



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

April 08, 2024 at 5:00 PM

Council Chambers, 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 Finance Department at 920-459-3311. Persons other than council members who wish to participate remotely shall provide notice to the Finance Department at 920-459-3311 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 - Alderperson Felde may attend remotely
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - March 25, 2024

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 11-23-24 / June 5, 2023: Submitting a Petition, Notice and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. 75-521 by Sheboygan County, List of Tax Liens for 2018 and 2019.
7. R. O. No. 63-23-24 / November 6, 2023: Submitting the tax levy report that supports the 2023-2024 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2023 fully certified values furnished by the Wisconsin Department of Revenue.
8. Res. No. 198-23-24 / April 3, 2024: A RESOLUTION authorizing the continuation of the self-insured worker's compensation program.
9. Res. No. 200-23-24 / April 3, 2024: A RESOLUTION by Alderpersons Rust and Felde approving the 2024 Action Plan and funding allocation in connection with the Community Development Block Grant (CDBG) programs.
10. Claims to be referred to the Finance and Personnel Committee of the 2024-2025 Common Council: RO 9-23-24, RC 205-22-23 (RO 28-22-23), RO 94-23-24, RO 40-23-24, RC 207-22-23 (RC 267-21-22) (RO 92-21-22), RC 208-22-23 (RC 268-21-22) (RO 88-21-22), RC 210-22-23 (RC 270-21-22) (RC 326-20-21), RC

220-22-23 (RC 275-21-22) (RO 68-21-22), RC 221-22-23 (RC 277-21-22) (RC 325-20-21), RO 100-23-24, RO 103-23-24, RO 126-23-24, RO 127-23-24.

- [11.](#) "LITIGATION" Documents to be referred to the Finance and Personnel Committee of the 2024-2025 Common Council: RC 214-22-23 (RO 104-22-23), RC 215-22-23 (RO 89-22-23), RO 78-23-24, RO 8-23-24, RO 95-23-24.
- [12.](#) Direct Referral Res. No. 203-23-24 by Alderpersons Mitchell and Filicky-Peneski rescinding the twelve (12) month Tax Incremental Financing District No. 001E (TID 1E) affordable housing extension.
- [13.](#) Direct Referral Res. No. 204-23-24 by Alderpersons Mitchell and Filicky-Peneski terminating the City of Sheboygan Tax Incremental District (TID) No. 001E (Northgate) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

DATE OF NEXT REGULAR MEETING

14. Next Meeting Date - April 22, 2024

ADJOURN

15. Motion to Adjourn - Sine Die

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*

II

R. O. No. 11 - 23 - 24. By CITY CLERK. June 5, 2023.

Submitting a Petition, Notice, and List of Tax Liens of Sheboygan County being foreclosed in the matter of the Foreclosure of Tax Liens under Wis. Stat. 75-521 by Sheboygan County, List of Tax Liens for 2018 and 2019.

FAP

CITY CLERK

CLERK CIRCUIT COURT
FILED

2023 MAY -5 P 2: 24

SHEBOYGAN COUNTY
WISCONSIN

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

IN THE MATTER OF THE
FORECLOSURE OF TAX LIENS
UNDER WI STATUTE §75.521 BY
SHEBOYGAN COUNTY,
LIST OF TAX LIENS FOR
2018 AND 2019
NUMBER FORTY-NINE

Case Class: 30405

Case No. 23GF18
Branch 4 - Judge Persick

PETITION, NOTICE, AND LIST OF TAX LIENS OF SHEBOYGAN COUNTY
BEING FORECLOSED BY PROCEEDING *IN REM*. 2018 AND 2019
NUMBER FORTY-NINE

TO THE CIRCUIT COURT FOR SHEBOYGAN COUNTY, WISCONSIN:

NOW COMES Sheboygan County, State of Wisconsin, by Laura Henning-Lorenz, its County Treasurer, and files this list of tax liens of Sheboygan County for the taxes of 2018 through 2019, sales of 2019 through 2020, and alleges and shows to the Court:

1. That each of the parcels of land described on the List of Tax Liens of Sheboygan County set forth in Paragraph 4 hereof has been sold to Sheboygan County for delinquent taxes and the tax certificates; therefore, have been outstanding for two (2) or more years and said years being the sales of the years indicated below.

2. That Sheboygan County is now the owner and holder of tax liens for the taxes of the years indicated in this list as evidenced by the Tax Sales Certificates numbered below.

3. That Sheboygan County has, by ordinance adopted by the County Board of Supervisors of said County on the 20th day of November, 1952, elected to proceed under Wis. Stat. § 75.521 for the purpose of enforcing tax liens in Sheboygan County.

4. That said list, made and filed pursuant to the provisions of Wis. Stat. § 75.521, is as follows, to-wit:

(Parcel numbering may have sequential gaps because of redemption payments made during preparation of this "Petition and Notice.")

[The "PRINCIPAL Sum of Lien" amounts are as of May 4, 2023, and said amounts increase by eighteen percent (18%) per annum on the first day of each month thereafter, and the current amounts are available from the Sheboygan County Treasurer's Office.]

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LIST OF TAX LIENS OF SHEBOYGAN COUNTY BEING FORECLOSED
BY PROCEEDING *IN REM.* 2018 AND 2019
NUMBER FORTY-NINE

PARCEL NO. 59016212891

Owner(s) of Record:

Janice V. Melvin by virtue of a Warranty Deed dated June 21, 2013 and recorded June 25, 2013 at 12:15 p.m. as Document Number 1970955.

Property Address:

W6283 Karpathy Lane, Plymouth, WI 53073

Legal Description:

Lot 18, commencing at the Southwest corner of the NW ¼ of Section 8, Town 15 North, Range 21 East, thence S. 88 degrees 34'38" E., 1299.16 feet along the South line of the NW ¼ of said Section 8, thence S. 89 degrees 37'07" E., 86.66 feet; thence North 455.42 feet, thence East 1186.00 feet to the true point of beginning; running thence North 214.41 feet; thence N. 86 degrees 41'21" E., 220.27 feet; thence S. 87 degrees 58'22" E., 80.1 feet; thence South 224.30 feet; thence West 300.00 feet to the true point of beginning; said Tract of land being a part of the SW ¼ NE ¼ and the SE ¼ NW ¼ of Section 8, Town 15 North, Range 21 East, Town of Plymouth, Sheboygan County, Wisconsin.

Tax Key Number:

59016212891

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Janice V. Melvin in favor of Sheboygan County, 615 North 6th Street, Sheboygan, WI, 53081, Sheboygan County Circuit Court Case Number 2016FO000252, filed January 12, 2017 and docketed January 12, 2017 at 9:18 A.M. in the principal sum of \$389.50 (Attorney Crystal H. Fieber).

Judgment executed against Janice B. Melvin in favor of Sheboygan County, 615 North 6th Street, Sheboygan, WI, 53081, Sheboygan County Circuit Court Case Number 2017TR006300, filed January 19, 2018 and docketed January 19, 2018 at 1:47 P.M., in the principal sum of \$10.00 (no Attorney shown)

Taxes:

Certificate No.:	135
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$1,542.44
Date Interest and Penalty Computed:	2/1/2020

Other:

None of record.

1372 Greystone Drive, Plymouth, WI 53073

Legal Description:

Lot 31, Greystone Settlement Addition No. 1, City of Plymouth, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Tax Key Number:

59271829689

Mortgages:

Mortgage executed by Tammy L. Makowski, a single person, to Iowa Wisconsin Real Estate, LLC (no address provided), dated October 2, 2007 and recorded October 9, 2007 at 2:05 p.m. as Document Number 1837532, securing the principal sum of \$262,257.00.

Judgments/Liens:

Judgment entered March 14, 2017 and docketed March 14, 2017 at 2:54 p.m. in favor of Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692, creditor, and against Tammy L. Makowski, debtor, in the amount of \$200.50, Case No. 2016TR007279. NOTE: Case number removed from Wisconsin Circuit Court System.

Judgment entered March 14, 2017 and docketed March 14, 2017 at 2:54 p.m. in favor of Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692, creditor, and against Tammy L. Makowski, debtor, in the amount of \$10.00, Case No. 2016TR007278. NOTE: Case number removed from Wisconsin Circuit Court System.

Judgment entered March 14, 2017 and docketed March 14, 2017 at 2:54 p.m. in favor of Sheboygan County Clerk of Circuit Court, 615 N. Sixth Street, Sheboygan, WI 53081-4692, creditor, and against Tammy L. Makowski, debtor, in the amount of \$225.70, Case No. 2016TR007277. NOTE: Case number removed from Wisconsin Circuit Court System.

Judgment entered December 21, 2020 and docketed January 18, 2021 at 3:04 p.m. in favor of In Motion Studios, LLC, 595 Kiley Way, Plymouth, WI 53073, creditor, and against Tammy Makowski, debtor, in the amount of \$2,135.50, Case No. 2020SC001561 (Attorney Adam D. Vanderheyden).

Special charges by the City of Plymouth against Tammy L. Makowski, 1372 Greystone Dr., Plymouth, WI 53073, for delinquent utilities in the amount of \$304.06.

Taxes:

Certificate No.:	408
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$5,259.32
Date Interest and Penalty Computed:	2/1/2020

Other:

Restrictive Covenants recorded on February 10, 2006 at 11:16 a.m. as Document Number 1790685.

Six-foot storm easement along the South and portion of the North lot line; 12' storm easement along the West lot line; and 25' utility and drainage easement as recorded in Volume 15 of Plats, page 226.

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281206130

Owner(s) of Record:

Sandra L. Fries, a single person, by virtue of a Warranty Deed, dated December 15, 1998 and recorded December 16, 1998 at 4:13 p.m. in Volume 1632 of Records, page 461 as Document Number 1528238.

Property Address:

1018B North 11th Street, Sheboygan, WI 53081

Legal Description:

The South Seventy-three (73) feet of the West Half (W1/2) of Lot Three (3), Block Ninety-two (92) of the Original Plat in the City of Sheboygan, Sheboygan County, Wisconsin.

AND:

Commencing at the Northeast corner of the South Seventy-three (73) feet of the West Half (W1/2) of Lot Three (3), Block Ninety-two (92), thence South Seventy-three (73) feet to the Southeast Corner of said South Seventy-three (73) feet of the West Half (W1/2), thence East Seven (7) feet, thence North Forty-four (44) feet parallel with the West line of Lot Three (3), thence Northwesterly to a point Three and 25/100 (3.25) feet East of the point of beginning, thence West Three and 25/100 (3.25) feet to the point of beginning, being a part of Lot Three (3), Block Ninety-two (92), all of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281206130

Mortgages:

None of record.

Judgments/Liens:

None of record.

Taxes:

Certificate No.:	539	523
Tax Year:	2018	2019
Sale Year:	2019	2020
PRINCIPAL Sum of Lien:	\$627.01	\$600.00
Date Interest and Penalty Computed:	2/1/2019	2/1/2020

Other:

Raze Order executed against Sandra L. Fries, dated August 25, 2021 and recorded August 31, 2021 at 4:20 P.M. as Document Number 2121777 regarding property located at 1018B North 11th Street, Sheboygan, WI. Interested parties are Sheboygan County Clerk, City of Sheboygan Finance Department, Sheboygan County Treasurer and City of Sheboygan Department of City Development.

PARCEL NO. 59281213370

Owner(s) of Record:

Current acting Personal Representative of the Estate of Mary Genske, deceased, by virtue of Termination of Decedent's Property Interest, dated March 2, 2017 and recorded March 2, 2017 at 4:38 p.m. as Document Number 2035681; and by virtue of a Quit Claim Deed, dated August 29, 1985 and recorded August 30, 1985 at 11:44 a.m. in Volume 990 of Records, page 83 as Document Number 1119482.

Property Address:1428 North 26th Street, Sheboygan, WI 53081**Legal Description:**

The North 75 feet of the East ½ of Lot 12 in Steimle's Division of the City of Sheboygan, according to the recorded plat thereof.

Tax Key Number:

59281213370

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Mary Genske in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000096, entered March 10, 2021 and docketed April 22, 2022 at 12:14 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Mary Genske in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000095, entered March 10, 2021 and docketed April 22, 2022 at 11:57 a.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Mary Genske in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000102, entered January 12, 2022 and docketed April 22, 2022 at 12:34 p.m. in the principal sum of \$187.00 (no attorney listed).

Judgment executed against Mary Genske in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000101, entered January 12, 2022 and docketed April 22, 2022 at 12:33 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Mary Genske in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000098, entered January 12, 2022 and docketed April 22, 2022 at 12:17 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Mary Genske in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000099, entered January 12, 2022 and docketed April 22, 2022 at 12:18 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Mary Genske in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000097, entered March 10, 2021 and docketed April 22, 2022 at 12:15 p.m. in the principal sum of \$187.00 (no attorney listed).

Judgment executed against Mary Genske in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000100, entered January 12, 2022 and docketed April 22, 2022 at 12:22 p.m. in the principal sum of \$691.00 (no attorney listed).

Special charges by the City of Sheboygan against Mary Genske, 1428 N. 26th St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$152.13.

Taxes:

Certificate No.:	537
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$1,719.07

Date Interest and Penalty Computed: 2/1/2020

Other:

None of record.

PARCEL NO. 59281301490

Owner(s) of Record:

Isaac D. Schanno, a single person, by virtue of a Quit Claim Deed, dated July 22, 2021 and recorded October 18, 2021 at 2:42 p.m. as Document Number 2124836; and by virtue of a Personal Representative's Deed, dated October 21, 2008 and recorded October 23, 2008 at 9:24 a.m. as Document Number 1863092.

Property Address:

1201 South 8th Street, Sheboygan, WI 53081

Legal Description:

The North ½ of Lot 6, Block 267, of the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Tax Key Number:

59281301490

Mortgages:

Mortgage executed by Isaac D. Schanno, to Sheboygan Area Credit Union, 1707 Indiana Avenue, Sheboygan, WI 53081, dated April 28, 2014 and recorded May 6, 2014 at 2:12 p.m. as Document Number 1985777, securing the principal sum of \$27,600.00; Lis Pendens related thereto dated February 5, 2020 and recorded February 7, 2020 at 2:50 p.m. as Document Number 2086262.

Judgments/Liens:

Judgment executed against Isaac Schanno in favor of Mygrant Glass Company, Inc., 3271 Arden Road, Hayward, CA, 94545, Sheboygan County Circuit Court Case Number 2020CV000045, entered June 8, 2020 and docketed June 15, 2020 at 10:00 a.m. in the principal sum of \$11,690.07 (Attorney Kevin D. Mathews).

Special charges by the City of Sheboygan against Isaac D. Schanno, 1201 S. 8th St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$137.21.

Taxes:

Certificate No.:	548
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$738.55
Date Interest and Penalty Computed:	2/1/2020

Other:

Ordinance granting encroachment recorded April 29, 1992 at 1:10 p.m. in Volume 1213 of Records, page 153/4 as Document Number 1341082.

PARCEL NO. 59281302300**Owner(s) of Record:**

Joseph P. Champeau by virtue of Wisconsin Special Warranty Deed dated January 4, 2012 and recorded January 6, 2012 at 3:46 P.M. as Document Number 1937086.

Property Address:

1107 Alabama Avenue, Sheboygan, WI 53081

Legal Description:

Lot One (1) except the East Fifty-five (55) feet thereof, and the East Half (1/2) of Lot Two (2), Block Two Hundred and Eighty-four (284) of the Original Plat of the City of Sheboygan, Wisconsin, according to the recorded plat thereof.

Tax Key Number:

59281302300

Mortgages:

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, recorded March 20, 2014 at 4:04 P.M. as Document Number 1983878 securing the principal sum of \$2,443.25.

Mortgage executed by Joseph P. Champeau to City of Sheboygan, Department of City Development, 828 Center Avenue, Suite 104, Sheboygan Wisconsin 53081, dated August 30, 2013 and recorded September 6, 2013, at 2:28 P.M. as Document Number 1975550 securing the principal sum of \$7,976.25.

Judgments/Liens:

Special charges by the City of Sheboygan against Joseph P. Champeau, 1107 Alabama Ave., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$201.13.

Taxes:

Certificate No.:	550
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$1,589.59
Date Interest and Penalty Computed:	2/1/2020

Other:

None of record.

PARCEL NO. 59281311160**Owner(s) of Record:**

Sue Ann Thieleke, by virtue of a Personal Representative's Deed, recorded on June 7, 1999 at 9:44 a.m. in Volume 1674 of Records, page 353 as Document Number 1545558.

Property Address:

2218 Lakeshore Drive, Sheboygan, WI 53081

Legal Description:

The North 20 feet of Lot 19 and all of Lot 18 in Block 12 of Lake View Park Subdivision of the City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat of said Subdivision, excepting

therefrom, however, such portion of said lots formerly conveyed for street purposes by deed recorded in Volume 131 of Deeds, 425.

Tax Key Number:
59281311160

Mortgages:
Mortgage executed by James R. Thieleke and Sue Ann Thieleke, husband and wife, to Wisconsin Bank & Trust, 655 South Taylor Drive, Sheboygan, WI 53081-4206, dated December 27, 2017 and recorded on January 5, 2018 at 12:42 p.m. as Document Number 2050775, securing the principal sum of \$84,143.45.

Judgments/Liens:
Special charges by the City of Sheboygan against Sue A. Thieleke, 2218 Lakeshore Dr., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$56.62

Taxes:
Certificate No.: 579
Tax Year: 2019
Sale Year: 2020
PRINCIPAL Sum of Lien: \$2,317.42
Date Interest and Penalty Computed: 2/1/2020

Other:
None of record.

PARCEL NO. 59281402100

Owner(s) of Record:
Jason Hansen by virtue of a Personal Representative's Deed dated August 28, 2015 and recorded October 28, 2015 at 2:33 p.m. as Document Number 2011639.

Property Address:
1928 South 13th Street, Sheboygan, WI 53081

Legal Description:
Lot 26 in Block 8 of Assessment Subdivision 18 to the City of Sheboygan.

Tax Key Number:
59281402100

Mortgages:
Mortgage executed by Jennifer L. Hansen, a single person, to The City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated April 8, 1994 and recorded on April 11, 1994 at 1:11 p.m. in Volume 1339 of Records, page 536/7, as Document Number 1401643, securing the principal sum of \$1,962.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated November 19, 1997 and recorded on December 4, 1997 at 1:24 p.m. in Volume 1541 of Records, page 427, as Document Number 1491922, securing the principal sum of \$7,500.00.

Mortgage executed by Jennifer L. Hansen to City of Sheboygan, Department of City Development, 807 Center Avenue, Sheboygan, WI 53081, dated October 23, 1998 and recorded on November 4, 1998 at

1:04 p.m. in Volume 1619 of Records, page 72, as Document Number 1523233, securing the principal sum of \$2,100.00.

Judgments/Liens:

Judgment executed against Jason Hansen in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2018SC000258, dated on February 19, 2018 and docketed February 21, 2018 at 3:57 p.m. in the principal sum of \$1,073.94. (Attorney Jason Donald Hermersmann)

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000237, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$250.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000238, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000239, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$(no amount listed) (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000242, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000240, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000246, dated on August 14, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000236, dated on August 14, 2019 and docketed November 20, 2019 at 1:23 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000241, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000243, dated on June 26, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000245, dated on August 14, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Jason M. Hansen in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000244, dated on May 8, 2019 and docketed November 20, 2019 at 1:30 p.m. in the principal sum of \$98.80 (no attorney listed).

Special charges by the City of Sheboygan against Jason Hanson, 1928 S. 13th St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$209.11 and a lateral charge in the amount of \$1,926.40.

Taxes:

Certificate No.:	626
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$1,500.98
Date Interest and Penalty Computed:	2/1/2020

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plat of the subject property.

PARCEL NO. 59281418210

Owner(s) of Record:

Ronald Brunette Estate and Adeline Brunette, husband and wife and as joint tenants, by virtue of a Warranty Deed, dated July 24, 1970, and recorded July 28, 1970 at 3:06 p.m. in Volume 608 of Records, page 447/8, as Document Number 926593.

Property Address:

1925 South 26th Street, Sheboygan, WI 53081

Legal Description:

Unit One (1) in Madison Heights Condominium, being condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Madison Heights Condominium, dated the 13th day of May, 2005, and recorded the 20th day of May, 2005 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, as Document No. 1765841 and by a Condominium Plat thereof;

Together with all appurtenant rights, title and interests, including (without limitation):

- the undivided percentage interest in all Common Elements as specified for such Unit in the aforementioned Declaration;
- the right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and
- membership in the Madison Heights Condominium Owner's Association, (hereafter the "Owner's Association"), as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association.

Tax Key Number:

59281418210

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Ronald Brunette, in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000120, dated on December 4, 2019 and docketed April 21, 2022 at 2:27 P.M. in the principal sum of \$316.00.

Special charges by the City of Sheboygan against Ronald Brunette Estate and Adeline Brunette, 1925 S. 26th St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$234.48.

Taxes:

Certificate No.:	646
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$1,144.31
Date Interest and Penalty Computed:	2/1/2020

Other:

Declaration of Madison Heights Condominium, dated May 13, 2005, and recorded May 20, 2005 at 9:04 a.m. as Document Number 1765841.

Tree planting easement contiguous to all street frontages and 5' utility easement along the East lot line as set forth in Volume 12 of Plats of Madison Heights Subdivision No. 5, page 2.

PARCEL NO. 59281426840

Owner(s) of Record:

Janice Dekker, an unmarried individual, and Alan Dekker, an unmarried individual, as joint tenants with rights of survivorship, by virtue of a Wisconsin Special Warranty Deed, recorded on March 22, 2013 at 12:28 p.m. as Document Number 1965083.

Property Address:

1211 Ashland Avenue, Sheboygan, WI 53081

Legal Description:

The West 40 feet of Lots 1 and 2, Block 3, Wedemeyer's Division, City of Sheboygan, Sheboygan, Wisconsin.

Tax Key Number:

59281426840

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000216, entered January 16, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of \$439.00 (no attorney listed).

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000214, entered February 27, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of \$250.00 (no attorney listed).

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000218, entered June 12, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of \$250.00 (no attorney listed).

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000215, entered January 16, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Alan R. Dekker in favor of Community Bank & Trust, P.O. Box 1409, 604 N. Eighth Street, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2014SC000063, entered February 3, 2014 and docketed May 22, 2014 at 11:44 a.m. in the principal sum of \$1,264.03 (no attorney listed).

Judgment executed against Janice Marie Dekker and Alan R. Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000217, entered March 13, 2019 and docketed November 6, 2019 at 4:00 p.m. in the principal sum of \$225.00 (no attorney listed).

Judgment executed against Janice M. Dekker in favor of LVNV Funding LLC, 3033 Campus Drive Suite 250, % Messerli & Kramer PA, Plymouth, MN 55441, Sheboygan County Circuit Court Case Number 2013SC000534, entered April 8, 2013 and docketed April 19, 2013 at 5:08 p.m. in the principal sum of \$1,578.09 (Jillian N. Walker).

Judgment executed against Janice Marie Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000220, entered June 12, 2019 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of \$577.36 (no attorney listed).

Judgment executed against Janice Marie Dekker in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2019TJ000219, entered August 3, 2016 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of \$111.40 (no attorney listed).

Judgment executed against Janice Marie Dekker in favor of Village of Kohler, 319 Highland Drive, Kohler, WI 53044, Sheboygan County Circuit Court Case Number 2019TJ000213, entered March 3, 2015 and docketed November 5, 2019 at 4:00 p.m. in the principal sum of \$345.40 (no attorney listed).

Judgment executed against Janice M. Dekker in favor of State of Wisconsin Dept. of Children and Families, P.O. Box 8938, 201 E. Washington Avenue, Madison, WI 53708-8938, Sheboygan County Circuit Court Case Number 2021OL000033, entered December 23, 2021 and docketed December 23, 2021 at 3:46 p.m. in the principal sum of \$2,539.35 (no attorney listed).

Judgment executed against Janice M. Dekker, in favor of Sheboygan County Clerk of Circuit Court, 615 North 6th Street, Sheboygan, WI 53081-4692, Case Number 2021TR005098, entered March 8, 2022 and docketed March 8, 2022 at 10:37 A.M. in the principal sum of \$175.30.

Special charges by the City of Sheboygan against Janice and Alan Dekker, 1211 Ashland Ave., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$234.32.

Taxes:

Certificate No.:	661
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$75.43
Date Interest and Penalty Computed:	2/1/2020

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281429550**Owner(s) of Record:**

Corey Zorn, a single person, by virtue of a Warranty Deed, dated October 1, 2018 and recorded October 3, 2018 at 1:21 p.m. as Document Number 2063400.

Property Address:

1654 South 20th Street, Sheboygan, WI 53081

Legal Description:

Lot 10, Block 3, according to the recorded Plat of Werner and Clemens Subdivision, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281429550

Mortgages:

Mortgage executed by Corey M. Zorn, a single person, to Kohler Credit Union, 850 Woodlake Road, Kohler, WI 53044, dated October 1, 2018 and recorded October 3, 2018 at 1:21 p.m. as Document Number 2063401, securing the principal sum of \$109,800.00.

Judgments/Liens:

Special charges by the City of Sheboygan against Corey Zorn, 1654 S. 20th St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$250.47.

Taxes:

Certificate No.:	663
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$1,123.47
Date Interest and Penalty Computed:	2/1/2020

Other:

None of Record.

PARCEL NO. 59281431920**Owner(s) of Record:**

Tammy Angel (a 2/3 interest) and Suzan Knabe (a 1/3 interest) as tenants in common, by virtue of a Personal Representative's Deed dated October 25, 2012 and recorded October 25, 2012 at 4:12 P.M. as Document Number 1955282.

Property Address:

1523 Washington Avenue, Sheboygan, WI 53081

Legal Description:

Being a part of the Southwest ¼ of the Southeast ¼ of Section 34, Township 15 North, Range 22 East, in the City of Sheboygan, Sheboygan County, Wisconsin: Commencing 660.0 feet south and 215.0 feet west of the Northeast corner of the Southwest ¼ of the Southeast ¼ of said Section, thence South 160.0 feet, thence West 70.0 feet, thence North 160.0 feet, thence East 70.0 feet to beginning.

Tax Key Number:

59281431920

Mortgages:

Mortgage executed by Tammy Angel, a single person, to Robert J. Heinemann, Sr. a married person, c/o Ritger Law Office, P.O. Box 371, Random Lake, WI 53075, dated August 30, 2012 and recorded May 7, 2015 at 2:50 P.M. as Document Number 2002554, securing the principal sum of \$44,000.00.

Notice of Lis Pendens recorded September 27, 2022 at 10:19 A.M. as Document Number 2142127 in an action to foreclose mortgage recorded May 7, 2015 at 2:50 P.M. as Document Number 2002554. The Case Number referenced on the Lis Pendens is 22CV439.

Judgments/Liens:

Judgment executed against Tammy Angel in favor of Wurtz, Roth & Basler, SC, 611 Riverfront Drive, Suite 201, Sheboygan, WI 53081, Case Number 2016SC001389, entered July 25, 2016 and docketed July 27, 2016 at 3:37 P.M. in the principal sum of \$9,549.50. Attorney Todd E. Basler.

Judgment executed against Tammy Angel in favor of the Estate of Robert J. Heinemann, c/o Phyllis Dergantz, 2822 Michigan Avenue, Sheboygan, WI 53081, Case Number 2015SC001941, entered September 14, 2015 and docketed September 22, 2015 at 12:54 P.M. in the principal sum of \$9,946.09. Attorney Edward J. Ritger

Judgment executed against Tammy J. Angel in favor of Aurora Medical Group and Aurora Health Care Central Inc., P. O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53234, Case Number 2016SC002485, entered December 16, 2016 and docketed December 28, 2016 at 8:47 A.M. in the principal sum of \$2,347.11. Attorney Kirsten Fagerland Pezewski.

Judgment executed against Tammy J. Angel in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Case Number 2012TJ000121, entered May 16, 2012 and docketed July 23, 2012 at 3:55 P.M. in the principal sum of \$114.00. (No attorney listed).

Special charges by the City of Sheboygan against Tammy Angel and Suzan Knabe, 1523 Washington Ave., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$290.44.

Taxes:

Certificate No.:	667
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$2,291.58
Date Interest and Penalty Computed:	2/1/2020

Other:

Easement dated June 23, 1992 and recorded July 15, 1992 in Volume 1226 of Records, page 181, as Document Number 1347688.

PARCEL NO. 59281434903

Owner(s) of Record:

Shirley M. Franceschetti, a single person, by virtue of a Personal Representative's Deed, dated June 23, 2010 and recorded June 30, 2010 at 10:43 a.m. as Document Number 1904259.

Property Address:

2617B Camelot Blvd. Sheboygan, WI 53081

Legal Description:

Unit C, Building 1, in Creekside Condominium Phase I, together with said Unit's appurtenant undivided interest in and to the common elements and limited common elements, if any, thereto, being a condominium created by a "Declaration of Condominium" recorded on May 27, 1980 in the Office of the Register of Deeds for Sheboygan County, Wisconsin, in Volume 880 of Records, at Page 903, as Document Number 1055606, and any amendment, addendums, and/or corrections thereto, and by its Condominium Plat and any amendments, addendums, and/or correction thereto. Said land being in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281434903

Mortgages:

None of Record.

Judgments/Liens:

None of Record.

Taxes:

Certificate No.:	669
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$1,959.07
Date Interest and Penalty Computed:	2/1/2020

Other:

Declaration of Condominium Ownership and Covenants, Conditions and Restrictions for Creekside Condominiums, recorded on May 27, 1980 in Volume 880 of Records, page 903, as Document Number 1055606.

Statutory Reserve Account Statement recorded January 24, 2006 as Document Number 1789183.

Agreement with the Owners of Creekside Condominiums, recorded August 19, 1994 in Volume 1357 of Records, page 527, as Document Number 1410126.

Easement Underground Electric recorded September 26, 2017 as Document Number 2045757.
Correction Instrument recorded October 11, 2017 as Document Number 2046528.

Easement Underground Electric recorded April 12, 2019 at 9:12 A.M. as Document Number 2071154.
Correction Instrument recorded May 29, 2019 as Document Number 2073347.

Easement recorded June 23, 1987 in Volume 1055 of Records, at Page 52, as Document Number 1154144.

PARCEL NO. 59281479118

Owner(s) of Record:

Aamay Sheboygan LLC, a Wisconsin limited liability company, by virtue of a Special Warranty Deed dated June 12, 2018 and recorded June 22, 2018 at 2:22 p.m. as Document Number 2058505.

Property Address:

3711 Greenwing Drive, Sheboygan, Wisconsin 53081

Legal Description:

Lot 2 of a Certified Survey Map recorded in Volume 25 of Certified Survey Maps, at Page 198, as Document #1949810, being part of Lot 2, FINAL PLAT OF GREENWING SUBDIVISION, located in the Northeast ¼ of the Northwest ¼ of Section 4, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number: 59281479118

Mortgages:

None of record.

Judgments/Liens:

None of record.

Taxes:

Certificate No.:	676
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$14,713.16
Date Interest and Penalty Computed:	2/1/2020

Other:

Recitals as shown on that certain map/plat recorded on January 25, 2005, as Document Number 1756356, being the Final Plat of Greenwing Subdivision. Reference is hereby made to said document for full particulars.

Recitals as shown on that certain map/plat recorded on August 3, 2012, as Document No. 1949810, being Volume 25 of Certified Survey Maps, Page 198. Reference is hereby made to said document for full particulars.

Terms and conditions as referenced in Special Warranty Deed recorded June 30, 2008 at 9:58 a.m., as Document Number 1856097.

Estoppel Affidavit recorded June 28, 2012 at 1:50 p.m., as Document Number 1947435.

Declaration of Deed Restriction recorded August 17, 2012 at 1:49 p.m., as Document Number 1950678.

An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document entitled Memorandum of Lease Agreement, Berengaria Sheboygan, LLC, landlord, Goodwill Retail Services, Inc., tenant, recorded on November 14, 2012 at 2:58 p.m., as Document Number 1956672. Subordination, Non-Disturbance and Attornment Agreement recorded April 12, 2013 at 12:13 p.m., as Document Number 1966437.

Easement Underground Electric and Communication recorded on July 6, 2020 at 4:17 p.m., as Document Number 2094417.

Temporary Easement Underground Electric and Communication recorded July 6, 2020 at 4:17 p.m., as Document Number 2094418.

Development Plan Approval recorded June 22, 2018 at 2:22 p.m., as Document Number 2058506.

PARCEL NO. 59281506220

Owner(s) of Record:

Terrence P. Riley, by virtue of a Special Warranty Deed, dated August 15, 2007 and recorded September 6, 2007 at 12:24 p.m. as Document Number 1835215.

Property Address:

South 13th Street (vacant land), Sheboygan, WI 53081

Legal Description:

Lot 1, Block 247, according to the Original Plat of the City of Sheboygan, Sheboygan County, Wisconsin, excepting the portion of said Lot sold to the railroad and described as follows: Commencing at the Southeast corner of said Lot and running thence North along the East line of said Lot, 50 feet, thence Southwesterly in a straight line to a point in the West line of said Lot, which is 30 feet North from the Southwest corner thereof, thence South along the West line of said Lot to the Southwest corner thereof, and thence East along the South line of said Lot to the place of beginning.

Tax Key Number:

59281506220

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Terrence P. Riley in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2018TJ000146, entered June 20, 2018 and docketed August 15, 2018 at 12:52 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Terrence P. Riley in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2018TJ000147, entered January 4, 2017 and docketed May 15, 2018 at 12:52 p.m. in the principal sum of \$392.30 (no attorney listed).

Judgment executed against Terrence P. Riley in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2018TJ000143, entered April 4, 2018 and docketed May 18, 2018 at 12:52 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Terrence P. Riley in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2018TJ000145, entered June 20, 2018 and docketed August 15, 2018 at 12:52 p.m. in the principal sum of \$691.00 (no attorney listed).

Judgment executed against Terrence P. Riley in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2018TJ000144, entered April 4, 2018 and docketed August 15, 2018 at 12:52 p.m. in the principal sum of \$691.00 (no attorney listed).

Taxes:

Certificate No.:	705
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$1,231.27
Date Interest and Penalty Computed:	2/1/2020

Other:

Raze Order, dated April 12, 2019 and recorded April 16, 2019 at 11:42 a.m. as Document Number 2071281.

PARCEL NO. 59281512930

Owner(s) of Record:

Jeffrey E. Sargent and Theresa M. Sargent, husband and wife as survivorship martial property, by virtue of a Trustee's, dated October 7, 2019 and recorded October 10, 2019 at 8:59 A.M. as Document Number 2080150. (Fulfillment of Land Contract, Document Number 1866460, Assigned as Document Number 1965792.)

Property Address:

1219 South 19th Street, Sheboygan, WI 53081

Legal Description:

Lot Number Twenty-two (22) of Riverview Division of the City of Sheboygan, according to the recorded plat thereof.

Tax Key Number:

59281512930

Mortgages:

None of record.

Judgments/Liens:

Special charges by the City of Sheboygan against Jeffrey E and Theresa M Sargent, 1219 S. 19th St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$266.44.

Taxes:

Certificate No.:	729
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$1,017.80
Date Interest and Penalty Computed:	2/1/2020

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281600920

Owner(s) of Record:

Chelsee A. Walloch, a single person, by virtue of a Warranty Deed, dated December 22, 2010 and recorded on December 28, 2010 at 4:29 p.m. as Document Number 1916903.

Property Address:

1345 Winter Court, Sheboygan, WI 53081

Legal Description:

Lot 27, Block 1, according to the recorded Plat of Block 1, Assessment Subdivision No. 1, as Amended, except the East 4 feet of said premises are reserved for a driveway in connection with 4 feet taken for such purposes from the premises to the East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281600920

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CT000298, entered October 2, 2020 and docketed October 2, 2020 at 1:20 p.m. in the principal sum of \$591.00 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CM000275, entered June 25, 2019 and docketed June 25, 2019 at 10:17 a.m. in the principal sum of \$1,263.50 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CM000275, entered August 2, 2019 and docketed August 2, 2019 at 9:33 a.m. in the principal sum of \$455.00 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2018CF000126, entered November 30, 2018 and docketed November 30, 2018 at 2:56 p.m. in the principal sum of \$322.00 (no attorney listed).

Judgment executed against Chelsee Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2017CF000700, entered May 8, 2018 and docketed May 8, 2018 at 10:08 a.m. in the principal sum of \$1,165.52 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2015CF000574, entered June 10, 2016 and docketed June 10, 2016 at 1:39 p.m. in the principal sum of \$657.00 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered February 20, 2013 and docketed February 20, 2013 at 2:12 p.m. in the principal sum of \$326.50 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered January 28, 2014 and docketed January 28, 2014 at 1:00 p.m. in the principal sum of \$164.50 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered December 23, 2014 and docketed December 23, 2014 at 12:01 p.m. in the principal sum of \$103.25 (no attorney listed).

Judgment executed against Chelsee A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered January 14, 2016 and docketed January 14, 2016 at 8:22 a.m. in the principal sum of \$302.75 (no attorney listed).

Judgment executed against Chelsea A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2015CF000421, entered January 14, 2016 and docketed January 14, 2016 at 8:22 a.m. in the principal sum of \$1,405.85 (no attorney listed).

Judgment executed against Chelsea A. Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered November 11, 2015 and docketed November 11, 2015 at 4:27 p.m. in the principal sum of \$1,282.75 (no attorney listed).

Judgment executed against Chelsea Ann Walloch in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2017CF000700 entered February 15, 2021 and docketed February 15, 2021 at 4:41 p.m. in the principal sum of \$1,416.00 (no attorney listed).

Judgment executed against Chelsea Walloch in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000316 entered March 1, 2017 and docketed August 16, 2022 at 1:07 p.m. in the principal sum of \$250.00 (No Attorney listed).

Judgment executed against Chelsea Walloch in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, Sheboygan County Circuit Court Case Number 2022TJ000317 entered January 22, 2020 and docketed August 16, 2022 at 1:07 p.m. in the principal sum of \$1,110.36 (No Attorney listed).

Special charges by the City of Sheboygan against Chelsea A Walloch, 1345 Winter Court, Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$252.44.

Taxes:

Certificate No.:	741
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$1,885.71
Date Interest and Penalty Computed:	2/1/2020

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59281601230

Owner(s) of Record:

Robert Albert Buschmann, a single person by virtue of a Quit Claim Deed dated May 15, 2006 and recorded September 18, 2006 at 2:38 P.M. as Document Number 1808546, and by virtue of a Termination of Decedent's Property Interest recorded September 18, 2006 at 2:38 p.m. as Document Number 1808545, and by virtue of a Quit Claim Deed dated September 5, 1996 and recorded in Volume 1469 of Records, page 18, on October 7, 1996 as Document Number 1461327.

Property Address: 1409 Mehrtens Avenue, Sheboygan, WI 53081

Legal Description:

Lot 6, Block 5, Assessment Subdivision No. 1, according to the recorded plat thereof, City of Sheboygan, Sheboygan County, Wisconsin.

Tax Key Number:

59281601230

Mortgages:

Mortgage executed by Robert Albert Buschmann to M&I Marshall & Ilsley Bank, P. O. Box 5160, Appleton, WI 54912-5160, dated May 15, 2006 and recorded June 9, 2006 at 12:47 p.m. as Document Number 1800570, securing the principal sum of \$50,000.00.

Mortgage executed by Robert Albert Buschmann a/k/a Robert A. Buschmann to M&I Marshall & Ilsley Bank, P. O. Box 5160, Appleton, WI 54912-5160 dated May 17, 2006 and recorded September 18, 2006 at 2:38 p.m. as Document Number 1808547, securing the principal sum of \$48,571.31.

Judgments/Liens:

Judgment entered September 14, 2012 and docketed January 28, 2014 at 11:11 A.M. in favor of City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081, creditor, and against Robert A. Buschmann, debtor, in the amount of \$183.92, Case No. 2014TJ000034. (No Attorney listed.)

Judgment entered April 6, 2015 and docketed April 22, 2015 at 10:50 A.M. in favor of Green Bay Radiology SC, 2941 S. Ridge Road, Green Bay, WI 54304, creditor, and against Janet A. Buschmann and Robert Buschmann, debtor, in the amount of \$977.30, Case No. 2015SC000657. (Attorney John Anthony Foscatto.)

Judgment entered February 7, 2020 and docketed February 17, 2020 at 11:17 A.M. in favor of American Family Mutual Insurance Co. S.I., 6000 American Pkwy, Madison, WI 53783 US, creditor, and against Robert A. Buschmann, debtor, in the amount of \$80,852.50, Case No. 2019CV000261. (Attorney Jonathan D. McCollister.)

Special charges by the City of Sheboygan against Robert A. Buschmann, 1409 Mehrtens Ave., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$196.95.

Taxes:

Certificate No.:	743
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$145.58
Date Interest and Penalty Computed:	2/1/2020

Other:

Revocable Occupancy Permit dated January 7, 2013 and recorded on January 10, 2013 at 2:36 P.M., as Document Number 1960476.

PARCEL NO. 59281625290**Owner(s) of Record:**

Donald Harvey Klumb, Jr., a single person, by virtue of a Quit Claim Deed dated March 24, 1999 in Volume 1657, Page 255 of Records, recorded on March 26, 1999 at 12:40 P.M. as Document Number 1538691.

Property Address:

2126 North 22nd Street, Sheboygan, Wisconsin 53081

Legal Description:

Lot Twenty (20), Block Five (5), St. Dominic's Subdivision, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Tax Key Number:

59281625290

Mortgages:

Mortgage executed by Donald H. Klumb, Jr. and Peggy Ann Klumb, husband and wife to Guaranty Bank S.S.B., 4000 West Brown Deer Road, Brown Deer, WI 53209, dated August 4, 1995 and recorded in Volume 1404 of Records, page 389/91, on August 17, 1995 as Document Number 1432633, securing the principal sum of \$25,900.00; Modification of Mortgage related thereto dated July 16, 1998 and recorded July 27, 1998 at 4:24 P.M. as Document Number 1513198.

Judgments/Liens:

Judgment against Don Klumb in favor of UnitedOne Credit Union, 1117 S. 10th St., Manitowoc, WI 54220 US, dated November 13, 2017, docketed November 14, 2017 at 2:21 P.M., Case Number 2017SC002391, in the amount of \$1,105.32.

Judgment against Don Klumb in favor of Portfolio Recovery Associates, LLC, PO Box 12914, Norfolk, VA 23541 US, dated June 17, 2019, docketed July 30, 2019 at 9:29 A.M., Case Number 2019SC001164, in the amount of \$763.15 (Attorney Geoff P. Estes).

State Tax Lien against Donald Klumb in favor of Dept of Revenue, no address listed, dated April 27, 2017 and docketed October 10, 2019 at 7:55 P.M., Case Number 2019TW000192, in the amount of \$3,871.46 (No attorney listed).

Judgment against Donald H. Klumb in favor of Portfolio Recovery Associates, LLC, PO Box 12914, Norfolk, VA 23541 US, dated March 18, 2019, docketed May 24, 2019 at 8:02 A.M., Case Number 2019SC00463, in the amount of \$2,855.16 (Attorney Casey Cross).

Special charges by the City of Sheboygan against Donald H. Klumb, 2126 N. 22nd St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$225.07.

Taxes:

Certificate No.:	777
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$47.77
Date Interest and Penalty Computed:	2/1/2020

Other:

Five-foot utility easement along the west line of Lot 20 as set forth in Volume 5 of Plats, Page 81.

PARCEL NO. 59281705430

Owner(s) of Record:

Charles P. & Paulette S. Multhauf, as Vendor, and Anthony & Lisa Hughes, as Purchaser, under Land Contract dated August 17, 2015 and recorded on September 10, 2015 at 2:24 p.m. as Document Number 2009144.

Property Address:

1922 North 9th Street, Sheboygan, WI 53081

Legal Description:

Lot 8 in Block 6 of Assessment Subdivision No. 12 in the City of Sheboygan, according to the recorded plat thereof.

Tax Key Number:

59281705430

Mortgages:

Charles P. & Paulette S. Multhauf, 211 Amherst Avenue, Sheboygan Falls, WI 53085, as Vendor, and Anthony & Lisa Hughes, as Purchaser, under Land Contract dated August 17, 2015 and recorded on September 10, 2015 at 2:24 p.m. as Document Number 2009144.

Judgments/Liens:

Judgment executed against Anthony Hughes in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108, Sheboygan County Circuit Court Case Number 2018SC000975, entered May 14, 2018 and docketed May 17, 2018 at 3:39 p.m. in the principal sum of \$729.08 (Attorney Zachary W. Spaciel).

Judgment executed against Lisa A. Hughes in favor of Aurora Health Care Central, Inc., P.O. Box 343910, Milwaukee, WI 53215 and Aurora Medical Group, P.O. Box 343910, 3301 W. Forest Home Avenue, Milwaukee, WI 53234, Sheboygan County Circuit Court Case Number 2016SC001631, entered October 26, 2016 and docketed November 9, 2016 at 12:10 p.m. in the principal sum of \$9,859.08 (Attorney John M. Heuer).

Child Support Lien against Anthony Dewayne Hughes, DOB January 17, 1973, Docket Number 000628329, filed on May 5, 2019 in the principal sum of \$21,420.64, Rock County.

Special charges by the City of Sheboygan against Anthony and Lisa Hughes, 1922 N 9th St., Sheboygan, WI 53081, for delinquent sewer and water in the amount of \$186.15.

Taxes:

Certificate No.:	803
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$453.36
Date Interest and Penalty Computed:	2/1/2020

Other:

Easements, restrictions, and any other matters as may appear on the recorded Plats/Certified Survey Maps of the subject property.

PARCEL NO. 59282904680

Owner(s) of Record:

Benjamin Richardson, a single person, by virtue of a Warranty Deed, dated October 2, 2015 and recorded October 6, 2015 at 4:12 p.m. as Document Number 2010536.

Property Address:

1027 Fond du Lac Avenue, Sheboygan Falls, WI 53085

Legal Description:

Lot 3, Block 4, Assessment Subdivision 2, City of Sheboygan Falls, Sheboygan County, Wisconsin.

Tax Key Number:

59282904680

Mortgages:

None of record.

Judgments/Liens:

Judgment executed against Benjamin R. Richardson et al in favor of Randall Soerens and Betty Soerens, 29 E. Shore Drive, Random Lake, WI 53075, Sheboygan County Circuit Court Case Number 2014SC002676, entered December 8, 2014 and docketed December 22, 2014 at 8:27 a.m. in the principal sum of \$4,549.44 (Attorney Ryan Kautzer).

Judgment executed against Benjamin R. Richardson in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number (none provided), entered April 15, 2015 and docketed April 15, 2015 at 4:24 p.m. in the principal sum of \$120.00 (no attorney listed).

Judgment executed against Benjamin Ryan Richardson in favor of Sheboygan County Clerk of Circuit Court, (no address provided), Sheboygan County Circuit Court Case Number 2021CT000146, entered June 9, 2022 and docketed June 9, 2022 at 2:55 p.m. in the principal sum of \$217.10 (no attorney listed).

Child Support Lien against Benjamin R. Richardson, DOB October 23, 1979, Lien Docket Number 000734721, filed October 9, 2022 in the principal sum of \$7,175.61, Sheboygan County.

Special charges by the City of Sheboygan Falls against Benjamin Richardson, 1027 Fond du Lac Ave., Sheboygan Falls, WI 53085, for delinquent utilities in the amount of \$1,119.30.

Taxes:

Certificate No.:	855
Tax Year:	2019
Sale Year:	2020
PRINCIPAL Sum of Lien:	\$1,890.51
Date Interest and Penalty Computed:	2/1/2020

Other:

Easement recorded August 1, 1962 at 11:12 a.m. in Volume 15 of Contracts, page 41/2 as Document Number 799142.

PARCEL NO. 59282905000

Owner(s) of Record:

Elizabeth J. Richardson, a single person, by virtue of a Warranty Deed, dated September 3, 2015 and recorded September 11, 2015 at 2:52 p.m. as Document Number 2009250.

Property Address:

516 Leavens Avenue, Sheboygan Falls, WI 53085

Legal Description:

The East 65 feet of Lot 15 in Block 1, Assessment Subdivision No. 3 of the City of Sheboygan Falls, Sheboygan County, Wisconsin, according to the recorded plat thereof.

Tax Key Number:

59282905000

Mortgages:

5. Where parcel numbers do not continue in direct sequential order, those numbers were intentionally omitted because said property was redeemed prior to the filing of this list or said numbers were duplications or inadvertent omissions.

6. Interest and penalty on the principal sum of each tax lien listed above are charged at the rate of one percent (1%) per month (interest) and one-half percent (0.5%) per month (penalty) from February 1st of the year of sale to the date of redemption.

7. All descriptions by Lot and Block numbers refer to plats and maps filed in the Office of the Register of Deeds of Sheboygan County, WI.

8. That no municipalities other than Sheboygan County have any right, title, or interest in the above-described lands or in the tax liens or in the proceeds thereof, except as stated herein.

9. That notice pursuant to Wis. Stat. § 75.521, is hereby given as follows:

**NOTICE OF COMMENCEMENT OF PROCEEDING
IN REM. TO FORECLOSE TAX LIENS
BY SHEBOYGAN COUNTY**

TAKE NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in the list of tax liens, Number Forty-Nine, on file in the Office of the Clerk of the Circuit Court of Sheboygan County, dated May 5, 2023, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of Circuit Court of Sheboygan County constitutes the commencement by said Sheboygan County of a special proceeding in the Circuit Court for Sheboygan County to foreclose the tax liens therein described by foreclosure proceeding *in rem*. and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on May 5, 2023. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments, or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title, or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Sheboygan County and will remain posted for public inspection up to and including July 7, 2023, which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE that any person having or claiming to have any right, title, or interest in or lien upon any such parcel may, on or before said July 7, 2023, redeem such delinquent tax liens by paying to the County Treasurer of Sheboygan County the amount of all such unpaid tax liens, and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption, plus the reasonable costs that the county incurred to initiate the proceedings plus the person's share of the reasonable costs of publication under sub. (6).

SHEBOYGAN COUNTY

By: *Laura Henning-Lorenz*
LAURA HENNING-LORENZ
County Treasurer

**CITY OF SHEBOYGAN
R. O. 63-23-24**

BY CITY CLERK.

NOVEMBER 6, 2023.

Submitting the tax levy report that supports the 2023-2024 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2023 fully certified values furnished by the Wisconsin Department of Revenue.



Tax Levy Certification
2023-2024 Fiscal Year

Municipal Clerk: Meredith Debruin

Municipality: City of Sheboygan

County: Sheboygan

	Entire Technical College District	Portion of Technical College District within Municipality
1. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$22,493,422,230	\$4,089,066,700
2. Percentage of Entire Technical College District	100%	18.1789%
3. Total Levy	\$12,906,827	\$2,346,324.89

CERTIFICATION

I HEREBY CERTIFY the amount shown on **Line 3, column 2**, above, to be assessed against the taxable property of that portion of the Technical College District lying within the municipality, as required by s.38.16(1). Annually, by October 31, or within 10 days after receipt of the equalized valuations from the department of revenue, whichever is later, the district board may levy a tax on the full value of the taxable property of the district for the purposes of making capital improvements, acquiring equipment, operating, and maintaining the schools of the district, and paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s.67.035. The district board secretary shall file with the clerk of each city, village, or town, any part of which is located in the district, a certified statement showing the amount of the levy and the proportionate amount of the tax to be spread upon the tax rolls for collection in each city, village, or town. Such proportion shall be ascertained on the basis of the ratio of full value of the taxable property of that part of the city, village, or town location in the district, as certified to the district board secretary by the department of revenue. Upon receipt of the certified statement from the district board secretary, the clerk of each city, village, or town shall spread the amounts thereof upon the tax rolls for collection. When the taxes are collected, such amounts shall be paid by the treasurer of each city, village, or town to the district board treasurer.

As the Board President of the Technical College District of the State of Wisconsin listed here, I do hereby certify the amount shown on Line 3, column 1, above, was voted on and authorized at the District Board meeting held on the 18th day of October 2023.

Technical College District Name:

Lakeshore Technical College

Technical College District Board President:



Tax Levy Certification
2023-2024 Fiscal Year



John Wyatt

Lakeshore Technical College
2023-24

Municipality	(TID Out) Equalized Valuations	Percent of Total	General	Special Revenue	Debt Service	Operating Total	Debt Service	Total
Calumet County								
08 012 T NEW HOLSTEIN	47,119,652	0.002095	11,811.22	1,562.74	1,304.08	14,678.04	12,359.43	27,037.47
Calumet County Total	47,119,652	0.002095	11,811.22	1,562.74	1,304.08	14,678.04	12,359.43	27,037.47
Manitowoc County								
36 002 T CATO	251,853,000	0.011197	63,130.58	8,352.77	6,970.27	78,453.62	66,060.77	144,514.39
36 004 T CENTERVILLE	109,131,400	0.004852	27,355.36	3,619.37	3,020.32	33,995.05	28,625.04	62,620.09
36 006 T COOPERSTOWN	12,335,621	0.000548	3,092.10	409.11	341.40	3,842.61	3,235.62	7,078.23
36 008 T EATON	106,867,714	0.004751	26,787.93	3,544.29	2,957.67	33,289.89	28,031.29	61,321.18
36 010 T FRANKLIN	165,303,800	0.007349	41,435.78	5,482.34	4,574.94	51,493.06	43,359.01	94,852.07
36 012 T GIBSON	157,121,857	0.006985	39,384.85	5,210.99	4,348.50	48,944.34	41,212.89	90,157.23
36 014 T KOSSUTH	277,652,500	0.012344	69,597.60	9,208.41	7,684.30	86,490.31	72,827.94	159,318.25
36 016 T LIBERTY	218,207,600	0.009701	54,696.88	7,236.91	6,039.10	67,972.89	57,235.61	125,208.50
36 018 T MANITOWOC	139,318,000	0.006194	34,922.06	4,620.52	3,855.76	43,398.34	36,542.96	79,941.30
36 020 T MANITOWOC RAPIDS	309,555,600	0.013762	77,594.57	10,266.49	8,567.25	96,428.31	81,196.09	177,624.40
36 022 T MAPLE GROVE	71,534,299	0.003180	17,931.10	2,372.45	1,979.78	22,283.33	18,763.37	41,046.70
36 024 T MEEME	193,565,400	0.008605	48,519.95	6,419.65	5,357.11	60,296.71	50,771.99	111,068.70
36 026 T MISHICOT	155,250,900	0.006902	38,915.87	5,148.94	4,296.72	48,361.53	40,722.14	89,083.67
36 028 T NEWTON	356,428,100	0.015846	89,343.83	11,821.03	9,864.49	111,029.35	93,490.70	204,520.05
36 030 T ROCKLAND	102,257,933	0.004546	25,632.42	3,391.41	2,830.09	31,853.92	26,822.14	58,676.06
36 032 T SCHLESWIG	361,563,200	0.016074	90,631.02	11,991.33	10,006.61	112,628.96	94,837.63	207,466.59
36 034 T TWO CREEKS	64,067,700	0.002848	16,059.49	2,124.82	1,773.13	19,957.44	16,804.89	36,762.33
36 036 T TWO RIVERS	213,818,300	0.009506	53,596.63	7,091.34	5,917.63	66,605.60	56,084.30	122,689.90
36 112 V CLEVELAND	139,331,000	0.006194	34,925.32	4,620.95	3,856.12	43,402.39	36,546.37	79,948.76
36 126 V FRANCIS CREEK	58,885,300	0.002618	14,760.45	1,952.95	1,629.71	18,343.11	15,445.54	33,788.65
36 132 V KELLNERSVILLE	18,788,100	0.000835	4,709.51	623.11	519.98	5,852.60	4,928.10	10,780.70
36 151 V MSHICOT	122,239,900	0.005434	30,641.19	4,054.12	3,383.11	38,078.42	32,063.39	70,141.81
36 176 V REEDSVILLE	78,999,700	0.003512	19,802.41	2,620.04	2,186.39	24,608.84	20,721.54	45,330.38
36 181 V SAINT NAZIANZ	56,172,900	0.002497	14,080.55	1,862.99	1,554.64	17,498.18	14,734.08	32,232.26
36 186 V VALDERS	78,739,100	0.003501	19,737.09	2,611.40	2,179.18	24,527.67	20,653.18	45,180.85
36 191 V WHITELAW	58,844,800	0.002616	14,750.30	1,951.60	1,628.59	18,330.49	15,434.92	33,765.41
36 241 C KIEL (part Calumet Co)	389,159,500	0.017301	97,548.43	12,906.57	10,770.36	121,225.36	102,076.12	223,301.48
36 251 C MANITOWOC	2,927,798,300	0.130162	733,894.78	97,101.17	81,029.62	912,025.57	767,958.28	1,679,983.85
36 286 C TWO RIVERS	762,866,800	0.033915	191,223.54	25,300.67	21,113.07	237,637.28	200,099.13	437,736.41
Manitowoc County Total	7,957,658,324	0.353777	1,994,701.59	263,917.74	220,235.84	2,478,855.17	2,087,285.03	4,566,140.20
Ozaukee County								
45 002 T BELGIUM	196,989,957	0.008758	49,378.37	6,533.22	5,451.89	61,363.48	51,670.24	113,033.72
45 006 T FREDONIA	180,984,084	0.008046	45,366.27	6,002.38	5,008.91	56,377.56	47,471.92	103,849.48
45 106 V BELGIUM	303,752,600	0.013504	76,139.96	10,074.03	8,406.64	94,620.63	79,673.98	174,294.61
Ozaukee County Total	681,726,641	0.030308	170,884.60	22,609.63	18,867.44	212,361.67	178,816.14	391,177.81
Sheboygan County								
59 002 T GREENBUSH	216,739,033	0.009636	54,328.76	7,188.20	5,998.46	67,515.42	56,850.41	124,365.83
59 004 T HERMAN	204,192,400	0.009078	51,183.76	6,772.09	5,651.22	63,607.07	53,559.45	117,166.52
59 006 T HOLLAND	469,560,500	0.020875	117,702.10	15,573.09	12,995.54	146,270.73	123,165.20	269,435.93
59 008 T LIMA	360,112,000	0.016010	90,267.26	11,943.20	9,966.44	112,176.90	94,456.99	206,633.89
59 010 T LYNDON	276,216,900	0.012280	69,237.74	9,160.80	7,644.57	86,043.11	72,451.39	158,494.50
59 012 T MITCHELL	179,273,800	0.007970	44,937.56	5,945.66	4,961.57	55,844.79	47,023.32	102,868.11
59 014 T MOSEL	183,830,900	0.008173	46,079.86	6,096.80	5,087.70	57,264.36	48,218.64	105,483.00
59 016 T PLYMOUTH	533,995,700	0.023740	133,853.71	17,710.10	14,778.84	166,342.65	140,066.49	306,409.14
59 018 T RHINE	571,183,100	0.025393	143,175.26	18,943.43	15,808.04	177,926.73	149,820.71	327,747.44
59 020 T RUSSELL	39,925,280	0.001775	10,007.85	1,324.13	1,104.97	12,436.95	10,472.36	22,909.31
59 022 T SCOTT	233,001,300	0.010359	58,405.13	7,727.55	6,448.53	72,581.21	61,115.99	133,697.20
59 024 T SHEBOYGAN	1,143,382,500	0.050832	286,605.28	37,920.57	31,644.21	356,170.06	299,907.97	656,078.03
59 026 T SHEBOYGAN FALLS	299,177,000	0.013301	74,993.02	9,922.28	8,280.01	93,195.31	78,473.80	171,669.11
59 028 T SHERMAN	211,473,400	0.009402	53,008.85	7,013.57	5,852.73	65,875.15	55,469.24	121,344.39
59 030 T WILSON	685,894,200	0.030493	171,929.25	22,747.85	18,982.78	213,659.88	179,909.30	393,569.18
59 101 V ADELL	46,850,900	0.002083	11,743.85	1,553.82	1,296.64	14,594.31	12,288.95	26,883.26
59 111 V CASCADE	62,910,300	0.002797	15,769.37	2,086.44	1,741.10	19,596.91	16,501.30	36,098.21
59 112 V CEDAR GROVE	219,488,400	0.009758	55,017.93	7,279.39	6,074.55	68,371.87	57,571.56	125,943.43
59 121 V ELKHART LAKE	398,327,100	0.017709	99,846.42	13,210.62	11,024.08	124,081.12	104,480.76	228,561.88
59 131 V GLENBEULAH	49,274,000	0.002191	12,351.24	1,634.18	1,363.71	15,349.13	12,924.51	28,273.64
59 135 V HOWARDS GROVE	389,590,800	0.017320	97,656.54	12,920.88	10,782.30	121,359.72	102,189.24	223,548.96
59 141 V KOHLER	632,639,700	0.028126	158,580.25	20,981.65	17,508.91	197,070.81	165,940.70	363,011.51
59 165 V OOSTBURG	302,791,300	0.013461	75,899.00	10,042.15	8,380.04	94,321.19	79,421.82	173,743.01
59 176 V RANDOM LAKE	214,099,300	0.009518	53,667.07	7,100.66	5,925.40	66,693.13	56,158.01	122,851.14
59 191 V WALDO	54,567,000	0.002426	13,678.00	1,809.73	1,510.19	16,997.92	14,312.87	31,310.79
59 271 C PLYMOUTH	911,847,000	0.040538	228,567.57	30,241.63	25,236.24	284,045.44	239,176.48	523,221.92
59 281 C SHEBOYGAN	4,089,066,700	0.181789	1,024,983.42	135,614.92	113,168.84	1,273,767.18	1,072,557.71	2,346,324.89
59 282 C SHEBOYGAN FALLS	827,507,100	0.036789	207,426.54	27,444.50	22,902.03	257,773.07	217,054.23	474,827.30
Sheboygan County Total	13,806,917,613	0.613820	3,460,902.59	457,909.89	382,119.64	4,300,932.12	3,621,539.40	7,922,471.52
Total	22,493,422,230	1.000000	5,638,300.00	746,000.00	622,527.00	7,006,827.00	5,900,000.00	12,906,827.00
City, Town & Village Summary								
Towns	9,298,884,630	0.413405	2,330,899	308,400	257,356	2,896,655	2,439,087	5,335,741.89
Villages	3,286,292,200	0.146100	823,756	108,991	90,951	1,023,698	861,991	1,885,689.26
Cities	9,908,245,400	0.440495	2,483,644	328,609	274,220	3,086,474	2,598,922	5,685,395.85
	22,493,422,230	1.000000	5,638,300	746,000	622,527	7,006,827	5,900,000	12,906,827.00
County Summary								
08 Calumet	47,119,652	0.002095	11,811	1,563	1,304	14,678	12,359	27,037.47
36 Manitowoc	7,957,658,324	0.353777	1,994,702	263,918	220,236	2,478,855	2,087,285	4,566,140.20
45 Ozaukee	681,726,641	0.030308	170,885	22,610	18,867	212,362	178,816	391,177.81
59 Sheboygan	13,806,917,613	0.613820	3,460,903	457,910	382,120	4,300,932	3,621,539	7,922,471.52
	22,493,422,230	1.000000	5,638,300	746,000	622,527	7,006,827	5,900,000	12,906,827.00

**CITY OF SHEBOYGAN
RESOLUTION 198-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

APRIL 3, 2024.

A RESOLUTION authorizing the continuation of the self-insured worker’s compensation program.

WHEREAS, the City of Sheboygan is a qualified political subdivision of the State of Wisconsin; and

WHEREAS, the Wisconsin Worker’s Compensation Act (Act) provides that employers covered by the Act either insure their liability with worker’s compensation insurance carriers authorized to do business in Wisconsin, or be exempted (self-insured) from insuring liabilities with a carrier and thereby assume the responsibility for its own worker’s compensation risk and payment; and

WHEREAS, the State and its political subdivisions may self-insure worker’s compensation with a special order from the Department of Workforce Development (Department) if they agree to report faithfully all compensable injuries and agree to comply with the Act and rules of the Department.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan shall provide for the continuation of a self-insured worker’s compensation program that is currently in effect.

BE IT FURTHER RESOLVED: That the City Clerk is directed to forward certified copies of this resolution to the Worker’s Compensation Division, Wisconsin Department of Workforce Development.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
RESOLUTION 200-23-24**

BY ALDERPERSONS RUST AND FELDE.

APRIL 3, 2024.

A RESOLUTION approving the 2024 Action Plan and funding allocation in connection with the Community Development Block Grant (CDBG) programs.

WHEREAS, the 2020-2024 Consolidated Plan for the City of Sheboygan is a five-year planning document that assesses community development needs that impact low-income persons, and the Year 5 (2024) Action Plan is used for addressing priority needs referenced in this plan; and

WHEREAS, the City is required to approve the 2024 Action Plan, which includes an application under the Community Development Block Grant (CDBG) Program for federal funding, as a prerequisite to the Department of Housing and Urban Development (HUD); and

WHEREAS, the 2020-2024 Consolidated Plan and 2024 Action Plan is the basis upon which HUD approves or disapproves the allocation of formula grant programs; and

WHEREAS, the 2024 Action Plan of the 2020-2024 Consolidated Plan identifies uses and awards amounts of the 2024 CDBG Entitlement funds; and

WHEREAS, prior program income is reallocated in the 2024 Action Plan; and

WHEREAS, program income received during the 2024 Action Plan will be committed to activities that generate such income.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council approves the 2024 Action Plan as presented.

BE IT FURTHER RESOLVED: That the Mayor is designated as the authorizing representative of the City of Sheboygan to act in connection with the Consolidated Plan and to provide such additional information as may be required.

BE IT FURTHER RESOLVED: That the Mayor is authorized to execute any documents which are necessary for the implementation of activities funded under the Action Plan and Consolidated Plan.

BE IT FURTHER RESOLVED: That should the anticipated 2024 CDBG Program entitlement funding level be changed by the Federal Government, the resulting increase or decrease will be applied to the City of Sheboygan’s Housing programs.

BE IT FURTHER RESOLVED: That City staff is hereby authorized to take any and all necessary steps to effectuate this resolution.

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



2024 ANNUAL ACTION PLAN

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM, US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)



Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Sheboygan anticipates expending nearly \$2.5 million in HUD Community Development Block Grant funds this year to address housing, business assistance, and community needs within the city. These investments are estimated to leverage over \$19.8 million in other resources, resulting in every \$1 spend in CDBG \$9 will be leverage from other public and private sources. The 2024 Program Year represents year five in the City of Sheboygan's Five-Year Consolidated Plan, covering the period of April 1, 2024 to March 31, 2025. The 2024 Action Plan serves as the guiding document to the U.S. Department of Housing and Urban Development as well as citizens within our city to demonstrate our goals for this funding.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

In year five of our Consolidated Plan, the city will continue to prioritize and fund the following:

- Creation and rehabilitation of housing through the city to ensure decent, safe and sanitary housing is available within the City.
- Support businesses that create economic opportunity for LMI persons and LMI neighborhoods.
- Assist with community needs including efforts to end homelessness, support for mental health and substance abuse and provide youth assistance services.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Sheboygan housing rehabilitation program continues to serve LMI residents in our community by making necessary repairs to ensure the safety of households. The city has also completed road projects, street lighting to ensure safety in our downtown, repaired the parking lot of the senior center to help prevent trips and falls and helped many non-profit agencies carry out public service projects to support our youth and most vulnerable populations.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The city held a public hearing on our 2024 goals on November 13, 2023 to begin the planning process for the action plan. On March 27, 2024, the City noticed in the newspaper the availability of the City's annual action plan for comments. The comment period runs from March 26, 2024 thru April 30, 2024 . The legal ad also notified the public that a public hearing would take place on April 11, 2024. A 15 day notice was given for the public hearing. It also informed the public that they could comment on the plan. The public was given 35 days to comment on the Action Plan.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SHEBOYGAN	Department of City Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Sheboygan was the lead agency that prepared this Action Plan.

Consolidated Plan Public Contact Information

For questions or comments about the Annual Action Plan, please contact Diane McGinnis Casey, Director of Planning and Development, diane.mcginniscasey@sheboyganwi.gov or 920-459-3383.

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

On March 27, 2024 the City noticed in the newspaper the availability of City's annual action plan for comment. The comment period runs from March 26, 2024 thru April 30, 2024. The legal add also notified the public hearing would take place on April 11, 2024. A 15-day notice was given for the public hearing. It also informed the public that they could comment on the plan. The public was given 35 days to comment on the Action Plan.

In developing its most recent Five-Year Consolidated Plan, the City of Sheboygan consulted a number of stakeholders. The process allowed staff to gain valuable insight on current trends affecting the low- to moderate-income population, to assess the needs of the organizations operating in that space, and to better coordinate services. Surveys, focus groups and targeted conversations with other City departments, nonprofits, housing providers, businesses, and additional government agencies provided vital information which was incorporated in the City's 2020-2024 Plan.

The priority needs and goals found in the 2024 Annual Action Plan are aligned with the City's current Consolidated Plan. Ongoing communication with stakeholders and participation in various activities have allowed the City to determine which needs to address with this year's CDBG allocation.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City of Sheboygan enhances coordination between public and private service providers and agencies through involvement with several organizations and initiatives addressing housing, health, mental health, and other community needs.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Service and funding coordination is crucial to the City of Sheboygan's efforts to address the range of needs affecting the homeless population as a whole and the specific challenges encountered by the segments listed. The City's efforts include:

CoC Participation: The City actively participates in the local Lakeshore CoC, which serves as the collaborative body responsible for planning and delivering homeless services in the community. Participation allows the City to contribute to the group's decision-making, the allocation of resources, and its overall coordination efforts.

Service Provider Collaboration: The City collaborates with a number of service providers, including nonprofits and faith-based organizations to ensure delivery of services to homeless individuals and families.

Data Sharing and Analysis: The City collaborates with the CoC and service providers to collect and analyze data on homelessness. By identifying trends and measuring outcomes, the City and its partners are able to make better informed decisions resulting in improved strategies and more effective interventions.

Targeted Programs and Partnerships: The City continues to actively work with affordable housing developers to provide options for seniors, families, veterans, families with children and persons at risk. These efforts increase the availability of rental units obtainable by low- to moderate-income tenants and offer additional permanent housing options for homeless individuals and families.

Public Awareness and Education: Together with the CoC, the City works to raise public awareness about homelessness in order to dispel misconceptions and promote understanding and empathy.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

N/A The City does not receive ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	LAKESHORE CAP INC.
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Housing-focused agency, Continuum of Care coordinating agency, and CDBG subrecipient.
2	Agency/Group/Organization	Partners for Community Development
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Anti-poverty Strategy Lead-based Paint Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Local affordable housing developer and management agency and CDBG subrecipient. City staff consults with Partners on an ongoing basis regarding affordable housing and issues facing would-be homebuyers.
3	Agency/Group/Organization	SALVATION ARMY
	Agency/Group/Organization Type	Services - Housing Services-Children Services-homeless Services-Employment
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Salvation Army is the only year-round emergency shelter for men, women and families and a CDBG subrecipient.
4	Agency/Group/Organization	Habitat for Humanity-Lakeside
	Agency/Group/Organization Type	Housing Services - Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG subrecipient providing opportunities for LMI households to own their own home.

5	Agency/Group/Organization	The Abode
	Agency/Group/Organization Type	Housing Services - Housing Services-Victims of Domestic Violence Services-homeless Services - Victims
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CDBG subrecipient that is addressing mental health and substance abuse.
6	Agency/Group/Organization	HOUSING AUTHORITY OF THE CITY OF SHEBOYGAN
	Agency/Group/Organization Type	Housing PHA Services - Housing
	What section of the Plan was addressed by Consultation?	Public Housing Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Work with Lakeshore CAP addressing households pay for the security deposit and homelessness prevention in public housing.

Identify any Agency Types not consulted and provide rationale for not consulting

None

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	lakeshore	See the coordination with the local CoC above.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

- 1. Summary of citizen participation process/Efforts made to broaden citizen participation**
Summarize citizen participation process and how it impacted goal-setting

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (if applicable)

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The city anticipates a balance in revolving loans for business assistance and housing rehabilitation and carry over funds. The city rebid two public facility projects in Kiwanis park in late 2023 for the pickleball courts and the trail extension that will be completed in summer of 2024.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	865,297	645,396	775,733	2,286,426	1,641,030	The City of Sheboygan shall set aside no more than 20% of it receipted program income funds for administration and planning and no more than 15% for public service activities. The remaining will be receipted to the respective revolving loan program.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how

matching requirements will be satisfied

The City of Sheboygan anticipates leveraging CDBG funding with approximately \$19.8 million of other local, state, federal, private and donated funds. Other resources into this project will match over \$9 for every \$1 of CDBG investment. The City of Sheboygan is expecting population growth to meet the needs of our existing and future businesses. The city is leveraging extensive TID funding to support this effort in addition to the ARPA funds it has targeted to current housing efforts.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city has acquired land for additional housing and will continue to look for opportunities to address the housing crisis it is experiencing.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Accessibility improvements to existing homes	2020	2024	Affordable Housing Homeless	BLOCK GRANT TARGET AREA, SHEBOYGAN	Access to Rental Housing	CDBG: \$125,000	Rental units constructed: 44 Household Housing Unit
2	Neighborhood Revitalization and Stabilization	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commercial Business District	Public Facilities	CDBG: \$108,662	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 872 Households Assisted
3	Economic Development	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN	Economic Development	CDBG: \$218,425	Businesses assisted: 18 Businesses Assisted
4	Increased home ownership opportunities	2020	2024	Affordable Housing Homeless	BLOCK GRANT TARGET AREA, SHEBOYGAN	Homeownership	CDBG: \$200,000	Homeowner Housing Added: 8 Household Housing Unit
5	Homelessness	2020	2024	Homeless	BLOCK GRANT TARGET AREA, SHEBOYGAN	Homeownership	CDBG: \$142,280	Overnight/Emergency Shelter/Transitional Housing Beds added: 725 Beds

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Preservation of existing homes	2020	2024	Affordable Housing	BLOCK GRANT TARGET AREA, SHEBOYGAN	Maintain and Improve Owner Occupied Housing	CDBG: \$226,756	Homeowner Housing Rehabilitated: 10 Household Housing Unit
7	Youth Assistance Program	2020	2024	Non-Homeless Special Needs	BLOCK GRANT TARGET AREA, SHEBOYGAN	Public Services	CDBG: \$37,246	Other: 37246 Other
8	Community Facilities	2020	2024	Non-Housing Community Development	Eligible Census Tracts	Public Facilities	CDBG: \$469,235	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 1400 Households Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Accessibility improvements to existing homes
	Goal Description	
2	Goal Name	Neighborhood Revitalization and Stabilization
	Goal Description	
3	Goal Name	Economic Development
	Goal Description	
4	Goal Name	Increased home ownership opportunities
	Goal Description	

5	Goal Name	Homelessness
	Goal Description	
6	Goal Name	Preservation of existing homes
	Goal Description	
7	Goal Name	Youth Assistance Program
	Goal Description	
8	Goal Name	Community Facilities
	Goal Description	

Projects

AP-35 Projects – 91.220(d)

Introduction

The projects listed below will further the goals identified in the Consolidated Plan.

Projects

#	Project Name
1	Increase the number of Affordable Rental Units
2	2024 Administration
3	2024 Historic Preservation
4	Economic Development
5	Micro Enterprise Business assistance including Technical Assistance
6	Home Buyer Down Payment Assistance
7	Section 108 Loan
8	Homelessness Services
9	2024 Housing Rehabilitation
10	Youth Services
11	Transportation Services
12	Park, Recreational Facilities

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Funding decisions were based on goals identified in the Consolidated Plan. A lack of resources and a lack of housing inventory are obstacles to addressing underserved needs.

AP-38 Project Summary
Project Summary Information

1	Project Name	Increase the number of Affordable Rental Units
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Accessibility improvements to existing homes
	Needs Addressed	Access to Rental Housing
	Funding	CDBG: \$125,000
	Description	Partner with Partners for Community Development in supporting the acquisition and soft costs to increase the number of affordable housing units within the city.
	Target Date	2/28/2025
	Estimate the number and type of families that will benefit from the proposed activities	The CDBG funds are being utilized to assist with acquisition and costs for a new construction housing project for LMI households. This is a Low-Income Housing Tax Credit project consisting of 44 new housing units.
	Location Description	Gateway Apartments
	Planned Activities	
2	Project Name	2024 Administration
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Goals Supported	Preservation of existing homes Increased home ownership opportunities Accessibility improvements to existing homes Youth Assistance Program Neighborhood Revitalization and Stabilization Economic Development Community Facilities Homelessness
	Needs Addressed	Access to Rental Housing Maintain and Improve Rental Housing Maintain and Improve Owner Occupied Housing Economic Development Public Infrastructure Public Facilities Public Services Homeownership
	Funding	CDBG: \$563,786

	Description	Program Administration
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	These funds will support a administration of the CDBG program.
	Location Description	
	Planned Activities	
3	Project Name	2024 Historic Preservation
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Neighborhood Revitalization and Stabilization
	Needs Addressed	Economic Development
	Funding	CDBG: \$66,170
	Description	Funding will be used for historic preservation of eligible properties.
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Up to two properties will be receive historic preservation assistance.
	Location Description	
	Planned Activities	
4	Project Name	Economic Development
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$158,425
	Description	Low interest loans for business be created or expand that create or retain jobs targeted to LMI households.
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	This project will assist LMI households with the creation and/or retention of LMI jobs.

	Location Description	
	Planned Activities	
5	Project Name	Micro Enterprise Business assistance including Technical Assistance
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Economic Development
	Needs Addressed	Economic Development
	Funding	CDBG: \$60,000
	Description	Target Microenterprise/entrepreneur businesses and provide wrap around technical assistance to help ensure business vitality.
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	10 LMI households will be assisted through Micro Enterprise and technical assistance.
	Location Description	
	Planned Activities	
6	Project Name	Home Buyer Down Payment Assistance
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Increased home ownership opportunities
	Needs Addressed	Homeownership
	Funding	CDBG: \$200,000
	Description	Down payment assistance for new home buyers
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	Eight LMI households will receive down payment assistance.
	Location Description	
	Planned Activities	
7	Project Name	Section 108 Loan
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Community Facilities

	Needs Addressed	Public Facilities
	Funding	CDBG: \$160,000
	Description	Repayment of Section 108 Loan
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	Project Name	Homelessness Services
	Target Area	Downtown Central Commercial Business District Eligible Census Tracts
	Goals Supported	Homelessness
	Needs Addressed	Public Services
	Funding	CDBG: \$142,280
	Description	Overnight/Emergency Shelter/Transitional Housing
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	unsheltered individuals will access homelessness services.
	Location Description	
	Planned Activities	
9	Project Name	2024 Housing Rehabilitation
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Accessibility improvements to existing homes
	Needs Addressed	Maintain and Improve Owner Occupied Housing
	Funding	CDBG: \$261,792
	Description	Single Family and multifamily housing rehabilitation
	Target Date	3/31/2025

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
10	Project Name	Youth Services
	Target Area	BLOCK GRANT TARGET AREA, SHEBOYGAN
	Goals Supported	Youth Assistance Program
	Needs Addressed	Public Services
	Funding	CDBG: \$37,246
	Description	Services directed at LMI households with youth.
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
11	Project Name	Transportation Services
	Target Area	Eligible Census Tracts
	Goals Supported	Neighborhood Revitalization and Stabilization
	Needs Addressed	Public Services
	Funding	CDBG: \$42,492
	Description	Shoreline Metro
	Target Date	3/31/2025
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

12	Project Name	Park, Recreational Facilities
	Target Area	Eligible Census Tracts
	Goals Supported	Community Facilities
	Needs Addressed	Public Facilities
	Funding	CDBG: \$469,235
	Description	
	Target Date	9/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Serves a LMA low income census track
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Sheboygan will focus its efforts on assisting households that are low-to-moderate income. In addition, the city has one eligible census track that is a low-to-moderate area, Census Track 114.

Geographic Distribution

Target Area	Percentage of Funds
BLOCK GRANT TARGET AREA, SHEBOYGAN	80
Downtown Central Commercial Business District	10
Eligible Census Tracts	10

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City's plans for 2023 activities will overwhelmingly benefit the City's low- to moderate-income residents. Funds will be used to address high priority needs across the City and are not necessarily targeted geographically. While the City of Sheboygan does not have any formal Neighborhood Revitalization Strategy Areas, funds are used to promote vibrant and healthy residential areas with affordable housing options and expanded economic opportunities. Most of the programs are operated on a city-wide basis. These programs may include client-based public service activities, as well as facility improvements within low-moderate income areas of the City.

Discussion

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	725
Non-Homeless	1,200
Special-Needs	20
Total	1,945

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	20
The Production of New Units	44
Rehab of Existing Units	8
Acquisition of Existing Units	0
Total	72

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

AP-60 Public Housing – 91.220(h)

Introduction

The City of Sheboygan does not directly fund the local housing authority. The housing authority has a new director and the city will work to collaborate with them to further advance housing options for citizens in Sheboygan. The city also works with local landlords to advance efforts to address impediments of fair housing and people experiencing homelessness in our community.

Actions planned during the next year to address the needs to public housing

The City will collaborate with the housing authority. We will work together to continue to identify needs and options to address those needs.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The City intends to launch a down payment assistance program in PY 2024. Staff will ensure the housing authority is aware of this program in an effort to encourage participation in homeownership.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City participates in a local collaborative to look for solutions to addressing homelessness led by our local CoC. The City also participates in the Point In Time count.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Sheboygan continues to support partner agencies working to assist unhoused households. Through these partner agencies and our local CoC we work to address the needs within our community. Without more funding to support mental health, substance abuse and wrap around support it will be difficult to make strides in truly long term solutions.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Sheboygan utilizes a portion of our CDBG public service funds to support local shelters and transitional housing. The need for all types of housing, but specifically affordable housing is great within our community. The City has allocated over \$5 million of ARPA funding to assist with construction of 175 new units targeted to LMI and senior households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Sheboygan has allocated funding to Lakeshore CAP to assist in transitional housing from homelessness and emergency shelters to permanent housing.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services,

employment, education, or youth needs.

The City of Sheboygan is funding a new program this year to help households with up to three months of rent that are facing a crisis of losing their home. This agency will also work with these households to access resources and supports to stabilize the household and develop a plan moving forward to help prevent emergency situations in the future.

Discussion

The City works closely with the local CoC and participates in the local housing coalition to identify needs and resources to address these needs.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City of Sheboygan will continue its efforts to support affordable housing opportunities in the region. The city is working diligently to foster neighborhood associations. Through their work, members develop the stability, credibility, and influence necessary to be an effective force in making a stronger neighborhood.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Sheboygan just signed a contract to update our Comprehensive Plan. This work will be ongoing over the next 12-18 months. Through this process the city will review data and engage in public meetings to better understand what is working and what are barriers. After completing this update, the city will be updating our city zoning ordinances to address concerns identified in the plan. At the same time, the city is utilizing Planned Unit Development to allow greater flexibility, density and use of parcels for development.

