



CITY OF VERONA
PUBLIC SAFETY AND WELFARE COMMITTEE
MONDAY, FEBRUARY 22, 2016 AT 6:00 P.M.
VERONA CITY CENTER
AGENDA

1. Call to order
2. Roll Call
3. Approval of Minutes from the January 25, 2016 Public Safety and Welfare Committee meeting
4. Discussion and possible action on an application for a Class "B" Beer and Reserve "Class B" Liquor License for Sugar Creek Pizza Company, LLC, Sarah D. Thomas, Agent, located at 957 Liberty Dr., Suite 100
5. Discussion and possible action on an application for a Class "B" Beer and Reserve "Class B" Liquor License for Mark Tuescher, d/b/a Treads, LLC, located at 407 W. Verona Avenue
6. Discussion regarding winter parking regulations signage
7. Discussion regarding private street signage
8. Discussion and possible action on parking on Breckenridge Road
9. Discussion and possible action regarding the City of Madison Police Training Center Use Agreement
10. Adjournment

Dale Yurs,
Chairperson

POSTED: Verona City Hall
Verona Public Library
Miller & Sons Market
City Web Page at: www.ci.verona.wi.us

IF YOU NEED AN INTERPRETER, MATERIALS IN ALTERNATIVE FORMATS OR OTHER ACCOMODATION TO ACCESS THE MEETING, PLEASE CONTACT THE CITY CLERK AT 608-845-6495 AT LEAST 48 HOURS PRECEDING THE MEETING. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE YOUR REQUEST.

**CITY OF MADISON POLICE TRAINING CENTER
USE AGREEMENT**

This AGREEMENT is made and entered between the City of Madison (hereafter referred to as "CITY") and City of Verona (hereafter referred to as "USER") for use of the City of Madison Police Department Training Center (hereafter "Training Center") located at 5702 Femrite Drive, Madison, Wisconsin 53718 on the date(s) and at the time(s) set forth below. This contract has been authorized on behalf of the CITY by Resolution ID No. 24223 adopted November 1, 2011.

Whereas the CITY owns and operates the Training Center and USER desires to rent the same for the term of this AGREEMENT, subject to the following terms and conditions, it is agreed as follows:

1. **TERM.**

The initial term of the AGREEMENT shall extend from the date of execution by the City of Madison Police Chief through December 31, 2016. Thereafter, the AGREEMENT shall be automatically renewed under the same terms and conditions, except that the fee charged under Section 3 may be increased by the City of Madison Police Chief in the event of administrative or building cost increases, for an additional one year period on January 1st, 2017 unless terminated by a Party as provided in Section 13. It is understood that the total contract term including any renewals shall not exceed two years total, i.e., until December 31, 2017.

CITY shall give USER written notice of any fee change for each subsequent year by September 15th of the current year. The terms and conditions of this AGREEMENT shall apply to any training scheduled by USER at the Madison Police Training Center Facility on or after January 1, 2016.

2. **SCHEDULING OF TRAINING DATES.**

During the term of this AGREEMENT under the original term and any renewal(s), USER Police Chief(s) or other individual designated in writing by USER Police Chief(s) shall submit any request(s) for Training Center Use on the Madison Police Training Center Use Application(s), providing all information required therein, including but not limited to the dates of training and estimated number of attendees. CITY will review the application(s) and accept or reject the request(s) based on facility availability and suitability of the training.

Supplementary training dates for employees/participants absent during the scheduled training or needing remedial training may be approved in writing by mutual agreement of the parties; any such dates will be scheduled and invoiced separately at the established per day/per shooter fee.

3. **FEES**

USER agrees to pay the CITY the sum of thirty dollars (\$30) per student/officer/attendee/participant per day – not to exceed an eight-hour block for the use of all or any part of the Training Center as requested by USER in its application and as approved by CITY, unless a flat fee rate (as designated below) has been approved by the Police Chief and mutually agreed to by the Parties. This fee shall include, and be limited to, making the Training Center available for use in a heated, lighted and clean condition. CITY reserves the right to deny a request for use of the Training Center to any USER owing a past due amount for use of the Training Center.

