



LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE AGENDA

July 13, 2026 at 4:30 PM

City Hall - Third Floor - Common Council Chambers, 828
Center Avenue, Sheboygan WI

This meeting may be viewed LIVE on:
Charter Spectrum Channel 990, AT&T U-Verse Channel 99
and: www.wcsssheboygan.com/vod.

It is possible that a quorum (or a reverse quorum) of the Sheboygan Common Council or any other City committees/boards/commissions may be in attendance, thus requiring a notice pursuant to State ex rel. Badke v. Greendale Village Board, 173 Wis. 2d 553, 494 N.W.2d 408 (1993).

Persons with disabilities who need accommodations to attend this meeting should contact the City Attorney's Office at 828 Center Avenue, Suite 210, Sheboygan, Wisconsin, Ph. 920-459-3917. Persons other than committee members who wish to participate remotely shall provide notice to the City Attorney's Office at Ph. 920-459-3917 by 12:00 p.m. on meeting day to be called upon during the meeting. All Committee members may attend the meeting remotely.

OPENING OF MEETING

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes**
Licensing, Hearings, and Public Safety Committee Meeting held on June 22, 2026

Special Licensing, Hearings, and Public Safety Committee Meeting held on June 29, 2026
5. **Public Comment**
Limit of three minutes per person with comments limited to items on this agenda.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Res. No. 56-26-27 by Alderpersons Boorse and Heidemann authorizing the appropriate City officials to renew the Agreement for Urban Search and Rescue Emergency Response services for the period July 1, 2026, through June 30, 2028.
7. Res. No. 59-26-27 by Alderperson Boorse and Heidemann authorizing the appropriate City official to complete and sign Part G of Wisconsin Department of Revenue Form AB-105 submitted by Three Sheeps Brewing Company, LLC.

- [8.](#) Res. No. 55-26-27 by Alderpersons Boorse and Heidemann authorizing the creation of temporary Designated Outdoor Refreshment Areas during the 2026 IHRA Mercury Racing Midwest Challenge, August 6-9, 2026.
- [9.](#) Res. No. 46-26-27 by Alderpersons Boorse and Heidemann approving an alcohol beverage license transfer from place-to-place (Lush Lounge Two LLC).
- [10.](#) Res. No. 45-26-27 by Alderpersons Boorse and Heidemann approving beverage/tobacco licenses.
11. Discussion regarding available "Class B" liquor licenses.

TENTATIVE DATE OF NEXT REGULAR MEETING

12. Next scheduled meeting: July 27, 2026

ADJOURN MEETING

13. Motion to Adjourn

In compliance with Wisconsin's Open Meetings Law, this agenda was posted in the following locations more than 24 hours prior to the time of the meeting:

City Hall • Mead Public Library
Sheboygan County Administration Building • City's website

CITY OF SHEBOYGAN**LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE MINUTES****Monday, June 22, 2026**

OPENING OF MEETING**1. Call to Order**

The meeting was called to order at 4:30 p.m. by Chair Boorse.

2. Roll Call

Alderpersons present: Chair Boorse, Vice Chair Heidemann, Grawien, Kelly, Perrella – 5.

3. Pledge of Allegiance**4. Approval of Minutes**

Licensing, Hearings, and Public Safety Committee Meeting held June 8, 2026

MOTION TO APPROVE MINUTES FROM JUNE 8, 2026

Motion made by Heidemann, Seconded by Kelly.

Voting Yea: Boorse, Grawien, Heidemann, Kelly, Perrella – 5.

5. Public Comment

No one spoke.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Gen. Ord. No. 7-26-27 by Alderpersons Boorse and Heidemann amending section 24-338 of the Sheboygan Municipal Code so as to update the proposed fireworks display application deadline.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE ORDINANCE

Motion made by Heidemann, Seconded by Perrella.

Voting Yea: Boorse, Grawien, Heidemann, Kelly, Perrella – 5.

7. Res. No. 42-26-27 by Alderpersons Boorse and Heidemann approving alcohol beverage/tobacco licenses.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Grawien, Seconded by Kelly.

Voting Yea: Boorse, Grawien, Heidemann, Kelly, Perrella – 5.

TENTATIVE DATE OF NEXT REGULAR MEETING

12. Next scheduled meeting: July 13, 2026

ADJOURN MEETING

13. Motion to Adjourn

MOTION TO ADJOURN AT 4:47 PM

Motion made by Kelly, Seconded by Perrella.

Voting Yea: Boorse, Grawien, Heidemann, Kelly, Perrella – 5.

CITY OF SHEBOYGAN**LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE MINUTES****Monday, June 29, 2026**

OPENING OF MEETING**1. Call to Order**

The meeting was called to order at 4:15 p.m. by Chair Boorse.

2. Roll Call

Alderspersons present: Chair Boorse, Vice Chair Heidemann, Grawien, Kelly, Perrella – 5.

3. Pledge of Allegiance**4. Public Comment**

Tiffany Lange spoke.

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

5. Res. No. 44-26-27 by Alderspersons Boorse and Heidemann approving alcohol beverage/tobacco licenses (Angler's Change of Premises).

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT THE RESOLUTION

Motion made by Heidemann, Seconded by Kelly.

Voting Yea: Boorse, Grawien, Heidemann, Kelly, Perrella – 5.

TENTATIVE DATE OF NEXT REGULAR MEETING

6. Next scheduled meeting: July 13, 2026

ADJOURN MEETING

7. Motion to Adjourn

MOTION TO ADJOURN AT 4:18 PM

Motion made by Kelly, Seconded by Heidemann.

Voting Yea: Boorse, Grawien, Heidemann, Kelly, Perrella – 5.