Discussion:

The city will be utilizing Planned Unit Development zoning overlays to build out over 2500 housing units in the next 5-8 years.

AP-85 Other Actions – 91.220(k)

Introduction:

Cuts to HUD funding has made it difficult to do larger impactful projects. This is further exacerbated by the timeliness test because we can only have about \$1.2 million in the account. While the pandemic is over, the impact of supply chain has not fully recovered. The difficulty in getting some materials delays projects and ultimately prevents the city from planning CDBG funding into these projects. The city continues to focus on single family rehabilitation as well as many key community needs with our public service funding. The ARPA funding has allowed us to program over \$5 million into housing projects which have leverage Low Income Housing Tax Credits for low income tenants as well as senior housing. The city continues to look for opportunities to leverage all federal and state resources to assist the housing crisis within our community.

Actions planned to address obstacles to meeting underserved needs

The city has and continues to leverage Tax Increment Financing as a primary driver to increase housing. TID resources have assisted the city in key infrastructure projects to support additional housing development. In addition, the city utilizes the TID one-year extension to capture funds specific to affordable housing. This has assisted the city in acquiring 274 acres for a housing expansion on the south side of the city. This project will support 1920 new housing units in the next 5-8 years. The TID affordable housing program has also assisted Low Income Housing Tax Credit projects to help fill the financial gap that often exists with these projects to ensure a viable project that will cash flow.

The city is also partnering with many non-profits and local businesses to address the unhoused population within our city. The two largest challenges with this population are a lack of mental health and sobriety resources and the continues funding that is necessary to offer ongoing wrap around services to help individuals stay housed.

To further support LMI households, the city intends to launch a down payment assistance program with CDBG funds to make homeownership an option for all households. The housing market is very competitive, interest rates are high and supply is low. All these factors make it even more challenging for LMI households to afford to purchase a home.

Actions planned to foster and maintain affordable housing

As noted in previous sections, the city is maximizing ARPA funding as well as Tax Increment Funding to address the lack of housing inventory. The city of Sheboygan is experiencing a rental housing vacancy rate of less than 1%. A healthy rental housing market the vacancy rate would be around 7%. To further demonstrate this, on January 23, 2024 there were 34 actual units available in the market place. In addition, to date we are aware of employers expecting to expand and have a need of over 850-1000

new employees in the next several months.

The local businesses realize the need for quality housing in the marketplace and have partnered to be a part of the solution. Four local businesses invested \$2 million each to create The Forward Fund that will develop approximately 600 single-family homes throughout Sheboygan County over the next five years. Learn more at <https://www.wisbusiness.com/2023/sheboygan-county-economic-development-corporation-scedc-forward-fund-break-ground-on-new-entry-level-homes-in-founders-pointe-subdivision/>

The city will continue to maximize our Tax Increment Financing, state and federal resources including CDBG and private investment into the housing crisis in Sheboygan.

Actions planned to reduce lead-based paint hazards

The city continues to address lead-based paint hazards identified in our housing rehabilitation program. In addition, our local CAP agency receives funding from the State of Wisconsin through their Lead Safe Homes Program to target lead hazards and abatement them throughout our community.

Actions planned to reduce the number of poverty-level families

The city will continue to pursue opportunities to address poverty:

1. Actively encourage commercial and industrial development to increase local employment for residents.
2. Coordinate with the State Employment and Development Department to research the job skills currently found in the community.
3. Support micro-enterprise business opportunities. We will be actively seeking a partner to assist with technical assistance for micro-enterprise entrepreneurs in FY24 to help provide technical skills and one-on-one mentoring.

Actions planned to develop institutional structure

The city will continue to improve communications with other local agencies, non-profits, and for-profit partners in an effort to meet and address community needs. The city will also strengthen its partnerships with both K-12 and post-secondary educational institutions to foster relationships that will address gaps within our community.

Actions planned to enhance coordination between public and private housing and social

service agencies

The City of Sheboygan will continue to improve its efforts to bring together multiple public and private agencies for improved collaboration, to assist with strategy and policy making, and leverage joint resources.

Discussion:

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	75.00%

II

R. O. No. 9 - 23 - 24. By CITY CLERK. June 5, 2023.

Submitting a Notice of Injury from Jacobs Injury Law, S.C. regarding alleged injuries to their client, Robert Autman.

CITY CLERK

FAP



JACOBS INJURY LAW, S.C.

May 16, 2023

Meredith DeBruin, City Clerk
Attn. Claims
Sheboygan City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Sheboygan Sheriff's Department
Attn. Cory Roeseler
525 North 6th Street
Sheboygan, WI 53081

Re: Our Client: Robert Autman
Date of Injury: May 5, 2023

NOTICE OF INJURY PURSUANT TO §893.80(1d)(a)

Dear Sir or Madam:

Pursuant to Wis. Stat. §893.80(1)(d)(a), we hereby give notice that our client, Robert Autman (DOB 11/26/1982), suffered bodily injuries and other damages on May 5, 2023, at approximately 10:30 – 11:15 a.m. Mr. Autman was being transported by a member of the Sheboygan Sheriff Department from the Milwaukee County Community Reintegration Center. The driver of his transport van intended to drive in reverse; however, the vehicle was in "Drive," and it instead surged forward and struck a yellow barrier/bollard in the parking lot at 8885 South 68th Street, in the City of Franklin, Wisconsin.

We further give notice of an attorneys' lien in this matter and ask that all further communications be conducted through this office on behalf of our client.

This letter is not a claim pursuant to §893.80(1d)(b).

If you have any questions regarding this matter, please contact the undersigned at (414) 306-8999.



PROCESS SERVER
5/17/23 1145AM

DATE / TIME

Very truly yours,

JACOBS INJURY LAW, SC

A handwritten signature in black ink, appearing to read "Ann S. Jacobs". The signature is fluid and cursive, with the first name "Ann" and last name "Jacobs" clearly legible.

Ann S. Jacobs

Attorney at Law

Ann@JacobsInjuryLaw.com

VI

R. C. No. 205 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 28-22-23 by City Clerk submitting a Notice of Claim from Frontier for alleged damages to their facilities from a mowing incident; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FP 2324

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 28 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting a Notice of Claim from Frontier for alleged damages to their facilities from a mowing incident.

FHP

CITY CLERK



MKC
JUN 27 2022
Item 10.

Claims Management Resource
PO Box 60770
Oklahoma City, OK 73146-0770
(800) 321-4158

*******NOTICE OF CLAIM*******

Date: 06-16-2022

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: CITY OF SHEBOYGAN
CITY CLERK
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081

CERTIFIED MAIL# 92148901066154000176628318

RE: **Damage to FRONTIER Property**

FRONTIER Claim Num: 1820233
Damage/Discovery Date: 06-13-2022
Damage Location: COUNTY HWY Z AND OAK RD, SHEBOYGAN, WI
Damage County: SHEBOYGAN
Damage Amount: UNDETERMINED

Dear Sir/Madam:

Please be advised that FRONTIER Facilities sustained damage as a result of the negligent acts or omissions by employees or agents of CITY OF SHEBOYGAN .

Investigation has revealed that on or about 06-13-2022 employees or agents of CITY OF SHEBOYGAN, SHEBOYGAN COUNTY WAS MOWING AND DAMAGED A FRONTIER PEDESTAL in the area of COUNTY HWY Z AND OAK RD, SHEBOYGAN, WI.

This letter is the written presentment of FRONTIER's claim pursuant to Wisconsin Statute s.893.80 (1) (a) & (b) .

REQUEST FOR GOVERNMENTAL NOTICE FORM

If your Governmental Entity requires the completion of its own form to complete proper notice, please forward a copy to the address listed above. Every good faith effort has been made to identify the proper office and address to perfect our notice. Please forward to your attorney, if misdirected, to contact us. Matters herein stated are alleged on information and belief this pleader believes to be true. If there is insurance to cover this matter, kindly advise as to the name of the insurance company, its address and the claim number assigned. If you have any questions, or need additional information, please contact me at 1-800-321-4158 ext 8232.

Sincerely,
Chelsea Dongelewic

CMR Claims DEPT

NOTARY 
Commission Expires April 14, 2026

SIERRA ELIZABETH FOREHAND
Notary Public - State of Oklahoma
Commission Number 22005258
My Commission Expires Apr 14, 2026

CMR
726 W SHERIDAN AVE
OKLAHOMA CITY, OK 73102-2412



Item 10.

9214 8901 0661 5400 0176 6283 18

RETURN RECEIPT (ELECTRONIC)

1820233
CITY OF SHEBOYGAN
CITY CLERK
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081-4714

CUT / FOLD HERE

Zone 5

6"X9" ENVELOPE
CUT / FOLD HERE

CUT / FOLD HERE

**CITY OF SHEBOYGAN
R. O. 94-23-24**

BY CITY CLERK.

JANUARY 15, 2024.

Submitting a claim from Harbor Winds Hotel for alleged overstatement of personal property tax.



Sheboygan City Clerk
Meredith DeBruin
Via email: meredith.debruin@sheboyganwi.gov

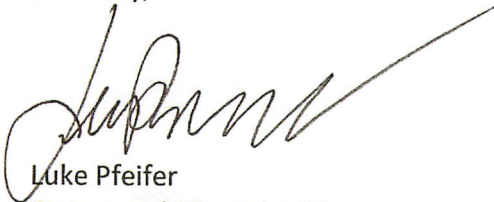
December 29, 2023

Dear Ms. DeBruin,

Our 2023 Property Tax Bill contained a clerical error in the computation of our property tax, resulting in an overstated tax amount due. Our business is located on leased land from the City of Sheboygan. The personal property tax bill inadvertently included an incorrect assessment amount of \$1,257,700 when the assessment was 610,900. Per Wisconsin State statute 74.33(1), we request a claim to rescind the overstated amount of \$10,431.93. This will result in us paying the actual amount of tax due of \$9,852.91. As you can imagine, as a small family business, the burden of paying this overage amount and waiting for a refund is something other than what our business can absorb.

We are grateful for your city staff's help and look forward to resolving this matter.

Sincerely,



Luke Pfeifer
Owner and Managing Director
Harbor Winds Hotel LLC and LuMoChaMe Harbor LLC

Corrected Personal Property Tax Bill for 2023

Item 10.

Taxpayer's Name:	Harbor Pride, LLC		
Taxpayer's Mailing Address:	905 S 8th Street, Sheboygan, WI 53081-4411		
Taxpayer's Situs Address:	905 S 8th Street		
Parcel No:	59281835115P		
Municipality:	City of Sheboygan		
Due Date(s):	Full Payment	January 31, 2025	\$ -
		OR	
	Pay in Installments of 1st Installment	January 31, 2025	\$ -
	2nd Installment	July 31, 2025	\$ -

	Assessed Value Before Correction	Assessed Value After Correction
	1,257,700	610,900
Total	1,257,700	610,900

	2023	2023 Original Tax Bill	2023 Corrected Tax Bill
County of Sheboygan	0.003866397754	4,862.77	2,361.98
City of Sheboygan	0.006827336211	8,586.74	4,170.82
School District (5271 - Sheboygan Area)	0.006242951039	7,851.75	3,813.82
School District Credit	-0.001398653135	(1,759.09)	(854.44)
Lakeshore Technical College	0.000590492997	742.66	360.73
Special District	0.000000000000	-	-
Special District	0.000000000000	-	-
Sub-total	0.016128524866	20,284.84	9,852.91
Lottery Credit		-	-
First Dollar Credit		-	-
Special Assessment		-	-
Special Charge (Refuse & Garbage Collection)		-	-
Special Charge (Recycling)		-	-
Total		20,284.84	9,852.91

	Amount Paid by Taxpayer
	Amount Paid by Taxpayer
	Corrected Taxpayer Amount \$ 9,852.91
	Amount to Be Refunded By Municipality \$ 10,431.93

NOTICE TO TAXPAYER AND TAXATION DISTRICT

Sheboygan County does not originate any of the assessment information upon which your property tax bill was calculated. Sheboygan County does not change or correct errors on tax bills without receiving written information from the assessor. Based on information provided to me by your assessor, your tax bill has been recalculated as set forth above. Only if this document is signed by me will this document constitute a corrected tax bill.

Laura Henning-Lorenz

 Laura Henning-Lorenz
 Sheboygan County Treasurer/Real Property Listing

12/27/2023

 Date

Rev. 12/26/2014 & 06/27/18

**CITY OF SHEBOYGAN
R. O. 40-23-24**

BY CITY CLERK.

SEPTEMBER 18, 2023.

Submitting a notice of claim from Gregory R. Robinson for alleged injuries from a fall.

DATE RECEIVED 9-5-23

RECEIVED BY MKC

SEP 05 2023
Item 10.

CLAIM NO. 7-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Gregory R Robinson
2. Home address of Claimant: 418 Michigan Ave
3. Home phone number: 920 452 3466
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 8/19/2023 around 12pm

6. Where did damage or injury occur? (give full description) Corner of Superior & Calumet (stop sign crosswalk on northeast corner) see attached

7. How did damage or injury occur? (give full description) See attached

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: _____

(b) Claimant's statement of the basis of such liability: _____

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: 2" gap (high) between sidewalk and crosswalk

(b) Claimant's statement of basis for such liability: See attached

10. Give a description of the injury, property damage or loss, so far as is known a time. (If there were no injuries, state "NO INJURIES").

Item 10.

See attached

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ _____

Property: \$ _____

Personal injury: \$ UNKNOWN

Other: (Specify below) \$ _____

TOTAL \$ _____

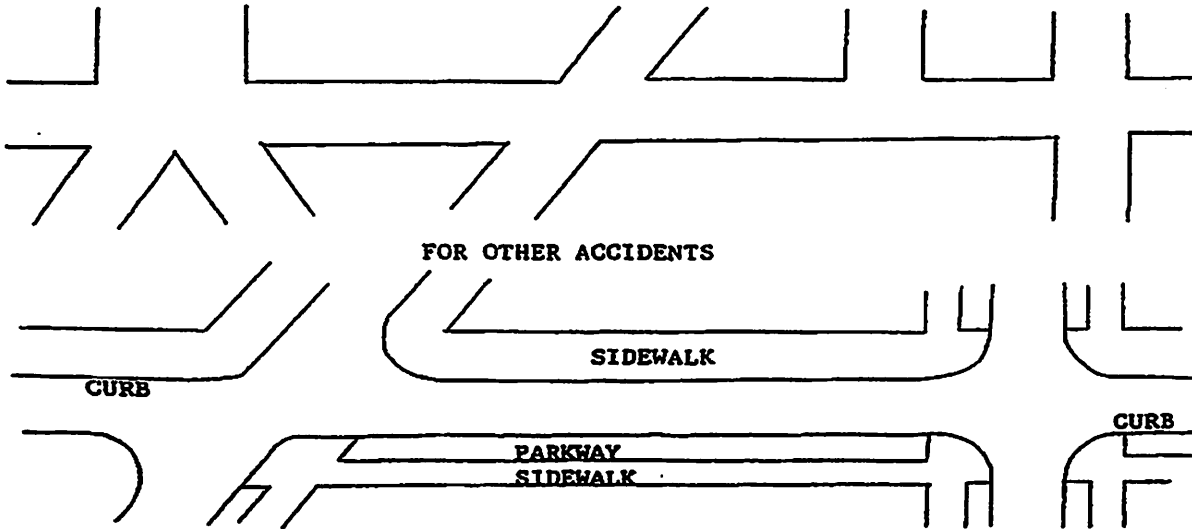
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT GB Robinson

DATE 9/01/2028

DATE RECEIVED _____

RECEIVED BY _____

Item 10.

CLAIM NO. _____

CLAIM

Claimant's Name: _____

Auto \$ _____

Claimant's Address: _____

Property \$ _____

Personal Injury \$ UNKNOWN

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ _____

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

**WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)**

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ _____.

SIGNED J R Rotun

DATE: 9/01/2023

ADDRESS: 418 Michigan Ave
Sheboygan WI 53081

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

DESCRIPTION OF ACCIDENT

At the north corner with a stop sign at Superior and Calumet (14th) on east side of street (gradual slope of sidewalk onto crosswalk) there is a 2" high gap between sidewalk and crosswalk. On Saturday, August 19, 2023 at around 12pm while crossing from sidewalk to crosswalk my toe caught on gap and I took a header onto the crosswalk. I skinned both knees; bruised forehead; bruised chin; twisted left & right shoulders; & sprained right wrist in attempting to mitigate fall.

A gentleman in small black convertible sports car saw the accident, stopped and asked if I was ok. As I was dazed and embarrassed, I responded that I was. He asked again and I told him to go on. After a minute of gathering myself, I proceeded to cross over to the south side of Superior and continued to walk home. I didn't go to the hospital or the doctor as I figured that I would heal within a couple of weeks. Although I am improving each day, my recovery hasn't been as speedy as I thought

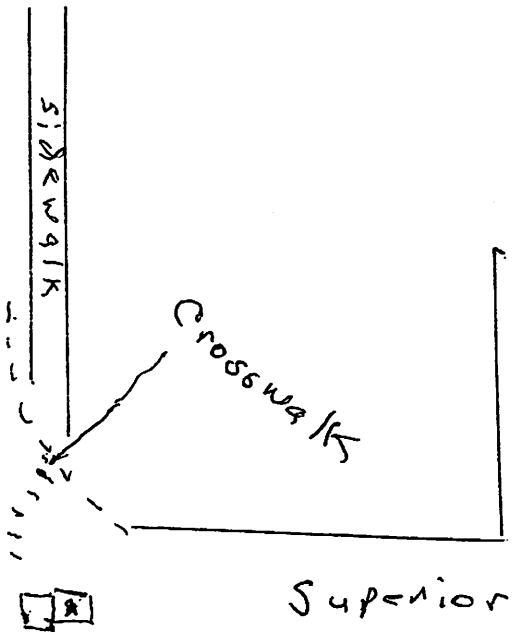
Respectfully submitted to the office of City Clerk, Sheboygan WI 53081



Gregory R Robinson
418 Michigan Ave
Sheboygan WI 53081
920 452 3466
Grrobinson41046@gmail.com



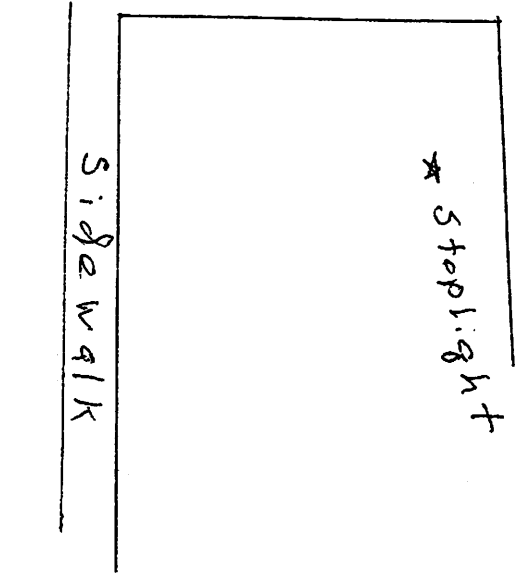
Calumet



Superior

13th

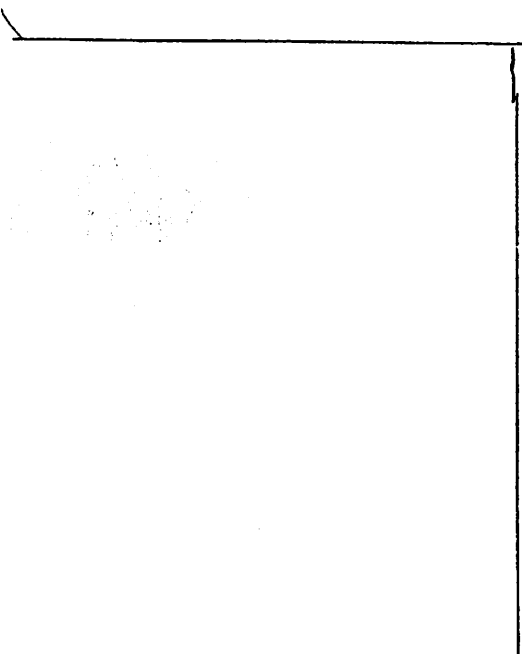
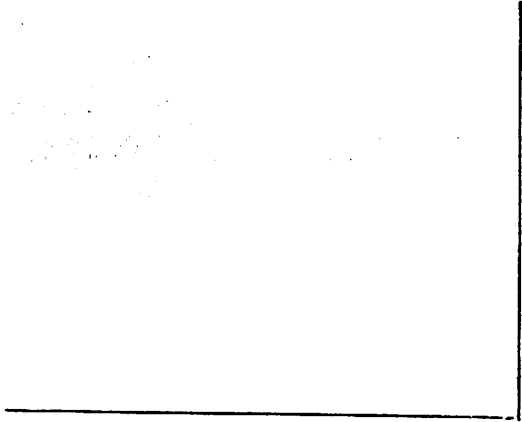
Calumet (14th)



* Stoplight

13th

Superior



J B Robinson

at the corner

VI

R. C. No. 207 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 267-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 92-21-22 by City Clerk submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FAP 23-24

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 267 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 92-21-22 by City Clerk submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

*F+P
2022-2023 Council*

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 92 - 21 - 22. By CITY CLERK. October 18, 2021.

Submitting a Notice of Circumstances and Notice of Claim from William T. Stuart, Attorney at Law, regarding Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC.

F4P

CITY CLERK

THE MILWAUKEE CENTER
111 EAST KILBOURN AVENUE, 19TH FLOOR
MILWAUKEE, WI 53202-6022

MTFN.COM
MAIN 414.273.1500
FAX 414.273.5540

WILLIAM T. STUART
ATTORNEY AT LAW
WTS@MTFN.COM

OCT 8 '21 AM
MEISSNER TIERNEY
FISHER & NICHOLS PC
Item 10.

16-21
MKC



October 7, 2021

Process/Server
Date: 10/8/21 Time: 10:25 am
 Personal Substitute
 Posted Corporate

VIA HAND DELIVERY

City of Sheboygan
c/o Meredith DeBruin, City of Sheboygan City Clerk
828 Center Avenue, Suite 103
Sheboygan, Wisconsin 53081

RE: Sheboygan Acquisitions LLC and Sheboygan Resort Operator LLC Notice of Claim Pursuant to Wis. Stat. § 893.80(1d)(a) and Wis. Stat. § 893.80(1d)(b)

Dear Ms. DeBruin:

Please be advised that our office represents Sheboygan Resort Operator LLC d/b/a Blue Harbor Resort ("SRO"), and Sheboygan Acquisitions LLC ("SA") in connection with all matters relating to the Blue Harbor Resort Condominium Association, Inc. ("Association").¹

This letter serves as SRO's and SA's Notice of Circumstances and Notice of Claim to the City of Sheboygan, a Wisconsin municipal corporation (the "City"), providing notice of both the circumstances of SRO's and SA's claim against the City pursuant to Wis. Stat. § 893.80(1d)(a) and notice of that claim, including SRO's and SA's respective addresses and an itemized statement of relief, pursuant to Wis. Stat. § 893.80(1d)(b). SA's address is 1111 Willis Avenue, Wheeling, Illinois 60090. SRO's address is 725 Blue Harbor Dr., Sheboygan, Wisconsin 53081.

A number of disputes regarding the Condominium have arisen between the Association on the one hand and SRO and SA as owners of one or more Units in the Condominium on the other hand. One of those disputes involves the Association's failure to enforce the requirement contained in documents affecting the Condominium which prohibit any person from occupying any Unit in the Condominium for a period exceeding twenty-nine (29) consecutive days (the "29-Day Restriction"). The resolution of that dispute may involve matters upon which the City is entitled to be heard. The City is therefore likely to be made a party to any lawsuit involving the interpretation and enforceability of the 29-Day Restriction.

At this time SRO and SA anticipate that the City will only be named as an interested party in any lawsuit it files against the Association related to the interpretation of the 29-Day Restriction. To the extent the naming of the City as an interested party in any such lawsuit involving the interpretation and enforceability of the 29-Day Restriction triggers the notice requirements of Wis. Stat. § 893.80, this letter serves as such notice. This letter also serves as such notice in the event the City becomes involved in such lawsuit in any other capacity other than an interested party.

¹The Association is the association for the Blue Harbor Resort Condominium (the "Condominium"). The Condominium was created by that certain Declaration of Blue Harbor Resort Condominium dated June 24, 2004, and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin (the "Register's Office") on June 29, 2004 as Document No. 1738057 as thereafter amended (the "Declaration"). Any capitalized term in this Notice that is not specifically defined in this Notice shall have the same meaning given to such term in the Declaration.

October 7, 2021

Page 2

I. NOTICE OF CIRCUMSTANCES OF CLAIM

The Declaration and other documents prohibit any individual from continuously occupying any Unit in the Condominium for a period of more than 29-day consecutive days. On June 21, 2021, Unit 847 was sold to a new Unit Owner. It is SRO's and SA's understanding that the new owner of Unit 847 is using this Unit as her permanent residence and is continually occupying the Unit. Accordingly, it is SRO's and SA's understanding that the owner of Unit 847 continuously occupied Unit 847 for more than twenty-nine consecutive days in violation of the 29-Day Restriction, has continued to do so since that time, and intends to do so on a going forward basis.

SRO and SA have brought these matters to the Association's attention. The Association has not taken any actions to enforce the 29-Day Restriction, and it is SRO's and SA's understanding that the Association is not going to take any actions to do so. Furthermore, other Unit Owners are listing their Units for sale as owner-occupied units, demonstrating that this issue will not be isolated if it is not addressed now.

The following will explain the circumstances surrounding SRO's and SA's claim in more detail.

1. The Documents Creating the 29-Day Restriction.

The Declaration states that no individual may continuously occupy a Unit for a period exceeding 29 days. Section 12.1 of the Declaration states as follows:

Use. Declarant, each Unit Owner, and their respective agents, representatives, guests, tenants and invitees shall be subject to the use restrictions set forth in this Declaration and the Condominium Documents including, but not limited to, the Rules and Regulations as amended from time to time, which such restrictions include, without limitation, (i) the restriction imposed by the City's building code in effect on the date of this Declaration that no individual may continuously occupy a Unit for a period exceeding 29 days, and (ii) the restriction that the Building and Units are intended for and restricted exclusively to residential uses; provided, however, that Declarant reserves the right to use each of the unsold Units as a sample, model or sales office or management office for the Condominium.

A separate restriction on the continuous occupancy of a Unit beyond a 29-day period is also found in the South Pier District Restrictive Covenants And Cross Easement Agreement dated July 30, 2003 and recorded with the Register's Office on August 12, 2003 as Document No. 1701704, as amended by the First Amendment to South Pier District Restrictive Covenants and Cross Easement Agreement dated June 25, 2004 and recorded with the Register's Office on July 7, 2004 as Document No. 1739007 (the "Restrictive Covenant"). Section 6(h) of the Restrictive Covenant states as follows:

The condominium units have been constructed to comply with the City of Sheboygan's building codes applicable to transient lodging. In order to comply with the City of Sheboygan's building codes, no individual may continuously occupy any particular condominium unit for a period exceeding 29 days. Any use of a condominium unit for any purpose other than as transient lodging will violate the City of Sheboygan's building codes and the City of Sheboygan shall have all rights and remedies available to it in connection with such violation, including without limitation, the right to require the owner of any such unit to bring his/her/its condominium unit into compliance with all applicable building codes. The issuance by the City of Sheboygan of an occupancy permit for any condominium

October 7, 2021

Page 3

unit shall not be deemed to limit or restrict the City of Sheboygan's right to enforce its building codes and ordinances or its right to require any condominium unit owner to comply with such building codes and ordinances.

The City is a party to the Restrictive Covenant.

Each Unit Owner in the Condominium is expressly bound to the terms of the Restrictive Covenant. Section 7.8 of the Declaration states: "By acceptance of a deed of conveyance, each Unit Owner agrees to abide by the terms, conditions, restrictions, covenants and easements set forth in the Restrictive Covenants and Cross Easement Agreement." Section 1.1(ii) of the Declaration defines the "Restrictive Covenants and Cross Easement Agreement" to mean the "South Pier District Restrictive Covenants and Cross Easement Agreement dated as of July 30, 2003, . . . as the same may be amended, modified or supplemented from time to time." Furthermore, Section 1.1(r) of the Declaration defines "Condominium Documents" to include both of the Declaration and the Restrictive Covenants and Cross Easement Agreement as defined above, and Section 19.1 of the Declaration provides that by accepting "a deed of conveyance, each Unit Owner agrees to abide by the terms, conditions, restrictions, agreements, obligations, covenants and easements set forth in the Condominium Documents." Thus, each Unit in the Condominium is subject to a restriction prohibiting an individual from continuously occupying such Unit for a period exceeding 29 days.

2. Documents in the City's File Applicable to the Condominium.

On August 25, 2021, our firm delivered a public records request to the City pursuant to Wis. Stat. § 19.35 asking for various documents relating to the development of the Condominium (the "Public Records Request"). The City responded to the Public Records Request (and our additional follow-up requests) on various dates between August 27, 2021 and September 14, 2021.

As part of the City's responses to the Public Records Request, it provided copies of the Building Permits issued by the City for the sixteen (16) buildings in the Condominium. In each of those Building Permits, the following language was contained within the "Description/Remark" portion of those documents:

STATE APPROVED PLAN—TRANSACTION ID 886098 &
SITE ID 656660—RESIDENTIAL TYPE VB COMBUSTIBLE
UNPROTECTED CLASS OF CONSTRUCTION; NEW PLAN 6,920
SQ. FT. OCCUPANCY: R-1 TRANSIENT RESIDENTIAL.
ONE OF 16 CONDO UNITS²

Thus, each of the Building Permits issued by the City state that the Condominium was to be constructed for an R-1 Transient Residential occupancy. Other documents in the City's responses to the Public Records Request support the conclusion that the Condominium was to be built for an "R-1 Transient Residential" occupancy. These documents include the following:

- a. Letter dated July 21, 2003 from the Division of Safety & Buildings for the Department of State of Wisconsin ("Department") to Architectural Design Consultants Inc. ("ADC") This letter relates to the approval of the Condominium by the State of Wisconsin. The letter describes the Condominium project as an "Occupancy: R-1 Transient Residential".

² In four of the Building Permits, the clause states as follows: "SQ. FT. OCCUPANCY: 4-1 Transient Residential." The "4" appears to be a typographical error.

October 7, 2021

Page 4

- b. Letter dated March 30, 2004 from the Department to ADC. Again, this letter relates to the approval of the Condominium by the State of Wisconsin and describes the Condominium project as an "Occupancy: R-1 Transient Residential".
- c. ADC Preliminary Plans dated February 16, 2003 states as follows: "The Blue Harbor Resort Condominiums development includes 16 buildings containing four rental units per building."

Three requests in the Public Records Request asked for copies of the City of Sheboygan's building code that was in effect on July 30, 2003, June 24, 2004 and June 25, 2004, including but not limited to any provisions in the City of Sheboygan's building code in effect on those dates that restricted individuals from continuously occupying any structures within the City of Sheboygan for a time period exceeding 29 days. In response to those three requests, the City made a binder available to us which contained the 2002 Wisconsin Enrolled Commercial Building Code (the "2002 Building Code"). Section 310.1 of the 2002 Building Code states in part as follows:

310.1 Residential Group R. Residential Group R occupancy includes, among others, the use of a building or structure, or a portion thereof, for sleeping accommodations when not classed as an Institutional Group I. Residential occupancies shall include the following:

- R-1 Residential occupancies where the occupants are primarily transient in nature (less than 30 days) including:
 - Boarding houses (transient)
 - Hotels (including motels)

.....

When read together, the documents set forth above make clear that (i) the Condominium was approved for an R-1 Transient Residential occupancy and (ii) according to Section 310.1 of the City of Sheboygan Building Code in effect on July 30, 2003, June 24, 2004, and June 25, 2004, as represented by the City, R-1 Residential occupancies were defined to be transient occupancies for less than 30 days. Thus, the 29-Day Restriction in the Declaration and the Restrictive Covenant operate to ensure the requirements of the R-1 definition in the 2002 Building Code were met (i.e., the occupancy of any Unit would be less than 30 days).

For purposes of Section 12.1 of the Declaration, there was clearly a restriction imposed by the City's building code in effect on June 24, 2004, and June 29, 2004 (the dates the Declaration was respectively signed and recorded) that no individual may continuously occupy a Unit for a period exceeding 29 days. These facts also provide further context for the provisions in Section 7 of the Restrictive Covenants.

3. Violation of the 29-Day Restriction.

As noted above, SRO and SA believe that at least one Unit Owner in the Condominium is currently occupying her Unit for non-transient purposes in continuous violation of the 29-Day Restriction. Moreover, SRO and SA understand that other Unit Owners are attempting to sell their Units and marketing the sale as being for non-transient purposes (i.e., for continuous owner-occupancy). The Association has not taken

October 7, 2021

Page 5

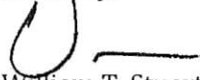
any actions to enforce the 29-Day Restriction and apparently has taken the position that the 29-Day Restriction does not apply to any Units in the Condominium. SRO and SA therefore contend that the Association is failing and refusing to enforce the 29-Day Restriction in the Declaration and Restrictive Covenant.

II. Legal Action and Notice of Claim.

SRO and SA intend to pursue a legal action against the Association seeking a declaration that the 29-Day Restriction is enforceable and prevents any Unit Owner in the Condominium, or any other individual, from continuously occupying a Condominium Unit for a period exceeding 29 days. SRO and SA may name the City as an interested party in that lawsuit on the basis that it is a party to the Restrictive Covenant and/or that it may otherwise be entitled to be heard on the issues in the case as they involve one of the City's ordinances. *See Wis. Stat. § 806.04(11)*. It will be the City's prerogative whether it chooses to be heard on any issues in that lawsuit. SRO and SA are not currently anticipating that either of them will seek any affirmative relief from the City. If, however, the 29-Day Restriction is deemed to be unenforceable as a result of any actions or omissions by the City, SRO and SA reserve the right to pursue the City for any such failures at a later time.

If you have any questions, please contact me.

Sincerely,



William T. Stuart
State Bar No. 1023839
111 E. Kilbourn Avenue, 19th Floor,
Milwaukee, Wisconsin 53202

Cc: Charles Adams, City Attorney

VI

R. C. No. 208 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 268-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FP 23-24

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 208 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 268-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FP 23-24

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 268 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

*F+P
2022-2023 Council*

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

12

Item 10.

R. O. No. 88 - 21 - 22. By CITY CLERK. October 4, 2021.

Submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured.

FP

CITY CLERK

#13-21

SEP 20 Item 10.

MCC

PROGRESSIVE

Payment Address	Document Address
24344 Network Place	P.O. Box 94639
Chicago, IL 60673-1243	Cleveland, Ohio 44101-9908
	Phone: (877)818-0139
	Fax: (888) 781-6947

9/16/2021 7:38:00 AM
Certified Mail Return Receipt Requested 9489 0090 0027 6372 9606 41

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

Your Client: MCCABE, DEKKER
Your Claim Number: NA
Our Insured: SMITH, MINDY
Our Claim Number: 21-4210327
Amount Subject to Reimbursement: 2,408.67 OPEN (PD: 1,726.01 MP: 682.66 OPEN)
Amount of Insured's Deductible: WAIVED

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 14TH ST IN SHEBOYGAN
Date and Time of Loss: 08-09-21 AT 3:36 PM

Description of Loss: OUR INSURED WAS TRAVELING ON CALUMET IN SHEBOYGAN WHEN A CITY VEHICLE WITH PLATE # E7300 OPERATED BY MCCABE, DEKKER STRUCK OUR INSURED S VEHICLE. WE ARE SEEKING REIMBURSEMNT FOR OUR INSURED S VEHICLE DAMAGES.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "SMITH, MINDY", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

Ashley Adamik 09/16/2021

Progressive Subrogation
Artisan and Truckers Casualty Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

Item 10.

Medical Payments Details

Named Insured: Mindy Smith
Injured Party: Mindy Smith
Claim Number: 21-4210327
Date Of Loss: 08-09-21
Total Billed: \$738.00
Total Paid: \$682.66

Provider	Exposure	Service Dates	Amount Billed	Amount To Be Paid	Service Type	Date Received	Lien	Invoice Number	Payment Status
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	\$175.00	\$161.88		08-25-21		87477928	09-09-21
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	\$563.00	\$520.78		08-25-21		87383796	09-07-21

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number: 782511268	Total Amount: \$105.50
EFT Trace Number: 714794252	Invoice Number: 87281770
Pay to the Order of: VHAG SHEBOYGAN 3 LLC	
Mailing Address: 3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA	
In Payment Of: Progressive Invoice Number: 87281770	

Reviewed Summary

Issuing Rep: JXB0358	Approved By:
Issue Date: 09-02-21	Review Date:
Last Updated Rep: JXB0358	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: 09-03-21
Stop Date:	

Exposure Detail: COLL

Party Name: SMITH, MINDY	Amount Paid: \$105.50
Property Description: 06 HUMMER H3	Deductible Taken: \$0.00
Payment Type: SUPPLEMENTAL PAYMENT	Property Damage: \$0.00
	Rental: \$0.00

Item 10.

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number: 782510195	Total Amount: \$1,120.51
EFT Trace Number: 714789208	Invoice Number: 87153078
Pay to the Order of: VHAG SHEBOYGAN 3 LLC	
Mailing Address: 3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA	
In Payment Of: Progressive Invoice Number: 87153078	

Reviewed Summary

Issuing Rep: A111378	Approved By:
Issue Date: 08-31-21	Review Date:
Last Updated Rep: A141463	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: 09-01-21
Stop Date:	

Exposure Detail: COLL

Party Name: SMITH, MINDY	Amount Paid: \$1,120.51
Property Description: 06 HUMMER H3	Deductible Taken: \$0.00
Payment Type: SUPPLEMENTAL PAYMENT	Property Damage: \$0.00
	Rental: \$0.00

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number: 782510221	Total Amount: \$500.00
EFT Trace Number: 714789208	Invoice Number: 87155627
Pay to the Order of: VHAG SHEBOYGAN 3 LLC	
Mailing Address: 3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA	
In Payment Of: Progressive Invoice Number: 87155627	

Reviewed Summary

Issuing Rep: A106724	Approved By:
Issue Date: 08-31-21	Review Date:
Last Updated Rep: A106724	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: 09-01-21
Stop Date:	

Exposure Detail: COLL

Party Name: SMITH, MINDY	Amount Paid: \$500.00
Property Description: 06 HUMMER H3	Deductible Taken: \$0.00
Payment Type: SUPPLEMENTAL PAYMENT	Property Damage: \$0.00
	Rental: \$0.00

Progressive

Estimate ID
21-4210327-01
S2
Quote ID
90943573
Claim Number
21-4210327-01

Owner
MINDY SMITH

Insured
MINDY SMITH

Appraiser
AIESHA JONES
(440) 566-5964 (Work)
a141463@progressive.com

Supplemented By
JARED BRILL
(608) 347-3860 (Work)
jbrill1@progressive.com

Artisan and Truckers Casualty Co

Claim Number 21-4210327-01	Adjuster Joshua Matthew LaFleur (920) 729-1563 (Fax) (920) 903-5052 (Work) jlafleu1@progressive.com	Deductible 500.00 - Not Waived	Reported Date 08/09/2021
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Loss Date
08/09/2021

2006 HUMMER H3 4 Door Utility 3.5L 5 Cyl Gas Injected 4WD

Exterior Color Black	License WI-369WXL	VIN 5GTDN136868157769	Drivable Yes
Odometer 151535	Mitchell Service Code 910512		

Primary Point of Impact
Rear (6)

Options

4 Wheel Drive	Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)
Automatic Headlights	CD Player	Cloth Seat	Cruise Control	Daytime Running Lights
Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Electric Defogger	First Row Bucket Seat	Fog Lights
Interior Automatic Day/Night Or Electrochromatic Mirror	Keyless Entry System	Passenger-Front Air Bag	Power Door Locks	Power Remote Mirror
Power Steering	Power Windows	Privacy Glass	Rear Gate Wiper	Skid Plate
Telematic Systems	Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic	

MINDY SMITH | 2006 HUMMER H3

Parts Profile
SHEB WI All Part Types

Parts Profile Version
3.0

Line #	Description	LABOR			PART					
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax	
Rear Suspension										
s1 1	001090 R Rear Susp Leaf Spring -M	Remove / Replace	Mechanical	1.2#	New	25965051	1	\$304.85	Yes	
s1 2	001094 R Rear Susp U-Bolt -M (2 @ \$6.03)	Remove / Replace	Mechanical	0.0	New	11610227	2	\$12.06	Yes	
Rear Bumper										
3	001446 Rear Bumper Assy	Remove / Install	Body	INC	Existing					
4	001182 Rear Bumper Face Bar	Remove / Replace	Body	1.2	Remanufactured	HU1102104R	1	\$585.00	Yes	
5	001186 R Rear Bumper Tow Hook Bracket	Remove / Install	Body	INC#	Existing					
6	001187 R Rear Bumper Tow Hook	Remove / Replace	Body	0.1	Qual Recycled Part	TWH1034APU	1	\$67.63	Yes	
s1 7	002169 Rear Bumper Step Pad	Remove / Replace	Body	INC#	New		1	\$368.85*	Yes	
Special / Manual Entry										
s1 8	900500 WASHER (4 @ \$1.73)	Remove / Replace	Body*	0.0*	New		4	\$6.92*	Yes	
s1 9	900500 NUT (4 @ \$1.68)	Remove / Replace	Body*	0.0*	New		4	\$6.72*	Yes	
s1 10	900500 SPRING BOLTS (2 @ \$5.00)	Remove / Replace	Body*	0.0*	New		2	\$10.00*	Yes	
s2 11	900500 TOWING	Repair	Body*	0.0*	Sublet	Sublet	1	\$100.00*		
* Judgment Item		C Included in Clear Coat Calculation								
T Included in Two Tone Calculation		A Included in Clear Coat and Two Tone Calculation								
# Labor Note Applies		r CEG R&R Time Used for this Labor Operation								
d Discontinued by Manufacturer										

Parts Vendors

KEYSTONE PP
4410 N. 132ND ST. #A
BUTLER WI 53007
(800) 924-8230 (Work)
(414) 463-1019 (Work)

Line	Part #	Total Price
4	HU1102104R	\$585.00

Disclaimer: This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

Recycled Part Vendors

Original One Parts

1431 Kingsland Ave
 St. Louis MO 63133
 (877) 441-0001 (Work)

Line	Part #	Total Price	Vehicle	Description	VIN
6	TWH1034APU	\$67.63		Tow Hook - Part Number: TWH1034 Quoteld: 33091737 Description: TOW HOOK Certified Original, Tested, Refinished, VIN mapped, LIFETIME WNTY Cond: A	

Supplier Notes: APU, Quote#: 121628401279733 Stock Number: TWH1034 / RECY

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler.

Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Mechanical Labor	1.2	\$80.00		\$96.00
Body Labor	1.3	\$60.00	\$100.00	\$178.00
Total Labor	2.5		\$100.00	\$274.00
			Taxable	\$274.00
			Tax 5.5000%	\$15.07
			Non-Taxable	\$0.00
			Labor Total	\$289.07
Parts	Amount			Totals
Taxable Parts	\$1,362.03			\$1,362.03
			Parts Adjustments	\$0.00
			Tax 5.5000%	\$74.91
			Non-Taxable	\$0.00
			Parts Total	\$1,436.94
Costs	Amount			Totals
Other Additional Costs	\$0.00			\$0.00
Paint Materials	\$0.00			\$0.00
			Taxable	\$0.00
			Tax 5.5000%	\$0.00
			Non-Taxable	\$0.00
			Costs Total	\$0.00
Gross Totals	Amount			Totals
Gross Total	\$1,726.01			\$1,726.01
			Taxable	\$1,636.03
			Tax	\$89.98
			Non-Taxable	\$0.00
			Gross Total	\$1,726.01
Adjustments	Amount			Totals
Deductible	-\$500.00			-\$500.00
Total Customer Responsibility				-\$500.00

Estimate Totals

Net Estimate Total	\$1,226.01
Less Original Net Total	\$940.81
Net Supplement Amount	\$285.20
S1: JARED BRILL	\$179.70
S2: JARED BRILL	\$105.50

This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the

replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OE Discount: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Progressive's Lifetime Guarantee does not cover repairs you request the shop to make that are not related to this accident, including but not exclusive to unrelated prior damage and pre-existing damage.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date: _____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Disclaimer: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Cycle Time Information

Due In 8/13/2021
Estimated Completion Date 8/30/2021
Arrived At Shop 8/20/2021
Ready for Delivery 8/27/2021
Delivered 8/30/2021

Estimate Event Log

Job Created 8/11/2021 05:51 AM
Supplement 2 Started 8/11/2021 11:12 AM
Supplement 2 Printed 9/2/2021 11:24 AM
Supplement 2 Committed 9/2/2021 11:24 AM
Estimate Version 3

Date: 9/2/2021 11:24:12 AM
 Estimate ID: 21-4210327-01
 Supplement: 2 - 9/02/2021 11:24:11 AM
 Profile ID: SHEBOYGAN WI All Part Types

Supplement Delta Report
Comparison of Estimate 21-4210327-01 Supplement 1 and Supplement 2

Damage Assessed By: AIESHA JONES
 Supplemented By: JARED BRILL

Insured: MINDY SMITH
 Owner: MINDY SMITH
 Vehicle: 2006 HUMMER H3
 Date of Loss: 08/09/2021

Line Item	Labor Type	Operation	Line Item Description	Part Type/Num	Dollar Amount	Labor Units	CEG Unit
Changed Entries							
S1 2	Mechanical	REMOVE/REPLACE	R Rear Susp U-Bolt -M 2 @ 6.03	New 11610227	12.06	0.0	0.0T
11<	Body<	REPAIR<	TOWING<	Sublet< Sublet	100.00* <	0.0*	0.0<
Added Entries							
2	Mechanical	REMOVE/REPLACE	R Rear Susp U-Bolt -M 2 @ 6.03	New 11610227	12.06	0.0	0.0T

Global Changes

No Deductible, Deductible Reduction Credit, Customer Responsibility, Labor Rate, or Part Adjustment changes were made.

	Amount
Original Estimate	940.81
Supplement 1	179.70
Supplement 2	105.50

Supp 1

Total Tax	84.48
Supp 2	
Total Tax	89.98
Net Supplement Amount	285.20

Net Total	1,226.01
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	Program Calc Version	Data Versions
Supp 1	9	AUG_21_V
Supp 2	9	AUG_21_V

Software Version: 21.2

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G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0GL84FC

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy SERGEANT A. KUNDINGER	
Crash Date 08/09/2021		Crash Time 03:36 PM		Date Arrived 08/09/2021		Time Arrived 03:47 PM	
Date Notified 08/09/2021		Time Notified 03:36 PM		Total Units 02		Total Injured 01	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold		
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash	

Description

Diagram		Reconstruction By	
		Photos By KUNDINGER	
		Additional Information PHOTOS	

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT # 2 WAS DRIVING SOUTH BOUND ON N 14TH ST APPROACHING NEW YORK AVE WHEN A VEHICLE IN FRONT OF UNIT #2 STOPPED ABRUPTLY. UNIT #2 WAS ABLE TO STOP BEFORE COLLIDING WITH THAT UNIT. UNIT # 1 WAS FOLLOWING UNIT #2. DRIVER STATED THAT HE SAW THE CARS STOPPING AND TRIED TO STOP BUT WAS UNABLE TO DO SO BEFORE STRIKING UNIT # 2. DRIVER STATED HE WAS NOT DISTRACTED AND SAW IT HAPPENING BUT JUST COULD NOT STOP IN TIME TO AVOID THE COLLISION. DRIVER OF UNIT #2 DID COMPLAIN OF NECK PAIN BUT REFUSED MEDICAL TREATMENT AT THE TIME OF THE ACCIDENT.

G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Location

ON N 14TH ST/ STH28 WB 11 FT S OF NEW YORK AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.751968239	Longitude -87.722945415
	X Coordinate 441797.5	Y Coordinate 4844579
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY	
Manner of Collision 03 - FRONT TO REAR	Light Condition DAYLIGHT	
Road Surface Condition(s) WET	Roadway Factor(s) NOT APPLICABLE	
Environment Factor(s) WEATHER CONDITIONS		
Weather Condition(s) CLOUDY, RAIN		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location INTERSECTION-RELATED	Intersection Type FOUR-WAY INTERSECTION

Unit Summary

UNIT	Unit Status IN TRANSIT	Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE		
	Vehicle Type (SPORT) UTILITY VEHICLE	Operating As Endorsements				
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 4	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function POLICE	Emergency Motor Vehicle Use NON-EMERGENCY, NON-TRANSPORT		
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL	Traffic Control Inoperative/Missing NO		
	Surface Type CONCRETE		Road Curvature STRAIGHT	Road Grade LEVEL		
	Truck Bus or HazMat NO					

UNIT	VEHICLE	Vehicle			
		License Plate Number E7300	Plate Type OFF - MUNICIPAL OFFICI	St WI	Country of Issuance UNITED STATES
		Vehicle Identification Number 1FM5K8AR6JGB00068	Make FORD	Year 2018	Model EXPLORER
		Color MAR - MAROON (BURGUNDY)	Body Style UT - SPORT UTILITY VEHICLE		Bus Use
		Initial Contact Point 11 - LEFT FRONT CORNER	Vehicle Damage 10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER, 12 - FRONT		
		Extent Of Damage FUNCTIONAL DAMAGE			



G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE	Towed Due To Damage TOWED BUT NOT DUE TO DISABLING DAMAG		Vehicle Removed By OWNER	
	What Driver Was Doing GOING STRAIGHT		Vehicle Factors	
	Driver Prior Action Other		NOT APPLICABLE	
	Driver Actions FOLLOWING TOO CLOSE			
01 01	Owner Name SHEBOYGAN CITY (920) 459-3333		Owner Address 1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , US	
	Sequence Of Events			
01 02 03 04	Event MOTOR VEH IN TRANSPORT			
	Event			
	Event			
	Event			
UNIT	Policy Holder			
	Insurance Company SELF-INSURED		Government SHEBOYGAN CITY	
UNIT INDIVIDUAL	Individual			
	Driver DEKKER JEFFREY JAMES MCCABE		Citations Issued 0	Sex MALE
			Date of Birth 10/09/1996	Race WHITE
	Address 533 MAPLE AVE OOSTBURG, WI 53070 , US		Driver License Number M2101709636902 STATE: WISCONSIN COUNTRY: UNITED STATES	
01 001	Safety Equipment		On Duty Crash POLICE	
			Safety Equipment SHOULDER & LAP BELT	
	Row 01 - FRONT ROW	Seat Position 07 - LEFT		
	Helmet Use		Helmet Compliance	
	Eye Protection		Tint Compliance	
	Injury		Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE		Trapped/Extricated NOT TRAPPED
	Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
	Hospital		Date of Death	Time of Death
	Distracted By		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)	
Distracted By Action NOT DISTRACTED				

G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE
CRASH REPORT

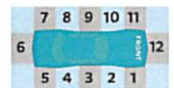
SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT INDIVIDUAL 01 001	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other			To/From School	
	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type	Alcohol Test Results	
	Drug Test Given TEST NOT GIVEN		Drug Test Type	Drug Test Results	
	Drug Type				
	Individual Condition APPEARED NORMAL				

Unit Summary

UNIT 02	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE	
	Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 4	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

UNIT VEHICLE 02 02	Vehicle					
	License Plate Number 369WXL		Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 5GTDN136868157769		Make HUMMER	Year 2006	Model H3 SUV	
	Color BLK - BLACK		Body Style LL - CARRYALL		Bus Use	
	Initial Contact Point 06 - REAR		Vehicle Damage			
	Extent Of Damage MINOR DAMAGE		06 - REAR			
	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR			



G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE	What Driver Was Doing STOP IN TRAFFIC	Vehicle Factors	
	Driver Prior Action Other	NOT APPLICABLE	
02 02	Driver Actions NO CONTRIBUTING ACTION		
	Owner Name MINDY MILLER SMITH (920) 889-1369	Owner Address 2611 LAKESHORE DR SHEBOYGAN, WI 53081 , US	
Sequence Of Events			
01 02 03 04	Event MOTOR VEH IN TRANSPORT		
	Event		
	Event		
	Event		
Policy Holder			
UNIT	Insurance Company PROGRESSIVE-CASUALTY-INS-CO		Individual MINDY SMITH
	Individual		
UNIT INDIVIDUAL	Driver MINDY MILLER SMITH (920) 889-1369		Citations Issued 0
	Date of Birth 09/30/1977		Sex FEMALE
	Address 2611 LAKESHORE DR SHEBOYGAN, WI 53081 , US		Driver License Number S5305537785002 STATE: WISCONSIN COUNTRY: UNITED STATES
02 002	Safety Equipment		On Duty Crash
	Safety Equipment SHOULDER & LAP BELT		
	Row 01 - FRONT ROW	Seat Position 07 - LEFT	
	Helmet Use		Helmet Compliance
	Eye Protection		Tint Compliance
	Injury		Airbag
	POSSIBLE INJURY		NON DEPLOYED
Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED
Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
Hospital		Date of Death	Time of Death
Distracted By		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)	
Distracted By Action NOT DISTRACTED			
Non Motorist		Striking Unit #	Location

G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT	INDIVIDUAL		
	Prior Action		
	Action		
	Action Other		To/From School
	Drug & Alcohol		
	Suspected Alcohol Use NO		Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results
	Drug Type		
	Individual Condition APPEARED NORMAL		

Item 10.



MAR 21 2022

Payment Address	Document Address
24344 Network Place	P.O. Box 94639
Chicago, IL 60673-1243	Cleveland, Ohio 44101-9908
	Phone: (877)818-0139
	Fax: (888) 781-6947

3/14/2022 4:34 PM
 Certified Mail 9489 0090 0027 6274 0749 96 Return Receipt Requested

CITY OF SHEBOYGAN
 CITY CLERK
 828 CENTER AVENUE, SUITE 103
 SHEBOYGAN, WI 53081

Your Client: MCCABE, DEKKER
 Your Claim Number: NA
 Our Insured: SMITH, MINDY
 Our Claim Number: 21-4210327
 Amount Subject to Reimbursement: \$2,556.67 (PD: \$1,726.01 MP: \$830.66)
 Amount of Insured's Deductible: WAIVED

THIS IS A SUPPLEMENT TO A DEMAND THAT WAS PREVIOUSLY MAILED TO YOUR ADDRESS ON 3/1/22

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 14TH ST IN SHEBOYGAN
 Date and Time of Loss: 08-09-21 AT 3:36 PM

Description of Loss: OUR INSURED WAS TRAVELING ON CALUMET IN SHEBOYGAN WHEN A CITY VEHICLE WITH PLATE # E7300 OPERATED BY MCCABE, DEKKER STRUCK OUR INSURED'S VEHICLE. WE ARE SEEKING REIMBURSEMENT FOR OUR INSURED'S VEHICLE DAMAGES.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "SMITH, MINDY", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

Christine Jones
 Progressive Subrogation
 Artisan and Truckers Casualty Company
 Tel. 877-818-0139
 Fax. 888-781-6947
 GovernmentStatus@email.progressive.com

Item 10.

Medical Payments Details

Named Insured: Mindy Smith
Injured Party: Mindy Smith
Claim Number: 21-4210327
Date Of Loss: 08-09-21
Total Billed: \$818.00
Total Paid: \$830.66

Provider	Exposure	Service Dates	Amount Billed	Amount To Be Paid	Service Type	Date Received	Lien	Invoice Number	Payment Status
WI RADIOLOGY SPECIALIYSTS									
	MEDPAY	08-18-21 / 08-18-21	\$80.00	\$68.00		02-24-22		94440276	03-10-22
INSURED REIMBURSEMENT									
	MEDPAY	08-18-21 / 08-18-21	\$0.00	\$80.00		02-23-22		93915661	02-24-22
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	\$175.00	\$161.88		08-25-21		87477928	09-09-21
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	\$563.00	\$520.78		08-25-21		87383796	09-07-21

VI

R. C. No. 268 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 88-21-22 by City Clerk submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

*F+P
2022-2023 Council*

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

12

Item 10.

R. O. No. 88 - 21 - 22. By CITY CLERK. October 4, 2021.

Submitting a claim from Progressive Subrogation for alleged damages and injuries that occurred when a City of Sheboygan police vehicle hit their insured.

FP

CITY CLERK

#13-21

SEP 20 Item 10.

MCC

PROGRESSIVE

Payment Address	Document Address
24344 Network Place	P.O. Box 94639
Chicago, IL 60673-1243	Cleveland, Ohio 44101-9908
	Phone: (877)818-0139
	Fax: (888) 781-6947

9/16/2021 7:38:00 AM

Certified Mail Return Receipt Requested 9489 0090 0027 6372 9606 41

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

Your Client: MCCABE, DEKKER
Your Claim Number: NA
Our Insured: SMITH, MINDY
Our Claim Number: 21-4210327
Amount Subject to Reimbursement: 2,408.67 OPEN (PD: 1,726.01 MP: 682.66 OPEN)
Amount of Insured's Deductible: WAIVED

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 14TH ST IN SHEBOYGAN
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Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "SMITH, MINDY", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

Ashley Adamik 09/16/2021

Progressive Subrogation
Artisan and Truckers Casualty Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

Item 10.

Medical Payments Details

Named Insured: Mindy Smith
Injured Party: Mindy Smith
Claim Number: 21-4210327
Date Of Loss: 08-09-21
Total Billed: \$738.00
Total Paid: \$682.66

Provider	Exposure	Service Dates	Amount Billed	Amount To Be Paid	Service Type	Date Received	Lien	Invoice Number	Payment Status
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	\$175.00	\$161.88		08-25-21		87477928	09-09-21
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	\$563.00	\$520.78		08-25-21		87383796	09-07-21

Item 10.

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number: 782511268	Total Amount: \$105.50
EFT Trace Number: 714794252	Invoice Number: 87281770
Pay to the Order of: VHAG SHEBOYGAN 3 LLC	
Mailing Address: 3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA	
In Payment Of: Progressive Invoice Number: 87281770	

Reviewed Summary

Issuing Rep: JXB0358	Approved By:
Issue Date: 09-02-21	Review Date:
Last Updated Rep: JXB0358	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: 09-03-21
Stop Date:	

Exposure Detail: COLL

Party Name: SMITH, MINDY	Amount Paid: \$105.50
Property Description: 06 HUMMER H3	Deductible Taken: \$0.00
Payment Type: SUPPLEMENTAL PAYMENT	Property Damage: \$0.00
	Rental: \$0.00

Item 10.

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number: 782510195	Total Amount: \$1,120.51
EFT Trace Number: 714789208	Invoice Number: 87153078
Pay to the Order of: VHAG SHEBOYGAN 3 LLC	
Mailing Address: 3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA	
In Payment Of: Progressive Invoice Number: 87153078	

Reviewed Summary

Issuing Rep: A111378	Approved By:
Issue Date: 08-31-21	Review Date:
Last Updated Rep: A141463	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: 09-01-21
Stop Date:	

Exposure Detail: COLL

Party Name: SMITH, MINDY	Amount Paid: \$1,120.51
Property Description: 06 HUMMER H3	Deductible Taken: \$0.00
Payment Type: SUPPLEMENTAL PAYMENT	Property Damage: \$0.00
	Rental: \$0.00

Claim Payment Detail (21-4210327)

Payment Information

Disbursement Number: 782510221	Total Amount: \$500.00
EFT Trace Number: 714789208	Invoice Number: 87155627
Pay to the Order of: VHAG SHEBOYGAN 3 LLC	
Mailing Address: 3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA	
In Payment Of: Progressive Invoice Number: 87155627	

Reviewed Summary

Issuing Rep: A106724	Approved By:
Issue Date: 08-31-21	Review Date:
Last Updated Rep: A106724	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: 09-01-21
Stop Date:	

Exposure Detail: COLL

Party Name: SMITH, MINDY	Amount Paid: \$500.00
Property Description: 06 HUMMER H3	Deductible Taken: \$0.00
Payment Type: SUPPLEMENTAL PAYMENT	Property Damage: \$0.00
	Rental: \$0.00

Progressive

Estimate ID
21-4210327-01
S2

Quote ID
90943573
Claim Number
21-4210327-01

Owner
MINDY SMITH

Insured
MINDY SMITH

Appraiser
AIESHA JONES
(440) 566-5964 (Work)
a141463@progressive.com

Supplemented By
JARED BRILL
(608) 347-3860 (Work)
jbrill1@progressive.com

Artisan and Truckers Casualty Co

Claim Number 21-4210327-01	Adjuster Joshua Matthew LaFleur (920) 729-1563 (Fax) (920) 903-5052 (Work) jlafleu1@progressive.com	Deductible 500.00 - Not Waived	Reported Date 08/09/2021
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Loss Date
08/09/2021

2006 HUMMER H3 4 Door Utility 3.5L 5 Cyl Gas Injected 4WD

Exterior Color Black	License WI-369WXL	VIN 5GTDN136868157769	Drivable Yes
Odometer 151535	Mitchell Service Code 910512		

Primary Point of Impact
Rear (6)

Options

4 Wheel Drive	Air Conditioning	Alum/Alloy Wheels	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)
Automatic Headlights	CD Player	Cloth Seat	Cruise Control	Daytime Running Lights
Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Electric Defogger	First Row Bucket Seat	Fog Lights
Interior Automatic Day/Night Or Electrochromatic Mirror	Keyless Entry System	Passenger-Front Air Bag	Power Door Locks	Power Remote Mirror
Power Steering	Power Windows	Privacy Glass	Rear Gate Wiper	Skid Plate
Telematic Systems	Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic	

MINDY SMITH | 2006 HUMMER H3

Parts Profile
SHEB WI All Part Types

Parts Profile Version
3.0

Line #	Description	LABOR			PART					
		Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax	
Rear Suspension										
s1 1	001090 R Rear Susp Leaf Spring -M	Remove / Replace	Mechanical	1.2#	New	25965051	1	\$304.85	Yes	
s1 2	001094 R Rear Susp U-Bolt -M (2 @ \$6.03)	Remove / Replace	Mechanical	0.0	New	11610227	2	\$12.06	Yes	
Rear Bumper										
3	001446 Rear Bumper Assy	Remove / Install	Body	INC	Existing					
4	001182 Rear Bumper Face Bar	Remove / Replace	Body	1.2	Remanufactured	HU1102104R	1	\$585.00	Yes	
5	001186 R Rear Bumper Tow Hook Bracket	Remove / Install	Body	INC#	Existing					
6	001187 R Rear Bumper Tow Hook	Remove / Replace	Body	0.1	Qual Recycled Part	TWH1034APU	1	\$67.63	Yes	
s1 7	002169 Rear Bumper Step Pad	Remove / Replace	Body	INC#	New		1	\$368.85*	Yes	
Special / Manual Entry										
s1 8	900500 WASHER (4 @ \$1.73)	Remove / Replace	Body*	0.0*	New		4	\$6.92*	Yes	
s1 9	900500 NUT (4 @ \$1.68)	Remove / Replace	Body*	0.0*	New		4	\$6.72*	Yes	
s1 10	900500 SPRING BOLTS (2 @ \$5.00)	Remove / Replace	Body*	0.0*	New		2	\$10.00*	Yes	
s2 11	900500 TOWING	Repair	Body*	0.0*	Sublet	Sublet	1	\$100.00*		
* Judgment Item		C Included in Clear Coat Calculation								
T Included in Two Tone Calculation		A Included in Clear Coat and Two Tone Calculation								
# Labor Note Applies		r CEG R&R Time Used for this Labor Operation								
d Discontinued by Manufacturer										

Parts Vendors

KEYSTONE PP
4410 N. 132ND ST. #A
BUTLER WI 53007
(800) 924-8230 (Work)
(414) 463-1019 (Work)

Line	Part #	Total Price
4	HU1102104R	\$585.00

Disclaimer: This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

Recycled Part Vendors

Original One Parts

1431 Kingsland Ave
 St. Louis MO 63133
 (877) 441-0001 (Work)

Line	Part #	Total Price	Vehicle	Description	VIN
6	TWH1034APU	\$67.63		Tow Hook - Part Number: TWH1034 Quoteld: 33091737 Description: TOW HOOK Certified Original, Tested, Refinished, VIN mapped, LIFETIME WNTY Cond: A	

Supplier Notes: APU, Quote#: 121628401279733 Stock Number: TWH1034 / RECY

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition). If you are unsure, please contact the automotive recycler.

Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Mechanical Labor	1.2	\$80.00		\$96.00
Body Labor	1.3	\$60.00	\$100.00	\$178.00
Total Labor	2.5		\$100.00	\$274.00
			Taxable	\$274.00
			Tax 5.5000%	\$15.07
			Non-Taxable	\$0.00
			Labor Total	\$289.07
Parts	Amount			Totals
Taxable Parts		\$1,362.03		\$1,362.03
			Parts Adjustments	\$0.00
			Tax 5.5000%	\$74.91
			Non-Taxable	\$0.00
			Parts Total	\$1,436.94
Costs	Amount			Totals
Other Additional Costs		\$0.00		\$0.00
Paint Materials		\$0.00		\$0.00
			Taxable	\$0.00
			Tax 5.5000%	\$0.00
			Non-Taxable	\$0.00
			Costs Total	\$0.00
Gross Totals	Amount			Totals
Gross Total		\$1,726.01		\$1,726.01
			Taxable	\$1,636.03
			Tax	\$89.98
			Non-Taxable	\$0.00
			Gross Total	\$1,726.01
Adjustments	Amount			Totals
Deductible		-\$500.00		-\$500.00
Total Customer Responsibility				-\$500.00

Estimate Totals

Net Estimate Total	\$1,226.01
Less Original Net Total	\$940.81
Net Supplement Amount	\$285.20
S1: JARED BRILL	\$179.70
S2: JARED BRILL	\$105.50

This estimate has been prepared based on the use of one or more replacement parts supplied by a source other than the manufacturer of your motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of the replacement parts rather than by the manufacturer of your motor vehicle.

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the

replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OE Discount: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Progressive's Lifetime Guarantee does not cover repairs you request the shop to make that are not related to this accident, including but not exclusive to unrelated prior damage and pre-existing damage.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date: _____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Disclaimer: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Cycle Time Information

Due In 8/13/2021
Estimated Completion Date 8/30/2021
Arrived At Shop 8/20/2021
Ready for Delivery 8/27/2021
Delivered 8/30/2021

Estimate Event Log

Job Created 8/11/2021 05:51 AM
Supplement 2 Started 8/11/2021 11:12 AM
Supplement 2 Printed 9/2/2021 11:24 AM
Supplement 2 Committed 9/2/2021 11:24 AM
Estimate Version 3

Date: 9/2/2021 11:24:12 AM
 Estimate ID: 21-4210327-01
 Supplement: 2 - 9/02/2021 11:24:11 AM
 Profile ID: SHEBOYGAN WI All Part Types

Supplement Delta Report
 Comparison of Estimate 21-4210327-01 Supplement 1 and Supplement 2

Damage Assessed By: AIESHA JONES
 Supplemented By: JARED BRILL

Insured: MINDY SMITH
 Owner: MINDY SMITH
 Vehicle: 2006 HUMMER H3
 Date of Loss: 08/09/2021

Line Item	Labor Type	Operation	Line Item Description	Part Type/Num	Dollar Amount	Labor Units	CEG Unit
Changed Entries							
S1 2	Mechanical	REMOVE/REPLACE	R Rear Susp U-Bolt -M 2 @ 6.03	New 11610227	12.06	0.0	0.0T
11<	Body<	REPAIR<	TOWING<	Sublet< Sublet	100.00* <	0.0*	0.0<
Added Entries							
2	Mechanical	REMOVE/REPLACE	R Rear Susp U-Bolt -M 2 @ 6.03	New 11610227	12.06	0.0	0.0T

Global Changes

No Deductible, Deductible Reduction Credit, Customer Responsibility, Labor Rate, or Part Adjustment changes were made.

	Amount
Original Estimate	940.81
Supplement 1	179.70
Supplement 2	105.50

Supp 1

Total Tax	84.48
Supp 2 Total Tax	89.98
Net Supplement Amount	285.20

Net Total	1,226.01
-----------	----------

	Program Calc Version	Data Versions
Supp 1	9	AUG_21_V
Supp 2	9	AUG_21_V

Software Version: 21.2

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G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0GL84FC

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy SERGEANT A. KUNDINGER	
Crash Date 08/09/2021		Crash Time 03:36 PM		Date Arrived 08/09/2021		Time Arrived 03:47 PM	
Date Notified 08/09/2021		Time Notified 03:36 PM		Total Units 02		Total Injured 01	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold		
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)			<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash	

Description

Diagram		Reconstruction By	
		Photos By KUNDINGER	
		Additional Information PHOTOS	

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT # 2 WAS DRIVING SOUTH BOUND ON N 14TH ST APPROACHING NEW YORK AVE WHEN A VEHICLE IN FRONT OF UNIT #2 STOPPED ABRUPTLY. UNIT #2 WAS ABLE TO STOP BEFORE COLLIDING WITH THAT UNIT. UNIT # 1 WAS FOLLOWING UNIT #2. DRIVER STATED THAT HE SAW THE CARS STOPPING AND TRIED TO STOP BUT WAS UNABLE TO DO SO BEFORE STRIKING UNIT # 2. DRIVER STATED HE WAS NOT DISTRACTED AND SAW IT HAPPENING BUT JUST COULD NOT STOP IN TIME TO AVOID THE COLLISION. DRIVER OF UNIT #2 DID COMPLAIN OF NECK PAIN BUT REFUSED MEDICAL TREATMENT AT THE TIME OF THE ACCIDENT.

G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Location

ON N 14TH ST/ STH28 WB 11 FT S OF NEW YORK AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.751968239	Longitude -87.722945415
	X Coordinate 441797.5	Y Coordinate 4844579
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY	
Manner of Collision 03 - FRONT TO REAR	Light Condition DAYLIGHT	
Road Surface Condition(s) WET	Roadway Factor(s) NOT APPLICABLE	
Environment Factor(s) WEATHER CONDITIONS		
Weather Condition(s) CLOUDY, RAIN		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location INTERSECTION-RELATED	Intersection Type FOUR-WAY INTERSECTION

Unit Summary

UNIT	Unit Status IN TRANSIT	Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE		
	Vehicle Type (SPORT) UTILITY VEHICLE	Operating As Endorsements				
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 4	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function POLICE	Emergency Motor Vehicle Use NON-EMERGENCY, NON-TRANSPORT		
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL	Traffic Control Inoperative/Missing NO		
	Surface Type CONCRETE		Road Curvature STRAIGHT	Road Grade LEVEL		
	Truck Bus or HazMat NO					

UNIT	VEHICLE	Vehicle			
		License Plate Number E7300	Plate Type OFF - MUNICIPAL OFFICI	St WI	Country of Issuance UNITED STATES
		Vehicle Identification Number 1FM5K8AR6JGB00068	Make FORD	Year 2018	Model EXPLORER
		Color MAR - MAROON (BURGUNDY)	Body Style UT - SPORT UTILITY VEHICLE		Bus Use
		Initial Contact Point 11 - LEFT FRONT CORNER	Vehicle Damage 10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER, 12 - FRONT		



G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE	Towed Due To Damage TOWED BUT NOT DUE TO DISABLING DAMAG		Vehicle Removed By OWNER	
	What Driver Was Doing GOING STRAIGHT		Vehicle Factors	
	Driver Prior Action Other		NOT APPLICABLE	
	Driver Actions FOLLOWING TOO CLOSE			
01 01	Owner Name SHEBOYGAN CITY (920) 459-3333		Owner Address 1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , US	
	Sequence Of Events			
01 02 03 04	Event MOTOR VEH IN TRANSPORT			
	Event			
	Event			
	Event			
UNIT	Policy Holder			
	Insurance Company SELF-INSURED		Government SHEBOYGAN CITY	
UNIT INDIVIDUAL	Individual			
	Driver DEKKER JEFFREY JAMES MCCABE		Citations Issued 0	Sex MALE
			Date of Birth 10/09/1996	Race WHITE
	Address 533 MAPLE AVE OOSTBURG, WI 53070 , US		Driver License Number M2101709636902 STATE: WISCONSIN COUNTRY: UNITED STATES	
01 001	Safety Equipment		On Duty Crash POLICE	
			Safety Equipment SHOULDER & LAP BELT	
	Row 01 - FRONT ROW	Seat Position 07 - LEFT		
	Helmet Use		Helmet Compliance	
	Eye Protection		Tint Compliance	
	Injury		Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE		Trapped/Extricated NOT TRAPPED
	Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
	Hospital		Date of Death	Time of Death
	Distracted By		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)	
Distracted By Action NOT DISTRACTED				

G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT INDIVIDUAL 01 001	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other			To/From School	
	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type	Alcohol Test Results	
	Drug Test Given TEST NOT GIVEN		Drug Test Type	Drug Test Results	
	Drug Type				
	Individual Condition APPEARED NORMAL				

Unit Summary

UNIT 02	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE	
	Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 4	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

UNIT VEHICLE 02 02	Vehicle					
	License Plate Number 369WXL		Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 5GTDN136868157769		Make HUMMER	Year 2006	Model H3 SUV	
	Color BLK - BLACK		Body Style LL - CARRYALL		Bus Use	
	Initial Contact Point 06 - REAR		Vehicle Damage			
	Extent Of Damage MINOR DAMAGE		06 - REAR			
	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR			



G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE	What Driver Was Doing STOP IN TRAFFIC	Vehicle Factors	
	Driver Prior Action Other	NOT APPLICABLE	
	Driver Actions NO CONTRIBUTING ACTION		
02 02	Owner Name MINDY MILLER SMITH (920) 889-1369	Owner Address 2611 LAKESHORE DR SHEBOYGAN, WI 53081 , US	
	Sequence Of Events		
01 02 03 04	Event MOTOR VEH IN TRANSPORT		
	Event		
	Event		
	Event		
UNIT	Policy Holder		
	Insurance Company PROGRESSIVE-CASUALTY-INS-CO	Individual MINDY SMITH	
UNIT INDIVIDUAL	Individual		
	Driver MINDY MILLER SMITH (920) 889-1369	Citations Issued 0	Sex FEMALE
		Date of Birth 09/30/1977	Race WHITE
	Address 2611 LAKESHORE DR SHEBOYGAN, WI 53081 , US	Driver License Number S5305537785002 STATE: WISCONSIN COUNTRY: UNITED STATES	
02 002	Safety Equipment		On Duty Crash
			Safety Equipment SHOULDER & LAP BELT
	Row 01 - FRONT ROW	Seat Position 07 - LEFT	
	Helmet Use		Helmet Compliance
	Eye Protection		Tint Compliance
	Injury	Injury Severity POSSIBLE INJURY	Airbag NON DEPLOYED
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED
Medical Transport NOT TRANSPORTED		EMS Agency Identifier	
Hospital		Date of Death	
Time of Death			
Distracted By			Distracted By Source NOT APPLICABLE (NOT DISTRACTED)
Distracted By Action NOT DISTRACTED			
Non Motorist			Striking Unit #
			Location

G7L0GL84FC
C21-13561

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT	INDIVIDUAL		
	Prior Action		
	Action		
	Action Other		To/From School
	Drug & Alcohol	Suspected Alcohol Use NO	Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results
	Drug Type		
	Individual Condition APPEARED NORMAL		
	02	002	



MAR 21 2022

Payment Address	Document Address
24344 Network Place	P.O. Box 94639
Chicago, IL 60673-1243	Cleveland, Ohio 44101-9908
	Phone: (877)818-0139
	Fax: (888) 781-6947

3/14/2022 4:34 PM
 Certified Mail 9489 0090 0027 6274 0749 96 Return Receipt Requested

CITY OF SHEBOYGAN
 CITY CLERK
 828 CENTER AVENUE, SUITE 103
 SHEBOYGAN, WI 53081

Your Client: MCCABE, DEKKER
 Your Claim Number: NA
 Our Insured: SMITH, MINDY
 Our Claim Number: 21-4210327
 Amount Subject to Reimbursement: \$2,556.67 (PD: \$1,726.01 MP: \$830.66)
 Amount of Insured's Deductible: WAIVED

THIS IS A SUPPLEMENT TO A DEMAND THAT WAS PREVIOUSLY MAILED TO YOUR ADDRESS ON 3/1/22

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 14TH ST IN SHEBOYGAN
 Date and Time of Loss: 08-09-21 AT 3:36 PM

Description of Loss: OUR INSURED WAS TRAVELING ON CALUMET IN SHEBOYGAN WHEN A CITY VEHICLE WITH PLATE # E7300 OPERATED BY MCCABE, DEKKER STRUCK OUR INSURED'S VEHICLE. WE ARE SEEKING REIMBURSEMENT FOR OUR INSURED'S VEHICLE DAMAGES.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "SMITH, MINDY", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

Christine Jones
 Progressive Subrogation
 Artisan and Truckers Casualty Company
 Tel. 877-818-0139
 Fax. 888-781-6947
 GovernmentStatus@email.progressive.com



P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (888)-489-4214
Fax: (888) 781-6947

3/1/2022 7:54:00 AM

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI 53081

RE: **Date of Loss:** 08-09-21
 Our Insured: SMITH, MINDY
 Our Claim No.: 21-4210327
 Your Insured: MCCABE, DEKKER
 Your Claim/Policy No.: 13-21

Please take this letter as formal notice of our subrogation rights with regards to the above-captioned claim. Artisan and Truckers Casualty Company paid \$830.66 on behalf of our insured's medical bills incurred as a result of the above accident. These medical payments are reimbursable under the provisions of our insured's policy of insurance.

For your reference, the medical payments already paid include:

<u>Injured Party/Client:</u>	<u>Total:</u>
SMITH, MINDY	\$830.66

Also be advised this claim has been referred to the InsMed Team for further handling. We ask at the time of settlement that a separate check be issued to us directly and include Artisan and Truckers Casualty Company as a payee in order to expedite the settlement. Payment should be sent to Subrogation Payment Processing Center 24344 Network Place Chicago, IL 60673-1243.

We ask that you sign and return a copy of this letter to us as acknowledgment of our lien. Thank you in advance for your anticipated cooperation.

InsMed Team
Subrogation Department
(888) 489-4214
Artisan and Truckers Casualty Company

Enclosures

cc. - /

=====

TO: Artisan and Truckers Casualty Company - 21-4210327

I am in receipt of your notice of lien, and by signing below I do agree to protect said lien at time of settlement.

(Insurance Company Rep. Signature)

(Date)

Item 10.

Medical Payments Details

Named Insured: Mindy Smith
Injured Party: Mindy Smith
Claim Number: 21-4210327
Date Of Loss: 08-09-21
Total Billed: \$818.00
Total Paid: \$830.66

Provider	Exposure	Service Dates	Amount Billed	Amount To Be Paid	Service Type	Date Received	Lien	Invoice Number	Payment Status
WI RADIOLOGY SPECIALIYSTS									
	MEDPAY	08-18-21 / 08-18-21	\$80.00	\$68.00		02-24-22		94440276	03-10-22
INSURED REIMBURSEMENT									
	MEDPAY	08-18-21 / 08-18-21	\$0.00	\$80.00		02-23-22		93915661	02-24-22
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	\$175.00	\$161.88		08-25-21		87477928	09-09-21
COLUMBIA ST MARYS HOSPITAL OZAUKEE INC									
	MEDPAY	08-18-21 / 08-18-21	\$563.00	\$520.78		08-25-21		87383796	09-07-21

IV

R. C. No. 210 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 270-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 326-20-21 by Finance and Personnel Committee and R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S. C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FAP 23-24

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 270 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. C. No. 326-20-21 by Finance and Personnel Committee and R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S. C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

*F+P
2022-2023 Council*

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 326 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 123-20-21 by City Clerk submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S.C. for alleged injuries that Austin Stiebs sustained on December 18, 2020; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FAP
21-22

Mylynne Rowland

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3. Item 10.

R. O. No. 123 - 20 - 21. By CITY CLERK. January 18, 2021.

Submitting an amended Notice of Circumstances of Claim from Habush Habush & Rottier S.C. for alleged injuries that Austin Stiebs sustained on December 18, 2020.

CITY CLERK

F+P

JAN 12 '21 PM 2:08

AMENDED NOTICE OF CIRCUMSTANCES OF CLAIM

TO: SHEBOYGAN COUNTY
c/o Jon Dolson, County Clerk
508 New York Avenue
Sheboygan, WI 53081

AGING AND DISABILITY RESOURCE CENTER OF SHEBOYGAN COUNTY
c/o Michelle Acevedo, ADRC Manager
650 Forest Avenue
Sheboygan Falls, WI 53085

CITY OF SHEBOYGAN
c/o Meredith DeBruin, City Clerk
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Process Server
Date: 1/12/21 Time: 2:00 am
 Personal Substitute
 Posted Corporate

MARK A. FEUSTEL
1416 Illinois Avenue, Apt. A
Sheboygan, WI 53085

PLEASE TAKE NOTICE that Austin Stiebs who resides at 2245 N. 29th Street, Sheboygan, Wisconsin 53081, by his attorneys, HABUSH HABUSH & ROTTIER S.C.[®], pursuant to Wis. Stat. § 893.80(1d)(a), does hereby serve written notice on you of the circumstances of a claim against you for damages arising out of the personal injuries sustained Austin Stiebs on December 18, 2020, as a result of a passenger van/passenger bus/automobile driven by Mark A. Feustel at the intersection of North 25th Street and Geele Avenue, in the city of Sheboygan, County of Sheboygan, State of Wisconsin.

These injuries and damages were sustained by reason of the negligence of the County of Sheboygan and Aging and Disability Resource Center of Sheboygan County and the City of Sheboygan through their employee, agent and representative, including Mark A. Feustel.

Dated at Sheboygan, Wisconsin, this 11th day of January, 2021

Witness:

HABUSH HABUSH & ROTTIER S.C.[®]

Attorneys for Claimant

Alison Shafer

By: Christine D. Esser
Christine D. Esser

PLEASE SERVE NOTICES WITH REGARD TO THIS NOTICE ON:

HABUSH HABUSH & ROTTIER S.C.[®]
1011 S. 8th Street
Sheboygan, WI 53081
(920) 459-8000

STATE OF WISCONSIN)
) SS.
SHEBOYGAN COUNTY)

CHRISTINE ESSER, being first duly sworn on oath deposes and says: She is one of the attorneys for the claimant in the attached Notice of Circumstances of Claim; she has read the Notice of Circumstances of Claim, knows the contents thereof and the same is true to her own knowledge, except as to matters therein stated upon information and belief, and as to those matters, she believes them to be true; the basis of her knowledge is information and statements from the claimant together with claimant's records.