- Per student fee (\$30)
- Flat fee rate [Click here to enter text.](#) dollars
- Range Use Only: \$30/hour

A quarterly invoice will be sent to USER reflecting total fees for all Training Center use scheduled by User for the preceding quarter based on total days or parts thereof and actual number of attendees and including any cancellation charges payable under Section 10 "CANCELLATION." All fees shall be paid within thirty (30) days of receipt of

the invoice. Payment shall include the cost of repair or replacement of equipment as provided in Section 4 "EQUIPMENT" below.

4. **EQUIPMENT**

All equipment shall be requested at the time of application by using the Equipment Requisition Form which shall be filled out and submitted in conjunction with MPD Training Center Use Application Form. USER may not bring any equipment into the Training Center which is prohibited under Training Center and Range Rules. All equipment shall be returned to City in the same condition it was provided. User shall be responsible for any loss or damage to the Equipment for any reason other than normal wear and tear.

5. **TRAINING CENTER USE REQUIREMENTS**

A. **General Facility Use. These requirements apply to the entire facility, including the range.**

USER agrees to use the Training Center solely for the programs approved by the CITY and described and detailed in the Facilities Use Application including all lesson plans and related training materials submitted with the Facilities Use Application. CITY reserves the right to review and prohibit training programs that violate Training Center policies or safety practices.

USER agrees to abide by, and ensure that its employees/attendees abide by, all policies, rules, procedures and regulations governing use of the Training Center as established by CITY for all uses, programs and activities that USER schedules, conducts, participates in and supervises at the Training Center. CITY reserves the right to immediately suspend USER privileges for any individual, group or USER for violation of any Training Center policy, rule or regulation.

USER will ensure training and standards guidelines are followed by using state certified unified tactical instructors and following the instructor to student ratio.

CITY reserves the right to access all areas of the Training Center for facility operations or inspections.

In its use of the Training Center under this AGREEMENT, USER agrees to cooperate with all departments, officers, officials and employees of CITY.

It shall be the responsibility of USER, to maintain all training records for its personnel and programs conducted at the Training Center.

A copy of current Training Center Facility Use policies, procedures and regulations is contained in Attachment A. USER agrees that it will not establish, schedule or implement any activities or programs, nor allow any conduct, which violates the operating policies, procedures or regulations of the Training Center facility. USER further agrees that its Police Chief or Chief Law Enforcement Officer shall, by his/her signature on Attachment B, certify that s/he will adhere to the rules stated in Attachments A & B and will ensure that any of USER's training attendees are informed of said rules and required to adhere to them.

USER shall promptly report any accidents, injuries, damage or equipment malfunction to MPD Training Center Administrator.

USER shall be responsible for any loss or damage to the Training Center and its equipment for any reason other than normal wear and tear.

USER agrees to have all employees/participants/attendees review and follow the Training Center's policies, procedures and regulations while present in the Training Center.

B. Range Use. These supplementary requirements apply to range use only.

USER shall provide “Range Sign In” sheets (for each day of training) and “Acknowledgement of Range Rules” (for each day of training) for all of its participants/employees/attendees at its training event at the Training Center. USER shall provide copies to CITY upon completion of a training event.

USER range officers shall complete a City of Madison Police Department Range Officer Orientation course prior to using the firing range at the Training Center.

A copy of current Training Center Range Use policies, procedures and regulations is contained in Attachment B. USER agrees that it will not establish, schedule or implement any activities or programs, nor allow any conduct, which violates the operating policies, procedures or regulations of the range.

CITY reserves the right to have an employee present at all times to oversee the use and operations of the range.

USER agrees to have all employees/participants/attendees review and follow the Range policies, procedures and regulations while present in or using the Range area of the Training Center. In addition, USER agrees to review any lead or cleaning product related exposures with all employees/participants prior to any activities in the indoor range.

6. SCHEDULING

Use of the Training Center is scheduled on a first come, first served basis but subject to scheduling set forth in USER agreements. CITY shall act as master scheduler for all operations at the Training Center.

