



LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE AGENDA

May 15, 2024 at 4:30 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
3. Pledge of Allegiance
4. Introduction of Committee members, staff and guests

MINUTES

5. Approval of Minutes - April 10, 2024

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. Presentation to the Committee by City Attorney's Office, City Clerk's Office, and Sheboygan Police Department
7. Adoption of the policies and procedures of the Licensing, Hearings, and Public Safety Committee
8. R. O. No. 135-23-24 (4-15-24) by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the fire department, for the period commencing January 1, 2024 and ending March 31, 2024.
9. R. O. No. 134-23-24 (4-15-24) by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report for the police department for the period commencing January 1, 2024 and ending March 31, 2024.
10. Res. No. 7-24-25 (5-6-24) A Resolution authorizing the appropriate City officials to execute the Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin, between the City of Milwaukee and the City of Sheboygan.
11. Beverage Operator's License Application No. 4586 (Terry Schulist) - HEARING REGARDING DENIAL OF LICENSE

12. Beverage Operator's License Application No. 4320 (Jessica Bumbard-Kinch) - HEARING REGARDING DENIAL OF LICENSE
- [13.](#) Res. No. 12-24-25 (5-6-24) 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.
- [14.](#) R. O. No. 140-23-24 (4-15-24) by City Clerk submitting various license applications.
- [15.](#) R. O. No. 9-24-25 (5-6-24) by City Clerk submitting various license applications.

NEXT MEETING DATE

16. Next meeting date will be May 29, 2024

ADJOURN

17. 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
Wednesday, April 10, 2024

COMMITTEE MEMBERS PRESENT: Chair Alderperson Zach Rust, Vice Chair Alderperson Barb Felde (remote), Alderperson Betty Ackley, Alderperson Dean Dekker, Alderperson Joseph Heidemann

STAFF/OFFICIALS PRESENT: City Attorney Charles Adams, Police Chief Christopher Domagalski, Fire Chief Eric Montellano, Lt. Matthew Walsh, Paralegal Kathy Hoffman

OTHERS PRESENT: None

OPENING OF MEETING

1. Call to Order

Chair Alderperson Zach Rust called the meeting to order at 4:30 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 MARCH 27, 2024.

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

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 128-23-24 (4-3-24) by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the annual report for the Police Department for the year 2023.

Police Chief Christopher Domagalski presented the Police Department's annual report for the year 2023 and answered questions from the Committee.

MOTION TO RECOMMEND THE COMMON COUNCIL ACCEPT AND FILE R. O. NO. 128-23-24.

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

7. R. O. No. 132-23-24 (4-3-24) by City Clerk submitting various license applications.

MOTION TO GRANT APPLICATION NOS. 3186 AND 3445 AND TO GRANT LICENSE APPLICATION NO. 3487 CONTINGENT UPON THEM OBTAINING A STREET FESTIVAL PERMIT, INCLUDING PERMISSION TO CLOSE THE STREET.

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

NEXT MEETING DATE

8. The next committee meeting is tentatively scheduled to be held on April 24, 2024

ADJOURN

9. Motion to adjourn sine die

MOTION TO ADJOURN SINE DIE AT 4:37 PM.

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

**CITY OF SHEBOYGAN
R. O. 135-23-24**

BY FIRE CHIEF (ERIC MONTELLANO).

APRIL 15, 2024.

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department, for the period commencing January 1, 2024 and ending March 31, 2024.

2024 FIRST QUARTER REPORT

	2022 EOY	2023 EOY	2023 YTD	2024 YTD
<u>Incident Types</u>				
Fires	92	87	14	18
Rescue & EMS	5,170	5,147	1,244	357
Non-Fires	1,558	1,409	297	1,337
TOTAL	6,820	6,643	1,555	1,712
<u>Station Incident Count Per Station</u>				
Station 1	2,003	2,032	440	546
Station 2	1,229	1,169	281	315
Station 3	1,677	1,652	378	387
Station 4	1,171	1,086	261	261
Station 5	609	556	154	165
Mutual Aid Given	131	85	19	11
Mutual Aid Received	54	56	9	5
Overlapping Calls (Percent)	64%	63%	62%	88%
Overlapping Calls (Count)	4,380	4,215	965	1,516
<u>Fire Loss</u>				
Incidents	61	60	6	18
Pre Incident Value	\$ 163,942,270	\$ 59,645,278	\$ 2,880,200	\$ 23,921,250
Property Loss	\$ 887,790	\$ 745,460	\$ 84,250	\$ 138,150
Content Loss	\$ 1,115,910	\$ 205,730	\$ 11,150	\$ 45,000
Total Loss	\$ 2,003,700	\$ 951,190	\$ 95,400	\$ 183,150
Average Loss	\$ 32,848	\$ 15,853	\$ 15,900	\$ 10,774
Property Saved	\$ 161,938,570	\$ 58,694,088	\$ 2,784,800	\$ 23,738,100
<u>Workload</u>				
Inspections	2,267	2,556	984	25
School Safety Programs (Students)	3148	3118	0	0
Public Events	56	105	10	9
Station Tours	9	16	4	4
Installed Smoke Alarms	82	79	15	13
Fire Training Hours	4,981	17,060	4,267	4,070
EMS Training Hours	2,072	2,333	505	717.5
Investigations	84	78	9	18
<u>Effectiveness</u>				
ISO Rating	2	2	2	2

CITY OF SHEBOYGAN

REQUEST FOR LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Report of Officer, submitting the Quarterly Report from the Sheboygan Fire Department for the period commencing January 1, 2024 and ending March 31, 2024.

REPORT PREPARED BY: Eric Montellano, Fire Chief

REPORT DATE: April 5, 2024

MEETING DATE: May 15, 2024

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:	24-459

BACKGROUND / ANALYSIS:

Quarterly Benchmarks from the Fire Department for the period commencing January 1, 2024 and ending March 31, 2024 is presented for information and discussion as required by section 24-459 of the Municipal Code.

STAFF COMMENTS:

Highlights of the First Quarter of 2024 are as follows:

- Total call volume is 157 incidents higher than first quarter of 2023.
- Overlapping calls increased by 57%.
- Fire inspections are starting out slower than in the previous year as the department continues to implement a new fire reporting program. It is also important to note that in 2023 a significant amount of inspections were completed by fire personnel serving on light-duty.
- Fire and EMS training hours remain on track with the previous year.