**CITY OF SHEBOYGAN
RESOLUTION 56-26-27**

BY ALDERPERSONS BOORSE AND HEIDEMANN.

JULY 13, 2026.

A RESOLUTION authorizing the appropriate City officials to renew the Agreement for Urban Search and Rescue Emergency Response services for the period July 1, 2026, through June 30, 2028.

RESOLVED: That the appropriate City officials are hereby authorized to execute the Agreement for Urban Search and Rescue Emergency Response services between the State of Wisconsin Division of Emergency Management and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan



**AGREEMENT FOR URBAN
SEARCH AND RESCUE EMERGENCY
RESPONSE SERVICES**

July 1, 2026, through June 30, 2028

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

CITY OF SHEBOYGAN

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and City of Sheboygan, Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue task force created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

RECITALS

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established an Urban Search and Rescue (US&R) task force that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a task force and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

TERMS AND CONDITIONS

- 1.0 Recitals: The Recitals are incorporated by reference.
- 2.0 Definitions: The following definitions are used throughout this Agreement:
 - 2.1 “Advisory Committee” means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs Association.
 - 2.2 “All-Hazards” means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
 - 2.3 “Certification” means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
 - 2.4 “Emergency” or “Emergencies” means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
 - 2.5 “Harm” means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

- 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “Member” means A Participating Agency’s employee who the Division has appointed to WI-TF1.
- 2.9 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.10 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.11 “US&R” means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.12 “WI-TF1” means the US&R task force, an all-hazards rescue team authorized by Wis. Stat. §§ 323.70(1)(b) and 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function 9 (ESF 9) mission, including a Type 1 US&R task force, Type 3 US&R task force, or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

3.0 Participating Agency Obligations:

- 3.1. Participating Agency shall provide a list of individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for initial or refresher training (or certification of existing training). Only those employees whom Participating Agency can demonstrate to

the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:

- 3.1.1 Are employees in good standing.
- 3.1.2 Are not probationary employees.
- 3.1.3 Have been subjected to a background check by Participating Agency or the Division.
- 3.1.4 Meet any medical or fitness standards as determined by the Participating Agency for daily operations. To participate in WI-TF1 training or deployments, a member must be "fit for duty" with the Participating Agency.
- 3.2 The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.
 - 3.2.1. The Division will hold core and/or refresher training classes as soon as practicable. Participating Agencies shall make every effort to send their personnel to the required core and/or refresher classes as soon as possible after the individual is appointed to the team for the personnel to be deployable.
- 3.3 For any employee the Participating Agency purports to possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, an evaluation will be conducted by the Division to determine if the training meets the most current training, competency, and job performance requirement standards for a search and rescue task force issued by the National Fire Protection Association (NFPA), and the most current version of the urban search and rescue standard issued by the Emergency Management Accreditation program, and any other training standards required by law, rule, or regulation.
- 3.4 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the Participating Agency's employees on the list to the WI-TF1 in a trainee or qualified member status. Inclusion on the list of proposed WI-TF1 members does not guarantee appointment.
- 3.5 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures set forth in Section 7.0, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.
- 3.6 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is

not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.

- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force. If a WI-TF1 member has been suspended or terminated, the Division shall inform the Participating Agency regularly employing the member regarding the member's suspension or termination.

4.0 Required Training and Exercises:

- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall consist of a minimum of two Quarterly (full team) trainings per WI-TF1 member per year as well as attending at least one of the Operational Readiness Exercises within a two-year period. Additional specialty training may be made available at the REACT Center or site approved by the Division upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of three months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notifying the Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

5.0 Response Procedures and Limitations:

- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.
- 5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.

- 5.3 Participating Agency's obligation to provide Services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request by the Division pursuant to the Standard Operating Procedures. See Section 7 below.

6.0 Right of Refusal:

If, on occasion, providing Services in response to an Emergency under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline an emergency response request by the Division for personnel to staff WI-TF1 and/or for response equipment. Agencies should make every effort to have at least 50% of their WI-TF1 rostered personnel available for all deployments, barring extreme hardships.

7.0 Standard Operating Procedures:

At the time of execution of this Agreement, few Standard Operating Procedures (SOPs) have been finalized. Upon finalization, Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with those SOPs and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 and not currently excused from work pursuant to a legally protected leave will comply with these procedures. Should Participating Agency be unable to agree to the SOPs, Participating Agency may terminate this agreement.

8.0 Reimbursement of Costs

There are three types of Participating Agency costs that shall be reimbursed under this Agreement:

1. costs related to providing requested Services pursuant to Wis. Stat. § 323.72(2); and
2. required training and exercise costs; and
3. costs related to any increase in contributions for duty-disability benefit premiums for Participating Agency's employees who receive duty disability benefits because of an injury incurred while performing duties as a WI-TF1 member under this Agreement as required by Wis. Stat. § 323.72(2m).

In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

9.0 Reimbursement for Response Costs:

- 9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete

application for reimbursement on a form prescribed by the Division.

- 9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.

9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$60.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal. An annual adjustment of personnel reimbursement rates shall be made based on the Consumer Price Index (CPI) on the anniversary of this Agreement to ensure payments keep pace with inflation.

9.2.3 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures that the Division deems to be unreasonable or unjustifiable.

- 9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.

10.0 Payment for Training and Exercise Costs:

- 10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$60.00 per hour per appointed employee consistent with the Attendance Policy. An annual adjustment of personnel reimbursement rates shall be made based on the Consumer Price Index (CPI) on the anniversary of this Agreement to ensure payments keep pace with inflation.

- 10.2 Payment shall follow the same reimbursement timelines established in section 9.1 for response costs.

11.0 Reimbursement of Increased Duty Disability Costs:

- 11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.

11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums referred to above imposed in the prior fiscal year.

