



# LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE AGENDA

**June 29, 2022 at 4:15 PM**

**City Hall - Conference Room 106, 828 Center Avenue,  
Sheboygan, WI**

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 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

## OPENING OF MEETING

1. Call to Order
2. Roll Call - Alderpersons Barb Felde, Betty Ackley, Dean Dekker, Joe Heidemann, and Amanda Salazar may be attending this meeting remotely
3. Pledge of Allegiance
4. Introduction of Committee members, staff and guests

## MINUTES

5. Approval of Minutes - June 8, 2022

## ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Presentation to the Committee regarding new Fire Department engine (2021 CIP) - PRESENTATION ONLY
7. Res. No. 31-22-23 (6-20-22) A Resolution authorizing entering into an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management with regard to providing City of Sheboygan personnel to a statewide urban search and rescue team.
8. Discussion and possible action regarding request from Alcohol Beverage License No. 2373 (The Duke of Devon) for an extension under the city's continuation of business ordinance
9. R. O. No. 25-22-23 (6-20-22) by City Clerk submitting various license applications.

## NEXT MEETING DATE

10. Next meeting date will be July 13, 2022

## ADJOURN

11. 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****June 8, 2022**

**COMMITTEE MEMBERS PRESENT:** Chair Alderperson Barb Felde, Vice Chair Alderperson Betty Ackley, Alderperson Dean Dekker, Alderperson Joseph Heidemann, Alderperson Amanda Salazar

**STAFF/OFFICIALS PRESENT:** City Attorney Charles Adams (remote), Mayor Ryan Sorenson, City Clerk Meredith DeBruin, Lt. Kurt Zempel, Sgt. Alex Jaeger, Licensing Clerk Melissa Fassbender, Paralegal Marie Foss

**OTHERS PRESENT:** Attorney Joseph Voelkner, Dave Felde, Bailey Kupfer, Joseph Bonelli, Pedro Reynoso Jr., Barbara Klug, Christine Loose

**OPENING OF MEETING**

1. Call to Order

Chair Alderperson Barb Felde called the meeting to order at 4:15 PM.

2. Roll Call
3. Pledge of Allegiance

The Pledge of Allegiance was recited.

4. Introduction of Committee members, staff and guests

**MINUTES**

5. Approval of Minutes

MOTION TO APPROVE THE MINUTES OF THE PREVIOUS MEETING HELD MAY 25, 2022.

Motion made by Alderperson Dekker, seconded by Vice Chair Ackley.

Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

**QUASI-JUDICIAL HEARING**

6. Quasi-Judicial hearing to determine whether Alcohol Beverage License No. 2301 (One More Time, LLC - MOJO) [Joseph P. Bonelli, Agent] shall be suspended or revoked.

Chair Felde called the hearing to order with appearances by City Attorney Charles Adams on behalf of the City and Joseph P. Bonelli appearing in person. Special Counsel Joseph Voelkner was also present to advise the committee in their function as finder of law and fact.

City Attorney Adams indicated in his opening statement that the matter before committee is to determine whether One More Time, LLC – Mojo has violated the City's continuation of business ordinance by being closed for six months without requesting an extension.

Mr. Bonelli was sworn in by Chair Felde and questioned by City Attorney Adams. City Attorney Adams presented a timeline of events regarding Mojo and introduced six exhibits that included emails between Mr. Bonelli and the City Clerk's Office and City Attorney's Office, as well as letters from the City Attorney's office. The exhibits were presented to the committee members. Attorney Voelkner asked Mr. Bonelli some clarifying questions while the committee reviewed the exhibits.

Licensing Clerk Melissa Fassbender was present on behalf of the City and was sworn in and questioned by City Attorney Adams regarding exhibits 4, 5 and 6.

Mr. Bonelli asked for an adjournment as he feels there is a conflict of interest due to the fact that Attorney Voelkner is acting as counsel for the committee while his law firm is also handling the sale of Mr. Bonelli's business. Attorney Voelkner noted the adjournment request and indicated the hearing would proceed. The committee asked questions of Mr. Bonelli. Mr. Bonelli stated that his business was open on April 1, 2022. Attorney Adams cross-examined Mr. Bonelli.

Closing statements were made by City Attorney Adams and Mr. Bonelli.