ACTION REQUESTED:

A motion to recommend approval of the Report of Officer No. 135-23-24 to the Common Council.

ATTACHMENTS:

- I. R.O. No. 135-23-24

**CITY OF SHEBOYGAN
R. O. 134-23-24**

BY POLICE CHIEF (CHRISTOPHER DOMAGALSKI).

APRIL 15, 2024.

Pursuant to section 30-50 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing January 1, 2024 and ending March 31, 2024.

	<u>Y-T-D</u> <u>3/31/24</u>	<u>Y-T-D</u> <u>3/31/23</u>	<u>2024</u> <u>Goals</u>	<u>2023</u> <u>Actual</u>	<u>2022</u> <u>Actual</u>
<u>Patrol and Investgations</u>					
Murder & Non-Negligent	1	0	0	0	0
Manslaughter					
Manslaughter by Negligence	0	0	0	0	0
Sex Offenses - Forcible	10	15	60	50	55
Sex Offenses - Non-Forcible	6	4	15	10	11
Aggravated Assault	30	31	100	117	110
Select Crimes Against Persons Total	47	50	200	177	176
Robbery	1	2	10	8	11
Burglary	7	13	100	65	65
Theft/Larceny	108	105	800	585	597
Motor Vehicle Theft	2	5	30	19	29
Arson	1	0	10	2	10
Select Crimes Against Property Total	119	125	950	679	712
Percent of Offenses Cleared	80%	69%	70%	61%	60%
Value of Property Stolen	\$214,491	\$152,926	\$500,000	\$451,440	\$684,397
Value of Property Recovered	\$134,555	\$58,018	\$200,000	\$305,082	\$340,673
Percent of Stolen Recovered	63%	38%	40%	68%	50%
Accident Investigations	371	375	1,500	1,390	1,418
Traffic Stops	1,415	1,328	No Goal	5,382	5,799
Traffic Arrests	1,048	960	No Goal	3,897	3,856
Other Arrests	662	714	No Goal	2,943	3,074
Speed Trailer Deployments	1	1	20	10	12
HVEE Deployments	96	24	12	210	68
Parking Tickets Issued	5,763	3,786	10,000	8,274	8,366
Bicycles Recovered	26	19	150	198	152
Involuntary Commitments	18	33	No Goal	110	138
<u>Administration</u>					
District Attorney Request for Digital Evidence	333	312	2,750	1,156	1,078
Open Records Requests	1,497	1,647	4,000	6,045	6,688
Nixle Messages Sent	10	23	250	60	92
Press Releases	2	7	50	15	23
Tweets	10	26	350	61	126
Facebook Followers*	19,185	17,768	19,500	18,503	17,515
Reported Crime Maps	28	26	104	98	87
Crime Comparison Reports	7	7	26	25	20

*Facebook no longer reports likes which were previously tracked

CITY OF SHEBOYGAN

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

ITEM DESCRIPTION: Report of Officer, submitting the Police Department Quarterly Report for the period commencing January 1, 2024, and ending March 31, 2024.

REPORT PREPARED BY: Christopher Domagalski, Chief of Police

REPORT DATE: May 9, 2024

MEETING DATE: May 15, 2024

FISCAL SUMMARY:

Budget Line Item:	N/A	Wisconsin	N/A
Budget Summary:	N/A	Statutes:	
Budgeted Expenditure:	N/A	Municipal Code:	Sec. 30-50
Budgeted Revenue:	N/A		

STATUTORY REFERENCE:

BACKGROUND / ANALYSIS:

The Quarterly Report of Benchmarks for the Police Department for the Period commencing January 1, 2024, and ending March 31, 2024, is presented for information and discussion as required by section 30-50 of the Municipal Code.

STAFF COMMENTS:

Highlights of the report are as follows:

- Part 1 Crime: There was a decrease in Part 1 crime in comparison to the same period in 2023(166 vs.175). This is due to an increase in aggravated assaults during the period of 31 vs. 21 in 2022.
- Traffic accidents for the period (371 vs. 375) were up down in comparison to 2023.
- There was a decrease in involuntary commitments year to date in comparison to the same period in 2023 (18 vs. 37).

ACTION REQUESTED:

Motion to recommend to Council to Approve the Report of Officer No. 134 - 23 - 24.

ATTACHMENTS:

- I. R.O No. 134 - 23 - 24

**CITY OF SHEBOYGAN
RESOLUTION 7-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

MAY 6, 2024.

A RESOLUTION authorizing the appropriate City officials to execute the Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention in Milwaukee, Wisconsin, between the City of Milwaukee and the City of Sheboygan.

RESOLVED: That the Common Council authorizes the Police Chief to execute the Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention, a copy of which is attached hereto and incorporated herein, on behalf of the City of Sheboygan, and to take such actions (including filling out the forms found in Exhibits A and B) to provide police support at the Republican National Convention.

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

CONTRACT NUMBER: See Exhibit A
CONTRACTOR: See Exhibit A
COMMON COUNCIL RESOLUTION: 231078

Distribution via DocuSign in this order:

- Assisting agency signatories – Signature/final copy
- Chief (Fire or Police) – Signature/final copy
- Aaron Robinette – Initials/final copy
- Claudia Orugbani – Initials/final copy
- “Comptroller Senior Management” (see DocuSign address book) – Signature/final copy
- City Attorney (ACA Foundos) – Signature/final copy
- Andrea Fowler – final copy (no signature)

**Intergovernmental Agreement for Law Enforcement Services for the
2024 Republican National Convention**

I. Definitions. The following definitions apply to this Agreement.

1. **Agreement** means this Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.
2. **Assisting Personnel** means those personnel provided by Contractor to assist Milwaukee pursuant to this Agreement.
3. **Convention** means the 2024 Republican National Convention to be held in the City presently scheduled for July 15-18, 2024.
4. **In Writing** means a written communication via the official Milwaukee email account (@milwaukee.gov) of the MPD Chief, MPD Chief of Staff, or the Chief’s designees.
5. **MPD** means the City of Milwaukee Police Department.
6. **Milwaukee** means the City of Milwaukee, Wisconsin.
7. **Parties** means Milwaukee and Contractor; **Party** means Milwaukee or Contractor.
8. **Security Plan** means the security plan developed for the Convention by the U.S. Secret Service, in consultation with the Milwaukee Police Department, the Milwaukee Fire Department, and other local, state and federal agencies.
9. **Security Grant** means the grant provided to Milwaukee by the U.S. Department of Justice and/or the U.S. Department of Homeland Security to provide security for the Convention.
10. **Contractor** means the name of the Contractor identified in Exhibit A.