11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed at the direction of the Division to provide Services in response to an Emergency order or while participating in WI-TF1 training or exercises at the direction of the Division.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in duty disability premiums for duty disability benefits assessed to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

12.0 Employer-Employee Relationship and Obligations Maintained:

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

13.0 Worker's Compensation:

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

14.0 Dual Payment:

Participating Agency shall not be compensated for work performed under this Agreement by both the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

15.0 Reasonable Efforts:

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency Response Services.

16.0 Liability and Indemnity

- 16.1 Scope: During operations authorized by this Agreement, WI-TF1 members supplied by Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.
- 16.2 Civil liability exemption; regional and local emergency response teams and their sponsoring agencies: Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services in this Agreement.
- 16.3 Participating Agency Indemnification of State: Nothing contained in this Agreement is intended to limit any immunities and rights of any party available under Wis. Stat. §§ 345.05, 893.80, 893.82 and 895.46 or any other constitutional or statutory provision or common law. Such immunities and rights are expressly reserved to the parties.

17.0 Insurance Obligations:

- 17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.
- 17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

- 18.0 Standard Terms and Conditions:** The State of Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

19.0 Miscellaneous

- 19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the task force and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any agreement to provide services to a person or entity that is regulated or funded by the

Department or has interests that are adverse to the Department except as previously disclosed. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the State.

- 19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.4 Recordkeeping and Record Retention: The Division and Participating Agency recognize that they are each authorities under the Wisconsin Public Records law, Wis. Stat. § 19.31 et seq. Each Party shall retain records or documents relating to this Agreement pursuant to its own record retention schedules. Each Party, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by the other Party.
- 19.5 Term, Termination and Review of Agreement:
 - 19.5.1 Term: This Agreement shall begin on July 1, 2026, and terminate on June 30, 2028, unless terminated earlier pursuant to Section 19.7.2.
 - 19.5.2 Termination:
 - 19.5.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written notice to the other Party.
 - 19.5.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:
 - 19.5.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.
 - 19.5.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.5.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.5.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.5.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

- 19.6 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.
- 19.7 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.
- 19.8 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.
- 19.9 The provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties to the Agreement and their respective successors and permitted assigns.
- 19.10 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.
- 19.11 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
 Division of Emergency Management
 DMA Wisconsin
 PO Box 7865
 Madison, WI 53707-7865
 Telephone #: (608) 242-3232

FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel
 Wisconsin Department of Military Affairs
 2400 Wright Street
 Madison, WI 53704

- 19.12 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19.13 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the Division and Participating Agency.
- 19.14 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.15 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- 19.16 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

Approving Signatures:

ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION

Dated this ____ day of _____, 2026

Greg Engle, Division Administrator

ON BEHALF OF THE CITY OF SHEBOYGAN

Dated this day of _____, 2026

Casey Bradley, City Administrator

ON BEHALF OF THE CITY OF SHEBOYGAN FIRE DEPARTMENT

Dated this day of _____, 2026

EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

CANCELLATION: The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

CITY OF SHEBOYGAN

REQUEST FOR LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Resolution authorizing the appropriate City officials to enter into an Agreement for Urban Search and Rescue Emergency Response services for the period July 1, 2026 through June 30, 2028, for the City of Sheboygan Fire Department.

REPORT PREPARED BY: Eric Montellano, Fire Chief

REPORT DATE: June 30, 2026

MEETING DATE: July 13, 2026

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 City of Sheboygan Fire Department is seeking to renew a new contract with Wisconsin Emergency Management after the existing contract expires. This agreement allows Sheboygan FD members to be eligible for deployment in the event of a state or national emergency.

STAFF COMMENTS:

Wisconsin State Task Force (TF 1):

- State asset managed by Wisconsin Emergency Management
- Response to emergencies such as tornadoes, hurricanes, floods, or manmade events
- Can be deployed within the state or nation as part of the Federal Emergency Management Agency (FEMA)
- Participation should be budget neutral
- Training provided by the State
- Provides specialized training for team members who then bring what they learn back to Sheboygan enhancing internal department training that would otherwise be high cost

ACTION REQUESTED:

A motion to recommend that the Council adopt Res. No. 56-26-27.

ATTACHMENTS:

- I. Urban Search and Rescue Emergency Response agreement
- II. Res. No. 56-26-27

**CITY OF SHEBOYGAN
RESOLUTION 59-26-27**

BY ALDERPERSONS BOORSE AND HEIDEMANN.

JULY 13, 2026.

A RESOLUTION authorizing the appropriate City official to complete and sign Part G of Wisconsin Department of Revenue Form AB-105 submitted by Three Sheeps Brewing Company, LLC.

WHEREAS, as of May 1, 2024, breweries are now qualified to apply for full-service retail sales on or off the production premises; and

WHEREAS, municipalities do not issue licenses for full-service retail sales outlets, however, must approve of the outlets; and

WHEREAS, municipalities can limit authorized sales at the full-service retail outlet and limit the scope of alcohol beverages offered for sale by the permittee; and

WHEREAS, approval must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses; and

WHEREAS, Three Sheeps Brewing Company, LLC is requesting an Unlimited Transfer Full-Service Retail Outlet for August 8-9, 2026 to set-up a tap trailer at King Park for the IHRA Mercury Racing Midwest Challenge event.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is directed to complete Part G of the submitted application, not limiting the scope of alcohol beverages offered for sale in accordance with the application for the dates of the event.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

Form

AB-105

Producer Full-Service Retail Sales Application

Item 7.