## **CLOSED SESSION**

7. MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Section 19.85(1) (a) of the Wisconsin Statutes for the purpose of deliberation concerning action to be taken regarding Liquor License No. 2301 (One More Time, LLC - MOJO)

Motion made by Vice Chair Ackley, seconded by Alderperson Dekker.  
Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

## **RECONVENE IN OPEN SESSION**

8. MOTION TO RECONVENE IN OPEN SESSION

Motion made by Alderperson Dekker, seconded by Alderperson Salazar.  
Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

9. Possible action regarding Alcohol Beverage License No. 2301 (One More Time, LLC - MOJO)

MOTION TO DENY RENEWAL OF ALCOHOL BEVERAGE LICENSE NO. 2301 (ONE MORE TIME, LLC – MOJO)

Motion made by Alderperson Heidemann, seconded by Alderperson Dekker.  
Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

**ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

10. R.O. No. 9-22-23 (5-2-22) by City Clerk submitting various license applications: "Class B" Liquor License [NEW] App. No. 3539 - Reynoso Properties LLC (GuGu's Bar and Grill) [Pedro Reynoso, Jr., Agent] - HEARING REGARDING DENIAL OF LICENSE.

Chair Felde called the hearing to order with appearances by City Attorney Charles Adams on behalf of the City and Pedro Reynoso, Jr. appearing in person. Special Counsel Joseph Voelkner was also present to advise the committee in their function as finder of law and fact.

Licensing Clerk Melissa Fassbender was present on behalf of the City Clerk's Office and was questioned by City Attorney Adams regarding the history of this license. City Attorney Adams stated that there is no license to be granted as the license holder (Indiana Joe's) had not been open for over six months and had not requested an extension, causing a cessation of business. Attorney Voelkner also explained to the committee that the issue at hand is that there isn't a license to be had.

MOTION TO DENY "CLASS B" LIQUOR LICENSE [NEW] APP. NO. 3539 – REYNOSO PROPERTIES LLC (GUGU'S BAR AND GRILL) AS THERE IS NO LICENSE AVAILABLE.

Motion made by Alderperson Dekker, seconded by Vice Chair Ackley.

Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

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

Bailey Kupfer appeared and spoke on behalf of the Watershed Hotel. Ms. Kupfer presented the hotel layout and indicated where the alcohol would be sold. City Attorney Adams indicated they will need to comply with the rules regarding the layout of the premise.

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

MOTION TO INVITE WATERSHED HOTEL TO APPLY FOR AVAILABLE "CLASS A" ALCOHOL BEVERAGE LICENSE.

Motion made by Vice Chair Ackley, seconded by Alderperson Dekker.

Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

13. Discussion and possible action regarding request from Alcohol Beverage License No. 3333 (Kohler Company - golf course) for an extension under the city's continuation of business ordinance.

Barbara Klug appeared before the committee on behalf of Kohler Company and explained that they are requesting an extension because construction of the new golf course cannot begin until the pending lawsuits have been resolved. City Attorney Adams explained the difference between a "Class B" and "Class B reserve" license and indicated that Kohler Company has a "Class B reserve" license and the City has multiple reserve licenses available.

MOTION TO GRANT A ONE-YEAR EXTENSION THROUGH JUNE 30, 2023 ALCOHOL BEVERAGE LICENSE NO. 3333 (KOHLEK COMPANY – GOLF COURSE) UNDER THE CONTINUATION OF BUSINESS ORDINANCE.  
Motion made by Alderperson Heidemann, seconded by Alderperson Dekker.  
Voting Yea: Alderperson Salazar, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.  
Abstained: Chair Felde.

- 14. Res. No. 23-22-23 (6-6-22) A Resolution authorizing acceptance of the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant.

Lt. Kurt Zempel from the Sheboygan Police Department gave a brief presentation regarding this grant and its benefits to the City.

MOTION TO RECOMMEND THE COMMON COUNCIL ADOPT RES. NO. 23-22-23.  
Motion made by Alderperson Dekker, seconded by Alderperson Salazar.  
Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

- 15. R.O. No. 14-22-23 (5-16-22) - Various license applications: "Class B" Liquor Lic. [RENEW] App. Nos. 3333 (Kohler Company - Golf Course) and 2301 (One More Time, LLC - MOJO).