II. Background.

1. Milwaukee has been chosen as the host city for the Convention. Milwaukee has various security obligations for the Convention pursuant to the Security Plan and an agreement between Milwaukee, the Convention host committee, and the Republican National Committee.
2. Milwaukee requires the assistance of non-Milwaukee police personnel in support of its Convention security obligations.
3. Milwaukee expects to and/or has received the Security Grant to pay for costs associated with securing the Convention, including the law enforcement services described in this Agreement.

IV. Exhibits. Exhibits A and B are incorporated into the Agreement, and contain information and forms specific to Contractor. Contractor agrees to provide the personnel and/or equipment listed in Exhibit B, at the times as listed in Exhibit B, and with all information required of Exhibits A and B. Contractor shall submit a “Final” version of Exhibit B at the appropriate times as specified in this Agreement.

V. Additional Terms of Agreement.

1. **Authority to Execute.** The Parties each represent that they, and their signatories, possess the legal authority to enter into the Agreement and to validly and legally bind their respective Party to all terms of the Agreement.
2. **Term.** The term of the Agreement shall begin on the date of final execution of the Agreement by both Parties and shall end upon the completion of all obligations of the Agreement and participation in administrative proceedings and/or criminal and/or civil trials and/or audits by Milwaukee or Federal auditors.
3. **Amount.** Contractor shall not be paid more than the amount set forth in Exhibit B titled “Total Cost,” in the section entitled “Total Request for Reimbursement” which is the estimated total cost for Contractor’s performance under the Agreement. The amount may be increased or decreased only by written amendment of the Agreement or In Writing.
4. **Payment.**
 - 4.1 **Costs Reimbursed.** Contractor shall be reimbursed for costs that are all of the following, as applicable: (1) properly supported by the documentation set forth below in the section entitled “Payment Requests” and in Exhibit B; (2) included in the Agreement budget or otherwise approved In Writing; (3) for personnel time, time spent in an “on duty” status between the time Assisting Personnel check in with MPD and the time that they check out with MPD at the end of their shift, in accordance with duty assignments distributed by MPD, or in training assigned by MPD, and at the rate(s) provided in Exhibit B; (4) for transportation, mileage or airfare at current United States General Services Administration rates and policies as set forth in Exhibit B; and (5) for equipment at the rates set forth in Exhibit B and at market rate repair costs for any damage to such equipment.
 - 4.2 **Costs Not Reimbursed.** Irrespective of any costs set forth in the budget, Contractor shall not be paid for any of the following:
 - 4.2.1 Assisting Personnel’s time while located at their place of lodging or home or while traveling to or from their place of lodging or home to the duty station to which they are assigned by MPD or to the location of any training, unless such personnel are covered by a collective bargaining agreement, employment contract, ordinance or other law requiring them to be paid for such time and travel and documentation is provided as required below.
 - 4.2.2 Costs in violation of any federal, state, or local law, regulation, or rule, or this Agreement.
 - 4.2.3 Costs in violation of the terms of the Security Grant award letter to Milwaukee, which shall be provided to Contractor under separate cover and which shall be incorporated into the Agreement at the time the document is provided to Contractor.
 - 4.2.4 Rates of pay that exceed the normal salary and benefits of Assisting Personnel.
 - 4.2.5 Hours worked outside those established by MPD unless pre-approved In Writing. In Writing approval may be provided retroactively if Assisting Personnel are acting on a

direct command from MPD or responding to an emergency situation which, in their professional judgment, reasonably requires them to provide services outside of their assigned work hours to protect public safety. In such instances, Assisting Personnel shall seek approval from Milwaukee MPD command at the earliest reasonable time.

- 4.2.6 Costs of personal entertainment, miscellaneous items, additional food, or transportation beyond that provided or authorized In Writing.

4.3 Payment Requests. Payment requests shall be submitted to Milwaukee no later than September 2, 2024, and must include the following supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the grant. Failure to include this information in a payment request may result in the denial of the payment request:

- 4.3.1 “Final” version of Exhibit B, and all documentation required therein.
- 4.3.2 If requested, copies of the relevant portion of a collective bargaining agreement, employment contract, ordinance, law, requiring Assisting Personnel to be paid for travel time and overtime.
- 4.3.3 Such other documentation as Milwaukee may reasonably request, or which has been requested by the U.S. Department of Justice, local, state, or federal auditors.
- 4.3.4 If Contractor is budgeted to procure any items or services, it must follow the procurement rules set forth at 2 C.F.R. 200, and must maintain records and make such records available to Milwaukee upon request and must be sufficient to establish (1) the rationale for the method of purchase, (2) selection of the contract type, (3) contractor selection or rejection, and (4) the basis of the contract price (*see* 2 C.F.R. § 200.318(i)).
- 4.3.5 A completed W-9 form.

4.4 Timing of payments and recoupment.

- 4.4.1 Payment requests shall be reviewed in the order received. Payment is anticipated to be made within 45 days after a complete reimbursement package is received by Milwaukee. A reimbursement package is deemed to be complete after any/all requests for information made by Milwaukee to Contractor have been received and no further questions remain.
- 4.4.2 Final payment under the Agreement shall be predicated, at Milwaukee’s option, on a final audit of Contractor’s documentation by Milwaukee, state, or federal officials.
- 4.4.3 Contractor shall reimburse Milwaukee for any disbursed funds that Milwaukee, or local, state, or federal auditors determine have been misused or misappropriated, or for which such auditors determine were not properly supported or were not properly allocable to the Security Grant. Such reimbursement of funds shall be due upon Milwaukee’s written demand to Contractor.

4.5 Risk. Reimbursements under the Agreement are conditioned upon the City’s actual receipt of funds from the granting authority, and Contractor undertakes any work performed before the City’s receipt of such funds at its own risk. Irrespective of any other term of this Agreement, should City fail to be awarded a federal security grant sufficient to cover the costs of all City’s security obligations under the Security Plan, City may terminate this Agreement.

5. **Records, Audit, and Information Requests.**

5.1 Information requested pursuant to payment requests and audit. Contractor shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of Milwaukee, local, state, or federal audits.