Date

Part A: Producer Information

1. Business Legal Name (individual name if sole proprietor)

Disregarded Entity for G. Pauly

2. Business Name or DBA

3 Sheeps Brewing

3. Agent Name

Grant Pauly

4. FEIN

45-3050478

5. Wisconsin Seller's Permit Number

456-1027464658-08

6. Wisconsin Producer Permit Number

309-1024484569-03

7. Producer Type

☒ Brewery
 ☐ Winery
 ☐ Liquor Manufacturer/Rectifier

8. Contact Person's First Name

Grant

9. Last Name

Pauly

10. M.I.

T

11. Contact Person's Phone

(920) 946-9715

12. Contact Person's Email

gpauly@3sheepsbrewing.com

Part B: Production Quantity

Note: Check appropriate quantity for permit held (see instructions). If you hold more than one producer permit, check the total aggregate quantity produced for each type of permit. Enter the highest quantity produced in any of the last three calendar years.

Brewery

- ☐ Less than 250 barrels
☐ 250 - 2,499 barrels
☐ 2,500 - 7,499 barrels
☒ 7,500 or more barrels

Manufacturer/Rectifier

- ☐ Less than 1,500 liters
☐ 1,500 - 4,999 liters
☐ 5,000 - 34,999 liters
☐ 35,000 or more liters

Winery

- ☐ Less than 1,000 gallons
☐ 1,000 - 4,999 gallons
☐ 5,000 - 24,999 gallons
☐ 25,000 or more gallons

Calendar year: 2025

Calendar year:

Calendar year:

Quantity: 14,700

Quantity:

Quantity:

Complete only ONE of Part C, D or E.

Part C: Request for Full-Service Retail Sales at the Production Premises

1. Start Date

2. Production Premises Address

3. City

4. State

5. Zip Code

6. County

 7. Governing Municipality ☐ City ☐ Town ☐ Village
 of:

Part D: Request for Fixed Full-Service Retail Outlet

 1. Are you transferring one fixed full-service retail outlet to a new location? ☐ Yes ☐ No
 If yes, complete boxes 2 through 9.

2. Current Outlet Name

3. Current Outlet Premises Address

4. City

5. State

6. Zip Code

7. County

 8. Governing Municipality ☐ City ☐ Town ☐ Village
 of:

9. Premises Phone Number

Continued →

Part D: Request for Fixed Full-Service Retail Outlet (Cont.)**New Fixed Retail Outlet Information (complete boxes 10 through 23)**

10. Start Date		11. New Outlet Name	
12. New Outlet Premises Address			
13. City		14. State	15. Zip Code
16. County	17. Governing Municipality ☐ City ☐ Town ☐ Village of: _____		18. Premises Phone Number
19. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.			
20. Will you operate a restaurant on the premises? ☐ Yes ☐ No			
21. What alcohol beverages will be offered for sale? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) ☐ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) ... ☐ Samples ☐ On-premises consumption ☐ Off-premises consumption			

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

1. Name of Event (if applicable) Boat Race Beach Party		
2. Dates of Operation (attach a schedule, if necessary) 08/08/26 - 08/09/26		3. Hours of Operation 11am - 10pm
4. Premises Address King park		
5. City Sheboygan	6. State WI	7. Zip Code 53081
8. County Sheboygan	9. Governing Municipality ☒ City ☐ Town ☐ Village of: Sheboygan	
10. Organizer of Event (if not the named applicant)		11. Email and/or Phone Number for Organizer of Event same
12. Organizer Website www.3sheepsbrewing.com		13. Event Website www.3sheepsbrewing.com/events
14. Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. A tap trailer will be located by the commons building. This will be the only location for the purchase of malt beverages.		
15. On-Site Contact (Last Name, First Name) Val Ronin	16. On-Site Contact Phone (909) 561-9430	17. On-Site Contact Email vronin@3sheepsbrewing.com
18. Will you operate a restaurant on the premises? ☐ Yes ☒ No		
19. What alcohol beverages will be offered for sale? (check all that apply) ☒ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)		
20. What alcohol beverages does the permittee produce? (check all that apply) ☒ Beer ☐ Wine ☐ Intoxicating Liquor (other than wine)		
21. How will customers be served? (check all that apply) ... ☐ Samples ☒ On-premises consumption ☐ Off-premises consumption		

Part F: Attestation

Who must sign this application?

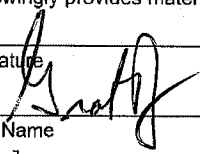
- sole proprietor • general partner of a partnership • corporate officer • member of an LLC

READ CAREFULLY BEFORE SIGNING:

I understand and agree to the following:

- I will not operate this location outside of the dates and times approved by the municipality and Division of Alcohol Beverages.
- I will operate this location according to municipal ordinance and restrictions imposed as a condition of receiving this authorization.
- I will purchase alcohol beverages I do not produce from an authorized source, such as a Wisconsin-permitted wholesaler.
- I will operate this location according to Wisconsin law and administrative regulation including but not limited to: underage restrictions, closing hours, licensed operators, and record keeping requirements.

Further, under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the authorization. Further, I agree that the rights and responsibilities conferred by the authorization, if granted, will not be assigned to another individual or entity. I understand that lack of access to any portion of a premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this authorization. I understand that any authorization issued contrary to Wis. Stats. Chapter 125 shall be void under penalty of Wisconsin law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature 		Date 07/09/2026	
Last Name Pauly		First Name Grant	M.I. T
Title Founder & Brewmaster	Email gpauly@3sheepsbrewing.com	Phone (920) 946-9715	

Part G: For Municipal Use Only (Complete if Requesting Authorization in Part D or E)

1. Will the municipality limit the scope of alcohol beverages offered for sale? ☐ Yes ☐ No		
2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? ☐ Yes ☐ No		
3. Describe municipal restrictions indicated in questions 1 or 2 above.		
4. Last Name of Municipal Official	5. First Name	6. M.I.
7. Signature of Municipal Official		8. Date
9. Date Application was Filed with Clerk	10. Date Full-Service Retail Outlet Approved by Governing Body	

Form AB-105 Instructions

Producer Full-Service Retail Sales Application

Who may apply for full-service retail sales?