MOTION TO APPROVE THE RENEWAL OF LIQUOR LIC. APP. NO. 3333 (KOHLEK COMPANY – GOLF COURSE) AND TO FILE THE R.O. AS APP. NO. 2301 (ONE MORE TIME, LLC – MOJO) WAS NOT RENEWED.  
Motion made by Alderperson Dekker, seconded by Alderperson Salazar.  
Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

- 16. R.O. No. 21-22-23 (6-6-22) by City Clerk submitting various license applications.

MOTION TO GRANT THE LICENSE TO APP. NO. 1764 (MORTIMER’S PUB, LTD.) CONTINGENT UPON THE APPLICANT CORRECTING THE APPLICATION TO SHOW THE CORRECT CORPORATE NAME OF THE ENTITY TO WHICH THE LICENSE RENEWAL IS BEING GRANTED, WHICH IS MORTIMER’S PUB, LTD.  
Motion made by Alderperson Dekker, seconded by Alderperson Salazar.  
Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

MOTION TO GRANT THE LICENSE TO APP. NO. 2088 (WALGREEN CO.) CONTINGENT UPON THE APPLICANT PROVIDING AN APPOINTMENT OF SUCCESSOR AGENT FORM BEFORE ISSUANCE.  
Motion made by Alderperson Dekker, seconded by Alderperson Salazar.  
Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

MOTION TO GRANT THE LICENSE TO APP. NO. 2696 (DELAVAN FAMILY RESTAURANT, INC.) CONTINGENT UPON THE PROPER COMPLETION OF THE APPLICATION , WHICH IS MISSING SOME INFORMATION.

Motion made by Alderperson Dekker, seconded by Alderperson Salazar.

Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

MOTION TO GRANT THE LICENSE TO APP. NO. 2207 (SILVER FERN, LLC) AND AMEND THE R.O. TO LIST THE APPLICATION WHICH WAS TIMELY RECEIVED BUT DID NOT APPEAR ON THE R.O.AS IT SHOULD HAVE.

Motion made by Alderperson Dekker, seconded by Vice Chair Ackley.

Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

MOTION TO GRANT THE REMAINDER OF THE APPLICATIONS ON R.O. NO. 21-22-23.

Motion made by Alderperson Dekker, seconded by Alderperson Salazar.

Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

#### **NEXT MEETING DATE**

17. The next committee meeting is scheduled to be held on June 29, 2022 at 4:15 p.m.

#### **ADJOURN**

18. Motion to adjourn

MOTION TO ADJOURN AT 6:35 PM.

Motion made by Alderperson Salazar, seconded by Alderperson Dekker.

Voting Yea: Alderperson Salazar, Chair Felde, Vice Chair Ackley, Alderperson Dekker, Alderperson Heidemann.

III

Res. No. 31 - 22 - 23. By Alderpersons Felde and Ackley. June 20, 2022.

A RESOLUTION authorizing entering into an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management with regard to providing City of Sheboygan personnel to a statewide urban search and rescue team.

RESOLVED: That the Fire Chief is hereby authorized to execute an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management regarding providing personnel to a statewide urban search and rescue team, in form substantially similar to the agreement which is attached hereto and incorporated herein.

LTIPS

\_\_\_\_\_  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor





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

**April 1, 2022, through June 30, 2024**

Between

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

And

**[municipality]**

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 [MUNICIPALITY], Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team 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 a US&R team 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 team 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 “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.
- 2.9 “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.
- 2.10 “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.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 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 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. Recognizing that many of Participating Agency’s employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.
- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who 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:
- 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
- 3.2.2 Are employees in good standing.
- 3.2.3 Are not probationary employees.
- 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
- 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
- 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, 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.

- 3.5 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.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 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.

#### **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 be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT 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.
- 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 twelve 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 notification of 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 fire 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 fire 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 pursuant to the Standard Operating Procedures. See Section 7 below.

#### **6.0 Right of Refusal:**

If, on occasion, a response 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 a request for personnel to staff WI-TF1 and/or for response equipment.

#### **7.0 Standard Operating Procedures:**

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures 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 comply with these procedures.

#### **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 and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. 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 but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.

9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill 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 \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.
- 9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.
- 9.2.4 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 it 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 \$55 per hour per appointed employee consistent with the Attendance Policy.
- 10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.
- 10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.
- 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 pursuant to a Division order.

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

11.3.3 The amount of increase in premium for duty disability benefits 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 both by 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 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.