7. INDEMNIFICATION

The USER shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, and its officers, officials, agents and employees against all loss or expense (including liability costs and attorney’s fees) by reason of any claim or suit, or of liability imposed by law upon the CITY or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damages to property, including loss of use thereof, to the extent the foregoing are caused by or result from the USER’s or its employees’, members’, guests’ or invitees’ acts or omissions while using the Training Center. The obligations of USER under this paragraph shall survive the expiration or termination of this Agreement. USER’s aforesaid indemnity, defense and hold harmless obligation shall not be applicable to any liability to the extent caused by the negligence or willful misconduct of the CITY, its officers, officials, agents or employees.

8. INSURANCE

The USER shall provide the following insurance:

Commercial General Liability – each occurrence	\$1,000,000
Automobile Liability – combined single limit	\$1,000,000
Workers’ Compensation	Statutory
Employers Liability	100/500/100

9. MISCELLANEOUS

USER agrees to be responsible for paying all taxes related to this agreement (unless USER is tax-exempt by law), and acquiring all licenses and permits necessary for the described use of the Training Center. USER further agrees to abide by and have all employees, agents, invitees, and participants abide by all city, state, and federal laws during the course of USER’s Training

10. **CANCELLATION**

A. **BY CITY.** CITY retains the right to cancel, or interrupt or cause the termination of the USER's training program in the event of an unforeseen emergency which, requires emergency use or closure of the Training Center or when to do so is necessary in the interest of public safety. CITY shall work cooperatively with USER to reschedule the training at a mutually acceptable date.

B. **BY USER.** Cancellation by USER made 30 days in advance or less before the event will result in a charge of 50% of the total rental fee. Cancellation made more than 30 days will receive a full refund less 15% of the total rental fee or \$30 (whichever is greater) due for administration costs. Cancellation must be done in writing and signed by the person who signed the contract. In its sole discretion, CITY may waive all or part of the cancellation charges in the event USER's cancellation is due to a documented unforeseen emergency. MPD staff will close the facility if USER does not arrive within ½ hour after contracted time and does not call MPD at 261-5545.

11. **NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In the performance of work under this contract, USER agrees not to discriminate against any employee or applicant for employment because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. USER further agrees not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity, or national origin.

12. **GOVERNING LAW**

This AGREEMENT shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this AGREEMENT, that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

13. **THIRD PARTY BENEFICIARIES**

This AGREEMENT is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this AGREEMENT shall be construed to add to, supplement, amend, abridge or repeal existing, rights, benefits or privileges of any third party or parties, including but not limited to employees of any of the parties.

14. **TERMINATION**

A. Either PARTY may terminate this AGREEMENT upon sixty (60) days written notice.

B. In the event of a default by USER in its payment for more than (30) days from the date of billing, requests for subsequent training dates may be denied at CITY's option until the outstanding invoice has been paid in full. This option shall be in addition to any other right or remedy CITY may have under Paragraph C below.

C. In the event USER shall materially breach any of the covenants, agreements, commitments or conditions herein contained and such breach shall continue unremedied for a period of thirty (30) days after written notice thereof to USER, CITY may at its option and in addition to all other rights and remedies which it may have at law or in equity against USER forthwith have the cumulative right to immediately terminate this AGREEMENT.

15. **ENTIRE AGREEMENT**

This AGREEMENT and any attachments herein or incorporated by reference represent the complete and entire understanding between the Parties. This AGREEMENT supersedes any and all oral contracts and negotiations between the Parties.

16. **AUTHORIZATION**

Each Party warrants for itself that it has complied with all necessary requirements to execute this AGREEMENT and that the persons executing this AGREEMENT on its behalf are authorized to do so.

17. **NOTICES**

All notices to be given under the terms of this contract shall be in writing and signed by, or hand delivered to the addresses of the parties listed below:

FOR THE CITY:

Michael C. Koval, Chief of Police
City of Madison Police Department
211 S. Carroll St
Madison, WI 53703

FOR USER:

[Click here to enter text.](#)
[Click here to enter text.](#)
[Click here to enter text.](#)

18. **COUNTERPART SIGNATURES, ELECTRONIC DELIVERY**

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument. Signatures on this Agreement may be exchanged between the parties by facsimile, electronic scanned copy (.pdf) or similar technology and shall be as valid as original. Executed copies or counterparts of this Agreement may be delivered by facsimile or email and upon receipt will be deemed original and binding upon the parties hereto, whether or not a hard copy is also delivered. Copies of this Agreement, fully executed, shall be as valid as an original.