Producer permittees may apply for full-service retail sales on or off the production premises. Producer permittees include brewers, rectifiers, manufacturers, and wineries.

Who qualifies for full-service retail sales?

- A brewery that manufactures a minimum of 250 barrels of fermented malt beverages.
- A manufacturer/rectifier that produces a minimum of 1,500 liters of intoxicating liquor.
- A winery that produces a minimum of 1,000 gallons of wine.

What are full-service retail sales?

Permittees that are granted full-service retail sales privileges may:

- Sell fermented malt beverages and intoxicating liquor at retail for on- or off-premises consumption at their production premises and at one or more off-site full-service retail outlets.
- Provide taste samples of fermented malt beverages and intoxicating liquor.

What are full-service retail outlets?

Full-service retail outlets are authorized locations for full-service retail sales at places other than the permittee's production premises.

What is the difference between a fixed and unlimited transfer full-service retail outlet?

Fixed full-service retail outlets may be transferred from one location to another once per year. Unlimited transfer full-service retail outlets may be transferred an unlimited number of times in a year. Only one of a producer's full-service retail outlets may be transferred without limitation on frequency.

How many full-service retail outlets may I have?

The number of full-service retail outlets a producer qualifies for is determined by alcohol beverage production volume. Producers may have a maximum of three full-service outlets, regardless of the number or type of producer permits they hold.

Who approves full-service retail sales?

Full-service retail sales on the production premises need only be approved by the Division of Alcohol Beverages. Municipalities do not issue licenses for full-service retail sales outlets; however, municipalities must approve of the outlets. The applicant must forward the municipal approval to the Division of Alcohol Beverages for final granting of the authority for sales to commence on the premises.

Can a municipality limit authorized sales at a full-service retail outlet?

Yes, a municipality can limit authorized sales at a full-service retail outlet. Municipalities may limit the scope of alcohol beverages offered for sale by the permittee. Municipal approval of a full-service retail outlet must be based on the same standards and criteria, established by ordinance, for the evaluation and approval of retail licenses. A municipality may not impose any requirement or restriction in connection with the approval that the municipality does not impose on retail licensees.

How do I fill out Form AB-105 and begin the application process?

Authorizations requested on Form AB-105 must be applied for only one premises in one municipality at a time. To request multiple authorizations, submit a separate Form AB-105 for each location/premises.

Parts A, B, and F: Applicants must complete Parts A, B, and F.

Parts C, D, and E: Complete only one Part. Form AB-105 must be used to request only one authorization at a time.

Example: A producer applicant requesting full-service retail sales authorization on the production premises should complete Parts A, B, C, and F.

Example: A producer applicant requesting a fixed full-service retail outlet should complete Parts A, B, D, and F.

Example: A producer applicant requesting an unlimited transfer full-service retail outlet should complete Parts A, B, E, and F.

Producer applicants requesting authorization in Part E must complete one Form AB-105 for each premises. Applicants may use the same Form AB-105 to request authorization for multiple dates and times occurring on the same premises.

Municipal approval is required for authorizations requested in Parts D and E. If a producer is applying for authorization in either of these sections, the completed application must first be submitted to the governing municipality.

After the municipality has granted approval by completing Part G, the applicant should submit AB-105 to the Division of Alcohol Beverages for final approval. If the applicant is only requesting authorization in Part C, the application does not require municipal approval and may be submitted directly to the Division of Alcohol Beverages.

Specific Instructions:

Part A: Producer Information

- Box 1: Enter the legal business name.
- Box 2: Enter the trade name or "doing business as" name, if different than the name in box 1.
- Box 3: Enter the name of the approved agent appointed for your producer permit.
- Box 4: Enter Federal Employer Identification Number (FEIN).
- Box 5: Enter Wisconsin seller's permit number.
- Box 6: Enter the 15-digit Wisconsin Tax Account Number of the permit that these authorizations should be associated with.
- Box 7: Check the corresponding producer permit type.
- Box 8-10: Enter contact person's name.
- Box 11: Enter contact person's phone number.
- Box 12: Enter contact person's email address.

Part B: Production Quantity

- Check the highest cumulative total of alcohol beverages produced in any one of the three preceding calendar years for each specific permit type held.
 - Do not include alcohol beverages produced under a contract production agreement.
- Enter the calendar year in which the highest cumulative total of alcohol beverages produced was met.
- Enter the exact quantity of alcohol beverages produced.
- If an applicant holds more than one type of permit or multiple permits of the same type, the aggregate number of full-service retail outlets that may be established is the maximum number authorized under their permit type, but not exceeding three full-service retail outlets.
 - Under these circumstances, each authorized full-service retail outlet shall serve as the full-service retail outlet associated with each applicable permit, regardless of whether permittee would otherwise be entitled to fewer full-service retail outlets when calculated under their other permit(s).

Part C: Request for Full-Service Retail Sales at the Production Premises

- Authorization under this portion does not require municipal approval. If the applicant is not seeking other retail authorizations on this form, it can be submitted directly to the Division of Alcohol Beverages.
- Box 1: Enter the date that you would like to begin full-service retail sales.
- Box 2-5: List the premises address for the permit identified in Part A, boxes 5 and 6.
- Box 6: Name the county where the production premises is located.
- Box 7: Name the governing municipality where the production premises is located.