- 5.2 **Federal Grant Record Retention Requirements.** Contractor will retain those records required by 2 C.F.R. § 200.334 for a period of three years after it receives notice from Milwaukee that Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 5.3 **Wisconsin Public Records Law.** The Parties understand and agree that they are each Authorities under the Wisconsin Public Records Law, Wis. Stat. § 19.21, et seq. Irrespective of any other term of this Agreement, Contractor is obligated to retain Records for seven years from the date of the Record's creation. The requirements of this section are in addition to, and not in place of, the retention requirements of any other section or paragraph. This term shall survive for a period of seven years after termination or expiration of this Agreement.
6. **Security Information.** Contractor shall comply with all privilege and confidentiality requirements and procedures set forth by the U.S. Department of Homeland Security, the U.S. Secret Service or any other governmental entity. If Contractor has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the Convention, Contractor shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record.
7. **Choice of Law and Venue.** The Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. Contractor and Wisconsin agree that for any claim or suit or other dispute relating to the Agreement that cannot be mutually resolved, jurisdiction and venue shall be in an appropriate court of competent jurisdiction sitting in Milwaukee County, Wisconsin. Contractor agrees to submit itself to the jurisdiction of said courts, to the exclusion of any other court that may have jurisdiction over such a dispute according to any other law, except that, if another party obtains jurisdiction over Milwaukee for claims or other actions involving or related to the Agreement in a different forum or venue, Contractor agrees that it shall submit to the jurisdiction of such forum or venue.
8. **Liability.** Except as otherwise provided in this Agreement, each Party agrees that it will be responsible for its own acts and/or omissions and those of its Assisting Personnel, officials, employees, representatives, and agents in carrying out the terms of this Agreement to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other Party.
9. **No Waiver.** Irrespective of any term of this Agreement, nothing contained in this Agreement shall waive or amend, nor be construed to waive or amend any privilege, defense, limitation of liability, or immunity that either Party, their respective officials, agents, or employees may have under any applicable federal, state, local, or common law.
10. **Sam.gov profile.** Contractor is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number during the term of the Agreement.
11. **Independent legal entities and employment.**
- 11.1 **Independent Legal Entities.** Contractor is an independent legal entity, and neither Contractor, nor Contractor's employees, agents, and/or Assisting Personnel are employees of City, nor are they entitled to any fringe benefits or any other benefits to which City's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Contractor receiving payment under this Agreement shall be the sole responsibility of Contractor. City and Contractor form no joint venture or legal partnership under this Agreement.

- 11.2 Assisting Personnel Remain Employees of Contractor. Contractor acknowledges and affirms that Contractor remains fully responsible for any and all obligations as the employer of its Assisting Personnel, including among other things: responsibility for the payments of: (i) earnings; (ii) overtime earnings; (iii) withholdings; (iv) insurance coverage; (v) workers' compensation; (vi) death benefits; (vii) medical and legal indemnity where lawful and appropriate; and (viii) all other requirements by law, regulations, ordinance, or contract. Assisting Personnel remain employees of Contractor. Contractor shall be responsible for the payment of any compensation or death benefits to Assisting Personnel who are injured or killed while providing services to City under the terms of this Agreement. City is not obligated to reimburse Contractor for those expenses under the terms of this Agreement. This paragraph does not diminish the City's reimbursement obligations set forth elsewhere in this Agreement. **Because Contractor is claiming reimbursement for fringe benefits, including worker's compensation contributions/premiums, Contractor expressly waives any right to reimbursement for worker's compensation or other medical liability claims, including but not limited to claims under Wis. Stat. § 66.0513(2).**
12. **Indemnification.** The City shall indemnify Contractor and Assisting Personnel for liability to third parties incurred while Assisting Personnel are acting within the scope of their employment to fulfill the terms of this Agreement to the extent required by Wis. Stat. § 66.0313.
13. **Notices.** Any notices to be given under these terms and conditions unless otherwise stated shall be submitted via certified mail, return receipt requested, and shall be deemed delivered upon receipt of electronic delivery notice to the persons at the addresses identified "Contractor Contact Information" and "Milwaukee Contact Information" in Exhibit A.
14. **Remedies for noncompliance.** If Contractor fails to comply with any term of the Agreement Milwaukee may take one or more of the following actions:
- 14.1 Temporarily withhold reimbursement pending correction of the deficiency or breach;
 - 14.2 Deny both use of funds for all or part of the activity or action not in compliance;
 - 14.3 Wholly or partially suspend the Agreement;
 - 14.4 Withhold further reimbursement;
 - 14.5 Terminate the Agreement;
 - 14.6 Take other remedies that may be legally available.
15. **Termination.**
- 15.1 Termination by Milwaukee. Milwaukee may terminate the Agreement at any time for any reason upon written notice to Contractor. Contractor will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred as set forth in the Agreement budget prior to the date of termination under the following circumstances: (1) such costs are properly documented as required in the Agreement; (2) such costs do not exceed the amount allowed under the Agreement; and (3) a report of progress to date of termination has been submitted to Milwaukee. Upon notice of termination, Contractor shall cease to incur or obligate new costs under this program. Milwaukee may terminate the Agreement without payment of costs if Contractor fails to comply with or perform any material term, condition, or obligation contained in the Agreement, and either such breach cannot be cured or, if such breach may be cured, Contractor fails to cure such breach within seven (7) calendar days after Milwaukee provides Contractor with notice of such failure.

- 15.2 **Termination by Contractor.** Contractor may terminate the Agreement if Contractor is not able to both fulfil the terms of the Agreement and ensure the public safety of its own jurisdiction due to an emergent circumstance. Upon Contractor's termination of the Agreement, Contractor shall fully refund to Milwaukee all costs, funds, or other prepayments that Milwaukee may have paid to Contractor pursuant to the Agreement (if any). Contractor shall be reimbursed according to the procedures set forth in the Agreement for costs incurred during any provision of Agreement services to Milwaukee. Contractor shall provide notice of termination to Milwaukee as soon as practical upon discovery of conditions requiring the termination.
16. **Amendment.** The Agreement may be amended only by joint written agreement between the Parties.
17. **Headings.** The captions and headings of paragraphs and sections in this Agreement are for convenience of reference only and shall not be construed as defining or limiting the terms.
18. **Survival.** The terms of the Agreement and any exhibits and attachments that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.
19. **Lobbying.** Contractor agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Funds provided pursuant to the Agreement may not be used to influence federal contracting or financial transactions.
20. **Debarment.** By executing the Agreement, Contractor certifies neither it, nor any of its respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs), and that Contractor will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment using funds provided by this Agreement. Contractor agrees that it will take all steps necessary to ensure that it and its respective principals do not become debarred, suspended or proposed for debarment for federal financial assistance. If Contractor becomes debarred, it will immediately notify Milwaukee, and such debarment may be grounds for termination of the Agreement.
21. **Entire agreement, amendments, severability.**
- 21.1 **Entire Agreement.** The Agreement constitutes the entire agreement between Milwaukee and Contractor concerning its subject matter and supersedes all prior agreements, discussions, representations, warranties and covenants between them concerning the subject matter of the Agreement.
- 21.2 **Severability.** If any term of the Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms of the Agreement shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term as determined by Milwaukee.