19. **COUNTERPART SIGNATURES**

The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

For USER:

(Type or Print Name of USER)

(Signature)

(Print Name and Title of Person signing)

For CITY OF MADISON

Michael C. Koval, Chief of Police

Date

Approved as to Form:

Michael P. May, City Attorney

Date

Kathy Schwenn, City Finance

Date

Eric Veum, Risk Manager

Date

Linda Covert, Training Center Sergeant

Date



Attachment A

Madison Police Training Facility

Facility Rules

- Learners and instructors are expected to be professional.
- Learners and instructors are expected to treat the entire facility with respect as if they owned the facility themselves.
- Learners and instructors must ensure the safety of all participants and cease training when unsafe conditions are present
- Learners and instructors will create an adult learning environment which does not condescend or discriminate
- Learners and instructors will report to the facility administrator or Madison Police Department “Officer in Charge” any injuries or property damage occurring at the training facility.
- The facility is to be used only by authorized, sworn law enforcement staff as approved by the facility administrator.
- No smoking or the use of any tobacco products is allowed inside the entire facility.
- No live ammunition in the gun cleaning room, simulators rooms, DAAT room or apartment simulator
- No unsafe training will be tolerated, nor will horseplay
- Training lesson plans must be pre-approved prior to any training
- Any unique training (such as “move and shoot”) must be pre-approved at least one week in advance.
- Doors will not be propped open, unless authorized by Madison Police staff
- If using a vehicle in the range, once positioned it must be turned off
- Personnel using the facility shall perform a perimeter check and secure the building upon completion of its use if there is no other training that day.
- If there is damage to the facility or to any equipment, it will be noted the date of occurrence in the “use log”.
- Instructors will sign in and out of the “use log” at the completion of each shift. Unless noted, the log will represent a clean, undamaged facility.



Attachment B

Madison Police Training Center
5702 Femrite Drive
Madison, Wisconsin 53718

FIREARMS RANGE RULES Shooter Responsibility

All shooters are required to enforce the range rules and point out any violations to the violator. Shooters observing violations are to report the violation to the Madison Police Training Staff as soon as possible.

Shooters using the range shall become familiar with the range safety rules and procedures prior to using the range. Each shooter, prior to using the range, must sign the Madison Police Training Center Range Rules Acknowledgement sheet.

User agencies that are conducting training must designate a responsible, trained individual as a Range Officer. There must be at least one Range Officer per 12 shooters.

Always assume every firearm is loaded.

Keep your finger off the trigger, and outside the trigger guard until you've made the decision to fire.

Know your target and what's beyond and around it.

Always keep the muzzle pointed in a safe direction.

Range Rules

1. Before handling a firearm for purposes other than live fire, the handler must:
 - a. Point the weapon in a safe direction with the finger off the trigger
 - b. Put the safety on
 - c. Pull the magazine from the weapon
 - d. Pull the slide to the rear and lock the slide back
 - e. Physically and visually inspect the chamber for live ammunition
2. Range Officers must submit a lesson plan for each new course of fire, to the Center Administrator, one week prior to using the range. Lesson plans will be reviewed to ensure the courses are in compliance with the Madison Police Department Training Center.
3. Eye and ear protection shall be worn on the range during live firearms training. Safety prescription glasses do not qualify as eye protection unless they have top and side protection. Baseball style caps are also recommended for additional eye protection. While in the firing range, spectators must wear ballistic vests and eye and ear protection.
4. Range Officers must wear protective ballistic vests while instructing on the range. While shooters are on the firing range, they must wear a ballistic vest.
5. Range Officers must have some type of communication with them when on the range (i.e. cell phone or portable radio) to call 911, in case of an emergency. All emergencies must be reported to the Madison Police Training Center Administrator (or staff, if the administrator is unavailable). Aid kits are located on the range for medical emergencies.
6. Know and obey all range rules. Follow all range commands as instructed by Range Officers.
7. Anyone who observes a potentially unsafe act or dangerous situation shall immediately call a "CEASE FIRE." When the command "Cease Fire" is given, all participants on that range shall:
 - a. Stop shooting IMMEDIATELY
 - b. Remove their finger from the trigger
 - c. Keep the gun pointed in a safe direction
 - d. Wait for further instructions from the Range Officer
8. When entering the facility grounds, all firearms will remain holstered or cased when not in actual use, unless you have been directed to do otherwise by a Range Officer. If you're wearing your firearm, it will remain holstered.