Part D: Request for Fixed Full-Service Retail Outlet

- Authorization under this section must be approved by the municipality in which the retail outlet is located prior to submitting to the Division of Alcohol Beverages for final approval.
- Box 1: Check yes if you are applying to transfer a fixed full-service outlet from one location to another. Fixed Full-Service Retail Outlets may be transferred from place-to-place once per year with approval of the municipality that governs the new location.
- Boxes 2-9: Complete these boxes if you checked yes in box 1 to describe the current premises you are applying to transfer.

- Box 10: Enter the date that you would like to open the full-service retail outlet for business.
- Boxes 11-18: Complete these boxes to describe the location of your new premises.
- Box 19: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI 12345 and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000-square-foot building.

- Box 20: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and division approval.
- Box 21: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer or producer group.
- Box 22: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 23: Check all types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 18.
 - Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 18.

Part E: Request for Unlimited Transfer Full-Service Retail Outlet

- Authorizations under Part E must be for dates of operation where the unlimited transfer location will be located at the same premises in the same municipality. You must use a new Form AB-105 to request authorization for each separate premises, regardless of whether the separate premises are in the same municipality.
- Box 1: If you are requesting authorization to initiate or move your unlimited transfer outlet to a specific event like a farmer's market, festival, or other community event, name it here.
- Box 2: List the requested dates of operation. Attach a schedule or calendar of events, if necessary.
- Box 3: List the requested hours of operation. If no hours are listed, the approving municipality and the Division will assume you are seeking authorization to operate during all hours allowed under Chapter 125, Wis. Stats.
- Box 4-9: Identify the premises address.
- Box 10-13: If you are requesting authorization to move your unlimited transfer outlet to a specific event, provide contact information for the event organizer, if not the named applicant.
- Box 14: Describe the premises in detail. Include outdoor spaces if the municipality allows it. Attach a floor plan if possible.

Example: The premises is located at 1234 Main St., Realtown, WI, 12345, and includes only the first-floor bar room, dining room, kitchen, north storage room, and south office of the 5,000 square foot building.

Example: The premises is the 1,000-square-foot tent within the southwest corner of the parking lot located at XYZ Church at 3456 Main St., Realtown, WI, 12345. All sales and storage of alcohol beverages and records will occur within the 1,000-square-foot tent in the southwest corner of the parking lot.

Example: The premises is located at PDQ Park (7890 Main St., Realtown, WI, 12345). A 5,000-square-foot tent will be constructed in the northeast corner of the park bordering the tree line and northern fence. All alcohol beverage sales and consumption will occur at this tent. Premises includes the adjacent north park office and the space between the tent and the office. Alcohol beverages and records will be securely stored in the north park office for the duration of the event.

- Box 15-17: Provide the name and contact information for a person who will be in control of the premises for the duration of the requested time.
- Box 18: Producers may operate a restaurant on the premises of a full-service retail outlet with municipal and Division of Alcohol Beverages approval.
- Box 19: Check all types of alcohol beverages that will be offered for sale at the full-service retail outlet, including beverages made by the producer under all their permits.
- Box 20: Check all the alcohol beverages that are made by the producer under all their permits.
- Box 21: Check all the types of service that apply to this full-service retail outlet.
 - Samples mean 3 oz. of beer, 3 oz. of wine, or 0.5 oz. of liquor provided free of charge to an individual.
 - On-premises consumption means alcohol beverages served by the glass to be consumed by the customer at the premises identified in Box 14.

- Off-premises consumption means alcohol beverages sold in original, unopened containers for customers to consume away from the premises identified in Box 14.

Part F: Attestation

- Read the attestation carefully, then sign and date.

Part G: For Municipal Use Only

- Box 1: Check yes or no to indicate if the municipality will limit the scope of alcohol beverages offered for sale at this full-service retail outlet.
- Box 2: Check yes or no to indicate if the municipality will impose other requirements or restrictions on the full-service retail outlet.
- Box 3: Describe any limitations the municipality has placed on the full-service retail outlet as indicated in questions 1 or 2. Some limitations may be: parking, zoning, or noise ordinance restrictions; not allowing sales of alcohol beverages for off-premises consumption.
- Box 4-10: The municipal official completing this part should fill in the information requested.

Completion and Submission of Form AB-105

- The producer applicant should complete Parts A, B, and F completely, and either Part C, D, or E, depending on the type of authorization requested.
- If requesting only a Part C authorization, the application can be submitted directly to the Division of Alcohol Beverages. No municipal approval is required for Part C authorizations.
- If requesting a Part D or E authorization, provide the application to the municipality where the proposed full-service retail outlet will be located.
 - The municipality should complete Part G and return it to the producer applicant.
 - The producer applicant should provide the completed AB-105 to the Division of Alcohol Beverages for final approval.
- Sales of alcohol beverages at full-service retail outlets may not commence until the Division of Alcohol Beverages has provided final approval by way of issuing a printed authorization to the applicant to be posted at the retail premises identified in this application.

After Form AB-105 is completed by the producer and approved by the municipality in Part G, submit the form to the Division of Alcohol Beverages for final approval in one of two ways:

- Email: DORAlcoholPermits@wisconsin.gov
- Mail the form to the following address:
 Wisconsin Department of Revenue
 Division of Alcohol Beverages
 P.O. Box 8934
 Madison, WI 53708-8934

Assistance

This form is designed by the Department of Revenue. If you require assistance with this form, consider reaching out to the Division of Alcohol Beverages for assistance with submission of this application and associated forms.

If you have questions about alcohol beverage laws and regulations, you may contact the Division of Alcohol Beverages using the contact information below.

Website: [DOR Alcohol Beverage \(wi.gov\)](http://DORAlcoholBeverage.wi.gov)

Write: DORAlcohol@wisconsin.gov

Call: (608) 266-2526

CITY OF SHEBOYGAN
RESOLUTION 55-26-27

BY ALDERPERSONS BOORSE AND HEIDEMANN.