Christine D. Esser
Christine D. Esser

Subscribed and sworn to before me
this 11th day of January 2021.
Alison Shafer
Notary Public, State of Wisconsin
My Commission expires: 5.15.24



VI

R. C. No. 220 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 275-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 68-21-22 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FHP 23-24

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 275 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 68-21-22 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

*F+P
2022-2023 Council*

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

40

Item 10.

R. O. No. 68 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

CITY CLERK

F+P

FILED
08-04-2021

Item 10.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGANWal-Mart Real Estate Business Trust vs. City of
Sheboygan**Electronic Filing
Notice**Case No. 2021CV000309
Class Code: Money JudgmentSheboygan County
Clerk of Circuit Court
2021CV000309
Honorable Angela W.
Sutkiewicz
Branch 3CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081Process Server
Date: 8/4/21 Time: 1:26 am
 Personal Substitute
 Posted Corporate

Case number 2021CV000309 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 580d43

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: August 5, 2021

FILED
08-04-2021
Sheboygan County
Clerk of Circuit Court
2021CV000309
Honorable Angela W.
Sutkiewicz
Branch 3

Item 10.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 21-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 4th day of August, 2021.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: 

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbahn@grgblaw.com

RUSSELL J. KARNES

State Bar. No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

FILED
08-04-2021

Item 10.

Sheboygan County
Clerk of Circuit Court
2021CV000309
Honorable Angela W.
Sutkiewicz
Branch 3STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
-----WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

Case No.: 21-CV-

Case Code: 30301

v.

(Money Judgment: Over \$10,000)

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,Defendant.
-----**COMPLAINT**

Plaintiff Wal-Mart Real Estate Business Trust ("Walmart"), by its undersigned counsel Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant City of Sheboygan ("the City"), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2021 value with respect to the parcel of real property in the City known as parcel #59281479120 ("the Property"), is no more than \$6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2021, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716.

Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2021 value of the Property was set by the City Assessor's office at \$17,685,500.

6. Walmart timely filed an objection to the 2021 assessment of the Property with the City's Board of Review pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing in accordance with the provisions of Wis. Stat. §70.37(3). A copy of the Waiver is attached as Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief - Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2021 was no higher than \$6,250,000.

10. The 2021 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2021 was excessive.

11. Walmart is entitled to a refund of 2021 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2021 was no higher than \$6,250,000.

14. Upon information and belief, the 2021 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2021 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2021 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2021 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2021 value of the Property from \$17,685,500 to \$6,250,000, in

accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2021 was no higher than \$6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 4th day of August, 2021.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: 

CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
cstrohbehn@grgblaw.com
RUSSELL J. KARNES
State Bar. No. 1054982
rkarnes@grgblaw.com
Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality City of Sheboygan	County Sheboygan
Requestor's name Wal-Mart Stores, Inc.	Agent name (if applicable)* Christopher L. Strohbahn / Russell J. Karnes
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712	Agent's mailing address Gimbel, Reilly, Guerin & Brown, LLP 330 E. Kilbourn Ave., #1170, Milwaukee, WI 53202
Requestor's telephone number (479) 204 - 3835 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number (414) 271 - 1440 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address brandon.caplena@walmart.com	Agent's email address cstrohbahn@grgblaw.com / rkarnes@grgblaw.com

Property address 3711 S. Taylor Drive, Sheboygan, WI 53081	
Legal description or parcel number 59281-479120	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing \$ 17,685,500	
Property owner's opinion of value \$ 6,250,000	
Basis for request 2020 matter is currently pending in Circuit Court.	
Date Notice of Intent to Appear at BOR was given 06 - 03 - 2021	Date Objection Form was completed and submitted 06 - 03 - 2021

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Christopher L. Strohbahn

Requestor's / Agent's Signature

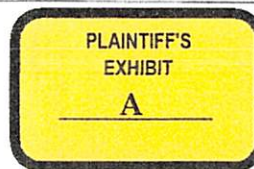
* If agent, attach signed Agent Authorization Form, PA-105

Decision

Approved Denied

Reason _____

[Signature]
Board of Review Chairperson's Signature



6/8/2021
Date

Taxpayer advised

6-10-2021
Date

Sent via mail

VI

R. C. No. 221 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. C. No. 277-21-22 by Finance and Personnel Committee to whom was referred R. C. No. 325-20-21 by Finance and Personnel Committee and R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

F+P 23-24

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 277 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. C. No. 325-20-21 by Finance and Personnel Committee and R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2022-2023 Council.

*F+P
2022-2023 Council*

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

510
Item 10.

R. C. No. 325 - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE. April 19, 2021.

Your Committee to whom was referred R. O. No. 109-20-21 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2021-2022 Council.

FAP
21-22

Thayne Rowan

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 109 - 20 - 21. By CITY CLERK. December 7, 2020.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

CITY CLERK

F4P
12-14-20
Add

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L. Edward
Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

Case No.: 20-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorney, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 1st day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grgblaw.com

RUSSELL J. KARNES

State Bar. No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

FILED
12-01-2020
Sheboygan County
Clerk of Circuit Court
2020CV000426
Honorable L Edward
Stengel
Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST,
702 SW 8th Street
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100
Sheboygan, Wisconsin 53081,

Defendant.

Case No.: 20-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)

COMPLAINT

Plaintiff Wal-Mart Real Estate Business Trust (Walmart), by its undersigned counsel Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant City of Sheboygan (the City), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this court that the 2020 value with respect to the parcel of real property in the City known as parcel #59281479120 (the Property), is no more than \$6,250,000, and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2020, plus statutory interest.

2. Walmart is a foreign corporation duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the tenant on the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2020 value of the Property was set by the City Assessor's office at \$17,423,900.

6. Walmart timely filed an objection to the 2020 assessment of the Property with the City's Board of Review pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing in accordance with the provisions of Wis. Stat. §70.37(3). See attached Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief - Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2020 was no higher than \$6,250,000.

10. The 2020 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2020 was excessive.

11. Walmart is entitled to a refund of 2020 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

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14. Upon information and belief, the 2020 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2020 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

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17. As alleged above, the City's BOR delegated its authority to determine the 2020 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart right to a reduction in the 2020 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2020 value of the Property from \$17,423,900 to \$6,250,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2020 was no higher than \$6,250,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 1st day of December, 2020.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: *Electronically signed by Christopher L. Strohbehn*

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grglaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grglaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:
330 East Kilbourn Avenue, Suite 1170
Milwaukee, Wisconsin 53202
Telephone: 414-271-1440

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

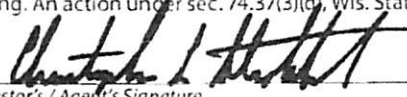
NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality City of Sheboygan	County Sheboygan
Requestor's name Wal-Mart Stores Inc.	Agent name (if applicable) * Christopher L. Strohehn / Russell J. Karnes
Requestor's mailing address P.O. Box 8050 Bentonville, AR 72712	Agent's mailing address Gimbel, Reilly, Guerin & Brown, LLP 330 E. Kilbourn Ave., Milwaukee, WI 53202
Requestor's telephone number (479) 204 - 3835 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number (414) 271 - 1440 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address Brandon.Caplena@walmart.com	Agent's email address cstrohehn@grgblaw.com / rkarnes@grgblaw.com

Property address 3711 S. Taylor Dr., Sheboygan, WI 53081	
Legal description or parcel number 59281-479120	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing \$ 13,265,000	
Property owner's opinion of value \$ 6,250,000	
Basis for request To take matter directly to Circuit Court as cases regarding prior assessments are currently pending in Circuit Court	
Date Notice of Intent to Appear at BOR was given 06 - 02 - 2020	Date Objection Form was completed and submitted 06 - 02 - 2020

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

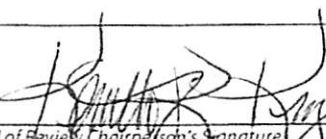

Requestor's / Agent's Signature

* If agent, attach signed Agent Authorization Form, PA-105

Decision

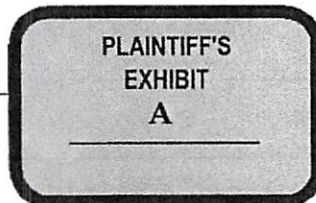
Approved Denied

Reason _____


Board of Review Chairperson's Signature

10/14/2020
Date

Taxpayer advised 10-16-2020
Date



**CITY OF SHEBOYGAN
R. O. 100-23-24**

BY CITY CLERK.

FEBRUARY 5, 2024.

Submitting a claim from Alex Xiong for alleged damages to vehicle caused by a snow plow.

DATE RECEIVED 1-29-2024

RECEIVED BY MKC

Item 10.

CLAIM NO. 20-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JAN 29 2024

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

- 1. Name of Claimant: Alex Xiong
- 2. Home address of Claimant: 1614 Heller Avenue, Sheboygan, WI 53081
- 3. Home phone number: 215-820-8978
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 1/12/24 9:10 p.m.

6. Where did damage or injury occur? (give full description) Left back of car at 1614 Heller Avenue. Given a Crashdocs.org card, the report number is C24-00671

7. How did damage or injury occur? (give full description) City Snow plow hit the back of car parked at 1614 Heller Avenue.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: N/A

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: N/A

(b) Claimant's statement of basis for such liability: N/A

10. Give a description of the injury, property damage or loss, so far as is known at the time. (If there were no injuries, state "NO INJURIES").

Item 10.

N/A

11. Name and address of any other person injured: N/A

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	\$ <u>5420.25</u>
Property:	\$ <u>N/A</u>
Personal injury:	\$ <u>N/A</u>
Other: (Specify below)	\$ <u>N/A</u>
TOTAL	\$ <u>5420.25</u>

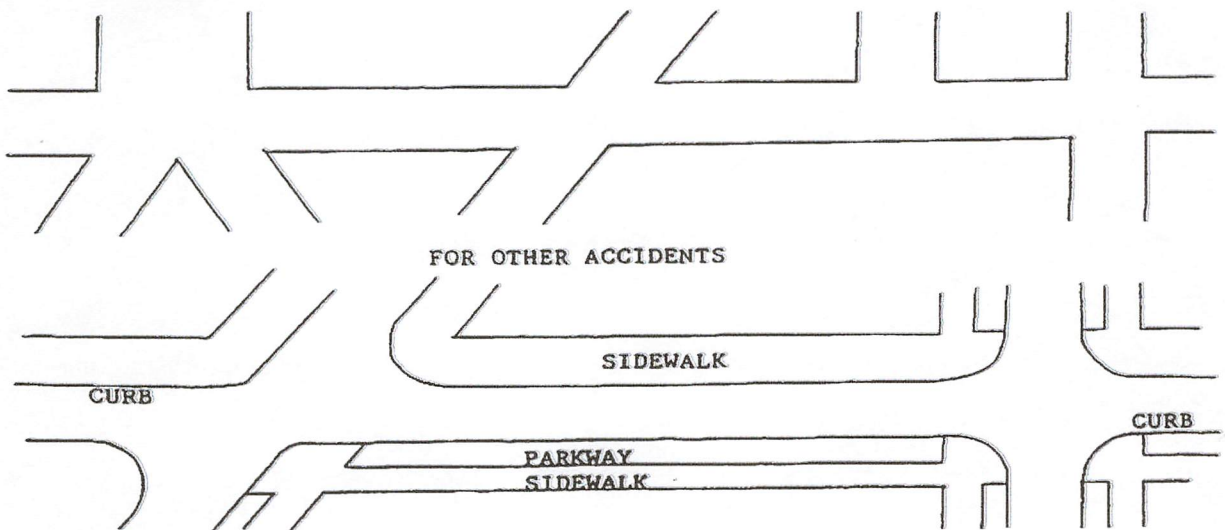
Damaged vehicle (if applicable)

Make: Toyota Model: Corolla Year: 2010 Mileage: 175,170

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT [Signature] DATE 1/29/24

DATE RECEIVED _____

RECEIVED BY _____ Item 10.

CLAIM NO. _____

CLAIM

Claimant's Name: Alex Xiong
Claimant's Address: 1614 Heller Avenue
Claimant's Phone No. 215-820-8978

Auto \$ 5420.25
Property \$ N/A
Personal Injury \$ N/A
Other (Specify below) \$ N/A
TOTAL \$ 5420.25

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 5420.25.

SIGNED  DATE: 1/29/24

ADDRESS: 1614 Heller Avenue

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

**SHEBOYGAN CHEVROLET BUICK
GMC CADILLAC**

3400 S BUSINESS DR, SHEBOYGAN, WI 53081
Phone: (920) 459-6855
FAX: (920) 459-6286

Workfile ID:
PartsShare:
Federal ID:

Item 10.

7LqX9Y

83-0747810

Preliminary Estimate

Customer: XIONG, ALEX

Job Number:

Written By: Jeff Wiegand

Insured: XIONG, ALEX
Type of Loss:
Point of Impact: 08 Left Qtr Post (Left Side)

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
XIONG, ALEX

1614 HELLER AVE.
SHEBOYGAN, WI 53081
(215) 820-8978 Cell

Inspection Location:
SHEBOYGAN CHEVROLET BUICK GMC
CADILLAC
3400 S BUSINESS DR
SHEBOYGAN, WI 53081
Repair Facility
(920) 459-6855 Business

Insurance Company:

VEHICLE

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

VIN: 2T1BU4EE6AC251587 Interior Color: Mileage In: 175,172 Vehicle Out:
License: ABM2719 Exterior Color: SILVER Mileage Out:
State: WI Production Date: 8/2009 Condition: Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Telescopic Wheel

RADIO

AM Radio
FM Radio
Stereo

Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
Front Side Impact Air Bags
Head/Curtain Air Bags

SEATS

Cloth Seats
Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Traction Control
Stability Control
Rear Spoiler
California Emissions
Power Trunk/Liftgate

Get live updates at www.carwise.com/e/4GFP7p

Preliminary Estimate

Item 10.

Customer: XIONG, ALEX

Job Number:

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1 PILLARS, ROCKER & FLOOR							
2	R&I	LT Rocker molding S, XRS				0.9	
3 REAR DOOR							
4	*	Blnd LT Outer panel (HSS)					<u>1.0</u>
5	R&I	LT Belt molding				0.3	
6	R&I	LT Handle, outside US built silver				0.4	
7	R&I	LT R&I trim panel				0.4	
8 BACK GLASS							
9	*	Subl Back glass Toyota US built +25%		1	<u>168.75</u> X		
open		Repl Molding US built	NOT USED	1			
11		Repl Dam	6481312180	1	11.64		
12 QUARTER PANEL							
13		Repl LT Stone guard w/cold area spec	5874202130	1	19.65	0.2	
14		Repl LT Quarter panel	6160202170	1	945.23	16.5	3.2
15		Add for Clear Coat					1.3
16	#	Refn Blend upper body					1.2
17	*	Blnd Fuel door					<u>0.2</u>
18 REAR LAMPS							
19	*	Repl LKQ LT Combo lamp assy +25%	8156112A50	1	81.25	<u>0.3</u>	
20 REAR BUMPER							
21	R&I	R&I bumper cover				Incl.	
22 MISCELLANEOUS OPERATIONS							
23	#	Subl Hazardous waste removal		1	3.00 T		
24	#	Repl Seam sealer/caulking		1	12.00 T	0.5	
25	#	Repl Cover Car		1	5.00 T		
26	#	R&I LR DOOR BODYSIDE MLDG.				0.5	
SUBTOTALS					1,246.52	20.0	6.9

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,226.52
Body Labor	20.0 hrs @	\$ 67.00 /hr	1,340.00
Paint Labor	6.9 hrs @	\$ 67.00 /hr	462.30
Paint Supplies	6.9 hrs @	\$ 47.00 /hr	324.30
Miscellaneous			20.00
Subtotal			3,373.12
Sales Tax	\$ 3,373.12 @	5.5000 %	185.52
Grand Total			3,558.64

Customer: XIONG, ALEX**Job Number:**

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARM8428, CCC Data Date 01/17/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

Customer: XIONG, ALEX

Job Number:

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Item 10.

Customer: XIONG, ALEX

Job Number:

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
19	LKQ Corp 2101 Beloit Avenue Janesville WI 53546 (800) 362-9451	#~355064385 LKQ LT Combo lamp assy +25% Tail Lamp QTR MTD, LH, NORTH AMERICA BUILT,S#\$V3332 Quote: 2352110706 Expires: 03/04/24	\$ 65.00

Preliminary Estimate

Item 10.

Customer: XIONG, ALEX

Job Number:

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

ALTERNATE PARTS USAGE

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI SILVER

VIN: 2T1BU4EE6AC251587	Interior Color:	Mileage In: 175,172	Vehicle Out:
License: ABM2719	Exterior Color: SILVER	Mileage Out:	
State: WI	Production Date: 8/2009	Condition:	Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Manually List	0	0
Reconditioned	Manually List	0	0
Recycled	N/A	1	1

DEAN'S AUTO BODY, INC.

Workfile ID:
PartsShare:

8deb01e3
7LT6Lb



Deans Has the Means for All Your Collision Needs!
1407 N 29TH ST, SHEBOYGAN, WI 53081
Phone: (920) 457-5494
FAX: (920) 457-6495

Preliminary Estimate

Customer: Xiong, Alex

Written By: Joe Black

Insured: Xiong, Alex	Policy #:	Claim #:
Type of Loss:	Date of Loss:	Days to Repair: 0
Point of Impact: 08 Left Qtr Post (Left Side)		

Owner: Xiong, Alex 1614 Heller Ave Sheboygan, WI 53081 (215) 820-8978 Cell	Inspection Location: DEAN'S AUTO BODY, INC. 1407 N 29TH ST SHEBOYGAN, WI 53081 Repair Facility (920) 457-5494 Business	Insurance Company:
---	--	---------------------------

VEHICLE

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

VIN: 2T1BU4EE6AC251587	Interior Color:	Mileage In: 175,296	Vehicle Out:
License: ABM-2719	Exterior Color: Classic Silver	Mileage Out:	
State: WI	Production Date: 8/2009	Condition: Fair	Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Locks
Power Mirrors

DECOR

Dual Mirrors
Console/Storage

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Telescopic Wheel

RADIO

AM Radio
FM Radio
Stereo

Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
Front Side Impact Air Bags
Head/Curtain Air Bags

SEATS

Cloth Seats
Bucket Seats

WHEELS

Wheel Covers

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Traction Control
Stability Control
Rear Spoiler
California Emissions
Power Trunk/Liftgate

Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		RESTRAINT SYSTEMS					
2	*	R&I LT Head air bag US built				m 0.7	M
3		ROOF					
4		R&I R&I headliner				3.1	
5		PILLARS, ROCKER & FLOOR					
6		R&I LT Rocker molding S, XRS				0.9	
7		REAR DOOR					
8		R&I LT R&I door assy w/power units				1.1	
9		Refn LT Door shell w/power window US built (HSS)					1.9
10		Add for Clear Coat					0.8
11		R&I LT Belt molding				0.3	
12	#	R&I LT Body Side molding				0.3	
13		R&I LT Handle, outside US built silver				0.4	
14		R&I LT R&I trim panel				0.4	
15	#	Clean & re-tape mldg(s)		1		0.5	
16	#	Rpr Color sand and buff					
<p>Note: (If needed / open until time of repair) CCC Guide to Estimating G39</p> <p>. Refinished panels may or may not require a varying amount of wet sanding, compound rub-out or buffing operations in order to match original</p> <p>. Each panel requiring wet sand, rub-out and/or buff (refinish or blend) Add 30% of full base refinish time Math 1.9 x 30% = .6 LT Rear door panel only</p>							
17		BACK GLASS					
18		R&I Back glass Toyota US built					Incl.
19		QUARTER PANEL					
20		Repl LT Quarter panel	6160202170	1	945.23	16.5	3.2
21		Overlap Major Adj. Panel					-0.4
22		Add for Clear Coat					0.6
23		Refn Fuel door					0.3
24		Add for Clear Coat					0.1
25		Repl LT End panel	6169802910	1	73.55	3.4	0.4
26		Overlap Minor Panel					-0.2
27		Add for Clear Coat					0.1
28		Repl LT Stone guard w/cold area spec	5874202130	1	19.65	0.2	
29	#	Refn Feather edge prime and block					0.5
<p>Note: CCC Guide to Estimating G34</p> <p>PRIME & BLOCK</p> <p>. Prime & block (high build/primer-filler) is a required procedure</p>							

Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

that restores a repaired panel surface, including the joined areas of replaced welded panels, from 150-grit finish to NEW UNDAMAGED condition.

30 # Rpr Color sand and buff
 Note: (If needed / open until time of repair)
 CCC Guide to Estimating G39

. Refinished panels may or may not require a varying amount of wet sanding, compound rub-out or buffing operations in order to match original

. Each panel requiring wet sand, rub-out and/or buff (refinish or blend)

Add 30% of full base refinish time

Math 3.2 x 30% = 1.0

LT Quarter panel only

31	TRUNK LID							
32		R&I	R&I trunk lid				0.5	
33	REAR LAMPS							
34	**	Repl	A/M CAPA LT Combo lamp assy	8156002460	1	120.00	Incl.	
35	REAR BUMPER							
36		R&I	R&I bumper cover				Incl.	
37	VEHICLE DIAGNOSTICS							
38	#		OEM Diagnostic Support		1	128.00	D	
39	#		Pre Scan		1		1.0 M	
40	#		Post Scan		1		0.5 M	
			Note: Manufacture Requires Scan					
41	MISCELLANEOUS OPERATIONS							
42	#	Repl	OEM Research And Photo Documentation		1		1.0	
43	#		Hazardous waste removal		1	8.00 T		
44	#	Repl	Cover Car		1	12.00 T	0.2	
45	#	Refn	Corrosion protection (repair area)				0.2	
46	#	Repl	Flex additive		1	12.00 T		
47	#	R&I	Rear Interior and Seats				2.5	
48	#		Disconnect battery cable		1		0.2	
49	#	Repl	Urethane kit		1	31.25		
50	#		***Possible hidden damage***		1			
SUBTOTALS						1,349.68	33.7	7.5

Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,317.68
Body Labor	31.5 hrs @	\$ 78.00 /hr	2,457.00
Paint Labor	7.5 hrs @	\$ 78.00 /hr	585.00
Mechanical Labor	2.2 hrs @	\$ 110.00 /hr	242.00
Paint Supplies	7.5 hrs @	\$ 53.00 /hr	397.50
Body Supplies	21.3 hrs @	\$ 5.00 /hr	106.50
Miscellaneous			32.00
Subtotal			5,137.68
Sales Tax	\$ 5,137.68 @	5.5000 %	282.57
Grand Total			5,420.25
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			5,420.25

Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

BODY \$78/HR - REFINISH \$78/HR - MECHANICAL \$110/HR - PAINT & MATERIALS \$53/HR

As vehicle technologies increase, the costs of repairs escalate as well. With this comes a ten-fold increase in administrative duties required to process your claim. When adding even modest inflation it is inevitable at times that the hourly cost of labor must increase. Insurance "allowances" can lag behind these inevitable increases. At those times we will ask that you co-pay any differences. Most often this is not a large amount but allows us to properly train, retain, and compensate our staff for their efforts. Thus, providing you with a professional repair by a professional staff.

****FOLLOW THIS LINK FOR A CO-PAY EXPLAINER VIDEO****

<https://www.youtube.com/watch?v=jzfZCtmMRfo>

**NOTICE TO INSURERS:

Dean's Auto Body, Inc. does not negotiate labor rates. Parts & Procedures are open to justification while giving consideration to OEM guidelines. PLEASE refer to the above video link for a detailed explanation of that policy.

BLEND VS. REFINISH ADJACENT PANEL:

With all repairs the shop will invest time and talent in tinting to negate adjacent panel "blending" However, when required, that procedure will be billed as "adjacent panel refinishing." Not a blend allowance. The basis for this change is exceptionally well validated in the attached blend study report.

As a family owned business, OUR MISSION, is to be your #1 collision repair facility. To provide you with outstanding customer care as we honestly and ethically repair your vehicle using environmentally friendly materials, the latest techniques, and up-to-date procedures. We will strive to grow our company with integrity to keep your business for life.

** All supplements must be addressed before the vehicle leaves. Any supplements left open will result in the vehicle not being delivered until the supplement is agreed upon with a copy in hand.

Per Wisconsin Statue 628.46 - any claim not paid within 30 days is subject to a 7.5% interest charge.

TOTAL LOSS ESTIMATES:

Charges for a total loss estimate, with pictures and documentation to support estimate, will be charged at a minimum of 4 hours and a cost of \$90 an hour. (Costs could go up depending on what is needed to complete the written evaluation for a total loss.)

*Disassembly to gain access to document damage will be added on accordingly at the proper shop rate.

*Scanning and measuring for diagnosing complete damage, will be billed out for each job accordingly at the proper shop rate.

*Any OEM repair procedures needing a subscription to gather information for the repairs will also be added per vehicle according.

STORAGE CHARGES are \$75 per day

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATPC 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARM8428, CCC Data Date 01/09/2024, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

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Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

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Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
28	Wilde Toyota 3225 S 108th St West Allis WI 53227	#5874202130 LT Stone guard w/cold area spec Quote: 1752073722 Expires: 02/24/24	\$ 19.65
34	Keystone, Inc 5050 N WREN DRIVE APPLETON WI 54913 (920) 731-3030	#TO2800175C A/M CAPA LT Combo lamp assy Quote: 2360730237 Expires: 03/11/24	\$ 120.00

Preliminary Estimate

Customer: Xiong, Alex

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

ALTERNATE PARTS USAGE

2010 TOYO Corolla S Automatic 4D SED 4-1.8L Gasoline SFI Classic Silver

VIN: 2T1BU4EE6AC251587 Interior Color: Mileage In: 175,296 Vehicle Out:
License: ABM-2719 Exterior Color: Classic Silver Mileage Out:
State: WI Production Date: 8/2009 Condition: Fair Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	1	1
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0

**CITY OF SHEBOYGAN
R. O. 103-23-24**

BY CITY CLERK.

FEBRUARY 5, 2024.

Submitting a Notice of Injury from Attorney Jordan P. Blad representing Douglas C. Diedrichs.

Claim No. 18-23**CITY OF SHEBOYGAN
NOTICE OF INJURY**

Name: Douglas C. Diedrichs
Address: 1612 S. 12th St.
Sheboygan, WI 53081
Phone: (920) 207-0418

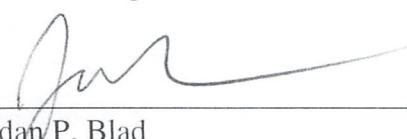
Incident/Accident Information
Date: September 21, 2023
Time: 1:30 p.m.
Place: S. 12th St. & Spruce Ct.
City of Sheboygan

Douglas C. Diedrichs hereby notifies the City of Sheboygan of his injuries arising out of the circumstances as set forth below.

Mr. Diedrichs was injured on September 21, 2023 when he lost control of his motorcycle due to "spilt diesel fuel" on S. 12th St. while attempting to turn into his driveway at 1612 S. 12th St. in the City of Sheboygan. According to the Sheboygan Police Department Investigation narrative report, upon arrival at the scene the investigating officer was informed by the fire department that they were waiting to document a diesel spill and had located the source of the spill to be a Shoreline Metro bus that had the gas cap off of the diesel fuel tank. The police took photographs of the scene and according to the accident report notified Shoreline Metro. See attached reports.

Mr. Diedrichs suffered injuries to his left side shoulder, chest and arm, and missed approximately 6 weeks of work as a result of the accident and we are in the process of gathering his medical records, bills and wage loss documentation in order to present a claim for damages.

Signed: _____


Jordan P. Blad
Attorney for Douglas Diedrichs

Date: _____

1/16/2024

Drafted by:
Alpert & Fellows LLC
P.O. Box 0994
Manitowoc, WI 54221-0994
(920) 682-6361

G7L0GTNC3R
C23-17121

WISCONSIN MOTOR VEHICLE
CRASH REPORT

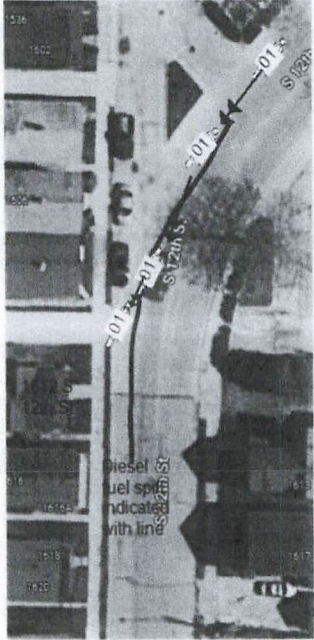
SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD
SHEBOYGAN, WI 53081
(920) 459-3333

Item 10.

G7L0GTNC3R

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy SERGEANT K. POST	
Crash Date 09/21/2023		Crash Time 01:31 PM		Date Arrived 09/21/2023		Time Arrived 02:15 PM	
Date Notified 09/21/2023		Time Notified 02:09 PM		Total Units 01		Total Injured 01	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure		<input type="checkbox"/> Work Zone		<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)				<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description

Diagram		Reconstruction By	
 <p>Diagram not to scale #450</p>		Photos By 450	
		Additional Information PHOTOS	

I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT 1, A MOTORCYCLE, WAS SOUTHBOUND ON S 12TH ST PASSING SPRUCE AVE. UNIT 1 RESIDES AT 1612 S 12TH ST AND WAS NEGOTIATING THE CURVE WITH THE INTENTION OF DRIVING INTO THEIR DRIVEWAY. THERE WAS A CONTINUOUS LINE OF SPILT DIESEL FUEL ALONG THE CURVE. UNIT 1 DROVE ONTO THE SPILT DIESEL CAUSING THE WHEELS TO SLIP AND FOR IT TO LAND ON ITS LEFT SIDE AND SKID ON THE GROUND. UNIT 1 SUFFERED MINOR DAMAGE AND OPERATOR HAD ABRASIONS TO THEIR LEFT ELBOW AND LEFT HAND #450

G7L0GTNC3R
C23-17121

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD S
SHEBOYGAN, WI 53081
(920) 459-3333

Item 10.

UNIT VEHICLE	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR		
	What Driver Was Doing NEGOTIATING CURVE		Vehicle Factors		
	Driver Prior Action Other		NOT APPLICABLE		
	Driver Actions NO CONTRIBUTING ACTION				
01 01	Owner Name DOUGLAS CHARLES DIEDERICHS (920) 207-0418		Owner Address 1612 S 12TH ST SHEBOYGAN, WI 53081 , US		
	Sequence Of Events				
01 02 03 04	Event CARGO/EQUIPMENT LOSS OR SHIFT				
	Event				
	Event				
	Event				
UNIT	Policy Holder				
	Insurance Company ALLSTATE-VEHICLE-AND-PROPERTY-INS-CO		Individual DOUGLAS DIEDERICHS		
UNIT INDIVIDUAL	Individual				
	Driver DOUGLAS CHARLES DIEDERICHS (920) 207-0418		Citations Issued 0	Sex MALE	
	Address 1612 S 12TH ST SHEBOYGAN, WI 53081 , US		Date of Birth 01/26/1971	Race WHITE	
			Driver License Number D3621637102601 STATE: WISCONSIN COUNTRY: UNITED STATES		
01 001	Safety Equipment		On Duty Crash		
			Protective Gear		
	Row 01 - FRONT ROW	Seat Position 07 - LEFT	NONE		
	Helmet Use FULL-FACE		Helmet Compliance APPROVED		
	Eye Protection YES: WINDSHIELD		Tint Compliance UNKNOWN		
	Injury		Injury Severity SUSPECTED MINOR INJURY	Airbag NON DEPLOYED	
	Ejected NOT APPLICABLE	Ejection Path NOT EJECTED/NOT APPLICABLE		Trapped/Extricated NOT TRAPPED	
Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #		
Hospital		Date of Death	Time of Death		
Distracted By		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)			
Distracted By Action NOT DISTRACTED					

G7L0GTNC3R
C23-17121

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD
SHEBOYGAN, WI 53081
(920) 459-3333

Item 10.

UNIT INDIVIDUAL 01 001	Non Motorist	Striking Unit #	Location	
	Prior Action			
	Action			
	Action Other			To/From School
	Drug & Alcohol	Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results	
	Drug Type			
	Individual Condition APPEARED NORMAL			



SHEBOYGAN POLICE DEPARTMENT

Incident C23-17121

Nature: PI ACCIDENT
Location: N45

Address: S 12TH ST & SPRUCE CT
SHEBOYGAN WI 53081

Offense Codes: 9420

Received By: RAKOW , E
Responding Officers: POST, KEVIN F
Responsible Officer: POST, KEVIN F
When Reported: 13:31:37 09/21/23

How Received: T
Agency: SPD
Disposition: SIT 09/21/23
Occurred Between: 13:31:37 09/21/23 and 13:33:21 09/21/23

Assigned To:
Status:

Detail:
Status Date: **/**/**

Date Assigned: **/**/**
Due Date: **/**/**

Complainant:

Last: First: Mid:
DOB: **/**/** Dr Lic: Address:
Race: Sex: Phone: City: ,

Offense Codes

Reported: Observed: 9420 ACCIDENT/PERSONAL INJURY

Additional Offense: 9420 ACCIDENT/PERSONAL INJURY

Circumstances

LT13 HIGHWAY, ROAD OR ALLEY
BM88 NO BIAS

Responding Officers: Unit :
POST, KEVIN F 450

Responsible Officer: POST, KEVIN F Agency: SPD
Received By: RAKOW , E Last Radio Log: 15:35:38 09/21/23 CMPLT
How Received: T TELEPHONE Clearance: CLR CLEARED
When Reported: 13:31:37 09/21/23 Disposition: SIT Date: 09/21/23
Judicial Status: Occurred between: 13:31:37 09/21/23
Misc Entry: and: 13:33:21 09/21/23

Modus Operandi: Description : Method :

Sheboygan Police
Department Record

DO NOT DISCLOSE

10/18/23

Involvements

Date	Type	Description
------	------	-------------

Narrative

#450 SHEBOYGAN CITY POLICE DEPARTMENT
INVESTIGATION NARRATIVE

Body Camera: Yes
Digital Photos: Yes

NARRATIVE:

On 09/21/2023 at approximately 1409 hours, I, Sergeant Post, was dispatched to the area of S. 12th Street and Spruce Court, in reference to an assist complaint. Dispatch advised that the fire department was on scene cleaning up a diesel spill, which had resulted in a motorcyclist having to put down their motorcycle.

Upon arrival, I made contact with fire department personnel. They advised that they had been waiting to clean up the diesel spill until I was there to document the scene. They further advised that they had located the source of the spill to be a Shoreline Metro bus that had the gas cap off of the diesel fuel tank. I took photographs of the scene to document the long, continuous diesel spill that was on the curved portion of the roadway.

I then made contact with the operator of the motorcycle, Douglas C. Diederichs, [REDACTED]. Douglas advised that he was on his way home and was negotiating the curve, and intending to pull into his driveway, which is located on the curve, at which point his motorcycle hit the oil slick, causing the rear tires to fall off from underneath, and causing the motorcycle to be laid down on it's left side. Douglas directed me to his motorcycle, a BMW G310, with Wisconsin registration [REDACTED]. I was able to observe that there was scuffing to metal guards on the left side of the motorcycle near the front tire, as well as a broken left tail light. Photos of the damage and the motorcycle are also attached to this complaint. I also observed that Douglas had abrasions to his left side. Douglas directed me to a larger abrasion on his left elbow and upper arm, as well as to a small abrasion on his left outer hand. Photographs of these injuries were also documented. Douglas denied EMS, but said that he planned on going to get medical attention after our contact. It should also be noted that I observed that Douglas had a helmet that he wore during his operation of the motorcycle.

I again had contact with the Battalion Chief that was on scene from the Sheboygan Fire Department. He advised that he had observed trails of diesel from the bus starting in the area of Camelot Blvd all the way on the south side of the city. He advised that he had already stopped at Shoreline Metro, and that they had been somebody to follow the path to resolve any issues.

I then went to Shoreline Metro on Commerce Avenue, and spoke with Safety and Training Coordinator Bud Schultz, and Lead Mechanic Scott Navis. They advised that they were already aware of the incident, and were in the process of sending crews out to begin rectifying the issue in any other places that diesel may have

10/18/23

Incident C23-17121

Page 3 of 3

been spilt. I provided them with a case number for this complaint for their records.

This case is considered closed, and at this point, no further follow up is expected. Nothing further.

End of report. SERGEANT POST/jlk

10/18/23

**CITY OF SHEBOYGAN
R. O. 126-23-24**

BY CITY CLERK.

MARCH 18, 2024.

Submitting a claim from Albert J. Istvanek for alleged injuries to his dog at the Dog Run Park on 18th Street.

DATE RECEIVED

3-8-2024

RECEIVED BY

MKC

CLAIM NO.

22-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Albert J. Istvanek
2. Home address of Claimant: 814 Ontario Ave, Oostburg, WI, 53070
3. Home phone number: 414-202-5784
4. Business address and phone number of Claimant: 621 N. Business Park Drive, Oostburg, WI 53070. 920-893-8431
5. When did damage or injury occur? (date, time of day) Monday, February 26, 2024 11:45 am
6. Where did damage or injury occur? (give full description) At the Sheboygan Dog Run Park Located at 4108 S 18th Street, Sheboygan, WI 53081
7. How did damage or injury occur? (give full description) While running at the Dog Run Park, my dog stepped on the remnant of brush (which closely resembled road spikes used by law enforcement) (see attached photos) that was improperly cut by an individual under the employ of the Sheboygan Parks & Forestry Department. This resulted in a severe puncture injury to my dog's right rear foot (see attached photos) and significant blood loss.
8. If the basis of liability is alleged to be an act or omission of a City Officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: I do not know the individual's full name
 - (b) Claimant's statement of the basis of such liability: During phone conversations with the Superintendent of the Sheboygan Parks & Forestry Department and the Town of Wilson Director of Public Works, it was confirmed that there was an individual acting under the employ of the Sheboygan Parks & Forestry Department who was maintaining the Sheboygan Dog Run Park by removing brush as needed.
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: The Sheboygan Dog Run Park located at 4108 S 18th Street, Sheboygan, WI 53081
 - (b) Claimant's statement of basis for such liability: The improper brush removal referred to in #7 above, left behind sharp sticks (see attached photos) protruding from the ground that ranged from 3" to 7" in height. These sharp sticks are not easy to see and thus not easily avoidable. However, they do represent serious puncture hazards, serious trip hazards, and serious impalement hazards to dogs and to people. This is an unacceptable condition to exist at a location that is specifically designated for dogs and people.

Side note: I received verbal assurances on March 4, 2024 from the Town of Wilson Director of Public Works and the Superintendent of the Sheboygan Parks & Forestry Department that this condition will be cleared up.

10. Give a description of the injury, property damage or loss, so far as known at this time. (If there were no injuries, state "NO INJURIES").

My dog's right rear foot was punctured resulting in a significant hole (see attached photos) and significant blood loss. The veterinarian who treated the injury indicated that this was a severe and very painful injury. She also indicated that the stick that was stepped on came close to severing a nearby artery and if that had happened my dog would not have survived the injury.

11. Name and address of any other person injured: There were no other injured parties.

12. Damage estimate: (You are not bound by the amounts provided here.)

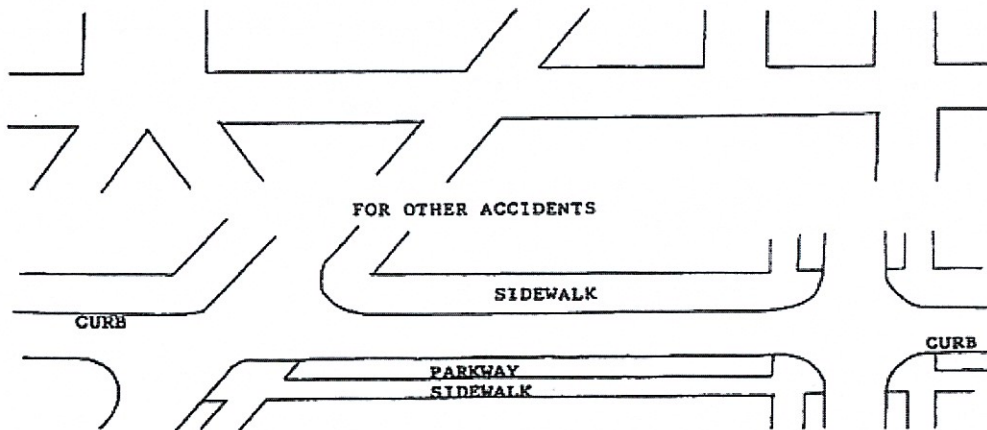
Auto:	\$ _____
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ <u>510.00</u>
TOTAL:	\$ <u>510.00</u>

Veterinary Services (see attached invoice)

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.

Not Applicable



SIGNATURE OF CLAIMANT Albert J. Isteard DATE 3/8/2024

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:	<u>Albert J. Istvanek</u>	Auto	\$ _____
Claimant's Address:	<u>814 Ontario Ave</u>	Property	\$ _____
	<u>Oostburg, WI 53070</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>414-202-5784</u>	Other (Specify below)	\$ <u>510.00</u>
		TOTAL	\$ <u>510.00</u>
		<u>Veterinary Services</u>	

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 510.00.

SIGNED Albert J. Istvanek DATE: 3/8/2024

ADDRESS: 814 Ontario Ave, Oostburg, WI 53070

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081



4 Greyhounds Veterinary Service

Jenifer Barker DVM
4greyvet.com
4greyvet@gmail.com

INVOICE
INV2098

DATE
02/27/2024

BALANCE DUE
USD \$0.00

BILL TO

Nancy and Al Istvanek/ Cheerio

☎ +1 920-222-1994

DESCRIPTION	RATE	QTY	AMOUNT
Emergency examination	\$85.00	1	\$85.00
IV sedation greyhound/xylazine	\$75.00	1	\$75.00
Prep wound: clip, cleanse, flush wound	\$60.00	1	\$60.00
Local block/ Lidocaine	\$25.00	1	\$25.00
Surgical procedure: debride wound, freshen edges/ suture wound	\$200.00	1	\$200.00
RH limb bandage	\$45.00	1	\$45.00
Clindamycin 300mg	\$1.00	20	\$20.00

TOTAL \$510.00

PAID -\$510.00

02/27/2024

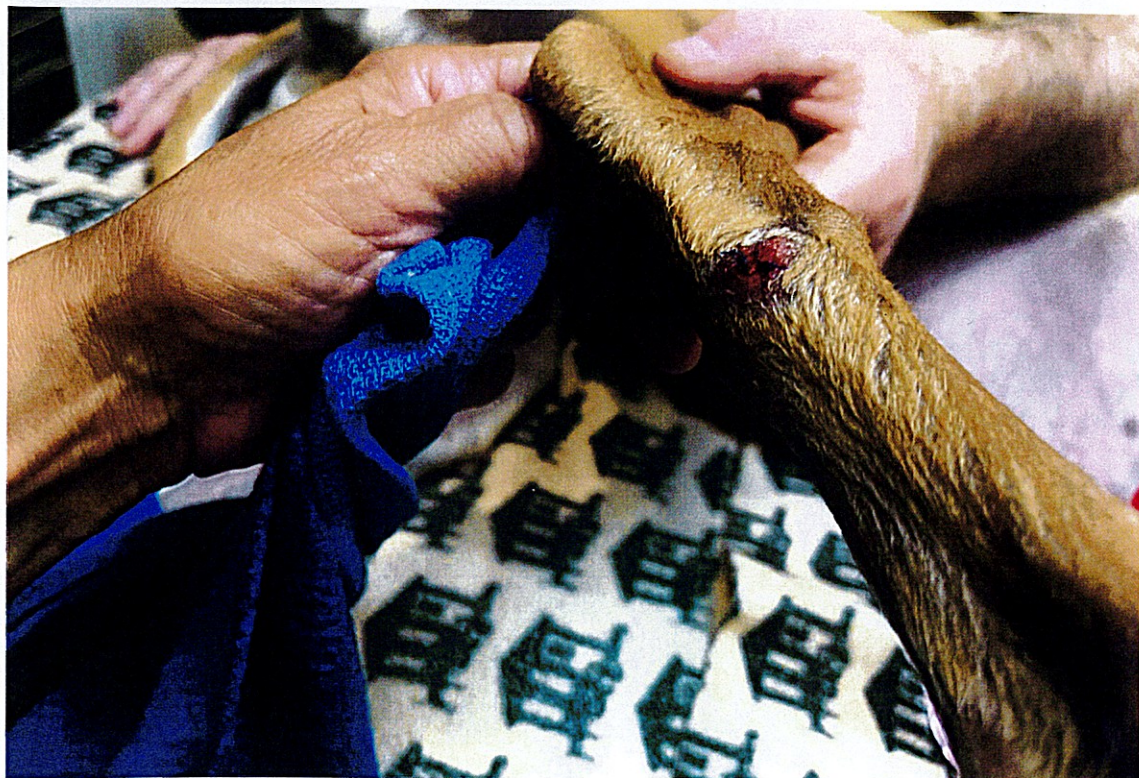
BALANCE DUE **USD \$0.00**

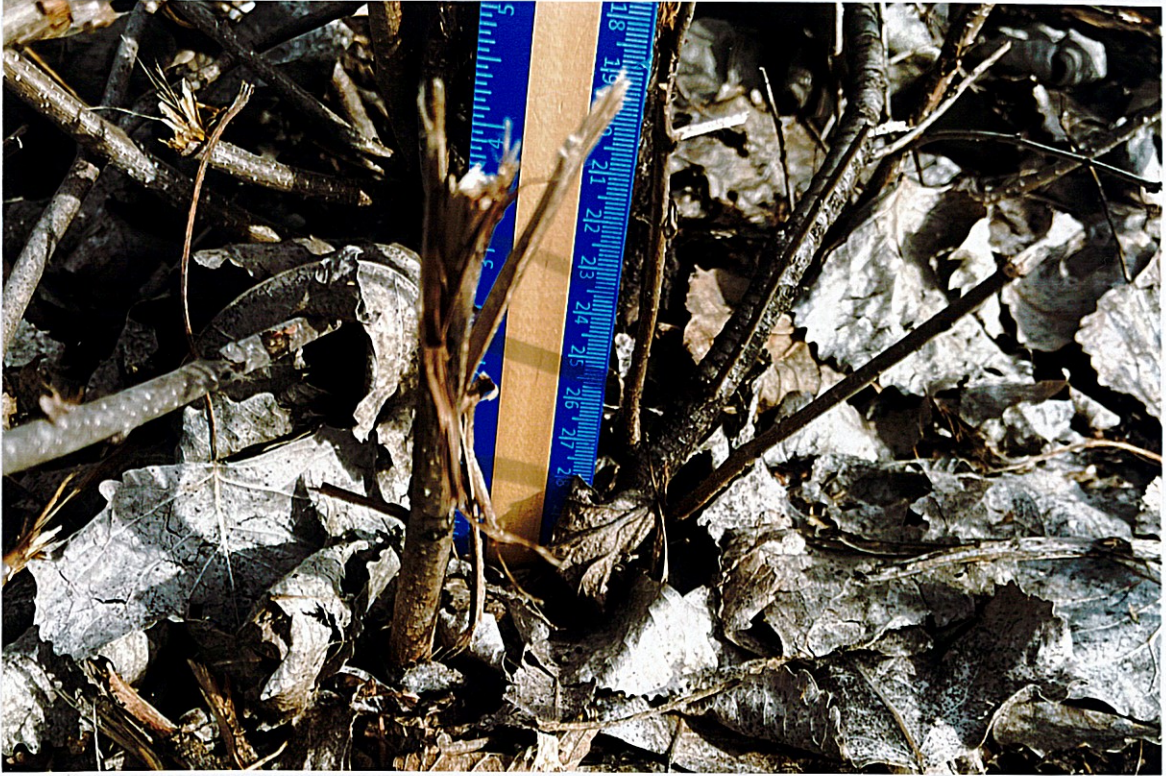








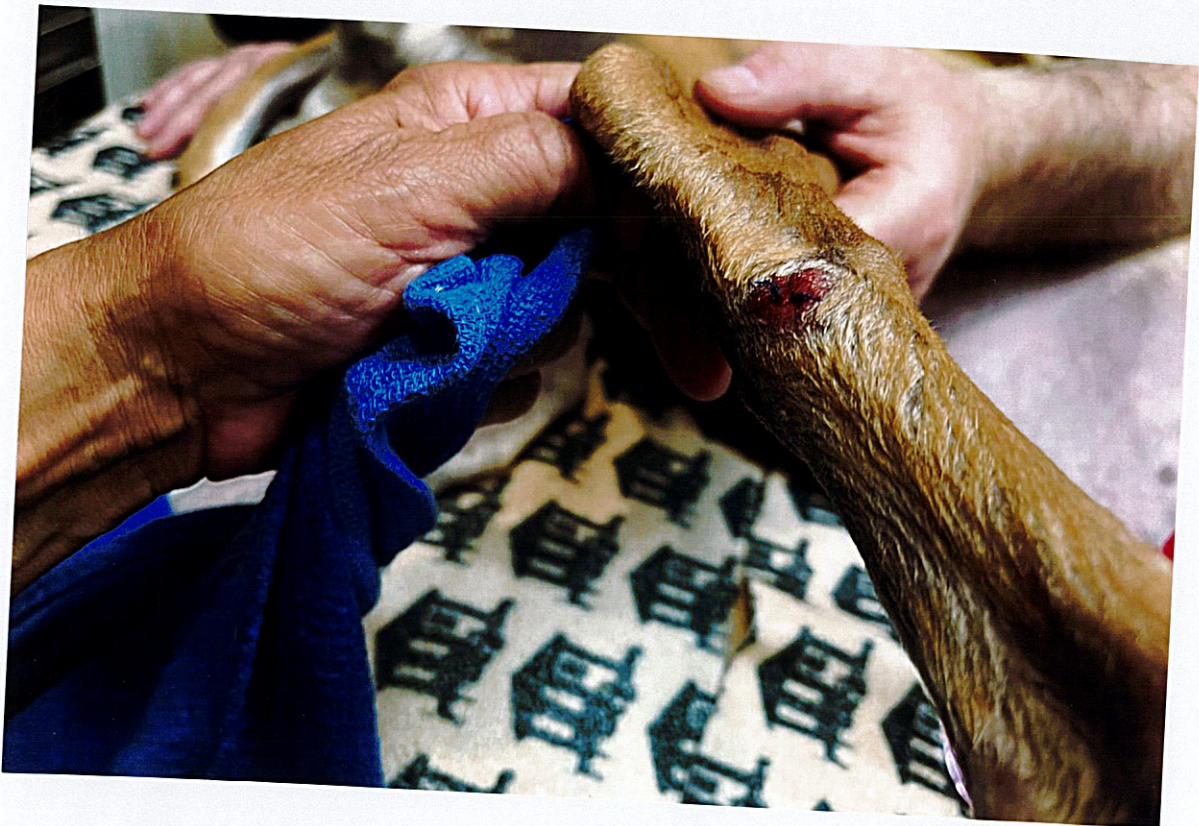












**CITY OF SHEBOYGAN
R. O. 127-23-24**

BY CITY CLERK.

MARCH 18, 2024.

Submitting a claim from Irma Reyes and Jorge Martinez for alleged injuries due to an accident.

DATE RECEIVED 3/14/24

RECEIVED BY MKC

CLAIM NO. 23-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

- 1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
- 2. Attach and sign additional supportive sheets, if necessary.
- 3. This notice form must be signed and filed with the Office of the City Clerk.

4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

- 1. Name of Claimant: Irma Reyes and Jorge Martinez
- 2. Home address of Claimant: 1032 Weeden Creek Rd, Sheboygan, WI 53081
- 3. Home phone number: 920 377 1329
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 02-11-2024

6. Where did damage or injury occur? (give full description) City of Sheboygan ambulance, Incident number 1165446

7. How did damage or injury occur? (give full description) The ambulance got into the accident while carrying Jorge Martinez DOB: 9/5/20 to Aurora Health Care emergency room. Mother Irma Reyes was in the ambulance next to her son.

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

- (a) Name of such officer or employee, if known: Driver of Incident 1165446
- (b) Claimant's statement of the basis of such liability: Negligence driving ambulance for 1165446 Incident.

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: _____

(b) Claimant's statement of basis for such liability: _____

10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

head, cut eye brow, cut under the eye, bruises / con
fusion on the right arm and right body side

11. Name and address of any other person injured: _____

12. Damage estimate: (You are not bound by the amounts provided here.)

Auto:	\$ _____
Property:	\$ _____
Personal injury:	\$ <u>TBD</u>
Other: (Specify below)	\$ _____
TOTAL	\$ _____

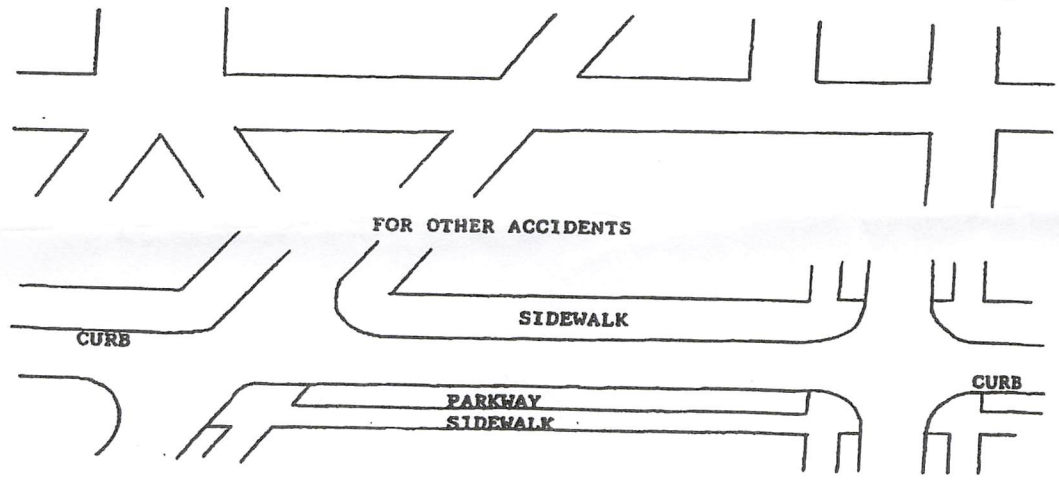
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



SIGNATURE OF CLAIMANT Ivmea Reyes DATE 3-1-24

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: _____

Auto \$ _____

Claimant's Address: _____

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ _____

PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM.
(WISCONSIN STATUTES 943.395)

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ _____.

SIGNED

Julius Holmquist

DATE:

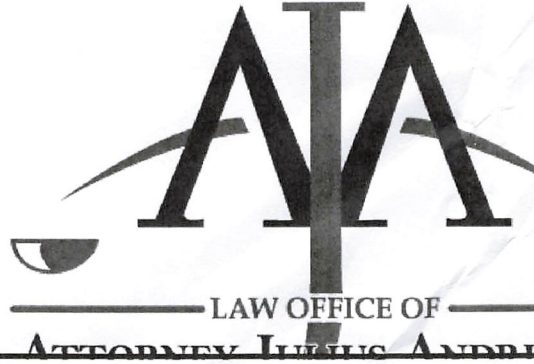
2/16/2024

ADDRESS:

*Andrius Law Firm, LLC 985 W. Oklahoma Ave,
Milwaukee WI 53215*

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081

MAR 13 2024



985 W. Oklahoma Ave., Milwaukee, Wisconsin 53215

Phone: 414-831-7929

Fax: 414-645-5512

March 8th, 2024

Via mail

City of Sheboygan Notice of Injury
City Clerk's Office
828 Center Avenue
Sheboygan, WI 53081

Re: Notice of Injury Irma Reyes and Jorge Martinez

Dear Clerk:

Please be advised that Ms. Irma Reyes and Mr. Jorge Martinez have retained our office to represent them regarding 1165446 incident that occurred on February 11th, 2024, between 3:20am and 3:43am, while riding a City of Sheboygan ambulance to Advocate Aurora emergency room. The ambulance driver pushed abruptly brakes causing Ms. Irma Reyes to hit the ambulance wall and to injure her head, right arm and right body side, also cuts in the right eyebrow and a under the right eye.

With this notice we also are requesting you to preserve all evidence including but are not limited to ambulance camera videos.

Very truly yours,

Julius Andrius
State Bar No. 1053784
414 831 7929, Andriusis@andriusislaw.com

enclosures: Copy of City of Sheboygan Notice of Damage or Injury

VI

R. C. No. 214 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 104-22-23 by City Clerk submitting a Summons and Complaint in the matter of Todd Wolf v. City of Sheboygan et al; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

F+P 23-24

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 104 - 22 - 23. By CITY CLERK. February 20, 2023.

Submitting a Summons and Complaint in the matter of Todd Wolf v. City of Sheboygan et al.

FAP

CITY CLERK

Rec'd 2-6-2023
MD

Item 11.

UNITED STATES DISTRICT COURT
for the
Eastern District of Wisconsin

)	
)	
)	
Todd Wolf)	
-----)	
Plaintiff(s))	
)	
v.)	Civil Action No. 23-CV-149
)	
City of Sheboygan, Ryan Sorenson, Charles Adams, Barbara)	
Felde, Roberta Filicky-Peneski, Amanda Salazar, Angela)	
Ramey, Grazia Perella, Zachary Rust, Dean Dekker, Betty)	
Ackley, Mary Lynne Donohue, Maya Hilty, Jill Pedigo Hall)	
-----)	
Defendant(s))	

SUMMONS IN A CIVIL ACTION

To: *(Defendant's name and address)* Ryan Sorenson, Charles Adams, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Angela Ramey, Grazia Perella, Zachary Rust, Dean Dekker, City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081

A lawsuit has been filed against you.

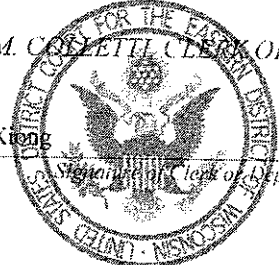
Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or the plaintiff's attorney, whose name and address are: Jennifer DeMaster, DeMaster Law LLC, 361 Falls Rd. #610, Grafton, Wisconsin 53024

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Date: 02/06/2023

GINA M. COBLETT, CLERK OF COURT

s/B. Xiong



Signature of Clerk or Deputy Clerk

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

Place an "X" in the appropriate box (required): Green Bay Division Milwaukee Division

I. (a) PLAINTIFFS

Todd Wolf

(b) County of Residence of First Listed Plaintiff Sheboygan
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)
DeMaster Law LLC, 361 Falls Rd #610, Grafton, Wisconsin 53024

DEFENDANTS

City of Sheboygan, Ryan Sorenson, Charles Adams, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Angela Ramey, Betty Ackley, Dean Dekker, Grazia Perella, Zach Rust, Maya Hilty, Mary Lynne Donohue, Jill Hall
County of Residence of First Listed Defendant Sheboygan
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 2 U.S. Government Defendant
- 3 Federal Question (U.S. Government Not a Party)
- 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | | | | | |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| | PTF | DEF | | PTF | DEF |
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input checked="" type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation - Transfer
- 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

42 USC 1983, United States Constitution, First Amendment and Fourteenth Amendment

Brief description of cause:

Termination and unlawful retaliation, violation of First Amendment and Fourteenth Amendment Due Process

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: Yes No

VIII. RELATED CASE(S) IF ANY

(See updated instructions):

JUDGE

DOCKET NUMBER

DATE
02/06/2023

SIGNATURE OF ATTORNEY OF RECORD
/s/ Jennifer DeMaster

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

TODD WOLF,

Plaintiff,

v.

Case No. 23-cv-149

JURY TRIAL DEMANDED

CITY OF SHEBOYGAN, MAYOR RYAN SORENSON in his individual and official capacity, CITY ATTORNEY CHARLES ADAMS in his individual and official capacity, ALDERWOMAN BARBARA FELDE, in her individual and official capacity, ALDERWOMAN ROBERTA FILICKY-PENESKI, in her individual and official capacity, ALDERWOMAN AMANDA SALAZAR, in her individual and official capacity, ALDERWOMAN ANGELA RAMEY, in her individual and official capacity, ALDERWOMAN BETTY ACKLEY, in her individual and official capacity, ALDERMAN ZACHARY RUST, in his individual and official capacity, ALDERMAN DEAN DEKKER, in his individual and official capacity, ALDERWOMAN GRAZIA PERRELLA, in her individual and official capacity, PRESIDENT SHEBOYGAN AREA SCHOOL DISTRICT MARY LYNNE DONOHUE, in her individual capacity; MAYA HILTY; and JILL HALL,

Defendants.

COMPLAINT

Plaintiff Todd Wolf, by his undersigned counsel, Jennifer DeMaster, hereby alleges as follows:

INTRODUCTION

1. Plaintiff Todd Wolf (“Mr. Wolf”) was one of the most successful and well-liked businessmen and public servants that the City of Sheboygan has ever known until he refused to play by the rules of the Sheboygan DEIB collective and their extremist political backers. When Mr. Wolf, a lean six-sigma black belt, walked away from the private sector to become Sheboygan’s City Administrator, he aimed to ensure the citizens and the City’s hardworking employees knew they had a transparent government that acted in their interest. Despite Mr. Wolf’s qualifications and successes, his integrity made him a target within his first year. In 2021, the Sheboygan DEIB “collective” installed certain individuals into trusted positions on the Common Council, the Mayoral seat, and one reporter at a local newspaper. The Sheboygan DEIB and installed officials wanted to strip Mr. Wolf’s powers after he denied their demands but were unsuccessful. However, when Mr. Wolf started defending employees and hiring real diversity experts, he became their main target. The goal to fire Mr. Wolf and damage his reputation hit a tipping point when Mr. Wolf finally spoke out to oppose harassment and threats for public funds and policy control.

2. Sheboygan’s Mayor and most of the Common Council publicly launched a vague “sham” investigation into Mr. Wolf’s “conduct” without any legitimate justification to make sure that his stature in the community was destroyed with the help from their “friendly reporter,” Maya Hilty. The defendants (and others) involved in this effort against Mr. Wolf did not actually care about diversity, equality, or inclusion. Indeed, Mr. Wolf brought on many “diversity initiatives” through qualified professionals; but not them. Mr. Wolf even offered to have them volunteer to train citizens and staff for City “Community Meetings,” but they wanted money. Their concern was not about “diversity,” but about money, influence, and power over the City to impose their ideologies on the employees and the citizens. Whomever stood in the way of *their* so-called

“equity” initiatives—especially Todd Wolf, whom they called a “white man of privilege”—would face severe retaliation if he disobeyed or refused them. This was a concerted effort between DEIB-affiliated elected officials, including a “news” reporter, all working in conjunction to destroy Mr. Wolf’s reputation with fabricated allegations and remove him as City Administrator without any chance for due process. This Complaint seeks to vindicate the egregious constitutional deprivations that Mr. Wolf suffered at defendants’ hands simply because he chose to play by the rule of law rather than the “rule of DEIB” in Sheboygan.

PARTIES

3. Plaintiff, Todd Wolf, was the City Administrator for the City of Sheboygan from July 7, 2020, to January 9, 2023. At all times material to the facts alleged in the foregoing complaint, Todd Wolf was a citizen of the United States and resident of the State of Wisconsin.

4. Defendant City of Sheboygan (“City”) is a municipality, organized pursuant to a body politic, organized under the laws of the State of Wisconsin, whose address is 828 Center Avenue, Room 103, Sheboygan, Wisconsin.

5. Defendant Ryan Sorenson is the Mayor for the City of Sheboygan and at all times material hereto. Sorenson was elected Mayor of Sheboygan on April 6, 2021, through the campaign leadership and advising of Defendant Mary Lynne Donohue. He is sued in his individual and official capacities.

6. Defendant Charles Adams is the City Attorney for the City of Sheboygan and at all times material hereto. Adams has been the City Attorney in Sheboygan for nearly two decades and spent many years working other positions in the Sheboygan City Attorney’s office prior to being named City Attorney. He is sued in his individual and official capacities.

7. Defendant Barbara Felde is an Alderwoman and President of Sheboygan's Common Council and has been at all times material hereto. Along with Filicky-Peneski, Feldi is considered "council leadership." She is sued in her individual and official capacities.

8. Defendant Roberta Filicky-Peneski is an Alderwoman and Vice President of Sheboygan's Common Council and has been at all times material hereto. Along with Feldi, Feldi is considered "council leadership." She is sued in her individual and official capacities.

9. Defendant Amanda Salazar is an Alderwoman on Sheboygan's Common Council and has been at all times material hereto. She is sued in her individual and official capacities.

10. Defendant Angela Ramey is an Alderwoman on Sheboygan's Common Council and has been at all times material hereto. She is sued in her individual and official capacities.

11. Defendant Dean Dekker is an Alderman on Sheboygan's Common Council and has been at all times hereto. He is sued in his individual and official capacities.

12. Defendant Betty Ackley is an Alderwoman on Sheboygan's Common Council and has been at all times material hereto. She is sued in her individual and official capacities.

13. Defendant Zach Rust is an Alderman on Sheboygan's Common Council and has been at all times material hereto. He is sued in his individual and official capacities.

14. Defendant Grazia Perrella is an Alderwoman on Sheboygan's Common Council and has been at all times material hereto. She is sued in her individual and official capacities.

15. Defendant Mary Lynne Donohue is a highly influential political power player in Sheboygan. She currently serves as the President of the Sheboygan Area School District Board of Education and has served as Chairman of the Board for Planned Parenthood of Wisconsin.¹ Prior

¹ *Planned Parenthood of Wisconsin Announces Opening of New Health Center in Milwaukee*, (Oct. 6, 2017), <https://www.plannedparenthood.org/planned-parenthood-wisconsin/inc/newsroom/press-releases/planned-parenthood-of-wisconsin-announces-opening-of-new-health-center-in-milwaukee-3>.

to the School District Board, Donohue served as an Alderwoman on Sheboygan's Common Council for several years. In addition to her many listed and other political and/or activist roles, Donohue is the Founder of the "Sheboygan Justice Equity" group under the "umbrella" of the Sheboygan DEIB. *See infra* ¶ 99.

16. Defendant Maya Hilty ("Hilty") is a reporter for Gannett Inc.'s "Sheboygan Press" and resides in Sheboygan, Wisconsin at all times material hereto. Hilty graduated college in 2021 and moved to Sheboygan.² Between October 2022 – January 2023, Hilty authored *six* articles targeting Mr. Wolf. As set for in the following paragraphs, all of Hilty's articles targeting Mr. Wolf since October 2022 have been used in some form to remove Todd Wolf from his position as City Administrator. *See infra* Conspiracy to Violate Mr. Wolf's Fourteenth Amendment Due Process Right. She is sued in her individual capacity.

17. Defendant Jill Pedigo Hall ("Hall") is an attorney with "VonBrieson and Roper"³ Hall has known Defendant Donohue for over thirty (30) years. Hall was contracted by Adams and Sheboygan's Common Council to investigate Plaintiff Todd Wolf. On information and belief, Hall was selected based on her association with Donohue to retain attorney-client privilege of the City's purported "investigation" into Plaintiff Todd Wolf aid in his removal by the Common Council. Hall is sued in her individual capacity.

VENUE & JURISDICTION

18. This case arises under the Constitution and laws of the United States, and subject matter jurisdiction is therefore proper under 28 U.S.C. §§ 1331 and 1343. This Court has authority to grant the requested declaratory relief pursuant to 28 U.S.C. §§2201 and 2202, and Fed. R. Civ.

² *Maya Hilty*, Sheboygan Press, Biography Page, <https://www.sheboyganpress.com/staff/7964665002/maya-hilty/>.

³ *Jill Pedigo Hall*, vonBrieson & Roper, <https://www.vonbrieson.com/people/jill-pedigo-hall>.

P. 57. This Court has authority to award damages and to issue injunctive relief pursuant to 42 U.S.C. § 1983. This Court has authority to award attorneys' fees and costs pursuant to 42 U.S.C. § 1988.

19. The events or omissions giving rise to this cause of action occurred in Sheboygan County, Wisconsin, which is within the Eastern District of Wisconsin, Milwaukee Division. Venue is therefore proper under 18 U.S.C. § 1391(b)(1) and (2).

RELEVANT FACTUAL BACKGROUND

Sheboygan's City Administrator Todd Wolf

20. Todd Wolf ("Mr. Wolf") was born in Ventura, California to an impoverished family and has spent the last forty years of his life living in Sheboygan, Wisconsin.

21. Forced to be "on his own" at the age of seventeen, Mr. Wolf worked multiple jobs from a young age, eventually rising through the ranks to management because of his integrity, honesty, skill, and work ethic in the private sector. A true and accurate copy of some of Mr. Wolf's Letters of Recommendation are attached to this complaint as Exhibit A.

22. Mr. Wolf put himself through college and obtained his master's degree while continuing to work full-time and being a devoted husband and father as a City of Sheboygan ("city") resident.

23. Beginning in 2011, Mr. Wolf agreed to serve on various city committees and commissions because he wanted to improve his home in Sheboygan and desired to eventually shift to full-time public sector employment.

24. Mr. Wolf was elected as an Alderman on the Sheboygan Common Council in 2015.

25. As an Alderman and committee volunteer, Mr. Wolf studied the challenges, makeup, and inner workings of Sheboygan between 2011 – 2020 to ensure that he was well-equipped to someday become an effective public servant for the City of Sheboygan.

26. Mr. Wolf served as the Vice President of the Common Council for one year (under Donohue as President) and then as President for four years, with Donohue serving as his Vice President of the Council.

27. During the years Mr. Wolf served as an Alderman and on various Sheboygan committees, Mr. Wolf's integrity, honesty, character, and beliefs were never attacked nor questioned.

28. Defendant Mary Lynne Donohue ("Donohue") supported Mr. Wolf's appointment as City Administrator in 2020.

29. Mr. Wolf walked away from his successful private sector career when he accepted the role of Sheboygan's City Administrator in June 2020—at the height of the COVID 19 pandemic. A true and accurate copy of a Press Release Naming Mr. Wolf as City Administrator from 6-23-2020 is attached to this complaint as Exhibit B.

30. Within both the public and private sector, Mr. Wolf was considered a widely respected and well-liked leader, manager, and public servant in Sheboygan. True and accurate screen shots from *several city employees* is attached to this complaint as Exhibit C. (The messages are redacted to protect the various employees from retaliation). *See also* Ex. A.

31. As City Administrator from 2020-2023, Mr. Wolf was highly admired, respected, and well-liked by nearly every employee and department head who worked with him. *Id.*

32. Both of Mr. Wolf's performance reviews by the Council were "outstanding" with a score of 3.96 in 2020 and 3.5 for 2021. A true and accurate copy of Mr. Wolf's performance reviews from the City is attached to this complaint as Exhibit D.

33. Mr. Wolf achieved outstanding success in the short time as Sheboygan's City Administrator, including *first-ever* internal audits, wage studies and increases, cutting large amounts of wasteful spending, and implementing long overdue processes into Sheboygan's City government. A true and accurate copy of Mr. Wolf's accomplishments as City Administrator in Sheboygan is attached to this complaint as Exhibit E.

34. In 2021, Mr. Wolf was nominated for Sheboygan County Chamber's MVP of the Team Award."⁴

35. On August 7, 2022, Employ Humanity announced Mr. Wolf was awarded as and "Inspirational Leader" based on Mr. Wolf's "extraordinary ability to lead, serve and inspire." A true and accurate copy of an email naming Mr. Wolf for this award is attached to this complaint as Exhibit F.

Mr. Wolf's Duties and the City Administrator Laws

36. Sheboygan's Common Council ("the council") created the City Administrator position in 2011 by General Ordinance and amended that Ordinance in 2014 ("City Administrator Ordinance"). A true and accurate copy of the 2014 City Administrator Ordinance in effect when Mr. Wolf was hired in June 2020 is attached to this complaint as Exhibit G – 2014 ORDINANCE.

37. The Ordinance stated in 2020 that the City Administrator can only be removed for "cause" by a vote of three-fourths of the Common Council. *Id.*

⁴ The details of this award nomination are in Mr. Wolf's prior office at the City, and Mr. Wolf has not been permitted to access his office since he was placed on leave and ultimately removed from his position.

38. Mr. Wolf also signed an employment agreement (“Agreement”) in June 2020 that served as “additional” benefits and assurances. A true and accurate copy of Mr. Wolf’s employment agreement is attached to this Complaint as Exhibit H.

39. The “City Administrator Ordinance” was slightly amended in 2021 to officially change the name from “Chief Administrative Officer” to “City Administrator” and edit the “council vote” for “cause” number from “three-fourths” to “four-fifths.” A true and accurate copy of the 2021 amendment to the City Administrator Ordinance is attached to this complaint as Exhibit I.

40. In his Agreement, the City agreed to provide Mr. Wolf with payment of his Wisconsin City/County Manager Association (“WCMA”) fees. Ex. H ¶ 5.

41. The Agreement also specified that the City encouraged professional development and would provide for professional development expenses incurred to achieve these educational objectives within the State of Wisconsin. *Id.* at ¶ 6.

42. Pursuant to this provision, and with the agreement of Common Council (“council”) leadership within the city’s budget for the 2021, 2022 and 2023 years, Mr. Wolf enrolled in and began classes for his Certificate in Public Management (“CPM”) at the University of Wisconsin (“UW”) Madison and his master’s degree in public administration (“MPA”) at UW Milwaukee.

43. Mr. Wolf has not yet completed either educational degree or certification.

44. Mr. Wolf’s Agreement imposed an automatic “severance” payment to Mr. Wolf if the City took *any action* that the Agreement defined as a “termination” including a “reduction in pay” or modification of his Mr. Wolf’s job duties as City Administrator, as well as a termination without cause. *Id.* at pp. 2-4.

45. The Agreement expressly states that “[n]othing in this agreement shall contravene the [City Administrator] ordinance” pertaining to a removal of the City Administrator for cause.

Id. ¶ 16.

46. The Agreement does *not* contain a single line nor provision that a “termination without cause” is valid, lawful, or effective. *Id.*

47. Under the current City Administrator Ordinance, the City Administrator’s duties are only outlined as the “authority and powers prescribed by the common council.” Ex. I.

48. The City Administrator in Sheboygan is considered an “administrative arm” of the “legislature.” A true and accurate copy of a Memo on the Powers of the Mayor and City Administrator from City Attorney Charles Adams to Mr. Wolf on 1-21-2021 is attached to this complaint as Exhibit J.

49. The City Administrator in Sheboygan is not an “executive” position that ensures compliance with the laws. *Id.* at p. 7.

50. As part of his duties prescribed by the Common Council, Mr. Wolf introduced an annual budget to the Common Council for the *next* year by October of the previous year for the Council’s adoption and implementation. *Id.* at pp. 7-11.

51. By August of the previous year, department heads would present their budget requests to Mr. Wolf, and between September and October, Mr. Wolf would accept or reject the department budget requests and determine the final numbers based on each department’s needs.

52. Mr. Wolf’s budget for 2023 was approved by the Council in October 2022.

53. The City Administrator is authorized, when necessary, to suggest that the Council put out a Request for Proposal (“RFP”) when necessary for specific department or City needs within the purview of the annual budget each year.

54. An RFP is a resolution memorandum sent out to the public asking for proposals to be submitted to the City to assume specific roles, jobs, or contracted assignments based on City needs as specific in the RFP.

55. The City's Employee Handbook outlines the Grievance Procedure for employees, with most grievances being handled by the City Administrator. A true and accurate copy of the City of Sheboygan's Employee Handbook is attached to this complaint as Exhibit K.

56. The City has no grievance procedure via Ordinance or Handbook for the City Administrator. *Id.*

Other Relevant Roles and Positions in the City of Sheboygan Government

57. Sheboygan has a "Mayor-Council" form of government under Wis. Stat. § 62.09.

58. As Mayor of Sheboygan, Sorenson's duties include ensuring "the city ordinances" are followed and upheld. *See* Ex. J.

59. The Mayor is the "presiding officer" of the Common Council and the head over the Sheboygan Police and Fire Departments. *Id.*; Wis. Stat. § 62.09(8)(d).

60. In the event of any dispute regarding whether a duty falls to the Mayor or the City Administrator, the Mayor is considered the "executive branch" and the Administrator is the "legislative branch." Ex. J at p. 7.

61. The Mayor is considered the Chief Executive Officer over the City's day-to-day operations and makes sure that City ordinances are upheld. *Id.* at p. 4.

62. The Mayor has not held power or authority over the City budget since 2011, when the City Administrator position was created.⁵

⁵ *Sheboygan Officials wants to take power from Mayor*, Pioneer Press (Sept. 7, 2011), <https://www.twincities.com/2011/09/07/sheboygan-officials-want-to-take-power-from-mayor/>.

63. On or around mid-2022, Sorenson asked a citizen affiliated with the Sheboygan DEIB to draft a “city grant proposal” for a large government grant that would directly benefit the citizen’s business.

64. When Mr. Wolf discovered this effort by Sorenson, he told Sorenson that asking a citizen to draft a public grant proposal that will directly benefit *that* citizen is not legal; and Sorenson appeared upset.

65. Sheboygan’s City Clerk is Meredith DeBruin (“Ms. DeBruin”).

66. Ms. DeBruin is the main contact for public records requests under Wisconsin Open Records Laws and all officials have named DeBruin as custodian, but Ms. DeBruin does not authorize nor disclose any records without the express authorization of the City Attorney. *See* Wis. Stats. § 62.09(11); Sheb. Muni Code 2-838(d).

67. Ms. DeBruin takes the official “minutes” for all Common Council closed sessions.

68. In the 8+ years Mr. Wolf served as an Alderman and City Administrator, Ms. DeBruin has always taken “handwritten” minutes in council’s closed sessions and stored those minutes in her files.

69. The City Attorney has repeatedly advised all City officials to not “re-type” any handwritten minutes because both documents (the handwritten notes and typed notes) would be subject to public records requests.

70. Defendant City Attorney Charles Adams (“Adams”) is elected, but his annual budget is determined by the City Administrator, who, until recently, was Mr. Wolf.

71. Adams helped draft the City Administrator ordinance stating Mr. Wolf could only be removed for “cause,” as well as Mr. Wolf’s employment agreement, that expressly states it does not “contravene” the City Administrator Ordinance. *See* Ex. H ¶ 16.

72. On multiple occasions, Mr. Wolf approached Adams and asked that he provide legal advising for the City department heads to help them and the employees, but Adams responded, "I only advise the Mayor and Common Council."

73. Adams told Mr. Wolf that department heads and City employees needed to retain their own legal counsel if they had questions or legal concerns.

74. The City Attorney's office under Adams has one full time Assistant City Attorney ("ACA"), one part time ACA, and two employees classified as professional full-time paralegals or legal assistants solely for Adams' "advising the Mayor," Council, ordinance enforcements, and reviewing contracts.

75. On at least two occasions, Adams declined to provide any legal representation or advise City departments in need of legal counsel when Mr. Wolf requested his assistance and Adams felt that Mr. Wolf was "questioning" his capabilities.

76. Adams asked Mr. Wolf for additional attorneys and a larger budget for the City Attorney's office, but Mr. Wolf declined Adams' requests given Adams' refusal to advise or represent City department heads on legal matters and the City's consistent need to retain outside counsel despite Adams' high salary and tenure with the City.

77. The Director of Sheboygan's Department of Planning and Development is Chad Pelishek—a nearly sixteen-year veteran city employee.

78. Mr. Pelishek's main duty is to approve how and to whom the City will spend all Community Development Block Grant (CDBG) money that it obtains from the state and federal government pursuant to various regulations.

79. Another area under Mr. Pelishek's purview is Sheboygan's "Community Meetings" where each Sheboygan community neighborhood arranges a monthly meeting to discuss neighborhood issues, concerns, events, or ideas together ("Community Meeting").

80. To support these Community Meetings, one City employee acts as a "liaison" for the citizens who lead the meetings to help them find speakers, guests, attendees, or venues for their monthly meetings ("city liaison").

81. This City liaison works under Mr. Pelishek and is part of the Planning and Development Department.

Mr. Wolf Turns Down Requests by Donohue and the Sheboygan DEIB

82. On information and belief, Donohue believed Mr. Wolf would do whatever she asked after she supported his appointment as City Administrator.

83. Within days of Mr. Wolf being named City Administrator in 2020, Donohue told Mr. Wolf to fire Chad Pelishek, who oversees government grant funding, saying, "you gotta get rid of that Chad guy."

84. Mr. Wolf declined this request, and then Donohue asked Mr. Wolf to introduce for Council passage a new RFP for the City to hire a DEIB "diversity consultant" referencing the "Sheboygan DEIB" umbrella and Donohue's "Sheboygan Justice Equity" group. A true and accurate copy of Donohue's drafted RFP that was emailed in October 2022 to Council is attached to this complaint as Exhibit L.

85. Mr. Wolf refused to introduce Donohue's RFP request on at least two occasions in 2020 and 2021. *Id.*

86. After Mr. Wolf refused Donohue's RFP requests, Donohue helped run Sorenson's Mayoral campaign to help him get elected in 2021.

87. On information and belief, Donohue told Sorenson that she intended to help him get elected as Mayor to help him “take back power” from the “City Administrator” (Mr. Wolf).

88. Sorenson has repeatedly referred to Donohue as his “mentor.”

89. On information and belief, the day after Sorenson was elected Mayor, the City’s (then) Human Resources Director, Vicky Schneider (“Ms. Schneider”), exclaimed that the “power” was finally “going to go back to Ryan” and would be taken away “from Todd [Wolf].”

90. During training for the new incoming Alderpersons in 2021, Defendant Amanda Salazar also stated that the powers needed to go back to the Mayor (away from the City Administrator).

91. In October and November 2021, Sorenson told Ms. Schneider on multiple occasions that Mr. Wolf “had a target on her back,” and that Mr. Wolf sent people to “spy on her.”

92. In January 2022, Ms. Schneider filed a complaint with the Wisconsin Department of Workforce Development (“DWD”) naming Mr. Wolf as “discriminating” and “retaliating” against her relying almost entirely on Sorenson’s statements to her about Mr. Wolf. A true and accurate copy of Schneider’s Rebuttal to the City’s Response to her complaint is attached as Exhibit M.

93. Listed in Schneider’s complaint *against the City of Sheboygan* as “corroborating witnesses” are Defendants Adams and Sorenson—the current City Attorney and Mayor of Sheboygan. *Id.* at p. 9.