9. No loading or unloading of any firearm should take place in the parking lot or building. All loading and unloading of firearms will take place on designated firing lines, or loading and unloading traps. Magazines and speed loaders may be loaded in the Training Center.
10. When shotguns, rifles, and carbines are being carried to training areas uncased, they will be carried with the safety on, action open, magazine removed, and muzzle pointed in a safe direction. Loaded long guns removed from authorized vehicles for training will be carried with an empty chamber, safety on, and the muzzle in a safe direction, unless directed otherwise by the supervising Range Officer.
11. Prior to weapon cleaning, all weapons will be physically and visually checked and cleared of any ammunition. No live ammunition, while still in the weapon, will be brought into the Madison Police Department Training Center cleaning room from the firing range.
12. Firearms shall be inspected by the shooter to positively determine they are unloaded when using firearms for dry-fire training.
13. Madison Police Training Center staff will be providing all inert ammunition that will be used at the Training Center. If inert ammunition (“dummy rounds”) is used it must be the orange colored solid plastic type, S. T. Action Pro Orange Plastic filled brass casings, or a similar type “dummy round.” No reloaded brass dummy rounds are allowed. Empty casings that have not been reloaded may be used.
14. Firearms that are benched or grounded shall have the safeties on, actions open, magazines removed and muzzle pointed down range with the ejection port up, or be placed in an approved weapon rack.
15. Shooters shall not proceed onto a firing range or shoot without permission of a Range Officer.
16. No person is allowed to move any portion of his or her body in front of the firing line until the firing line is declared to be clear and the Range Officer grants permission. No person is allowed to handle a firearm or stand at the firing line when a shooter is down range.
17. Shoot only at authorized targets. Authorized targets are those targets either provided or pre-approved by Madison Police Training Center staff prior to use. No deliberate firing of target frames, marker signs, vertical supports, block walls or overhead baffles is allowed.
18. A yellow rope up in front of the firing line indicates that the range is closed. Absolutely no shooting will be allowed on this range until the Range Officer opens the range.
19. The Training Center Administrator may approve alternative target line placement based on the lesson plan and a potential ground ricochet evaluation.
20. In case of a misfire, shooters will keep the firearm pointed in a safe direction and immediately notify a Range Officer. Misfires include unusual sounding loads. Failure to feed, extract and eject are not misfires and is the responsibility of the shooter to tactically clear.
21. In the event of an unintentional discharge, a Range Officer and the Training Center Administrator must be notified immediately.
22. Persons not on the firing line will remain clear of the firing line while shooting is in progress unless directed otherwise by the Range Officer.
23. If a shooter is spoken to while on the firing line, the shooter will continue to face forward and reply from that position.
24. When finished shooting, shooters are required to remove used targets from the target stands and pick up all spent ammunition casings. Place the targets and the ammunition casings in the appropriate containers provided.
25. Absolutely no horseplay will be tolerated in or around the Training Center. Persons engaging in inappropriate conduct may be ordered to leave the facility by a Range Officer or any Madison Police Training Center staff. The person’s immediate supervisor will also be notified.
26. No person having a blood alcohol content of greater than .00 or under the influence of illicit drugs may possess or fire a weapon of any kind at the Madison Police Training Center.
27. Animals are not allowed on the firing ranges but can be in the vicinity. The animal must be under the control of the handler at all times while on the premises. Animals must remain in the designated area approved by the Training Center Administrator.
28. No armor piercing ammunition is to be fired on any of the ranges unless the Training Center Administrator gives authorization. Only brass casing ammunition is to be used on the firing ranges unless approved by the Training Center Administrator.
29. No food, beverages or tobacco products (including chew), are allowed on the ranges or in the firearms cleaning room due to the possible exposure to lead.
30. No “less lethal”/bean bags can be shot into the range bullet trap. A separate area will be designated for less lethal shotgun rounds prior to use.