22. Certifications and incorporation of federally required terms. The following terms and conditions are incorporated into the Addendum:

- 22.1 Amendment Permitted. This list of federally required contract terms may be amended by Milwaukee in the event that the Security Grant contains additional required terms.
- 22.2 Record Retention. Contractor certifies that it will comply with the record retention requirements detailed in 2 C.F.R. § 200.334. Contractor further certifies that it will retain all records as required by 2 C.F.R. § 200.334 for a period of three (3) years after the Term.
- 22.3 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. If this Agreement exceeds one hundred fifty thousand dollars (\$150,000), Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency (the U.S. Department of Justice) and the Regional Office of the Environmental Protection Agency (EPA).
- 22.4 Energy Efficiency. Contractor certifies that it will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 22.5 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Agreement exceeds one hundred thousand dollars (\$100,000), Contractor certifies that:
- 22.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 22.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall request from Milwaukee and provide, completed, to Milwaukee the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).
- 22.5.3 Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-contractors shall certify and disclose accordingly.
- 22.5.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a

prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure. Contractor certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification.

- 22.6 DHS Seal, Logo, and Flags. Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management (FEMA) pre-approval.
- 22.7 Federal Government is Not a Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to any party pertaining to any matter resulting from the Agreement.
- 22.8 Domestic preferences for procurements. Pursuant to 2 C.F.R. §200.322, as appropriate and if applicable, and to the extent consistent with law, Contractor should, to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under the Agreement.
- 22.9 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor shall not knowingly use funds under this Agreement to purchase, or enter into subcontracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 C.F.R. § 200.216. In the event Contractor identifies covered telecommunications equipment or services that constitute a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 C.F.R. § 200.216, during Agreement performance, Contractor shall alert Milwaukee as soon as possible and shall provide information on any measures taken to prevent recurrence.
- 22.10 Prohibition on confidentiality agreements. Contractor may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- 22.11 All terms found in 2 C.F.R. § 200, Appendix II, if not incorporated elsewhere in this Addendum.

23. **Organizational Structure and Law Enforcement Procedures.**

- 23.1 Unified Incident Command. At all times while operating under this Agreement, Assisting Personnel shall be subject to the structure of supervision, command, and control coordinated by MPD through a unified incident command structure, irrespective of the rank or job title normally held by any member of Assisting Personnel within their own agency.

- 23.2 Lead Local Law Enforcement Agency and Assignments. MPD is the lead local law enforcement agency for purposes of the Convention Security Plan. The Milwaukee Police Chief, or their designee, will communicate the specific assignments for Assisting Personnel to Contractor's commanding officer. Should Contractor object to any specific assignment, it shall make an objection to MPD and MPD shall reasonably attempt to accommodate the objection. The decision of the MPD regarding the objection and the requirements of the Security Plan shall control.
- 23.3 Policies and Law to Apply. Assisting Personnel will abide by applicable MPD policies, the lawful commands of the MPD Chief of Police and their designees, City of Milwaukee Municipal Code of Ordinances, Wisconsin law, and the United States Constitution. Rules of engagement and applicable standard operating procedures are available at <https://milw.sharepoint.com/:f:/r/sites/MPDRNCInformationCenter/Shared%20Documents/General?csf=1&web=1&e=KpTEFq> (see "Outside Agency Documents" → "Files" → "Wisconsin Intergovernmental Agreements Documents" folder) and must be complied with at all times by Assisting Personnel. All other documents are available from Milwaukee upon request. To activate this link, and access these documents, please request access by contacting the MPD RNC Planning Unit by email at MPD_RNC2024@milwaukee.gov or by telephone at (414) 935-7171.
- 23.4 Police Authority. Most Assisting Personnel duty assignments shall include the assignment of at least one MPD officer. Should an arrest or stop be required, the MPD officer shall conduct the arrest, and Assisting Personnel shall assist as directed. Assisting Personnel shall not conduct arrests or stops unless required to do so by emergent circumstances in which an MPD officer is not available or capable of conducting the arrest or stop. In such cases, the arresting officer shall include an MPD officer at his/her earliest opportunity and shall provide that MPD officer with all relevant and/or requested information. This Agreement is a request for assistance pursuant to Wis. Stat. §§ 66.0301 and 66.0313, pursuant to which a responding Wisconsin officer may assist with an arrest, notwithstanding any other jurisdictional provision.
- 23.5 Conformance to Security Plan. All functions and duties to be performed by Assisting Personnel shall conform to the Security Plan, as relayed by the MPD Chief of Police and their designees.

24. **Assisting Personnel and Responsibilities.**

- 24.1 Assisting Personnel to Participate in Training. Upon reasonable advance written notification from MPD, Assisting Personnel shall participate in Convention training activities (whether in person or online) that are coordinated by MPD. MPD shall make reasonable efforts to coordinate the training schedule with Contractor.
- 24.2 Services Limited. Assisting Personnel shall only provide services in which they are already experienced and for which they are licensed or certified under the law of Contractor.
- 24.3 Field Operations Guide. MPD presently expects to provide a Field Operations Guide to Assisting Personnel as they arrive in Milwaukee, with which Assisting Personnel shall comply at all times while functioning under the terms of the Agreement.
- 24.4 Assisting Personnel to Participate in After Action Activities. At the request of Milwaukee, Contractor shall reasonably provide information, participate in debriefings, respond to information requests required for insurance or audit purposes, and reasonably aid Milwaukee in the prosecution or defense of any civil or criminal proceedings related to Contractor's performance under the Agreement or in any matter in which Assisting Personnel or Contractor is identified by Milwaukee as a witness. Such assistance shall include the provision of

personnel or other records in administrative, criminal, and/or civil proceedings as reasonably requested by Milwaukee.