94. The City retained attorney James Macy (“Attorney Macy”) to defend against Ms. Schneider’s DWD complaint, and Macy agreed to conduct a full investigation into her factual allegations.

95. On information and belief, in the summer of 2022, Attorney Macy reported to Sorenson, Adams, and the Council that Mr. Wolf did nothing wrong, and Ms. Schneider's factual allegations against Mr. Wolf were inaccurate following his internal investigation.

96. The DWD dismissed all but one of Schneider's claims on November 10, 2022, with the remaining claim resting almost exclusively on Sorenson's comments and comments from Adams' employee. A true and accurate copy of the DWD's Initial Determination is attached to this complaint as Exhibit N.

97. Following Attorney Macy's investigation report and Mr. Wolf's "Employ Humanity" award nomination, Director of Senior Services Emily Rendall-Araujo (Ms. Rendall-Araujo) and Sorenson became very "close" and left City Hall almost daily to take "walks" and would constantly text one another on their cell phones or using the app "Signal" during business hours.

98. On information and belief, Defendant Mayor Ryan Sorenson prohibited the City from publishing Mr. Wolf's "Employ Humanity" award nomination in August 2022 on any public website or City platform. *See Ex. F.*

99. On August 17, Donohue emailed the Council members to express her displeasure against Mr. Wolf's denying wage increases for the part-time library "Pages" based on a City-wide wage study Mr. Wolf authorized by the firm Carlson Dettmann, calling Mr. Wolf's decision "nasty." A true and accurate copy of Donohue's email to the Council is attached as Exhibit O.

100. On August 16, at the City's "Community Meeting," an unknown man entered the meeting and used a derogatory racial slur. *Supra* ¶ 79.

101. The incident with the unknown man was reported by the City liaison to her supervisor, Chad Pelishek ("Mr. Pelishek").

102. Sorenson refused to respond to Mr. Pelishek's requests for guidance or assistance, so Mr. Pelishek raised his concerns about the incident at the City's department head meeting on August 22, to obtain guidance and help from other department heads on how to address racism at the City's Community Meetings.

103. Mr. Wolf retained an HR expert consultant to be present at the department head meetings to advise on any HR-related concerns.

104. Present at the August 22 meeting were all 15 City department heads, the HR consultant, Mr. Wolf, and one other City employee.

105. At the meeting, Mr. Pelishek told the attendees about the August 16 "slur" incident stating *only* that the unknown man used "a derogatory racial slur" and Mr. Pelishek wanted help on how to address racist behaviors by citizens during the City's Community Meetings.

106. Ms. Rendell-Araujo asked Mr. Pelishek to tell her what the derogatory phrase was, and Mr. Pelishek said, "what he said was..." in response to Rendell-Araujo's request to hear the racial slur that was used.

107. The official "minutes" of the August 22, 2022, meeting did not disclose any information or details about the "slur exchange," nor did it describe the August 16 incident that Mr. Pelishek had raised. A true and accurate copy of the official August 22 department head meeting "minutes" is attached to this complaint as Exhibit P.

108. Several hours after the meeting, Sorenson told Mr. Wolf that Rendell-Araujo disclosed the August 22 exchange to the public, and Sorenson asked if Mr. Wolf was going to "talk to" Rendell-Araujo about her disclosures, and Rendell-Araujo admitted to Mr. Wolf that she disclosed the "slur exchange" to the public.

109. Following Sorenson's statements, Mr. Wolf called an "emergency meeting" on August 26 to be led by a qualified HR diversity advisor to address what occurred and the disclosures of the meeting.

110. At the August 26 meeting, Sorenson and Adams joined all 15 department heads and Mr. Wolf in training on maintaining a "safe space" for employees like Mr. Pelishek to report concerns about racism.

The Final Steps to Remove Todd Wolf as City Administrator

111. On information and belief, Donohue, Sorenson, and Adams agreed in September 2022 to use Rendall-Araujo's public disclosures to have Sheboygan Press's Maya Hilty make it appear as though Mr. Wolf had "leaked" the confidential meeting information to the public to generate enough public outcry that would lead to Council finally removing him with "cause."

112. On information and belief, Hilty became personally involved with Donohue's associates and leaders affiliated with the Sheboygan DEIB collective in 2022.

113. Hilty has used her platform as a reporter for the Sheboygan Press to advocate for DEIB ideologies and promote BLM and other social justice initiatives. A true and accurate copy of an article about DEIB initiatives in Sheboygan is attached to this complaint as Exhibit SS.

114. Hilty has used Sheboygan DEIB individuals in her articles on several occasions between January 2022 – October 2022. See e.g. *id.*

115. Hilty knew the "slur exchange" was confidential information that was disclosed without authorization or via a lawful public records request. Ex. P.

116. Hilty emailed *only* Mr. Wolf on September 12, 2022, to request an "interview" with him about Mr. Pelishek using a racial slur. A true and accurate copy of Hilty's email requesting comment from Mr. Wolf is attached to this complaint as Exhibit Q.

117. Mr. Wolf blind-copied Adams on his response to Hilty because Mr. Wolf knew that Adams' job was to assess authorizations about confidential information that Hilty had been provided. *Id.*

118. Mr. Wolf stated that he *and* Sorenson would meet with her together based on a directive from Council President and Vice President Felde and Filicky-Peneski that the Mayor and City Administrator should be present together for Hilty's interview.

119. Mr. Wolf arranged the interview with Hilty, himself, and Sorenson to be on September 20, which Hilty claimed was her article deadline.

120. Without his knowledge, Mr. Wolf discovered that Sorenson separately arranged a *private* meeting with Hilty outside of City Hall on September 16, when Mr. Wolf would be out of the office. A true and accurate copy of emails between Hilty and Mr. Wolf about her separate meeting with Sorenson is attached as Exhibit R.

121. On September 16 when Mr. Wolf was out of the office, Sorenson obtained several confidential City documents related to diversity initiatives *that Mr. Wolf had implemented* and left City Hall.

122. On information and belief, Sorenson took these confidential documents to his private meeting with Hilty.

123. Mr. Wolf asked Hilty for her questions in advance, and she provided 5 questions that would pertain to the job duties of both Sorenson and Mr. Wolf.

124. Prior to the September 20 interview, Mr. Wolf sought legal counsel from Adams, Felde and Filicky-Peneski about Hilty's email regarding Mr. Pelishek and what he should say to Hilty in the interview.

125. Neither Felde, Filicky-Peneski, nor Adams told Mr. Wolf not to comment on, nor confirm Hilty's information; and Adams only response was, "less is more."

126. At the September 20 interview with Sorenson and Hilty, Hilty asked several additional questions that she had not previously disclosed to Mr. Wolf, and the vast majority of her questions were specifically targeted at Mr. Wolf.

127. Mr. Wolf pled with Hilty not to publish the information about the August 22 "slur exchange" to harm "the director" (Pelishek) because he was concerned that the information was leaked to harass Mr. Pelishek and stated to Hilty that people should feel "safe" to report racism instead of scared that they will be retaliated against and harassed as "racist."

128. Mr. Wolf never once mentioned a single employee name to Hilty on September 20, and Hilty followed up on September 26 asking Mr. Wolf to "be specific."

129. By October 5, Mr. Wolf thought that Hilty had decided not to publish her article after pleading with her to refrain from harassing Mr. Pelishek for reporting racism.

130. Mr. Wolf remained concerned about Pelishek and other employees who had tried to report racism and discrimination but were all ignored by Adams, Sorenson, and Felde.

131. Following the pressure from Sorenson, Felde, Donohue and others to do more with the Sheboygan DEIB, Mr. Wolf had a City employee, Abby Block, arrange a meeting with them because he knew Ms. Block had their contact information.

132. Mr. Wolf had been told by two other DEI professionals that the Sheboygan DEIB had a "list of approved experts" in "DEIB" matters that they would be able to share with the City to help in the community meetings.

133. Ms. Block arranged a lunch on October 5, outside of City Hall for Mr. Wolf, Chad Pelishek, and Ms. Block to meet with two Sheboygan DEIB representatives, Ale Guevara (“Guevara”) and Jamie Haack (“Haack”), at Sheboygan’s “Black Pig” restaurant on 8th Street.

134. Ms. Block warned Mr. Wolf and Mr. Pelishek that Guevara and Haack would likely “ask for money” prior to the lunch meeting.

135. Present at the October 5 lunch meeting was Mr. Wolf, Chad Pelishek, Abby Block, and the Sheboygan DEIB’s Guevara and Haack.

136. At the lunch, Mr. Wolf asked if the women would provide their “list of approved experts” to help the citizens address racism issues at the “Community Meetings,” and the women said they did not have a list and would need to be paid to create their “list.”

137. One of the women asked Mr. Wolf what the budget was for “DEI” funding, and Mr. Wolf declined to provide that information.

138. They said their budget to do “DEI” work for the City was \$70,000.00 and then told Mr. Wolf that “their time was valuable,” and they “have to get paid.”

139. Neither Guevara nor Haack provided Mr. Wolf with any proposals, paperwork, nor information related to how their operation would work with the City budget they were looking for.

140. Mr. Wolf told them that he would not pay them City money, and Guevara responded that if he didn’t pay the Sheboygan DEIB, they would “oppose” him, his policies, and anyone he used for diversity that was not with them.

141. Hilty decided to publish her article five days after the October 5 lunch with the title, “City Leader Uses Racial Slur,” with several quotes and comments from Guevara. A true and accurate copy of Hilty’s 10-10-2022 article about Mr. Wolf is attached as Exhibit S.

142. In Hilty's article, Guevara stated that community members had "already been concerned about equity and inclusion issues in [Sheboygan's] government" and called on "city leaders" to "do something" about it. *Id.*

143. Hilty characterized Mr. Wolf as caring more about the unauthorized disclosure than "a white department head repeat[ing] the racist term." *Id.*

144. In the article, Hilty implied that Sorenson was responsible for the diversity training that Mr. Wolf had implemented, the details of which were contained in the confidential documents that Sorenson took on September 16 prior to his meeting with Hilty. *Id.* at p. 6. *Supra* ¶ 140.

145. Immediately following Hilty's article, Sorenson told the public to email the Common Council about Mr. Wolf's position as City Administrator in response to Hilty's article. A true and accurate photograph of a copy from an email affirming Sorenson's request is attached to this complaint as Exhibit T.

146. Following Hilty's article, Defendants Felde, Filicky-Peneski, and Sorenson ordered Mr. Wolf "not to speak to the media" about anything.

147. In addition to Sorenson asking the public to send emails to the Council members about Mr. Wolf, Sorenson also encouraged the public to show up to speak at the Council's Public Meeting about Mr. Wolf and Hilty's article on October 17, 2022.

148. Hilty, Jamie Haack, Vicky Schneider, and many other people affiliated with Donohue and the Sheboygan DEIB were present at the October 17 Council meeting.

149. Prior to the meeting, Sorenson ordered Mr. Wolf to sit directly in front of Schneider and had Adams sit in Mr. Wolf's seat at the Council table.

150. Jamie Haack from the October 5 Black Pig lunch gave a public speech at open session asking Council to “re-evaluate” Mr. Wolf’s position in “response” to Hilty’s article.⁶

151. Donohue’s associate on the SASD Board, Sarah Ruiz-Harrison, also gave a public speech asking Council to terminate Mr. Wolf in response to Hilty’s article.⁷

152. During the closed session on October 17, 2022, Haack spoke for several minutes with Defendant Alderwoman Angela Ramey.

153. On October 17, the Council met in closed session to discuss action against Mr. Wolf and Mr. Pelishek. A copy of the 10-17 closed minutes that Defendant Adams authorized for release is attached as Exhibit U.

154. On October 24, the Council met again in closed session to discuss action against Mr. Wolf related to Hilty’s articles. A copy of the 10-24 closed minutes that Defendant Adams authorized for release is attached as Exhibit V.

155. On October 26, 2022, Hilty published a *second* article about the “outrage” against Mr. Wolf and Pelishek because of the “racism” in City Hall. A true and accurate copy of Hilty’s 10-26-2022 article about Mr. Wolf is attached as Exhibit W.

156. In her October 26 article, Hilty admitted that her articles alone were generating the public outcry to remove Mr. Wolf. *Id.*

157. On October 27, Hilty published a *third* article about Mr. Wolf describing Schneider’s DWD complaint from January 2022. A true and accurate copy of Hilty’s 10-27-2022 article about Mr. Wolf is attached to this Complaint as Exhibit X.

158. On October 28, Donohue sent all the Council members her RFP that Mr. Wolf had rejected to consider requesting funding and policy initiatives from the Sheboygan DEIB. A true

⁶ <https://youtu.be/3T9nkJknLCI>.

⁷ *Id.*

and accurate copy of Donohue's email to the Council about her RFP is attached as Exhibit Y. *See also* Ex. L for the attachment to Donohue's email.

159. On November 1, Defendant Filicky-Peneski told Mr. Wolf, at that time, there were only five Council members in favor of removing Mr. Wolf because of twelve (12) emails from the "public" that Sorenson had requested.

160. Filicky-Peneski told Mr. Wolf that Sorenson was "hanging his hat" on the Sheboygan DEIB and that they were gaining a lot of "power" in the City.

161. Between October 17 and November 1, Defendants Felde and Filicky-Peneski told Mr. Wolf that the pressure to act against him and Mr. Pelishek was *not* in any way "about his performance" but purely because of Hilty's articles.

162. On November 1, Sorenson met with Guevara and another Sheboygan DEIB representative in his office.

163. On information and belief, Adams stated during this time that he "would do anything to get rid of Todd [Wolf]."

The City Publicly Announces an Investigation into Mr. Wolf's "Conduct" on November 7

164. Mr. Wolf began to suffer severe emotional and physical distress in October and early November due to the harassment of Mr. Pelishek and the trauma that other City employees were experiencing after witnessing the retaliatory efforts against Mr. Pelishek for reporting racism.

165. Mr. Wolf wanted City officials to be aware that their actions against Mr. Pelishek (and himself for defending Pelishek) would lead to employees never reporting racism incidents or other inappropriate behaviors for fear of that being leaked or them being harassed and targeted the way Mr. Pelishek was.

166. In wanting to address these concerns, Mr. Wolf sent all ten Alderpersons on the Council a confidential email and letter on November 7, 2022, at approximately 3:00 PM (“confidential council letter”). A true and accurate copy only of Mr. Wolf’s *email only* is attached to this complaint as Exhibit Z.

167. Mr. Wolf marked his email and the attached letter as “confidential” to ensure that information about specific employees or individuals’ names would be protected. *Id.*

168. The “confidential council letter” stated that Haack and Guevara had requested money from the City, and Mr. Wolf expressed his suspicions that Hilty may have been told by the Sheboygan DEIB to publish her article about the August 22 “slur exchange” *after* the Black Pig meeting to see whether he might finally pay them.

169. Mr. Wolf’s “confidential council letter” was to express his concern that Guevara and Haack had been so involved in the “public efforts” to remove him given Guevara’s quotes in Hilty’s article and Haack’s public speech and communications with Alderwoman Ramey *and Hilty* during closed session at the October 17 Council meeting.

170. Mr. Wolf did not receive any response or communication from the Common Council following his email.

171. At 6:00 pm on November 7, 2022, the Council held their next public meeting and went into closed session for approximately two hours. A true and accurate copy of the Agenda from the November 7 Council meeting is attached as Exhibit RR.

172. At approximately 9:00 pm, Council returned from closed session, and in open session via livestream, Defendant Barbara Felde publicly read the following motion:

“I am making a motion to place Administrator [Todd] Wolf on paid administrative leave effective immediately, for the purpose of investigating allegations and concerns regarding his conduct with

direction to authorize the city attorney to hire outside counsel to conduct the investigation.”⁸

173. The vote succeeded with Alderpersons Felde, Filicky-Peneski, Salazar, Ramey, Perrella, Rust, Ackley, and Dekker voting in favor, and Sorenson voted to adjourn the meeting.⁹

174. Mr. Wolf was given no prior notice of the “allegations” related to his “conduct” prior to the Council’s public announcement on November 7, 2022.

175. Immediately following the meeting, Adams approached Mr. Wolf, asked him to turn over his City laptop, and personally escorted Mr. Wolf out of City Hall without giving him an opportunity to gather any of his personal belongings in his office.

176. Adams did not give Mr. Wolf any other information about Council’s public motion, the “allegations” against him, or what alleged “conduct” he was being investigated for while Adams’ escorted Mr. Wolf from City Hall.

177. No Council member present at the November 7 meeting gave Mr. Wolf any details about the alleged “conduct” that he was to be investigated for.

Mr. Wolf’s Recorded Statement for a Sheboygan Radio Station

178. Mr. Wolf arrived at his home at approximately 9:30 pm on November 7, 2022, and was contacted by a local Sheboygan radio station, WHBL, to see if he wanted to respond or make a statement in response to the Council’s public announcement investigating his conduct following the meeting.

179. Mr. Wolf recorded a short statement at approximately 10:00 pm from his private home on November 7 that would air on November 8, during their morning radio news show.

⁸ Sheboygan Common Council Public Meeting, WCSC YouTube, November 7, 2022, *available at* <https://youtu.be/RniRbk67aG0>.

⁹ *Id.*

180. Mr. Wolf stated that he “denied a request for \$70,000 of taxpayer money to members of the Sheboygan DEIB group” who stated they would “oppose” him if he didn’t give them money and that these individuals went to the Common Council and “they listened.”

181. Mr. Wolf stated that that he was “blindsided” to learn of his suspension “without any notice, details, allegations or cause against [himself]” and “escorted out of the City like a criminal.”

182. Mr. Wolf also expressed concern about the way this was handled so surprisingly without any notice “in the dark of the night.”

183. At the time Mr. Wolf recorded his statements, not a single City ordinance nor anything in the employee handbook referenced an “administrative leave” as distinguished from a “suspension.”

184. In November, the “Sheboygan DEIB” was not a registered entity in any form under the Wisconsin Department of Financial Instruction.

185. Mr. Wolf did not state Guevara or Haack’s name in any public statement nor to any private individual third party while he was City Administrator.

186. Mr. Wolf’s statement was questioning whether the City was effectively being “run” by members and affiliates of the Sheboygan DEIB.

The City’s “November Directives” on Mr. Wolf & the Republican Event

187. At approximately 11:30 pm on November 7, 2022, Adams’ ordered a Sheboygan police officer to serve a letter (“November 7 directive”) on Mr. Wolf at his private home in front of his family.

188. The November 7 directive ordered Mr. Wolf to “not speak with any city employees or individuals.” A true and accurate copy of the November 7 Directive letter to Mr. Wolf is attached as Exhibit AA.

189. The letter did not state which “individuals” Mr. Wolf was not to speak with nor did the letter state any exception for the City’s police and fire department employees in case of an emergency during his “leave.”

190. The November 7 letter from Adams to Mr. Wolf stated in relevant part:

“Henceforth, you are not authorized to speak with any city employees or individuals conducting city business. This prohibition applied to all means of communications. You are not authorized to speak to the media about City matters. You are not allowed within all City facilities except upon invitation by council leadership, Mayor Sorenson or the City Attorney. You may not access City emails or computer systems. Failure to abide these restrictions will be deemed insubordination and may subject you to discipline. If you would like to retrieve any of your belongings, please contact Attorney Adams to coordinate that. Mayor Sorenson, council leadership or the City Attorney’s office may contact you in the near future regarding the investigation and related issues. Please make yourself available for those discussions.” *Id.*

191. Mr. Wolf was not given this letter during the Council meeting on November 7.

192. The letter was served at 11:30 pm the night before the Wisconsin November midterm elections.

193. Mr. Wolf’s voting precinct is in the City of Sheboygan and every poll worker on November 8 is considered a “City employee or individual.”

194. The letter did not provide any exception for Mr. Wolf to “speak” to poll workers at his voting precinct during the November 8 midterm elections.

195. The November 7 letter from Adams did not specify which “City” properties he was not to “step foot on.”

196. Both the Sheboygan Police Department and the Sheboygan Fire Department are considered City properties.

197. On or around November 23, the Chairman of the Sheboygan County Republican Party reached out to Mr. Wolf and asked if he would speak at their annual caucus meeting on November 28.

198. Mr. Wolf agreed to provide a short speech addressing general concerns about “DEIB” efforts within City governments several days prior to the November 28 Republican annual caucus meeting.

199. By November 28, 2022, Mr. Wolf had not received a single letter, record, or document from the City giving him details about the investigation into his “conduct.”

200. Indeed, almost one month after he was placed on leave, Mr. Wolf was not given a single ounce of information about the investigation or the “allegations” that Council publicly referenced into his “conduct.”

201. On November 28, at 12:00 pm, the Chairman of the Sheboygan County Republican Party sent out a Press Release announcing that Mr. Wolf would be speaking at the annual caucus at 6:45 pm that evening. A true and accurate copy of the email from the Sheboygan County GOP announcing Mr. Wolf as a speaker at the event is attached as Exhibit BB.

202. At approximately 4:45 pm on November 28, 2022, Mr. Wolf was, again, personally served at his home, in front of his family and neighbors, by the City of Sheboygan Police Department with another letter from Adams telling Mr. Wolf that “Council” was informed of his intention to speak at the Sheboygan County Republican event (“November 28 Directive”). A true and accurate copy of the “November 28 Directive” served on Mr. Wolf is attached to this complaint as Exhibit CC.

203. The November 28 Directive on Mr. Wolf further ordered that he was also not allowed to speak “at any event” about “City matters.” *Id.*

204. The “November 28 Directive” did not define what constituted “City matters.”

205. Mr. Wolf feared the Council’s threat of “discipline” based on the content of what he spoke about at the Republican event, so Mr. Wolf declined giving the public address that he had prepared within one hour of the meeting.

206. Mr. Wolf attended the November 28 Republican caucus meeting and spoke to various people in the back of the room but did not provide any public address based on the City’s “directive” threatening him with discipline.

207. At the caucus meeting, a woman named Lauren Hofland, wife of the former City Administrator, attended and recorded the event and Mr. Wolf.

208. Hofland left the Republican event early and, on information and belief, Hofland provided the details of the Mr. Wolf’s speaking to persons at the Republican event to one or more of the Defendants.

209. On information and belief, shortly after the Republican event, a post was published on the “Progressive Women of Sheboygan” Facebook page calling for immediate “retaliation” against Mr. Wolf and the Sheboygan Republican Party of Mr. Wolf’s attendance.

210. The Facebook post was deleted after several minutes.

The “Investigation” Into Mr. Wolf

211. Within 24 hours of Mr. Wolf being placed on leave, Sorenson met with Wisconsin Watch reporters in his office. True and accurate photographs from City Hall security camera footage on November 8 along with the resultant photograph from the Wisconsin Watch website of Sorenson is attached to this complaint as Exhibit DD.

212. Mr. Wolf later discovered that Sorenson disclosed confidential City information to Wisconsin Watch and painted Mr. Wolf in a false light with that information.

213. On November 9, 2022, Sorenson and Adams authorized the disclosure of Mr. Wolf's *entire* "confidential council letter" to Maya Hilty. A copy of the disclosure that Hilty shared with Mr. Wolf's attorney on December 2, 2022, and a screen shot showing the attachment of Mr. Wolf's "confidential council letter," is attached to this complaint as Exhibit EE.

214. On November 10, without any knowledge that the City had already released his "confidential council letter" to Hilty, Mr. Wolf signed an authorization allowing the City to release his "confidential council letter" *only to his attorney* in its entirety for the limited purpose of representing him during the "investigation." A true and accurate copy of Mr. Wolf's authorization and release only for his attorney from November 10, 2022, is attached as Exhibit FF.

215. The City stopped reimbursing and paying for some of Mr. Wolf's benefits in November 2022 including his WCMA fees and his mileage reimbursements for his college courses.

216. In November, Mr. Wolf requested, through his attorney, just a few of Mr. Wolf's personal documents and contemporaneous handwritten notes from his office, but Adams stated that neither Mr. Wolf nor his attorney were allowed to enter Mr. Wolf's office.

217. Adams said that he would gather any documents that Mr. Wolf wanted, but Mr. Wolf felt uncomfortable about that and decided that he would wait until he was allowed to enter his office again.

218. To date, Adams has never allowed Mr. Wolf any access to his office, work files, or personal belongings since he was placed on leave.

219. Adams did not allow Mr. Wolf to obtain a single work or City related document from his office even for the purposes of preparing for the “investigation.”

220. Prior to the City authorizing the release of Mr. Wolf’s “confidential council letter” to his attorney for the purposes of his investigation, Hilty sent Mr. Wolf a single-spaced, nearly two page, “interrogation” disguised as a “request for comment” that contained lots of confidential information contained within Mr. Wolf’s “confidential council letter” on November 7.

221. Hilty’s demanded that Mr. Wolf tell her why he was lying and “what evidence he had” against the defendants and the Sheboygan DEIB.

222. Mr. Wolf declined to comment on any of Hilty’s questions.

223. On November 30, 2022, Mr. Wolf’s attorney sent public records request pursuant to Wis. Stat. 19.356 to the city for all records, communications, emails, and information about the investigation into Mr. Wolf including details relating to the allegations against him and any other information. A true and accurate copy of an email request for investigation information is attached to this complaint as Exhibit GG.

224. The City never provided a single responsive document to this request during the investigation into Mr. Wolf but Hilty was given the exact date that the City retained the investigator, Jill Hall, based on Hilty’s December 16 article that further attacked Mr. Wolf’s credibility. A true and accurate copy of Hilty’s 12-16-2022 article about Mr. Wolf is attached to this complaint as Exhibit HH.

225. The only information Mr. Wolf received about the “investigation” was on December 6, 2022, when Adams orally stated that Defendant Attorney Jill Pedigo Hall (“Hall”) was conducting the “investigation,” and it related to emails that Mr. Wolf sent to Hilty.

226. In following up on Adams' statement that the "allegations" about Mr. Wolf's "conduct" related to an email Mr. Wolf sent to Hilty, Adams provided Mr. Wolf's attorney with the email exchanges between Mr. Wolf and Hilty in September 2022 when they were arranging the interview. A true and accurate copy the email from Adams is attached to this Complaint as Exhibit II.

227. On information and belief, Sorenson met with a Sheboygan *County* employee at Paradigm Coffee shop on December 9, 2022, on 8th Street in Sheboygan to discuss ways to "remove" Chad Pelishek by public petition now that Mr. Wolf was "out of the way."

228. Hall arranged for an interview with Mr. Wolf to be held via Zoom on December 20 at 10:00 AM.

229. Hall stated to Mr. Wolf's attorney on December 16 that her interview would only include Mr. Wolf and herself without his attorney present. A true and accurate copy of the email from Hall is attached as Exhibit JJ.

230. At the time, Mr. Wolf thought the investigation was only about the emails between himself and Hilty from September, as stated in the December 7 email from Adams so he agreed to abide by the investigators orders and did not demand his attorney be present. *Id.*

231. On December 20, 2022, at 8:43 a.m.—*less than 90 minutes* before his scheduled interview with Hall—Adams sent Mr. Wolf a letter with instructions about the investigation and what he was ordered to do. A true and accurate copy of Adams' 12-20-2022 email and attached letter to Mr. Wolf is attached to this complaint as Exhibit KK.

232. The December 20 letter was the first, and only, document the City ever provided to Mr. Wolf related to the "investigation" and the "allegations" into his "conduct."

233. Neither Mr. Wolf nor his attorney saw the email prior to Mr. Wolf's interview with Hall at 10:00 AM on December 20.

234. Adams intended to send the letter the *day of* Mr. Wolf's interview, but Adams backdated the letter to December 19, 2022. Ex. KK at p. 2.

235. Adams' letter on December 20 stated, for the first time, that Mr. Wolf was being investigated for his alleged "communications, conduct and leadership and certain allegations of inappropriate and illegal conduct made by you."

236. Mr. Wolf has never, to date, received any further details about these "allegations."

237. Adams' letter to Mr. Wolf did not advise Mr. Wolf that he had the right to have his attorney present during the interview.

238. Adams' letter demanded Mr. Wolf cooperate with Hall's request for City "records," stating that Mr. Wolf was not to "modify, alter, delete, or destroy any records" related to his "employment, [or] any official ... City business" even though Adams knew Mr. Wolf had been denied all access to his employment records and all City properties since November 7 with no opportunity to gather even his personal belongings and possessions.

239. Hall's interview with Mr. Wolf lasted approximately five (5) hours, and Hall never once told Mr. Wolf exactly what the "allegations" were that she was investigating.

240. At several points during Hall's interview with Mr. Wolf, where she had denied his attorney be present with him, Hall appeared to be cross-examining Mr. Wolf to try and elicit specific responses to see whether he had "ever" committed any wrongdoing at all, including accusing Mr. Wolf of violations based on statements that *others* made in his defense after Council publicly placed him under "investigation" for his "conduct."

241. Hall implied to Mr. Wolf that Council wanted her report to be in “oral form” rather than “written form.”

242. Hall told Mr. Wolf that she had “known [Defendant Mary Lynne Donohue] for over thirty years” during the interview.

243. Mr. Wolf never received any other information about the “investigation” nor communications from the City about the “investigation” following his interview with Hall.

244. On information and belief, Hall was made aware of exonerating evidence that favored Mr. Wolf during her “investigation.”

245. On information and belief, Hall never disclosed any favorable or exonerating evidence to the Council.

The Oral “Investigation Synopsis” and Mr. Wolf’s Removal

246. On January 3, 2023, the Common Council posted a “special meeting” Agenda for a closed session on January 4 to discuss the investigation by Hall into Mr. Wolf. A true and accurate copy of the Agenda for the January 4, 2023, Council meeting is attached as Exhibit LL.

247. On information and belief, Hall appeared via Zoom video during the January 4 closed session.

248. During the January 4 closed session, Hall provided only a vague oral investigation conclusion (“investigation synopsis”) in which Hall stated that there was “evidence to suggest” Mr. Wolf violated the City’s Directives and laws. A copy of the January 4 Minutes that Adams released to the public is attached to this complaint as Exhibit MM.

249. On information and belief, Hall did not discuss what “evidence” she had found, what laws Mr. Wolf is alleged to have violated, nor whether there was any exonerating information that favored Mr. Wolf.

250. Following Hall's "investigation synopsis," the Council held a vote to decide whether to allow Mr. Wolf a hearing or deny him a hearing by terminating him "without cause." Ex. MM.

251. Council members were informed Mr. Wolf would have the option of requesting the hearing be conducted publicly if they voted to allow him a hearing. *Id.*

252. During the January 4 closed session, the Council also discussed an alleged "cease and desist" letter from Guevara and Haack against the City even though Mr. Wolf never disclosed their names publicly. *Id.*; *see also* Exs. EE & MM.

253. At the end of the closed session, Defendant Alderpersons Felde, Filicky-Peneski, Salazar, Ramey, Perrella, Ackley, Rust, and Dekker voted to deny Mr. Wolf any hearing and to remove him "without cause." *Id.*

254. Mr. Wolf was not allowed to attend the closed session where the investigator provided her "synopsis" on January 4.

255. On January 6, the Council posted an Agenda that they would be voting to remove Mr. Wolf without cause at the Council meeting on January 9. A true and accurate copy of the Agenda for the January 9, 2023, Council meeting is attached as Exhibit NN.

256. On information and belief, on January 7, Defendant Felde stated to a member of the public that Mr. Wolf had "no chance of defending the allegations against him." A true and accurate copy of a contemporaneous text message about a conversation with Felde is attached as Exhibit OO (REDACTED).

257. During the January 9 open session, Alderman Dean Dekker made the following statement in open session:

"After concerns were brought forward...the majority of the council decided to hire an independent investigator. That investigation has

concluded. ...[A]fter hearing [Hall's Jan. 4 investigation] synopsis, [I] have come to the conclusion that this is in the best interests of our employees...one employee doesn't stand over the rest of our employees. To put our employees through something like this is not right. So that is why I support [terminating Mr. Wolf without a hearing]."¹⁰

258. On January 9, 2023, Alderpersons Felde, Filicky-Peneski, Salazar, Ackley, Ramey, Parella, Rust, and Dekker voted to remove Mr. Wolf as City Administrator with no opportunity for a pre termination or post termination hearing.

259. Defendant Dekker publicly stated in open session on January 9 that his decision to remove Mr. Wolf was based on Hall's oral "investigation synopsis" from January 4.

260. Immediately following the Council's vote to remove Mr. Wolf as City Administrator, Sorenson made several public comments to the media suggesting Mr. Wolf was permanently removed based on the investigation determined he lied and violated laws and directives.¹¹ A true and accurate copy of the Sheboygan Press article on 1-10-2023 about Mr. Wolf's Removal is attached to this complaint as Exhibit PP.

261. On January 9, 2023, Sorenson stated to the media that Mr. Wolf had "interfered in [the] investigation by leaking details of the investigation" which Sorenson knew was not true because Mr. Wolf has never received a single requested record or communication related to the details or even knowledge of the specific charges against him. *Id.*

262. Sorenson told the media that Mr. Wolf was fired in part because the "investigation" found that Mr. Wolf was dishonest and kept "doubling down on" lies that Mr. Wolf "knew [weren't] true" noting that Mr. Wolf's previous statements "could be proven false with other documentation." *Id.*

¹⁰ Sheboygan City Council Meeting, WCSC YouTube, January 9, 2023, available at <https://youtu.be/8bFMX8xqeuU>.

¹¹ WHBL ARTICLE FROM JAN 10 WOLF FIRED URL (they won't delete theirs..)

263. Sorenson told the Sheboygan Press that Mr. Wolf was warned about his dishonesty many times, even though Sorenson knew that Mr. Wolf had never been accused of dishonesty nor told that he was being investigated for “dishonesty.” *Id.*

264. At no point during Mr. Wolf’s tenure as City Administrator, Alderman, nor in the private sector, has anyone ever accused Mr. Wolf of “dishonesty.”

265. Sorenson also told the Sheboygan Press that Mr. Wolf’s termination resulted in part because Mr. Wolf was unlawfully retaliating against employees by stating, “people should feel safe to come to work...[and not] have to be fearful of retaliation,” even though Sorenson knew that Schneider’s complaint was based mainly on *Sorenson’s* statements to her. *Id.*

266. Sorenson intended for his public statements to be exclusively connected to Mr. Wolf’s removal as City Administrator on January 9, 2023 stating he hopes the “investigation” report against Mr. Wolf would “come[] sooner than later,” despite Mr. Wolf never being provided the “investigation synopsis,” report, evidence, or details about the “allegations” against him. *Id.*

267. Mr. Wolf was informed by at least one municipal recruiter that based on the many articles and new claims about the investigation from Sorenson’s statements and Hilty’s articles, it would be impossible to secure Mr. Wolf any municipal position for a long time.

268. Following his firing and removal as City Administrator, the City has refused to respond to Mr. Wolf or allow access to his previous office to collect his personal belongings.

269. On January 13, 2023, without any response allowing Mr. Wolf to gather his personal belongings from his office, Adams emailed Mr. Wolf’s attorney that he was authorizing the “public release” of the closed session minutes from the Council meetings related to Mr. Wolf from October 17, October 24, November 7, and January 4. A true and accurate copy of Adams’ email is attached to this complaint as Exhibit QQ.

270. Despite the City Clerk always handwriting her closed session minutes, the Minutes that Adams decided to release to the public were *typed*. See Exs. U, V, MM, all obtained from Adams' release authorization following Mr. Wolf's removal.

271. On information and belief, Adams edited, altered, or removed information from the Ms. DeBruin's original closed session minutes in their handwritten form.

272. To date, Mr. Wolf has never been told what "laws" he is alleged to have violated nor what the "allegations" against him were.

273. To date, Mr. Wolf has never been told what "evidence" was used in Hall's determining his "guilt" and "violations" of law during her January 4 "investigation synopsis."

274. To date, Mr. Wolf has not been subpoenaed by the District Attorney, questioned in relation to any alleged criminal wrongdoings, or otherwise under criminal investigation.

CAUSES OF ACTION

CLAIM ONE: 42 U.S.C. § 1983

VIOLATION OF MR. WOLF'S FIRST AMENDMENT RIGHTS FREEDOM OF SPEECH & RETALIATION

*BY CITY OF SHEBOYGAN, SORENSON, ADAMS, FELDE, FILICKY-PENESKI, SALAZAR,
ACKLEY, RAMEY, DEKKER, RUST, PERRELLA*

275. Plaintiff repeats and realleges each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

276. The First Amendment of the United States Constitution protects Mr. Wolf's ability to speak on his own time as a private citizen on matters of public concern.

277. Mr. Wolf did not forfeit his Constitutional right to speak on matters of public concern on his own time solely because he was employed by the City of Sheboygan.

278. The First Amendment of the United States Constitution prohibits the government from retaliating against a public employee who speaks on matters of public concern as a private citizen.

279. Mr. Wolf's administrative duties did not involve expressing concerns about lawful compliance of private activist groups and their influence over City officials.

280. Mr. Wolf's statements were made in his capacity as a private citizen within his private home, while on "administrative leave," and outside of work hours.

281. Mr. Wolf's statements aired on November 8, 2022, related to a matter of political and social concern that the Sheboygan DEIB group had been targeting him publicly throughout October after he refused to fire Chad Pelishek for reporting racism and after he denied their request for taxpayer money.

282. Mr. Wolf believed that an objective and fair investigation would easily prove his innocence; and his statement was a furtherance of his concerns about the harassment from Sheboygan DEIB group for City money.

283. At the time of his statements, Mr. Wolf believed the only way that he could be forced out of his office temporarily was with a suspension since there was no directive in any City handbook or ordinance distinguishing a "leave" from a "suspension."

284. Mr. Wolf's November 8 statements addressed a matter of public concern.

285. Indeed, few things are less concerning to the public than government funding of private activists that have control over elected officials.

286. Mr. Wolf's conversations at the Sheboygan County GOP event on November 28 involved general concerns about the Sheboygan DEIB collective and the reach they had over businesses and City officials.

287. Mr. Wolf did not discuss with any event attendees any confidential city information nor information about the investigation because, on November 28, 2022, the city had refused to provide Mr. Wolf any details about the “investigation,” what the exact “allegations” against him were, nor whether the city had even retained an investigator.

288. The defendants waived their right to oversee Mr. Wolf’s statements pertaining to his leave and his confusion about what the “allegations” were when *the Council* publicly announced an “investigation” into Mr. Wolf’s alleged “conduct” and placed him on leave during a live and public Council meeting on November 7, 2022.

289. Mr. Wolf’s interest in addressing the Sheboygan DEIB targeting City employees who denied their money requests far outweighed the City’s interest in managing an efficient workplace and/or promoting effective and efficient public service.

290. Mr. Wolf’s interest in responding to the City’s public announcement of his involuntary leave for “an investigation” based on alleged “allegations” into his “conduct” far outweighed the City’s interest in maintaining effective services or promoting effective and efficient public service since it was the City’s decision to make the surprise public announcement without any prior notice to Mr. Wolf nor City employees that reported to him.

291. The Council’s “November 7 directive” to Mr. Wolf that he was not allowed “to step foot on city properties” the *day before the November 2022 midterm election* amounted to a severe Constitutional deprivation policy of his First Amendment rights because the defendants knew Mr. Wolf was a resident of the City of Sheboygan.

292. The City knew Mr. Wolf’s voting precinct was located in the City of Sheboygan.

293. The “November 7 directive” on Mr. Wolf that he was “not allowed to talk to employees or individuals” without any further details on the nature or subject of his speech was a

clear violation of Mr. Wolf's First Amendment rights even while he was on leave or under "investigation."

294. The "November 28 directive" to Mr. Wolf to "not speak about City matters" at "any event where the media might be present" under threat of "discipline" was a unreasonably vague and was a clear infringement on Mr. Wolf's First Amendment rights that resulted in Mr. Wolf declining his public address at the Republican event.

295. The "November 28 directive" restricting speech about "City matters" was unlawfully vague because the directive did not define what constituted a "City matter" since so many "City matters" had already been made public by other City officials starting in August 2022.

296. Mr. Wolf was fired as City Administrator on January 9 based on the January 4 "synopsis" that suggested Mr. Wolf had violated the City's "directives," which included the order that Mr. Wolf not "speak to employees or individuals."

297. Mr. Wolf's speech as a private citizen on November 8 and 28 on matters of public concern was, at least in part, a direct motivating factor in his being fired as City Administrator.

298. In both "November directives" to Mr. Wolf, Adams stated that he was instructed to draft and serve the letters at the instruction of the "[common] Council."

299. The Common Council in Sheboygan consists of ten alderpersons and Mayor Ryan Sorenson as presiding officer.

300. The Common Council has final decision-making power to enact administrative policies over employees, and the Mayor is considered the "presiding officer" over the Common Council.

301. Adams ratified the “November Directives” to Mr. Wolf when he authored both “directive” letters and ordered the Sheboygan Police Department to serve them on Mr. Wolf at his home as a show of public force.

302. On information and belief, Filicky-Peneski has admitted to at least one person that she knows the “November 7 Directive” to Mr. Wolf was unlawful.

303. On information and belief, the City has also imposed “gag order directives” on all City employees that testified to Mr. Wolf’s innocence during the “investigation.”

304. As City Attorney, Adams’ failure to properly advise the Common Council (including the Mayor) has directly resulted in policy and practice of the City’s constitutional violations against Mr. Wolf and other City employees.

305. The City’s “November 7 directive” banning Mr. Wolf, a City resident, from setting foot on all “City properties” and to not speak to “City employees or individuals” the day before the November midterm elections showed a deliberate indifference to Mr. Wolf’s Constitutional rights.

306. The City’s November directives ordering Mr. Wolf to not speak “to employees or individuals” without narrowing instructions, while he was on leave during the holiday season and unable to communicate with the City’s Police or Fire Departments in case of emergency, amounted to a deliberate indifference to his Constitutional rights.

307. The City’s November “directive” ordering Mr. Wolf not to speak about “City matters” at any public “event where the media might be present” while he was on leave was unlawfully vague and amounted to a deliberate indifference to his Constitutional rights.

308. The “November Directives” on Mr. Wolf were the moving force behind his being fired and removed as City Administrator on January 9 based on the “investigation synopsis” that

stated, in part, Mr. Wolf violated the “directives” and according to statements from Dekker and Sorenson related to Mr. Wolf being fired because of the “investigation.”

309. The defendants took an adverse action by ceasing all reimbursement benefit payments for his education expenses and cancelling Mr. Wolf’s WCMA membership fees payments in November 2022.

310. The Defendants took an adverse employment action and retaliated by firing and removing Mr. Wolf as City Administrator on January 9 based, at least in part, on Mr. Wolf’s statements on November 8 and 28 that, according to the City, was a “violation” of their “directives.”

311. Adams knew that the November 7 and 28 letters were violations of Mr. Wolf’s Constitutional rights, but Adams facilitated, directed and participated by drafting the letters and supporting Council’s vote to remove Mr. Wolf.

312. Adams acted willfully and maliciously because he wanted to “get rid of [Mr.] Wolf.”

313. Sorenson knew the Council’s vote to remove Mr. Wolf, in part, based on Mr. Wolf’s purported “violations” of the unconstitutional November directives was a Constitutional violation, but Sorenson facilitated and approved Council’s vote based on his statements to the media supporting Mr. Wolf’s removal based on those “violations.”

314. Sorenson acted intentionally and maliciously based on his multi-year effort to slander Mr. Wolf and ensure his removal based on his friendship with the Sheboygan DEIB individuals and Donohue.

315. As members of the Common Council, Alderpersons Felde, Filicky-Peneski, Salazar, Ramey, Ackley, Dekker, Rust, and Perrella directly participated in the deprivation of Mr.

Wolf's rights by "instructing" Adams to send the November Directives and then directly participating in the vote to remove Mr. Wolf based, in part, on Hall's "synopsis" that Mr. Wolf violated the November Directive letters.

316. All Defendant Alderpersons acted intentionally and willfully in directing and causing the deprivation of Mr. Wolf's clearly established rights.

317. Mr. Wolf has suffered severe financial and emotional damage and injuries as well as the deprivation of his job, title, reputation, and position.

CLAIM TWO: 42 U.S.C. § 1983
VIOLATION OF MR. WOLF'S FOURTEENTH AMENDMENT
DUE PROCESS RIGHTS (PROPERTY)
BY SORENSON, ADAMS, FELDE, FILICKY-PENESKI, SALAZAR, PERRELLA, RAMEY,
RUST, ACKLEY, DEKKER

318. Plaintiff realleges and incorporates each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

319. The Due Process Clause of the Fourteenth Amendment to the United States Constitution prohibits government actors from "depriv[ing] any person of life, liberty, or property, without due process of law."

320. The Due Process Clause generally requires notice and a hearing before, or reasonably promptly after, a deprivation of an individual's property rights.

321. Wisconsin state law allows a municipality to create property interests in specific jobs by city ordinance. Wis. Stat. 17.12(1)(c)(2)(b).

322. Sheboygan's General Ordinance 41-20-21 controls the City Administrator position ("City Administrator Ordinance") and includes a provision that states a City Administrator can only be removed for "cause." See Sheb. Mun. Code Sec. 2-341.

323. The City Administrator Ordinance “cause” provision was in effect when Mr. Wolf signed his Employment Agreement in June 2020. Ex. G.

324. Mr. Wolf’s Employment Agreement Section 16 expressly states, “nothing in the agreement shall contravene the [City Administrator] ordinance.” Ex. H, p. 4 ¶ 16 & Ex. G.

325. The Agreement does not state that Mr. Wolf’s removal without cause would be considered valid, effective, or lawful nor that Mr. Wolf agrees to any waiver in exchange for the automatic “severance” payment from the City.

326. Mr. Wolf had a protected property interest in his position under state law.

327. Defendants acted in violation of the due process rights inferred upon Mr. Wolf by Wis. Stats. § 17.16(3), and both State and Federal Constitutions.

328. This is no statutory mechanism for Mr. Wolf to address or appeal the City’s violation of his due process rights to notice and a hearing; indeed, defendants have failed to ever provide written charges.

329. The City had no legitimate reason to deny Mr. Wolf a hearing based on Sorenson’s statement that a *Loudermill* hearing would cost the City money in legal fees since the vote to deny Mr. Wolf a hearing included an agreement to pay Mr. Wolf benefits and severance under the terms of the Agreement.

330. Defendant Alderpersons Felde, Filicky-Peneski, Salazar, Ramey, Rust, Perrella, Ackley, and Dekker acted knowingly and consented by voting to deny Mr. Wolf a hearing on January 4.

331. On information and belief, Adams and Sorenson advised and directed the Council to deny Mr. Wolf any hearing.

332. As Presiding Officer over the Common Council, Sorenson facilitated and approved Adams' advising and the Alderpersons voting to deny Mr. Wolf due process.

333. Sorenson facilitated, approved, and turned a blind eye towards the Council's unconstitutional vote to deny Mr. Wolf any hearing or notice of the charges against him when they removed him as City Administrator.

334. Sorenson acted with malice and intent in advising the Council to deny Mr. Wolf's Constitutional rights to conceal evidence of his own involvement and protect Hilty, Donohue, and the Sheboygan DEIB.

335. Adams allowed the City to engage in a pattern or practice of violating the Constitutionally protected rights to Due Process as afforded by both State and Federal Constitutions.

336. Adams knew a vote denying any hearing before or after his removal would violate Mr. Wolf's due process rights, and he facilitated, approved, and condoned the violation of Mr. Wolf's Constitutional rights to any hearing.

337. Adams acted willfully and with malice and intent because he hated Mr. Wolf, and he knew the Agreement did not "contravene" the "cause" provision in the City Administrator Ordinance.

338. Felde and Filicky-Peneski acted with malice and intent by voting to deny Mr. Wolf a hearing and removing him as City Administrator because they knew Mr. Wolf was innocent of any "allegations" and they wanted to conceal from the public all exonerating information.

339. Alderpersons Salazar and Ramey acted with malice and intent because of their personal ties and connections with Sorenson and the Sheboygan DEIB.

340. Alderpersons Dekker, Ackley, and Rust acted willfully and intentionally by voting to remove Mr. Wolf from his position without any hearing.

341. In efforts to protect Mr. Wolf's right to any hearing, only two Aldermen, Trey Mitchell and Joe Heidemann, voted in favor of a hearing on January 4.

342. Defendant Alderpersons Felde, Filicky-Peneski, Salazar, Ramey, Ackley, Perrella, Rust, and Dekker directly caused the deprivation of Mr. Wolf's due process rights by voting against a hearing for Mr. Wolf on January 4.

343. The direct and intentional actions by Sorenson, Adams, Felde, Filicky-Peneski, Salazar, Ramey, Perrella, Rust, Ackley, and Dekker resulted in the deprivation of Mr. Wolf's clearly established rights.

344. Mr. Wolf has suffered severe emotional and mental distress over the previous three months directly because of the intentional acts and omissions by the Defendants herein.

345. Mr. Wolf has suffered severe financial injuries, including having to cover the full cost of his *two* college certifications related to his position as City Administrator.

CLAIM THREE: 42 U.S.C. § 1983
VIOLATION OF MR. WOLF'S FOURTEENTH AMENDMENT
DUE PROCESS RIGHTS (LIBERTY)
BY CITY OF SHEBOYGAN, ADAMS, SORENSON

346. Plaintiff realleges and incorporates each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

347. The Due Process Clause of the Fourteenth Amendment to the United States Constitution prohibits government actors from "depriv[ing] any person of life, liberty, or property, without due process of law."

348. The government is prohibited from stigmatizing a public employee that has been removed from a protected position without due process.

349. Mr. Wolf's position was guaranteed under state law and pursuant to the City Administrator Ordinance ("Ordinance") in Sheboygan that stated he could only be removed for "cause."

350. Mr. Wolf's employment Agreement did not "contravene" the Ordinance.

351. Mr. Wolf had a property interest in his position as City Administrator.

352. Mr. Wolf had a liberty interest in his excellent reputation, honesty, and integrity throughout the Sheboygan public and private sector from his years serving as an Alderman and on various City Commissions.

353. Mr. Wolf had a liberty interest in his reputation as an award-winning Manager, City Administrator, and "Inspirational Leader" in the City of Sheboygan. *See Exs. A & F.*

354. Mr. Wolf was entitled to notice and an opportunity to be heard about any "allegations" that the city publicly lodged against him on November 7 and January 9, when he was removed from his position following the public announcement of an "investigation" into his "conduct."

355. Mr. Wolf's position was permanently extinguished when the Council voted to remove him without any hearing on January 9.

356. Mr. Wolf's firing and removal on January 9 was a direct result of the public "investigation" into his alleged "conduct" that the City announced on November 7 based on Sorenson and Dekker's public statements on January 9.

357. Mr. Wolf suffered a deprivation of his Constitutional rights when Felde, as President of Council, read the motion on November 7 calling for an investigation into "allegations" and "concerns" about Mr. Wolf's "conduct" without previously giving Mr. Wolf any notice of the allegations or opportunity to be heard by the Council.

358. Felde's public announcement was made within the context of Mr. Wolf's firing because the "investigation" that was announced directly led to Mr. Wolf's removal on January 9.

359. Mr. Wolf suffered a deprivation of his Constitutional rights when Alderman Dekker stigmatized him at public session on January 9 stating that his decision to remove Mr. Wolf was based on the oral "investigation synopsis" related to Mr. Wolf's "conduct" and Mr. Wolf remaining was not safe for employees without affording Mr. Wolf any opportunity for a hearing to clear his name.

360. Sorenson's public statements to the Sheboygan Press that Mr. Wolf had "leaked confidential" information related to the investigation was intentionally defamatory because Mr. Wolf never spoke about any investigation details because he was given no details and not even provided written notice about the investigation until December 20 from Adams' letter two hours before his interview.

361. Sorenson knew that Mr. Wolf never spoke about the investigation details in public outside of what the Council had already publicly announced, and he intentionally aimed to stigmatized and defame Mr. Wolf by stating that he unlawfully leaked confidential information.

362. Sorenson destroyed Mr. Wolf's reputation by stating to the media on January 9 that Mr. Wolf was "warned" many times about dishonesty and still continued to lie, which Sorenson knew was not true as Mr. Wolf had only been reprimanded for his honesty in defending Pelishek for reporting racism and reporting his concerns about the Sheboygan DEIB collective funding.

363. Sorenson defamed Mr. Wolf when he suggested Mr. Wolf was fired so employees could be safe from "retaliation," even though Sorenson knew that Mr. Wolf never unlawfully retaliated against any employee.

364. Sorenson is aware that no employee was disciplined other than Mr. Wolf based on the inaccurate articles written by Maya Hilty.

365. All of Sorenson's public statements on January 9 were made in connection to Mr. Wolf's removal as City Administrator.

366. Mr. Wolf's suffered multiple and egregious deprivations of his liberty rights within the context of the "investigation" and his ultimate removal as City Administrator without any opportunity to be heard between November 7 and January 9.

367. The City's custom and policy of depriving Mr. Wolf's of his Constitutional rights was established in their "November Directives" that prohibited him from speaking to the media, "individuals," or at any event "where the media might be present," even though the City intended to defame and destroy Mr. Wolf at his removal on January 9.

368. The City also approved the policy to deny Mr. Wolf any opportunity to be heard when they voted *against* a hearing on January 4 immediately prior to their removal of him as City Administrator violating his Constitutional rights protected by both State and Federal Constitutions.

369. Sorenson had final decision-making power in determining statements published to the media about internal personnel matters within the city on January 9 following Mr. Wolf's removal.

370. Sorenson ratified the public defamation and stigmatization of Mr. Wolf's character on January 9 in connection with his termination as City Administrator without any opportunity for Mr. Wolf to clear his name publicly or even know the details of the charges against him.

371. Sorenson, as Mayor, and Felde, as Council President, both had final decision-making power over whether Council would read the November 7 motion related to the "allegations" and "investigation" into Mr. Wolf.

372. Adams' poor legal advising to Council led to Felde publicly reading the November 7 motion about the investigation into Mr. Wolf's "conduct" despite the Wisconsin Open Meetings Laws that provide a clear exception allowing Council to vote in closed session for personnel matters or internal investigations.

373. The City's policy denying Mr. Wolf a public name-clearing hearing or know the actual "charges" against him in order to conceal their own involvement and fabricated evidence amounted to a deliberate indifference to Mr. Wolf's Constitutional liberty rights.

374. The City's policy of denying Mr. Wolf a public name clearing hearing prior to his removal directly caused Constitutional deprivation when Sorenson expressly inferred that Mr. Wolf was fired because of his continued dishonesty and unlawfully leaking information .

375. As Mayor who oversees compliance with City Ordinances, Sorenson knew or should have known, that Mr. Wolf could only be fired for "cause" with a name-clearing hearing.

376. Sorenson knew about and facilitated the violation of Mr. Wolf's liberty rights and then directly engaged in the public defamatory statements in connection with Mr. Wolf's removal after advising the Council to deny Mr. Wolf a hearing.

377. Sorenson's public statements on November 8 that Mr. Wolf was dishonest, and his many statements on January 9 were intentional efforts to defame and destroy Mr. Wolf's reputation in connection with his removal as City Administrator.

378. Sorenson acted with malice and intent to defend and protect his own involvement and the Sheboygan DEIB he affiliates with and whom had demanded taxpayer monies.

379. As City Attorney, Adams knew that Mr. Wolf could only be removed for cause and was entitled to a hearing, but Adams intentionally advised the Council to publicize the

investigation on November 7 and then to vote to deny Mr. Wolf a name-clearing hearing on January 4.

380. Adams knew or should have known that Sorenson and Dekker's public statements on January 9 about Mr. Wolf's conduct, honesty, and integrity were unlawful without affording Mr. Wolf an opportunity to be heard, and he facilitated, condoned, and turned a blind eye to Sorenson's and Dekker's statements.

381. Adams' authorized the public release of the January 4 "oral investigation synopsis" minutes that stated "evidence suggested Mr. Wolf violated the law without ever affording Mr. Wolf an opportunity before the investigation synopsis to publicly clear his name.

382. Adams' authorization of the records release with a Wisconsin records notice allowing Mr. Wolf to file an appeal was meant to further stigmatize Mr. Wolf as "trying to hide the investigation report" in furtherance of Adams' facilitating the deprivation of Mr. Wolf's Constitutional rights.

383. Adams and Sorenson acted with malice and intent.

384. The defamatory statements by the defendants have made it nearly impossible for Mr. Wolf to find another job in his chosen profession.

385. Mr. Wolf has suffered extreme and severe emotional distress because of the defendant's defamation of his character to the public within the context of the "investigation" into his "conduct" that led to his removal and firing.

386. Mr. Wolf has suffered severe financial damages and has almost no chance of obtaining gainful employment in any municipality or as a public servant (and even the private sector) based on the defendants' public statements about him without a chance to clear his name.

387. The defendants conspired to violate Mr. Wolf's clearly established liberty rights.

CLAIM FOUR: 42 U.S.C. § 1983
CONSPIRACY TO VIOLATE MR. WOLF'S FOURTEENTH
AMENDMENT DUE PROCESS RIGHTS (LIBERTY)
BY DONOHUE, HILTY, HALL, SORENSON, ADAMS

1. Plaintiff realleges and incorporates each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

2. The Due Process Clause of the Fourteenth Amendment to the United States Constitution prohibits the government from “depriv[ing] any person of life, liberty, or property, without due process of law.”

3. The Fourteenth Amendment prohibits government officials from working in conjunction with private individuals to deprive another of their constitutional liberty and property interests without due process of law.

4. Mr. Wolf’s position as City Administrator was established under State law and pursuant to Sheboygan’s City Administrator Ordinance that stated Mr. Wolf could only be removed for “cause.”

5. Mr. Wolf had a Constitutional right to not be deprived of his position without a single hearing or opportunity for a hearing following his removal.

6. Mr. Wolf had a Constitutional right to not be publicly stigmatized within the context of his removal as City Administrator on January 9, 2023, without an opportunity to view the evidence against him or clear his name in a public hearing.

7. Mr. Wolf was deprived of his right to his position and reputation by being subjected to a “sham” investigation through fabricated evidence, and then being slandered and stigmatized when he was permanently removed as City Administrator on January 9.

8. Donohue, Sorenson, Adams, and Hilty devised a single agreement in September 2022 to frame Mr. Wolf for leaking confidential information and inciting a “public outcry” and fabricating false “cause” to remove him as City Administrator with eight Council votes.

9. On information and belief, Hall agreed to assist this plan in mid-November 2022 to manipulate Mr. Wolf into finding *any* wrongdoing on his part and then report falsely to Council that Mr. Wolf had violated laws to ensure his removal.

10. This plan was devised to remove Mr. Wolf as City Administrator to ensure funding and implementation of Sheboygan DEIB affiliated persons that Mr. Wolf had not supported by destroying his credibility and reputation in creating “cause” to fire him.

11. The plan also aimed to destroy Mr. Wolf’s respected standing and influence throughout the Sheboygan government and private businesses that he had built over the previous twenty years so that Mr. Wolf could not undermine the efforts of the Sheboygan DEIB to obtain funding and influence throughout the public and private sectors in Sheboygan.

12. On information and belief, Sorenson has admitted that Mr. Wolf was targeted for removal because of Sorenson’s connection to the Sheboygan DEIB individuals.

13. On information and belief, Adams admitted in December 2022 to being “on the mayor [Sorenson]’s team” in “doing anything in his power” to get rid of Mr. Wolf because he believed Mr. Wolf questioned Adams’ capabilities and budget requests.

14. In furtherance of this plan, Hilty intentionally wrote articles to generate “public outcry” against Mr. Wolf so that he would be removed, which she took credit for in her October 26 and December 16 articles. *See Exs. S, W, X, & HH.*

15. Hilty harassed Mr. Wolf and Chad Pelishek by printing intentionally misleading articles from unlawfully leaked information to make it appear as though Mr. Wolf had leaked the August 22 meeting details by omitting the true source of her articles.

16. In furtherance of the plan, Hilty wrote false and misleading articles targeting Mr. Wolf and anyone who defended Mr. Wolf to fabricate “evidence” that Mr. Wolf had leaked information and committed wrongdoing to ensure his removal.

17. In furtherance of the plan, Sorenson or Adams authorized the City Clerk to release Mr. Wolf’s entire “confidential council letter” to Hilty on November 9 to publish the letter as if Mr. Wolf disclosed the confidential matter to claim that Mr. Wolf was unlawfully disclosing confidential information.

18. In furtherance of the plan, Sorenson asked “people in the public” affiliated with the Sheboygan DEIB to write outraged emails to the council members demanding Mr. Wolf be terminated after Hilty’s October 10 article, which led to Council meetings in closed session starting on October 17 to determine how to remove Mr. Wolf.

19. On information and belief, Sorenson destroyed and ordered the destruction of public records after Mr. Wolf’s attorney requested them for the “investigation,” to conceal the defendants’ involvement in the plan.

20. In furtherance of this plan, Adams refused Mr. Wolf access to his office to gather his personal notes and belongings during the investigation to allow him and Sorenson to fabricate or destroy evidence during the “investigation.”

21. In furtherance of the plan, Adams and Hall ensured a “sham investigation” by refusing to (1) allow Mr. Wolf his attorney during the interview, (2) provide details of the

allegations against Mr. Wolf, (3) advising Council to remove Mr. Wolf without cause to conceal their false evidence and deny Mr. Wolf a chance to be heard.

22. On information and belief, Adams edited the City Clerk's handwritten minutes of the January 4 closed session to fabricate the appearance that Hall's synopsis showed Mr. Wolf's dishonesty and "violations" of "law."

23. In furtherance of the plan, Donohue ensured that her associate of "more than thirty years," Jill Hall would conduct the "investigation" to solidify Mr. Wolf's removal and funding for her Sheboygan DEIB RFP, that she sent to Council after Hilty's October articles. Exs. Y & L.

24. On information and belief, Sorenson, Adams and Donohue advised that protection from public open records may be obtained through attorney-client privilege and an attorney-investigator (Hall) who would provide an oral opinion could accomplish this objective.

25. In furtherance of the plan, Donohue and Sorenson arranged for Guevara and Haack to issue a "cease and desist" letter against the "City" based on Mr. Wolf's "confidential council letter" to fabricate evidence that Mr. Wolf was a "legal liability" for the City as Sorenson stated to the Sheboygan Press.

26. Adams intentionally authorized the public release of Guevara and Haack's names to the public so that Hilty could publish those names on December 16 from Mr. Wolf's confidential email and imply that Mr. Wolf was a legal liability for the City based on Hilty's publication.

27. On information and belief, one or more defendants arranged for Lauren Hofland to spy on the Republican event on November 28 and report back to them that Mr. Wolf had violated the November directive.

28. On information and belief, Hall used her “employee interviews” to determine and report to the defendants which employees’ testimonies would exonerate Mr. Wolf so that Adams could assess whether to allow Mr. Wolf a hearing.

29. In furtherance of the plan, Hall intentionally concealed evidence that exonerated Mr. Wolf when she gave her “oral investigation synopsis” to the Council on January 4 on orders from Adams or Sorenson.

30. As a direct result of the willful and intentional acts by the named defendants, Mr. Wolf was deprived of his Constitutional property rights without due process of law.

31. As a direct result of the willful and intentional acts by the named defendants, Mr. Wolf was deprived of his Constitutional liberty rights without due process of law.

32. Donohue, Hilty and Hall acted as private citizens in conjunction with the City official defendants to deprive Mr. Wolf of his clearly established due process rights to liberty and property.

33. Donohue, Hilty, Hall, Sorenson, and Adams willfully participated in carrying out a single agreement to stigmatize Mr. Wolf as a liar and criminal within the context of his removal as City Administrator by Council.

34. Donohue, Hilty, Sorenson, and Adams acted maliciously and intentionally in carrying out the plan to remove Mr. Wolf without due process and destroying his reputation based on Hilty’s many articles, regular weekly private meetings with Sorenson, and their overall hatred of Mr. Wolf.

35. Hall intentionally facilitated and turned a blind eye by knowing the plan to deprive Mr. Wolf of his constitutional rights and denying Mr. Wolf legal counsel while concealing

exonerating information to create the appearance of his alleged “guilt” that would convince eight alderpersons to vote for his removal without a hearing.

36. The defendants plan to conjure false allegations against Mr. Wolf to convince eight Council members to remove him and publicly stigmatize his reputation, and their many combined acts in furtherance of that plan, directly resulted in the deprivation of Mr. Wolf’s clearly established due process rights.

37. Based on the defendants’ many overt acts, Mr. Wolf has suffered severe emotional, mental, and financial injuries including the loss of his position, severe damage to his reputation, and no ability to provide financially for himself or his family.

CLAIM FIVE: STATE LAW CLAIM: WIS. STAT. § 895.446
UNLAWFUL CONVERSION OF MR. WOLF’S PERSONAL PROPERTY BY
THE CITY OF SHEBOYGAN

38. Plaintiff realleges and incorporates each of the allegations contained in the foregoing paragraphs of this Complaint as if fully set forth herein.

39. Wisconsin state law holds that it is unlawful to refuse to turn over control of property that was previously lawfully in ones possession without the owner’s consent.

40. The City of Sheboygan had temporary control over Mr. Wolf’s personal property, notes, records, photographs, artwork and other valuable personal items that Mr. Wolf stored in his City Administrator office in City Hall during his tenure.

41. When the Council placed Mr. Wolf on involuntary administrative leave, Mr. Wolf was entitled to sufficient time to collect any personal belongings if he chose during his leave.

42. Adams’ deprived Mr. Wolf of access to his personal property by refusing to allow Mr. Wolf an opportunity to collect his personal belongings on November 7 based on the City’s November 7 Directive letter that Adams’ would provide Mr. Wolf his personal belongings.

43. When Mr. Wolf asked that his legal representative be granted access to gather some of his personal and private notes and records in November 2022, Adams stated that neither Mr. Wolf nor his legal representative were allowed in his office.

44. During Mr. Wolf's involuntary leave, he was under investigation for vague "charges" and ordered by the City Attorney (Adams) to "furnish all records" requested by the investigator related to his position despite knowing that Mr. Wolf had been prohibited by the City from accessing his office, any City electronic devices and/or technology(ies), contemporaneous handwritten notes, or other valuable personal belongings.

45. The city's refusal to allow Mr. Wolf access to his personal belongings as well as his own personal contemporaneous handwritten notes caused Mr. Wolf to be unprepared for the investigation interview that led to his removal and firing.

46. Mr. Wolf was removed as City Administrator on January 9, 2023.

47. On January 10, Mr. Wolf, through his legal representative, emailed Adams and the City's outside legal counsel requesting that they grant immediate access to Mr. Wolf's City Administrator office to gather his personal belongings.

48. To date, neither Adams nor any representative from the City has ever responded to Mr. Wolf's requests to obtain his personal belongings, and Mr. Wolf's deprivation of these items had led to severe loss, time, deprivation of resources, and ultimately his position because he could not access nor remember some of his personal detailed notes and information.

49. On information and belief, Adams and Sorenson trespassed into Mr. Wolf's office and removed, altered, destroyed, or fabricated information to harm Mr. Wolf during the investigation and their actions have harmed, damaged, and injured Mr. Wolf's personal property and belongings within his previous office.

50. The city of Sheboygan unlawfully converted Mr. Wolf's personal property and belongings and caused him injury by depriving him of his personal property.

REQUEST FOR RELIEF

Plaintiff Todd Wolf therefore requests the following relief:

1. A declaration that the City of Sheboygan violated Mr. Wolf's First Amendment rights;
2. A declaration that Defendants Sorenson, Adams, Felde, Filicky-Peneski, Salazar, Ramey, Ackley, Dekker, Rust, and/or Perrella violated Mr. Wolf's First Amendment rights;
3. A declaration that Defendants Sorenson, Adams, Felde, Filicky-Peneski, Salazar, Ramey, Ackley, Dekker, Rust, and/or Perrella violated Mr. Wolf's Fourteenth Amendment Due Process property rights;
4. A declaration that the City of Sheboygan violated Mr. Wolf's Fourteenth Amendment due process liberty rights;
5. A declaration that Defendants Sorenson and Adams violated Mr. Wolf's Fourteenth Amendment due process liberty rights;
6. A declaration that Defendants Sorenson, Donohue, Adams, Hilty, and/or Hall conspired to violate Mr. Wolf's Fourteenth Amendment due process rights;
7. A declaration that the City of Sheboygan unlawfully converted Mr. Wolf's personal property and belongings by refusing to allow him to access, acquire, or possess his personal belongings during his leave and following his termination;
8. An immediate preliminary injunction requiring Defendants to retain, preserve, and keep all emails, text messages, documents, calendars, handwritten notes, and other records including all electronica and/or other media, in whatever native formats related to Mr. Wolf's and

the Defendants' plans, investigation, and termination of Mr. Wolf while he was employed by the City, including, but not limited to, all such records and documents that were requested by Mr. Wolf's legal counsel through Wisconsin public records laws between November 7 – January 6, 2023 and all original handwritten notes from City Clerk DeBruin related to the closed sessions from October 17, October 24, November 7, and January 4 for the purposes of discovery in this civil action;

9. An injunction requiring Defendants to allow Mr. Wolf to enter his former City office to gather his personal belongings and photographs in his office to assess the extent of any further conversion of his personal belongings, including but not limited to, his artwork, decorations, personal items, personal and sensitive notes, and other such personal property;

10. An injunction prohibiting Defendants from making further false, misleading and otherwise unlawful public disclosures related to Mr. Wolf's termination and the defendants' "investigation";

11. Compensatory damages, including, but not limited to, damages for lost income and benefits, severe mental and emotional distress, loss of reputation, humiliation and inconvenience;

12. Punitive damages against Defendants Sorenson, Adams, Donohue, Hilty, Felde, Filicky-Peneski, Salazar, Ramey, Dekker, Rust, Perrella, Ackley, and/or Hall;

13. Nominal damages;

14. Costs and attorneys' fees under 42 U.S.C. § 1988; and

15. Any other relief that the Court deems appropriate.

16. Plaintiff requests a trial by jury.

Dated: February 6, 2023

Respectfully Submitted,

/s/ Jennifer DeMaster
Jennifer DeMaster
Wis. Bar No. 1124201
attorney@jenniferdemaster.com

DEMASTER LAW LLC
361 Falls Rd # 610
Grafton, WI 53024
Phone: (414) 235-7488
Fax: (262) 536-0515

Attorney for Plaintiff

CURT G. JOA, INC.
 100 CROOKER AVE
 PO Box 903
 SHEBOYGAN FALLS WI 53085-0803
 USA



PROFESSIONAL ENGINEERS - MACHINE DESIGNERS AND MANUFACTURERS

PHONE (920) 467-6136 FAX (920) 467-2924 E-MAIL joa@joa.com

June 1, 2020

Dear Sir or Madam,

Todd Wolf and I have been colleagues at Curt G. Joa, Inc. since early 2016. Through these years, I've had the opportunity to work with Todd on several projects and to learn his character.

Todd was a project manager when I was hired by the organization as Sales and Marketing Director to implement selling process and establish a marketing organization. We worked together during the design and build of the high speed baby diaper production machine intended for market promotion, research and development, and production. Todd led the project with focus on project deliverables and awareness of team dynamics, ensuring deadlines were met and all team members managed their responsibilities to the project. In my experience, I've seen many leaders drive teams to complete due dates and was impressed Todd achieved success by motivating members through insights into their personal drivers. The project succeeded because Todd created a shared vision and motivated the team to embrace it and achieve it.

When I had the opportunity to expand the sales department and hire a business development manager, Todd was the top of the list. He was the ideal candidate for those customer accounts that had grown stagnant due to the deterioration of relationship. I'm pleased with Todd's success in the role. He secured the relationship and expanded sales from the declining accounts, growing both the revenues and the margins. In addition, he created a new selling process that reduced the administrative demands of processing orders and gave him more time for developing sales with other divisions within customer accounts.

My role was expanded with additional marketing activities by removing the sales responsibilities but I continue working closely with Todd. His drive for results and enthusiasm for team dynamics never diminish, despite the natural cycles of business and industry.

I recommend Todd for roles that require business development, sales or project management based on his multiple successes I've observed in the years I've known him. I'm available for more information as desired.

Regards,

Paula M. Inda
 Corporate Director, Global Marketing
pinda@joa.com
 +1 920 467 7312

SINCE 1932 --- LEADERSHIP THROUGH INNOVATIVE THINKING

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June 01, 2020

To Whom It May Concern:

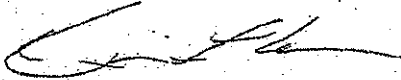
I am writing this letter of recommendation for Todd Wolf. It was a privilege to work with Todd from January 2014 – September 2019 at Curt Joa Inc. When Todd started, I was the cost accounting manager and he was a project leader. After 2 years, Todd was promoted to Business Development Manager in the Sales department. As a member of the finance team, I worked extensively with Todd in both his roles on many multi-million-dollar capital projects.

Todd always demonstrated excellent leadership and communication skills; he could always be counted on to make sure these projects went smoothly. Todd and I worked very closely together in all aspect of these projects, whether it was creating customer quotes, establishing budgets, executive reporting, customer service, monitoring costs throughout the project, or coordinating with other departments to meet difficult deadlines.

I am confident Todd will excel in whatever endeavor he pursues. He is the type of person who cares for the team and is a go-getter that delivers driven results.

I highly recommend Todd without reservation. If you have any further questions, please do not hesitate to contact me.

Sincerely,



Dennis L. Gass, CPA
Domestic Controller
American Orthodontics Inc.

Phone: 920-323-0963

Email: dlgass.cpa@gmail.com

Jen DeMaster

From: Paul Weaver [REDACTED]
Sent: Wednesday, November 9, 2022 6:20 PM
To: Attorney Jennifer DeMaster
Subject: Todd Wolf

d r d r d r d r r r r d dd

Paul C. Weaver

Project 4 Services, LLC.

[REDACTED]

Jen DeMaster

From: Jac ieb[REDACTED]
Sent: Tuesday, November 8, 2022 2: 8 PM
To: Attorney Jennifer DeMaster
Subject: Todd...

Dear attorney DeMaster –

I have known Todd for about 30 years and worked with him for at least 20... a good man and honest as the day is long. I was horrified to learn yet not too surprised by the past events of the day. We certainly live in bizarre times! Todd will ALWAYS look out for whom he is working for. In this case it is the voters. Please give him your best and let him know I give him mine.

Thanks!

Jack Liebl
Director and former CEO (retired)
Sheboygan Paper Box Company



PRESS RELEASE

For Immediate Release: June 23, 2020

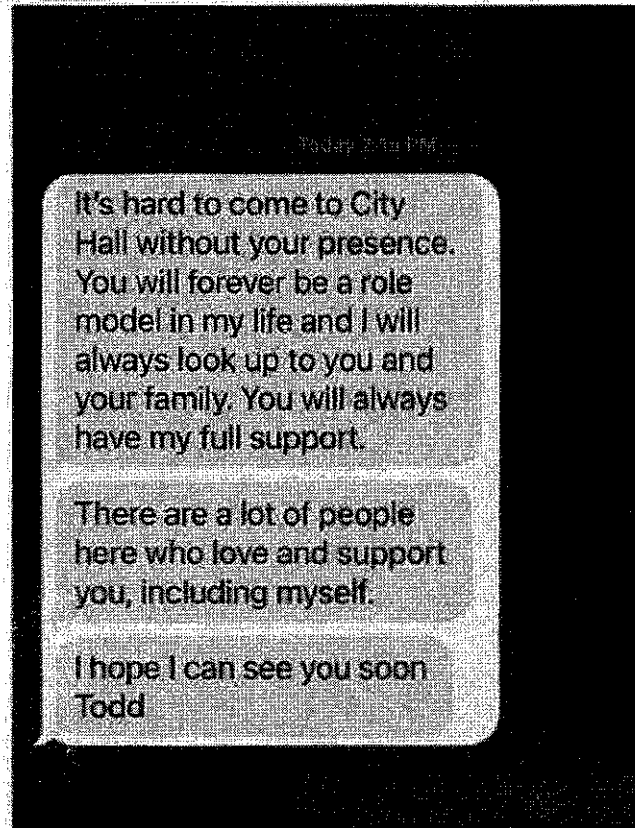
Mayor Mike Vandersteen and the City of Sheboygan Common Council are pleased to announce the appointment and approval of the new City Administrator, Mr. Todd Wolf.

Former Alderperson for District 2 in the City of Sheboygan, Mr. Wolf brings years of public and private sector leadership experience to the position. Mr. Wolf was elected to the common council in 2015, serving as Council President since 2016. He also served as Chair of the Transit Commission and Public Works committee, serves on the Finance and Personnel, RDA, Marina/Parks and Forestry and Capital Improvements committees. He holds a Master's of Science in Technology Management, and is black-belt certified in Lean Six Sigma. He will build upon a strong foundation set by previous leadership. He will begin his role on July 7, 2020.

EXHIBIT

B

exhibitclear.com



I'd work for you any day.
You were a true leader.

Thank you for coming in tonight. Todd, from the moment I met you and how quickly you Took me under your wing to help me understand the processes of the city due to a lack of on boarding processes, I knew it was going to be a wonderful mentorship. I have learned more from you [REDACTED] in the past five months and have excelled, due to your specific guidance. All of

[REDACTED]



Non-Rep Employee Evaluation

Item 11.

EXHIBIT

D

Employee Name: Todd Wolf

Position Title: City Administrator

Department: City Management

Reason For Evaluation:

Annual Other Month Review

Date of Evaluation: 01/22/21

S.T.A.I.R.S. Approach

S.T.A.I.R.S. aligns with the City of Sheboygan's core values of service, teamwork, accountability, innovation, respect, and stewardship (fiscal responsibility).

Check the appropriate rating column.

Exceeds Expectations (4)	Meets Expectations (3)	Opportunity for Development (2)	Unsatisfactory (1)				
Consistently performs above role requirements	Competent in role	Working toward competency	Not meet role requirements	Exceeds Expectations	Meets Expectations	Opportunity for Development	Unsatisfactory

Service	4	3	2	1
Knowledge of Work: Familiarity with job skills, policies, procedures, work area, duties, responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Service Skills: Demonstrates Honesty, tact, courtesy, awareness of & sensitivity to customer needs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internal Service Skills: Demonstrates Honesty, tact, courtesy, awareness of & sensitivity to coworker needs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Diversity: Treats all individuals fairly and respectfully, regardless of their values, beliefs, background, position, or status	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Todd understands the service component of his job. He has a great understanding of his role and responsibility. Todd is beginning to take the steps to further grow and expand his knowledge in diversity and how we can do more.

Teamwork	4	3	2	1
Collaboration: Works with and assists others to achieve departmental and organizational goals and priorities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication Skills: Articulate in expressing facts, ideas, & thoughts with clarity both orally and in writing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooperation: Cooperates with coworkers to ensure alignment with departmental and organizational goals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trust Building: Shares information and knowledge readily coworkers and supervisors	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

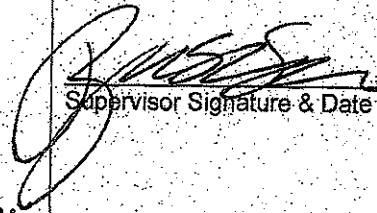

Comments:

Todd is a great team player and more importantly he is a team leader. Todd knows how to collaborate and work towards achieving collective goals.

Non-Rep Employee Evaluation

S.T.A.I.R.S. Approach				Exceeds Expectations	Meets Expectations	Opportunity for Development	Unsatisfactory
Check the appropriate rating column.							
Exceeds Expectations (4)	Meets Expectations (3)	Opportunity for Development (2)	Unsatisfactory (1)				
Consistently performs above role requirements	Competent in role	Working toward competency	Not meet role requirements				
Accountability				4	3	2	1
Ownership: Responsible for the results of one's actions to ensure they are of the highest quality and are delivered in a timely manner				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meeting Work Commitments: Plans work, meets commitments & deadlines, achieves desired results				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flexibility/Adaptability: Responds and adapts to changing situations, policies, practices, stress, and emergencies				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Todd sets a high standard when it comes to accountability. Ensuring that work is being done and task are being assigned properly.							
Innovation				4	3	2	1
Constructive Feedback: Is open and receptive to personal feedback and uses suggestions to modify behavior when appropriate				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative: Self-motivated & makes effort to complete work with minimal supervision				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Problem Solving: Generates efficient approaches to addressing problems and opportunities and makes sound decisions after reviewing all relevant information				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technology: Demonstrates ability to use technology effectively and productively and continually updates skills and knowledge				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Todd is the strongest advocate in the city for innovation. Todd knows that we need new technology to be more effective in the city.							
Respect				4	3	2	1
Attendance: Punctual to work, to meetings, and from breaks; does not abuse leave time				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude: Has "can-do" approach and strives to maintain an optimistic outlook				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Consciousness: Acts with proper safety habits, maintains equipment, corrects unsafe conditions				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Todd brings great energy to city hall, and goes above and beyond when taking on projects at city hall. Todd needs to make sure he is taking time off to avoid burnout.							

Non-Rep Employee Evaluation

S.T.A.I.R.S. Approach				Exceeds Expectations	Meets Expectations	Opportunity for Development	Unsatisfactory
Exceeds Expectations (4)	Meets Expectations (3)	Opportunity for Development (2)	Unsatisfactory (1)				
Check appropriate rating column.							
Consistently performs above role requirements	Competent in role	Working toward competency	Not meet role requirements				
Stewardship (Fiscal Responsibility)				4	3	2	1
Resource Management: Uses city resources and work time wisely to avoid waste				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality of Work: Completed work is accurate, neat, well organized, articulate, thorough & effective				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quantity of Work: Amount of work produced as compared to quantity standards of the position				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: Todd understands the role and responsibility to upholding strong fiscal management in the city.							
Overall Performance Rating Totals							Total Average
Service	Teamwork	Accountability	Innovation	Respect	Stewardship		
15	16	12	16	12	12		3.96
<input checked="" type="checkbox"/> I agree with this Evaluation. <input type="checkbox"/> I do not agree with this Evaluation. *Written explanation should be attached				Supervisor Signature & Date  1/22/2021			
Initials:  1-22-2021 Employee Signature & Date				Director Signature & Date _____			
Overall Comments: Overall, I agree with Todd's self-evaluation. Todd is doing a wonderful job as our city administrator. 2020 has been a challenging year, but he has been able to tackle all our issues head on. I do believe that Todd has taken on more work than we all anticipated. However, he has adapted and making plans to move forward to address all our issues. Keep up the great work.							Rating scale for Percentage Increase: Score 3.0 - 4.0 = 2% Score 2.5 - 3.0 = 1.75% Score 2.0 - 2.5 = 1.50% Score Below 1.99 = 0 to 1.25% <hr/> Score: <u>2</u> %

Non-Rep Employee Evaluation

Performance and Development Goals
Performance Goals: (attach additional documentation as necessary) Examples- form updates, process documentation, procedure enhancements
1. Working with the Finance Dept, clean up our finance and accounting challenges. Lead a transition to Munis. Find and hire a Finance Director that can lead our dept forward.
2. Continue to fix issues in our HR Dept related to payroll, and benefits. Ensuring that we have a better practice at record retention and tracking.
Other: Develop a plan and identify key areas to fill our business park and other areas throughout the city.