31. Nothing above .50 rifle rounds in size can be fired on the range. Ammunition above .223 must be pre-approved by the Training Center Administrator.
32. Prohibited ammunition rounds on the range include any steel core or black tip ammunition.
33. Agencies must have prior approval by MPD staff for use of a vehicle (car only) inside the range
34. If a vehicle is used for training inside the range, the vehicle must be turned off immediately upon parking.
35. A spotter, in addition to the driver, must be used when operating the vehicle inside the range.

Weapons Cleaning Room Rules

- Shooters must wear a ballistic vest while cleaning his/her firearm in the weapons cleaning room.
- No live ammunition is allowed in the cleaning room while cleaning firearms.
- All Glock users are required to use the clearing trap in the weapons cleaning room by inserting the muzzle into the clearing trap, when pressing the trigger to field strip their weapon. The weapon should also have been cleared on the line & at the clearing barrels at the rear of the building prior to entering the cleaning room.
- All shooters and persons cleaning firearms must wash their hands when done to reduce the exposure to lead particles. Cold water is recommended.
- Officers are responsible for the security of their weapons and personal items while at the Training Center.
- Additional rules and procedures for the range may be posted in that area.

Madison Police Training Center Staff Phone Numbers:

Sgt. Linda Covert w: 608.261-5545 c: 608.577.3953
Lt. Marianne Flynn Statz w: 608.266.4147 c: 608.444.3475
Sgt. Tony Fiore w: 608.266.4003 c: 608.576.2300

(Chief/Sheriff Name and Title)

(Date)

(Law Enforcement Agency)

In signing, you agree to adhere to the Rules stated in Attachments A and B and to ensure that your training attendees will be informed of and required to adhere to them.

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning _____ 20____ ;
 ending June 30 2016 ;

TO THE GOVERNING BODY of the: Town of }
 Village of } Verona
 City of }

County of Dane Aldermanic Dist. No. _____ (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Tuescher Mark R

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member <u>Managing member</u>	<u>Mark Tuescher</u>	<u>411 West Verona Ave</u>	<u>Verona WI 53593</u>
Vice President/Member	"		
Secretary/Member	"		
Treasurer/Member	"		
Agent	<u>Mark Tuescher</u>		
Directors/Managers			

3. Trade Name Treads LLC Business Phone Number 608-845-2304
 4. Address of Premises 407 West Verona Ave Verona WI Post Office & Zip Code 53593

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 1-5-16 of registration.
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
 (NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) one story building - Dining - Bar area - outside patio

10. Legal description (omit if street address is given above): Treads LLC 407 West Verona Ave - office + beer cooler
 11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? MT Treads LLC

12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
 13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
 14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
 this Monday day of Feb 8th, 2016

Mark Tuescher
 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)

 (Clerk/Notary Public)

 (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)

My commission expires _____

 (Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>2/8/16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) Tuescher		(first name) Mark	(middle name) Robert	
Home Address (street/route) 411 West Verona Ave		Post Office	City Verona	State WI Zip Code 53593
Home Phone Number 608-535-0735		Age 48	Date of Birth 5-15-67	Place of Birth Monroe WI

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an **individual**.
- A member of a **partnership** which is making application for an alcohol beverage license.
- Mark Tuescher** of **Treads**
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)
- which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

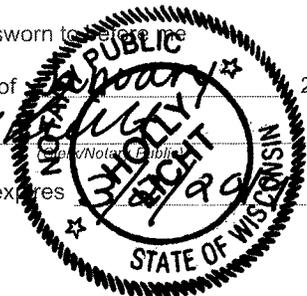
- How long have you continuously resided in Wisconsin prior to this date? 48 years
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
File date 2-14-2007 Case # 2007CV000505 OWI Lose of License 6 months
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name Mark Tuescher	Employer's Address 411 West Verona Ave	Employed From 1994	To Present
Employer's Name Bob Hill	Employer's Address 4649 Verona Rd Madison	Employed From 1993	To 2005