24.5 Assisting Personnel Criteria. Each Assisting Personnel provided by Contractor shall meet each of the following criteria:

24.5.1 Be licensed or certified as a law enforcement officer or equivalent by Contractor.

24.5.2 By reason of experience, training, and physical fitness, be qualified and capable of performing the duties required of an active duty licensed or certified police officer assigned to an event of the Convention's size and scope.

24.5.3 If assigned to the Major Incident Response Team, have completed Mobile Field Force training or its equivalent and other training as required by MPD or the United States Secret Service.

24.5.4 Employed as a licensed or certified non-probationary officer with at least 1 year of service by Assisting Governmental Unit and be an officer in good standing at all times until the completion of the Convention.

24.5.5 Have not been (i) sued in an individual capacity and adjudicated as liable for violations of the U.S. Constitution, or (ii) have sustained complaints for the use of excessive, unreasonable or unnecessary force within the last five years.

24.6 Declining Personnel. At any time, Milwaukee may decline assignment or deployment of any Assisting Personnel without cause or explanation. In the event such personnel are declined through no fault of Contractor or Assisting Personnel, Milwaukee shall reimburse Contractor for any costs budgeted for under the Agreement and already incurred.

24.7 Assisting Personnel Equipment.

24.7.1 Each Assisting Personnel shall be equipped by Contractor at Contractor's own expense with a seasonally appropriate patrol uniform and equipment, including service belt, service weapon, radio, and personal soft ballistic body armor. Assisting Personnel shall not bring to their assignments any chemical or other non-lethal munitions except as authorized by MPD via the sanctioned equipment list described below.

24.7.2 A complete, sanctioned, equipment list is will be provided to Contractor at least sixty (60) days before the Convention. Any equipment, gear, service weapons or munitions that are not included on the equipment list may not be used by Assisting Personnel as part of their assignments unless MPD consents to the use of such In Writing.

24.7.3 Assisting Personnel may not bring or utilize any demo equipment provided at low or no cost by a supplier seeking to demonstrate new equipment.

25. **Milwaukee Responsibilities**. In addition to Milwaukee's lead law enforcement agency responsibilities for the Convention, Milwaukee will provide the following:

25.1 Training. Training for Assisting Personnel, as and if determined necessary by MPD or the United States Secret Service.

25.2 Lodging and Food. Milwaukee will provide lodging for Assisting Personnel whose home agency is located more than 50 road miles outside of Milwaukee. Milwaukee will also provide a per diem for all Assisting Personnel for those times that they are stationed in Milwaukee, as specified in Exhibit B. Any expenditures for food or lodging outside of those provided by Milwaukee shall be at Assisting Personnel or Contractor's own expense.

26. **Discipline / Probable Cause Matters.** Milwaukee shall refer disciplinary matters involving Assisting Personnel to Contractor. Based on the judgment of Milwaukee, if a particular matter represents probable cause for the issuance of a criminal complaint, then such matter shall be referred directly to MPD or an external law enforcement agency for investigation with appropriate notice to Contractor.

IN WITNESS WHEREOF, the City and Contractor have fully executed this Agreement as of the date of the final signature below:

CITY OF MILWAUKEE,
A Municipal Corporation

By Its Milwaukee Police Department

By: _____
Chief Jeffrey B. Norman

Date: _____

CONTRACTOR: See Exhibit A

By: _____ Title: _____ Date: _____

By: _____ Title: _____ Date: _____

Countersigned:

_____ Date: _____
(City Comptroller)

Date: _____

___Initials (Comptroller Staff)

___Initials (Comptroller Staff)

Examined and approved as to form and execution this ___ day of _____, 2024.

Assistant City Attorney

Exhibit A to Intergovernmental Agreement for Law Enforcement Services for the 2024 Republican National Convention.

I. Contract Number.

[Empty text box for Contract Number]

II. Contractor Name, Contact Information, and UEI.

Contractor Name	Name:
Contractor Unique Entity Identifier	UEI:
Contractor Contact - regular communication	Name: Phone: Email:
Contractor Contact - official notice	Name: Address: With copy to (email):

III. Milwaukee Contact Information.

Milwaukee Contact - regular communication	Name: Phone: Email:
Milwaukee Contact - official notice	Name: Address: Email: With copy to (email): Andrea Fowler at anfowler@milwaukee.gov

IV. Overtime Policy.

If Contractor is requesting any reimbursement at overtime rates, provide a description of Contractor’s overtime policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the following overtime policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.

Overtime description and citations:

[Empty text box for Overtime Policy description]

V. Travel Policy.

If Contractor is requesting any reimbursement of wages paid for travel time, provide a description of Contractor’s travel policy, including when overtime must be paid with citations to appropriate collective bargaining agreements, laws, procedures, etc., and attach excerpts from these documents to this exhibit. Execution of the Agreement certifies that the

following travel policy and citations are factual. Contractor agrees to provide complete copies of the documents excerpted and/or cited upon request.

Overtime description and citations:

Transportation Total

\$

Item 10.

Additional Requested Costs (Not Listed Above)

Item 10.

Additional Expenses: Provide a detailed description and total cost for any additional expenses not listed specifically on this form where reimbursement is being requested. Please be aware of any applicable federal per diem rates related to your request.

Please provide any supporting documentation and/or calculations that will help facilitate the review of your request. **Example:** If your trip to and from Milwaukee will require overnight lodging, please provide the number of officers who required this accommodation and the estimate/invoice per room for the total cost of the lodging.

NOTE: Any reimbursement under this section that are not included in the approved Estimate must be preapproved In Writing by the City and such preapproval shall be attached to this form.

Description of Additional Cost	Amount of Total Cost
	\$ -
	\$ -
Total	\$ -

Equipment

Equipment Name	Dates of Use	# Days	Written Cost Calculation (e.g., daily rate of \$100 x 4 days + estimated fuel costs of \$300)	Total Cost
Total				\$ -

Total Request for Reimbursement

Salary	\$0.00
Meals Per Diem Costs	-
Transportation	-
Additional Expenses	-
Total Cost	\$ -

**CITY OF SHEBOYGAN
RESOLUTION 12-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

MAY 6, 2024.

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.

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 and not imposing any requirement or restriction for the full-service retail outlet of 3 Sheeps Brewing located at 1837 North Avenue in Sheboygan.