Development Goals: (attach additional documentation as necessary) Examples- CPR Certification, Microsoft Office skills coursework, cross-training within department
1. Working with WCMA and ICMA for continued trainings for professional growth and development.
2. Focus on financial processes and practices, and working with CLA for the annual audit. Understanding the issues from our past, and ensuring those areas are not over looked in the future.
Other: Working on LEAN strategies with the LEAN team in the city

Coaching Dates	
Coaching #1: <input type="text"/>	Coaching #3: <input type="text"/>
Coaching #2: <input type="text"/>	Coaching #4: <input type="text"/>

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Non-Rep Employee Evaluation

Employee Name: <u>Todd Wolf</u> Position Title: <u>City Administrator</u> Department: <u>Administration</u>	Reason For Evaluation: <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Other _____ Date of Evaluation: <u>7/16/2021</u>
--	---

S.T.A.I.R.S. Approach

S.T.A.I.R.S. aligns with the City of Sheboygan's core values of service, teamwork, accountability, innovation, respect, and stewardship (fiscal responsibility).

Check the appropriate rating column.

Exceeds Expectations (4)	Meets Expectations (3)	Opportunity for Development (2)	Unsatisfactory (1)				
Consistently performs above role requirements	Competent in role	Working toward competency	Not meet role requirements	Exceeds Expectations	Meets Expectations	Opportunity for Development	Unsatisfactory

Service	4	3	2	1
Knowledge of Work: Familiarity with job skills, policies, procedures, work area, duties, responsibilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Public Service Skills: Demonstrates Honesty, tact, courtesy, awareness of & sensitivity to customer needs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Internal Service Skills: Demonstrates Honesty, tact, courtesy, awareness of & sensitivity to coworker needs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Diversity: Treats all individuals fairly and respectfully, regardless of their values, beliefs, background, position, or status	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Comments:

Work at listening more and talking less eg. repeating others' presentations.

Teamwork	4	3	2	1
Collaboration: Works with and assists others to achieve departmental and organizational goals and priorities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Communication Skills: Articulate in expressing facts, ideas, & thoughts with clarity both orally and in writing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cooperation: Cooperates with coworkers to ensure alignment with departmental and organizational goals	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Trust Building: Shares information and knowledge readily coworkers and supervisors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

Be cautious of using acronyms that aren't defined.

Non-Rep Employee Evaluation

S.T.A.I.R.S. Approach				Exceeds Expectations	Meets Expectations	Opportunity for Development	Unsatisfactory
Check the appropriate rating column.							
Exceeds Expectations (4)	Meets Expectations (3)	Opportunity for Development (2)	Unsatisfactory (1)				
Consistently performs above role requirements	Competent in role	Working toward competency	Not meet role requirements				
Accountability				4	3	2	1
Ownership: Responsible for the results of one's actions to ensure they are of the highest quality and are delivered in a timely manner				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Meeting Work Commitments: Plans work, meets commitments & deadlines, achieves desired results				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Flexibility/Adaptability: Responds and adapts to changing situations, policies, practices, stress, and emergencies				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;"> Good job in meeting January 2021 review goals. </div>							
Innovation				4	3	2	1
Constructive Feedback: is open and receptive to personal feedback and uses suggestions to modify behavior when appropriate				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiative: Self-motivated & makes effort to complete work with minimal supervision				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Problem Solving: Generates efficient approaches to addressing problems and opportunities and makes sound decisions after reviewing all relevant information				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Technology: Demonstrates ability to use technology effectively and productively and continually updates skills and knowledge				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;"> (blank) </div>							
Respect				4	3	2	1
Attendance: Punctual to work, to meetings, and from breaks; does not abuse leave time				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attitude: Has "can-do" approach and strives to maintain an optimistic outlook				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Safety Consciousness: Acts with proper safety habits, maintains equipment, corrects unsafe conditions				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments: <div style="font-family: cursive; font-size: 1.2em; margin-top: 5px;"> Work to lead by example - making sure to take time to re-charge... at least one week away from the office. (Health & Safety issue) </div>							

Non-Rep Employee Evaluation

S.T.A.I.R.S. Approach				Exceeds Expectations	Meets Expectations	Opportunity for Development	Unsatisfactory							
Check appropriate rating column.														
Exceeds Expectations (4)	Meets Expectations (3)	Opportunity for Development (2)	Unsatisfactory (1)											
Consistently performs above role requirements	Competent in role	Working toward competency	Not meet role requirements											
Stewardship (Fiscal Responsibility)				4	3	2	1							
Resource Management: Uses city resources and work time wisely to avoid waste				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Quality of Work: Completed work is accurate, neat, well organized, articulate, thorough & effective				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Quantity of Work: Amount of work produced as compared to quantity standards of the position				<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>							
Comments: <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;"> Rep up the excellent work that you are doing with HR and finance. </div>														
Overall Performance Rating Totals														
Service	Teamwork	Accountability	Innovation	Respect	Stewardship	Total Average								
2.75	3.5	3.66	3.5	3.66	4.0	3.50								
<input type="checkbox"/> I agree with this Evaluation. <input type="checkbox"/> I do not agree with this Evaluation. *Written explanation should be attached Initials: 				<div style="font-family: cursive; font-size: 1.2em; margin-bottom: 10px;"> Barbara Felde 10/16/21 </div> Supervisor Signature & Date										
Employee Signature & Date				Director Signature & Date										
Overall Comments: <div style="font-family: cursive; font-size: 1.2em; margin-top: 10px;"> To align reviews with the city schedules (bet. Nov. Dec.) we will do a "check in" this year at year end, and schedule a formal review in Oct/Nov/Dec. 2022. </div>														
				<table style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #cccccc;"> <th style="font-size: 0.8em;">Rating Scale for Percentage Increase</th> </tr> </thead> <tbody> <tr> <td style="text-align: center; font-size: 0.8em;">Score 3.0 - 4.0 = 2%</td> </tr> <tr> <td style="text-align: center; font-size: 0.8em;">Score 2.5 - 3.0 = 1.75%</td> </tr> <tr> <td style="text-align: center; font-size: 0.8em;">Score 2.0 - 2.5 = 1.50%</td> </tr> <tr> <td style="text-align: center; font-size: 0.8em;">Score Below 1.99 = 0 to 1.25%</td> </tr> <tr style="background-color: #cccccc; height: 10px;"> <th style="font-size: 0.8em;">Percent Increase</th> </tr> <tr> <td style="text-align: center; font-size: 0.8em;">%</td> </tr> </tbody> </table>				Rating Scale for Percentage Increase	Score 3.0 - 4.0 = 2%	Score 2.5 - 3.0 = 1.75%	Score 2.0 - 2.5 = 1.50%	Score Below 1.99 = 0 to 1.25%	Percent Increase	%
Rating Scale for Percentage Increase														
Score 3.0 - 4.0 = 2%														
Score 2.5 - 3.0 = 1.75%														
Score 2.0 - 2.5 = 1.50%														
Score Below 1.99 = 0 to 1.25%														
Percent Increase														
%														

Non-Rep Employee Evaluation

Performance and Development Goals

Performance Goals: (attach additional documentation as necessary)
Examples- form updates, process documentation, procedure enhancements

1. *Continue munis integration and training*

2. *Continue to monitor finance department changes and work to transition comptroller back to the department by the Spring of 2022.*

Other:
a. *Coordinate department's annual report with the state of the city report given by the mayor*
b.

Development Goals: (attach additional documentation as necessary) Examples- CPR Certification, Microsoft Office skills coursework, cross-training within department

1. *Support the Mayor, the Council and the department heads by highlighting their work.*

2. *Commit to professional growth and development ~~and~~ e.g. diversity & inclusion, communication skill, city administrator protocols, technology*

Other:

Coaching Dates

Coaching #1:	<input type="text"/>	Coaching #3:	<input type="text"/>
Coaching #2:	<input type="text"/>	Coaching #4:	<input type="text"/>



Todd Wolf – July 2020 through November 2022 Accomplishments

As City Administrator, I am guiding the shift for staff to focus support the Strategic Plan's S.T.A.I.R.S. (S=Stewardship, T=Teamwork, A=Accountability, I=Innovation, R=Respect, S=Stewardship/Fiscal Responsibility) Core Values as we are trying to:

1. Shift staff focus on the City's Core Values in ALL city processes, actions & operations
2. Drive the City's Mission to steer toward the City's Vision
3. Provide Support to the Strategic Plan's Focus Areas & Goals
4. Improve and Innovate services provided to residents
5. Ensure tighter Fiscal and Process Controls
6. Encompassing Diversity, Equity, Inclusion and Belonging in all city Core Values, actions & operations
7. Create a "Gold Standard" in Operations
8. Make the City an "Employer of Choice"

In my role as City Administrator, I have worked transparently and diligently to create synergies among our departments to improve services, efficiencies, cost savings and morale. After decades of limited interactions between departments, I am helping manage the city staff as a cross-functional team to while implementing numerous long-overdue technology improvements. My background includes a LEAN Six-Sigma Blackbelt certification. (LEAN-a system of techniques & activities for operations to eliminate non-value-added activities & eliminate waste from the business). I have worked assiduously to create new relationships and mend old partnerships with multiple city businesses and their leaders to support growth within the City.

Listed below please find reference to the accomplishments which I have guided my staff to achieve. Our progress is representing some of the most significant internal and external achievements in the City's recent history.

July – December 2020-Accomplishments

1. Met all employees, in all departments on all shifts – literally, physically
 - a. Promote long-overdue cultural changes
 - b. Empowering employees to provide better service, seek positive, proactive changes
 - c. Promote our "Course Correction" showing the change for the future
 - d. Eliminate the "Status Quo" mentality – let staff know they have a voice
 - e. Prelim whistle blower policy setting "If you see something, say something"
 - f. Declare City officially Open for Business by working with businesses to provide support which was previously lacking and/or sporadic
2. Investment in Employees
 - a. Re-aligning employee work focus to support the Strategic Plan's S.T.A.I.R.S. (Service, Teamwork, Accountability, Innovation, Respect, Stewardship-Fiscal Responsibility) Core Values
 - b. Collaborative Job Description revisions to accurately reflect duties performed
 - c. Develop positions goals and personal development goals
 - d. Expand employee training, collaboration & team building



Todd Wolf – July 2020 through November 2022 Accomplishments

- e. Improve communication & synergies between departments
 - f. Annual Employee Survey form revised
 - g. Finance & Human Resource Departments' realignment
 - h. Provided 1st Employee picnic with 100% participation (14% prior)
 - i. Audit & document decades-old or non-existent policies & procedures
 - j. Identify segregation of duties to provide checks & balances
 - k. Provide direct support for Munis Version 2019 upgrade – most recent upgrade in 2017 to Munis Version 11.3. Support for 11.3 expired on 12/31/2020.
 - l. Establish cross-training protocols
 - m. Provide coaching & mentoring opportunities
 - n. Help employees develop within their positions
 - o. Outline career paths for those employees desiring future growth
 - p. Ensure healthy work environments – implement Go365 interactive wellness plan
 - q. Initiate core “LEAN” Team to begin process improvement & save taxpayer dollars
3. Investment in Business Infrastructure
- a. Information & Business Systems assessment completed
 - b. IBMi (AS400 DOS-based mainframe computer system) migration planning for outdated systems – 60% of cities business operations completed on this 30+ year old system.
 - c. Provided professional Project Management for Business & Info Systems upgrade (Baecore).
 - d. Provided additional laptop computers to promote working access during pandemic
 - e. Virtual connectivity for Municipal Court & numerous conference rooms throughout city facilities
 - f. EAM (Enterprise Asset Management) Software exploration – future 5% data reduction from IBMi (AS400 system)
 - g. Begin active management of Loan program – not actively managed in 30+ years
 - h. Neighborly Loan software implementation – collaboration between Development & Finance departments. *Important note: The City's Loan program was operating in two computer systems, with no management, oversight & reconciliation. Loans decades old were unpaid with no penalties/fees assessed and/or collection attempts made. This problem was costing the City tens of thousands of dollars of lost revenue annually. Neighborly Loan software contains an external user interface; now both departments and the customer have access to the loan information as the loans are now actively managed.*
 - i. Creation of Munis upgrade test scripts (internal Munis Procedures) were documented and completed in preparation for the upgrade.
 - j. Microsoft (MS) Office upgrade – began for completion over 2-year period. Phase 1 completed during Spring 2021.
 - k. Covid 19 Business infrastructure upgrades
 - i. New computers & connectivity to support remote work access when/where applicable
 - ii. Safety-related upgrades



Todd Wolf – July 2020 through November 2022 Accomplishments

- iii. Enhanced cleaning protocols to protect employee/visitor safety
- iv. Disinfectant fogging machines purchased & utilized
- v. Filters for improved internal air quality installed
- I. 2021 Budget
 - i. Provided additional Tax Levy support to Library Operations
 - ii. Completed fiscally-responsible budget during health pandemic with unanticipated key leadership change mid-year
 - iii. Maximized closure of TID 11 (Tax Incremental District) & ERP (State of Wisconsin's Expenditure Restraint Program)
 - iv. At the request of the 2020-2021 Common Council, left behind unused Tax Levy for minimal tax increase
- m. Human Resources Department Restructuring
 - i. Process-Procedures review
 - ii. Benefit update & audit
 - iii. Staff changes – additions
- n. Fire Department Contract Negotiations tentative agreement for a 3-year reached December 2020
- o. Process & Control auditing
 - i. Reviews began in 2020
 - ii. Many non-existent processes/controls not reviewed for decades
 - iii. Streamlining & strengthening controls
 - iv. Establish an approval process to vet separation of duties.
- p. Finance Department restructuring
 - i. Audit & document processes & procedures
 - ii. Implement efficiencies (LEAN)
 - iii. Mentorship with a consultant
 - iv. Staff changes/additions

2021 Accomplishments

- 1. Finance related
 - a. Oversee efforts to streamline processes, manage clean-up efforts, strengthen financial controls, establish policies and procedures noted as missing/inadequate per 2020 & 2021 CLA Studies related to Finance and HR Departments
 - b. Hired Baker Tilly as new audit firm after decades with CLA
 - c. Policy Creation and/or Update including; Fund Balance, Tax Incremental Financing, Code of Ethics
 - d. Consolidate internal "monthly" charge entries to "annual" – 2,148 entries reduced to 79, savings of 22 work days, or \$7,700 annually, per staff completing the task
 - e. Streamline Accounts Payable (AP) check-runs from weekly to semi-monthly – improved cash-flow management
 - f. Cross-training for Finance & HR staff for efficiency, continuity and separation of duties.



Todd Wolf – July 2020 through November 2022 Accomplishments

- g. Begin active management of Accounts Receivable (AR Aging not managed prior) – notably Delinquent Personal Property Tax Penalty payments (2021 Budget=\$4,000 / 2021 Actual=\$37,700, 942% increase)
- h. Ambulance rates updated – 1st time in 13 years
- i. Implemented a collections agent to managed the city's delinquent AR accounts
- j. AP vendor transfer from checks to ACH payments (Automated clearing house) – 66 vendors initially transferred, \$55 total print/handling cost per check vs. ACH payment \$0.05 cost per payment; 1,000 fewer checks, \$55,000 annual savings plus significant time savings for Finance staff
- k. AP Vendor information packet – fillable PDF (Portable Document Format) forms for electronic submission now available on City website
- l. AP Vendor virtual credit card rebate implementation – potential \$40,000 annual rebate
- m. Introduction of check scanning software – reducing staff time & expenses associated with daily bank deposits
- n. Auto insurance deductible increase from \$1,000 to \$2,500 = \$19,300 annual savings (historical average of 3 claims per year with average cost of \$2,100 per claim)
- o. Monthly "close" for financial accounts – beginning January 2021 – never "closed" monthly in the City's history – monthly close & "tie-out" completed from January-June 2021
- p. Annual close completed March 15 – 3 months earlier than historical June-July close
- q. Development of long-term General Obligation (GO) debt management plan
- r. Updated the City's Long-Term Investment policy, which dated back to 1995, with the most recent update in 2011
- s. City's Long-Term Investment funds review & update completed
 - i. 1st update in over 5 years
 - ii. Established ongoing periodic review process
- t. Reaffirm Moody's Aa2 rating with positive commentary regarding the City's new GO debt management plan
- u. Adopted 2022 Capital Improvements Program (CIP) with less than \$2 million GO debt related projects.
- v. Hired experienced municipal Finance Director
- w. Began creation of the City's first 5-year Fiscal Strategic Plan with Ehlers, Inc. to better manage valuable financial resources and maximize the plan & management of TID closures for the City's future CIP needs.
- x. Arrange for the City's 5-year revaluation with Grota Appraisals – City's equalized to assessed ratio was non-compliant for 5 consecutive years
 - i. Phase 1 of 5 implemented in Q4-2021
- y. Employee Life Insurance reconciliation and Retiree Health Insurance audit completed (1st time comprehensive reviews ever in city's history) and ongoing audit implemented; 12 ineligible participants removed from the plan
- z. Utilizing Baker Tilly Recruitment Services for HR Director Search



Todd Wolf – July 2020 through November 2022 Accomplishments

2. Employee-related

- a. Initiated mandatory employment practices liability training sessions
 - i. Initiated and completed annual Anti-Harassment Training for all staff
 - ii. Initiated and completed ADA (American Disability Act) FML (Family Medical Leave)-WC (Workers Compensation) training for all managers, supervisors, time-sheet approvers
- b. 10 city employees completed the Lean Government Training – 13 total city employees educated
- c. Began Carlson-Dettmann compensation study – Job descriptions questionnaires completed by employees as part of the review process
- d. Non-represented employee handbook under review – 1st update in 6 years
- e. Increased staff participation at Munis conference by 400%
- f. Expanded annual Munis direct training (PACE) program capacity by 66%
- g. Wellbeing Committee restructured
- h. Implemented Go365 Program for health insurance participants
- i. Reinstated health screen (physical exam) for insurance discount
- j. Continued annual employee HSA Contribution (\$750/\$1,500)
- k. Initiated city's internal education program to support DEIB in the workplace
 - i. Creating & Sustaining Authentic Relationships in the Workplace (all employees)
- l. Increased training & professional development in 2022 Budget by \$40,000
- m. 2021 Employee Holiday gifts completed

3. Business infrastructure related

- a. Completed Munis version 2019 (v2019) upgrade within 4 months and on schedule – at upgrade, 477 users converted, 1,035 remain
- b. Planning for next upgrade, fall 2022
- c. MyCivic electronic community information & engagement platform project approved
- d. Enterprise Fleet management program initiated - \$1 million savings in GO debt for 5-year program
 - i. 1 of 47 statewide entities participating in program
- e. IBMi (AS400) – 40% data reduction
 - i. Parking Stall Rentals & billing moved to Munis
 - ii. Code Enforcement & Permitting moved to Munis
- f. EAM planning/software implementation underway (DTSVueWorks)
 - i. Savings of \$1 million in GO debt for the 5-year CIP program
- g. Neighborly loan program fully implemented, integrated & managed collaboratively by the Finance & Development departments. Neighborly Loan Program online applications implemented – Prior-state (In-Person only applicants) = 5-7 annually; Current state (Online or In-Person applicants) = 50 annually; 714 % increase
- h. MS Office upgrade Phase 1 (version 2010 to version 2019) completed for all servers and computers



Todd Wolf – July 2020 through November 2022 Accomplishments

- i. AT & T phone line consolidation audit completed; 36 unused lines cancelled = \$9,000 annual savings
- j. New equipment secured
 - i. Fire-Rescue Pumper Truck
 - ii. Ambulance
 - iii. Initiated South lakeshore sewer project
 - iv. Multiple wastewater treatment plant upgrades
 - v. 10 new Fixed-route transit buses
 - 1. In 2019 fleet = 75% past useful life
 - 2. 2022 deliveries = 0% past useful life
- 4. Strategic Plan related
 - a. Strategic Plan extension from 2021 through 2022 in process
 - b. Utilizing professional Strategic Planning services to properly engage residents for direct input (Baker Tilly)
 - c. Build upon Focus Areas with the addition of Diversity/Equity/Inclusion/Belonging
 - d. Completed the City's membership to GARE (Government Alliance for Race & Equity) for additional resources, ideas, support
 - e. Promoting Sheboygan as a premiere community – both business & residential
 - f. Housing Advancement strategy
 - i. Creative advancement of housing study
 - ii. Senior housing-option exploration
 - iii. Single family housing development
 - iv. Multi-family & Veterans housing options
 - g. Business Advancement strategy
 - i. Small Business Emergency Assistance Program – COVID-19 Relief Grant Program
 - 1. ARPA funds up to \$10,000 per business with less than 20 employees

2022 Accomplishments (January – November 3, 2022)

- 1. Finance related
 - a. Continuation of process streamlining, oversight of management of clean-up efforts, strengthen financial controls, establish policies and procedures noted as missing/inadequate per 2020 & 2021 CLA studies related to Finance & HR Departments
 - b. Munis Chart of Accounts conversion completed
 - i. 13,800 accounts reduced to 3,600
 - ii. Now in proper alignment with state & federal reporting requirements
 - c. Completion of city's first 5-year Fiscal Strategic Plan with Ehlers Public Finance Advisors, Inc.
 - i. Improved strategic management of valuable financial resources, maximize the fiscal program and timing of TID closures
 - ii. Extending TID closures by 1 year to maximize funding for housing development expansion



Todd Wolf – July 2020 through November 2022 Accomplishments

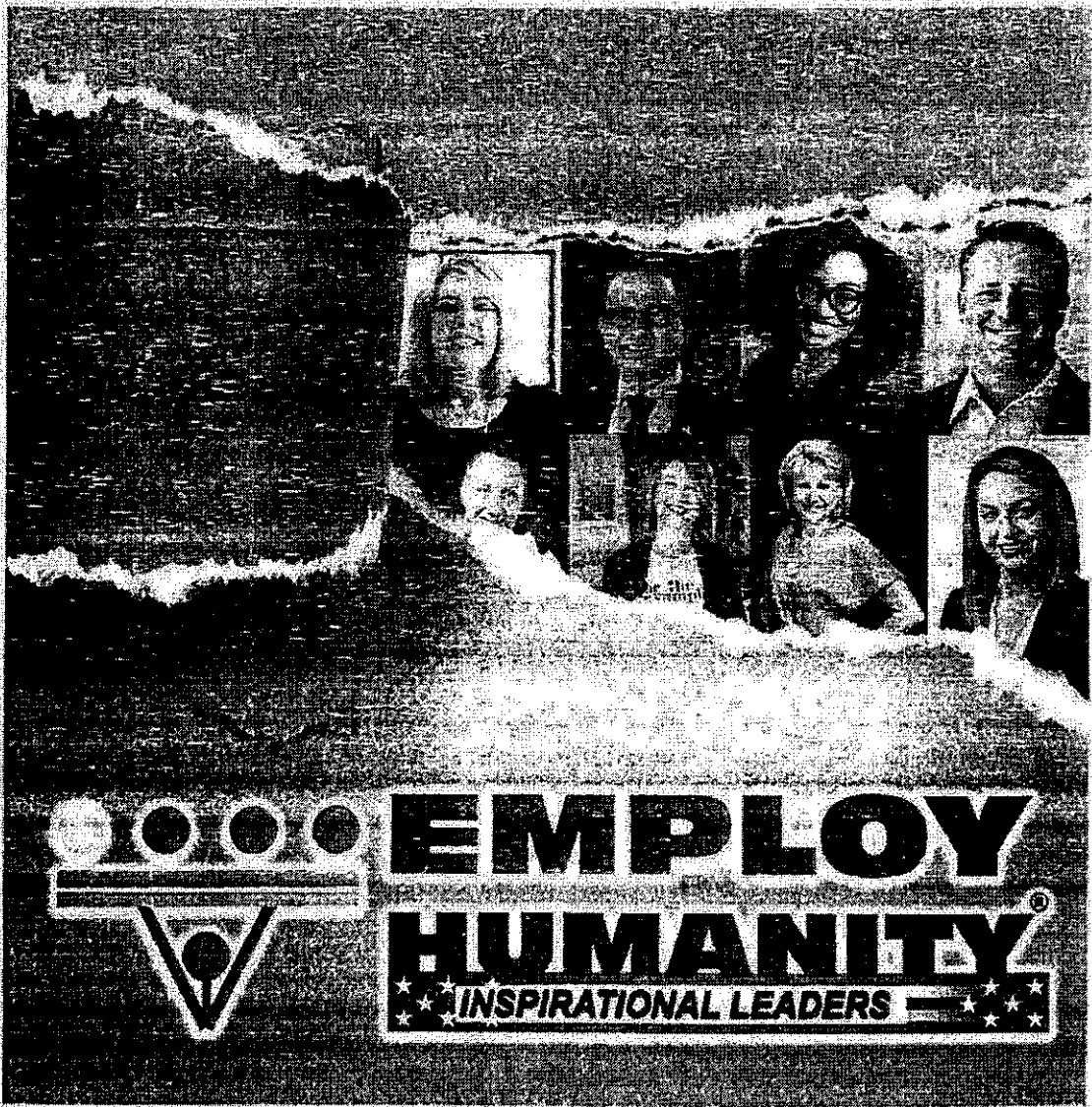
- d. Grota Appraisals Re-Valuation – Phase 2 of 5 underway
 - i. Bringing city into compliance with State Department of Revenue (non-compliant since 2018)
- e. Reaffirm Moody's Aa2 rating
- f. Tyler Payments Credit Card processing module implementation approved & in-process
- 2. Employee-related
 - a. Continued annual employee HSA Contribution (\$750/\$1,500)
 - b. Mandatory employment practices liability training sessions
 - i. Initiated and completed annual Anti-Harassment Training for all staff
 - ii. FLSA Overtime Training for all Managers-Supervisors-Time Approvers
 - c. Leadership Development Training program implemented
 - i. 40 managers/supervisors – 4 sessions completed
 - 1. Leadership: People Skills
 - 2. Inclusivity for Leaders
 - 3. Coaching & Performance Feedback
 - 4. Succession Planning
 - ii. Emotional Intelligence Training (5 sessions) beginning Nov 2022
 - iii. Optional training for Management Team
 - 1. Microaggressions/Macroaggressions training
 - 2. Intersectionality Q & A
 - 3. Uncovering Myths About Disability training
 - d. Expansion of DEIB employee education
 - i. Leading Change – DEIB The Foundation
 - 1. Sep – Oct 2022
 - 2. All-employee training
 - e. Employee Evaluations Revisions
 - i. 2022 Form modified to include DEIB-related measurements
 - ii. Clear instructions on completion of self-evaluations provided
 - iii. Spanish translated document available
 - f. Cross-functional team attended Veterans Summit – Q3
 - g. Tyler-Munis Annual Conference
 - i. Largest representation – 8 staff from 4 departments
 - h. Carlson-Dettmann Compensation Study
 - i. Completed & implemented Q3
 - i. Flores & Associates – FML & ADA 3rd Party Contractor implemented for employees
 - i. Improved process & confidentiality
 - j. Employee Handbook & Policy Update
 - i. In process
 - ii. Inclusivity considerations
 - k. Employee Educational Opportunities implemented:
 - i. EAP Info Sessions completed at 2 city buildings
 - ii. Active Shooter Training at City Hall
 - iii. Fire Drills & Tornado Drill completed



Todd Wolf – July 2020 through November 2022 Accomplishments

- iv. 457 Plan Employee-Advisor individual meetings completed & in-process
 - 1. 1st meetings since 2018
- v. Fire Extinguisher & AED Training – planning for 2023
- 3. Business infrastructure related
 - a. Munis 2021.3 upgrade completed – Aug 2022
 - i. 2021.4 upgrade scheduled – Nov 2022
 - b. FortiClient upgrade & Darktrace Antigena Email Filtering – Q3
 - c. Shoreline Metro HotSpot mobile app implemented – digital fares & payments
 - d. New Harbor Centre Express Trolley received
 - e. MyCivic/Tyler 311 – electronic community information & engagement platform completed & implemented
 - f. Language Line translations services available to all city departments to improve services to community
 - g. Municipal Code revisions underway – including gender-neutral language
 - h. Host Compliance software implemented – collaboration between City Development, City Clerk & Finance
 - i. Uptown Social building completion (Nov 2022)
- 4. Strategic Plan related
 - a. Strategic Planning in process with Baker Tilly
 - i. 1st Plan that engaged residents for direct input
 - b. Build upon the addition of Diversity/Equity/Inclusion/Belonging initiatives
 - c. Work with community partners for education and advancement of the city's DEIB initiatives
 - i. Lakeshore Technical College – Lakeshore DEI Advisory Council
 - 1. Advisory Council member
 - 2. 2022 Diversity Summit participant
 - ii. Sheboygan County Chamber of Commerce
 - 1. Chambers Board – DEI Assessment participant
 - iii. Sheboygan DEIB – Collective
 - 1. Seeking educational resources for city issues

From: Bill Marklein <sayhello@employhumanity.com>
Sent: Sunday, August 7, 2022 2:22 PM
To: Arenz, Carrie
Subject: Meet the 2022 Employ Humanity Inspirational Leaders!



In the spirit of recognizing excellence, Employ Humanity announces the following inspirational leaders for their extraordinary ability to lead, serve and inspire:

Andrew Kamla, Cell.Plus II Inc.

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Calson Bynoe, Employment Resource Group Inc.
 Charm Der, Sargento Foods Inc.
 Cindy Moen, Shopko Optical
 Dr. Diane Chapman, North Carolina State University
 Diane Gadzalinski, Walbec Group
 Dr. Fred Rachman, AllianceChicago
 Gary Picard, Town of Madawaska
 Greg Sabel, C.D. Smith Construction
 James McGregor Jr., McGregor Metal
 Kathryn Poehling Seymour, First Supply
 Sharon Hulce, Employment Resource Group Inc.
 Todd Wolf, City of Sheboygan
 Tom Genevich, Penn National Gaming
 Tonya Coon, myGUmortgage
 Zach Hodge, HODGE

VIEW MAGAZINE

ADVERTISE: Promoting your unique brand, support and celebrate these leaders with an interactive Full Page ad in the official 2022 Employ Humanity Inspirational Leaders magazine. Email sayhello@employhumanity.com for advertising info. This annual digital magazine is heavily promoted for a full year—August to August.

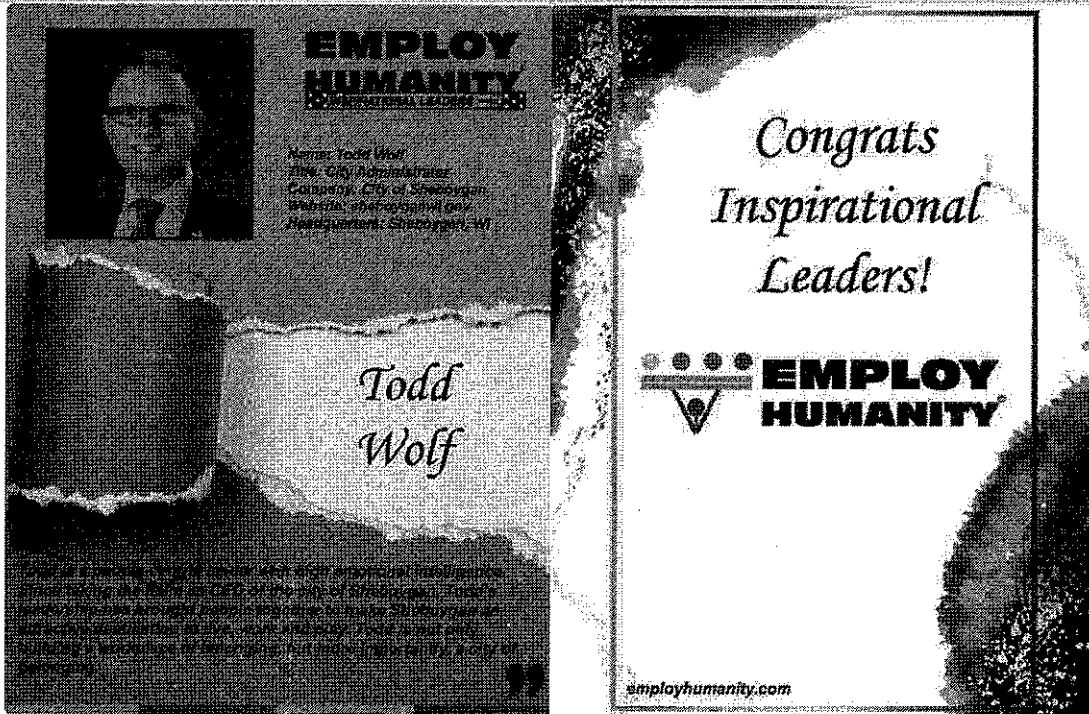
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Gen. Ord. No. 34 - 14 - 15. By Alderpersons Donohue, Dassler, Hammond and VanderWeele. November 3, 2014.

AN ORDINANCE amending Section 2-341 of the Municipal Code so as to extend the expiration date of the initial Chief Administrative Officer appointee's term to August 23, 2016.

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

Section 1. Section 2-341 of the Sheboygan Municipal Code is hereby amended in the second sentence thereof so as to change the expiration date of the initial appointee's term from August 22, 2015 to August 23, 2016, so that, as amended, Section 2-341 shall read as follows:

"Section 2-341. *Appointment and term.*

The chief administrative officer shall be appointed by the common council with input from the mayor. The initial appointee's term shall expire August 23, 2016, and said appointee may be removed only for cause by a three-fourths vote of the common council. The term "cause" as used in this subsection is defined as inefficiency, neglect of duty, official misconduct or malfeasance in office."

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Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated _____ 20_____. _____, City Clerk

Approved _____ 20_____. _____, Mayor



EMPLOYMENT AGREEMENT

This Agreement is made and entered into this 23 day of JUNE, 2020, by and between the City of Sheboygan, a municipal corporation, (hereinafter called the "City") and Todd Wolf, (hereinafter called the "Employee"). The City and the Employee agree to the following terms for the Employee's employment as the City Administrator.

1. The Employee's starting salary shall be \$150,000 per year, prorated in 2020 based upon the starting date of employment. In addition, in each consecutive year the Employee shall receive an increase commensurate with the guidelines of the City of Sheboygan Non-Represented Compensation Program ("Program"). However, notwithstanding the guidelines of the Program, the merit portion of the increase shall not be less than 1.7% should the Employee achieve the council's defined goals and expectations.
2. Upon commencing employment, the Employee shall be credited with 168 hours of Vacation Paid Time Off (PTO). Effective January 1, 2021, and each year thereafter, the Employee shall be eligible for 200 hours of Vacation PTO. In addition, the Employee shall be eligible for 80 hours of Discretionary PTO, prorated to 40 hours for 2020, with the same provisions applicable to other Non-Representative Employees. The Employee may bank up to a total 160 hours of unused PTO for use in years after the year(s) in which such hours were earned.
3. Except as otherwise provided in this Agreement, the Employee shall be entitled, at minimum, to the highest level of benefits available to other Non-Represented Employees of the City as provided by the City's policies, ordinances, personnel rules, and regulations.
4. In recognition that the Employee shall participate in frequent meetings outside of City Hall, the City agrees to provide the Employee with access to a municipal vehicle. The City shall reimburse the Employee at the IRS standard mileage rate for any business use of the Employee's private vehicle.
5. Membership dues in the International City/County Management Association and the Wisconsin City/County Management Association shall be provided by the City.
6. Professional development is encouraged, and the City shall pay expenses incurred by the Employee to attend the annual conference of the International City/County Management Association or an equivalent conference. In addition, the City shall

EXHIBIT

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pay expenses incurred by the Employee to attend other conferences of professional and educational organizations within the State of Wisconsin. The Employee shall be bound by City policies related the attendance of such conferences (including the city's travel and meals policies.) Notwithstanding the provisions of this paragraph, the City shall not be bound to pay for professional development expenses in excess of \$5,000.00 without the prior approval of the Common Council.

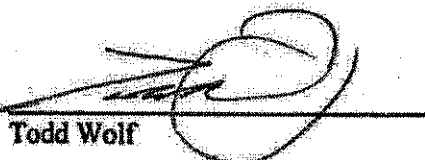
7. In order to enable the Employee to perform his duties as a representative of the City, the City shall provide an expense account of \$2,500.00 per year. The Employee shall document his expenditures and follow all applicable policies of the City.
8. The Employee is encouraged to participate and be directly involved in appropriate local service or community organizations. Accordingly, the City shall pay for the reasonable membership fees and/or dues to allow the Employee to become an active member in a local service or community organization.
9. Recognizing the importance of constant communication and maximum productivity, the City shall either provide the Employee with a mobile phone including a service contract for adequate call, text, and data or provide the Employee with a mobile phone allowance per City policy.
10. The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employee and the community, following consultation with and agreement by the mayor and council president, the Employee may accept limited teaching, consulting, or other business opportunities. No such arrangements may interfere with or create a conflict of interest with the responsibilities of the Employee as set forth in his job description, City ordinances, and this Agreement. The provisions allowing the Employee to accept additional opportunities shall be effective August 1, 2021.
11. The Employee cannot be reassigned from the position of City Administrator to another position without the Employee's express written consent.
12. For the purpose of this agreement, termination shall occur:
 - a. If 80% of the City Council votes to terminate Employee in accordance with a properly posted and duly authorized public meeting.
 - b. If the City or its citizens successfully acts to amend the provisions of Chapter 2, Article III, Division 5 of Sheboygan Municipal Code (the

enabling ordinance relating to the duties, authority, and powers of the City Administrator) or the City Administrator job description in such a way as to substantially reduce the role, powers, duties, authority, and responsibilities of the City Administrator's position in a manner that makes significant changes to the form of government. The Employee shall have the right to declare that such amendments constitute termination.

- c. If the City reduces the base salary, compensation, or any other benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads.
 - d. If the Employee resigns following an offer to accept resignation, whether formal or informal, made by a representative of the City in response to action by a majority of the Common Council authorizing such an offer. In such a case, the Employee may declare a termination as of the date of the said offer.
13. Severance shall be paid to the Employee when employment is terminated as defined in Section 12 as follows:
- a. The City shall provide a minimum severance payment equal to six (6) months' salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing biweekly basis, at the Employee's option.
 - b. In the event the Employee is terminated prior to the time that he is fully vested in the Wisconsin Retirement System (WRS), the City agrees to pay to the Employee the sum of all payments made on his behalf as the Employer-Required Contribution to the WRS, in addition to the severance payment described in subparagraph a. If the Employee is fully vested at the time of termination, the severance payment shall be as outlined in subparagraph a.
 - c. The City shall compensate the Employee for all earned but unused PTO leave, including up to 160 hours of banked PTO.
 - d. For a period of six months following termination, the City shall pay the cost to continue the following benefits for the Employee: life, health, and dental insurance. The Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act ("COBRA") beyond six months, at the Employee's expense

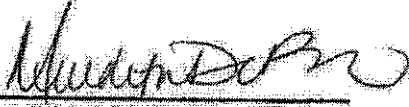
- e. If the Employee is terminated for cause with due process or because of a felony conviction, then the City is not obligated to pay severance under this section.
- 14. If the Employee voluntarily resigns his position, he must provide the City a minimum of 60 calendar days' written notice unless the City and the Employee agree otherwise.
- 15. The starting date of employment shall be no later than 20 calendar days after the offer of employment is extended by the City Council.
- 16. This employment agreement is in addition to any and all conditions of employment defined set forth in the Sheboygan Municipal Code and city policies, including any conditions set forth in the ordinance creating the City Administrator position. Nothing in this agreement shall contravene the ordinance.


 Michael Vandersteen, Mayor


 Todd Wolf

6-23-2020
 Date

6-23-2020
 Date


 Attest: Meredith De Bruin, City Clerk

6-24-2020
 Date

This agreement is authorized pursuant to Res. 40-20-21

Gen. Ord. No. 41 - 20 - 21. By Alderpersons Donohue and Bohren.
March 15, 2021.

AN ORDINANCE amending the Municipal Code to assign the statutory duties of comptroller to the City Administrator.

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

Section 1. Chapter 2, Article III, Division 5 of the Municipal Code is hereby amended to read as follows:

"DIVISION 5. CITY ADMINISTRATOR

Sec. 2-340. *Position established.*

- (a) The position of city administrator is established for the city service, which position shall be under the direction of the common council with input from the mayor.
- (b) All references to chief administrative officer in this Code shall be changed to city administrator.

Sec. 2-341. *Appointment and term.*

The city administrator shall be appointed by the common council with input from the mayor. Said appointee may be removed only for cause by a four-fifths vote of the common council. The term "cause" as used in this subsection, is defined as inefficiency, neglect of duty, official misconduct or malfeasance in office.

Sec. 2-342. *Duties.*

The city administrator shall perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute for the comptroller.

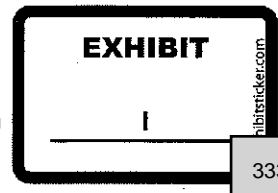
Sec. 2-343 - 2-365. *Reserved.*"

Section 2. Section 2-937 of the Municipal Code entitled "Finance director/treasurer" is hereby amended in subsection (b) thereof to read as follows:

"Sec. 2-937. *Finance director/treasurer.*

....

- (b) *Duties and authority.* The finance director/treasurer shall be:



- (1) The administrative head of the finance department and as such shall supervise the work of all the officers and employees thereof for the effective and efficient operation of the department and the city's fiscal affairs.
- (2) The finance director/treasurer shall perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute for the treasurer.
- (3) Responsible for reports required by state statutes and such others as may be required by law and the common council.

... "

Section 3. Section 2-225 of the Municipal Code entitled "Bonds generally" is hereby amended to read as follows:

"Section 2-225. *Bonds generally.*

- (a) The various city officers and employees shall be bonded in the following amounts:

...

- (6) City administrator, \$20,000.00

..."

Section 4. Section 2-938 of the Municipal Code entitled "Contracts for tax incremental financing projects" is hereby amended to read as follows:

"Section 2-938. *Contracts for tax incremental financing.*

No contract for tax incremental financing district projects or change orders to such contracts shall be executed on the part of the city until the city administrator shall have countersigned the contract of change order and made an endorsement thereon, showing that sufficient funds are in the treasury to meet the expense thereof, or that provision has been made to pay the liability that will accrue thereunder."

Section 5. Section 2-966 of the Municipal Code entitled "Approval" is hereby amended to read as follows:

"Section 2-966. *Approval.*

- (a) An alternative system of approving financial claims against the municipal treasury, other than claims subject to Wis. Stat. § 893.80, is established under Wis. Stat. § 66.0609. Payments may be made from the city treasury after the city administrator audits and approves each claim as a proper charge against the treasury and endorses his or her approval on the claim having determined that the following conditions have been complied with:
- (1) Funds are available therefor pursuant to the budget approved by the common council.
 - (2) The item or service covered by such claim has been duly authorized by the proper official, department head or board or commission.
 - (3) The item or service has been actually supplied or rendered in conformity with such authorization.
 - (4) The claim is just and valid pursuant to law.

The city administrator may require the submission of such proof and evidence to support the conditions as in his or her discretion he or she may deem necessary.

- (b) The city administrator shall file with the common council, not less than monthly, a list of the claims approved, showing the date paid, the name of the claimant, the purpose and the amount.
- (c) The common council shall authorize an annual detailed audit of its financial transactions and accounts by the department of revenue pursuant to Wis. Stat. § 73.10 or by a public accountant licensed under Wis. Stat. ch. 442, the designation to be made by the common council.
- (d) Such system shall be operative only if the city administrator is covered by a fidelity bond of not less than \$20,000.00.
- (e) With the adoption of this section, the claim procedure required by Wis. Stat. §§ 61.25(6), 61.51, 62.09(10), 62.11, and 62.12, and other relevant provisions, except Wis. Stat. § 893.80, is not applicable."

Section 6. Section 10-103 of the Municipal Code entitled "Retail 'Class B' licenses" is hereby amended in subsection (g) thereof to repeal subsections (1), (2), and (3) thereof, such that said subsection (g) reads as follows:

"Sec. 10-103. Retail "Class B" licenses.

- (g) The fee for an initial issuance of a reserve "Class B" license, as defined in Wis. Stats. § 125.51(4)(a)4, shall be \$10,000.00, except that the fee for an initial issuance of a reserve "Class B" license to a bona fide club or lodge situated and incorporated in Wisconsin for at least six years is the fee established under section 10-104 for such a club or lodge. The fee under this subsection is in addition to any other fee required under this chapter. The annual fee for renewal of a reserved "Class B" license, as defined in Wis. Stat. § 125.51(4)(a)4 is the fee established in subsection (d) above."

Section 7. Section 34-273 of the Municipal Code entitled "Investment of fund" is hereby amended to read as follows:

"Sec. 34-273. *Investment of fund.*

Under this division, when any money in the perpetual care trust fund shall not have been transferred to another city fund, the city administrator, under supervision of the council and the finance committee, shall - to the extent permitted by the City's adopted Investment Policy - purchase securities issued or guaranteed as to the principal and interest by the United States government; bonds or securities of any county, city or drainage district; bonds or securities of any vocational, technical and adult education district, village, town or school district of this state; or may invest in the state local government pooled-investment fund. The interest on these investments shall be collected by the city administrator, and he or she shall make a semiannual report to the council in which he or she shall itemize the securities and the amount of interest received. The city administrator, council and the finance committee shall analyze such securities at least twice a year as to advisability of retaining any securities."

Section 8. Section 58-38 of the Municipal Code entitled "Audits" is hereby amended in subsection (a) thereof to read as follows:

"Sec. 58-38. *Audits.*

- (a) The library board shall audit and approve all expenditures of the public library and forward the bills or vouchers covering the expenditures, setting forth the name of each claimant or payee, the amount of each expenditure and the purpose for which it was expended, to the city administrator. The library shall include a statement, signed by the library board secretary or other designee of the library board, that the expenditure has

been incurred and that the library board has audited and approved the expenditure. The appropriate municipal official shall then pay the bill as others are paid.

...."

Section 9. Section 74-11 of the Municipal Code entitled "Audits and reports" is hereby amended to read as follows:

"Sec. 74-11. *Audits and reports.*

All claims and demands against the city pertaining to parks, parkways, boulevards or pleasure drives shall, prior to their allowance by the city, be audited and adjusted by the city administrator. Immediately after their allowance, a list of claims and demands so allowed shall be furnished to the finance director/treasurer stating the character of the materials furnished or services rendered to ensure appropriate payments are made."

Section 10. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20_____, _____, Mayor

EXHIBITJ

exhibitsmaker.com

CITY OF SHEBOYGAN
DEPARTMENTAL CORRESPONDENCE

TO: Todd Wolf
City Administrator

FROM: Charles C. Adams
City Attorney

SUBJECT: Powers of Mayor, Administrator, and Common Council

DATE: January 21, 2021

You asked to meet to discuss the respective powers of the mayor, administrator, and common council. In preparation for that meeting, I have drafted this memo as an outline for our meeting and as a document you can keep on hand for later reference.

I. FORMS OF MUNICIPAL GOVERNMENT IN WISCONSIN

A. Three Types of Municipal Governments

In Wisconsin there are many types of governments. Most people are aware of state, county, and municipal government, as well as school districts and technical college districts.

However, beyond that, there are many other types of special purpose governments, such as sewerage districts, housing authorities, and the Miller Park construction district. There are only three forms of local general-purpose ("municipal") governments: towns, villages, and cities.

1. Towns

Cities and villages are full municipal corporations, while towns are a lesser form of government, designed not to provide the full spectrum of services found in cities and villages. As such, towns have a very different form of government from cities and villages. For example, they hold an annual town meeting where residents can discuss and vote on many issues of town governance.

2. Villages

Villages are more like cities—they have a level of home rule under the state constitution and they are governed by elected representatives. Unlike cities, however, villages do not have separate executive and legislative functions. Villages are led by a board of trustees. One of those trustees is the Village President. Both executive and legislative functions are united

within the Village Board. A village may appoint a Village Administrator, who in many cases has rather broad authority both in executive and legislative functions.

3. Cities

Cities also enjoy a level of constitutional home rule. However, executive and legislative functions are generally separated. It may be helpful to think of the difference at the federal level between Presidential power (executive power) and Congress (legislative power.) This illustration isn't perfect, but it does provide a framework for thinking through the exercise of authority in Wisconsin cities.

B. Two Types of City Governance

1. Mayor-Council

Cities in Wisconsin generally operate under what is termed the Mayor-Council form of government. Mayors in this system are often called "strong mayors" and have a large degree of control and responsibility over the executive functions of municipal government. In fact, in Wisconsin, mayors are designated as the chief executive officer of a city with a Mayor-Council form of government. This form of government is set forth in Chapter 62 of the Wisconsin Statutes. That said, some commentators describe Wisconsin mayors as "weak mayors" because they do not have the nearly unfettered authority that mayors in some major U.S. cities have. Some powers are retained by the common council.

2. Council-Manager

Cities do have the option of two other forms of governance. One, the commission model, has disappeared in Wisconsin, though it is technically an option. The other is the Council-Manager form of government in which an elected city council appoints a City Manager to oversee day-to-day municipal operations, draft a budget, and implement and enforce the council's initiatives. This form of government is set forth in Chapter 64 of the Wisconsin Statutes.

3. Mayor-Council as the default form of city government

Unless a City specifically chooses to adopt the Council-Manager form of government, it must follow the Mayor-Council form of government. A 2016 survey suggests that only about 10% of cities

{ PAGE * MERGEFORMAT }

in Wisconsin have chosen to be governed under the Council-Manager form of governance.

4. Distinguishing the types of authority exercised by various municipal officials

Before moving on to the various roles and authorities granted to the mayor and the administrator under state law and city ordinances, it is worth discussing the difference between legislative powers (which are exercised or delegated by the common council), executive powers (which are exercised or delegated by the mayor), and administrative powers (which may be exercised or delegated in multiple ways.)

Legislative powers clearly include enacting legislation. As such, the common council retains authority over adopting a budget, determining the services a municipality will provide, or enacting land use regulations. Development of citywide policies may also be seen as a legislative function, one that is often delegated to an administrator or others.¹

Executive powers include directing staff; interpreting policies; creating procedures, internal guidance, and forms to assist with the execution of policies that have been approved by the legislative branch; determining the details of carrying out services the governing body has decided to provide; and making other decisions related to matters where legislation is silent as to the details.²

Administrative powers include such things as carrying out very specific instructions, signing checks, etc.³ Administrative powers are often described as "ministerial duties" and are often considered to be contained within executive authority.⁴

Legislative power, as opposed to executive power and administrative power, "is the authority to make laws, but not to enforce them, or appoint the agents charged with the duty of such enforcement."⁵ In drawing the difference between legislative power and executive power, the test for deciding what is legislative and what is executive or administrative "has been said to be whether

¹ Davis, Maria and Silverman, Claire: "Roles and Authority of Governing Body Members," published in the June 2019 issue of The Municipality, p. 19-20

² *Ibid.*

³ *Ibid.*

⁴ 2A McQuillin Mun. Corp. sec. 10:6 (3d ed.) (footnotes omitted).

⁵ *Ibid.*

the ordinance is one making a new law, or one executing a law already in existence."⁶

The line between legislative acts and executive acts is not always entirely clear. As such, the lines dividing the authority of a mayor and that of an administrator are also not always clear cut.

II. SHEBOYGAN'S FORM OF GOVERNMENT

A. Role of the Mayor

Sheboygan operates under the Mayor-Council form of government. As such, the mayor is the chief executive officer of the city, and the common council generally exercises legislative authority.

1. As chief executive officer of the city

The mayor is the city's chief executive officer.⁷ As such, the mayor exercises executive authority on behalf of a city by ensuring that city ordinances and state laws are observed and enforced, overseeing day-to-day operations, and making sure that all city officers and employees discharge their duties.

2. Relationship with the common council

The mayor is considered to be a member of the common council⁸, albeit a member with a different role and authority from an alderperson. The mayor cannot vote except in a case of a tie,⁹ but he or she presides over council meetings and can veto acts or decisions of the council.¹⁰ In Sheboygan, the mayor not only has general veto power, but can exercise a partial budget veto, thereby disapproving of any annual budget item.¹¹

Mayors also have the authority to provide any information and make such recommendations to the common council as he or she sees fit.¹² As presiding officer, the mayor also exercises control over the council agenda, though there are provisions in the city code to allow the common council to place items on the agenda over the objection of the mayor.¹³ The mayor makes the

⁶ *Ibid.*

⁷ Wis. Stat. §62.09(8)(a)

⁸ Wis. Stat. §62.11(1)

⁹ Sheboygan Municipal Code, §2-135

¹⁰ Wis. Stat. §62.09(8)(c)

¹¹ Code, §2-137

¹² Wis. Stat. §62.09(8)(b)

¹³ Code, §2-170

decision whether to call special meetings.¹⁴ The mayor makes most appointments to boards, commissions, and committees,¹⁵ and serves *ex officio*¹⁶ on a number of city boards and commissions, in some cases as the chair.

3. Emergency powers of the mayor

The mayor also has certain emergency powers. The mayor may declare an emergency if, due to the emergency conditions, the common council is unable to meet with sufficient promptness to declare the emergency¹⁷. (Though, such a declaration is subject to ratification, alteration, modification, or repeal by the common council once they can meet.)¹⁸ The mayor specifically has authority to declare snow emergencies or to issue emergency orders closing streets, sidewalks, and city parking areas.¹⁹

4. Ultimate head in charge of police and fire departments

Because Sheboygan has not granted the optional powers it could grant the Police and Fire Commission, the Mayor of Sheboygan is the ultimate head of the city's police and fire departments.²⁰

5. Other powers and duties of the mayor

Some lesser known powers of the mayor include the following: the mayor serves with the City Attorney and the Director of Public Works and Engineering on a board that determines compensation for all encroachments.²¹ The mayor may consent or withhold consent from the appointment of the cemetery and parks supervisor (and his or her assistants) as special police officers within the cemetery,²² as well as approve any auxiliary police officers.²³ The mayor must approve any gift or reward from a person (or friends or benefactors of such person) who was in

¹⁴ Code, §2-114

¹⁵ See, e.g., Code, §2-222

¹⁶ Note that many people misunderstand the term *ex officio* to mean "non-voting." The term does not mean "non-voting," but rather means that a person is serving in an office or position solely by virtue of their office. For example, the mayor serves *ex officio* as the chair of the capital improvements commission. He or she has a vote, but upon leaving the office of mayor, the new mayor takes that position with no need for appointment or confirmation.

¹⁷ Code, §42-101(a)

¹⁸ Code, §42-101(b)

¹⁹ Code, §42-104(a)

²⁰ Wis. Stat. §62.09(8)(d)

²¹ Code, §110-112

²² Code, §34-93

²³ Code, §54-68

custody or was discharged from custody.²⁴ The mayor may request that the required record of arrests to be provided to the common council be done so more than just quarterly.²⁵ The mayor must approve any parade permits issued in connection with a circus, a dog or pony show, or a menagerie.²⁶

B. Role of the City Administrator

City administrators are not statutorily-created positions. The position is created by a city under its home rule powers. As such, there is a wide variety of authority granted to such administrators.

1. History of the position

In Sheboygan, the position was first created in 2011.²⁷ The position was initially called "chief administrative officer," and that terminology still appears in some places in the Municipal Code.²⁸ The chief administrative officer was also the finance director and held the role of treasurer.

In 2016, when the first appointee decided to retire at the end of his term, the common council was divided on whether to continue the position. A proposal to eliminate the position and give all authority granted to the chief administrative officer to the mayor, except those already held by the treasurer²⁹ was defeated. Instead, the common council simply hired a new person to the position, but began to refer to that person as the City Administrator.

Some of the financial duties of the job were transferred to the finance director (including the duties of treasurer, along with the duties as comptroller she already had), and a number of city policies were changed to reflect the thought that the administrator should be involved more broadly in administering the day-to-day work of all of the departments.

As such, the common council, via resolution, authorized changes in policies that authorized the administrator to do performance

²⁴ Code, §54-106

²⁵ Code, §54-65

²⁶ Code, §14-164

²⁷ Ord. No. 24-11-12, passed October 3, 2011

²⁸ See, e.g., Chapter 2, Article III, Division 5 of the Code, which establishes the position, sets the method of appointment and term, and sets forth the duties of the position.

²⁹ The first chief administrative officer also exercised the role of treasurer and comptroller.

reviews for department heads.³⁰ Note, however, that said authority does not supplant the duty and authority of the mayor granted by statute to ensure that all city officers and employees discharge their duties.³¹

2. General role of administrator

Since the administrator is not an official with statutory authority, any determination of power is set forth by ordinance. City ordinances may not overrule state statutes. The administrator is a creature of the common council, and the common council may generally delegate its authority to the administrator, though it may not remove authority statutorily granted to the mayor. Where the statutes are not clear on what authority is granted to the common council versus the mayor, it may be possible for both officers to hold dual authority, especially when, as has been the case for the past eight years, there is general accord between the mayor and the administrator over who will primarily exercise certain types of authority. That said, where it is not clear that a particular power is granted solely to either the mayor or the common council, it can be helpful to recall that the mayor general fulfills the role of the executive branch and the administrator fulfills the role of the legislative branch.

The Sheboygan Municipal Code provides little guidance as to the duties and authority of the administrator in the specific portion of the statute that sets forth the duties, noting only that the person "shall perform the duties and shall have the authority and powers prescribed by the common council."³² However, other sections of the Code set forth specific duties and authority that have been delegated to the administrator.

The duties and powers delegated to the administrator by the common council include those set forth in the following paragraphs.

³⁰ Note that technically the city has both offices and departments. The elected heads of offices (City Clerk, City Attorney, and Municipal Judge) are also generally referred to as department heads, but their offices are not overseen by the City Administrator. The non-elected heads of offices (treasurer/comptroller, assessor, police chief, and fire chief) are also generally referred to as department heads and the City Administrator does performance reviews for these officers. As noted later in this memo, there are potential issues with this process, especially as it relates to the police and fire chiefs.

³¹ Wis. Stat. §62.09(8)(a)

³² Code, §2-342

3. Role of the administrator as relates directly to the common council or its committees

The administrator is one of several officials who have the privilege of the floor at common council meetings without the need for a special motion to open the floor.³³

The administrator is required to meet annually with the finance and personnel committee to project goals and objectives for the ensuing budget year.³⁴

The administrator has the duty to establish and maintain a purchasing policy, and notify the common council of any changes.³⁵ It is pursuant to that policy that the common council has delegated authority to the administrator to settle most claims (both by and against the city) without prior common council approval.

4. Role of the administrator related to appointments of department heads

While appointments to committees, commissions, and boards are all under the bailiwick of the mayor, the administrator has been granted some input into the appointment of some employees. The common council appoints the following positions after receiving recommendations from both the mayor and the administrator:

City assessor³⁶

Director of human resources and labor relations³⁷

Director of information technology³⁸

Director of planning and development³⁹

Director of public works⁴⁰

Finance Director/Treasurer⁴¹

5. Role of the administrator related to financial matters and the budget

The administrator is charged with reviewing departmental budget requests for the following year; obtaining and setting out the

³³ Code, §2-35

³⁴ Code, §2-901

³⁵ Code, §2-338

³⁶ Code, §2-415

³⁷ Code, §2-420(b)

³⁸ Code, §2-419(b)

³⁹ Code, §86-92

⁴⁰ Code, §2-397(b)

⁴¹ Code, §2-937(a); and note that currently this includes the comptroller role, as discussed above.

format for departmental and special fund receipts, disbursement, and estimates for the following year⁴²; submitting a preliminary budget to the finance committee⁴³; working with committee chairs to consider departmental estimates and budget requests; making budget recommendations to go to the committees overseeing each respective department, office, or fund⁴⁴; and preparing and submitting to the common council a proposed executive budget.⁴⁵

6. Role of the administrator related to employee and labor relations

The administrator is charged with maintaining the city's employee classification and compensation program.⁴⁶ This includes budgetary authority,⁴⁷ annual reviews of the table of organization⁴⁸, authority to approve mid-year-changes to the table of organization without common council approval,⁴⁹ and authority to approve modifications (including addition and deletions of positions) that do not require budgetary changes without common council approval.⁵⁰

The administrator must approve any substantive job description changes and salary grade changes.⁵¹ He or she also must approve paying any new hires at an initial rate greater than the midpoint of the wage or salary range for the position (but no higher than the top of said range.)⁵²

The administrator has an important role in dealing with temporary vacancies in job positions. When there is a temporary vacancy (between two weeks and six months) in a non-represented position, the administrator receives recommendations about how to fill those positions with subordinate employees, and has the authority to act on them.⁵³ He or she must then determine within six months of the vacancy beginning whether the opening shall remain or whether the table of organization needs changing. Unless it results in a change in the budget, he or she can

⁴² Code, §2-902(a)
⁴³ Code, §2-902(b)
⁴⁴ Code, §2-902(c)
⁴⁵ Code, §2-904
⁴⁶ Code, §82-1(a)
⁴⁷ Code, §82-1(b)(2)
⁴⁸ Code, §82-1(b)(4)
⁴⁹ *Ibid.*, see also Code, §82-24(b)
⁵⁰ Code, §82-1(b)(5)
⁵¹ Code, §82-66
⁵² Code, §82-62
⁵³ Code, §82-57(a)

implement that change and follow the rules for reclassifying the employee.⁵⁴

The administrator has authority to abolish certain positions in the interest of economy, lack of work or funds, or other just causes, resulting in the termination of an employee for other than cause.⁵⁵ Whenever that abolishment results in reduction of the number of employees in a class code to a number other than zero, the administrator has authority to consider factors to determine who is laid off, except when collective bargaining agreements control the determination.⁵⁶

The administrator has the authority to approve paid training leave of three weeks or less in a given year without common council approval, and must recommend to the finance and personnel committee any paid training leave of more than three weeks (with a maximum of 12 weeks in a calendar year.)⁵⁷ He or she must also recommend to the common council any "special leave" for attendance at extended courses at recognized universities or colleges.⁵⁸ The administrator may authorize leaves of absence without pay for up to three months in a calendar year without approval by the common council.⁵⁹

7. Role of the administrator related to the senior center

The administrator has the authority to establish and direct policy for the senior center, develop a mission statement, establish goals, be involved in the selection of the supervisor (but not, interestingly, the joint authority to appoint, which rests solely with the mayor), and to establish bylaws for the center.⁶⁰ The administrator may also set evening, Friday, and weekend hours for the center.⁶¹ The administrator oversees the management and operation as well as the budget and financial activities of the senior, with input from the senior activity center commission.⁶² The administrator is required to report annually to the common council on the status of the management

⁵⁴ Code, §82-57(b)

⁵⁵ Code, §82-25

⁵⁶ *Ibid.*

⁵⁷ Code, §82-93

⁵⁸ Code, §82-96

⁵⁹ Code, §82-92

⁶⁰ Code, §2-730(a)

⁶¹ Code, §2-730(b)

⁶² Code, §2-730(c) and (d)

and operation of the senior center⁶³ and shall encourage and promote gifts and donations to the senior center.⁶⁴

8. Other miscellaneous duties and authorities of the administrator

The administrator has the authority to set the normal working hours for city hall, though he or she must provide reasonable notice of any changes.⁶⁵

The administrator is the legal custodian of his or her records, as well as the records of his or her department.⁶⁶

The administrator has general authority to ask for advice from non-residents of the city had having them participate on a team of employees or persons with special expertise for the purpose of advising the administrator on issues over which he or she makes reports or recommendations to the mayor or common council.⁶⁷ Note that the mayor has similar authority, though the purposes may be broader. Note also that none of this necessarily absolves the members of those advisory panels from following public meeting or open records statutes--those issues would be determined on a case-by-case basis.

The administrator has the duty to post all city-owned, occupied, or controlled buildings as places where the carrying of a weapon or firearm is prohibited. However, he or she also has the authority to determine certain building or portions of building should not be so posted, keep a record of all such places, and report them to the common council as soon as he or she determines to remove the posting.⁶⁸

The administrator has the right to object to the issuance of commercial quadricycle licenses before they are issued by the clerk. The clerk must take such objections into account, but retains the authority to make the final decision.⁶⁹

⁶³ Code, §2-730(e)

⁶⁴ Code, §2-730(f)

⁶⁵ Code, §2-221

⁶⁶ Code, §2-838

⁶⁷ Code, §2-428

⁶⁸ Code, §70-251(c)(2)

⁶⁹ Code, §130-141(d)

C. Other officials with statutory authority

Several other officials are named city officials and granted specific authority in cities.

1. Alderpersons

Alderpersons, along with the mayor make up the common council. However, as individuals they have no authority. Except for the powers of the mayor noted above, all of the power of the common council must be exercised by the common council as a whole. Individual alders have no authority to do anything in particular. That said, committee chairs do have inherent authority to run their committees pursuant to the rules of order. This includes control of the agenda, though just as with the mayor, there are ways to bypass a recalcitrant committee chair that refuses to deal with a matter referred to his or her committee.

2. Clerk

The clerk has a lengthy list of duties in the statutes and city ordinances. Like many of the officers of the city, the duties of the position go far beyond the actual authority to take individual action. However, the clerk, like the other officers other than alders, does have some limited authority. For the clerk, that includes the power to countersign all ordinances and resolutions adopted by the common council, to administer oaths and affirmations, to correct minor errors in common council documents, to create a consent agenda for common council meetings and decide which items go on that consent agenda, to draft and countersign certain financial payments, to issue some licenses, and to appoint a deputy clerk.⁷⁰

3. Treasurer and Comptroller

The offices of treasurer and comptroller are separate offices in state statutes. However, those roles are commonly merged. (In fact in smaller Wisconsin cities, these roles are also merged with the role of the clerk.)

The treasurer collects and deposits funds, keeps accounts, makes reports to common council, must execute and file an official bond, and may appoint a deputy.⁷¹ The comptroller has additional statutory duties related to finances, contracts, claims, and

⁷⁰ Wis. Stat. §62.09(11)

⁷¹ Wis. Stat. §62.09(9)

sign contracts where funds have been provided to pay the liability of the contract.⁷²

It may be worth noting that pursuant to statute, it is the comptroller who has the authority to direct and approve all disbursements.⁷³ As such, the comptroller is the person with the authority under state law to issue checks and wire transfers, and does not require additional authority from another. This was the case when the comptroller role was separate from the chief administrative officer/finance director, and remains the case today with regard to the administrator, though the comptroller also has the authority to appoint a deputy, and there is no reason the administrator could not also be the deputy comptroller.

In Sheboygan, the role of both the treasurer and the comptroller is currently filled by the finance director.⁷⁴

4. Assessor

The assessor, who must be certified by the Department of Revenue, is responsible for all appraisal and assessment services to the City.⁷⁵ Cities may appoint a corporation or an independent contractor as the assessor.⁷⁶

5. City Attorney

The city attorney is responsible for all legal business of the city and must give written legal opinions when requested by city officers, which must be kept on file by the clerk. The attorney drafts all ordinances, bonds, and instruments. He or she also has access to and examines tax and assessment rolls and proceedings. He or she may appoint an assistant and may employ and compensate special counsel as needed. As the person in charge of the legal business, all legal matters of the city must pass through his or her office—departments may not hire their own counsel, though they may work with the city attorney to have him or her hire outside counsel when appropriate. The city attorney has authority to make non-policy determinations related to litigation—for example, while the attorney cannot approve global settlements that require funds, he or she can make decisions on the fly in court, choose outside counsel, and enter

⁷² Wis. Stat. §62.09(10)

⁷³ Wis. Stat. §62.09(10)(c)

⁷⁴ Code, §2-937(a) and (c)

⁷⁵ Wis. Stat. §62.09(1)(a)

⁷⁶ Wis. Stat. §62.09(1)(c)

into agreements related to how to conduct the legal business of the city.⁷⁷

6. Police and Fire Chiefs

The police chief and fire chief are designated officers appointed by the police and fire commission. The fire chief has no specific statutory duties, though the police chief does have duties related to reporting.⁷⁸ However, both serve under the direction of the mayor and must obey all lawful written orders of the mayor or the common council.

7. Constable

While rare, the office of constable is available to cities that have not abolished the position.⁷⁹ It is not clear whether Sheboygan ever abolished the position officially. However, the powers of constables (mostly related to service of process and dealing with disorderly or intoxicated people) have been granted to police officers and the police chief.⁸⁰

8. Other positions with authority

The Municipal Code creates several other specific positions within the City, most of whom are considered city department heads. Appointment to some is a joint role of the mayor and administrator; others may have other ways of being appointed. While outside the scope of this memo, it should be noted that there are some powers delegated by the common council to those other positions. While the mayor and the administrator may have some role in overseeing the work of those employees, the delegated powers set out in the code belong to them and not to others.

III. Open Questions

There are a few potential conflicts between the administrator's authority and the mayor's authority. Some of them are discussed above, others are set forth in the following section. This is by no means an exhaustive list of issues.

⁷⁷ Wis. Stat. §62.09(12)

⁷⁸ Wis. Stat. §62.09(13)

⁷⁹ Wis. Stat. §62.09(15)

⁸⁰ Code, §54-102

A. Appointing department heads

The mayor and the administrator have joint authority to recommend appointment of people to many department head positions. There is no clear path should the mayor and administrator disagree on who to appoint. On the one hand, the mayor controls the agenda. On the other, as the representative of the common council, the administrator certainly has the authority to present his or her opinion. There are likely procedural methods using common council rules to deal with this issue should it ever arise. But even common council procedural rules cannot prevent gridlock in case of a divided common council.

B. Budget preparation

The common council requires the administrator to prepare and submit a budget. In the past, there was a question as to whether that is properly the mayor's role, and a former mayor attempted to push an alternate mayoral budget. While the statutes do not specifically require or authorize the mayor to prepare and submit a budget, the mayor's executive authority would enable him or her to manage that budget. However, since passing a budget and setting budget policy is certainly within the purview of the common council, I am convinced that this power is properly delegated to the administrator.

C. Personnel matters

The administrator was recently granted significant authority over personnel regulations and benefits.⁸¹ At the time of said grant, the administrator, the human resources director, and the common council were all informed by legal counsel that the broad grant could potentially result in some level of conflict with the mayor's role as chief executive officer of the city and his or her authority to ensure that all city officers and employees are discharging their duties. The common council made the policy decision to go ahead with what an activist mayor could have perceived as a partial encroachment on his or her authority. That said, many of the duties set out in Chapter 82 could be said to be policy-related, not executive in nature. Because there is a wide range of authority granted in this chapter, potential conflicts may need to be dealt with on a case-by-case basis. However, it is clear that the mayor likely has statutory authority to insist on being involved in performance reviews of

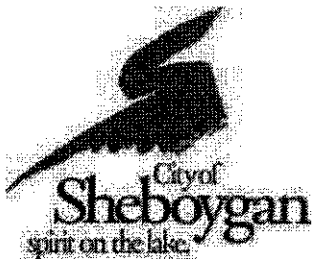
⁸¹ See chapter 82, Sheboygan Municipal Code.

department heads and reviews with the elected officials within the executive branch (city clerk and city attorney.)

D. Senior Activity Center

While the common council has delegated authority to the administrator to direct and supervise management of the senior center and oversee the budget and financial activities of the senior center, the code does not carefully distinguish between policy and legislative matters, which are the purview of the common council and can thereby be delegated to the administrator, and those related to the day-to-day activities, execution of policies, and oversight of employees. Additionally, since the mayor has the authority to appoint the members of the senior activities center commission (subject to an up-or-down vote by the common council); the mayor could exercise some level of control through his or her appointees.

{ PAGE * MERGEFORMAT }



Employee Handbook



2016

Revised: January, 2016



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WELCOME

Welcome to the City of Sheboygan. Congratulations on becoming a City of Sheboygan employee. Your role as one of our employees is important because you have now become a “Public Servant”. As a public servant, your role is to serve the public while performing services necessary to our City. Whether this is picking up garbage, putting out fires, solving crimes or driving buses, each job meets a need that our citizens have. The taxes paid by the citizens of Sheboygan pay the wages we earn. Therefore, in a very real sense, these citizens are our “employers” and we must remember that it is the citizens of Sheboygan that we need to satisfy.

As an employee you are in a unique position to serve our citizens. The way you treat them, the quality and quantity of the work you do and the attitude that governs your behavior all are a reflection of Sheboygan. Sheboygan is a city filled with citizens who have a tradition of hard work, strong ethics and a love for life and others. As you begin your career as an employee of the City, allow yourself to embrace these traditions as you unselfishly serve our citizens.

This Handbook has been designed to provide you an overview of the policies, procedures and plans that affect your employment. You will find policies and practices that govern the work that you do, a grievances and appeals procedure and an explanation of the benefits you are entitled to. Should questions/concerns arise, contact your immediate supervisor or the Human Resources Department.

Once again, welcome to the City of Sheboygan. We look forward to working with you.

ABOUT YOUR JOB

Municipal employment in the City of Sheboygan is conducted under the regulations of the Sheboygan Civil Service Commission, the Board of Police & Fire Commissions, the Sheboygan Transit Commission, and the Mead Library Board. (Each group has their own, unique regulations providing for the appointment, advancement, and retention of employees.) In recent years, there has been an ever-increasing demand for public services. This is requiring the City workforce to become more efficient and productive so as to provide the increased services without objectionable tax increases. All of us are responsible to give the taxpayer a fair return for the taxes they pay.

Often when you hear the need for improved productivity, you may think “they want me to work harder;” however, we can also improve productivity by adopting a “work smarter” philosophy. Each of you will know your job well enough to improve your efficiency and suggest changes. Put another way, here is what you as an employee can do to increase productivity:

1. Do the job you’re being paid to do. Learn your job and put forth an honest effort to do it well.
2. Be receptive to new ideas and ways of doing things even though, at first, they may not coincide with your perception of what your job is supposed to be.
3. Think on the job. Perhaps there are better ways to do it. Don’t be afraid to offer suggestions. Remember, it is possible to work smarter—not harder.
4. Recognize that your individual effort counts. It is you plus every other employee putting forth your best effort that creates the reputation of our city.
5. When vacancies occur, they are normally posted and filled by promotion of eligible, qualified employees. In the event that all candidates are equal in terms of qualifications and solid work performance, the most senior applicant will be offered the position.

6. The manner in which you apply yourself to your duties, your ability to get along with others, your capacity for greater responsibility and the extent to which you have prepared yourself for a better job are all important considerations.
7. Performance evaluation reports are considered in promotions as well as in other aspects of your employment. Your supervisor will complete the performance evaluation form and discuss it with you to suggest improvement and provide feedback. You may make comments on your performance evaluation form in the section provided.

SECTION I - CONDITIONS OF EMPLOYMENT

1. At-Will Employment

a) At Will

Employment with the City of Sheboygan is "at will" which means the City of Sheboygan retains the right to terminate an employee at any time with or without cause, except as prohibited by law. Just the same, an employee has the right to resign employment at any time, subject to giving notice to the City of Sheboygan as required.

Except as otherwise provided by law or applicable collective bargaining agreement, any other understandings or agreements between the City of Sheboygan and the employee must be in writing and signed by the proper City representative (typically a department head, the mayor, or the City Administrator). The Employee Handbook does not constitute an employment contract and may be changed at the City's discretion at any time with or without notice. If at any time there is a difference between the Handbook and source material such as City policies or plan documents, the source material that is current at that time will take precedence.

If an employee seeks more detailed information on anything in the handbook, they should contact the Human Resources Department.

b) Public Contact

There are many advantages to working for the City of Sheboygan. There are also responsibilities. Your major responsibility is to serve the public. The citizens of Sheboygan are considered your employers and are entitled to courtesy and prompt service. Always keep in mind that every time one of us has a business contact with the public, we register some kind of impression. All of these impressions, when combined, create the reputation of Sheboygan. Your interaction with the public will be a variable that is considered with your performance evaluations.

c) Work Schedule

Your work schedule will be designated by the department to which you are assigned. Each department has different hours for their employees due to the special nature of their operations. Working hours, lunch periods, and work breaks will be explained by your supervisor or the Human Resources Department. Work breaks are a privilege and not a right; if abused, breaks may be suspended.

d) Flex Time (Comp-Time)

The normal work schedule for full-time, non-exempt employees is five (5) - eight (8) hour periods, forty (40) hours per week. This schedule may be revised as necessary depending on customer and/or city requirements, as determined by each department or area supervisor. Each employee needs to work with their supervisor to define the expected hours of work. Employees may need to flex their schedule to maintain a forty (40) hour work week. The time flexed must be approved in advance by management and be contained within the week that it is earned. If an employee flexes their schedule during the 40 hour work week, time worked in excess of 8 hours a day can only be taken in an hour-for-hour basis. In other words, if an employee works 10 hours on Monday, the additional two (2) hours worked on Monday may be taken off later in the week at straight-time hours (not time-and-one-half). Employees may not save (bank) additional time off for use in another pay period.

Exempt employees are full-time employees who work a minimum of forty (40) hours per week. Due to the professional nature of these positions, however, exempt employees are paid a defined salary for their position rather than an hourly rate. Therefore, if the position requires additional hours (over 40) during the work-week, those who hold exempt positions are expected to perform the additional duties as part of their work-week. The additional time worked is considered part of the position expectations and is exempt from overtime pay.

g) Overtime

Non-exempt employees will be paid time and one-half of their hourly pay rate for hours worked in excess of 40 hours per week (a week is defined as Sunday at 12:00 a.m. – Saturday at 11:59 p.m.). Paid time off (vacation, discretionary or holiday hours) does not count towards overtime calculation. Advance notice will be provided for those expected to work overtime as soon as practicable. In emergency situations, advance notification provisions may not apply. All overtime must be authorized by your supervisor before the time is worked.

h) Punctuality and Attendance

The citizens of Sheboygan need your service. Your supervisor and co-workers depend on your work to do their own. It is necessary that you report to work regularly and on time. If you are ill, delayed, or cannot report for a specific reason, contact your supervisor before the start of your shift as soon as practicable, the more advanced time the better.

i) Safety

The City regards your safety on the job as a vital responsibility. Always be alert to unsafe conditions, faulty equipment or other on-the-job hazards. Don't neglect to use safety equipment in your work if required. You are responsible for reporting unsafe conditions or accidents to your supervisor immediately, complying with any laws or safety regulations, and maintaining concern for the safety of your co-workers and yourself. Failure to follow safety requirements is a serious offense, subject to corrective action and/or further discipline, including termination of employment, for even the first offense (depending on the degree of the violation).

j) Telephone Use and Courtesy

City phones, whether LAN lines or mobile phones, should not be used for personal calls. In addition, all employees are asked to inform their friends and family not to call during working hours except in cases of emergency.

k) Bulletin Boards / Employee e-notifications

It is the responsibility of each employee to check bulletin boards and/or intranet notifications for schedules of meetings, notices, new policies and job announcements.

l) Complaints

If you have a job-related problem or complaint, discuss the matter with your supervisor and/or department head. Complaining to a fellow employee might make you feel better for the moment, but that will not get the problem to the attention of those who can resolve it. If the complaint is about your supervisor, you may contact the Human Resources Director who will work to see if the problem can be resolved.

m) Employee Records

It is important that you keep your department and the Human Resources Department informed of any changes such as address and telephone number and keep the Human Resources Department

informed of any changes in personal data such as marital status, number of dependents, etc. This will insure that your personnel, payroll, and benefit records are up-to-date, a matter both important to you and your family. If you desire to view the contents of your personnel file, a written request should be submitted to the Human Resources Department. Arrangements will be made for you to view the file in the presence of a Human Resources Department representative. A personnel file may be viewed twice per calendar year. Additional requests need the approval of the Human Resources Department Head and/or the City Administrator.

n) Political Activity

For the purposes of this section, political activity shall mean activity calculated to improve or favor the chances of any political party or any person seeking or attempting to hold political office; such definition of political activities shall include but not be limited to campaigning for candidates or political parties, circulating nomination papers, registering voters, collecting contributions or selling fund-raising tickets, distributing campaign material, and organizing political rallies or meetings.

We urge you to vote regularly. Nothing in City policy shall affect the right of a City employee to hold membership in and support a political party, to vote as he or she chooses, to express privately his or her opinions on all political subjects and candidates, to maintain political neutrality and to attend political meetings. However, no employee shall engage in political activities during regular work hours, nor shall any employee wear his or her uniform, badge, or other form of employer identifier during personal participation in political activities.

No employee shall erect, construct, or post political posters on City property or buildings. Political posters shall not be displayed or posted on the private automobiles of employees when parked on City premises furnished to the employee by the City for the parking of such vehicle during regular work hours, except bumper strips on personal vehicles.

No person shall directly or indirectly solicit or receive subscriptions, assessments, contributions, or services for any partisan or nonpartisan political purpose from any employee in City service or use his or her influence to coerce the political action of any employee while such employee is on City premises during any regular working hours.

Any employee who is guilty of a violation of this policy shall be subject to disciplinary action up to and including dismissal.

SECTION II: POLICIES

1. Attendance Policy

The City expects prompt and regular attendance from all of its employees. This means that you must be at your appointed work station, on time, fully prepared and able to work at your starting time. Proper attendance and punctuality are essential to maintain a good record of performance. If for some reason, you are not able to come to work on time, it is your responsibility to notify your supervisor as early as possible before the start of your workday. If an emergency situation arises and contacting your supervisor is not possible, you must notify your supervisor as soon as practical.

Tardiness and/or absenteeism disrupt City operations and create additional work for your fellow employees. Absenteeism includes not only absence from work, but late reporting for your scheduled

start time, unauthorized extension of a lunch period, leaving work early without your supervisor's approval or improper use of other City-paid time. Your attendance record is reviewed regularly. If a problem arises, your supervisor will be discussing it with you. Tardiness or failure to come to work will result in discipline, up to and including termination of your employment with the City.

2. Paid Time Off (PTO)

PTO allows employees the flexibility to handle planned and unplanned absences. There are several types of PTO: vacation, discretionary and holiday. Vacation PTO is earned the previous year and is available to use during the current year. Discretionary and Holiday PTO is earned during the current year.

PTO Holiday: Holiday PTO is available to all regular, full-time and part-time employees from the day the employee starts in the regular position. (Holiday pay is not available for seasonal or part-time temporary employees, or employees on a leave of absence before and after the holiday.) Holiday pay for full-time employees must be used in 8-hour increments on the City designated holiday; part-time employees receive the applicable prorated time for their holiday.