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me
this 29th day of February, 2016



Holly Lucia
(Signature of Named Individual)

My commission expires



Printed on
Recycled Paper

Records Clerk

Mark R. TOESCHER WMA 05/15/67

1. 07/31/05 11/26/07 Co. Hq Owr - Verona PA

2. 05/06/78 05/14/98 Co. Hq DC - Fitchburg MA

CB Clerk 02/18/16 

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning ~~July 1~~, March 15 20 16 ;
ending June 30, 20 16

TO THE GOVERNING BODY of the: Town of } Verona
 Village of }
 City of }

County of Dane Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN): <u>47-5464320</u>	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input checked="" type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$
TOTAL FEE	\$

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): Sugar River Pizza Company - Verona LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>Owner Sarah Thomas</u>	<u>10288 Cty Rd A</u>	<u>Mt Horeb 53572</u>
Vice President/Member	<u>Owner Ross Thomas</u>	<u>10288 Cty Rd A</u>	<u>Mt Horeb 53572</u>
Secretary/Member			
Treasurer/Member			
Agent ▶			
Directors/Managers			

3. Trade Name ▶ Sugar River Pizza Business Phone Number 608-497-1800
4. Address of Premises ▶ 957 Liberty Dr Ste 100 Post Office & Zip Code ▶ Verona 53593

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date 10/31/15 of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Pizzeria including dining area and bar

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 2nd day of February, 20 16
Holly Leach
(Clerk/Notary Public)
My commission expires 3/2/2019

Sarah Thomas
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
Sarah Thomas
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
Sarah Thomas
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

**AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

INDIVIDUAL'S FULL NAME (Please Print) (Last Name)		(First Name)	(Middle Name)	SOCIAL SECURITY NUMBER	
Thomas		Sarah	Dawn	388-02-409	
HOME ADDRESS (Street/Route)			POST OFFICE	STATE	ZIP CODE
10288 Cty Rd A			Mt. Horeb	WI	53572
HOME PHONE NUMBER		AGE	DATE OF BIRTH	PLACE OF BIRTH	
608-832-6622		36	6/24/1979	Tomah, WI	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- Member of Sugar River Pizza Company - Verona LLC
(Officer/Director/Member/Manager/Agent) (NAME OF CORPORATION, LIMITED LIABILITY COMPANY OR NONPROFIT ORGANIZATION)
which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

1. How long have you continuously resided in Wisconsin prior to this date? 36 years
2. Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any municipality? . Yes No
(If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending.) (If more room is needed, continue on reverse side of this form.)
3. Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any municipality? Yes No
(If yes, describe status of charges pending.)
4. Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
(If yes, identify.) _____
(NAME, LOCATION AND TYPE OF LICENSE/PERMIT)
5. Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer license, brewery permit or wholesale liquor permit in the State of Wisconsin? Yes No
(If yes, identify.) _____
(NAME OF WHOLESALE LICENSEE OR PERMITTEE) (ADDRESS BY CITY AND COUNTY)

6. Named individual must list in chronological order last two employers.

Employer's Name	Employer's Address	From	Employed To
Sugar River Pizza	700 Railroad St. New Glarus, WI	3/15	present
Epic	1979 Milky Way Verona, WI	6/03	3/15

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me
this 21st day of January, 2016
Ellen M Clark
(CLERK/NOTARY PUBLIC)

Sarah Thomas
(SIGNATURE OF NAMED INDIVIDUAL)

My commission expires 2/8/2019

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of Verona County of Dane
 City

The undersigned duly authorized officer(s)/members/managers of Sugar River Pizza Company - Verona LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as

Sugar River Pizza (trade name)

located at 957 Liberty Dr. Ste 100 Verona, WI 53593

appoints Sarah Thomas (name of appointed agent)