- 16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

## **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 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 team 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 averse 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. 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 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.
- 19.4 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.
- 19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, 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 Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
- 19.7.1 Term: This Agreement shall begin on April 1, 2022, and terminate on June 30, 2024, unless terminated earlier pursuant to Section 19.7.2.
- 19.7.2 Termination:
- 19.7.2.1 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.

19.7.2.2 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:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 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.

19.7.2.2.3 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.

19.7.2.3 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.

19.7.3 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.

19.8 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.

19.9 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.

19.10 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.

- 19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and permitted assigns.
- 19.12 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.
- 19.13 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

- 19.14 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.
- 19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.
- 19.16 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.
- 19.17 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.

19.18 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 \_\_\_\_\_, 2022**

\_\_\_\_\_  
**Greg Engle, Acting Division Administrator**

[SIGNATURE PAGE]

## EXHIBIT A

### 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:** Res. No. 31-22-23 by Alderpersons Chair Felde and Vice Chair Ackley authorizing the appropriate City officials to enter into a contract with the State of Wisconsin Emergency Management for the purpose of becoming members of the Wisconsin Urban Search and Rescue Emergency Response (referred to as the Wisconsin Rescue Task Force).

---

**REPORT PREPARED BY:** Eric Montellano, Fire Chief

---

**REPORT DATE:** June 22, 2022

**MEETING DATE:** June 29, 2022

---

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

---

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

**BACKGROUND / ANALYSIS:**

The Sheboygan Fire Department is seeking pre-approval to enter into a contract with Wisconsin Emergency Management. This agreement would allow Sheboygan FD members to be eligible for deployment in the event of a state or national emergency.

**STAFF COMMENTS:**

Wisconsin State Task Force:

- 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

**ACTION REQUESTED:**

A Motion to recommend that the Council adopt Res. No. 31-22-23.

**ATTACHMENTS:**

- I. Urban Search and Rescue Emergency Response agreement
- II. Res. No. 31-22-23

6/23/22

Stefano and Whitney Viglietti

Maltscoop Corp d.b.a. The Duke of Devon

739 Riverfront Drive

Sheboygan, WI. 53081

Melissa Fassbender, Sheboygan City Council/ Licensing Clerk

828 Center Ave., Suite 103

Sheboygan, WI. 53081

Dear Melissa,

We would like to request an extension to the liquor license held by The Duke of Devon. Due to the labor shortage and current economic situation, The Duke of Devon has been closed since mid-November, 2021. We are currently struggling to staff our other restaurants and our recently opened Slo Food Market while trying to predict this year's customers and staffing needs.

Our plan is to reopen The Duke of Devon with a simple yet unique menu complemented by a tap room featuring McFleshman's Brewing Company's beers and other local brews. Our signature Stefano's Slow Food Ale, made in collaboration with McFleshman's Co, is a popular sell at the market and available on tap at the restaurants.


Our renovation plans include painting the outside of the building and restoring/expanding the deck. The deck would wrap around the south side of the building, in addition to gaining another entrance and having rope lighting mounted for aesthetic value.

Considering we presently have numerous requests for special group events, we plan to book events at The Duke of Devon as well. It

would be great to open by September so we could take advantage of the Oktoberfest season, but we want to allow time for everything to reach our standard of operation. Seeing how long it took for construction to be completed with labor and material shortages, we would like to play it safe and extend the license to November 15, 2022.

If there are any questions or additional material required, please let us know and we will be happy to provide it. We appreciate your consideration in this matter.

Sincerely,

Handwritten signatures of Stefano and Whitney Viglietti. The signature on the left is for Stefano and the one on the right is for Whitney. Both are in black ink and appear to be cursive.

Stefano and Whitney Viglietti  
Owners  
The Duke of Devon

II

Other Matters

Item 9.

R. O. No. 25 - 22 - 23. By CITY CLERK. June 20, 2022.

Submitting various license applications.

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

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3186	Suscha's Bar	1054 Pennsylvania Avenue - One day event to be held 7/30/22: to include existing premise and entire parking lot area east and north of building.
1809	The Wharf	733 Riverfront Drive - One day event to be held 7/20/22: to include current premise and parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.
1809	The Wharf	733 Riverfront Drive - Three-day event to be held 8/12/22 - 8/14/22: to include current premise and parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.

"CLASS A" LIQUOR LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3553	Watershed Hotel Group LLC (Watershed Hotel)	838 N. 15 <sup>th</sup> Street