PTO Vacation: This benefit is generally earned through productive work time. A value (in hours) of the benefit is determined as of January 1 each year, prorated for new employees. Employees with greater than one year of continuous employment as of January 1 are eligible to use their vacation beginning on the first calendar day of the year in which a milestone anniversary occurs and must be used in half or full-day increments. (For example, an employee who has 4 years of service on January 1 but will reach their 5th year of service during the year will be eligible for 120 days of vacation as of that January 1.) Those with less than one year of employment may be eligible for a prorated amount of vacation as of January 1 of the calendar year following their date of hire. See schedule below for the prorated amount of vacation.

Vacation PTO – New Employee

New full-time employees hired before January 1st of any given year are eligible for the following pro-rated vacation time as of January 1:

<u>Hired the previous</u>	<u>Eligible on the following January 1</u>
January 1 – March 31	40 Vacation Hours
April 1 – June 30	28 Vacation Hours
July 1 – Sept 30	16 Vacation Hours
October 1 – December 31	0 Vacation Hours

PTO Discretionary: This benefit is available to use in hourly increments (whole hours only) 1 to 8 hours in length. New full-time employees will be eligible for a prorated amount of Discretionary Paid Time Off (DPTO), available to take after 90 days. New employees pro-rated discretionary time schedule:

Discretionary PTO – New Employee

New full-time employees are eligible for DPTO, pro-rated as of January 1:

<u>Hired</u>	<u>Eligible after 3 months</u>	<u>Eligible the following January 1</u>
Jan 1 – March 31:	32 Discretionary Hours	40 Discretionary Hours
April 1 – June 30:	16 Discretionary Hours	40 Discretionary Hours
July 1 – Sep 30:	8 Discretionary Hours	40 Discretionary Hours
Oct 1 – Dec 31:	See note below	0* Discretionary Hours

** 40 Discretionary Hours eligible after 3 months of employment (issued on day 91 of employment, not on January 1 following date of hire)*

Thereafter following the schedule listed below. Full-time employees will be issued 80 hours of discretionary time during the month of January. Although the benefit is available to use in January, it is not “earned” as of January. The benefit is earned throughout the year, 1/10 eligible hours per month. Regardless of an employee’s tenure with the City, those who leave mid-year will not be paid out their unused discretionary PTO and may be required to repay the unearned amount.

PTO for permanent part-time employees is a pro-rated amount based upon the previous year’s total hours worked.

When requesting PTO, employees must schedule their absences in advance whenever possible to ensure the City’s smooth operation. Vacation time is always expected to be scheduled in advance and must be approved by the employee’s supervisor. Approval will depend upon the workload in the affected operational area.

Listed below is the PTO schedule effective January 1 of each given calendar year:

	Total PTO	Vacation	Holiday	Discretionary
< 1 Year	Prorated	See Schedule	80 hours	See Schedule
Years 1 – 4	240 hours	80 hours	80 hours	80 hours
Years 5 – 12	280 hours	120 hours	80 hours	80 hours
Years 13 – 20	320 hours	160 hours	80 hours	80 hours
Years 21 +	360 hours	200 hours	80 hours	80 hours

Discretionary PTO must be used during the calendar year. Hours not used will be forfeited.

Vacation must also be used during the calendar year. However, in the event that you are not able to use all of your vacation PTO, you may request a carryover of up to 40 hours of vacation to your supervisor. The head of each department and the Director of Human Resources must approve the carryover hours preferably by December 15th for the following year.

Sick Account Balance: Employees hired before January 2012 may have a Sick Account Balance. This benefit discontinued as of December 31, 2011. However, those with a balance were able to keep the balance and may be eligible for a post retirement benefit. This account is available to use for an employee's own serious health condition prior to retirement. However, generally speaking, all discretionary PTO and all but 80 hours of vacation PTO must be used prior to utilizing sick day balance. Exception to this practice exist for some qualifying Family Medical Leave conditions, in which an employee may qualify to use up to two weeks of pay from the sick bank account. Contact Human Resources for additional details.

3. Performance Reviews

Performance reviews will be completed by an employee's supervisor yearly. In most cases, the anniversary date of employment will be the review date, with any changes to pay effective the payroll following the anniversary date. In the cases of promotion or demotion that increase or decrease pay, the date the change in position becomes effective is the employee's new review date.

4. Pay Checks

Payroll checks (direct deposit only) are issued every other Friday. The recognized work week is Sunday through Saturday.

5. Voluntary Termination

An employee who plans to resign or retire should provide written notice to his/her supervisor at least two full weeks prior to leaving. The employee will be paid at his/her current rate for all unused accrued vacation time. Deductions will be made for any liabilities to the City such as tool purchases, uniforms, etc. Failure to provide two weeks notice may result in the loss of any accrued vacation. An employee is not entitled to use discretionary PTO during their two week notice.

6. Layoff

The City makes every attempt to provide regular, consistent employment. At times, city funding or budget constraints, customer demands or other factors affect work availability. If a lay-off should become necessary, factors such as overall work performance, skill and ability, productivity and attendance will be used in deciding which employees will be laid off. Length of service will be considered a factor in deciding which employees will be laid off when other factors are equal.

7. Use of City Property

Unauthorized possession or use of any City property, equipment, or materials, or removal of City property from the premises is prohibited. The employee's supervisor must approve any equipment transfer or movement.

8. Shift Premium

Shift premium for non-represented City employees (excluding Transit or Library employees) will be issued for hours worked outside of traditional office hours. Shift premiums apply as follow:

- 6:00 a.m. – 5:59 p.m. - No shift premium
- 6:00 p.m. – 11:59 p.m. - \$0.35/hour
- 12:00 a.m. – 5:59 a.m. - \$0.45/hour

9. Mileage Reimbursement

Employees may be required to use their own personal vehicle for travel while conducting city business (other than di minimis travel within the City of Sheboygan. When this occurs, the employee will be reimbursed at the current IRS rate for each mile driven.

10. Parking

In most City facilities, parking is provided for employees at no cost. Employees working in City Hall or the Library will be assigned parking in the municipal lot or given an off-street parking pass and the cost of parking will be covered by either the City or the Library.

11. Dress Code

Employees represent the City of Sheboygan when they are at work. Each person is expected to dress appropriately for their respective job. In an office setting, shorts, t-shirts or immodest apparel are not considered appropriate attire. The City reserves the right to send an employee home if he/she is inappropriately dressed. Time missed for this purpose would be unpaid (non-exempt / hourly employees).

12. Concealed Carry

Although the State of Wisconsin allows concealed carry of handguns, no employee is permitted to carry a handgun while on duty unless the employee is granted express authorization by the City of Sheboygan.

13. Workers Compensation

Employees who are involved in a work related injury resulting in full days off ("lost time injury") will be paid following the state approved schedule (the first 3 days off are non-compensable). The pay rate issued will be in accordance with state requirement.

14. Special Clothing/Accessory Allowance

Employees who are required to wear special clothing or use special equipment for their work will receive an allowance (paid no earlier than the 2nd payroll in January) of the following:

- a) Uniform Allowance: \$100 / paid at the beginning of the calendar year
- b) Safety Boot / Shoe / Equipment: \$100 / paid at the beginning of the calendar year
- c) Glasses with safety lens w/frames: \$50 / reimbursed every two years with purchase

15. Position Classification

Every City position is covered by an official job description. This description only lists the typical duties of the position. Employees may be assigned other duties by their supervisor / department head.

A salary range exists for every position, which includes a minimum and a maximum rate of pay. New employees with limited experience are normally hired at the minimum rate of pay and advance within the pay-range based on merit. New employees hired with proven skills and experience may be offered a starting salary based on their previous experience.

At least once per year each employee will receive a performance evaluation which will review their past performance and establish goals and objectives for the next 12 months. The performance evaluation results determine whether an employee receives a salary adjustment and the amount of that adjustment. Since the evaluation is discretionary, the supervisor also has discretion in the amount, if any, of a pay increase. Although an increase schedule will guide the supervisor, the supervisor remains eligible to veer from the schedule as he/she deems appropriate.

16. Pay Days / Direct Deposit

Employees are paid on a bi-weekly basis on alternate Fridays. Timecards must accurately reflect the hours you have worked each week and all time off. Your payroll check will show both your gross pay and your net pay which is your pay after deductions. Various deductions, both mandatory by law and voluntary, will be itemized on each pay check. Payroll checks will be directly deposited into a financial institution of the employee's choice.

17. Use of City Telephone / Personal Cell Phones

The use of personal cell phones is prohibited in the workplace except during break and lunch times. In order to keep City telephone lines open for necessary business calls, employees need to discourage incoming and outgoing personal calls except for emergency. Personal long distance calls on city phones are not to be made.

18. Use of Internet and E-mail

Internet and e-mail communication systems are to be used primarily for business purposes, meaning that use of such equipment and systems must be job related. Limited, occasional or incidental use of these systems for personal use is acceptable, if done in a professional manner that does not interfere with business use.

In addition to the system hardware and software, all electronic messages are the property of the City, whether composed, received or sent by the employee. The City reserves the right to retrieve, monitor, or review any message in the City computer system, and may disclose such messages for any purpose without notice to the employee and without seeking permission of the employee. In addition, as an employee of the City, all correspondence are subject to the open records statute. Citizens have a right to request access to information contained on City property.

The City does not permit Internet use or e-mail messages that contain foul, inappropriate, or offensive language. Those containing racial or ethnic slurs, or sexual innuendo, are prohibited. Employees who violate this policy will be subject to disciplinary action up to and including termination.

19. Safety

Safety regulations exist for an employee's protection and to avoid conditions that may result in accidents, disabling injuries, and lost time and money. All employees are required to comply with safety regulations. Each department supervisor or department head will inform employees of any specific safety regulations pertinent to their department. An employee is required to know and use the safety precautions for their particular type of work, machines, and equipment.

Horseplay, failure to use designated safety devices and/or procedures, any act or threat of physical violence toward another employee and any behavior which could result in personal injury is strictly prohibited at all times while on City property and will result in disciplinary action up to and including termination of employment. This includes time before and after the scheduled work hours and applies to all City property, indoors or out.

Because of the potential for serious and permanent injury, failure to comply with any of the above stated procedures or those procedures explained to an employee by their supervisor will result in disciplinary action up to and including termination. Employees working in or supporting a work area and certain other designated areas must familiarize themselves with the general safety procedures of that area. Employees must immediately report any work related injury to their supervisor and complete a First Report of Injury Form as soon as possible.

20. PROHIBITED HARASSMENT & SEXUAL HARASSMENT

It is City of Sheboygan policy that all employees enjoy a work environment free from all forms of harassment. Employees who engage in harassment not only hurt others, but also expose themselves and the City to potential legal liability. Harassment violates both State and Federal laws. Harassment infringes upon equal respect in work relationships and causes serious harm to the productivity, efficiency and stability in the work environment. Every person is entitled to be treated with common courtesy, dignity and respect. The City of Sheboygan specifically prohibits discrimination, intimidation and harassment.

I. COVERED INDIVIDUALS

1. Individuals covered under this policy include employees, applicants for employment, volunteers, elected officials, appointed boards and commissions, (hereafter referred to as "employees") and members of the public.
2. Conduct or inappropriate behavior described in this document will not be tolerated. Any employee who violates this policy will be subject to appropriate discipline, up to and including termination of employment. Any elected official or member of the public found to have violated this policy shall be subject to appropriate disciplinary action up to and including sanctions.

II. GENERAL POLICY

1. All employees are responsible for assuring that the work place is free from any unlawful form of harassment. This includes harassment based upon sexual orientation, race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. All employees and elected officials shall be familiar with and comply with the City policy, which prohibits harassment.
2. City policy prohibits any employee, elected official, or member of the public, male or female, from harassing another employee or other person while on or off the job, or from creating a hostile work environment, even if the harassment is not targeted at a specific person.
3. Harassment by an employee, supervisor, manager, elected official or any other person shall not be tolerated. All supervisors and administrators are responsible for preventing and eliminating harassment in their respective work areas, departments, or divisions.

III. SEXUAL HARASSMENT, LEGAL DEFINITION

Sexual harassment is unwelcome sexual advances, unwelcome requests for sexual favors, unwelcome physical contact of a sexual nature or unwelcome verbal or physical conduct of a sexual nature. "Sexual harassment" includes conduct directed by a person at another person of the same or opposite gender. "Unwelcome verbal or physical conduct of a sexual nature" includes but is not limited to the deliberate, repeated making of unsolicited gestures or comments of a sexual nature; the deliberate, repeated display of offensive sexually graphic materials which is not necessary for business purposes; or deliberate verbal or physical conduct of a sexual nature, whether or not repeated, that is sufficiently severe to interfere substantially with an employee's work performance or to create an intimidating, hostile or offensive work environment.

Prohibited Conduct:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct is used as a basis for an employment decision affecting the employee; or
3. Such conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating a work environment, which is intimidating, hostile, or offensive to the employee; or
4. All forms of unwanted physical sexual contact whether they are unwelcome sexual advances; unwanted hugs, touches, pinching, brushing against another's private body areas or kisses are assault. If assault is determined, the police or law enforcement will be involved and formal charges may be filed; or
5. Suggestive or lewd remarks; sexually oriented teasing or joking; displays of sexually explicit pictures, cartoons or other materials, requests for sexual favors; or any other unwelcome sexual behavior or attention.

IV. OTHER UNLAWFUL FORMS OF HARASSMENT

In accordance with the Equal Employment Opportunity Commission guidelines, this policy prohibits harassment on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Prohibited harassment includes, but is not limited to, behavior which:

1. Has the purpose or effect of creating an intimidating, hostile or offensive work environment; or
2. Has the purpose or effect of unreasonably interfering with an individual's work performance; or
3. Otherwise adversely affects an individual's employment opportunity.
4. Any act of harassment involving messages of hatred, physical threat, or violence requires immediate corrective action. Report any incident of this nature immediately to a supervisor. The police or law enforcement may become involved.

V. HARASSMENT COMPLAINT PROCEDURES

Employees are encouraged but not required to inform the person that his or her actions are unwelcomes and offensive. Politely but firmly confront the harasser and tell the individual to stop harassing you immediately. Do not respond in an inappropriate, rude or vulgar manner.

1. **If you are unable to confront the harasser** or if the harassment continues, talk to a supervisor you trust, a Department Head, Human Resources Director or City Attorney and report the harassment. The employee may go to any other person in authority with a complaint. It is not necessary for the victim to put the complaint in writing. It is recommended that the employee document all incidents of harassment in order to provide the fullest basis for investigation.
2. Any employee who believes he or she has been the subject of, or witness to harassment shall promptly report the matter.

VI. IF AN EMPLOYEE IS BEING HARASSED BY THE PUBLIC

Laws protect employees from harassment by outsiders. Employees may be harassed by customers, contractors, loiterers, service providers or the public who come into the workplace or into fieldwork areas. If you are harassed in this manner:

1. Politely but firmly confront the harasser and tell the individual to stop harassing you immediately. Tell the harasser that their language or behavior is inappropriate and in violation of the law. Do not respond in an inappropriate, rude or vulgar manner.
2. If you are unable to confront the harasser or if after speaking to the harasser, the harassment continues, contact a supervisor.
3. If the harassment continues after the supervisor arrives, call the police.

VII. INVESTIGATION OF HARASSMENT COMPLAINTS

- I. If an uninvolved third party provides management with information of harassment, then there is sufficient knowledge for management to investigate. Employees who become aware of possible harassment, even if they themselves are not victims, shall bring the matter to the attention of the appropriate supervisor.
- II. Supervisors are responsible for preventing harassment and other prohibited activities. Each supervisor shall:
 1. Monitor the work environment for signs that harassment may be occurring.
 2. Train and counsel employees on what constitutes harassment and sexual harassment, the City Policy and procedures for reporting and resolving complaints of harassment.
 3. Stop any action that may be considered harassment and take appropriate steps to intervene, whether or not the involved parties are within his or her line of supervision.
 4. Take immediate action to prevent retaliation towards a complaining party or witnesses.
 5. Eliminate the hostile work environment where there has been a complaint of harassment.
 6. Transfer or re-assignment of any party involved should be voluntary if possible. If compulsory, the transfer should be temporary, pending the outcome of the investigation.
- III. Supervisors shall not discourage employees from making complaints. Once made aware of an alleged harassment issue, the supervisor has a legal obligation to ensure that the complaint

is investigated. Any complaint of harassment shall receive the immediate attention of the supervisor to whom it is made. The supervisor shall contact and consult with their Department Head and Human Resources Director as soon as practical.

- IV. Under the direction of the Human Resources Director, an investigation shall ensure that all facts reviewed and documented, and that appropriate disciplinary action is taken, if warranted.
1. After appropriate investigation, any employee found to have violated this policy will be subject to appropriate disciplinary action, up to and including termination of employment.
 2. After appropriate investigation, any elected official or member of the public found to have violated this policy will be subject to appropriate disciplinary action up to, and including sanctions.
 3. Corrective action must be taken if and/or when:
 - a) Upon completion, the investigation (if warranted) shall notify the Police Chief, City Attorney and the City Administrator if the complaint contains evidence of criminal activity, such as battery, assault or rape.
 - b) The investigation shall include a determination as to whether other City employees are affected by the harassment and whether City employees participated in or encouraged the harassment.
 - c) Files of harassment and discrimination complaints shall be maintained in a secure, central location.
- E. The City also recognizes that false accusations of harassment can have serious adverse effects. All employees shall act honestly and responsibly in complying with and enforcing this policy. Anyone who knowingly makes false accusations of harassment will be subject to appropriate disciplinary action up to an including discharge.
- F. The confidentiality and privacy of employees involved in an investigation will be respected, but cannot be guaranteed. Information shall be released on a need to know basis, by legal process, open records or subpoena.

V. **AFTER AN INVESTIGATION**

- A. The City of Sheboygan forbids retaliation against anyone who in good faith, reports or assists in the investigation of an alleged harassment complaint. Anyone who retaliates against a person who reports harassment or who assists in the investigation of a harassment complaint will be subject to appropriate disciplinary action up to and including discharge.

An employee must use the City's internal reporting procedures first. However, if after utilizing this procedure the complainant does not feel the complaint has been adequately addressed, the employee may file a complaint as described below.

B. Discrimination may also be reported to the Equal Employment Opportunities Commission (1-800-669-4000), or State of Wisconsin Equal Rights Division, Milwaukee office, or

1. State of Wisconsin Equal Rights Agency
819 N 6th Street, Room 723
Milwaukee, WI 53203
Phone: (414) 227-4384
2. Equal Employment Opportunity Commission
310 West Wisconsin Avenue
Suite 500
Milwaukee, WI 53203-2292
Phone: (800) 669-4000

If an employee makes a report to any of the above agencies, that employee shall provide a copy of that report to the Sheboygan City Attorney's Office within forty-eight (48) hours of making the complaint.

SECTION III: HOLIDAYS, AND LEAVE OF ABSENCE

1. Holidays

The City recognizes the following paid holidays for its employees:

- | | |
|------------------------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday (Friday before Easter) | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Independence Day | Christmas Day |
| Labor Day | New Years Eve Day |

For those on a Monday – Friday work schedule, when a scheduled holiday that falls on Saturday it will generally be observed on the previous Friday, if the department is closed on the holiday. A holiday that falls on Sunday will generally be observed the following Monday. The City retains the right to schedule holiday observance which best suits its operations schedule.

2. Family and Medical Leave Act (FMLA)

FML is a state and federally supported program created to allow employees time off for eligible reasons dealing with either the employee's own personal medical condition, or the employee's family member. If an employee feels he or she may qualify for FML, the employee should contact their supervisor or Human Resources. For more details, employees should refer to the official FML policy and/or the required posting throughout all locations.

- 1) If the leave is a qualified Wisconsin Family Medical Leave, the employee has the option to use any available PTO, including a sick bank, during the first two weeks of leave. After that, the City will issue all remaining PTO (Discretionary or Vacation) up to a balance of two weeks of vacation, at which time the employee may elect to use the remaining vacation, take the remaining leave unpaid, or request PTO from other employees. (Employees with a sick bank balance can only use that bank after the first two week for the employee's qualified medical condition.)

- 2) Employees who elect Voluntary Short Term Disability may apply for benefits in accordance with the plan document. FML will run concurrent with applicable STD. STD applies only after the employee exhausts any available sick bank balance.
- 3) An employee's health and dental benefits will be continued through a qualified FMLA, with the employee continuing to pay the employee portion of the monthly premium payment. Arrangements for premium payment should be made at the time leave is requested. Other insurance will be reinstated upon timely return from leave.
- 4) Leave may be utilized on an intermittent basis (such as reduced work hours due to physical restrictions).
- 5) Upon return from FMLA leave, the employee will be reinstated to his/her original position or a similar position of equivalent pay, benefits, and terms.

3. **Sick / Medical / Personal Leave Of Absence**

- a) If you are unable to come to work because you are sick, you must let your supervisor know before the beginning of the workday if possible so that proper arrangements can be made. If you are absent for more than three (3) consecutive days because of illness, you may be required to present a fitness for duty form, completed by a medical provider / doctor. With the exception of extreme situations, personal leave of absences require prior approval from the employee's supervisor.
- b) Failure to return from leave, or revocation of a leave by the City, shall be cause for separation from employment (employment termination) unless a justifiable reason is submitted within five (5) days after said expiration, disapproval, or revocation, which is acceptable by the City.

4. **Jury Duty**

Employees who are subpoenaed and serve on jury duty on any days which are considered their normal scheduled workdays shall receive pay continuation for the hours served, up to a maximum of 8 hours pay, or in the case of a part-time employee, up to the maximum hours they are normally scheduled to work, provided the following:

- a) The employee must present proof of jury duty service, stating the dates and hours per day served.
- b) The employee must turn in all compensation from the County for their jury service (excluding mileage).
- c) When the employee is excused from jury service, either temporarily or permanently, the employee shall report back to work within one hour to complete his/her shift.

5. **Military and Other Leaves**

- a) The City of Sheboygan follows USERRA rules regarding reinstatement of military members. For long-term military leave, any full-time, non-exempt employee who obtained a written leave of absence as a result of being inducted into the Armed Forces of the United States shall be reinstated according to the applicable laws governing such reinstatement insofar as they affect persons or positions included in the City Service. To be eligible for such reinstatement, the employee must be honorably discharged from required active service of not more than four years, plus one year extension of active duty if this is at the request of the government. All leaves of absence for military service shall be without pay and benefits. Upon return from the leave, the employee will retain his/her hire date for prospective calculations of paid

time off. However, only the actual hours worked on-the-job the previous year will be used in the calculation of a vacation benefits. For example, the employee who worked 6 months of the year and was called to duty the other six months will be credited with 50% of his/her vacation allotment for the following year.

- b) Exempt employees will receive pay continuation for short-term absences occasioned by jury duty, attendance as a witness or temporary military leave. However, the City will offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of exemption.

SECTION IV:

1. Grievance and Appeals Procedure

A grievance is defined as a difference or misunderstanding which may arise between the City and one of its employees regarding discipline, discharge or workplace safety. (Library employees need to refer to the Mead Library Progressive Discipline and Grievance Procedure.) Workplace Safety is defined as “conditions of employment affecting an employees’ physical health or safety, the safe operation of workplace tools and/or equipment, safety of the physical work environment, personal protective equipment, workplace violence and training related to same”.

In the event that an employee does not agree with disciplinary action taken against him/her; disagrees with his/her termination; or has an issue with workplace safety which affects him/her, the following grievance procedure shall be used:

Step 1 – Written Grievance Filed with the Department

The employee must prepare and file a written grievance with his/her Department Head within five (5) days of when the employee knows, or should have known, of the events giving rise to the grievance. The Department Head or his/her designee will investigate the facts giving rise to the grievance and inform the employee of his/her decision, if possible within ten (10) days of receipt of the grievance. In the event the grievance involves the Department Head, the employee may initially file the grievance with the Human Resources Director, who shall conduct the Step 1 investigation.

Step 2 – Review by Human Resources Director [or City Administrator]

If the grievance is not settled at Step 1, the employee may appeal the grievance to the Human Resources Director [or City Administrator] within five (5) days of the receipt of the decision of the Department Head at Step 1. The Human Resources Director [or City Administrator] or his/her designee will review the matter and inform the employee of his/her decision, if possible within ten (10) days of receipt of the grievance.

Step 3 – Impartial Hearing Officer

If the grievance is not settled at Step 2, the employee may file, within five (5) days following receipt of the decision of the Human Resources Director [or City Administrator], a written appeal for review by an impartial hearing officer. The City shall select the impartial hearing officer, who shall not be a City employee. In all cases, the grievant shall have the burden of proof. The jurisdiction of the impartial hearing officer is limited to answering the following question: Based upon the preponderance of the evidence, has the Grievant proven that the action of the City was arbitrary and capricious?

This process does not involve a hearing before a court of law; thus, the rules of evidence will not be followed. Depending on the issue involved, the impartial hearing officer will determine whether a hearing is necessary, or whether the case may be decided based on a submission of written documents. If a hearing is conducted, the impartial hearing officer may admit all evidence that he/she deems relevant to the issues raised, and may exclude immaterial, irrelevant or repetitious testimony or evidence. After the Grievant and the City have presented all relevant witnesses and evidence, the impartial hearing officer shall close the hearing. The impartial hearing officer may ask for oral or written closing statements.

The impartial hearing officer shall prepare a written decision within ten (10) days of the close of the hearing. The impartial hearing officer shall have no authority to issue a remedy, but the impartial hearing officer may recommend a remedy. Remedial action and authority shall be subject to the determination and approval of the City Council, and shall be addressed in the event a grievance is sustained.

Step 4 – Review by the Governing Body

If the grievance is not resolved after Step 3, the Grievant or the City may request, within five (5) days of receipt of the written decision from the hearing officer, a written review by the Governing Body. In most instances, the appeal shall be heard by the City Council. For Library, Transit and Water Utility employees, the appeal shall be filed with the Library Board, Transit Commission, or Water Utility Board.

The Governing Body shall not take testimony or evidence; it may only determine whether the impartial hearing officer reached an arbitrary or incorrect result based on a review of the record before the impartial hearing officer. The matter will be scheduled for the Governing Body's next regular meeting. If it is impossible to comply with the deadlines due to meeting notice requirements or meeting preparation, the grievance will be reviewed at the next possible meeting date. The Governing Body shall not substitute its judgment for that of the impartial hearing officer. Findings of fact shall be upheld unless they are clearly erroneous. The Governing Body will inform the employee of its findings and decision in writing within ten (10) days of its meeting. The Governing Body shall decide the matter by simple majority vote and this decision shall be final and binding.

Employee Representation

An employee shall have the right to be represented by an attorney or other representative at Step 3 of the grievance procedure at the employee's expense. The representative may not be a material witness to the dispute. Employee discussion with his/her representative shall not take place during working hours.

Time Limits

The timelines provided in this policy must be strictly followed. If the Grievant fails to meet the timelines set forth above, the grievance shall be considered resolved. If the City fails to meet the timelines set forth above, the grievance shall advance to the next step of the process. The only exception to this policy is if the Grievant and the City mutually agree in writing to waive a timeline, but such waiver must occur in advance of the expiration of the timeline.

SECTION V: MISCELLANEOUS INFORMATION

1. Employee Fraternization Policy

The City of Sheboygan expects employees to work together as team members to efficiently provide for the needs of the City and its citizens. It is in the best interests of City employees to keep work relationships separate from personal relationships. All employees shall exercise good judgment and discretion in engaging in consensual social personal relationships.

Under no circumstances shall an employee in a management or supervisory position enter into a romantic relationship with a subordinate.

Provisions/Requirements

1. If employees choose to enter into a consensual social relationship, the relationship will not be allowed to disrupt City business.
2. If employees marry each other, they will not be allowed to report to the same immediate supervisor after they are married. One spouse will not be allowed to supervise the other.
3. If a manager/supervisor enters into a consensual social relationship with any City of Sheboygan employee, that changes into romantic involvement, the management level employee shall promptly and confidentially provide a written notice to his/her immediate supervisor and the Human Resources Manager. The supervisor and the Human Resources Manager will immediately review the duties and responsibilities between the employees to determine if their relationship may disrupt City business. Although the relationship is not prohibited (except as provided below), it will not be allowed to disrupt business.

The City expressly prohibits any consensual social relationship, including marriage, between a manager/supervisor and an employee in his/her line of authority.

4. If a consensual social relationship is either prohibited or disrupts City business, the City will take appropriate action to transfer one or both of these employees if possible and in the City's best interests. If transfer is not possible, termination of the employment of one or both employees may be necessary. Failure to promptly and voluntarily report a consensual social relationship as required above may result in immediate transfer or termination of one or both employees.

2. Employee Privacy

The City of Sheboygan is subject to the Wisconsin Public Open Records Law. Though an employee's personnel file is confidential, information relating to employment, such as an employee's pay and benefits, is considered an open record to the public and may be shared upon request. This includes electronic records such as e-mail messages and other electronic content on personal computers or cell phones (if used for work purposes).

3. Adverse Weather

In the event of severe weather, the City Administrator or Department Head or his/her designee may decide that the offices will not open. Managers will try to notify employees by telephone if they are not to report to work. A message will also be relayed to WHBL channel 1330 AM. Non-exempt (hourly) employees will not be paid for time missed unless they chose available discretionary or vacation PTO time.

4. **Personnel Records**

In order to maintain accurate personnel records, it is important that an employee notify the Human Resources Department of any changes such as name, address, phone number, dependent information, beneficiary changes, etc. While the City makes every effort to have correct records, the responsibility for making sure we have the most current information is the employees.

The City is periodically requested to verify dates of employment and salary information. Basic information (hire date, hourly salary, and full-time employment status) will be confirmed provided the requester verify the employee's social security number. Additional information will only be provided with a signed release from the employee.

5. **Zero Tolerance Workplace Violence Policy**

The City of Sheboygan maintains a zero tolerance policy towards violence in the workplace. Violence committed by employees or the public will not be tolerated. All violent behavior is inappropriate. The possession, use or threat of use of a weapon by employees is prohibited in the workplace. All employees shall notify their supervisor of any workplace violence they witness, experience, have knowledge of or have been notified about. Violations shall lead to disciplinary action, up to and including discharge. Violent acts or threats of violence may also result in arrest and criminal prosecution.

I. **GENERAL**

All employees have a responsibility to encourage and maintain a safe and secure workplace. When notified that an employee has been assaulted, threatened with bodily harm or has threatened to harm themselves or others, supervisors have the responsibility to respond in a timely manner. All employees are expected to adhere to specific security and safety procedures as prescribed by their department or division.

II. **INCIDENT REPORTING AND INVESTIGATIONS**

A. **Employee Responsibilities:**

1. Remove yourself from the threat as soon as possible.
2. Obtain emergency police intervention and/or medical response as required.
3. Immediately notify a supervisor and/or Department Head.
4. Assist management in the completion of all required incident reports.
5. Cooperate with all investigation efforts by management and/or the police.
6. If injured, complete all required medical reports as soon as practical.

B. **Supervisor Responsibilities:**

1. The Supervisor taking the complaint must ensure that the behavior is stopped.
2. Obtain police intervention and medical response as required.
 - a. If the workplace violence is a result of the actions of a non-employee, the supervisor or other available employee shall call 9-911 and request immediate police assistance.
 - b. Crime Scene Preservation:
Take no action to disturb the incident scene, which could jeopardize the outcome of an investigation. Do not move objects or allow clean up until police have given permission. Take steps to secure the incident area.
3. Notify/brief the Department Head & Human Resources as soon as possible.

4. Advise the Department Head of any corrective or preventive actions that can be implemented.
5. Expeditiously complete the Assault/Threat Report form.
6. Obtain copies of Police reports and/or written statements from witnesses and those persons involved within 24 hours, or as soon as possible.
 - a. Assist employees to complete medical, workers compensation, OSHA and other reports as required as soon as possible.
7. Forward copies of all reports to the Human Resources as soon as completed.
8. Conduct or assist in, and cooperate with all investigations.
9. Assist in the identification of risk factors and remedies to prevent reoccurrence.
10. Involve City Attorney to determine or initiate appropriate administrative or legal action.
11. Advise employees about the availability of assistance or counseling. Refer employees to the EAP services.
12. Obtain guidance from Department Head and/or Human Resources on disciplinary actions and procedures.
13. Ensure that proper corrective action is implemented.

III. INVESTIGATION

1. Human Resources, department/division management and police will receive, evaluate intervene and respond to reports of workplace violence, on a case-by-case basis.
2. Anonymity of employees reporting violence or threats of violence will be maintained during the investigation to the greatest extent possible.
3. Retaliation against any individual who reports an incident or threat of violence, or participates in an investigation will not be tolerated.

IV. FALSE REPORTS

Allegations or reports of workplace threats or violent acts will be taken seriously. Employees intentionally making false reports will be subject to discipline, up to and including discharge from employment.

V. ORDERS OF PROTECTION OR RESTRAINT

Employees shall notify their supervisor if they obtain a court/restraining order to protect themselves from an individual, if the order extends to the workplace. The employee shall provide a copy of any such order to their supervisor.

VI. COMMUNICATIONS

Copies of this policy shall be distributed to all current and future employees.

VII. CONFIDENTIALITY

Public information regarding any incident or alleged incident of workplace violence that involves an employee or occurs on City property shall be released only under recommendation by the City Attorney and consistent with open records laws.

VIII. DEFINITIONS

- A. **Employee:** All regular full time, part time, seasonal employees, temporary employees, volunteers, elected and appointed officials.

- B. Weapon:** Any type of firearm, switchblade, knife, (excluding eating utensils), jack knife with a blade longer than 3", metal knuckles, whips, clubs, explosives or any other object commonly known as a weapon. Only law enforcement employees who are required to carry a weapon as part of their official job duties are exempt.
- C. Workplace:** All City owned or leased property, parking lot or building, including vehicles and equipment, and any other property where work is being performed by City employees in any official capacity.
- D. Workplace Violence:** Any act of written, verbal or physical aggression that occurs in the workplace, intended to physically harm an individual or that could cause a reasonable person to be in fear of imminent physical harm. Violence also includes the intentional unauthorized destruction, sabotage or abuse of property or systems. Examples of workplace violence may include: harassment, unwanted physical contact, obscene phone calls, threats (direct or implied), hitting, pushing, throwing objects, stalking, unauthorized possession or inappropriate use of weapons, assault, battery, robbery, kidnapping, murder, bomb threats or arson. Workplace violence does not include the use of reasonable force in the defense of oneself or others.

6. Employee Assistance Program (EAP)

The City of Sheboygan recognizes that a wide range of medical-behavioral problems not directly associated with one's job functions can affect an employee's job performance. Illnesses and emotional problems rank as some of the most serious health problems in the country affecting job performance. In addition, family relationship issues such as elder or child care, or financial problems also affect one's ability to perform their job. The City, therefore, has established an assistance program whereby employees and their families can obtain confidential medical and professional treatment. The City of Sheboygan believes it is in the interest of the City, the employee, and the employee's family to provide an employee service, whether the services are requested by the employee him/herself or required by the City. For a complete description of the City's policy, please see Human Resources.

SECTION VI: ALCOHOL AND CONTROLLED SUBSTANCE POLICY

The City of Sheboygan recognizes that the use and/or abuse of alcohol or controlled substances by City employees may present a serious threat to their safety, health and that of the general public.

As required by the Drug Free Workplace Act, Public Law 100-690, Title V, Subtitle D, the City of Sheboygan has implemented a Zero Tolerance On Duty Policy for alcohol and controlled substances for all City employees and volunteers.

The City of Sheboygan Alcohol and Controlled Substance Policy incorporates by reference, the "City of Sheboygan Civil Service Rules", "City of Sheboygan Police Department Drug Free Workplace Policy", and the "City of Sheboygan Department of Public Works Alcohol and Controlled Substance Testing Policy & Corrective Action Guidelines". Employees are expected to report to work free from any illegal substances and legal substances that affect their ability to perform their job duties. Failure to comply with this policy will lead to disciplinary action up to and including discharge, consistent with related rules and policies incorporated by reference herein.

a) Purpose

The purpose of this policy is to help prevent accidents and injuries resulting from the misuse of alcohol or controlled substances by City employees. This policy is in compliance with testing rules and regulations contained in Federal Regulations Title 49 CFR and the Drug Free Workplace Act.

b) Reporting of Conviction

As required by the Drug Free Workplace Act, Public Law 100-690, Title V, Subtitle D, all City of Sheboygan employees are hereby notified that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, drug paraphernalia or alcohol is strictly prohibited in the workplace. This law makes it a condition of employment that all City of Sheboygan employees adhere to this policy. Furthermore, employees must notify the City (Department Head/Supervisor or Human Resources Director), of any criminal drug statute conviction no later than 5 days after such conviction.

c) Prevention and Rehabilitation

The City of Sheboygan encourages employees who have alcohol or controlled substance problems to seek help from a qualified alcohol and/or substance abuse professional. The goals of this policy are prevention and rehabilitation whenever possible. Help is available through the City's Employee Assistance Program (EAP). For more details on the EAP program, contact the Human Resources Department, a supervisor, or call the EAP directly at (800) 236-3231. All calls are held in strictest confidence.

An employee shall be permitted to use Family Medical Leave time for the purpose of undergoing treatment in an approved program for alcohol or drug use. The leave must be requested prior to the commission of any act subject to disciplinary action, and will be provided only in accordance with the FML policy.

d) Prohibited Conduct for All City Employees

- 1.) Reporting for duty or remaining on duty while under the influence of alcohol and/or controlled substances or with any measurable amount of alcohol, intoxicants, illegal drugs or other controlled substances in their system.
- 2.) Providing false information in connection with a test or falsifying test results through tampering, contamination, adulteration or substitution.
- 3.) Reporting to work under the influence of a prescription drug, unless the employee's physician determines that the use of the prescription drug will not adversely affect the employee's ability to perform essential functions of their job.
- 4.) Obstruction of a test or refusal to submit to testing will be considered a positive test

e) Prescription Drugs

- 1.) Before performing work related duties, employees must notify their supervisor if they are taking any legally prescribed medication or any non prescription drug which contains any measurable amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills or judgment may be adversely affected by this medication.
- 2.) It is the employee's responsibility to inform their physician of the type of essential functions they must perform in order for the physician to determine if the prescription could interfere with the

employee's duties. Employees should provide their physician with a copy of their job description.

- 3.) If there is no alternate medication available, prior to starting their shift the employee is responsible to notify their supervisor of any prescription which may affect ability to perform essential job functions.

f) Required Drug and Alcohol Testing

- 1) Pre-Employment: Any individual applying for a position with the City of Sheboygan shall be required to undergo controlled substance testing after a conditional offer of employment has been made.
- 2) Reasonable Suspicion: Where a trained supervisor has reasonable suspicion to believe the employee is using or is under the influence of alcohol and/or controlled substances, said supervisor may require the employee to undergo a controlled substance and/or alcohol test.
 - a) Supervisor should confer with another supervisor, both supervisors shall observe the behavior/condition of the employee to confirm or deny the reasonable suspicion.
 - b) A supervisor or his/her designee shall transport the employee to the collection site for testing immediately, but no later than within 8 hours of having observed the behavior.
 - c) The supervisor is to wait at the testing site with the employee until the alcohol test has been completed and/or the urine sample has been taken. If the controlled substance or alcohol test is conducted more than 2 hours, but less than 8 hours after the supervisor determined there was a reasonable suspicion to believe the employee is under the influence of alcohol and/or controlled substances, the supervisor shall file a written report ("Delay/Failure to Administer Test Form") explaining the reason for the delay in conducting the alcohol and/or controlled substance test.
 1. During the hours of 7:30 a.m. - 3:30 p.m. the supervisor may call St. Nicholas Hospital, Occupational Health at (920) 459 -5176 to request Reasonable Suspicion Testing for controlled substances and alcohol.
 2. Outside of these hours, the employee shall be driven to the emergency room at St. Nicholas for Reasonable Suspicion Testing.
 3. The supervisor shall bring proper identification and document that he/she is authorized to ensure the employee is tested ("Supervisor Authorization Form").
 4. In all cases of reasonable suspicion testing for controlled substances or if a positive, confirmed alcohol test result has been received (0.02 percent or greater), the employee shall be advised not to drive his/her vehicle home at that time. The employee shall make alternative transportation arrangements to leave the collection or employment site.
 - a.) In the case of reasonable suspicion for controlled substances, the employee shall be advised not to report to work until otherwise advised. If a urine test has been administered, the City of Sheboygan will contact the employee once the test

results are known (this normally takes 24-48 hours) and a decision has been made as to their employment status.

- b.) The results of drug and alcohol tests will be sent directly to Human Resources. When results are obtained, the employee's supervisor and department head will meet with the Human Resources Director to determine the appropriate course of action to be taken.
- c.) Once the test has been completed, the supervisor must submit a written report to their department head outlining the event and/or behavior observed that led the supervisor to believe the employee was under the influence of alcohol or controlled substance ("Supervisor's Report of Reasonable Suspicion"). The report must be completed within 24 hours of the test.

g. Confidentiality

The City of Sheboygan respects the confidentiality and privacy of its employees. The City will reveal the identity of the employee, test results, and/or participation in a treatment program, only as required by law. The City will not reveal individual test results to anyone, unless presented with a written authorization from the tested employee. The City will ensure that any laboratory or testing agency used to conduct testing under this policy will maintain the confidentiality of employee test records. The laboratory or testing agency will disclose information related to a positive controlled substance or alcohol test of an individual to: the individual being tested, the City, the decision maker in a lawsuit, grievance or other proceeding by or on the behalf of the individual arising from any action taken in response to test results; or as required by law, including court orders or subpoenas.

The Medical Review Officer (MRO) will not reveal individual test results to anyone except the City, unless the MRO has been presented with a written authorization from the tested employee. The MRO may reveal to the City, without an authorization, relevant information as to whether MRO opined the employee's fit for duty in the performance of the employees essential job functions and/or whether the employee has tested positive for controlled substances or alcohol.

SECTION VII: CONTINUATION OF COVERAGE

35. Continuation of Dental & Health Insurance Coverage (COBRA)

Exiting employees and their qualified beneficiaries have the opportunity to continue health, dental and life insurance under the City's health plan in the event that a "qualified event" results in the loss of eligibility.

Qualifying events are as follows:

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|---|---|
| Reduction of work hours / layoff | An employee's divorce or legal separation |
| Resignation of an employee | Birth of a child |
| Death of an employee | Marriage |
| Personal leave of absence | Enrollment in Medicare |
| Termination of an employee for reasons
(other than gross misconduct) | |
| A dependent child no longer meets eligibility requirements | |

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City's group rate plus an administration fee (2%). When the employee or spouse becomes eligible for coverage under the City's health and dental insurance plans, the City will provide each eligible employee with a written notice

describing their rights granted under the Cobra. The notice contains important information about the employee's rights and obligations. If you have any questions about COBRA, or if you have changed marital status, or you or your spouse have changed addresses, please notify the Human Resources Department.

36. Handbook Purpose

We hope this Employee Handbook will enable you to understand the general rules under which we operate. While the City of Sheboygan believes wholeheartedly in the policies and procedures outlined in this handbook, circumstances may arise whereby it becomes necessary to change these policies and procedures. We reserve the right to modify, revoke, suspend, terminate or change any or all such plans, policies, or procedures, in whole or in part, at any time, with or without notice. The language used in this handbook is not intended to create, nor is it to be construed to constitute, a contract between The City of Sheboygan and any one or all of its employees. An employee's initial or continued employment is solely at will and either you or the City may terminate the relationship at any time.

37. Statement of Understanding

After reading the handbook thoroughly, as a condition of employment, each employee must read and sign the statement of understanding which will be placed in the employee's personnel file.



2016 Employee Handbook

Acknowledgement of Receipt

For

2016 Employee Handbook

I acknowledge having received a copy of the City of Sheboygan, Wisconsin's *Employee Handbook*, and I understand the content. I understand that neither this handbook, nor any other City policy, practice or procedure, is intended to provide any contractual obligations relating to continued employment, compensation or employment in a particular position and should not be construed as creating any sort of employment contract.

I further understand and accept that my employment with the City of Sheboygan is at-will. I have the right to resign at any time with or without cause, just as the City may terminate my employment at any time with or without cause or notice, subject to applicable laws.

I also understand that all of the policies, rules and regulations in this handbook may be changed at any time at the sole discretion of the City with or without prior notice to employees. In addition, the policies listed may be governed by specific procedures which may take precedence over this handbook. Employees are encouraged to direct any questions regarding the City's policies, practices and/or procedures to their immediate supervisor and/or the Human Resources Department.

Employee's Signature

Date

Employee's Name (Printed)



City of Sheboygan
Request for Proposal Notice

I. Notice is given that the City of Sheboygan requests proposals for a *Diversity, Equity, and Inclusion Consultant(s)* through TBA.

One hard copy and one electronic copy of the proposal clearly labeled "RFP Diversity, Equity and Inclusion Consultant(s) Proposal" must be delivered to:

Mayor Ryan Sorenson
City of Sheboygan
828 Center Avenue
Sheboygan WI 53081
{ HYPERLINK "mailto:ryan.sorenson@sheboyganwi.gov" }

Inquiries may be directed by email to Sarah Schwefel in the mayor's office at sarah.schwefel@sheboyganwi.gov.

II. Project Timeline

Proposals will be evaluated, and the successful vendor will be determined and approved by the Sheboygan Common Council. The city reserves the right to reject any or all proposals, and to select the vendor, benefits and services that best meet the needs of the city, its employees, and the residents of the City of Sheboygan.

The following is an estimated schedule of proposal receipt and decision:

Date	Action Item
TBA	RFP issued.
TBA	Proposal due by 5:00 p.m.
TBA	Proposals reviewed.
TBA	Interviews as needed.
TBA	Consideration of recommended proposal by Finance and Personnel Committee.
TBA	Council consideration and approval of contract.
TBA	Contract activity begins.

III. Brief City Overview

The City of Sheboygan is located on the western shore of Lake Michigan, fifty miles north of Milwaukee. Newly released census data show the city has grown to just under 50,000 residents. Traditionally a community with a strong manufacturing base, Sheboygan has become a popular tourist destination in recent years. In addition to beautiful beaches along the lake, the city also has over seven hundred acres of parks, and extensive bike paths. Mead Public Library is a resource hub for surrounding communities. The John Michael Kohler Art Center and its Arts Preserve are major cultural and community institutions. Golf courses abound.

Economic prosperity for city residents is uneven, however. The median household income in Sheboygan in 2018 was \$41,037. However, residents making above the median level tend to earn at a higher level than those below the median income. There is a very significant difference among per capita earnings of white residents (\$24,647) and Asian (11,188), Black (\$8,793) and Hispanic (\$9,261) residents. Approximately sixty-two percent of Sheboygan Area School District

students are eligible for free or reduced cost school meals. At last count, about two- and one-half percent of students were considered homeless, that is, about two-hundred and fifty students each year.

City government is structured on a mayor-common council basis, with significant recent changes in its structure. The common council was reduced from sixteen to ten positions in 2018. Alders are elected from specific districts, and as a result of the April, 2021 election, more robustly represent our diverse community. Six of ten alders are women, two are Black, one is Latina, and one has Japanese heritage.

After some turmoil and a mayoral recall election in 2012, the council created a city administrator position to professionally manage its day-to-day operations. Our current city administrator, Todd Wolf, began in his position in July, 2020. Our current mayor, Ryan Sorenson, was elected in April, 2021, handily defeating the eight-year incumbent. Mayor Sorenson has begun to reach out to diverse communities to recruit for the city's many boards, committees, and commissions, and strongly supports diversity, equity and inclusion work in the city and the whole community.

The city has approximately 480 employees. While there are no firm data at this point, most employees are white and male. There are fifteen departments, with various lines of authority on the table of organization. Department heads met with representatives of the Sheboygan Justice Equity group (see below) in March, 2021 to discuss the findings of a Racial Equity Report completed in 2020 that compared demographic data of city residents over the past decade. Department heads commented that Sheboygan is "two cities;" that the older generation fears the unknown; that we are not reaching out and connecting with our local schools; that we need to go outside the box, and other observations about the need for diversity education and training.

Current census data show significant demographic population changes in the city over the past decade. White residents now make up seventy-two percent of the city's population, down eleven percent from 2010 data. There has been significant growth in Asian, Hispanic, and Black populations. In the 2020-2021 school year, the Sheboygan Area School District became a "majority-minority" school district, that is, the majority of students are students of color.

City residents, businesses and organizations have been active in identifying, and are beginning to take action around diversity, equity, and inclusion issues. The Sheboygan Equity, Inclusion, Diversity, and Inclusion (SDEIB) initiative is an umbrella for interest groups including education, social structure, historic preservation and acknowledgement, county government, health and wellness and other interests. One of the most active interest groups in SDEIB, Sheboygan Justice Equity (SJE) has focused on bringing DEI awareness, training and planning into city government operations and contemplates working with the city in its DEI efforts going forward. SJE has partnered with the city in initiating DEI efforts as a part of SJE's strategic plan.

There are many other active organizations, including the Sheboygan County LGBTQ Alliance, the Hmong Mutual Assistance Association, the Hmong Women Society, Black-American Community Outreach (BACO), and Voces de la Frontera Capitulo Sheboygan. While there are no active disability advocacy groups currently working in Sheboygan, there are significant equity issues among disabled residents.

IV. Proposal Summary

While the city posted a diversity and inclusion statement of principles after the killing of George Floyd, it has undertaken no systematic examination of those principles in action within city government. However, there is a strong commitment within city leadership and the community to bring diversity, equity, and inclusion values and actions into all aspects of city government, and to establish and nurture a meaningful conversations and ongoing relationships with all parts of our community.

The city is seeking proposals from qualified consultants to assist the city in developing a DEI action plan as a starting point for its goal to ensure that the city is welcoming, respectful, and inclusive for all residents.

Specific goals for the DEI action plan include the following:

1. To develop an understanding within city government of diversity, equity, and inclusion (DEI) principles, and their importance to city employees, including elected and appointed officials, and the community.
2. To develop DEI goals and specific action steps that will engage city employees, including elected and appointed officials, in training, education, and policy changes that will result in a more diverse, welcoming, supportive work force that reflects the diversity of the community.
3. To engage a broad base of community members in the city's ongoing strategic planning process.
4. To facilitate the creation of a diverse community group to assist in the ongoing implementation and use of DEI initiatives as outlined in this proposal.

V. Scope of Work

The city wishes to engage a person or team to assist the city in achieving the goals listed in section IV.

The scope of work includes the following:

A. Discovery Steps:

1. Organizational scan: Work with city staff to assess the city's DEI policies and attitudes. This will include developing demographic information about city staff, and examining hiring, training and retention policies that relate to DEI.
2. Internal scan: Explore and identify attitudes about DEI within city government.
3. Environmental scan: Identify community resources that can be utilized to inform and support the City's initiatives.

B. Action Steps:

1. Assist in developing a DEI roadmap that provides for short- and long-term actions as follows:
 - a. Initial training within the city to establish a shared understanding of diversity, equity and inclusion and its importance to city government and the community.
 - b. Ongoing education and training of all levels and areas within city government that will educate employees about cultural competencies, explicit and implicit bias, and the importance of being part of a welcoming and supportive work environment.
 - c. Integration of DEI values into internal policies and procedures, and external communication of the city's DEI values to community residents.
 - d. Creation of a sustainable action plan with measurable goals that will include the following:
 - i. Establish ongoing training and integration of DEI policies and practices into all city activities.
 - ii. Assist in developing and implementing meaningful ways to communicate with community residents regarding DEI issues and opportunities.
 - iii. Establish accountability methods to ensure the success of DEI plans that will include a commitment to staffing as appropriate to assist in activating and sustaining this action plan.
 - iv. Identify needed resources within city government to ensure the success of DEI plans.
2. Development and implementation of outreach and communication strategies to engage members of the community, with a particular focus on diverse groups discussed in the brief city overview. The city will soon begin a substantial strategic planning process that will require significant community engagement and the involvement of all parts of the city to be successful.

VI. Proposal Requirements

Submitted proposals must follow the format outlined below and include all requested information. Failure to submit proposals in the required format may result in elimination from consideration.

- A. Cover letter: Please include the name, address, and contact information of the consultant or firm, and signed by the person authorized to represent the consultant or firm. Include the name and qualifications of the individuals who

will be working on this project. Identify only individuals who will do the work on the project.

- B. Organization and personnel qualifications: Please provide a statement of qualifications and expertise to perform the services sought by this RFP, including a description of relevant experience with projects that are similar in nature to this proposed project.

Applicants must demonstrate an understanding of the role of municipal governments in advancing racial equity, and an ability to apply a racial equity lens to the planning and implementation of city policies, procedures, and programs. In addition, applicants should have experience in building employee capacity to advance racial equity. Respondents must be well-versed in community engagement and have demonstrated skills in consensus building.

- C. Scope of work description: The application should include a general project schedule that identifies tasks, activities, and deliverables that the applicant proposes to carry out in implementing the project. The applicant should provide an overview of a recommended approach for the project and the applicant’s overall approach to DEI work.
- D. References: Please provide two or more professional reference that include contact information and a short description of the work performed for the reference listed.
- E. Cost proposal: The cost proposal must list the hourly rates for each person who performs the task and the total number of hours estimated for each of the components of the scope of work, in addition at any other costs associated with completion of the work, and include a total projected cost for the project.

VII. Evaluation Criteria

The City of Sheboygan will evaluate respondents based upon the written response to this RFP, consultant interviews, references, and the following criteria:

Criteria	Description	Weight
Expertise	Technical, lived, and personal expertise of personnel assigned to RFP tasks; ability to perform and complete the work in a professional and timely manner.	35%
Skill	Demonstrated qualifications and experience in this work, including the ability to affect real change, and provision of similar services for other organizations.	25%
Approach	Consultant’s understanding of and approach in providing RFP services. Responsiveness and completeness of the proposal and any value-added component.	10%
Cost	Cost or cost effectiveness and resource allocation.	15%
Minority-Owned Business	Preference is given to firm/consultant owned	15%

	or operated by Black, Indigenous Person of Color (BIPOC).	
Total		100%

VIII. City Disclaimer

This RFP does not commit the City of Sheboygan to award a contract. This RFP and the process it describes are proprietary to the city and are for the sole and exclusive benefit of the city. No other party, including any Applicant, is intended to be granted any rights hereunder. Any response, including written documents and verbal communication, by an applicant to this RFP, shall become the property of the City and may be subject to public disclosure by the City or any authorized agent of the City.

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- "I expressed serious concerns regarding... the sufficiency of the respondent's remedial efforts to address the sexual harassment;"
- "I expressed serious concerns regarding... the sufficiency of the respondent's remedial efforts to address... other inappropriate sexual behavior involving City employees;"
- "I... openly questioned the sufficiency of the respondent's remedial efforts to address the sexual harassment;"
- "I... openly questioned ... the sufficiency of the respondent's remedial efforts to address... other inappropriate sexual behavior involving City employees;"
- "(T)he City Administrator admonished me to not let this situation 'taint' me;"
- "I have seen my role marginalized and have been steadily ostracized by the City Administrator;"
- (The City Administrator) has instructed members of my own staff to spy on me and report anything that could advance his obvious plan to set me up for failure;"
- "I have been told by the Mayor that I have a 'target' on my back, from the City Administrator, and that my job is in jeopardy;"
- "The City Administrator has orchestrated this hostility against me in order to undermine my authority, in retaliation for my opposition to the sexual harassment of female City employees by their male co-workers and the City's inadequate response to the situation."

The City's reply is instead a series of inaccurate and irrelevant allegations that do nothing to refute her claims. Indeed, the respondent's principal defenses - that the City Administrator had consistent concerns about Ms. Schneider's skill level and that she was upset with the hiring of an outside investigator - have nothing whatsoever to do with her claims and are demonstrably false.

Until Ms. Schneider expressed concerns and openly questioned the City's handling of the sexual harassment complaints involving the police department, the City Administrator fully supported her and her work. In fact, he expressed his full support for her publicly and on record at numerous Common Council meetings throughout 2020 and 2021. The televised and recorded Common Council and Committee meetings leave no doubt of this fact or the fact that she received commendations from the Council throughout 2021. In addition, text conversations between the City Administrator and Ms. Schneider show just how disingenuous his newly alleged concerns are; they include "You are great for this position." (7/14/21), and "Thanks for all you do." (7/15/21). Exhibit 1. It was not infrequent that Ms. Schneider and the City Administrator would also have

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lunch together during the business day. But these lunches and applauding texts stopped after she criticized the City's and the City Administrator's handling of the sexual harassment complaints.

Contrary to the narrative the City now wants the Division to believe, Ms. Schneider embraced the involvement of an outside investigator. In fact, prior to the external investigation, Ms. Schneider was not involved in the investigation; it had theretofore been handled internally by the police department itself. (In other words, she was not given the "responsibility to continue the internal investigation" as the respondent suggests. The police department did the internal investigation and on its own determined the discipline for the officers involved. Ms. Schneider had nothing to do with that part of the investigation. In fact, in June, 2021, the President of the Police and Fire Commission expressed his concern that Human Resources had not been included in the investigation). It was only through the involvement of an outside firm that Ms. Schneider learned of the full scope of the allegations, which included several female officers' allegations against a number of male officers and was far more serious than she had been led to believe. This gave her great concern that the female officer's complaints were not being taken seriously and a cover up was under foot and she expressed those concerns to the City Administrator.

The City would also have the Division believe that Ms. Schneider was advised "not to interfere with the investigation," but that is also completely untrue. In fact, she was assigned by the City Administrator as the City's contact to work with the external investigator on July 8, 2021. Her responsibility was to assist and facilitate meetings, conference calls and communications between and with the attorney investigator, the City's insurer, the City Administrator, Mayor Sorenson and City Attorney Adams related to the matter. She abided by these instructions and was never once told not to interfere.

As it turned out, the police department was not forthcoming about the scope of the allegations. Until the outside investigation occurred, all Ms. Schneider knew was what she had been told by the police department - that the situation involved primarily one female officer and the alleged sharing of nude photos. However, when the complaining female officer learned of the result of the investigation - short suspensions for the male officers involved - she resigned and in the process of her scheduling an exit interview with the City (including Ms. Schneider), Ms. Schneider learned of the full scope of the allegations. This occurred on July 7, 2021. By July 8, 2021, the process of submitting the claim to the City's insurer and having an external investigation had begun. Ms. Schneider was in full agreement with this plan.

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It was during this time period where things began to change for Ms. Schneider. As a conscientious and female human resources professional, she was dutiful and adamant about following appropriate protocol in investigating what was obviously a problem within the City's police department. The allegations were serious and far more involved than the sharing of nude photos as had been described to her. She recognized the problem and expressed her concern that the male officers were essentially getting off easy for behaviors that were far worse than the discipline being meted out would suggest. In response, she was told by the City Administrator to stay in her lane and that he did not want this situation - one involving serious allegations of sexual misconduct by male police officers towards female co-officers - to "taint" her and the work she was doing. He also instructed her to not inform the Common Council about the complaint or its allegations and otherwise downplayed its significance and her concerns about the behavior involved.

That he would now suggest that the real issue was that he had problems with her experience and skill set as a human resources professional is laughable and completely dishonest.

The reality of the situation is that the allegations consisted of more than the sharing of nude photos. The allegations revealed a pattern of abuse and harassment from a number of male officers towards female officers. Four female officers resigned during this time period. During a meeting on September 14, 2021, which included the City Administrator, the Mayor, and the City Attorney, Ms. Schneider expressed her concerns about the breadth of the allegations and the pattern of discrimination and sexual mistreatment occurring within the City's police department. Among the topics she questioned during the meeting included:

- That her review of the documents she received indicated a pattern of severe sexual harassment;
- That there was non-consensual sharing of nude photos of female officers during work;
- That the discipline was meager in scope (only a few officers were disciplined) and duration (only brief suspensions);
- That four female officers had resigned entirely from the police profession as a result of what occurred;
- That there is a profound lack of curiosity from the City and the police department about what happened to a former female police officer who woke up naked in a hotel room after blacking out during a police department sponsored training and a male police officer witnessed

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another male officer taking her pants off the night before while she was incapacitated.

It should be noted that Ms. Schneider was the only female involved in the investigation. She expressed to the City Administrator and others within City leadership that the discipline of the male officers was inadequate and sent a message that female employees had no legitimate protection against this kind of behavior from their male co-workers. Her concerns were not taken seriously by the City Administrator, who instead sought to discredit the female officers involved and instructed Ms. Schneider to stay out of the investigation. Indeed, it was the very next day that he threatened her by stating that he did not want the investigation to "taint" her.

From that point forward, she has been ostracized by the City Administrator. In addition to the previously described decline in communication, the litany of retaliatory actions by him include at least the following:

- Reduction of staff from three HR generalists to two;
- Relocation of the HR department to the second floor storage room at City Hall without input from or notice to Ms. Schneider; "this is what you are getting" is all he told her;
- An Assistant City Attorney warned Ms. Schneider that the City Administrator was actively marginalizing her;
- Consistent interference, criticism, and shaming of Ms. Schneider and the Human Resources department by the City Administrator's assistant, as instructed by the City Administrator and despite Ms. Schneider's complaints to the City Administrator about her behavior;
- Disparaging her to other City officials, including telling an Alderperson that Ms. Schneider was "obsessing" about the sexual harassment case, but that the City would be "closing the book on the case soon;"
- On October 4, 2021, the Mayor warned Ms. Schneider that the City Administrator had her "under the microscope" because of her concerns about the sexual harassment case and that the City Administrator was using other Human Resources employees to spy on her;
- On October 6, 2021, the Mayor confessed to Ms. Schneider that the City Administrator has been "gaslighting" and "gatekeeping" her, that he has kept her out of meetings and communications, and that he disparaged her to council leadership that she was obsessive about the sexual harassment complaint;

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- The Mayor also expressed to Ms. Schneider that she was being treated with abuse by the City Administrator and that based on his experience working in a women's domestic abuse shelter, she was responding to the City Administrator's treatment "exactly" as someone who is being abused;
- In early October, a newly hired HR Generalist (Nicole Geschke) confided to Ms. Schneider that another HR Generalist (Jennifer Wray) had been directed by the City Administrator to spy on Ms. Schneider and report back to him;
- The Mayor confirmed that at least two employees (Ms. Wray in HR and Sandy Halvorsen in Finance) - subordinates to Ms. Schneider - had been solicited by the City Administrator to monitor and report to him about her;
- In early November, Ms. Schneider learned from the Mayor that Ms. Schneider was accusing her of conspiring with an alderperson to undermine him;
- During this meeting on November 8, 2021, the Mayor told Ms. Schneider that the City Administrator had placed a target on her back and that he had her staff involved and against her and that she should "probably never meet with him alone anymore;"
- On November 11, 2021, Ms. Schneider met with the City Administrator, who admitted that he was using her staff to actively marginalize and work against her, at one point suggesting that the deterioration of their relationship was because of the "police thing."

At this point, Ms. Schneider's health was suffering and she was left with no reasonable alternative other than to request leave under the Family Medical Leave Act in order to recuperate. She notified the City of her need for leave on November 22, 2021 for leave to begin on November 29, 2021. Interestingly, the respondent takes umbrage with the fact that Ms. Schneider requested FMLA leave, suggesting that she did so on "little notice." There is nothing unlawful or inappropriate about the timing of Ms. Schneider's FMLA leave request. She needed FMLA; she requested it; she was approved. Why the respondent felt the need to question the timing of her request says far more about the veracity of the respondent's position in this case than it does to disparage Ms. Schneider's contentions.

II. Miscellaneous Rebuttal

Although not directly relevant to Ms. Schneider's claims, the respondent makes a number of representations that are untrue and merit response.

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1. It is not true that the City re-evaluated "whether or not there was a need for a director for the Senior Center" in early 2020. The implication that Ms. Schneider was going to be let go from the Senior Center because the City planned to close it is a complete fabrication. This fact is confirmed by the former City Administrator, Darrell Hofland. (See Exhibit 2). The only thing that closed in March 2020 was the actual building due to concerns of COVID-19, but programming and staffing of the Senior Center continued and continues through to the present time at various locations.

In fact, Director Schneider held BOTH positions of Director of Human Resources and Labor Relations AND Director of Senior Services until the hiring of Emily Rendall-Araujo in December 2020. This can be verified through meeting minutes of the Senior Activity Center Commission and board of directors' minutes of the Friends of the Senior Activity Center of Sheboygan throughout 2019 and 2020.

2. It is also not true that Vicky Schneider "did not have any appreciable prior experience working in a human resources department or holding a position of Human Resources Director in the past." Indeed, Ms. Schneider's work experiences include the following:

- Director of Human Resources/Compliance Officer for Villa St. Francis which is an assisted living facility on Milwaukee's south side. This was and is a highly regulated facility with many federal and state compliance expectations;
- Executive Director for McKinley Place in Cedarburg, a highly regulated facility with responsibilities that were highly involved with Human Resources;
- Human Resources Manager for Covey (formerly known as Cerebral Palsy of Mideast Wisconsin) in Oshkosh;
- Executive Director of Generations Intergenerational Center which included all responsibilities of Human Resources.

Ms. Schneider also holds a Master's degree in Management and Organizational Behavior with an emphasis in Human Resources. For reference, Ms. Schneider's c.v. is attached as Exhibit 3.

3. The respondent's description of Ms. Schneider's hiring process is also inaccurate. On approximately March 10, 2020, Mr. Hofland appointed her as the interim Director of Human Resources and Labor Relations. She thereafter applied for the permanent position of Director of Human Resources. During the application process, she participated in three rounds of interviews by a panel

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which consisted of City Administrator Darrell Hofland, Chief of Police Chris Domagalski, Rae Anne Beaudry (City of Sheboygan's Insurance broker), and a member of the Sheboygan Area School District's Human Resources department. Ultimately, Ms. Schneider was selected through a competitive process, a fact that Mr. Hofland has previously and no doubt will again confirm. On May 18, 2020, her hire was presented to and approved by the Common Council. Attached as Exhibit 4 are the Common Council meeting minutes from that date.

Coincidentally, the current City Administrator was then the Common Council president and made the motion to approve her hire.

4. While it is true that Ms. Schneider's 2020 performance goals included a need for more training and understanding of MUNIS and NeoGov, it is also true that she has since taken and passed the SHRM-CP exam (in May 2021) and participated in many hours of MUNIS and NeoGov trainings throughout 2020-2021. She has also attended webinars by SHRM, as well as MRA, CVMIC and a number of other trainings and self-education.

III. ERD Officer Questions

1. The Respondent asserted that the city administrator advised the Complainant not to interfere with the investigation after the city administrator, city attorney, mayor, and the Complainant discussed the internal discrimination complaint filed by a female police officer and decided to refer the matter to an outside attorney to handle the investigation and make recommendations. The Respondent further asserted that the city administrator already had concerns about the Complainant's knowledge of work and skills related to collaboration, meeting work commitments, and technology, as noted in a December 2020 evaluation, prior to any alleged oppositional activity. Please respond to the Respondent's denial that the Complainant's gender or statutorily protected oppositional activity motivated any alleged harassment or actions related to the terms/conditions of employment.

Response: We refer to Sections I and II above. In summary, the City Administrator expressed no concerns about Ms. Schneider's performance or skills other than minimally in the December 2020 evaluation. Indeed, until she began to openly question his and the City's attention and response to the sexual misconduct situation involving the police department, he had nothing but positive things to say about her work and skills. After that, beginning in July 2021, he actively and admittedly engaged in a campaign to marginalize, disparage, and discredit her.

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Response: See Sections I and II above and the attached Exhibits.

3. *If you have witnesses, who have firsthand information relevant to your complaint and are willing to provide information on a voluntary basis, please provide a list with (a) name and contact information, such as home address, phone number, or email address, and (b) the specific information each witness can verify.*

Response: Individuals who have been identified within this submission and who we believe will provide corroborating information include the following:

Darrell Hofland (former city administrator)



Mayor Ryan Sorenson
ryan.sorenson@sheboyganwi.gov
920-457-3317

Attorney Charles Adams
charles.adams@sheboyganwi.gov
920-459-3917

Nicole Geschke
HR Generalist
nicole.geschke@sheboyganwi.gov
920-459-3314

Vice President of the Common Council, Roberta Filicky-Peneski
roberta.filicky-peneski@sheboyganwi.gov
920-453-0602

Ms. Schneider does not have contact information for Assistant City Attorney Thomas Cameron or HR Generalist Jennifer Wray, both of whom have left City employment.

IV. Burden of Proof

A complainant's burden of proof is less at the probable cause stage than it would be at a hearing on the merits; at the probable cause stage, the complainant must present factual allegations and circumstances strong enough in themselves to warrant a prudent person to believe that discrimination occurred. *Herling v. Dealer's Office Equipment, Inc.*, LIRC 02/18/87 - ERD Case No. 8451573. To that

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end, as this submission shows, Ms. Schneider has presented factual allegations that, if true, support findings of gender discrimination and retaliation. The respondent's position statement does nothing to dispose of the probability that discrimination and retaliation occurred here; instead, it merely acknowledged that the facts are in dispute and put more facts into dispute. Indeed, the brunt of the respondent's position statement – that Ms. Schneider was disgruntled that an outside investigator was brought in to review the sexual harassment complaint – is built on an untruth. The disparate nature of the parties' competing allegations requires an initial determination of probable cause so that these allegations can be tested at a hearing on the merits.

V. Legal Standard & Conclusion

Ms. Schneider has set forth sufficient evidence to prove a *prima facie* case of discrimination and retaliation under the evidentiary analysis applied pursuant to the Wisconsin Fair Employment Act.

Summarily:

1. She is a female and the only female involved in the investigation of severe allegations of sexual misconduct and discrimination brought forward by female police officers against male police officers.
2. She has presented facts that support the conclusion that she was singled out by the City Administrator for hostile and discriminatory treatment;
3. She has presented facts that support the conclusion that she was otherwise treated with hostility in the terms and conditions of her employment after raising concerns about discrimination and sexual misconduct and the City's response to the complaint;
4. She has presented facts that support the conclusion that she advocated for harsher and broader discipline for the male officers involved in the mistreatment of female officers;
5. She has presented facts that show that immediately following her open questioning of the City Administrator's and the City's attention and response to the sexual misconduct situation involving the police department, the City Administrator actively and admittedly engaged in a campaign to marginalize, disparage, and discredit her.
6. She has presented facts that show that a number of the respondent's allegations in support of its position statement are patently untrue.

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April 8, 2022


The respondent's submission does nothing to rebut the strong inferences of discrimination and retaliation. Instead, its defense is merely a false narrative of factual contentions that are gross exaggerations, untruths, or otherwise tend to support rather than diffuse Ms. Schneider's allegations. She disputes the respondent's allegations and takes great exception to the descriptions that have been offered. At this stage of a discrimination complaint proceeding, the complainant's burden is to present factual allegations and circumstances strong enough in themselves to warrant a prudent person to believe that discrimination and/or retaliation occurred. Ms. Schneider - in both her Complaint and in this submission - has done at least that.

Indeed, the dishonesty of many of the respondent's allegations provides sufficient proof, in itself, to sustain Ms. Schneider's claims. "Proof that the defendant's explanation is unworthy of credence is simply one form of circumstantial evidence that is probative of intentional discrimination, and it may be quite persuasive." *Reeves v. Sanderson Plumbing Products, Inc.*, 530 U.S. 133, 147 (2000) (citing *St. Mary's Honor Center v. Hicks*, 509 U.S. 502, 517 (1993)). ("[P]roving the employer's reason false becomes part of (and often considerably assists) the greater enterprise of proving that the real reason was intentional discrimination"). Thus, showing the respondent's explanations to be false allows for a reasonable inference that it is "dissembling to cover up a discriminatory purpose." *Id.* "[W]hen all legitimate reasons for rejecting an applicant have been eliminated as possible reasons for the employer's actions, it is more likely than not the employer, who we generally assume acts with *some* reason, based his decision on an impermissible consideration." *Furnco Constr. Corp. v. Waters*, 438 U.S. 567, 577, 98 S.Ct. 2943, 57 L.Ed.2d 957 (1978).

At very minimum, there should be no doubt that Ms. Schneider has met her burden at the probable cause stage of this proceeding. The disparate nature of the parties' competing allegations requires an initial determination of probable cause so that they can be tested through discovery and at a hearing on the merits.

We hope that this letter offers clarity to your questions. Should you need additional information, please contact me. Thank you for your consideration and cooperation.

Sincerely Yours,

FOX & FOX, S.C.

Peter J. Fox

ER Officer Rupneet Sidhu
Page 12
April 8, 2022

Enclosures

cc: **Vicky Schneider**
Respondent

Department of Workforce Development
Equal Rights Division

M r R

STATE OF WISCONSIN



Department of Workforce Development

Tony Evers r r
Amy Pechacek r r d

NOVEMBER 10, 2022

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The dismissal of that part of the complaint involving sex discrimination will become final unless the Complainant submits a written appeal letter to the Division. The appeal letter must be received within 30 days of the date this determination was mailed. The appeal letter cannot be transmitted or received via email.

The appeal must be mailed to:

**EQUAL RIGHTS DIVISION
819 N 6th ST
ROOM 723
MILWAUKEE WI 53203-1687**

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From: ML Donohue <mldonohue@live.com>
Sent: Wednesday, August 17, 2022 2:52 PM
To: barbara.felde@sheboyganwi.gov; roberta.filicky-peneski@sheboyganwi.gov;
amanda.salazar@sheboyganwi.gov; betty.ackley@sheboyganwi.gov;
Angela.Ramey@sheboyganwi.gov; dean.dekker@sheboyganwi.gov;
grazia.perrella@sheboyganwi.gov; zach.rust@sheboyganwi.gov;
trey.mitchell@sheboyganwi.gov; joe.heidemann@sheboyganwi.gov
Cc: Sorenson, Ryan; Wolf, Todd; Garrett Erickson
Subject: Information regarding Mead Public Library

Dear Alders:

I am writing to you about what has suddenly become a controversial matter: whether Mead Public Library should be excluded from the revised and updated wage classification and step pay plan for non-represented employees that the Common Council is currently considering.

The rationale for this action, as proposed by Alder Heidemann, is that Mead Public Library has its own Board of Trustees that governs the library. The library board is charged with hiring the librarian (a department head within the city structure) and overseeing the administration of the library. See Wis. Stat. §§ 43.58 (1)(2). In that respect, the board has independence in terms of library administration. However, that independence is clearly reduced by funding considerations from the city, as well as other taxing entities.

Mead Public Library is not the only city department with a governing board that includes city employees and city residents. For example, the Police and Fire Commission has exclusive jurisdiction over the hiring, promoting, and disciplining of police officers and fire fighters. See Wis. Stat. § 62.13. The Police and Fire Commission does not have the scope of the library board's overall authority. Nonetheless, the reality of independent citizen control over city departments is well-established and greatly valued.

Mead Public Library has been a city department since 1897. It joined the city's health insurance and other benefits' package in 2008, and is governed by its terms and conditions. Its employees became fully incorporated into the city's wage scale in 2017 and are governed by its terms and conditions. If the library is removed from the wage classification and step pay plan, past history tells us that this will be the beginning of a long-term continuation of substantial underfunding of this service. This is precisely what happened in the past when the library received no or reduced funding.

I have been puzzled by the source of this deep antipathy toward Mead Library, because, with the Fire Department, it is consistently rated as the most valuable service the city provides. Perhaps it is the belief that the Mead Library Foundation can completely fund the library.

That is not possible. First, the Foundation funds would be exhausted in less than three years. Second, the Foundation's operating documents clearly provide that "contributions to the Foundation shall not be used to reduce support or commitment of local funding for libraries from the City of Sheboygan and/or the County of Sheboygan." See Article III, Articles of Incorporation.

While the Foundation may not make up for reduced city operational funding, it has made significant contributions to the library building and has supported classes, seminars workshops and events that are greatly valued by the community. From 2013 to 2022, the Foundation has provided \$2,130,148 in supplemental funding

to support the library. Of that amount, \$1,454,718 has been used for capital improvement projects, freeing up needed capital improvement funds for other departments that do not have similar foundations.

Mead Public Library is truly a cherished city institution. More than 32,000 city residents have library cards. In the first six months of this year alone, more than 100,000 people have walked through the doors of Mead Public Library and checked out over 200,000 books and materials. More than 16,000 residents have participated in library classes, seminars, workshops, and events. This is really quite extraordinary.

I hope this additional background is helpful in your deliberations, if it continues to be suggested that the library be excluded from the city's wage classification and step pay plan. As a former alder, former Mead Public Library trustee, and the mother of two wonderful boys who would have lived in the history section of the library if it had been allowed, I appreciate your consideration of my points.

Mary Lynne Donohue
920-458-1027

Jen DeMaster

From: ML Donohue <mldonohue@live.com>
Sent: Thursday, August 18, 2022 10:06 AM
To: Alderperson Barbara Felde
Subject: Re: Information regarding Mead Public Library

Thanks, Barb. I think Todd has won on not giving library pages and the custodian \$15/hr—deeply unfair and nasty, but there you go. This plan to take the library out of the pay plan altogether is catastrophic.

Appreciate your support on this. I won't bug you with a phone call!

Mary Lynne

Mary Lynne Donohue
 920-458-1027

From: Alderperson Barbara Felde <Barbara.Felde@sheboyganwi.gov>
Sent: Wednesday, August 17, 2022 5:08 PM
To: ML Donohue <mldonohue@live.com>
Subject: Re: Information regarding Mead Public Library

Thank you Mary Lynne. As you know I support the \$15/hr pay. I am only one person. I think many on the council have heard plenty (sigh) about why the Library should be included in the wage study, etc. Your email gives me new information to chew on.

Missing your wisdom on the council. Be well 🍀

Barb Felde

Alderperson District 1

Common Council President

Chairperson License Hearing & Public Safety Committee

Chairperson Board of License Examiners

Finance & Personnel Committee Member

Senior Services Commission Member

Transit Commission Member

From: ML Donohue <mldonohue@live.com>
Sent: Wednesday, August 17, 2022 2:51 PM

From: unspecified
Sent: Monday, August 22, 2022 4:23 PM
To: Adams, Charles; Arenz, Carrie; Biebel, David; Bushman, Eric; DeBruin, Meredith; Domagalski, Christopher; Erickson, Garrett; Krueger, Kaitlyn; Montellano, Eric; Muench, Derek; Pelishek, Chad; Rendall-Araujo, Emily; Sorenson, Ryan; Stokes Michelle; Torry, Judge Natasha; Trueblood, Joe; Wolf, Todd
Subject: [Forwarded from DataCove] [Thu Nov 10 16:09:56 2022] Today's meeting notes
Attachments: Mgmt Team Notes 8-22-2022.docx

Good Afternoon,

Attached please find today's meeting notes for your reference.

Please let me know if you have any questions. Thanks!

Carrie

Carrie Arenz
Assistant to the City Administrator
City of Sheboygan, Wisconsin
920-451-2367
carrie.arenz@sheboyganwi.gov
(She/Her/Hers)

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.

EXHIBIT

P

exhibitsickler.com

From: Hilty, Maya <MHilty@sheboygan.gannett.com>
Sent: Monday, September 12, 2022 2:22 PM
To: Wolf, Todd <Todd.Wolf@sheboyganwi.gov>
Subject: Sheboygan Press interview request

Hi Administrator Wolf,

This is Maya with the Press. I'm writing a story about city of Sheboygan director Chad Pelishek saying a racial slur in a meeting a few weeks ago and how the city responded.

I would like to ask you about Chad Pelishek's roles and responsibilities in the city and how the city responded to this incident.

Are you available to connect for 20 minutes sometime this afternoon or tomorrow?

Regards,

Maya Hilty

Reporter | USA Today Network

Phone: 920-400-7485

Twitter: @maya_hilty

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient,

EXHIBIT

Q

exhibitsidler.com

From: Wolf
Sent: Thursday, September 15, 2022 12:06 PM
To: 'Hilty, Maya'
Cc: Sorenson, Ryan
Subject: RE: Sheboygan Press interview request

Maya

I understand that you also reached out to the Mayor.

Would 3:00 or 4:00pm on Tuesday work for you to meet with both of us on the DEIB of the city?

Thanks

Todd Wolf
City Administrator
City of Sheboygan
(920) 459-3315 work
(920) 226-1698 cell

Todd.Wolf@sheboyganwi.gov
www.sheboyganwi.gov
(He/Him/His)



From: Hilty, Maya <MHilty@sheboygan.gannett.com>
Sent: Thursday, September 15, 2022 9:09 AM
To: Wolf, Todd <Todd.Wolf@sheboyganwi.gov>
Subject: Re: Sheboygan Press interview request

Hi Todd,

Thank you for the note. I believe meeting on Tuesday should work for me. What time works for you?

I will have my questions ready to send over by this afternoon or tomorrow morning.

Best,
Maya Hilty
Reporter | USA Today Network
Phone: 920-400-7485
Twitter: @maya_hilty



EXHIBIT

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exhibitster.com

Sheboygan Press.

POLITICS

Sheboygan leader uses racist slur in meeting, then city administrator's response raises more concerns



Maya Hilty

Sheboygan Press

Published 5:00 a.m. CT Oct. 10, 2022 | Updated 1:34 p.m. CT Oct. 10, 2022

SHEBOYGAN - A city director's use of an offensive term for Black people and the way the Sheboygan administrator responded have exacerbated what residents say are persistent equity issues at City Hall.

Chad Pelishek, Sheboygan's director of Planning and Development, said the N-word during an internal meeting of department heads in August.

Pelishek said the slur while quoting a resident's comment from a neighborhood meeting. He used the offensive word as an example of a racist incident brought to his attention and asked other department heads how the city can help address racial issues at the neighborhood level, City Administrator Todd Wolf said.

Wolf was concerned not that a white department head repeated the racist term but that other staff members told people outside the meeting about the incident.

"(Pelishek) thought he was in a safe space — and obviously one person let that out to their friends group," Wolf said. He said he was "disappointed" in a director who "let the information out."

Wolf added, "I don't want to see this employee (Pelishek) have a big tarnish on them for something that's not fair."

Wolf's reaction to the use of the offensive word in a city meeting has created concerns of its own.

"(Pelishek's) misstep is one thing," said Ale Guevara, a Sheboygan resident who said community members already have been concerned about equity and inclusion issues in city

government. "But their (city leaders') inability to deal with it reflects the deeper underlying issues that are happening.

"We don't believe in retribution. This is not about 'How is Mr. Pelishek going to be punished?'" Guevara said. "This is about, when are they going to do something to correct this, instead of hiding it? When are they going to do something about the toxicity in the city?"

As city administrator, Wolf is the primary person to address complaints about staff conduct because Sheboygan has no human resources director, said city council member Trey Mitchell, chairman of the Finance and Personnel Committee.