10288 Cty Rd A. Mt. Horeb, WI 53572 (home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 36 years

Place of residence last year 10288 Cty Rd A Mt. Horeb, WI 53572

For: Sugar River Pizza Company - Verona LLC
(name of corporation/organization or limited liability company)

By: Sarah Thomas
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

Sarah Thomas (print/type agent's name), hereby accept this appointment as agent for the

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

Sarah Thomas (signature of agent) 1/12/16 (date)

Agent's age 36

10288 Cty Rd A Mt. Horeb, WI 53572 (home address of agent)

Date of birth 6/24/1979

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
 (Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 01/27/16 (date) by [Signature] (signature of proper local official)

Title Police Chief
(town chair, village president, police chief)

1. ROSS A. THOMAS W/M 02/21/77: NO CIB 01/26/16
 2. SARAH A. THOMAS W/F 06/24/79: NO CIB 01/27/16

Wisconsin Responsible Beverage Server Training

Sarah Thomas

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL69499

Date of Completion: 01/22/2016

Kelly Bailey

Authorized Signature

Ellen Clark

From: Joe Giver
Sent: Tuesday, January 26, 2016 2:35 PM
To: Ellen Clark
Subject: RE: Liquor License App

Ellen:

When these usually come to us we look at each occupancy for any fire inspections issues that we have written up and the owner is not taken care of. With Sugar River Pizza they are a new occupancy and we have not done a fire inspection so we do not have any problems with this one. You can go ahead on issue the liquor license as far as we are concerned.

Thanks,

Joe

From: Ellen Clark
Sent: Tuesday, January 26, 2016 11:22 AM
To: Joe Giver
Subject: Liquor License App

Sorry, Joe! I didn't realize until today that these apps had to go to you.
Would like to have this approved at the Feb 8th Council meeting.

Thanks!

Ellen Clark, CMC WCMC
City Clerk
City of Verona
111 Lincoln St.
Verona, WI 53593-1520
608-848-9947
ellen.clark@ci.verona.wi.us

CITY OF VERONA
PUBLIC SAFETY AND WELFARE COMMITTEE
JANUARY 25, 2016
VERONA CITY HALL
MINUTES

1. Call to Order: The meeting was called to order by Dale Yurs at 6:04 p.m.
2. Roll Call: Dale Yurs and Heather Reekie present. Evan Touchett was absent and excused. Also in attendance: Police Chief Bernie Coughlin, City Clerk Ellen Clark, City Administrator Bill Burns, and Ryan Biechler.
3. Approval of Minutes: Motion by Yurs, seconded by Reekie, to approve the minutes from the November 23, 2015 meeting. Motion carried 2-0.
4. Discussion and possible action on an Application for a Class "B" Beer and Reserve "Class B" Liquor License for Toot & Kate's Wine Bar, LLC located at 109 S. Main Street, Ryan Biechler, Agent: Police Chief Coughlin has reviewed the application, and endorses the same. Yurs stated he is excited to have the wine bar going in. It will make the downtown more vibrant, fun place to go. Motion by Reekie, seconded by Yurs, to recommend to the Common Council to approve the Application for a "B" Beer and Reserve "Class B" Liquor License for Toot & Kate's Wine Bar, LLC located at 109 S. Main Street, Ryan Biechler, Agent. Motion carried 2-0.
7:08 p.m. - Megan Clark now present.
5. Discussion and possible action on winter parking regulations signage: Police Chief Coughlin stated that as the city has grown, parking enforcement has become more of an issue. He suggested adding alternate side parking signs to include signage at all entrances to the city. This is an additional eight signs. Chief Coughlin will pursue the possibility of sharing the cost with the public works department. Yurs and Reekie are in support. No action taken.
6. Discussion and possible action on private street signage. Chief Coughlin stated that it is sometimes difficult to which streets in the city are public streets, and which are private streets. He suggested changing the color of the private street signs to blue, to distinguish them from the green public street signs. Approximately 14 signs would have to be changed. Yurs and Reekie are in support. No action taken.
7. Adjournment. Motion by Reekie, seconded by Yurs, to adjourn. Motion carried 2-0.

Ellen Clark
City Clerk