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

Producer Full-Service Retail Sales Application

Date

Part A: Producer Information

1. Business Legal Name (individual name if sole proprietor) Three Sheeps Brewing Company, LLC		
2. Business Name or DBA 3 Sheeps Brewing	3. Agent Name Grant Pauly	
4. FEIN 45-3050478	5. Wisconsin Seller's Permit Number 456-1027464658-02	
6. Wisconsin Producer Permit Number 309-1024484569-03	7. Producer Type <input checked="" type="checkbox"/> Brewery <input type="checkbox"/> Winery <input type="checkbox"/> 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	Manufacturer/Rectifier	Winery
<input type="checkbox"/> Less than 250 barrels	<input type="checkbox"/> Less than 1,500 liters	<input type="checkbox"/> Less than 1,000 gallons
<input type="checkbox"/> 250 - 2,499 barrels	<input type="checkbox"/> 1,500 - 4,999 liters	<input type="checkbox"/> 1,000 - 4,999 gallons
<input type="checkbox"/> 2,500 - 7,499 barrels	<input type="checkbox"/> 5,000 - 34,999 liters	<input type="checkbox"/> 5,000 - 24,999 gallons
<input checked="" type="checkbox"/> 7,500 or more barrels	<input type="checkbox"/> 35,000 or more liters	<input type="checkbox"/> 25,000 or more gallons
Calendar year: 2023	Calendar year:	Calendar year:
Quantity: 12,111	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 05/15/24	2. Production Premises Address 1837 North Ave		
3. City Sheboygan	4. State WI	5. Zip Code 53083	
6. County Sheboygan	7. Governing Municipality <input checked="" type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village of: Sheboygan		

Part D: Request for Fixed Full-Service Retail Outlet

1. Are you transferring one fixed full-service retail outlet to a new location? <input type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> 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 <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village		18. Premises Phone Number
of: _____			
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? <input type="checkbox"/> Yes <input type="checkbox"/> No			
21. What alcohol beverages will be offered for sale? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
22. What alcohol beverages does the permittee produce? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)			
23. How will customers be served? (check all that apply) ... <input type="checkbox"/> Samples <input type="checkbox"/> On-premises consumption <input type="checkbox"/> Off-premises consumption			

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

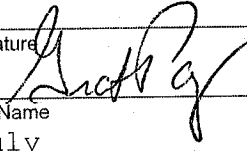
1. Name of Event (if applicable)		
2. Dates of Operation (attach a schedule, if necessary)	3. Hours of Operation	
4. Premises Address		
5. City	6. State	7. Zip Code
8. County	9. Governing Municipality <input type="checkbox"/> City <input type="checkbox"/> Town <input type="checkbox"/> Village	
of: _____		
10. Organizer of Event (if not the named applicant)	11. Email and/or Phone Number for Organizer of Event	
12. Organizer Website	13. Event Website	
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.		
15. On-Site Contact (Last Name, First Name)	16. On-Site Contact Phone	17. On-Site Contact Email
18. Will you operate a restaurant on the premises? <input type="checkbox"/> Yes <input type="checkbox"/> No		
19. What alcohol beverages will be offered for sale? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)		
20. What alcohol beverages does the permittee produce? (check all that apply) <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Intoxicating Liquor (other than wine)		
21. How will customers be served? (check all that apply) ... <input type="checkbox"/> Samples <input type="checkbox"/> On-premises consumption <input type="checkbox"/> 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 04/29/24	
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? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2. Will the municipality impose any requirements or restrictions for the full-service retail outlet? <input type="checkbox"/> Yes <input type="checkbox"/> 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

**CITY OF SHEBOYGAN
R. O. 140-23-24**

BY CITY CLERK.

APRIL 15, 2024.

Submitting various license applications.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3056	House Divided	840 Wilson Avenue – Two-day event 07/04/24 – 07/05/24 to include current premise and parking lots to the North, South, East, and West of building.
3056	House Divided	840 Wilson Avenue – One day event 08/03/24 to include current premise and parking lots to the North, South, East, and West of building.
3119	Vibes Bar	2513 S. 8 th Street – One day event 6/15/24 to include current premise and outside back of bar fences in area.
2726	John Michael Kohler Arts Center	608 New York Avenue – One day event 6/20/24 to include current premise and all grounds of JMKAC, City Green, and streets surrounding the Arts Center (6 th Street between NY Ave. and WI Ave., 7 th St. between NY Ave. and WI Ave., NY Ave. between 6 th St. and 7 th St., and WI Ave. between 6 th St. and 7 th St.
2726	John Michael Kohler Arts Center	608 New York Avenue – One day event 6/27/24 to include current premise and all grounds of JMKAC, City Green, and streets surrounding the Arts Center (6 th Street between NY Ave. and WI Ave., 7 th St. between NY Ave. and WI Ave., NY Ave. between 6 th St. and 7 th St., and WI Ave. between 6 th St. and 7 th St.

- 2726 John Michael Kohler Arts Center 608 New York Avenue – One day event
7/03/24 to include current premise and all
grounds of JMKAC, City Green, and streets
surrounding the Arts Center (6th Street
between NY Ave. and WI Ave., 7th St.
between NY Ave. and WI Ave., NY Ave.
between 6th St. and 7th St., and WI Ave.
between 6th St. and 7th St.
- 2726 John Michael Kohler Arts Center 608 New York Avenue – One day event
7/11/24 to include current premise and all
grounds of JMKAC, City Green, and streets
surrounding the Arts Center (6th Street
between NY Ave. and WI Ave., 7th St.
between NY Ave. and WI Ave., NY Ave.
between 6th St. and 7th St., and WI Ave.
between 6th St. and 7th St.
- 2726 John Michael Kohler Arts Center 608 New York Avenue – Two-day event
7/20/24 – 7/21/24 to include current premise
and all grounds of JMKAC, City Green, and
streets surrounding the Arts Center (6th Street
between NY Ave. and WI Ave., 7th St.
between NY Ave. and WI Ave., NY Ave.
between 6th St. and 7th St., and WI Ave.
between 6th St. and 7th St.
- 2726 John Michael Kohler Arts Center 608 New York Avenue – One day event
7/25/24 to include current premise and all
grounds of JMKAC, City Green, and streets
surrounding the Arts Center (6th Street
between NY Ave. and WI Ave., 7th St.
between NY Ave. and WI Ave., NY Ave.
between 6th St. and 7th St., and WI Ave.
between 6th St. and 7th St.
- 2726 John Michael Kohler Arts Center 608 New York Avenue – One day event
8/01/24 to include current premise and all
grounds of JMKAC, City Green, and streets
surrounding the Arts Center (6th Street
between NY Ave. and WI Ave., 7th St.
between NY Ave. and WI Ave., NY Ave.
between 6th St. and 7th St., and WI Ave.
between 6th St. and 7th St.