JULY 13, 2026.

A RESOLUTION authorizing the creation of temporary Designated Outdoor Refreshment Areas during the 2026 IHRA Mercury Racing Midwest Challenge, August 6-9, 2026.

WHEREAS, Sheboygan Municipal Code Section 38-59 authorizes creating a Designated Outdoor Refreshment Area (“DORA”) to permit the carrying of open containers and consumption of alcoholic beverages within the DORA boundaries during such times and under such conditions as Council may specifically permit by resolution; and

WHEREAS, the City will host the 2026 IHRA Mercury Racing Midwest Challenge racing event from August 6-9, 2026, which will include several days of planned activities and events for which a DORA is appropriate.

NOW, THEREFORE, BE IT RESOLVED: There is hereby created a Block Party DORA and a South Pier DORA, collectively, the “DORAs” permitting the carrying and consumption of alcoholic beverages as follows:

- The **Block Party DORA** boundaries shall be as depicted on the attached illustration/map labeled “2026 Block Party.”
- Carrying and consuming alcoholic beverages within the Block Party DORA shall be limited to August 7, 2026, from 5:00 p.m. until 11:00 p.m. at which time the Block Party DORA shall terminate.
- Carrying and consuming alcoholic beverages within the Block Party DORA is limited to those areas within the above-referenced illustration where vehicular traffic is otherwise prohibited including roads marked as closed to vehicular traffic, sidewalks, and grassy areas, and to crosswalks and pedestrian crossings within the Block Party DORA where vehicular traffic is not prohibited while persons are lawfully crossing the street.
- The **South Pier DORA** boundaries shall be as depicted on the attached illustration/map labeled “2026 South Pier DORA.”
- Carrying and consuming alcoholic beverages within the South Pier DORA shall be limited to August 8th from 11:00 a.m. until 10:00 p.m. and August 9th from 11:00 a.m. to 5:00 p.m., after which the DORA shall terminate.

- Carrying and consuming alcoholic beverages within the South Pier DORA is limited to those areas within the above-referenced illustration where vehicular traffic is otherwise prohibited including roads marked as closed to vehicular traffic, sidewalks, and grassy areas, and to crosswalks and pedestrian crossings within the Block Party DORA where vehicular traffic is not prohibited while persons are lawfully crossing the street.
- The exceptions created by establishing the DORAs shall not permit the possession or consumption of any intoxicating liquor or fermented malt beverages in violation of state statutes or other municipal codes, including but not limited to the possession or consumption of alcohol beverages on a licensed premises which were not purchased at that premises, possession or consumption of alcohol beverages on premises without a license that are open to the public, possession or consumption by underage persons, or any other violation.
- All alcohol beverages sold by individual servings for removal from a licensed premise for consumption within a DORA shall be served in unbreakable, transparent or semi-transparent containers, except that beverages may be served in their original packaging if such packaging is plastic or aluminum. Beverages sold or possessed in glass containers shall not be opened or consumed within a DORA.
- The City retains the right to suspend or terminate any of the aforementioned DORAs at any time when, in the judgment of the Police Chief, Mayor, or City Administrator, such action is necessary in the interest of public safety or to address issues and concerns that may arise in relation to the DORA, including but not limited to non-compliance of businesses/patrons with the conditions of this resolution, trash and debris, or disorderly conduct associated with the DORA.

- The City will bear responsibility for costs associated with carrying out the DORAs, including, by example, additional police presence and refuse collection.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan

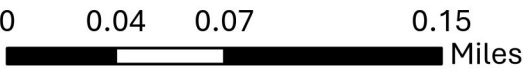
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Date Exported: 7/7/2026 3:20 PM



