angel Miguel	909 Ontario Ave., #E15

TAXICAB DRIVER'S LICENSE (**RENEW**) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
9948	Hernickle, Pamela A.	1533A New Jersey Ave.
9814	Torres Maldonad, Silvestre	1833 N. 20 <sup>th</sup> St.

II

Other Matters

8.1

R. O. No. 194 - 16 - 17. By CITY CLERK. January 3, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018.

*Law & Co.*

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

FERMENTED MALT BEVERAGE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3235	Harvest Café	502 S. 8 <sup>th</sup> St.

CLASS "C" WINE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3235	Harvest Café	502 S. 8 <sup>th</sup> St.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1205	Jomaji Salon & Spa	682 South Pier Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1631	Daniels, Richard J.	818 Pennsylvania Ave., #202
1621	Hameister, Brian L.	1314 N. 12 <sup>th</sup> St.
1624	Holtz, Alyssa S.	3722 S. 17 <sup>th</sup> St.
0184	Hoppe, Jessica S.	1611 N. 24 <sup>th</sup> St.
1685	Kraus, Jeanne E.	2410 North Ave.
1633	Kraus, Kimberly K.	3322 N. 9 <sup>th</sup> St.
0739	Pantha, Bed P.	2420 S. 18 <sup>th</sup> St., #110
1616	Smith, Halei E.	2219 N. 7 <sup>th</sup> St.
1632	Theobald, Erika M.	2315 N. 6 <sup>th</sup> St.
1466	Walker, Sophia H.	1725 N. 12 <sup>th</sup> St.

TAXICAB DRIVER'S LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1627	Bassuener, Craig A.	104 Redtail Dr.
1614	Crane, Kenneth E.	829 Broadway Ave.
1622	Nelson, Gale D.	1420 S. 9 <sup>th</sup> St.
1626	Oliver II, Jimmie Anthony	2128 Schetter Ave.
1625	Rogelio, Jesse	1207 Kentucky Ave.

TAXICAB DRIVER'S LICENSE (RENEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
0536	Hendrikse, Randall D.	3746 N. 14 <sup>th</sup> St.
0343	Olsen, Michael D.	1330 N. 12 <sup>th</sup> St., #2
7805	Reiner, Michael G.	2419 N. 29 <sup>th</sup> St.
8860	Santana, Susan M.	2724 Main Ave.