The human resources position has been vacant since former director Vicky Schneider resigned in June after suing the city, alleging Wolf retaliated against her for opposing sexual harassment of a female city employee, according to her complaint filed with the state Department of Workforce Development.

As of Friday, the state agency had not responded to a question of whether Schneider's case remains open.

Pelishek referred a reporter to the mayor and city administrator for comment.

As director of Planning and Development, Pelishek works with developers and local businesses, oversees code enforcement and community development block grant funding, attends city meetings and helps with programming, Wolf said.

Pelishek has been the department director since 2010, according to his LinkedIn profile.

Pelishek — whom Wolf called the "poster boy" of "other duties as assigned" — is also sustainability coordinator and sits on multiple boards and commissions, serving as chairman of the Sustainable Task Force and Sheboygan Area Room Tax Commission. He developed the city's first strategic plan and is chairman of the current revision of the plan, Wolf said.

Director to peers: 'I am sorry if you were offended'

In the August department head meeting, no one spoke up after Pelishek repeated the slur, Wolf said.

The vast majority of department heads are white. At least one is Black.

After the meeting, Wolf emailed department heads apologizing for not immediately correcting a "misstep from a team member" but said the statement with the slur was not

intended to be offensive. His email did not mention Pelishek by name.

In an interview with the Sheboygan Press, Wolf wavered on whether Pelishek using the slur was acceptable given the context.

"He did use the phrase, not with the intent to hurt or harm anyone, but with the intent to help others understand," Wolf said. "You start going, well, what's the N-word? What's the R-word? ... It's like, how do you get people to understand what you're talking about that's not acceptable (to say)?"

Wolf later said, "Racial slurs, my team already knows that's not acceptable, even in the context of educating and communicating."

Pelishek emailed a brief apology to department heads the morning after saying the slur.

"I regret saying [sic] full N word out loud and if I offended anyone it was not intended to be directed that way. I am sorry if you were offended," he wrote.

Pelishek's apology and Wolf's response both fell short, Guevara said.

"I'm sorry if you felt offended?' No, 'I'm sorry if I offended you. I need to learn,'" she said. "And nobody checks his response to make sure he's doing it the right way? To me, that's negligence. So it goes beyond the misstep."

City leaders should show not only that they are sorry, but that they are willing to do something about it, Guevara said.

"Show us that you really care," she said. "They need to start protecting the people they are working with and the people they are working for. Because really, their bosses are the community members. Many voices are still not heard, and we don't see change."

Mayor Ryan Sorenson, who was not at the meeting in which Pelishek said the slur, said he cannot speak on personnel issues when asked if Pelishek was reprimanded, and is "not primarily responsible for human resources-type issues like this."

The incident was "a learning opportunity, not only for (Pelishek), but for everyone else," Sorenson said. "I think this is a reflection of how we can do better and how we can raise the bar for our team and understand what is appropriate and what's not appropriate in these conversations."

More: WNBPA to NBA, WNBA commissioners on Robert Sarver: It is never too late to do the right thing

Expert: Why this slur, said by a white person, hurts no matter the context

Whether retelling a story or not, it is not OK for white people to say the N-word, which was derived from the Latin word for the color black and turned into a derogatory term for enslaved people, said Leslie Laster, Director for Diversity, Accessibility and Support Services at Moraine Park Technical College.

“Some Black people, not all, use the word and have reclaimed it,” Laster said. “All Black people don’t agree with that, but some do, and it was just a way to say, ‘You can’t hurt me with this word anymore.’”

“Everyone knows what the word is, and it is just as easy to say ‘the N-word,’” she said. “It comes down to education and empathy.”

Someone should have addressed it immediately in the meeting and later checked in on everyone in the meeting, Laster said.

“You also can’t assume that that word isn’t going to offend people, even if everyone in the room were white — you know, because of who they love, who they’re associated with, who their friends are,” she said.

“That doesn’t create a safe meeting. That creates a meeting for certain people to say certain things, and that’s not how you create psychological safety in the workplace.”

Administrator focuses on the leak, not the slur

The day Pelishek used the racist word, Wolf told department heads not to talk about "departmental interactions" with other people.

"Please remember that our Department head meetings are to help us learn together, but only topics are to be shared with your departments," he wrote in an email. "The departmental interactions and discussions are part of the safe space that we all need. Please feel free to contact me to discuss further to help clarify and show support. Thanks for your continued support in making the City a great place of belonging."

Within the next few days, Wolf hired a diversity, equity and inclusion consultant to facilitate an "emergency meeting" with department heads, he said.

Sorenson said the meeting with the DEI consultant was to reaffirm the city's commitment to diversity, equity and inclusion work going forward.

"It was to say this was a situation that was not correct, and set the expectation for the senior leadership team of how we move forward and get better from it," Sorenson said.

Wolf said his concern was that a staff member talked about the incident outside of the department head meeting.

"People knew there was a breach of trust, and I just wanted them to understand that moving forward, we still want (department meetings) to be a space of trust," he said in response to a question about what the meeting with the DEI consultant addressed.

"Part of DEI is ... the understanding that we can and should be able to make a mistake but have a safe enough space that we can support each other through it," he said.

"We didn't know that some information was out until I talked with you, and it's like, the mayor and I were beside ourselves," Wolf told a reporter.

Wolf said he reached out to staff members, including a department head who is Black, "apologizing, things like that, saying, 'Hey, I hope you understand. I just don't want to see this blow up anymore.'"

City leaders are not trying to hide what happened but are concerned that Pelishek's comment is being taken out of context, Wolf said.

"Depending on how the (newspaper article) is written, we're going to reprimand further a good employee, and we're going to end up trashing another employee who obviously let the comment out," he said. "That employee is going to have problems because let's just face it, people are not going to trust the safe space anymore."

All city directors contacted by the Sheboygan Press declined to comment or referred a reporter to the mayor and city administrator for comment.

More: Post-2020, Sheboygan County businesses strengthen their commitments to diversity, equity and inclusion

More: Most of Sheboygan's city council members are new in the past three years. Here's a look at age, gender and racial diversity on the council.

Diversity and inclusion are priorities, city leaders say

Better serving Sheboygan's increasingly diverse community is something Sorenson campaigned on as mayor last year, he said.

Wolf also said promoting diversity, equity and inclusion is a focus for Sheboygan leaders.

About one in three people in Sheboygan (31%) is Latino, Asian, multiracial or Black, including about 1,630 city residents who identify as Black or African American and an additional 3,950 residents who are multiracial, according to the 2020 U.S. Census.

In the past two years, the city has done a lot to promote diversity and inclusion — or ensure that people of different backgrounds are treated fairly and feel comfortable and valued — while that was not a focus in the past, Sorenson and Wolf said.

Last year, the city required all employees to attend a DEI workshop about creating authentic relationships in the workplace and initiated mandatory annual trainings for all employees that include anti-harassment training. Managers also participated in a virtual training about othering and belonging, Sorenson said.

This year, the city implemented leadership trainings for 40 managers and supervisors that include topics such as inclusive leadership. The city has also offered optional trainings related to queer identities, disabilities and other topics, and is consulting with UW-Green Bay for further training opportunities, Sorenson said.

Since 2021, the city has also implemented a language line for all city services, updated the wording in job postings to reach a broader audience and initiated a DEI assessment of internal policies.

The city is incorporating diversity, equity and inclusion concepts into Sheboygan's strategic plan, integrating DEI language into the employee handbook and annual reviews, and updating pronoun language in the municipal code, Sorenson said.

"The big point I want to hammer home is we still have a ton more work to do," he said.

"We have a lot more work to do internally, setting the standard higher not only for our senior leadership team, where the bar needs to be the highest it can be, but also for all 400-plus city staff, to make sure that we're providing equitable, responsible resources to the citizens of Sheboygan," Sorenson said.

“(Diversity and inclusion) is everybody’s responsibility. It’s woven within a lot of the work that we do.”

Reach Maya Hilty at 920-400-7485 or MHilty@sheboygan.gannett.com. Follow her on Twitter at @maya_hilty.

11/16/22 4:58 PM

Re: Feedback for the Common Council

Reply all | Delete | Junk |

Re: Feedback for the Common Council



Alderperson Barbara Felde

Link ID: 17 8:58 PM

Brenda RichterKessing <brenda@rkihomes.com> · Sorenson, Ryan, Alderperson Barb F

Reply all |

curb, ma

Dear Ms RichterKessing,

Thank you for your input. The Council is working to address necessary concerns.

- Barb Felde
- Alderperson District 1
- Common Council President
- Chairperson License Hearing & Public Safety Committee
- Chairperson Board of License Examiners
- Finance & Personnel Committee Member
- Senior Services Commission Member
- Transit Commission Member

From: Brenda RichterKessing <brenda@rkihomes.com>
 Sent: Sunday, October 16, 2022 9:30 PM
 To: Alderperson Amanda Salazar
 Cc: Sorenson, Ryan; Alderperson Roberta Filicky-Pencak; Alderperson Barbara Felde
 Subject: Feedback for the Common Council

Good Evening Amanda:

I live in the district that you represent. So first, thank you for all that you do to support our community. It isn't always easy, but it is appreciated.

It is my understanding that Mayor Sorenson has requested feedback from the community prior to Monday's council meeting regarding the recent article that has appeared in the Sheboygan Press. I must say after reading the article, I was incredibly disappointed in the leadership of our city and how they have handled and are continuing to handle issues outlined in the article by Maya Hilty including unaddressed racial slurs in leadership meetings, retaliating against employees including the former HR Director for opposing sexual harassment of a female employee...and much more that has not come out yet. The quotes from the City Administrator, Todd Wolf, were

<https://www.ci.sheboygan.wi.us/press/projection.aspx>

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Closed session 10-17-22 called to order at 7:06 p.m.

Alders present: Felde, Ackley, Salazar, Perrella, Filicky-Peneski, Rust Dekker, Mitchell, Heidemann, Ramey – 10.

Present: Mayor Ryan Sorenson, City Attorney Chuck Adams, and City Clerk Meredith DeBruin

Council President and Vice President in City Hall on Thursday and Friday of previous week talking to employees and Mayor and City Administrator.

Council presented timeline of events. Discussion on why the City has an Administrator. Review of Municipal Code with regards to duties of City Administrator.

Discussed options:

Reprimand – public vs private

Direct to get training and/or mentor

Performance Improvement plan

There was not a sense if there should be a public reprimand (not in agreement).

Sense of council that the following should happen:

1. Mayor should talk to Todd and tell him he is responsible for any reprimands associated with Chad.
2. Mayor should talk to Chad that Todd is his boss and the council will not be acting on anything regarding Chad (they only oversee Todd).
3. Direct City Attorney office to draft Resolution that Todd should not participate in the hiring of the HR Director (all ayes, Mitchell indifferent) – with this to be submitted next Monday.
4. Direct Todd officially not to participate in any more PR

Adjourn at 9:15 p.m. in closed session Rust/Dekker

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Special Council 10/24/2022

- 7. R. C. No. 117-22-23 by Committee of the Whole to whom was referred Res. No. 79-22-23 by Alderpersons Felde and Filicky-Peneski establishing the 2023 Budget appropriations and the 2022 Tax Levy for use during the calendar year; recommends adopting the Resolution.

CLOSED SESSION

~~MOTION TO CONVENE IN CLOSED SESSION~~ under the exemption provided in sec. 19.85(f), Wis. Stats. for preliminary consideration of specific personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in such problems or investigations.

ADJOURN MEETING

- 9. 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*



Called to order at 6:08 p.m.

Present:

Mayor Ryan Sorenson, Asst City Attorney Liz, City Clerk Meredith DeBruin and 10 Alders (Felde, Filicky-Peneski, Salazar, Ackley, Ramey, Dekker, Perrella, Rust, Mitchell, Heidemann).

Several job descriptions from the City Administrators position were distributed (one updated in 2020 removed Council and Mayor from some wording – did not have council approval).

Council address 3 things –

- 1- What is correct job description?
- 2- Performance review (not related to current situation – just needs to be completed)
- 3- Performance Improvement plan for City Administrator

Questions to be addressed:

Who is decider of action taken if Todd presses back?

See if comments re: Library was in Todd's file?

Review contract with Alonzo to see if report was to be given/taken.

Reviewed that if disciplinary action is not public – need to have common message.

Review retaliation policy from the City Handbook.

Assistant City Attorney Liz took notes regarding the description of the events and questions to ask Todd for his part of the performance review.

Adjourn at 8:42 p.m.

Sheboygan Press.

LOCAL

'People are angry': Sheboygan residents, elected officials respond to city administrator's handling of director repeating a racial slur



Maya Hilty
Sheboygan Press

Published 5:07 a.m. CT Oct. 26, 2022

SHEBOYGAN - Sheboygan is in the midst of "a public and employee relations nightmare," city council person Betty Ackley said at the city council meeting last week.

That's after a city director repeated a racial slur in an internal meeting and the Sheboygan Press reported on the city's response to concerns from other staff.

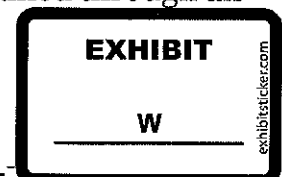
The city council discussed personnel issues in closed session on Monday and last week.

Mayor Ryan Sorenson assured a crowded room at a council meeting last week that elected officials are listening to residents' concerns, while the council voiced support for equity and government transparency.

The council also drafted a resolution limiting City Administrator Todd Wolf's responsibilities, and instead giving Sorenson full responsibility for talking to the media as well as putting the process for hiring a director of Human Resources firmly in the hands of the mayor and council leadership.

The council "wishes to have the Mayor and the City Administrator focus on areas of strength," the proposed resolution states.

Wolf is no longer talking to the Sheboygan Press, according to a preliminary understanding with council leadership, he wrote in an email to city council leadership obtained through an open records request.



In emails to city council members obtained by the Sheboygan Press, some residents called for a public apology from the city director who repeated the racial slur and a budget that prioritizes work in diversity, equity and inclusion, such as long-term work with a DEI professional.

Some residents asked council members to reevaluate City Director Chad Pelishek's and Wolf's fitness for their positions. Residents also emphasized the importance of hiring a Human Resources director and suggested investigating sexual harassment and workplace retaliation in the city.

Sheboygan has not had an active Human Resources director since November 2021, when the former director took leave after hiring an attorney to protect herself against workplace retaliation, she wrote in her resignation letter months later.

Sheboygan has been trying to hire a Human Resources director since the former director resigned in June. One applicant offered the position rejected the city's offer this fall. The city administrator has since hired an outside firm to assist with hiring for the position.

More: Sheboygan council approves \$15 minimum wage for city employees, but it may not apply to library workers. Here's what to know.

Here's the context in which a city director said a racial slur and how the city administrator responded.

After a city employee and neighborhood liaison noticed a few uncomfortable and racist incidents while attending neighborhood association meetings, including a resident saying the N-word, she asked her supervisor how to address those situations if they happen again, according to emails obtained by the Sheboygan Press.

Her supervisor, Pelishek, Sheboygan's director of planning and development, asked other city staff for guidance at an August meeting of department heads. Pelishek said the N-word while saying that a resident had said the slur at a neighborhood meeting as he asked fellow staff how the city can help address such situations.

After other city staff raised concerns, Pelishek emailed an apology to department heads. Some residents say the apology missed the mark in failing to acknowledge the harm done.

"I regret saying [sic] full N word out loud and if I offended anyone it was not intended to be directed that way. I am sorry if you were offended," Pelishek wrote.

Wolf then hired a diversity, equity and inclusion consultant to facilitate a conversation about the incident with department heads.

Wolf was concerned not that a city leader repeated the racial slur but that city staff told people outside the meeting about the incident, saying a director who “let the information out” had breached trust.

Wolf admonishes city council for 'lack of support' in an email

After the Sheboygan Press reported on the city’s response to Pelishek repeating a racial slur, City Council President Barbara Felde emailed all city employees reminding them of the city’s Employee Assistance Program and a method to confidentially report suspected violations of the city’s code of conduct or policies.

“While we are taking the necessary steps to address concerns, we want to extend our support to our public servants and constituents,” Felde wrote. “Please know your Common Council is on standby for support.”

The following day, Wolf emailed city council leadership, including Felde, Council Vice President Roberta Filicky-Peneski and Sorenson, saying the council has failed to support city employees.

“I have dozens of employees crying, upset and ready to quit in the lack of support from the Council in this issue and many others in the last two plus years. This includes myself for the continued harassment,” Wolf wrote.

“The only support and change that the employees have said, that has been positive for the city and them has been the hiring of me into this position,” Wolf wrote. “(Alders) do not ask the people for the facts and clarification. Now is a time for the City Leadership to stand for the team that provides the service that you represent.

“The team is even scared to talk to anyone, as this is not a safe place anymore. They know more from the outside than many know from the right people in Council leadership positions.”

Wolf previously said he was “disappointed” in a city director who told a city council member, according to emails obtained by the Sheboygan Press, that Pelishek said the racial slur in an internal meeting.

More: Sheboygan County deputy faced firing after investigation that opened soon after he announced run for sheriff. Here's what we know.

More: Plymouth settles lawsuit of former city administrator Jordan Skiff, who was fired 9 months into the job

City council proposes limiting city administrator's responsibilities

A city council resolution proposed Monday "clarifying" the duties of the city administrator would effectively limit Wolf's responsibilities.

Although the city administrator is employed by the council and in charge of implementing council policies on a day-to-day basis, "the various roles of the City Administrator and the Mayor have evolved, often without much involving from the Common Council," the resolution states.

"The City Administrator has strong skills in project management, and the Common Council wishes to have him focus more time in this area of strength," it reads. "One way to do that is to direct the City Administrator to have the Mayor handle media relations and communication."

According to city ordinance, the director of Human Resources and Labor Relations is appointed by the council based on the recommendation from the city administrator and mayor.

Under the proposed resolution, the appointment would instead be "primarily directed by the Mayor and council leadership."

"Having that position filled by a strong candidate is one of the Common Council's highest priorities," the resolution reads.

The resolution will go to the Finance and Personnel Committee before returning to the full council for approval.

Sheboygan leaders and residents respond to concerns about city leadership and equity

At last week's council meeting, Mayor Sorenson said equity work needs to be a "fundamental component" of city operations.

"We have a lot of progress that we have made over the last couple of months, but we still have a long way to go," Sorenson said.

"I want to reassure people that the city is not a safe space for racism and racial tropes and it can never be," he said. "We have a lot of work ahead of us, I know we can do better and we will do better."

The city council passed a resolution reaffirming the council's commitment to diversity, equity, inclusion and belonging.

The council "believes that our leaders and staff need to be held to a high standard on matters of equity," "understands that leaders shall offer no excuses for offensive behavior," and "understands that leaders need to operate in full transparency and accountability," the resolution states.

Sorenson said elected officials have heard from a lot constituents on how the city can improve.

"From the calls, emails and in-person conversations with residents that I have had recently about this issue, people are angry," Ackley said. "I do not believe that (Pelishek's) communication was becoming of someone representative of the city's public face and leadership. I feel like all of us should be holding ourselves to a higher standard. We must be mindful of our words, even when quoting others.

"It is time to implement actionable change, it is not time to provide lip service," Ackley said.

Russ Otten, a Sheboygan resident and chairman of the Republican Party of Sheboygan County, said during public comment at last week's city council meeting that "it's very sad for our community that the Sheboygan Press decided to sensationalize (this situation)."

"Every one of you council members knows that what was stated by Chad Pelishek was not stated by him but a repetition of what was stated by someone else. Yet, not one of you had the guts to defend him," Otten said.

"Diversity is hugely important ... but diversity should be more than (race or gender). Diversity should be about diversity of thought," he said. "When we only have one thought, and everyone has to fall in line or be ostracized, we have a problem."

Other people in public comment and emails to city council members obtained by the Sheboygan Press called for more action by the council.

“Leadership requires the willingness to learn, the ability to model and the capacity to own one’s missteps,” said Jamie Haack, a resident and professional of diversity and inclusion work. “I urge the common council to seriously evaluate placements of Mr. Pelishek and Mr. Wolf and their current and future abilities to serve in their roles with the knowledge, transparency and values of equity and respect that are so needed in their positions.”

Brenda Richterkessing, another resident who has worked as a human resources director and taught educational seminars about sexual harassment and workplace retaliation, said in an email to the city council that, based off reporting on Wolf’s response, Wolf “is handling this in the exact opposite way than he should.”

“He sounds like someone that may be in over his head in terms of his ability to manage the leadership needed in our city,” Richterkessing wrote. “With no (Human Resources) director ... ironically because she is also suing the city for workplace retaliation ... this is a very dangerous crisis of leadership for our city.”

Reach Maya Hilty at 920-400-7485 or MHilty@sheboygan.gannett.com. Follow her on Twitter at @maya_hilty.

milwaukee journal sentinel

EXHIBIT

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LOCAL

Former Sheboygan human resources director alleges she was retaliated against for opposing sexual harassment in the workplace



Maya Hilty
Sheboygan Press

Published 5:28 a.m. CT Oct. 27, 2022

SHEBOYGAN - In February, Sheboygan's then human resources director filed a complaint with the state alleging the city administrator organized "hostility" against her in retaliation for her opposing sexual harassment of another city employee.

As of earlier this month, the case was still under investigation by Wisconsin's Equal Rights Division, according to the Department of Workforce Development.

"Since this is an ongoing investigation, I am not allowed to discuss anything further regarding this topic," Mayor Ryan Sorenson said in a statement. "I take this situation very seriously."

City Administrator Todd Wolf did not respond to a request for comment.

More: 'People are angry': Sheboygan residents, elected officials respond to city administrator's handling of director repeating a racial slur

More: Sheboygan council approves \$15 minimum wage for city employees, but it may not apply to library workers. Here's what to know.

Former director alleges city administrator 'steadily ostracized' her

In February 2021, a police officer with the Sheboygan Police Department told the city's director of Human Resources and Labor Relations, Vicky Schneider, that she was being

Case 2:23-cv-00149-LA Filed 02/06/23 Page 1 of 4 Document 1-24

<https://www.jsonline.com/story/news/local/2022/10/27/former-sheboygan-hr-director-alleges-retaliated-against-opposing-sex-harassment/68574571007/>

sexually harassed and discriminated against by male officers and supervisors in the department, according to the female police officer's complaint filed with the state Department of Workforce Development.

"The extent of the allegations and the personnel involved in them was not fully known" by Schneider until late July 2021, she wrote in her own complaint filed with the state.

"Between this time in late July 2021 and through September 2021, I expressed serious concerns regarding and openly questioned the sufficiency of the respondent's remedial efforts to address the sexual harassment and other inappropriate sexual behavior involving City employees," Schneider wrote.

In her complaint, Schneider said Wolf told her not to let the situation "taint" her.

"Thereafter, I have seen my role marginalized and have been steadily ostracized by the city administrator," she wrote. "He has instructed members of my own staff to spy on me and report anything that could advance his obvious plan to set me up for failure," she alleged.

Schneider alleges Wolf excluded her from meetings and that he "worked to undermine my authority by implying that I was not qualified, I was struggling, or any number of insinuations," she wrote in her resignation letter addressed to the city council, Wolf and Sorenson in May.

In early November 2021, Schneider hired an attorney to protect herself against what she alleged was workplace retaliation, which "escalated significantly over the months of September, October, and into November, such that it negatively affected my physical and mental health," she wrote in her resignation letter.

She alleges city leadership was "well aware" of her experience, including that Sorenson said she had a "target" on her back from the city administrator.

As a result of the alleged retaliation, Schneider took medical leave at the end of November until it was exhausted toward the end of March 2022.

"As no significant change was offered or implemented to allow me to return to work safely over the past six months, I find that I must resign my position," she wrote.

"I want each of you to know that I truly enjoyed my work for the City of Sheboygan, and am sad that it is ending in this manner. It was a privilege to serve the community in which I raised my children and continue to enjoy its many services, parks, and natural beauty."

According to Schneider's attorney, Peter Fox, an initial determination of whether retaliation occurred had not yet been made in her case as of earlier this month.

More: Sheboygan County deputy faced firing after investigation that opened soon after he announced run for sheriff. Here's what we know.

Here's Sheboygan's policy on responding to allegations of sexual harassment

According to Sheboygan's employee handbook, any complaints of harassment should be referred from a supervisor to the department head and human resources director.

"We investigate all allegations brought to our attention," Sorenson said.

Under the direction of the human resources director, an investigation will ensure that all facts are reviewed and documented and appropriate disciplinary action is taken, if warranted.

Any employee found to have violated the harassment policy will be subject to disciplinary action, up to and including firing, and corrective action must be taken if the investigation determines other city employees are affected by or participated in the harassment.

The city "forbids retaliation" against anyone who reports or assists in the investigation of an alleged harassment complaint, and anyone who retaliates is subject to appropriate disciplinary action up to and including firing, according to the policy.

Reach Maya Hilty at 920-400-7485 or MHilty@sheboygan.gannett.com. Follow her on Twitter at @maya_hilty.

From: ML Donohue <mldonohue@live.com>
Sent: Friday, October 28, 2022 10:47 AM
To: Alderperson Barbara Felde; Roberta.Filicky-Peneski@sheboyganwi.gov; amanda.salazar@sheboyganwi.gov; betty.ackley@sheboyganwi.gov; Angela.Ramey@sheboyganwi.gov; dean.dekker@sheboyganwi.gov; grazia.perrella@sheboyganwi.gov; zach.rust@sheboyganwi.gov; trey.mitchell@sheboyganwi.gov; joe.heidemann@sheboyganwi.gov
Cc: Mayor Ryan Sorenson; Maeve Quinn; Kyle Whelton; Kristin Stearns; Noah Bartelt; Rebecca Clarke; tricia.erpelding@gmail.com; Melissa Prentice; Laster, Santino; Nancy Maring; abbyeblockcnp@gmail.com; Amanda Salazar; ryan.sorenson@sheboyganwi.gov; Dominique Lee
Subject: Diversity, Equity and Inclusion Issues in the city
Attachments: SJE RFP (2).docx

Dear alders:

I am the chair of the Sheboygan Justice Equity group that previously submitted a draft Request for Proposal to city leadership that aims to research, identify, and strategize on a process to bring a diverse, equitable and inclusive structure to city government.

As the Human Resources department could not engage, at the time, in a review of the RFP proposal, the proposal has not advanced. However, with a renewed interest in hiring an HR department head, this would be an excellent opportunity for the job search/interview process to include consideration of this proposal.

The RFP was drafted some months ago. While all of the included information may not be precisely up to date, the basic outline, with associated goals and processes, is still extremely timely.

I would ask that you review the document, and get back to me with any questions or observations you may have.

Thank you for your consideration.

Mary Lynne

Mary Lynne Donohue

██████████-1027



From: Wolf
Sent: Monday, November 07, 2022 2:59 PM
To: Alderperson Amanda Salazar; Alderperson Angela Ramey; Alderperson Barbara Felde; Alderperson Betty Ackley; Alderperson Dean Dekker; Alderperson Grazia Perrella; Alderperson Joe Heidemann; Alderperson Roberta Filicky-Peneski; Alderperson Trey Mitchell; Alderperson Zach Rust
Subject: Confidential: Extremely Urgent Notice and information report to Sheboygan Common Council.
Attachments: Todd Wolf July 2020 through November 2022 Accomplishments.pdf; Confidential Report and Letter to Common Council_CA WOLF_11-7-22.pdf

Dear Members of the Sheboygan Common Council,

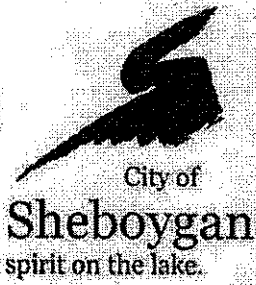
Please read the attached communication from me today prior to Council meeting tonight.

Thank you so kindly for your time and consideration of this communication.

Todd Wolf
City Administrator
City of Sheboygan
(920) 459-3315 work
(920) 226-1698 cell

Todd.Wolf@sheboyganwi.gov
www.sheboyganwi.gov
(He/Him/His)





November 7, 2022

Mr. Todd Wolf
Columbus Avenue
Sheboygan, WI 53081

Dear Administrator Wolf,

I am writing at the instruction of the Common Council. As you are aware, the Common Council voted to place you on immediate, paid administrative leave pending an investigation into your conduct. You are expected to cooperate with the investigation.

Henceforth, you are not authorized to speak with any city employees or individuals conducting city business. This prohibition applies to all means of communication. You are not authorized to speak to the media about City matters. You are not allowed within all City facilities except upon invitation by council leadership, Mayor Sorenson or the City Attorney. You may not access City emails or computer systems. Failure to abide these restrictions will be deemed insubordination and may subject you to discipline. If you would like to retrieve any of your belongings, please contact Attorney Adams to coordinate that.

Mayor Sorenson, council leadership or the City Attorney's office may contact you in the near future regarding the investigation and related issues. Please make yourself available for those discussions.

Sincerely,

Charles Adams
CITY ATTORNEY

CCA/mmf

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

cc: Mayor Ryan Sorenson
Council President Barb Felde

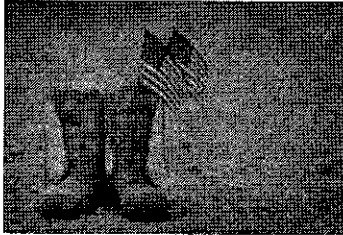
GOPY

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Jen DeMaster

From: russ otten <ottenruss@rea an.com>
Sent: Monday, November 28, 2022 2:00 PM
Subject: N W A : ity Administrator to Address P caucus



R M r d r
will speak at our caucus tonight

City Administrator, Todd Wolf

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D r r rd r D
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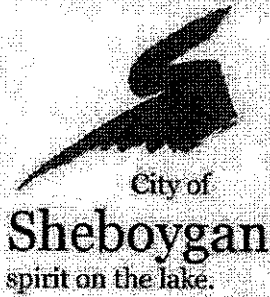
Tonight will be an opportunity to hear from Todd directly!

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November 28, 2022

Mr. Todd Wolf
[Redacted] Avenue
Sheboygan, WI 53081

Dear Administrator Wolf,

On November 7, 2022, the Common Council directed me to send you a letter, a copy of which is attached, explaining that "you are not authorized to speak with any city employees or individuals conducting city business. This prohibition applies to all means of communication." You were further advised not "to speak to the media about City matters." That letter was sent to you as an employee subject to the direction of the Sheboygan Common Council.

I have been requested to remind you that if you choose to ignore or otherwise fail to abide by the restrictions set forth in that letter, your actions will be deemed to constitute insubordination and may subject you to discipline. Please be mindful of these restrictions and the possible ramifications as you consider your speaking engagement tonight at the Republican Party of Sheboygan County's annual caucus meeting, as well as any other public event where the media and/or those doing business with the City will be present.

Please direct any questions or concerns regarding this letter to your attorney.

Sincerely,

Charles Adams
CITY ATTORNEY

CCA/mmj

Enclosure

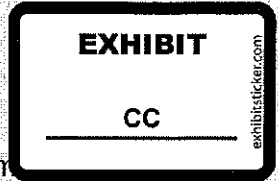
cc: Barb Felde, Council President
Roberta Filicky-Peneski, Council Vice President
Attorney Jennifer DeMaster

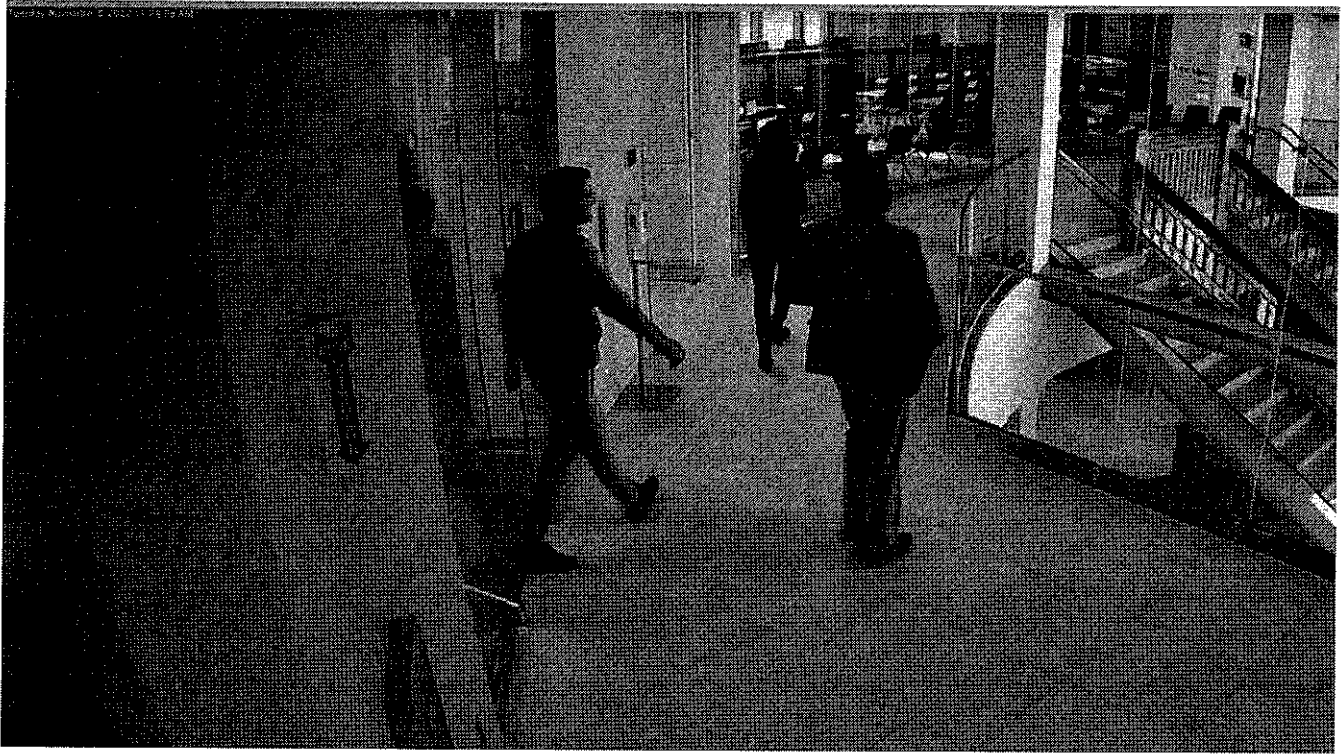
CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

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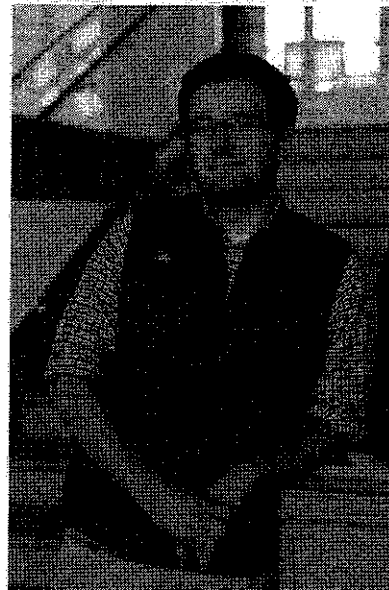
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"It's very watered down and so we don't necessarily have an advocate that is fully aware of all the city issues that we have," Sorenson said. "Anecdotally, I think people feel more deflated because they're like, 'Well it's gerrymandered, so what are we going to do anyway?'"

Gerrymandering refers to the centuries-old practice of lawmakers redrawing legislative boundaries after each U.S. Census to advantage themselves and their own party and disadvantage the other side. Both Republicans and Democrats do it, although some states have assigned the task of mapmaking to nonpartisan commissions.

After the 2011 redistricting, in which Republicans controlled the Legislature and governor's office, the Wisconsin Assembly maps became the most skewed toward Republicans in the country over the next five



From: Hilty, Maya <MHilty@sheboygan.gannett.com>
Sent: Friday, December 02, 2022 10:28 AM
To: Jen DeMaster
Cc: Reid, Brandon; Treinen, Mark
Subject: Re: Sheboygan Press records request
Attachments: Press request Todd emails to council Nov 7.zip

Hi Attorney DeMaster,

I am forwarding the email response to my public records request instead of screenshotting it.

Best,

Maya Hilty

Reporter | USA Today Network

Phone: 920-400-7485

Twitter: @maya_hilty

From: DeBruin, Meredith <Meredith.DeBruin@sheboyganwi.gov>
Sent: Wednesday, November 9, 2022 11:11 AM
To: Hilty, Maya <MHilty@sheboygan.gannett.com>
Subject: FW: Sheboygan Press records request

Good morning Maya,

Please see attached.

Have a good day and thank you!
Meredith

Meredith DeBruin

City Clerk

City of Sheboygan

828 Center Ave

Sheboygan, WI 53081

(920) 459-3364

meredith.debruin@sheboyganwi.gov



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you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.

Re: Sheboygan Press records request



Hilty, Maya <MHilty@sheboyganpress.com>
To: Jan DeWilde
Cc: Heidi Bauder, Mark, Mark

Reply Reply All Forward ...
11/02/2022 10:23 AM

If there are problems with how this message is displayed, click here to view it in a web browser.
Print messages from this email in color! Nov 2, 2022

Best,
Maya Hilty
Reporter | USA Today Network
Phone: 920-400-7485
Twitter: @maya_hilty

From: DeBruin, Meredith <Meredith.DeBruin@sheboyganpress.com>
Sent: Wednesday, November 9, 2022 11:11 AM
To: Hilty, Maya <MHilty@sheboyganpress.com>
Subject: Re: Sheboygan Press records request

Good morning Maya,

Please see attached:

Have a good day and thank you!
Meredith

Meredith DeBruin
City Clerk
City of Sheboygan
802 Cass St.
Sheboygan, WI 53081
(920) 572-3324
meredith.debruin@sheboyganpress.com

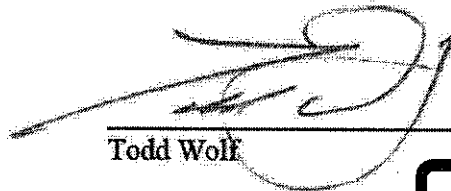


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Personnel Records Release Authorization

I, Todd Wolf, residing at █████ Columbus Ave, Sheboygan, Wisconsin, 53081, pursuant to Wis. Stat. § 103.13, hereby authorize City of Sheboygan to disclose all of my employee records including but not limited to, my full and complete, unedited personnel file, medical records, documents concerning compensation, attendance, termination, discipline, transfer, promotion, any and all records that concern allegations or personnel matters involving me, documents and records discussed related to me in Common Council closed sessions as well as all documents or information created or maintained by outside counsel retained by the City to represent me and who met with me, and any or all other records encompassed by the statute to Jennifer DeMaster, Attorney at Law, 361 Falls Rd #610, Grafton, WI 53024, via PDF, copy or email to attorney@jenniferdemaster.com. This request includes all documents created, maintained, or utilized for making decisions regarding my employment including but not limited to, all documents maintained pursuant to Wis. Stat. § 104.09 and any handwritten or typed notes or oral statements taken in Common Council closed session regarding my employment, my performance, or any other matters related to my employment with the City of Sheboygan as City Administrator. I also hereby revoke all "confidential titling" and allow for any and all letters that I provided to members of the Common Council via email attachment related to my position and city affairs, including the email and attachments that I sent to all Council members on November 7, 2022 at approximately 3:00 PM.

Date: November 9, 2022



 Todd Wolf

EXHIBIT
 FF

 exhibitsticker.com

Attorney Jennifer DeMaster

From: Attorney Jennifer DeMaster
Sent: Wednesday, November 30, 2022 12:23 PM
To: DeBruin, Meredith; Adams, Charles
Subject: OPEN RECORDS REQUEST 11-30-22 (2) - PRIORITY

Pursuant to Wisconsin's Open Records laws, including but not limited to Wis. Stat. 19.356(2)(a)(1) and (b), and as I am the legal representative for Todd Wolf as pertaining to the City's investigation into Mr. Wolf as announced via motion on November 7, 2022, I am requesting the following records be given PRIORITY in submission to me:

1. Any and all letters in full from Mayor Ryan Sorenson to any City of Sheboygan employee between November 7, 2022 - November 30, 2022 that describe, discuss, or explain the investigation into Todd Wolf including the identity of the investigator, topics and interviews to be covered, and subjects involved within this investigation.
2. All open records requests and the City's responsive submissions from Maya Hilty to the City of Sheboygan related to Todd Wolf or any records from the City involving Todd Wolf between November 7, 2022 - November 30, 2022.

This request is made pursuant to my representation of Todd Wolf City Administrator. All responsive records to this request shall be kept confidential as related to, and during the course of, the City's investigation into Todd Wolf until the duration of said investigation unless the City otherwise provides any specifications related to the confidentiality of such responsive records.

Sincerely,

Jennifer Tavares DeMaster, Esq.

Attorney at Law: Specializing in Federal Litigation, Constitutional Law & Civil Defense

361 Falls Rd #610
 Grafton, WI 53024
 Email: attorney@jennifermaster.com
 Direct: 920.207.2071

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EXHIBIT

GG

exhibits@jennifermaster.com

Sheboygan's city administrator has earned over \$15K since being put on paid leave. His attorney alleges city leaders conspired against him.



Maya Hilty

Sheboygan Press

[View Comments](#)



SHEBOYGAN - Sheboygan City Administrator Todd Wolf is still on paid leave more than a month after the city council put him on administrative leave pending an investigation into his conduct.

City leaders have provided little information about the investigation, saying it is a personnel matter, and Mayor Ryan Sorenson said he does not know when the investigation is expected to finish.

Wolf's attorney, Jennifer DeMaster, said she is "unable to comment" on concerns voiced by residents about Wolf's response to personnel issues in the weeks before his suspension.

DeMaster instead alleges in a news release that Wolf was suspended after two members of a Sheboygan community group promoting diversity and inclusion targeted him, in collusion with city elected officials, because Wolf refused to give them money to hire diversity consultants for the city.

DeMaster and Wolf's accounts have some inconsistencies and factual inaccuracies.

EXHIBIT

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In a joint written statement, the two community members, Alexandra Guevara and Jamie Haack, said Wolf's allegations "are simply not true."

The statement says Guevara and Haack "at no point" asked for money — at a meeting Wolf set up with them — or worked with elected officials to "target" Wolf.

Some people rallied behind Wolf at a meeting of the Republican Party of Sheboygan County he attended in late November.

As the highest-paid city employee, Wolf earns about \$600 a day and has earned more than \$15,000 since being put on leave last month.

Here's what we know about Wolf's administrative leave and his allegations.

Wolf was put on leave as a result of concerns about his conduct, city leaders say

The city council voted 8-2 to put Wolf on leave "for the purpose of investigating allegations and concerns regarding his conduct," city council president Barb Felde said.

Mayor Sorenson declined to comment on what concerns prompted the investigation, citing the ongoing investigation.

The suspension came three weeks after some residents called Wolf's leadership into question — publicly and in emails to the council — following the Sheboygan Press reporting on Wolf's response to a city director repeating a racial slur in an internal meeting.

Some residents also raised concerns about Sheboygan's lack of a human resources director and allegations of sexual harassment and retaliation in the city.

The former human resources director resigned in June after filing a complaint with the state Equal Rights division alleging Wolf retaliated against her for opposing sexual harassment in the police department.

On Nov. 10, a few days after Wolf was placed on leave, the state found probable cause that Wolf discriminated against the former human resources director. An administrative law judge will eventually hear the case. A date for the hearing had not been set as of early this month.

The city hired outside attorney Jill Hall on Nov. 14 to investigate Wolf's conduct.

"There are many components and allegations that need to be addressed by the investigator, so we can not provide a defined dated timeline for it," Sorenson said in a statement. "We hope that the investigation will be wrapped up soon."

City attorney Chuck Adams said he does not yet know if the results of the investigation will be made public.

Wolf's attorney says he was suspended because he refused a political extortion threat

DeMaster said Wolf "has no knowledge" of allegations against him, characterizing his suspension as a "sudden" and "politically underhanded" move, though Wolf's emails suggest he was aware of some allegations against him.

Wolf wrote in an email to city council the day he was suspended, prior to the council meeting, that he faced "false accusations" in the press and publicly. He also sent the council an eight-page list of his accomplishments as city administrator for their "convenience."

DeMaster did not comment on what false accusations Wolf allegedly faced, saying city leaders prohibited him from speaking on city matters.

Wolf and DeMaster instead allege that two members of the Sheboygan DEIB, a community group promoting diversity, equity and inclusion, worked with elected officials to remove Wolf after he refused a demand for \$70,000 to hire diversity consultants for the city.

Wolf's and DeMaster's accounts of the meeting at which the community members allegedly demanded money, in early October, differ.

DeMaster's news release says Wolf had the meeting arranged "following internal pressure from the Mayor and certain Alderpersons."

Wolf's email to the council says: "In late August and September 2022"—presumably after an incident in which a director said a racial slur in an internal meeting Aug. 22 — "I made several calls with DEIB leaders in the community and was referred to the 'Sheboygan DEIB' group, where a City employee set up a meeting with 'Sheboygan DEIB' reps ...

"I expected at this meeting to be provided with solutions, a business proposal, strategies or a list of trusted experts to retain for DEIB training," Wolf wrote.

Wolf alleged the community members "immediately" asked for money and threatened to oppose Wolf unless he paid them.

He "swiftly left the meeting after the women began yelling," DeMaster's news release alleges.

While DeMaster's news release alleges the members of the community group demanded \$70,000 at the initial meeting, Wolf said in his email to the city council that he only later learned the amount. DeMaster declined to comment on how Wolf allegedly later learned the group was requesting the amount of \$70,000.

Guevara and Haack said in a statement that Wolf's accusations are false. They said city employees invited them to meet over lunch at the Black Pig Restaurant, and two other city employees besides Wolf attended the meeting.

DeMaster's news release confirmed the meeting took place Oct. 5, but she said she is unable to comment on where the meeting took place and who else was present.

Guevara and Haack's statement said that at the meeting, "City officials stated they were interested in incorporating DEI practices at the City level to better address situations related to racism and sexual harassment."

"We clarified that the Sheboygan DEIB Steering Committee does not provide consulting services. ... To help the City achieve its goals, we suggested that the City might consider hiring DEI consultants to assist generally with its ongoing DEI work. We also suggested that the City consider hiring an HR director who had DEI knowledge and experience," Guevara and Haack's statement said.

"We never 'demanded' that the City hire such consultants, we did not offer consulting services — either individually or on behalf of Sheboygan DEIB — and we never asked to be compensated in any way," the statement said. "The lunch was polite and cordial; there was never any screaming or aggressive behavior by anyone."

Wolf alleges in his email to the council that following the meeting, the community members "(made) good on their threats" to him by informing the Sheboygan Press of the August incident in which a city director said a racial slur, saying the Sheboygan Press was not aware of the incident until early October.

Wolf's allegation is false because the Sheboygan Press had already interviewed Wolf, as well as other city leaders, about the racial slur incident in September, weeks before Wolf's Oct. 5 meeting with Guevara and Haack.

DeMaster said she was "unable to comment" on the fact that Wolf's allegation that community members went to the media to target him publicly after his meeting with them is based on false information.

Although DeMaster's news release alleges the community members colluded with elected officials to remove Wolf, she later said she did not know if that was true.

"Sometimes there'll be a couple people that have a little screw loose or two, that want to come out and demand these things or make threats, and that's fine," DeMaster said at a Nov. 28 Republican Party of Sheboygan County meeting, where she gave a "rundown" of Wolf's situation.

"The problem is ... whether those people in the community are working with elected officials to try to get rid of the thorn in their side (Todd Wolf) that is saying no to this, and we don't know that," she said. "We expect to get information about this, but we don't know."

Wolf levels new allegations against a city director

In two prior interviews about the incident, Wolf told a reporter that city Director of Planning and Development Chad Pelishek said the N-word in an August meeting of department heads, while saying that a resident had said the slur at a neighborhood meeting and asking fellow staff how the city can help address such situations.

"Chad brought up the fact that he was up against some racial slurs, and he did use the phrase, not with the intent to hurt or harm anyone, but with the intent to help others understand," Wolf said in September. "When he said it, he thought he was in a safe space — and obviously one person (another director) let that out to their friends group. But she did not make a comment, she did not address it at the time."

Wolf later alleged in his email to the council that Pelishek did not say the slur until the other director "demanded" he tell her what racial slur was said.

In a Nov. 7 email to the council, Wolf asked for the council's support in writing up the female director.

Many city directors were present at the meeting at which Pelishek said the slur. All directors contacted by the Sheboygan Press in September declined to comment.



Wolf and attorney rally support from county Republican Party

DeMaster's news release contains allegations of "egregious corruption" in the city and other claims.

For example, the news release said the city council "snuck in late at night an oral motion to immediately suspend" Wolf "within hours" of him reporting his concerns of an extortion threat to the city, calling it a "secretive measure" and saying "his statements led to his immediate suspension."

As is routine, the council meeting agenda was distributed by the City Clerk's Office days prior and noted the city council may act on closed-session personnel matters.

In emails with a reporter, DeMaster questioned the authenticity of a copy of Wolf's Nov. 7 email to the council, obtained through a public records request, saying a reporter's questions referencing the email were "premised on

false/fake made up implications of records" and that Wolf's email was something a reporter seemed to have "made up out of thin air."

DeMaster said the email was confidential and should not have been released as a public record.

At a Republican Party of Sheboygan County meeting, DeMaster posed Wolf's suspension as a threat to transparency over taxpayer dollars and an attack from "cancel-culture type people."

"The Republican Party as a whole agrees that equality is important, diversity is important," DeMaster said. "The problem is when it goes to the point of being insidious, divisive and that becomes the discriminatory faction because that's what's happening with some of these people."

She added: "As Todd kept getting more and more just inundated with things he wasn't allowed to say because of his race, because of his gender, ... because of what you look like, you're not allowed to say these kinds of terms ... these kinds of situations created a very difficult work environment."

She added, "There are good, great city employees right here in Sheboygan that are having to go through and seeing these things happen and they just want to do their job and Todd was the one that has been protecting them."

Wolf has said he supports diversity, equity and inclusion since he was hired as city administrator.

Wolf attended the party meeting and was applauded, but did not speak.

Republican Party chairman Russ Otten said at the meeting the party would set up a "defense fund" for Wolf.

A GiveSendGo fund to "help cover legal and living costs" for Wolf's family, which alleges Wolf has been "victimized by a group of WOKE radicals," had raised \$3,850 as of Thursday.

More: Cities are rarely liable for damage from potholes. That can be a harsh reality for people injured, like this Sheboygan woman.

More: Sheboygan increases fines for harassing election officials. 'It's about election integrity,' city council member says.

What does the city administrator do?

The city administrator is appointed by and works under the direction of the city council, with input from the mayor.

The city administrator is responsible for managing day-to-day operation of city government, including implementing council policies, developing the annual budget, supervising all department heads and leading long-term planning for the city.

Sheboygan's city council created the city administrator position in 2011. The city had long debated the change and implemented it almost unanimously soon after then-mayor Bob Ryan again came under scrutiny for repeated allegations of heavy drinking, according to Sheboygan Press articles from 2011.

City elected officials believed the city administrator would provide more consistency in city administration, improve communication among departments and between elected officials and department heads, remove some politics from decision-making and allow for more long-term planning, according to the report from a 2010 study contracted by the city.

Wolf is Sheboygan's third city administrator, hired by the council in June 2020, after the prior administrator, Darrell Hofland, announced his retirement. Wolf was city council president at the time, having served on the council for five years, and worked as a business development manager at Curt G. Joa Inc.

According to city ordinance, the city administrator can be removed only for cause by a four-fifths vote of the common council. That means the vote of eight of the 10 council members is required to remove an administrator for inefficiency, neglect of duty, official misconduct or malfeasance in office.

Reach Maya Hilty at 920-400-7485 or MHilty@sheboygan.gannett.com.

[View Comments](#)

Attorney Jennifer DeMaster

From: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Sent: Wednesday, December 7, 2022 8:00 AM
To: Attorney Jennifer DeMaster; James .Macy
Subject: Thank you and quick follow up
Attachments: Wolf Communications Witness Affidavit

The concerns of the council were related what he said in a verbal interview (or possibly more than one interview.) That said I did do a quick search and found that he did have some written communication with her and I am providing that to you in case it is of any help.

Chuck

Charles C. Adams
City Attorney
City of Sheboygan
(202) 333-3333
charles.adams@sheboyganwi.gov

Local government is the foundation of democracy if it fails democracy will fail Robert W. Jack

From: Attorney Jennifer DeMaster <jenniferdemaster.com>
Sent: Tuesday, December 6, 2022 4:00 PM
To: Adams Charles <Charles.Adams@sheboyganwi.gov>; James .Macy <james.macy@vonbriesen.com>
Subject: Thank you and quick follow up

Dear Attorneys Macy and Adams

I wanted to thank you very much for meeting with me today and taking the time to go over Mr. Wolf's current situation. I know we covered a lot of area in a little amount of time but I failed to ask for one thing.

Attorney Adams in reference to the allegations you made about how Mr. Wolf spoke to the Sheboygan Press in a letter to Mayor Kelly I have a meeting with Todd tomorrow to give him the options you both laid out but I'd like to have this letter that you stated Todd wrote to Mayor Sheb Press so I can discuss that with him.

Would you be able to provide that letter to me as soon as possible before I meet with Mr. Wolf

Thank you again.

Jennifer Tavares DeMaster, Esq.



This message, including attachments, is confidential and may contain information protected by the attorney-client privilege or work product doctrine. If you are not the addressee, any disclosure, copying, distribution, or use of the contents of this message are prohibited. If you have received this email in error, please destroy it and notify me immediately.

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Jen DeMaster

From: Jill Pedigo Hall <jill.hall@vonbriesen.com>
Sent: Friday, December 16, 2022 1:33 PM
To: Jen DeMaster
Subject: RE: Interview

Thank you. I can confirm this will be a private zoom meeting between myself and Mr. Wolf only. A zoom invitation will be sent today to the email address below.

Have a good weekend,

Jill Hall

Jill Pedigo Hall | von Briesen & Roper, s.c.
Direct: 608-661-3966 | jill.hall@vonbriesen.com



Jen DeMaster

From: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Sent: Tuesday, December 20, 2022 8: 3 AM
To: wolfenterprisesynery@mail.com Attorney Jennifer DeMaster
c: Maerus, Jill Pedigo
Subject: Directives letter
Attachments: Letter to TW Notice of Investigation, Directives.PD

Dear Todd

Attached please find a directives letter I am sending on behalf of the common council related to the investigation being carried out by Attorney Jill Pedigo. I understand you are meeting with her today. Please review the letter carefully in preparation for your meeting with her. Similar letters were sent to the other City employees who are being interviewed in the course of the investigation.

I hope all is well.

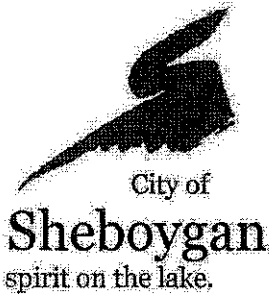
Chuck Adams

Charles C. Adams
City Attorney
City of Sheboygan
(202) 3
charles.adams@sheboyganwi.gov

Local government is the foundation of democracy if it fails democracy will fail Robert W. Lack

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.





December 19, 2022

***FOR INTERNAL DISSEMINATION ONLY BY
CITY ATTORNEY ON BEHALF OF THE COMMON COUNCIL***

Re: Notice of Investigation and Need to Cooperate, and Directives

Dear Administrator Wolf,

The Common Council has requested I send you this letter. It is being presented to you as part of an administrative investigation conducted by the City of Sheboygan into your communications, conduct and leadership and certain allegations of inappropriate and illegal conduct made by you. The goal of this investigation is to obtain complete, objective, and impartial findings related to certain allegations that have been made. To that end, and because the it is priority to have a respectful, productive workplace culture in the City, we have hired an outside attorney experienced in conducting investigations, Jill Pedigo Hall, to carry out this process. In order to ensure a fair and objective investigation, you are directed to fully cooperate with Attorney Hall in this investigation, including to follow the directives set forth in this memo. It is my understanding that you will be participating in a Zoom interview today.

You should regard these directives as essential job duties. Please keep in mind the fundamental expectations of your position, including the responsibility that you treat all persons with professional respect, dignity, and with full regard for the consequences of your behavior as a City employee. Fulfilling that expectation is essential during this time and is appreciated and valued. Your duty to cooperate with this inquiry requires, but is not limited to, your compliance with the following specific directives.

- **Confidentiality:** You are directed to keep confidential the existence and content of this letter and this inquiry, and your discussion with Attorney Hall regarding any aspect of the inquiry. You may not share such information with any other persons, unless a lawful reason affirmatively permits or requires you to disclose such information. For example, if you have a legal right to a representative as a function of your position within the City, then you may disclose certain information to that representative. However, you will be required to provide notice to Attorney Hall that you intend to make such disclosure prior to doing so and provide the reason for the disclosure.

The purpose of this confidentiality instruction is to safeguard the welfare and privacy of all individuals involved. Maintaining required confidentiality will also fulfill the following necessary aspects of this investigation:

- Compliance with City policy.

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

- Preservation of any privileges necessary for the City to protect its interests pursuant to this inquiry.
- Protection of individuals involved and participating in this matter from retaliatory, intimidating or harassing conduct.
- Preservation of the integrity and effectiveness of the inquiry.
- Your protection as a participant in this inquiry and to protect the City and you as City Administrator.

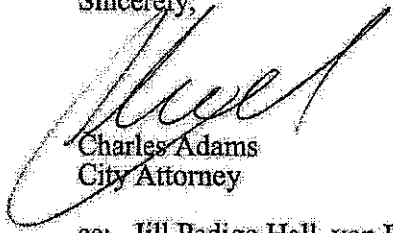
Your obligation to keep the above-stated information confidential exists until you are formally and expressly relieved of this direction by me.

- **Truthfulness:** You are directed to answer all questions posed to you by the Attorney Hall truthfully and completely. This directive to answer questions truthfully, completely, and with forthrightness is essential for purposes of the effectiveness of this inquiry. Your failure to do so may be treated as insubordination and the City may draw adverse inferences based on your failure to comply with this order.
- **No Retaliation:** You are prohibited from engaging in any retaliatory, intimidating, or harassing conduct against any person who participates in this inquiry. In turn, the City will not tolerate retaliatory conduct directed at you for your participation in this inquiry. This instruction is essential and your complete compliance is necessary. The City will not tolerate retaliatory conduct, including but not limited to backhanded comments, cold-shouldering, undermining, and other disrespectful behavior that has no place among professionals. In the event that you become aware of any retaliatory, intimidating, or harassing conduct against any participant in this inquiry, please notify the attorney interviewer and me immediately.
- **Requests for Information:** In the event you are asked to provide records, then we ask for your cooperation. If you object, then please apprise the interviewer of the reasons for your objection. Those objections will then be considered. If a lawful basis exists for the City to obtain these records, then you will be expected to comply with a directive to provide such records. Under no circumstances are you permitted to modify, alter, delete, or destroy any records related to your employment, any official or unofficial City business, or any records germane to this matter including, but not limited to, electronic records, such as text messages, email messages, social media posts and other messaging.

This inquiry is designed to get to the truth. It is vital that no City employee engages in any conduct in contravention of these directives. Our goal is to gain an understanding of the factual basis behind concerns expressed regarding your communications and conduct and also to determine whether there is factual support for the allegations, so that we can resolve any legitimate concerns and create a more productive and positive work environment. Thank you for assisting in this process.

If you have any questions regarding these directives, then please immediately forward those questions to me. The directives are effective immediately.

Sincerely,



Charles Adams
City Attorney

cc: Jill Pedigo Hall, von Briesen & Roper, s.c. via email
Liz Majerus, Assistant City Attorney



NINETEENTH REGULAR COMMON COUNCIL MEETING AGENDA

January 04, 2023 at 6:00 PM

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,
Sheboygan, WI**

"Kindness is like snow - it beautifies everything it covers" - Kahlile Gibran

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

Notice of the 19th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, WEDNESDAY, January 4, 2023 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. **Roll Call**
Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely.
2. **Pledge of Allegiance**
3. **Approval of Minutes**
Eighteenth Regular Council Meeting held on December 19, 2022
4. **Mayoral Appointments**
Adam Westbrook to be appointed as Director of Human Resources and Labor Relations for the City of Sheboygan
5. **Mayoral Appointments**
David Gladis to the Sustainability Task Force
6. **Public Forum**
Limit of five people having five minutes each with comments limited to items on this agenda.
7. **Mayor's Announcements**
Upcoming Community Events, Proclamations, Employee Recognitions



CONSENT

8. **Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**
9. R. C. No. 155-22-23 by Finance and Personnel Committee to whom was referred Res. No. 111-22-23 by Alderspersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute

Application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide; recommends adopting the Resolution.

RESOLUTIONS

10. Res. No. 116-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a Consent to Assignment by and between the City of Sheboygan, Healics Clinics, Inc. and SolidaritUS Health Inc. and also an Amended and Restated Services Agreement with SolidaritUS Health Inc. regarding the provision of an employer health clinic. SUSPEND THE RULES AND ADOPT THE RESOLUTION
11. Res. No. 118-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Memorandum of Understanding with the Sheboygan Professional Police Officers' Supervisory Association. REFER TO FINANCE AND PERSONNEL COMMITTEE
12. Res. No. 117-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner, Inc. for the construction of the Broadway Reconstruction project. REFER TO PUBLIC WORKS COMMITTEE
13. Res. No. 119-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

14. R. C. No. 156-22-23 by Finance and Personnel Committee to whom was referred Res. No. 110-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City regarding Grievance #22-02 filed by International Association of Firefighters Local 483, and authorizing payment for said services; recommends amending the Resolution to limit spending authorization to \$7,000.00. RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION

OTHER MATTERS AUTHORIZED BY LAW

CLOSED SESSION

15. MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. s. 19.85(1)(e) for deliberating or negotiating the purchase of public properties, to wit: the purchase of property for right-of-way purposes adjacent to the SouthPointe Enterprise Campus, where competitive or bargaining reasons require a closed session; AND pursuant to Wis. Stat. s. 19.85(1)(f) for consideration of personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in such problems or investigations, AND under the exemption provided in Wis. Stat. s. 19.85(1)(g) for conferring with legal counsel for the City who is expected to render oral advice concerning strategy to be adopted by the City with respect to litigation in which it is likely to become involved.

ADJOURN MEETING

16. 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
NINETEENTH REGULAR COMMON COUNCIL MEETING MINUTES
Wednesday, January 04, 2023

OPENING OF MEETING

1. Roll Call

Alders Present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar – 10.

2. Pledge of Allegiance

3. Approval of Minutes



MOTION TO APPROVE THE MINUTES FROM THE EIGHTEENTH REGULAR COUNCIL MEETING HELD ON DECEMBER 19, 2022

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

4. Mayoral Appointments

Adam Westbrook to be appointed as Director of Human Resources and Labor Relations for the City of Sheboygan – Lays over.

5. Mayoral Appointments

David Gladis to the Sustainability Task Force – Lays over.

6. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

7. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

8. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

9. R. C. No. 155-22-23 by Finance and Personnel Committee to whom was referred Res. No. 111-22-23 by Alders Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute Application for Group Flexible Purchase Payment Deferred Fixed Indexed Annuity Contract (Non-Participating) with Nationwide; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey,

Rust, Salazar - 10.

RESOLUTIONS

10. Res. No. 116-22-23 by Alderpersons Felde and Filicky-Peneski authorizing the appropriate City officials to enter into a Consent to Assignment by and between the City of Sheboygan, Healics Clinics, Inc. and SolidaritUS Health Inc. and also an Amended and Restated Services Agreement with SolidaritUS Health Inc. regarding the provision of an employer health clinic.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

11. Res. No. 118-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Memorandum of Understanding with the Sheboygan Professional Police Officers' Supervisory Association. REFER TO FINANCE AND PERSONNEL COMMITTEE
12. Res. No. 117-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Dorner, Inc. for the construction of the Broadway Reconstruction project. REFER TO PUBLIC WORKS COMMITTEE
13. Res. No. 119-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Justice as part of the Byrne Memorial Justice Assistance Grant (JAG) Program. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

14. R. C. No. 156-22-23 by Finance and Personnel Committee to whom was referred Res. No. 110-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City regarding Grievance #22-02 filed by International Association of Firefighters Local 483, and authorizing payment for said services; recommends amending the Resolution to limit spending authorization to \$7,000.00.

MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION

Motion made by Mitchell, Seconded by Filicky-Peneski.

Before action was taken,

City Attorney Chuck Adams spoke about the amendment.

Alderperson Mitchell withdrew his original motion and made a motion to adopt the Resolution as it was originally submitted.

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

OTHER MATTERS AUTHORIZED BY LAW

None

CLOSED SESSION

15. MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. s. 19.85(1)(e) for deliberating or negotiating the purchase of public properties, to wit: the purchase of property for right-of-way purposes

adjacent to the SouthPointe Enterprise Campus, where competitive or bargaining reasons require a closed session; AND pursuant to Wis. Stat. s. 19.85(1)(f) for consideration of personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in such problems or investigations, AND under the exemption provided in Wis. Stat. s. 19.85(1)(g) for conferring with legal counsel for the City who is expected to render oral advice concerning strategy to be adopted by the City with respect to litigation in which it is likely to become involved.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.

ADJOURN MEETING

16. Motion to Adjourn

MOTION TO ADJOURN IN CLOSED SESSION AT 9:06 PM

Motion made by Ackley, Seconded by Filicky-Peneski

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, Salazar – 10.



THIRD SPECIAL COMMON COUNCIL MEETING AGENDA

January 09, 2023 at 5:15 PM or Immediately following the Finance and Personnel Committee Meeting

City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI

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

Notice of the 3rd Special Meeting of the 2022-2023 Common Council at 5:15 PM or Immediately following the Finance and Personnel Committee meeting, MONDAY, January 9, 2023 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

- 1. **Roll Call**
Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely.
- 2. **Pledge of Allegiance**
- 3. **Public Forum**
Limit of five people having five minutes each with comments limited to items on this agenda.

RESOLUTIONS

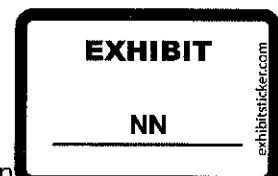
- 4. Res. No. 120-22-23 by Alderspersons Felde and Filicky-Peneski terminating Todd Wolf as City Administrator pursuant to Paragraph 12(a) of his Employment Agreement with the City and authorizing the payment of severance pursuant to Paragraph 13 of said Employment Agreement.

ADJOURN MEETING

- 5. 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*



3:30

46

< [Redacted] Active 26m ago



So I just got done talking to Felde. Big surprise she couldn't tell me without cause means but it did come out that if charged without cause their lawyer feels that Todd has no chance of defending his legal grounds for dismissal. Felde and the common council are totally pissed that Todd has someone speaking for him and they are not allowed to defend what was said!!! I told her that city and county administrators should be elected and not selected so that the public had a right to hear what was going on. That their way of handling this without transparency is so wrong.

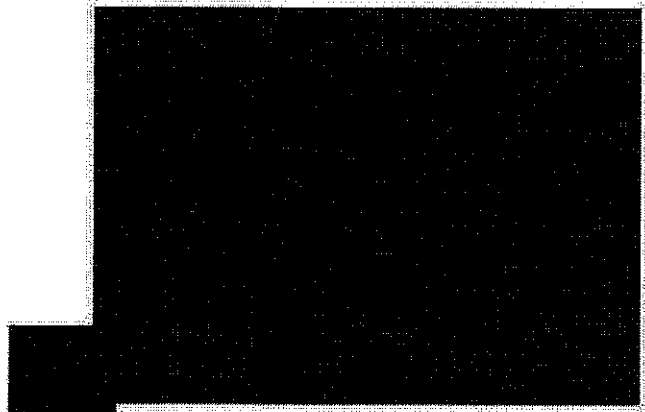
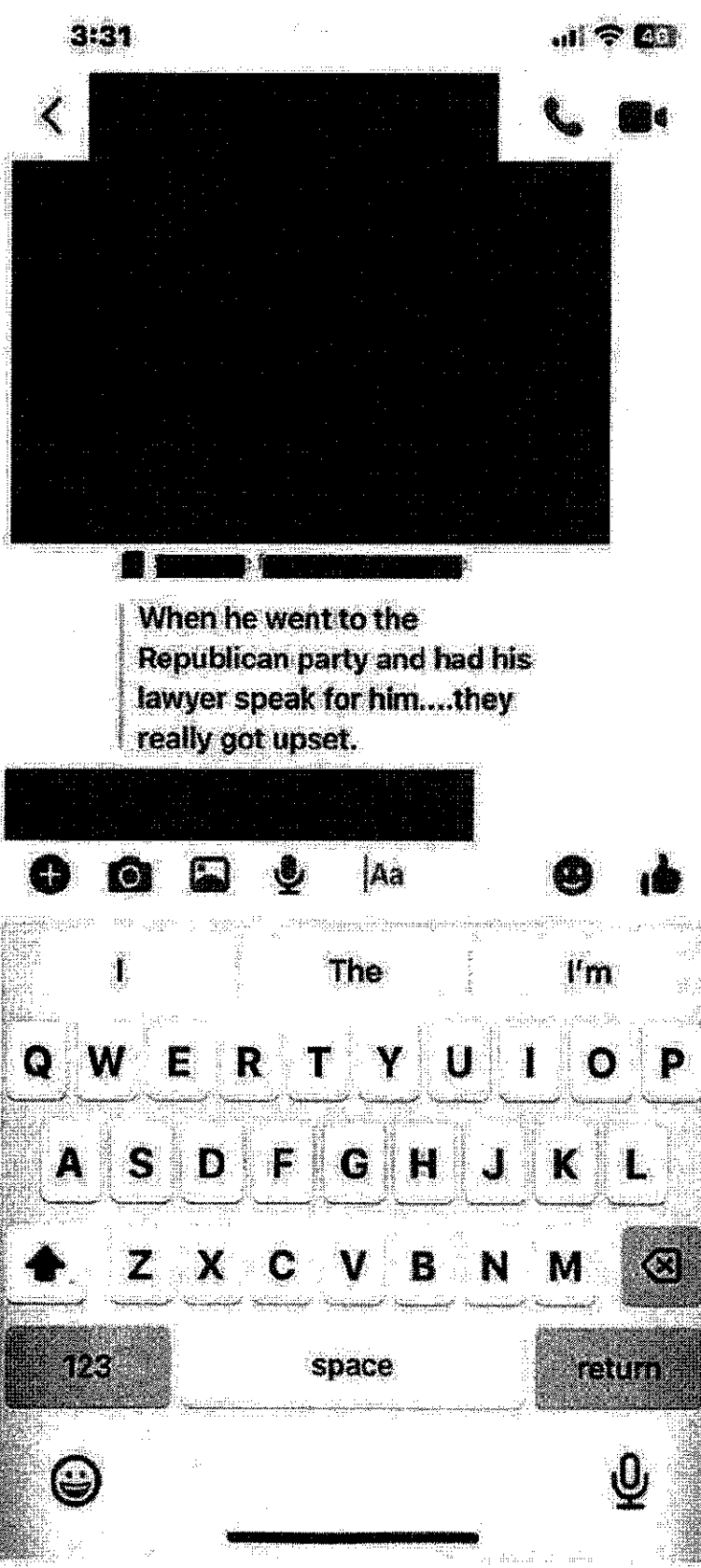


EXHIBIT
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eScriber.com



Sheboygan city administrator fired after investigation. His supporters want details why.

{ HYPERLINK "<https://www.sheboyganpress.com/staff/7964665002/maya-hilty/>" }

January 10, 2023

Sheboygan Press

SHEBOYGAN - Sheboygan fired city administrator Todd Wolf at a crowded city council meeting Monday.

The council voted to { HYPERLINK

"<https://www.sheboyganpress.com/story/news/local/2022/11/09/sheboygan-city-administrator-todd-wolf-leave-conduct-under-investigation/69629996007/>" } and hired an outside attorney to investigate concerns about his conduct.

The attorney finished her investigation and presented a preliminary report to the council last week, council Vice President Roberta Filicky-Peneski said. After hearing the preliminary findings, the council weighed different options and a majority felt firing Wolf without cause was the best option, city council member Dean Dekker said.

The { HYPERLINK "<https://www.sheboyganwi.gov/officials/common-council/>" } voted 8-2 to fire Wolf without cause, with Joe Heidemann and Trey Mitchell opposing the move. Many people in the audience at the meeting also opposed the move.

City leaders have said little about the findings of the nearly two-month investigation, citing personnel matters, but Mayor Ryan Sorenson said it uncovered "significant" concerns, including Wolf making false statements and becoming a legal liability for the city.

EXHIBIT

PP

exhibitsfck.com

The city chose to fire Wolf without cause, rather than for cause, to save money and “minimize the negative impact on both Wolf and other city employees,” according to the city council resolution.

{ HYPERLINK "https://www.sheboyganpress.com/picture-gallery/news/2023/01/10/sheboygan-citizens-fill-council-chambers-meeting-city-administrator/11021377002/" }

Firing Wolf for cause would have increased the city’s legal fees and drawn out the process longer, Sorenson said.

“Once the report becomes public, I hope folks will understand the difficult decision that the city council had to make tonight,” he said.

The preliminary investigation report will become public, but Sorenson does not know when. “I hope it comes sooner than later,” he said.

Because Wolf was fired without cause, the city will pay him six months’ salary — nearly \$79,000 — and benefits.

The Sheboygan Press is seeking comment from Wolf’s attorney.

{ INCLUDEPICTURE "https://www.gannett-cdn.com/-mm-/aeofc9c06707a628d26ee7a1cb7689ef8b591576/c=33-0-2031-2664/local/-/media/2017/04/18/WIGroup/Sheboygan/636281531829025841-she-n-Sheboygan08-city-officials-sworn-in-0418-gck-.JPG?width=300&height=400&fit=crop&format=pjpg&auto=webp" * MERGEFORMAT }

Wolf made Sheboygan vulnerable to lawsuits, mayor says

Sorenson said at this point, he cannot comment on most findings of the investigation.

A { HYPERLINK "<https://www.sheboyganpress.com/story/news/local/2022/12/16/sheboygan-administrator-todd-wolf-paid-leave-attorney-says-leaders-conspired/69627676007/>" }, hours before the council voted to put him on administrative leave, “raised a lot of red flags,” including statements that “can be proven false” with other documentation, Sorenson said.

In the letter, Wolf made “strong accusations” that he was extorted by members of the community at an Oct. 5 meeting. Sorenson said the community members did not demand money at that meeting, where there were other city staff present. The community members have denied the allegation publicly and issued a cease-and-desist letter to the city, which put the city “in a significant legal situation,” Sorenson said.

Sheboygan already { HYPERLINK "<https://www.sheboyganpress.com/story/news/local/2022/10/27/former-sheboygan-hr-director-alleges-retaliated-against-opposing-sex-harassment/69574571007/>" }, who resigned in June after filing a complaint with the state Equal Rights Division alleging Wolf discriminated against her.

Sorenson added: "There were many different communications where Administrator Wolf was told that some of his comments are not true, and he kept doubling down on comments, even knowing that they weren't true, so that was another component that gave us significant pause."

Wolf also did not follow instructions from the council while on leave, Sorenson said.

“When you conduct an investigation like this, you ask that person not to interfere with it. You say ... keep it to yourself right now, and ... there were multiple violations of that,” he said.

More:{ HYPERLINK

"https://www.sheboyganpress.com/story/news/local/2022/10/26/sheboygan-n-word-racial-slur-incident-prompts-call-change-city/69574563007/" \t "_blank" }

People claim Wolf's firing was political. Here's how elected officials across the spectrum responded.

{ INCLUDEPICTURE "https://www.gannett-cdn.com/presto/2023/01/10/PSHE/co14bbob-4a91-4952-8940-af7c3254874c-010923_SHE_City_Hall_Todd_Wolf_situation_gck-11.JPG?width=660&height=453&fit=crop&format=pjpg&auto=webp" * MERGEFORMATINET }

Many people at the city council meeting opposed the decision to fire Wolf, especially without cause.

“This (without cause) leads me to understand — and I think everybody else in the room — that this (investigation) did not find any problems with the city administrator’s conduct,” former mayor Mike Vandersteen said.

Vandersteen said Wolf has worked “transparently and diligently” and made many notable accomplishments as administrator.

“Did Todd Wolf steal money? ... Is he a target of a witch hunt? The council has said nothing,” said Aaron Guenther, who is running for a city council seat in April. “I demand that you release the investigation ... to the public because we deserve to know.”

Russ Otten said the council wants to fire Wolf because they “don’t like the way he stood up to the demands of a far-left group.” Otten, chairman of the Republican Party of Sheboygan County, encouraged party members to attend the meeting to stand against corruption.

More:{ HYPERLINK

"<https://www.sheboyganpress.com/story/news/politics/elections/2023/01/10/sheboygan-county-spring-2023-election-candidates-ballot-how-to-vote/69636883007/>" \t "_blank" }

Dekker said the decision was “in no way, shape or form political,” despite audience members’ comments.

“Personally, after hearing the synopsis, and weighing the options before us, I have to come to the conclusion that this is in the best interest of our employees,” Dekker said. “To take care of our employees is important to us. One employee doesn’t stand over all the rest of our employees. To put our employees through something like this is not right.”

Sorenson similarly said, after the vote, “Personnel issues are not supposed to become political issues, and I’m sad that it came down to that.”

“Nobody wants to do this. Todd and I got along great professionally,” Sorenson said. “He made some decisions that put the city in a very difficult situation, and actions have consequences. People should feel safe to come to work. People shouldn’t have to be fearful of retaliation. People should have to come to work in a professional manner.”

Heidemann, who made an unsuccessful motion for the council to give Wolf a “written warning” instead of firing him, said the investigation “was far from conclusive.”

Heidemann said he cannot comment on closed session, but he said the decision is not fair to Wolf.

“Bring that out in the open, let the citizens decide,” he said. “They (other council members) don’t want to do that because they can hide behind closed session. That’s not good governance.”

Mitchell, the other city council member to vote against firing Wolf, said he did not think the move was morally just and Sheboygan “is better off having had” Wolf.

"Given the public nature of last night's action, I do not believe it completely qualified as a confidential, internal personnel matter anymore," Mitchell said in an email. He could not share more information about the matter because it was discussed in closed session meetings, he wrote.

'People are angry': Sheboygan residents, elected officials respond to city administrator's handling of director repeating a racial slur

{ HYPERLINK "https://www.sheboyganpress.com/staff/7964665002/maya-hilty/" }

January 9, 2023 9:50pm

Sheboygan Press

{ INCLUDEPICTURE "https://www.gannett-cdn.com/presto/2021/04/21/PSHE/3ef0e2db-6803-49c6-84e3-d32f3dc385a6-SHE_042021_Sheboygan_Elected_Officials_sworn_in-gck-011.JPG?width=300&height=384&fit=crop&format=pjpg&auto=webp" * MERGEFORMATINET }

SHEBOYGAN - Sheboygan is in the midst of "a public and employee relations nightmare," city council person Betty Ackley said at the city council meeting last week.

That's after a city director repeated a racial slur in an internal meeting and the { HYPERLINK

"https://www.sheboyganpress.com/story/news/politics/2022/10/10/sheboygan-city-leader-uses-n-word-raising-concerns-inclusion/10380097002/" } to concerns from other staff.

The { HYPERLINK "https://www.sheboyganwi.gov/officials/common-council/" } discussed personnel issues in closed session on Monday and last week.

Mayor Ryan Sorenson assured a crowded room at a council meeting last week that elected officials are listening to residents' concerns, while the council voiced support for equity and government transparency.

The council also drafted a resolution limiting City Administrator Todd Wolf's responsibilities, and instead giving Sorenson full responsibility for talking to the media as well as putting the process for hiring a director of Human Resources firmly in the hands of the mayor and council leadership.

The council "wishes to have the Mayor and the City Administrator focus on areas of strength," the proposed resolution states.

Wolf is no longer talking to the Sheboygan Press, according to a preliminary understanding with council leadership, he wrote in an email to city council leadership obtained through an open records request.

{ INCLUDEPICTURE "https://www.gannett-cdn.com/-mm-/bcea4489598ab37f0b063aae211da5deed4235ad/c=87-19-415-457/local/-/media/2018/03/23/WIGroup/Sheboygan/636574137256104614-B9317733987Z-1-20150615204107-000-GBLB3D29I-1-0.jpg?width=300&height=401&fit=crop&format=pjpg&auto=webp" * MERGEFORMATINET }

In emails to city council members obtained by the Sheboygan Press, some residents called for a public apology from the city director who repeated the racial slur and a budget that prioritizes work in diversity, equity and inclusion, such as long-term work with a DEI professional.

Some residents asked council members to reevaluate City Director Chad Pelishek's and Wolf's fitness for their positions. Residents also emphasized the importance of hiring a Human Resources director and suggested investigating sexual harassment and workplace retaliation in the city.

Sheboygan has not had an active Human Resources director since November 2021, when the former director took leave after hiring an attorney to protect herself against workplace retaliation, she wrote in her resignation letter months later.

Sheboygan has { HYPERLINK

"<https://www.sheboyganpress.com/story/news/politics/2022/07/27/sheboygan-city-employee-raises-amid-ongoing-wisconsin-labor-shortage/7821635001/>". One applicant offered the position rejected the city's offer this fall. The city administrator has since hired an outside firm to assist with hiring for the position.

More:{ HYPERLINK

"<https://www.sheboyganpress.com/story/news/local/2022/10/19/sheboygan-city-council-sets-15-dollar-minimum-wage-city-workers/10535637002/>" \t "_blank" }

Here's the context in which a city director said a racial slur and how the city administrator responded.

After a city employee and neighborhood liaison noticed a few uncomfortable and racist incidents while attending neighborhood association meetings, including a resident saying the N-word, she asked her supervisor how to address those situations if they happen again, according to emails obtained by the Sheboygan Press.

Her supervisor, Pelishek, Sheboygan's director of planning and development, asked other city staff for guidance at an August meeting of department heads. Pelishek said the N-word while saying that a resident had said the slur at a neighborhood meeting as he asked fellow staff how the city can help address such situations.

After other city staff raised concerns, Pelishek emailed an apology to department heads. Some residents say the apology missed the mark in failing to acknowledge the harm done.

"I regret saying [sic] full N word out loud and if I offended anyone it was not intended to be directed that way. I am sorry if you were offended," Pelishek wrote.

Wolf then hired a diversity, equity and inclusion consultant to facilitate a conversation about the incident with department heads.

Wolf was concerned not that a city leader repeated the racial slur but that city staff told people outside the meeting about the incident, saying a director who “let the information out” had breached trust.