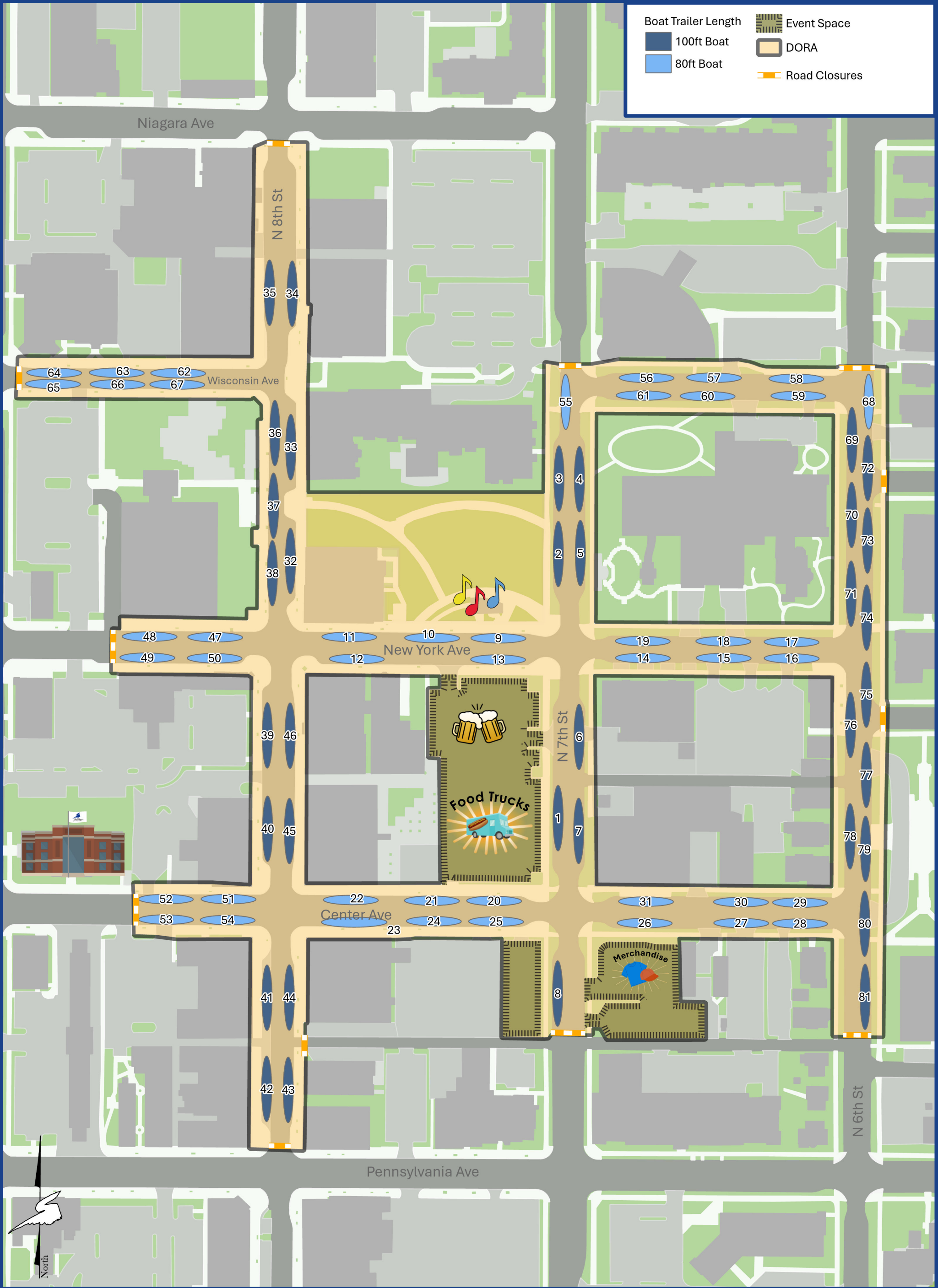
2026 South Pier DORA

City of Sheboygan

Sheboygan County, WI



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2026 Block Party

City of Sheboygan

Sheboygan County, WI

0 0.01 0.03 0.05 Miles



**CITY OF SHEBOYGAN
RESOLUTION 46-26-27**

BY ALDERPERSONS BOORSE AND HEIDEMANN.

JULY 13, 2026.

A RESOLUTION approving an alcohol beverage license transfer from place-to-place.

WHEREAS, the following applicant has completed the necessary forms required by the Wisconsin Department of Revenue and the City of Sheboygan for applying to transfer an existing alcohol beverage license from place-to-place pursuant to Wis. Stat. § 125.06; and

WHEREAS, City Staff has reviewed the application and recommends approval of the requested transfer from place-to-place.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council does grant the following alcohol beverage license transfer from place-to-place and authorizes the City Clerk to issue the license:

ALCOHOL BEVERAGE LICENSE PERMIT TRANSFER FROM PLACE-TO-PLACE
"CLASS B" LIQUOR LICENSE (June 30, 2027)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3518	Lush Lounge Two LLC (Lush Lounge)	1133 Michigan Avenue, Sheboygan transfer from place-to-place to 1210 Michigan Avenue, Sheboygan – Dining Area, bar, kitchen, prep room, fenced in Backyard, upstairs bar area.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

 Ryan Sorenson, Mayor, City of
 Sheboygan

 Meredith DeBruin, City Clerk, City of
 Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 45-26-27**

BY ALDERPERSONS BOORSE AND HEIDEMANN.

JULY 13, 2026.

A RESOLUTION approving alcohol beverage/tobacco licenses.

WHEREAS, the following applicant(s) have completed the necessary forms required by the Wisconsin Department of Revenue and/or the City of Sheboygan for applying for an alcohol beverage/tobacco license; and

WHEREAS, the applicant(s) have been provided a list of necessary requirements that must be completed before issuance of such license; and

WHEREAS, City Staff has reviewed the license application(s) and recommends the Common Council grant the alcohol beverage/tobacco licenses for the following applicant(s) contingent upon approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.

NOW, THEREFORE, BE IT RESOLVED: The Common Council does grant the alcohol beverage/tobacco license(s) for the following applicant(s) contingent upon approvals, inspections, insurance, payment of license fees and meeting State Statute requirements and Sheboygan Municipal Code.

BE IT FURTHER RESOLVED: That the City Clerk be authorized to issue the license(s) after the applicant(s) satisfy the contingency.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3778	Anglers Pub and Grill	518 South Pier Drive – Change of premise August 7 th – 9 th , 2026 to include current premise and patio, and parcel #59281322010 entire land, which is adjacent to 510 South Pier Drive, served under a large white tent.
3730	Shooters	550 Wilson Avenue – Change of premise August 7 th – 9 th , 2026 to include current premise and property to the North, South, East, and West of building.

2805 Blue Harbor Resort

725 Blue Harbor Drive – Change of premise August 7th - 9th, 2026 to include current premise and RDA/City greenspace adjacent to and north of Blue Harbor Resort, extending north to the Sheboygan River and running alongside the Lake Michigan shoreling to the east.

1286 Sheboygan Riverside Boat Club

1228A Wisconsin Avenue – Change of premise August 15, 2026 to include current premise and North parking lot and East grass area.

TOBACCO (June 30, 2027) (RENEW)

No. Name

Address

3444 SS Northstar
(Northstar Bar)

3004 N. 8th Street

TOBACCO (June 30, 2027) (NEW)

No. Name

Address

3799 TLW Sheboygan LLC
(Brick and Mortar Hemp Company)

1104 N. 8th Street

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of
Sheboygan

Meredith DeBruin, City Clerk, City of
Sheboygan