2726 John Michael Kohler Arts Center

608 New York Avenue – One day event
8/08/24 to include current premise and all
grounds of JMKAC, City Green, and streets
surrounding the Arts Center (6th Street
between NY Ave. and WI Ave., 7th St.
between NY Ave. and WI Ave., NY Ave.
between 6th St. and 7th St., and WI Ave.
between 6th St. and 7th St.

3434 John Michael Kohler Art Preserve

3636 Lower Falls Road – One day event
08/15/24 to include current premise and
parking lot South of building and grounds
East of the building.

**CITY OF SHEBOYGAN
R. O. 9-24-25**

BY CITY CLERK.

May 6, 2024.

Submitting various license applications.

CHANGE OF AGENT

Jennifer Lynn Waning is replacing Samuel D. Ames as agent effective immediately for Kwik Trip #780 located at 2622 S. Business Drive.

CHANGE OF AGENT

Sara Jane Stenske is replacing Jennifer L. Waning as agent effective immediately for Kwik Trip #1138 located at 1526 Broadway Avenue.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3445	J & J's Hotspot	1823 N. 12 th Street – One day event 5/11/24 to include current premise and entire parking lot on Southside of the building.
2085	Legend Larry's	733 Pennsylvania Avenue – One day event to be held 6/11/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8 th street west of the south west corner of the Legend Larry's building, and the center of 8 th street where 8 th meets Pennsylvania Avenues south edge.

- 2085 Legend Larry's 733 Pennsylvania Avenue – One day event to be held 6/18/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.
- 2085 Legend Larry's 733 Pennsylvania Avenue – One day event to be held 6/25/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.
- 2085 Legend Larry's 733 Pennsylvania Avenue – One day event to be held 7/2/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.
- 2085 Legend Larry's 733 Pennsylvania Avenue – One day event to be held 7/9/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point

at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 7/16/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 7/23/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry's

733 Pennsylvania Avenue – One day event to be held 7/30/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry's building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry’s 733 Pennsylvania Avenue – One day event to be held 8/6/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry’s building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

2085 Legend Larry’s 733 Pennsylvania Avenue – One day event to be held 8/13/24: to include temporarily add to the existing premises the area within the following 4 points: The north west corner of the existing premise, the south west corner of the existing premise, the point at the center of 8th street west of the south west corner of the Legend Larry’s building, and the center of 8th street where 8th meets Pennsylvania Avenues south edge.

“CLASS B” LIQUOR LICENSE (June 30, 2025)(RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Tankard Inc. (Brennans On Michigan)	1101 Michigan Avenue
2192	Calumet Diner, Inc. (Harry’s Diner)	2504 Calumet Drive
1525	Shar, Inc. (Fountain Park Lounge)	922 N. 8 th Street
3355	Bentley’s LLC (Sharpie’s On Broadway)	1645 S. 12 th Street
1516	Wayne H Emmer (Emmers)	906 S. 15 th Street

2949	Prohibition Bistro Inc. (Harrys Prohibition Bistro)	668 South Pier Drive
3603	Nanseas & KT Inc. (Itty Bitty Bar)	2140 Calumet Drive
2807	Sheboygan Columbus Institute (Knights Of Columbus)	833 Center Avenue
1936	Catering With Culinary Artists LLC (Black Pig)	821 N. 8 th Street
2100	Final Quest LLC (Whats Up)	1635 Michigan Avenue
2085	Legend Larrys LLC (Legend Larry's Wings & Things)	733 Pennsylvania Avenue
1795	Luigis Italian Restaurant (Luigis Italian Restaurant)	2910 Kohler Memorial Drive
3136	Sack Realty LLC (Franks Place)	3023 N. 15 th Street
3271	Sheboygan Tavern Enterprises LLC (Limelight Pub)	1702 S. 17 th Street
3508	Pop's Burger & Pizza House Inc. (Pop's Burger & Pizza House)	920 Michigan Avenue
3307	Umi Sushi & Steakhouse Inc. (Umi Sushi & Steak House)	519 N. 8 th Street
1799	James T. Passmore (George Michaels)	1422 N. 10 th Street

CLASS "B" BEER LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3407	Two Fingers LLC (Nanglo Momos & Curry)	1410 Indiana Avenue

“CLASS C” LICENSE (June 30, 2025) (RENEW)

3407	Two Fingers LLC (Nanglo Momos & Curry)	1410 Indiana Avenue
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“CLASS A” LIQUOR LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Wal-Mart Stores East LP (Wal-Mart Supercenter #1276)	3711 S. Taylor Drive
3214	Oneguide, Inc. (Tietz’s Piggly Wiggly #332)	3124 S. Business Drive
2702	Oneguide, Inc. (Tietz’s Piggly Wiggly #331)	2905 N. 15 th Street
2929	Aldi Inc. Wisconsin (Aldi #94)	919 S. Taylor Drive
3357	Aneek Inc. (Alex’s Corner Market)	723 Center Avenue

CLASS “A” BEER/”CLASS A” CIDER ONLY LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2710	Vish LLC (The Pig Stop)	2917 N. 15 th Street

CLASS “A” FERMENTED MALT BEVERAGE LICENSE (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3447	Krishna 1 Petroleum LLC (Fountain Park Stop -N- Go)	905 Erie Avenue
3287	Sheboygan Minimart LLC (Sheboygan BP)	1030 S. 14 th Street

CIGARETTE/TOBACCO (June 30, 2025) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2423	Wal-Mart Supercenter #1276	3711 S. Taylor Drive
3214	Tietz's Piggly Wiggly #332	3124 S. Business Drive
2702	Tietz's Piggly Wiggly #331	2905 N. 15 th Street
3287	Sheboygan BP	1030 S. 14 th Street
3357	Alex's Corner Market	723 Center Avenue
3447	Fountain Park Stop -N- Go	905 Erie Avenue
3374	VapinUSA	2629 Calumet Drive
3286	VapinUSA	2123 S. Business Drive
3582	The Dispensary	2113 S. Business Drive
3523	Speed Up 9	1230 N. Taylor Drive