{ INCLUDEPICTURE "https://www.gannett-cdn.com/presto/2021/06/10/PSHE/a9ec2520-b8ce-4b74-967b-91eba6f46eb9-SHE_060921_South_Pointe_Enterprise_Campus_gck-002.JPG?width=660&height=489&fit=crop&format=pjpg&auto=webp" * MERGEFORMATINET }

Wolf admonishes city council for 'lack of support' in an email

After the Sheboygan Press reported on the city’s response to Pelishek repeating a racial slur, City Council President Barbara Felde emailed all city employees reminding them of the city’s Employee Assistance Program and a method to confidentially report suspected violations of the city’s code of conduct or policies.

“While we are taking the necessary steps to address concerns, we want to extend our support to our public servants and constituents,” Felde wrote. “Please know your Common Council is on standby for support.”

The following day, Wolf emailed city council leadership, including Felde, Council Vice President Roberta Filicky-Peneski and Sorenson, saying the council has failed to support city employees.

“I have dozens of employees crying, upset and ready to quit in the lack of support from the Council in this issue and many others in the last two plus years. This includes myself for the continued harassment,” Wolf wrote.

“The only support and change that the employees have said, that has been positive for the city and them has been the hiring of me into this position,” Wolf wrote. “(Alders) do not ask the people for the facts and clarification. Now is a time for the City Leadership to stand for the team that provides the service that you represent.

“The team is even scared to talk to anyone, as this is not a safe place anymore. They know more from the outside than many know from the right people in Council leadership positions.”

Wolf previously said he was “disappointed” in a city director who told a city council member, according to emails obtained by the Sheboygan Press, that Pelishek said the racial slur in an internal meeting.

More:{ HYPERLINK

"https://www.sheboyganpress.com/story/news/politics/elections/2022/10/18/sheboygan-county-sheriff-candidate-jarrold-fenner-faced-firing-lying-resigned/8208123001/" \t "_blank" }

More:{ HYPERLINK

"https://www.sheboyganpress.com/story/news/local/2022/10/13/plymouth-settles-lawsuit-former-city-administrator-jordan-skiff-after-firing/10480239002/" \t "_blank" }

City council proposes limiting city administrator’s responsibilities

A city council resolution proposed Monday “clarifying” the duties of the city administrator would effectively limit Wolf’s responsibilities.

Although the city administrator is employed by the council and in charge of implementing council policies on a day-to-day basis, “the various roles of the City Administrator and the Mayor have evolved, often without much involving from the Common Council,” the resolution states.

“The City Administrator has strong skills in project management, and the Common Council wishes to have him focus more time in this area of strength,” it reads. “One way to do that is to direct the City Administrator to have the Mayor handle media relations and communication.”

According to city ordinance, the director of Human Resources and Labor Relations is appointed by the council based on the recommendation from the city administrator and mayor.

Under the proposed resolution, the appointment would instead be “primarily directed by the Mayor and council leadership.”

“Having that position filled by a strong candidate is one of the Common Council’s highest priorities,” the resolution reads.

The resolution will go to the Finance and Personnel Committee before returning to the full council for approval.

Sheboygan leaders and residents respond to concerns about city leadership and equity

{ INCLUDEPICTURE "https://www.gannett-cdn.com/presto/2019/12/21/PSHE/e8089db7-35d8-4431-83fa-1695e2e0b3cb-090319_SHE_Sheboygan_City_Hall_Ribbon_Cutting_gck-02.jpg?width=660&height=427&fit=crop&format=pjpg&auto=webp" * MERGEFORMATINET }

At last week’s council meeting, Mayor Sorenson said equity work needs to be a “fundamental component” of city operations.

"We have a lot of progress that we have made over the last couple of months, but we still have a long way to go," Sorenson said.

“I want to reassure people that the city is not a safe space for racism and racial tropes and it can never be,” he said. “We have a lot of work ahead of us, I know we can do better and we will do better.”

The city council passed a resolution reaffirming the council’s commitment to diversity, equity, inclusion and belonging.

The council “believes that our leaders and staff need to be held to a high standard on matters of equity,” “understands that leaders shall offer no excuses for offensive behavior,” and “understands that leaders need to operate in full transparency and accountability,” the resolution states.

Sorenson said elected officials have heard from a lot constituents on how the city can improve.

“From the calls, emails and in-person conversations with residents that I have had recently about this issue, people are angry,” Ackley said. “I do not believe that (Pelishek’s) communication was becoming of someone representative of the city’s public face and leadership. I feel like all of us should be holding ourselves to a higher standard. We must be mindful of our words, even when quoting others.

“It is time to implement actionable change, it is not time to provide lip service,” Ackley said.

Russ Otten, a Sheboygan resident and chairman of the Republican Party of Sheboygan County, said during public comment at last week’s city council meeting that “it’s very sad for our community that the Sheboygan Press decided to sensationalize (this situation).”

“Every one of you council members knows that what was stated by Chad Pelishek was not stated by him but a repetition of what was stated by someone else. Yet, not one of you had the guts to defend him,” Otten said.

“Diversity is hugely important ... but diversity should be more than (race or gender). Diversity should be about diversity of thought,” he said. “When we only have one thought, and everyone has to fall in line or be ostracized, we have a problem.”

Other people in public comment and emails to city council members obtained by the Sheboygan Press called for more action by the council.

“Leadership requires the willingness to learn, the ability to model and the capacity to own one’s missteps,” said Jamie Haack, a resident and professional of diversity and inclusion work. “I urge the common council to seriously evaluate placements of Mr. Pelishek and Mr. Wolf and their current and future abilities to serve in their roles with the knowledge, transparency and values of equity and respect that are so needed in their positions.”

Brenda Richterkessing, another resident who has worked as a human resources director and taught educational seminars about sexual harassment and workplace retaliation, said in an email to the city council that, based off reporting on Wolf’s response, Wolf “is handling this in the exact opposite way than he should.”

“He sounds like someone that may be in over his head in terms of his ability to manage the leadership needed in our city,” Richterkessing wrote. “With no (Human Resources) director ... ironically because { HYPERLINK "https://www.sheboyganpress.com/story/news/politics/2022/10/10/sheboygan-city-leader-uses-n-word-raising-concerns-inclusion/10380097002/" } ... this is a very dangerous crisis of leadership for our city.”

Reach Maya Hilty at 920-400-7485 or { HYPERLINK

"mailto:MHilty@sheboygan.gannett.com" }. *Follow her on Twitter at { HYPERLINK*

"https://twitter.com/maya_hilty" }.

Attorney Jennifer DeMaster

From: Adams, Charles <Charles.Adams@sheboyganwi.gov>
Sent: Friday, January 3, 2023 10:33 AM
To: Attorney Jennifer DeMaster
cc: Hoffmann, Matthew; Marus, James; Macy
Subject: Record release
Attachments: Closed session 0122.pdf; Closed 0222.pdf; Closed 22.pdf; Closed session 0123.PD

Atty. DeMaster

I am attaching minutes from four closed sessions of the Common Council.

I am doing so for two reasons. First, you requested the release of the minutes of the October 2022 meeting. I believe that request, which could not have been fulfilled prior to Monday night, is now fulfillable. Second, we have received a public records request for these minutes.

In my opinion, these minutes became releasable after the public vote to terminate Mr. Wolf per section 2(a) of his contract. In reviewing the request and applying the public records law, including application of the balancing test, I believe I am obligated to release the document with no redactions except the one redaction made, which relates to a closed session item on January 2022, entirely unrelated to Mr. Wolf's situation. However, because of the potential that these records could have a negative public impact on Mr. Wolf as our former employee and because there is at least a colorable argument that Wis. Stats. § 19.35(2)(a) could apply to this circumstance, I have chosen to follow the dictates of that statute and provide notice to you of my intent to release. As you are certainly aware, you may, within five days after receiving this notice, provide written notice to me on behalf of the City of your intent to seek a court order restraining us from providing access and/or to commence such an action within ten days. Per the statute, I will not release within 2 days of this notice to you unless you specifically inform me that you do not object.

I would ask that you confirm receipt of this email as Mr. Wolf's counsel and confirm that you accept it as notice of my intent in lieu of personal service on Mr. Wolf.

I would note that one requester has alleged that Mr. Wolf has already waived this privilege. However, I do not believe the requester has the standing to make that claim. Additionally, I read the release you provided with regard to the October 2022 meeting as applying solely to release to Mr. Wolf or to you as his counsel. I would also note that any requester will receive a copy of this notice in lieu of a release of the records until such time as you either waive release of the records or until the provisions of Wis. Stats. § 19.35(2)(a) are met.

I look forward to hearing from you on this matter.

Chuck

Charles C. Adams
 City Attorney
 City of Sheboygan
 (202) 333-3333
charles.adams@sheboyganwi.gov

EXHIBIT

QQ

exhibitsticker.com

Local government is the foundation of democracy if it fails democracy will fail Robert W. Lack

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.



FIFTEENTH REGULAR COMMON COUNCIL MEETING AGENDA

November 07, 2022 at 6:00 PM

City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI

"It's the little details that are vital. Little things make big things happen" - John Wooden

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

Notice of the 15th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, MONDAY, November 7, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

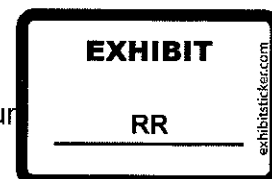
Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

OPENING OF MEETING

1. **Roll Call**
Alderspersons Ackley, Dekker, Feide, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely.
2. **Pledge of Allegiance**
3. **Approval of Minutes**
Fourteenth Regular Council Meeting held on October 17, 2022 and Second Special Council Meeting held on October 24, 2022
4. **Mayoral Appointments**
Jennifer Born Rutten, Jeanne Kliejunas, Chris Kuehnel, and William Campos to the Sustainability Task Force
5. **Resignation**
Dave Sachse from the Redevelopment Authority
6. **Public Forum**
Limit of five people having five minutes each with comments limited to items on this agenda.
7. **Mayor's Announcements**
Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

8. **Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**



9. R. O. No. 78-22-23 by Board of Water Commissioners submitting a copy of the 2023 Water Utility Budget for the Sheboygan Water Utility.
10. R. O. No. 77-22-23 by Board of Water Commissioners submitting the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2022.
11. R. O. No. 79-22-23 by City Clerk submitting the Tax Levy Certification for the 2022-2023 School Year from the Kohler School District.
12. R. O. No. 75-22-23 by City Clerk submitting the tax levy report that supports the 2022-23 budget for the Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2022 fully certified values furnished by the Wisconsin Department of Revenue.
13. R. C. No. 118-22-23 by Public Works Committee to whom was referred R. O. No. 74-22-23 by City Clerk submitting a request from Zach Cotter for approval to hunt deer on a section of woods within the city limits; recommends filing the document.

REPORT OF OFFICERS

14. R. O. No. 76-22-23 by City Clerk submitting a Summons and Complaint in the matter of Midstate Amusement Games, LLC vs. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

RESOLUTIONS

15. Res. No. 85-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing submitting a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2019-2020 Program Year related to CDBG-CV3 funds. REFER TO FINANCE AND PERSONNEL COMMITTEE
16. Res. No. 84-22-23 by Alderpersons Felde and Ackley authorizing the Chief of Police to take necessary actions to receive the 2023 Wisconsin Justice System Improvement, Beat Patrol Grant. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
17. Res. No. 83-22-23 by Alderpersons Felde and Ackley authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
18. Res. No. 86-22-23 by Alderpersons Dekker and Rust authorizing the Purchasing Agent to issue a purchase order for the emergency purchase replacement of a bucket truck for the Motor Vehicle Division of the Department of Public Works, and authorizing the necessary budget adjustments to provide funding for the purchase. REFER TO PUBLIC WORKS COMMITTEE
19. Res. No. 87-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into an Addendum No. 1 to the contract with Foth Infrastructure & Environment, LLC for design services related to the South Side Sewer (SIS) Facility Plan. REFER TO PUBLIC WORKS COMMITTEE
20. Res. No. 88-22-23 by Alderpersons Felde and Ackley authorizing the Fire Chief to accept and expend funds received from the State of Wisconsin Department of Health Services as part of the Emergency Medical Services ("EMS") Flex Grant. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

GENERAL ORDINANCES

21. Gen. Ord. No. 12-22-23 by Alderpersons Dekker and Rust repealing Gen. Ord. No. 42-21-22 so as to remove the two-way street designation for South 24th Street between Indiana Avenue and Georgia

Avenue and add parking on the west side of South 24th Street between Indiana Avenue and Georgia Avenue. REFER TO PUBLIC WORKS COMMITTEE

- 22.** Gen. Ord. No. 13-22-23 by Alderpersons Dekker and Rust amending Sections 122-403, 122-404, and 122-405 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges. REFER TO PUBLIC WORKS COMMITTEE

MATTERS LAID OVER

- 23.** R. C. No. 117-22-23 by Committee of the Whole to whom was referred Res. No. 79-22-23 by Alderpersons Felde and Filicky-Peneski establishing the 2023 Budget appropriations and the 2022 Tax Levy for use during the calendar year; recommends adopting the Resolution.

OTHER MATTERS AUTHORIZED BY LAW

CLOSED SESSION

- 24.** MOTION TO CONVENE IN CLOSED SESSION pursuant to Wis. Stat. § 19.85(1)(e) for deliberating or negotiating the investing of public funds or conducting other specified public business whenever competitive or bargaining reasons require a closed session; to wit: discussions regarding possible development incentives for affordable housing projects currently known as the former Koepsell property redevelopment and the S. 14th and Illinois Avenue projects; AND under the exemption provided in Wis. Stat. § 19.85(1)(f) for preliminary consideration of specific personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of the person involved in such problems or investigations.

RECONVENE IN OPEN SESSION

- 25.** Reconvene in open session to act upon potential matters arising from closed session discussions.

ADJOURN MEETING

- 26.** 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*

Sheboygan Press.

EXHIBIT

SS

exhibitsicker.com

MONEY

Post-2020, Sheboygan County businesses strengthen their commitments to diversity, equity and inclusion

**Maya Hilty**

Sheboygan Press

Published 6:02 a.m. CT Jan. 19, 2022

SHEBOYGAN - After former police officer Derek Chauvin murdered George Floyd in 2020, workers and consumers across the country demanded that companies step up to combat systemic racism and inequality.

In Sheboygan, government officials, schools, nonprofits and Black residents either called for or committed to supporting change in Sheboygan.

More than a year-and-a-half later, many Sheboygan County businesses and organizations are working to strengthen their commitments to diversity, equity and inclusion.

Lakeland University recognized it stands on Indigenous land with an official plaque last year; the John Michael Kohler Arts Center transitioned one employee into a full-time diversity position a few months ago. Kohler Company, which — like other companies — says its focus on diversity work began several years ago, told the Sheboygan Press the company has “intensified” its work since 2020.

Here are some ways five Sheboygan County businesses and organizations — Kohler Company, Acuity Insurance, Rockline Industries, Lakeland University and the John Michael Kohler Arts Center — are promoting diversity, equity and inclusion at the start of 2022.

What is diversity, equity, inclusion and belonging?

Diversity, which comes in many different forms, can refer to people’s range of different identities and experiences, including race, ethnicity, gender, sexual orientation, socio-economic status, ability and more.

For businesses and other organizations, diversity, equity, inclusion and belonging (DEIB)

practices try to ensure that people of different identities and backgrounds are treated fairly and feel comfortable, heard and valued.

“DEI comes from a place of listening and learning,” said Jamie Haack, director of DEI at the John Michael Kohler Arts Center. “Listening and understanding where people are at and where they’re coming from, their value system and who they are in other areas of social identity — that’s how we can meet people where they are and provide them experiences that feel inclusive.”

Organizational leadership take on explicit DEI roles

At the John Michael Kohler Arts Center, a nonprofit visual and performing arts complex and community art center, a history of supporting diversity led to the recent creation of a formal diversity position.

“In general, the Art Center has always had a strong position on equity and valuing all aspects of a person’s being and way of thinking, and really offering different perspectives to challenge the social norms we might be used to,” Haack said.

The Art Center’s former executive director, Ruth Kohler, long promoted the tagline, “All the Arts for All the People,” according to Haack. The center creates programs to appeal to people “age zero to 99,” with a lot of free programming to reduce cost barriers, Haack said.

The Arts Center, which engages with artists locally to internationally, also supports up-and-coming and self-taught artists, who are not always traditionally valued in the museum world, Haack said.

Still, after the murder of George Floyd, the Art Center decided to take a stand on values around which it was already grounded.

As a result, Haack — who said that being of mixed background and having a Black son, she was deeply impacted by George Floyd’s murder and found passion for diversity work — transitioned from marketing director to director of DEI last fall.

In her new position, Haack has been able to partner with a consulting firm to audit Art Center policies such as hiring practices and internal communication methods, which led to recommended changes.

Next, the center can rethink how to promote equitable relationships with community partners, Haack said.

A similar transition occurred recently for Le’Shay Guy, who started at Lakeland University a few years ago as director of multicultural affairs and became director of student DEIB initiatives last

year.

With her new title, Guy does much of the same work, but with more support, she said.

"We realized that diversity, equity and inclusion work is way more broad than one department," she said.

Before the transition, she was doing a lot of work on her own. Now housed in the campus's Ulrich Center for Faith, Ethics and Justice, she "turned from a department of one to a department of four or five," she said.

"Since I have been here, Lakeland has done a great job responding to issues so that our students know that we support them, we're here for them, we hear them," Guy said.

While the university started diversity work well before she was hired as a member of staff, she says the environment today is a "huge cultural shift" from when she was a student.

"Back then, Lakeland wouldn't speak on those issues, they would kind of bury the hatchet," she said. "Now, they're more vocal about taking these issues seriously."

Away from the nonprofit and educational world, Kohler Company is one example of a company that has "taken ownership of DE&I at the highest levels" with the establishment of an Executive Leadership Diversity Board in 2020, said Bridget Penney, vice president of talent and diversity.

The board has developed a strategic foundation for the company centered on four pillars: building diversity teams that reflect Kohler's communities and customers, fostering an inclusive culture that welcomes difference, working with suppliers that uplift women and minority-owned businesses, and exploring new markets through diverse lenses.

DEI trainings build understanding among staff

Another common thread among businesses and organizations ramping up DEI work is more diversity trainings.

"Although DEI concepts and topics sometimes feel basic, sometimes they're really foreign to people depending on where you come from and your background," Haack said. "So we thought it important to have some baseline training for all staff — that was mandatory — to get an understanding of: What is a social identity? What is a microaggression? What does DE and I mean?"

Rockline Industries, Inc., an international company with headquarters in Sheboygan that primarily makes wet wipes and coffee filters, has similarly started a "Connection Series" of

optional monthly live webinars that address social topics like mental health awareness, community volunteerism, and DEI, said Kris DeLano, VP of human resources at the company.

At Lakeland University, Guy has already received a lot of positive feedback about DEI trainings, she said. The administrative leadership of the university first did the trainings, which were then opened up to anyone in the campus this school year.

RELATED: 'He's a supporter of all': Empowering member of Sheboygan community earns 2021 ATHENA Award

RELATED: Andre Walton looks to bring his community activism to Sheboygan

Companies invest in employees and the broader community

As representatives from Acuity, Rockline and Kohler all highlighted, the companies support the community through charitable giving to nonprofits locally to globally.

But some of the most important diversity work begins internally, Sheboygan companies and organizations told the Sheboygan Press.

As Haack put it, "Our staff are also our community that we're serving."

Rockline Industries, which takes pride in its "people-centered" company values, added a people-focused aspiration to its sustainability commitment two years ago.

To fulfill this aspiration, the company offers things like leadership development and education reimbursement benefits and scholarship opportunities to employees and their family members, DeLano said.

In 2022, Rockline also changed its holiday schedule to replace some company holidays with floating holidays to give employees more flexibility in choosing days off to include holidays that are meaningful to them, DeLano added.

Some larger companies, including Acuity and Kohler, have employee-led resource groups centered on common interests or identities to support staff, too.

Kohler's resource groups, launched in 2018, have partnered on marketing campaigns, supported recruitment efforts and led conversations focused on navigating remote work and product innovation at the company.

"We are early in our journey, and understand that to be impactful, it's actions we take to make real progress," Penney said.

Reach Maya Hilty at 920-400-7485 or MHilty@sheboygan.gannett.com. Follow her on Twitter at @maya_hilty.

VI

R. C. No. 215 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 89-22-23 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FP 23-24

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 215 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. April 17, 2023.

Your Committee to whom was referred R. O. No. 89-22-23 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan; recommends referring to the Finance and Personnel Committee of the 2023-2024 council year.

FP 23-24

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 89 - 22 - 23. By CITY CLERK. December 5, 2022.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

FP

CITY CLERK

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**Wal-Mart Real Estate Business Trust vs. City of
Sheboygan**Electronic Filing
Notice**Case No. 2022CV000590
Class Code: Money Judgment

FILED

11-10-2022

Sheboygan Co

Clerk of Circuit Court

2022CV000590

Honorable Kent Hoffmann

Branch 2

Item 11.

CITY OF SHEBOYGAN
SUITE 100
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2022CV000590 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: cde48a

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: November 10, 2022

FILED
11-10-2022

Item 11.

Sheboygan County
Clerk of Circuit Court
2022CV000590
Honorable Kent Hoffmann
Branch 2STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
-----WAL-MART REAL ESTATE BUSINESS TRUST
C/O WAL-MART STORES, INC.
702 SW 8th Street,
Bentonville, Arkansas 72716,

Plaintiff,

v.

Case No.: 22-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100,
Sheboygan, Wisconsin 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff above named has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Gimbel, Reilly, Guerin & Brown LLP, plaintiff's attorneys, whose address is 330 East Kilbourn Avenue, Suite 1170, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 10th day of November, 2022.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: Electronically signed by Christopher L. Strohbahn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbahn@grgblaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

Facsimile: 414-271-7680

FILED
11-10-2022Sheboygan County
Clerk of Circuit Court
2022CV000590
Honorable Kent Hoffmann
Branch 2

Item 11.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST
C/O WAL-MART STORES, INC.
702 SW 8th Street,
Bentonville, Arkansas 72716,

Plaintiff,

v.

Case No.: 22-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100,
Sheboygan, Wisconsin 53081,

Defendant.

COMPLAINT

Plaintiff, Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc., ("Walmart"), by its attorneys Gimbel, Reilly, Guerin & Brown LLP, for its complaint against defendant, City of Sheboygan ("the City"), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this Court that the 2022 value with respect to the parcel of real property in the City known as parcel #59281-479120 ("the Property"), is no more than \$8,860,000 and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2022, plus statutory interest.

2. Walmart is a foreign corporate entity duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the owner of the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2022 value of the Property was set by the City Assessor's office at \$18,010,500.

6. Walmart timely filed an objection to the 2022 assessment of the Property with the City's Board of Review ("BOR") pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of Wis. Stat. §70.37(3). A copy of the Waiver is attached as Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief - Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2022 was no higher than \$8,860,000.

10. The 2022 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2022 was excessive.

11. Walmart is entitled to a refund of 2022 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief - Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2022 was no higher than \$8,860,000.

14. Upon information and belief, the 2022 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2022 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief - Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2022 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart's right to a reduction in the 2022 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2022 value of the Property from \$18,010,500 to \$8,860,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2022 was no higher than \$8,860,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 10th day of November, 2022.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: Electronically signed by Christopher L. Strohbehn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grgblaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

Facsimile: 414-271-7680

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality City of Sheboygan	County Sheboygan
Requestor's name Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc	Agent name (if applicable) Gimbel, Reilly, Guerin & Brown LLP
Requestor's mailing address PO Box 8050, Bentonville, AR 72716	Agent's mailing address 330 E. Kilbourn Avenue, Suite 1170 Milwaukee, WI 53202
Requestor's telephone number (479) 204-3830	Agent's telephone number (414) 271-1440
Requestor's e-mail address brandon.caplena@walmart.com	Agent's e-mail address dstrohbehn@grgblaw.com / rkarnese@grgblaw.com
Property address 3711 South Taylor Drive, Sheboygan, WI 53081	
Tax parcel description or parcel number 59281-473120	
Taxpayer's assessment as established by assessor - Value as determined in a waiver of BOR hearing \$ 18,010,500	
Property owner's opinion of value \$ 8,860,000	
Basis for request To take matter directly to Circuit Court as the 2020 and 2021 matters are currently in litigation.	
Date Notice of Intent to Appear at BOR was given 09-08-2022	Date Notice of Intent to Appear at BOR was completed and submitted 09-12-2022

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Brandon Caplena
Requestor's / Agent's Signature

*If agent, attach signed Agent Authorization Form, PA-105

Decision
 Approved Denied

Reason

Brandon Caplena
Board of Review

9-12-2022
Date

Taxpayer advised **9-13-2022 via certified mail**
Date

PLAINTIFF'S EXHIBIT A

II

R. O. No. 89 - 22 - 23. By CITY CLERK. December 5, 2022.

Submitting a Summons and Complaint in the matter of Wal-Mart Real Estate Business Trust vs. City of Sheboygan.

FP

CITY CLERK

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**Wal-Mart Real Estate Business Trust vs. City of
Sheboygan**Electronic Filing
Notice**Case No. 2022CV000590
Class Code: Money Judgment

FILED

11-10-2022

Sheboygan Co

Clerk of Circuit Court

2022CV000590

Honorable Kent Hoffmann

Branch 2

Item 11.

CITY OF SHEBOYGAN
SUITE 100
828 CENTER AVENUE
SHEBOYGAN WI 53081

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Pro Se opt-in code: cde48a

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If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: November 10, 2022

FILED
11-10-2022

Item 11.

Sheboygan County
Clerk of Circuit Court
2022CV000590
Honorable Kent Hoffmann
Branch 2STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY
-----WAL-MART REAL ESTATE BUSINESS TRUST
C/O WAL-MART STORES, INC.
702 SW 8th Street,
Bentonville, Arkansas 72716,

Plaintiff,

v.

Case No.: 22-CV-
Case Code: 30301
(Money Judgment: Over \$10,000)CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100,
Sheboygan, Wisconsin 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 10th day of November, 2022.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: Electronically signed by Christopher L. Strohbahn

CHRISTOPHER L. STROHBEL

State Bar No. 1041495

cstrohbahn@grgblaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

Facsimile: 414-271-7680

FILED
11-10-2022Sheboygan County
Clerk of Circuit Court
2022CV000590
Honorable Kent Hoffmann
Branch 2

Item 11.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST
C/O WAL-MART STORES, INC.
702 SW 8th Street,
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Defendant.

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7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief - Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2022 was no higher than \$8,860,000.

10. The 2022 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2022 was excessive.

11. Walmart is entitled to a refund of 2022 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief - Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

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Third Claim for Relief - Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2022 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart's right to a reduction in the 2022 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2022 value of the Property from \$18,010,500 to \$8,860,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2022 was no higher than \$8,860,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 10th day of November, 2022.

GIMBEL, REILLY, GUERIN & BROWN LLP

By: Electronically signed by Christopher L. Strohbehn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

cstrohbehn@grgblaw.com

RUSSELL J. KARNES

State Bar No. 1054982

rkarnes@grgblaw.com

Attorneys for Plaintiff

POST OFFICE ADDRESS:

330 East Kilbourn Avenue, Suite 1170

Milwaukee, Wisconsin 53202

Telephone: 414-271-1440

Facsimile: 414-271-7680

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality City of Sheboygan	County Sheboygan
Requestor's name Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc	Agent name (if applicable) Gimbel, Reilly, Guerin & Brown LLP
Requestor's mailing address PO Box 8050, Bentonville, AR 72716	Agent's mailing address 330 E. Kilbourn Avenue, Suite 1170 Milwaukee, WI 53202
Requestor's telephone number (479) 204-3830	Agent's telephone number (414) 271-1440
Requestor's e-mail address brandon.caplena@walmart.com	Agent's e-mail address dstrohbehn@grgblaw.com / rkarnese@grgblaw.com
Property address 3711 South Taylor Drive, Sheboygan, WI 53081	
Tax parcel description or parcel number 59281-473120	
Taxpayer's assessment as established by assessor - Value as determined upon waiving of BOR hearing \$ 18,010,500	
Property owner's opinion of value \$ 8,860,000	
Basis for request To take matter directly to Circuit Court as the 2020 and 2021 matters are currently in litigation.	
Date Notice of Intent to Appear at BOR was given 09-08-2022	Date Request for Waiver of BOR Hearing was completed and submitted 09-12-2022

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

Brandon Caplena
Requestor's / Agent's Signature

*If agent, attach signed Agent Authorization Form, PA-105

Decision
 Approved Denied

Reason

Brandon Caplena
Board of Review
Vinc Chiar

9-12-2022
Date

Taxpayer advised **9-13-2022 via certified mail**
Date

PLAINTIFF'S EXHIBIT A

**CITY OF SHEBOYGAN
R. O. 78-23-24**

BY CITY CLERK.

DECEMBER 4, 2023.

Submitting a Summons and Complaint in the matter of Walmart Real Estate Business Trust c/o Wal-Mart Stores, Inc. vs. City of Sheboygan.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Walmart Real Estate Business Trust c/o Wal-Mart Stores,
Inc. vs. City of Sheboygan**Electronic Filing
Notice**Case No. 2023CV000596
Class Code: Money JudgmentFILED
11-09-2023
Sheboygan County
Clerk of Circuit Court
2023CV000596
Honorable Angela W.
Sutkiewicz
Branch 3

Item 11.

CITY OF SHEBOYGAN
828 CENTER AVENUE, SUITE 100
SHEBOYGAN WI 53081

Case number 2023CV000596 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 92a0d2

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: November 10, 2023

FILED
11-09-2023
Sheboygan County
Clerk of Circuit Court
2023CV000596
Honorable Angela W.
Sutkiewicz
Branch 3

Item 11.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST
C/O WAL-MART STORES, INC.
702 SW 8th Street,
Bentonville, Arkansas 72716,

Plaintiff,

v.

CASE NO.: 23-CV-
CASE CODE: 30301
(MONEY JUDGEMENT:
Over \$10,000)

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100,
Sheboygan, Wisconsin 53081,

Defendant.

SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

You are hereby notified that the plaintiff above named has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes. The answer must be sent or delivered to the court, whose address is 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Mallery s.c., plaintiff's attorneys, whose address is 731 North Jackson Street, Suite 900, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

If you do not provide a proper answer within twenty (20) days, the court may grant judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 9th day of November, 2023.

MALLERY, S.C.

By: *s/ Christopher L. Strohbehn*
CHRISTOPHER L. STROHBEHN
State Bar No. 1041495
Email: cstrohbehn@mallerysc.com
RUSSELL J. KARNES
State Bar No. 1054982
Email: rkarnes@mallerysc.com
SAMANTHA S. BAILEY
State Bar No. 1118995
Email: sbailey@mallerysc.com

P.O. ADDRESS:

731 North Jackson Street, Suite 900
Milwaukee, Wisconsin 53202
Telephone: 414-271-2424
Facsimile: 414-271-8678

FILED
11-09-2023
Sheboygan County
Clerk of Circuit Court
2023CV000596
Honorable Angela W.
Sutkiewicz
Branch 3

Item 11.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST
C/O WAL-MART STORES, INC.
702 SW 8th Street,
Bentonville, Arkansas 72716,

Plaintiff,

v.

CASE NO.: 23-CV-
CASE CODE: 30301
(MONEY JUDGEMENT:
Over \$10,000)

CITY OF SHEBOYGAN,
828 Center Avenue, Suite 100,
Sheboygan, Wisconsin 53081,

Defendant.

COMPLAINT

Plaintiff, Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc., (“Walmart”), by its attorneys Mallery, s.c., for its complaint against defendant, City of Sheboygan (“the City”), alleges as follows:

Nature of Action and Parties

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this Court that the 2023 value with respect to the parcel of real property in the City known as parcel #59281-479120 (“the Property”), is no more than \$9,380,000 and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2023, plus statutory interest.

2. Walmart is a foreign corporate entity duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8th Street, Bentonville, Arkansas 72716. Walmart is the owner of the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

Background Facts

5. The 2023 value of the Property was set by the City Assessor's office at \$18,010,500.

6. Walmart timely filed an objection to the 2023 assessment of the Property with the City's Board of Review ("BOR") pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of Wis. Stat. §70.37(3). A copy of the Waiver is attached as Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

First Claim for Relief – Excessive Tax Assessment

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2023 was no higher than \$9,380,000.

10. The 2023 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2023 was excessive.

11. Walmart is entitled to a refund of 2023 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Second Claim for Relief – Non-Uniform Tax Assessment

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2023 was no higher than \$9,380,000.

14. Upon information and belief, the 2023 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2023 taxes paid as may be determined to be due to Walmart, plus statutory interest.

Third Claim for Relief – Declaratory Judgment

16. The allegations of paragraphs 1-15 are incorporated as if fully re-alleged herein.

17. As alleged above, the City's BOR delegated its authority to determine the 2023 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart's right to a reduction in the 2023 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2023 value of the Property from \$18,010,500 to \$9,380,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

- A. A determination that the value of the Property as of January 1, 2023 was no higher than \$9,380,000.
- B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.
- C. An award of all litigation costs incurred by Walmart in this action, including the reasonable fees of its attorneys; and
- D. Any such other and further relief as the Court deems appropriate and just.

Dated this 9th day of November, 2023.

MALLERY, S.C.

By: s/ Christopher L. Strohbehn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

Email: cstrohbehn@mallerysc.com

RUSSELL J. KARNES

State Bar No. 1054982

Email: rkarnes@mallerysc.com

SAMANTHA S. BAILEY

State Bar No. 1118995

Email: sbailey@mallerysc.com

P.O. ADDRESS:

731 North Jackson Street, Suite 900

Milwaukee, Wisconsin 53202

Telephone: 414-271-2424

Facsimile: 414-271-8678

Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1st class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."


NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.

NOTE: Request for Waiver must be presented prior to the commencement of the hearing.

Municipality City of Sheboygan	County Sheboygan
Requestor's name Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc.	Agent name (if applicable):* Mallery s.c.
Requestor's mailing address PO Box 8050, Bentonville, AR 72716	Agent's mailing address 731 N. Jackson Street, Suite 900 Milwaukee, WI 53202
Requestor's telephone number (479) 204 - 3835 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number (414) 271 - 2424 <input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address brandon.caplana@walmart.com	Agent's email address cstrohbehn@mallerysc.com / rkarnes@mallerysc.com

Property address 3711 South Taylor Drive, Sheboygan, WI 53081	
Legal description or parcel number 59281-473120	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing \$ 18,653,800	
Property owner's opinion of value \$ 8,860,000	
Basis for request To take matter directly to Circuit Court as the 2020 and 2021 matters are currently in litigation.	
Date Notice of Intent to Appear at BOR was given 09 - 12 - 2023	Date Objection Form was completed and submitted 09 - 12 - 2023

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

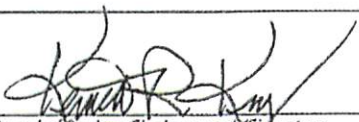

Requestor's / Agent's Signature

*If agent, attach signed Agent Authorization [Form, PA-105](#)

Decision

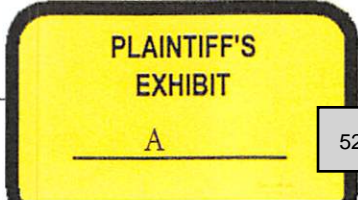
Approved Denied

Reason _____


Board of Review Chairperson's Signature

9-13-2023
Date

Taxpayer advised 9-13-2023
Date



R. O. No. 8 - 23 - 24. By CITY CLERK. June 5, 2023.

Submitting a Summons and Complaint in the matter of Wisconsin Consumer Credit vs. Eduardo Angel Hernandez et al.

FAP

CITY CLERK

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Wisconsin Consumer Credit vs. Eduardo Angel Hernandez et al

Electronic Filing Notice

Case No. 2023CV000274
Class Code: Money Judgment

FILED
05-18-2023
Sheboygan
Clerk of Circuit Court
2023CV000274
Honorable Angela W. Sutkiewicz
Branch 3

Item 11.

SHEBOYGAN POLICE DEPARTMENT
1315 N. 23RD ST.
SHEBOYGAN WI 53081

Case number 2023CV000274 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at http://efiling.wicourts.gov/ and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 9ee897

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: May 18, 2023

Process Server [Signature]
Date: 5/19/23 Time: 1:59 am
() Personal () Substitute
() Posted () Corporate

FILED
05-18-2023
Sheboygan
Clerk of Circuit Court
2023CV000274
Honorable Angela W.
Sutkiewicz
Branch 3

Item 11.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

WISCONSIN CONSUMER CREDIT
W5073 COUNTY ROAD O
P.O. BOX 298
PLYMOUTH, WI 53073

Plaintiff, **CASE NO.**

v.

EDUARDO ANGEL HERNANDEZ
1429 ERIE AVE.
SHEBOYGAN, WI 53081

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST.
SHEBOYGAN, WI 53081

DEPOT AUTO SERVICE AND TOWING, INC.
1131 PENNSYLVANIA AVE
SHEBOYGAN, WI 53081

THOMAS GRAEFE
W2137 SHAMROCK DR
SHEBOYGAN, WI 53083

Defendants.

SUMMONS

Money Judgment: Case Code 30301
The amount claimed exceeds \$10,000.00

AND

Case Code: Other Contracts 30303
WIS. STAT. §810 REPLEVIN

THE STATE OF WISCONSIN,

To each person named above as a defendant:

You are hereby notified that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

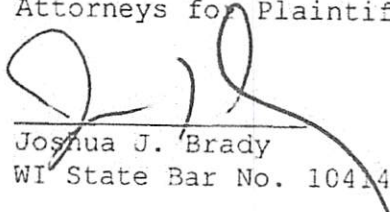
Within **20 days** of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer

that does not follow the requirements of the statutes. The answer must be sent or delivered to the Court, which address is Sheboygan County Courthouse, 615 N 6th Street, Sheboygan, WI 53081, and to Galanis, Pollack, Jacobs & Johnson, S.C., plaintiff's attorneys, whose address is 413 N. 2nd Street, Suite 150, Milwaukee, WI 53203. You may have an attorney help or represent you.

If you do not provide a proper answer within **20 days**, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

DATED at Milwaukee, Wisconsin, on May 17, 2023.

GALANIS, POLLACK, JACOBS & JOHNSON, SC
Attorneys for Plaintiff



Joshua J. Brady
WI State Bar No. 1041428

P. O. Address:
413 N. 2nd Street
Suite 150
Milwaukee, WI 53203
Telephone: (414) 271-9556
jbrady@gpjlaw.com

FILED
05-18-2023
Sheboygan
Clerk of Circuit Court
2023CV000274
Honorable Angela W.
Sankiewicz
Branch 3

Item 11.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

WISCONSIN CONSUMER CREDIT
W5073 COUNTY ROAD O
P.O. BOX 298
PLYMOUTH, WI 53073

Plaintiff, **CASE NO.**

v.

EDUARDO ANGEL HERNANDEZ
1429 ERIE AVE.
SHEBOYGAN, WI 53081

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST.
SHEBOYGAN, WI 53081

DEPOT AUTO SERVICE AND TOWING, INC.
1131 PENNSYLVANIA AVE
SHEBOYGAN, WI 53081

THOMAS GRAEFE
W2137 SHAMROCK DR
SHEBOYGAN, WI 53083

Defendants.

COMPLAINT

Money Judgment: Case Code 30301
The amount claimed exceeds \$10,000.00

AND

Case Code: Other Contracts 30303
WIS. STAT. §810 REPLEVIN

Plaintiff, Wisconsin Consumer Credit ("WCC"), by its attorneys, Galanis, Pollack, Jacobs & Johnson, S.C., as and for a cause of action against the defendants above named, alleges and shows to the court as follows:

1. Plaintiff, Wisconsin Consumer Credit is a domestic corporation licensed to conduct business activities in Wisconsin and elsewhere, and conducts the activities as stated herein at the address in the caption.

2. The defendant, Eduardo Angel Hernandez (hereinafter "Defendant"), is an adult resident of Wisconsin whose last known address is shown in the caption.

3. The defendant, Sheboygan Police Department (hereinafter "Sheboygan Police Department"), is a municipal police department located at the address shown in the caption.

4. The defendant, Depot Auto Service and Towing, Inc. is a domestic corporation licensed to conduct business activities in Wisconsin, and conducts the activities as stated herein at the address in the caption. Thomas Graefe is listed as Registered Agent for the purposes of service of process.

5. The defendant, Thomas Graefe (hereinafter "Defendant"), is an adult resident of Wisconsin whose last known address is shown in the caption.

6. Further, upon information and belief, the defendant resides in and/or the transactions were entered in Sheboygan County, State of Wisconsin, and this court accordingly has jurisdiction and venue over this litigation.

FIRST CAUSE OF ACTION
AS TO EDUARDO ANGEL HERNANDEZ ONLY
[REPLEVIN PURSUANT TO WIS. STAT. CH. §810]

7. Plaintiff repeats and realleges the averments made herein in paragraphs one (1) through five (5).

8. On April 8, 2022, Defendant purchased a 2017 Subaru Outback - VIN: 4S4BSANC5H3333389 ("Vehicle") from Van Horn Motors of Sheboygan, Inc., 3512 Wilgus Ave., Sheboygan, WI 53081 ("Seller") Defendant

entered into and signed a Retail Installment Sale Contract ("Installment Agreement"), a copy of which is attached hereto as Exhibit A.

9. On that same day, Seller assigned all rights and interests in the Installment Agreement and the vehicle to Plaintiff as listed in the assignment clause in Exhibit A. Plaintiff is the holder in due course of the underlying contract identified herein. Further, proof of Plaintiff's security interest is attached hereto as Exhibit B.

10. Defendant defaulted on the terms of said Installment Agreement by failing to make monthly installment payments in the amount of \$610.00 when due.

11. Defendant has no right to receive a notice of right to cure default as the amount financed of \$28,482.98 is specifically excluded from the consumer act by Wisconsin statute §421.202(6).

12. Defendant has no right to redeem the property as provided under Sec. 425.208 Wis. Stats. As of the date of the preparation of this complaint, the amount past due is itemized as follows:

PAST DUE			
<u>INSTALLMENTS</u>	:	11/23/22	\$610.00
		12/23/22	610.00
		01/23/23	610.00
		02/23/23	610.00
		03/23/23	610.00
		04/23/23	610.00
		Late Charges:	\$ 40.00
			\$3,700.00

Further, if tender is made on or after any subsequent monthly due date, the additional installment then due; and if the collateral is not insured, that would be another basis for a default upon the cont Installment Agreement.

13. That attached hereto as an Exhibit C and incorporated herein by reference, is the Payment History relative to the defendant's account with the plaintiff and evidence of the payment default.

14. That pursuant to the contract and because of the default of the defendant heretofore alleged, the plaintiff, WCC, is entitled to the right, title and possession of such collateral for the purpose of disposing of the same in accordance with the law.

SECOND CAUSE OF ACTION
AS TO EDUARDO ANGEL HERNANDEZ ONLY
[MONEY JUDGMENT]

15. Plaintiff repeats and realleges the averments made herein in paragraphs one (1) through fourteen (14).

16. Upon information and belief, further defaulted by failing to protect Plaintiff's security interest in the collateral.

17. The Defendant is liable for the amount owed and is in default on the Installment Agreement for failing to make payments when due on or after November 23, 2022. The Defendant is presently in arrears on payments totaling \$3,700.00, including \$40.00 in late charges through the April 23, 2023 installment.

18. If another payment should become due after the preparation of this complaint, then any default amounts alleged herein are amended to include the additional installment.

19. That the terms of the Installment Agreement have been defaulted upon pursuant to a failure to make timely payments as required on or after November 23, 2022. That attached hereto as an Exhibit C and incorporated herein by reference, is the Payment History relative to the defendant's account with the plaintiff and evidence of the payment default.

20. The unpaid balance due on the Installment Agreement is \$29,416.43, computed through May 17, 2023, plus per diem interest thereafter.

21. That, pursuant to the Installment Agreement and because of the payment default heretofore alleged, the plaintiff is entitled to the entry of a money judgment in the amount of \$29,416.43.

THIRD CAUSE OF ACTION
AS TO SHEBOYGAN POLICE DEPARTMENT
[NON-CONSUMER ACT REPLEVIN/CONVERSION]

22. Plaintiff repeats and realleges the averments made herein in paragraphs one (1) through twenty-one (21).

23. Upon Information and belief, the Vehicle was towed by the Sheboygan Police Department, or by an agent acting on behalf of or at the direction of the Sheboygan Police Department.

24. The Plaintiff is in receipt of a notice dated March 1, 2023 indicating that the Sheboygan Police Department towed the Vehicle pursuant to having deemed the Vehicle abandoned. A copy of the notice dated March 1, 2023 is attached hereto as Exhibit D.

25. That the notice dated March 1, 2023 mailed by the Sheboygan Police Department, provided the defendant actual notice of Plaintiff's claim with respect to Plaintiff's lienholder rights and claims as to the Vehicle.

26. That there has not been any prejudice to the Sheboygan Police Department by any alleged delay or failure to give the requisite notice as stated in §893.80(1d)(a).

27. That the notice attempts to provide ten (10) days for a lienholder to claim the Vehicle, relying upon Municipal Ordinance 118-279.

28. Further upon information and belief, the Sheboygan Police Department utilized Depot Auto Service and Towing, Inc. to remove the vehicle, and the towing company is required to follow Wisconsin Statute §779.415(2) which requires notice be provided to the lienholder at least twenty (20) days prior to sale or junking of a vehicle.

29. The Sheboygan Police Department purposely omitted the towing company information to try and circumvent the Wisconsin Statutory requirements and timelines for the sale or junking of the vehicle.

30. Further, the Sheboygan Police Department had not provided Plaintiff an amount of the towing lien, or an amount of any storage lien being asserted, therefore the notice of towed vehicle was defective as to content.

31. That the Plaintiff was not properly notified of a valid and enforceable towing and storage lien as the notice provided failed to allow the necessary timelines as authorized in §779.415(2). Therefore the towing and storage lien is not a primary lien to the plaintiff's perfected security interest.

32. That when a municipal statute and state statute contradict each other, the state statute will dictate the timelines and process.

33. Upon information and belief the Vehicle was sold or junked by the Sheboygan Police Department, or by Depot Auto Service and Towing, Inc. acting on behalf of or at the direction of the Sheboygan Police Department, converted for their own use, or converted for the use of others.

34. That because of the actions of the Sheboygan Police Department, Plaintiff is entitled to entry of replevin judgment for possession of the collateral.

FOURTH CAUSE OF ACTION
AS TO DEPOT AUTO SERVICE AND TOWING, INC.
[NON-CONSUMER ACT REPLEVIN/CONVERSION]

35. Plaintiff repeats and realleges the averments made herein in paragraphs one (1) through thirty-four (34).

36. The plaintiff believes the Motor vehicle described as a **2017 Subaru Outback - VIN: 4S4BSANC5H3333389** ["Vehicle"] is located at the addresses for Depot Auto Service and Towing, Inc.

37. Depot Auto Service and Towing, Inc. [Hereinafter Tow Co.] is wrongfully detaining the Vehicle.

38. Plaintiff is entitled to the immediate possession of the Vehicle.

39. That the Vehicle has not been taken for a tax, assessment or fine or seized under any execution or attachment against the property of plaintiff.

40. The value of the Vehicle is estimated to be \$21,000.00 if not damaged.

41. The cause of the detention, according to the plaintiff's best knowledge is that Tow Co. purports to have a Towing and Storage lien pursuant to Wis. Stat. §779.415.

42. That the plaintiff was not properly notified of a valid and enforceable towing and storage lien within 30 days of Tow Co. taking possession as required pursuant to §779.415(1m). Therefore the towing and

storage lien is not a primary lien to the plaintiff's perfected security interest.

43. If notification was timely mailed by the Tow Co., the amount being sought exceeded the maximum amount statutorily available as \$100.00 for a tow lien and \$600.00 for a storage lien pursuant to Wis. Stat. §779.415(1) (a).

44. Tow Co. has converted the vehicle for their own use without authority to do so as they do not have a timely or valid towing or storage lien.

45. That Tow Co. is restricted from selling the motor vehicle until the dispute outlined in this litigation is resolved, or otherwise settled.

46. That if the Vehicle were sold by either defendant, converted for their own use, or converted for the use of others; the plaintiff is entitled to entry of judgment for money as to the Tow Co. for the amount obtained over the maximum statutory liens.

47. That the plaintiff hereby makes a statutory offer of settlement pursuant to Wis. Stat. §807.01(3) to pay the Tow Co. the maximum amount of \$700.00 as allowable for a towing and storage lien. A failure to accept the settlement offer within 10 days will hereby allow the plaintiff to pursue remedies outlined in said statute.

FIFTH CAUSE OF ACTION
AS TO SHEBOYGAN POLICE DEPARTMENT & DEPOT AUTO SERVICE AND TOWING,
INC.
[MONEY JUDGMENT]

48. Plaintiff repeats and realleges the averments made herein in paragraphs one (1) through thirty-four (34).

49. That because of the actions of the Sheboygan Police Department and Depot Auto Service and Towing, Inc., Plaintiff is entitled to entry of judgment the amount for the value of the collateral so disposed not to exceed the balance owed of \$29,416.43 against the Sheboygan Police Department and Depot Auto Service and Towing, Inc, jointly and severally.

SIXTH CAUSE OF ACTION
AS TO THOMAS GRAEFE
[NON-CONSUMER ACT REPLEVIN/CONVERSION]

38. Plaintiff repeats and realleges the averments made herein in paragraphs one (1) through thirty-seven (37).

39. Possessor, Thomas Graefe ["Possessor"] is in possession of the **2017 Subaru Outback - VIN: 4S4BSANC5H3333389** ["Vehicle"].

40. Possessor is wrongfully detaining the Collateral.

41. Plaintiff is entitled to the immediate possession of the Vehicle.

42. That the Vehicle has not been taken for a tax, assessment or fine or seized under any execution or attachment against the property of plaintiff.

43. The cause of the detention, according to the Plaintiff's best knowledge is unknown.

44. The value of the Vehicle is estimated to be \$21,000.00.

45. The plaintiff believes the Vehicle may be located at the address for the defendant, Thomas Graefe.

46. That the plaintiff's lien on the Vehicle would remain in place and security enforceable is there has been any transfer of said Vehicle.

47. That because of the actions of the Thomas Graefe, Plaintiff is entitled to entry of replevin judgment for possession of the collateral.

WHEREFORE, plaintiff demands judgment against the defendants, as follows:

(1) As to the **First Cause of Action**, as to Eduardo Angel Hernandez, For the possession of, or the recovery of possession of the **2017 Subaru Outback - VIN: 4S4BSANC5H3333389** subject to the security agreement or, the value thereof in case a delivery cannot be had, and of damages for the detention; to the date of entry of judgment; and

(2) As to the **Second Cause of Action**, as to Eduardo Angel Hernandez, the sum of \$29,416.43, principal, fees and interest, computed through May 17, 2023, plus per diem interest per day thereafter; and

(3) As to the **Third Cause of Action**, as to the Sheboygan Police Department, For the possession of, or the recovery of possession of the **2017 Subaru Outback - VIN: 4S4BSANC5H3333389** subject to the security agreement or, the value thereof in case a delivery cannot be had, and of damages for the detention; to the date of entry of judgment; and

(4) As to the **Fourth Cause of Action**, as to Depot Auto Service and Towing, Inc., For the possession of, or the recovery of possession of the **2017 Subaru Outback - VIN: 4S4BSANC5H3333389** subject to the security agreement or, the value thereof in case a delivery cannot be had, and of damages for the detention; to the date of entry of judgment; and

(5) As to the **Fifth Cause of Action**, as to the Sheboygan Police Department and Depot Auto Service and Towing, Inc., jointly and severally, the sum of \$29,416.43, principal, fees and interest, computed through May 17, 2023, plus per diem interest per day thereafter; and

(6) As to the **Sixth Cause of Action**, as to Thomas Graefe and Towing, Inc., For the possession of, or the recovery of possession of the **2017 Subaru Outback - VIN: 4S4BSANC5H3333389** subject to the security agreement or, the value thereof in case a delivery cannot be had, and of damages for the detention; to the date of entry of judgment; and

(7) For the costs and expenses, including court costs, and the reasonable expenses of retaking, holding, preparing for sale or lease, selling, leasing and the like, and reasonable attorneys' fees and legal expenses incurred by the Plaintiff, to the extent provided for in the Note and not otherwise prohibited by law; and

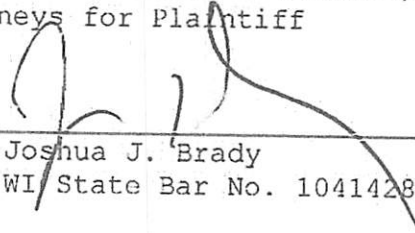
(8) That the Wisconsin Department of Transportation is directed to issue certificate of title for the **2017 Subaru Outback - VIN: 4S4BSANC5H3333389** in the name of the plaintiff.

(9) For the taxable costs and disbursements of the action.

Dated: May 17, 2023.

GALANIS, POLLACK, JACOBS & JOHNSON, SC
Attorneys for Plaintiff

By


Joshua J. Brady
WI State Bar No. 1041428

P. O. Address:
413 N. 2nd Street
Suite 150
Milwaukee, WI 53203
Telephone: (414) 271-9556
jbrady@gpjlaw.com

FAIR DEBT COLLECTION PRACTICES ACT DISCLOSURE
15 U.S.C. SECTION 1692, AS AMENDED

1. Galanis, Pollack, Jacobs & Johnson, S.C. is a law firm/debt collector representing a creditor in the collection of a debt that you owe to said creditor. We are attempting to collect such debt and any information obtained from you will be used for that purpose.
2. The name and address of the creditor that the law firm represents is:

WISCONSIN CONSUMER CREDIT
W5073 COUNTY ROAD O
P.O. BOX 298
PLYMOUTH, WI 53073
3. The debt that the law firm is attempting to collect is described in the attached Complaint and Exhibits.
4. The total amount due by Eduardo Angel Hernandez on the total debt as of May 17, 2023 was \$29,416.43. Since interest, late charges and other charges may vary from day to day, the amount of the debt on the day you pay may be greater. Hence, if you pay the amount stated above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection.
5. Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt of this notice, we will assume the debt to be valid.
6. If you notify us that you are disputing the debt, or any portion thereof, within thirty (30) days after receipt of this notice, we will obtain verification of the debt or a copy of the judgment against you, and a copy of such verification or judgment will be provided in writing to you.
7. If the original creditor is different from the present creditor and within thirty (30) days after receipt of this notice, you request the name and address of such original creditor, we will obtain that information, and that information will be mailed to you.
8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying notice, the law requires us to suspend our efforts to collect the debt until we provide the requested information to you.
9. All written requests should be addressed to Galanis, Pollack, Jacobs & Johnson, S.C., 413 N. 2nd Street, Suite 150, Milwaukee, WI 53203.

ILAW 553-WI 7/21

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

Seller Name and Address: HORN MOTORS OF SHEBOYGAN, INC., 2512 WISCONSIN AVE, SHEBOYGAN, WI 53081

Buyer Name and Address: EDUARDO ANGEL HERRANDEZ, 1425 EAST AVE, SHEBOYGAN, WI 53081

Vehicle: SUBARU OUTBACK, VIN: 4S1BAC5K333202

Price: \$28,000.00

Finance Charge: \$1,425.00

Total Amount: \$29,425.00

APR: 15.25%

Monthly Payment: \$610.00

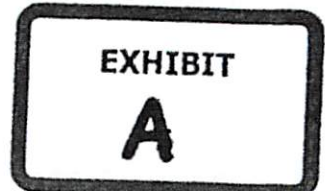
Term: 60 months

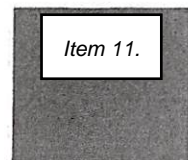
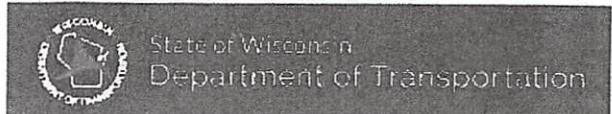
First Payment Due: 05/23/2022

Buyer Signature: Eduardo Herrandez

Seller Signature: [Signature]

Date: 05/18/2022





Lien Holder Results

VIN: 4S4BSANC5H3333389

Year: 2017

Make: SUBARU

Paper title delivered to the lien holder.

WISCONSIN CONSUMER CREDIT INC

Lien Holder: WISCONSIN CONSUMER CREDIT INC

Address: PO BOX 298
PLYMOUTH WI 53073-0298

Date Listed: 05/09/2023

Back

Exit

Version A

Item 11.



Account Payment History												
Signer:		EDUARDO ANGEL HERNANDEZ										
Co-Signer:												
Account #		[REDACTED]										
Term		72.00										
Payment Due Date	Amount Due \$	Date Pymnt made w/in Due Date Grace	Date Pymnt made outside of due date	Amount Tendered \$	Principal	Interest	Fees Paid	Fees	Credits Being Used	Monthly Payment Balance	From Pymnt Due Date	Grace Period End Date
5/23/2022	\$610.00	5/5/2022		610.00	288.70	321.30	0.00			0.00	05/23/22	06/02/22
6/23/2022	\$610.00	5/23/2022		610.00	397.96	212.04				0.00	06/23/22	07/03/22
7/23/2022	\$610.00	6/24/2022		610.00	238.48	371.52				0.00	07/23/22	08/02/22
8/23/2022	\$610.00	7/23/2022		610.00	276.21	333.79				0.00	08/23/22	09/02/22
9/23/2022	\$610.00	9/23/2022		610.00	0.00	610.00				0.00	09/23/22	10/03/22
10/23/2022	\$610.00	10/23/2022		610.00	171.20	438.80				0.00	10/23/22	11/02/22
11/23/2022	\$610.00									610.00	11/23/22	12/03/22
12/23/2022	\$610.00							10		610.00	12/23/22	01/02/23
1/23/2023	\$610.00							10		610.00	01/23/23	02/02/23
2/23/2023	\$610.00							10		610.00	02/23/23	03/05/23
3/23/2023	\$610.00							10.00		610.00	03/23/23	04/02/23
4/23/2023	\$610.00							10.00		610.00	04/23/23	05/03/23
Total	7,320.00			3,660.00	1,372.55	2,287.45	0.00	40.00				
						3,660.00						
Payments Due	7,320.00											
Payments Made	3,660.00											
System Adj												
Amount Behind	3,660.00											
Late/NSF Fees	40.00											
Other Fees												
Fees Paid	0.00											
Total Due	\$3,700.00											
Amount Financed	\$28,482.98											
Principal Paid to Date	\$1,372.55											
Total Principal Due	\$27,110.43											
Total Outstanding Interest as of 5/11/23	\$2,266.00											
Total Fees Due	\$40.00											
Additional Charges												
Total Due on Account	\$29,416.43											
Contract cancellations												
Sale Price												
MONEY MGMT												

March 1, 2023

Wisconsin Consumer Credit
W5073 County Road O
Plymouth, WI 53073

EXHIBIT

D

Case Number: C23-01859
Year: 2017
Vehicle Make: SUBARU
Model: OUTBACK
Color: WHITE
VIN #: 4S4BSANC5H3333389
Towed By: DEPOT TOWING

To Whom It May Concern:

Please be advised that the above-described vehicle, a **2017 Subaru Outback**, has been removed by the Sheboygan Police Department from **1130 N 10th St.** under the authority of the Vehicle Abandonment Ordinance #118-276. The vehicle is now being held at the City's contract salvage yard.

Failure of the owner or lien holder of the vehicle to exercise their rights to claim the vehicle as per Municipal Ordinance #118-279 shall be deemed a waiver of all rights, title and interest in the vehicle and a consent to the sale of the vehicle by the contract towing service. If your vehicle is unlicensed, it will continue to be deemed abandoned even after you reclaim the vehicle for as long as it is unlicensed. If your vehicle is unlicensed and is found parked upon public property within the city, it may be removed without providing new advanced notice.

Each retained vehicle not re-claimed within 10 days of this certified mail notice being sent to the last titled owner/lien holder will be disposed of as per Municipal Ordinance #118-279, said 10-day period ends **03/11/2023**.

If you feel this letter has been generated in error, please contact the Sergeant of Administration, Sergeant Andy Kunding at 920-459-3352.

Sincerely,

CHRISTOPHER D. DOMAGALSKI
CHIEF OF POLICE

ANDREW S. KUNDINGER
SERGEANT OF ADMINISTRATION

SBC:cnk

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**Wisconsin Consumer Credit vs. Eduardo Angel Hernandez et al **Electronic Filing Notice**Case No. 2023CV000274
Class Code: Money Judgment**FILED****05-18-2023****Sheboygan****Clerk of Circuit Court****2023CV000274****Honorable Angela W.
Sutkiewicz****Branch 3**

Item 11.

DEPOT AUTO SERVICE AND TOWING, INC.
1131 PENNSYLVANIA AVE.
SHEBOYGAN WI 53081

Case number 2023CV000274 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 9ee897

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: May 18, 2023

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**Wisconsin Consumer Credit vs. Eduardo Angel Hernandez et al **Electronic Filing Notice**Case No. 2023CV000274
Class Code: Money Judgment**FILED****05-18-2023****Sheboygan****Clerk of Circuit Court****2023CV000274****Honorable Angela W.****Sutkiewicz****Branch 3**

Item 11.

EDUARDO ANGEL HERNANDEZ
1429 ERIE AVE.
SHEBOYGAN WI 53081

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Sheboygan County Circuit Court
Date: May 18, 2023

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**Wisconsin Consumer Credit vs. Eduardo Angel Hernandez et al **Electronic Filing Notice**Case No. 2023CV000274
Class Code: Money JudgmentFILED
05-18-2023
Sheboygan

Item 11.

Clerk of Circuit Court
2023CV000274
Honorable Angela W.
Sutkiewicz
Branch 3THOMAS GRAEFE
W2137 SHAMROCK DR.
SHEBOYGAN WI 53083

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If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: May 18, 2023

**CITY OF SHEBOYGAN
R. O. 95-23-24**

BY CITY CLERK.

JANUARY 15, 2024.

Submitting a Summons and Complaint in the matter of WellsFargo bank, N.A. vs. Estate of Robert W. Schultz c/o James Mulligan, Special Administrator of the Estate et al.

JAN 4 7 24 PM 2024

FILED
12-22-2023

Item 11.

Sheboygan County
Clerk of Circuit Court
2023CV000676
Honorable Angela W.
Sutkiewicz
Branch 3

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715

Plaintiff

SUMMONS
Case No.

Vs.

Case Code No. 30404

ESTATE OF ROBERT W. SCHULTZ
C/O JAMES MULLIGAN, SPECIAL
ADMINISTRATOR OF THE ESTATE
N55 W34550 KOSANKE ROAD
OCONOMOWOC, WI 53066

ROBERT JON MCDERMOTT
1014C N. NINTH STREET
SHEBOYGAN, WI 53081

VICKI JEAN MCDERMOTT
1014C N. NINTH STREET
SHEBOYGAN, WI 53081

X CITY OF SHEBOYGAN
C/O CITY ATTORNEY
828 CENTER AVENUE
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS
1014A N. 9TH STREET
SHEBOYGAN, WI 53081

AURORA MEDICAL GROUP, INC.
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703

AURORA MEDICAL CENTER
GRAFTON, LLC
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703

AURORA ADVANCED
HEALTHCARE, INC.
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703

Defendants

SUMMONS

THE STATE OF WISCONSIN

To each person named above as Defendant:

YOU ARE HEREBY NOTIFIED that the plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days, or forty-five (45) days for the State of Wisconsin, an officer or agency of the State, or sixty (60) days for the United States of America, an officer or agency of, of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the Statutes. The Answer must be sent or delivered to the Court, whose address is:

**Clerk of Courts
Sheboygan County Courthouse
615 N. 6th Street
Sheboygan, WI 53081**

And to plaintiff's attorneys, whose address is:

**Shannon K. Cummings
Johnson, Blumberg & Associates, LLC.
633 W. Wisconsin Avenue, Suite 408
Milwaukee, WI, 53203**

You may have an attorney help or represent you.

FILED
12-22-2023

Item 11.

Sheboygan County
Clerk of Circuit Court
2023CV000676
Honorable Angela W.
Sutkiewicz
Branch 3

STATE OF WISCONSIN

CIRCUIT COURT
CIVIL DIVISION

SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD.
FORT MILL, SC 29715

Plaintiff

COMPLAINT
Case No.

Vs.

Case Code No. 30404

ESTATE OF ROBERT W. SCHULTZ
C/O JAMES MULLIGAN, SPECIAL
ADMINISTRATOR OF THE ESTATE
N55 W34550 KOSANKE ROAD
OCONOMOWOC, WI 53066

ROBERT JON MCDERMOTT
1014C N. NINTH STREET
SHEBOYGAN, WI 53081

VICKI JEAN MCDERMOTT
1014C N. NINTH STREET
SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN
C/O CITY ATTORNEY
828 CENTER AVENUE
SHEBOYGAN, WI 53081

CURRENT OCCUPANTS
1014A N. 9TH STREET
SHEBOYGAN, WI 53081

AURORA MEDICAL GROUP, INC.
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703

AURORA MEDICAL CENTER
GRAFTON, LLC
C/O C T CORPORATION SYSTEM
301 S BEDFORD ST STE 1
MADISON, WI 53703

6. Subsequently, NORWEST MORTGAGE, INC merged with Wells Fargo Bank, N.A., and a true copy of the merger documents is attached as Exhibit C. Plaintiff is the current holder of said mortgage.
7. Plaintiff's counsel only recently discovered that the Warranty Deed recorded in the office of the Register of Deeds for Sheboygan County, Wisconsin on October 16, 1998, in Volume 1613, page 440 and as Document Number 1521200 and the Mortgage on the subject property is defective in that through mutual mistake the legal description of the property in the mortgage was given as:
- ALL OF THE NORTH 46' OF LOT 12, EXCEPT THE EAST 56' THEREOF AND INCLUDING THE EAST 25.75' OF THE NORTH 46' OF LOT 11, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN COUNTY, WISCONSIN.
- SUBJECT TO PROHIBITION AGAINST CONSTRUCTION OF ANY IMPROVEMENTS ON THE FOLLOWING DESCRIBED PROPERTY:
- THE WEST 3' OF THE EAST 57.5' OF THE NORTH 46' OF LOT 12, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.
- THIS RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND IS BINDING ON THE GRANTEE, HIS HEIRS AND ASSIGNS.
- SUBJECT TO PROHIBITION AGAINST CONSTRUCTION OF ANY IMPROVEMENTS ON THE FOLLOWING DESCRIBED PROPERTY:
- THE WEST 3' OF THE EAST 28.25' OF THE NORTH 46' OF LOT 11, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.
- THIS RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND IS BINDING ON THE GRANTEE, HIS HEIRS AND ASSIGNS.
8. The proper legal description of the Warranty Deed and Mortgage should have been given as follows:

ALL OF THE NORTH 46' OF LOT 12, EXCEPT THE EAST 56' THEREOF AND INCLUDING THE EAST 29.75' OF THE NORTH 46' OF LOT 11, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN COUNTY, WISCONSIN.

12. The Plaintiff has declared the note and mortgage immediately due and payable by reason of the default of the mortgagor defendant in the payments required by the note and has directed foreclosure proceedings be instituted against this defendant.
13. The property consists of real property other than a one to four unit family residence that is not owner occupied as defined by Section 846.101 of the Wisconsin statutes commonly known as 1014A N. 9th Street, Sheboygan, WI 53081. The legal description of the property is stated on the recorded mortgage and is as follows:

ALL OF THE NORTH 46' OF LOT 12, EXCEPT THE EAST 56' THEREOF AND INCLUDING THE EAST 29.75' OF THE NORTH 46' OF LOT 11, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN COUNTY, WISCONSIN.

SUBJECT TO PROHIBITION AGAINST CONSTRUCTION OF ANY IMPROVEMENTS ON THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 3' OF THE EAST 57.5' OF THE NORTH 46' OF LOT 12, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

THIS RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND IS BINDING ON THE GRANTEE, HIS HEIRS AND ASSIGNS.

SUBJECT TO PROHIBITION AGAINST CONSTRUCTION OF ANY IMPROVEMENTS ON THE FOLLOWING DESCRIBED PROPERTY:

THE WEST 3' OF THE EAST 31.25' OF THE NORTH 46' OF LOT 11, BLOCK 94, ORIGINAL PLAT, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

THIS RESTRICTION IS A COVENANT RUNNING WITH THE LAND AND IS BINDING ON THE GRANTEE, HIS HEIRS AND ASSIGNS.

TAX KEY NO: 59281104754

14. That the mortgagor defendant expressly agreed to the reduced redemption period provisions of Chapter 846 of the Wisconsin Statutes and the Plaintiff hereby elects to proceed with foreclosure pursuant to Section 846.103 of the Wisconsin Statutes with a three (3) month period of redemption, that the premises covered by the mortgage are twenty acres or less in area, and that Plaintiff hereby elects to waive judgment for any deficiency which may remain due the Plaintiff after the sale of the mortgaged premises

and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.

20. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No. 2022TJ000008 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
21. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on January 6, 2022, in Case No. 2022TJ000007 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
22. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No. 2022TJ000006 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$150.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
23. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No, 2022TJ000009 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
24. City of Sheboygan is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 6, 2022, in Case No. 2022JR000002 in favor of the City of Sheboygan and against Robert W. Schultz in the sum of \$691.00 and said interest is subject to and

30. Aurora Medical Group, Inc. is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on April 26, 2019, in Case No. 2019SC796 in favor of Aurora Medical Group, Inc. and against Robert W. Schultz in the sum of \$3,013.41 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
31. Aurora Medical Group, Inc. is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on July 25, 2018, in Case No. 2018SC1496 in favor of Aurora Medical Group, Inc. and against Robert W. Schultz in the sum of \$2,018.93 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
32. Aurora Medical Center Grafton, LLC is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on April 26, 2019, in Case No. 2019SC796 in favor of Aurora Medical Center Grafton, LLC and against Robert W. Schultz in the sum of \$3,013.41 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
33. Aurora Advanced Healthcare Inc. is a defendant in this action by virtue of an interest in the subject real estate by reason of judgment docketed in the Office of the Clerk of Courts of Sheboygan County on April 26, 2019, in Case No. 2019SC796 in favor of Aurora Advanced Healthcare Inc. and against Robert W. Schultz in the sum of \$3,013.41 and said interest is subject to and subordinate to the lien of plaintiff's real estate mortgage and said interest is sought to be terminated in this foreclosure action.
34. That the other defendants, if any, may have an interest in the premises set forth in this complaint, but that all such interests are subordinate to Plaintiff's mortgage and Plaintiff's claim made herein.

WHEREFORE, Plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with Section 846.101 of the Wisconsin Statutes which calls for a three (3) month period of redemption,

FILED
12-22-2023

Item 11.

FHA Case No. Sheboygan County
Circuit Court
2023CV000676

Wisconsin

NOTE

OCTOBER 15, 1998

[Date]

Honorable Angela W.
Sutkiewicz
Branch 3

1014A N.9TH STREET, SHEBOYGAN, WI 53081

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means NORWEST MORTGAGE, INC.

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of THIRTY SIX THOUSAND FIVE HUNDRED THREE AND 00/100

Dollars (U.S. \$ *****36,503.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of SEVEN AND ONE-HALF percent (7.500 %) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on DECEMBER 1ST, 1998. Any principal and interest remaining on the first day of NOVEMBER 2028, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at NORWEST MORTGAGE INC., P.O. BOX 5137, DES MOINES, IA 503065137 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ *****255.23. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Wisconsin Fixed Rate Note - 10/95



-1R(WI) (9601).01

VMP MORTGAGE FORMS - (800)521-7291



WITHOUT RECOURSE
PAY TO THE ORDER OF

NORWEST MORTGAGE, INC.

By *Joan M. Mills*
Joan M. Mills
Assistant Secretary

All of the North 46' of Lot 12, EXCEPT the East 56' thereof and including the East 25.75' of the North 46' of Lot 11, Block 94, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Subject to prohibition against construction of any improvements on the following described property:

The West 3' of the East 57.5' of the North 46' of Lot 12, Block 94, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

This restriction is a covenant running with the land and is binding on the Grantee, his heirs and assigns.

Subject to prohibition against construction of any improvements on the following described property:

The West 3' of the East 28.25' of the North 46' of Lot 11, Block 94, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

This restriction is a covenant running with the land and is binding on the Grantee, his heirs and assigns.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the Property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

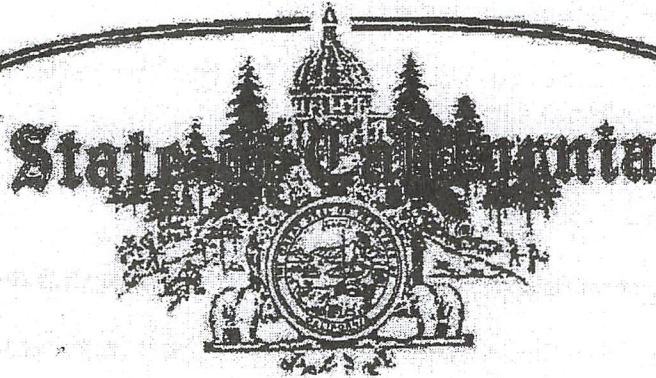
21. Attorneys' Fees. If this Security Instrument is subject to Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

- Condominium Rider
- Growing Equity Rider
- Planned Unit Development Rider
- Graduated Payment Rider
- Other [specify]

0542642

Item 11.



SECRETARY OF STATE

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

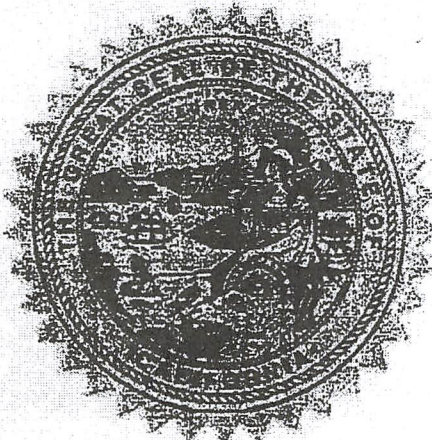
That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

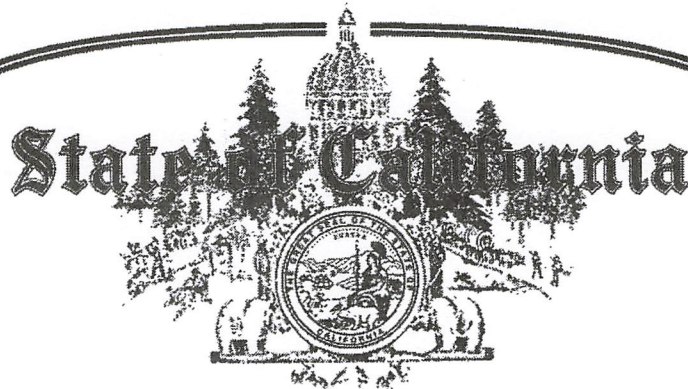
IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 11 2000

Bill Jones

Secretary of State





SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 9 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY - 5 2004



Kevin Shelley
Secretary of State

05/05/2004 11:57 FAX 415 393 8304

GD&C S.F.#2

003

5. Articles of Incorporation. The Articles of Association of WFB shall not be amended as a result of the Merger and shall be the Articles of Association of the Surviving Corporation.

6. Board of Directors. The Board of Directors of the Surviving Corporation immediately following the Effective Time shall be those persons serving as directors of WFB as of the Effective Time until the next annual meeting of the shareholders, or until such time as their successor have been elected and have qualified.

7. Officers. The officers of WFB as of the Effective Time shall be the officers of the Surviving Corporation, each of whom shall hold office in accordance with the Articles of Association and Bylaws of the Surviving Corporation for the term prescribed in the Bylaws except that (i) John G. Stumpf shall be the Chairman of the Board and Carrie L. Tolstedt shall be President of the Association, (ii) each person who is now Chairman, President, Chief Executive Officer or Executive Vice President of Mortgage Company shall be elected or appointed to such officer position, if any, of the Surviving Corporation as the Board of Directors shall determine, and (iii) each person who now holds the position of Secretary, Cashier, Treasurer, Controller, or Chief Financial Officer of Mortgage Company shall relinquish such position as of the Effective Time.

8. Effect on Outstanding Shares of Disappearing and Surviving Corporation. At the Effective Time, all outstanding shares of common stock, no par value per share, of Mortgage Company issued and outstanding immediately prior to the Effective Time shall be cancelled without consideration and cease to exist as of the Effective Time, and no securities of the Surviving Corporation or any other corporation, or any money or property, shall be issued or transferred in exchange therefor. One shareholder owns all of the outstanding shares of Mortgage Company. At the Effective Time, the outstanding shares of WFB shall remain outstanding.

9. Effect of Merger. The effect of the Merger shall be as set forth in the US Law and the CA Law. Without limiting the generality of the foregoing and subject thereto, at the Effective Time, all the properties, rights, privileges, powers and franchises of Mortgage Company and WFB shall vest in the Surviving Corporation, and all debts, liabilities and duties of Mortgage Company and WFB shall become the debts, liabilities and duties of the Surviving Corporation.

10. Further Assurances. WFB shall, from time to time, take all such actions, and execute and deliver, or cause to be executed and delivered, all such instruments and documents, as WFB may deem necessary or advisable to carry out the intent and purpose of the Merger.

11. Miscellaneous.

(a) **Governing Law.** This Agreement shall be governed by, and shall be construed and enforced in accordance with, the US Law.

(b) **Headings.** The headings and subheadings used in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.

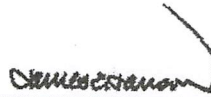
05/05/2004 11:58 FAX 415 393 8304


GD&C S.F.#2

005

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of May 4, 2004.

**WELLS FARGO BANK,
NATIONAL ASSOCIATION**

By: 
James E. Hanson
Vice President


Patricia A. Ruedenberg
Assistant Secretary

WELLS FARGO HOME MORTGAGE, INC.

By: _____

*[Signature Page to Agreement of Merger of
Wells Fargo Home Mortgage, Inc. into Wells Fargo Bank, National Association.]*

05/05/2004 11:58 FAX 415 393 8304

GD&C S.F.#2

007

**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER
OF
WELLS FARGO BANK, NATIONAL ASSOCIATION,
a national banking association**

We, James E. Hanson and Patricia A. Ruedenberg, do hereby certify:

1. That we are the duly elected and acting Vice President and Assistant Secretary, respectively, of Wells Fargo Bank, National Association, a national banking association (the "Corporation");
2. That the Agreement of Merger in the form attached and the terms thereof were duly approved by the board of directors of the Corporation;
3. That the Agreement of Merger in the form attached and the terms thereof were approved by the holders of 100% of the outstanding shares of the Corporation; and
4. That, as of the date hereof, Wells Fargo Bank had (i) 1,225,000 shares of preferred stock, with a par value of \$.01 per share authorized, of which no shares were outstanding, and (ii) 112,200,000 shares of common stock, with a par value of \$10 per share authorized, of which 52,015,261 shares of common stock were issued and outstanding.

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05/05/2004 11:59 FAX 415 393 8304

GD&C S.F.#2

009

MAY-05-2004 WED 10:12 AM WFHM LEGAL

FAX NO.

P. 08/07

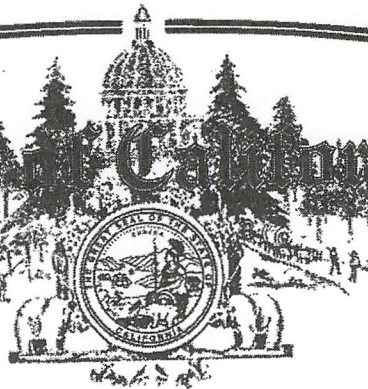
**CERTIFICATE OF APPROVAL
 OF
 AGREEMENT OF MERGER
 OF
 WELLS FARGO HOME MORTGAGE, INC.,
 a California corporation**

We, Michael J. Heid and David V. Gorscha, do hereby certify:

1. That we are the duly elected and acting Executive Vice President and Assistant Secretary of Wells Fargo Home Mortgage, Inc., a California corporation (the "Corporation");
2. That the Agreement of Merger in the form attached and the terms thereof were duly approved by the board of directors of the Corporation;
3. That the Agreement of Merger in the form attached and the terms thereof were approved by the holder of 100% of the outstanding shares of the Corporation; and
4. That, as of the date hereof, there is only one class of shares of the Corporation and the number of shares outstanding is 100.

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State of California



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY - 5 2004



Kevin Shelley
Secretary of State

FILED

12-22-2023

Sheboygan County

Clerk of Circuit Court

2023CV000676

Honorable Angela W.

Sutkiewicz

Branch 3

Item 11.

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGANWELLS FARGO BANK, N.A vs. ESTATE OF ROBERT W. SCHULTZ et al **Electronic Filing
Notice**Case No. 2023CV000676
Class Code: Foreclosure of MortgageCITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2023CV000676 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

Parties who register as electronic parties can file, receive and view documents online through the court electronic filing website. A document filed electronically has the same legal effect as a document filed by traditional means. Electronic parties are responsible for serving non-electronic parties by traditional means.

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$20.00 fee to register as an electronic party. This fee may be waived if you file a Petition for Waiver of Fees and Costs Affidavit of Indigency (CV-410A) and the court finds you are indigent under §814.29, Wisconsin Statutes.

If you are not represented by an attorney and would like to register an electronic party, you will need to enter the following code on the eFiling website while opting in as an electronic party.

Pro Se opt-in code: 3acdcb

Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

Registration is available to attorneys, self-represented individuals, and filing agents who are authorized under Wis. Stat. 799.06(2). A user must register as an individual, not as a law firm, agency, corporation, or other group. Non-attorney individuals representing the interests of a business, such as garnishees, must file by traditional means or through an attorney or filing agent. More information about who may participate in electronic filing is found on the court website.

If you have questions regarding this notice, please contact the Clerk of Circuit Court at 920-459-3068.

Sheboygan County Circuit Court
Date: December 22, 2023

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 203-23-24
TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

APRIL 8, 2024.

A RESOLUTION rescinding the twelve (12) month Tax Incremental Financing District No. 001E (TID 1E) affordable housing extension.

WHEREAS, the Common Council adopted Res. No. 70-23-24 on March 18, 2024 extending the life of TID 1E; and

WHEREAS, the Department of Revenue has rejected the extension due to TID 1E being created under § 66.1105(6)(g), Wis. Stats., which is excluded from the affordable housing extension statute.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby rescinds the twelve (12) month affordable housing extension for TID 1E.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall close TID 1E on April 15, 2024.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 204-23-24
TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

APRIL 8, 2024.

A RESOLUTION terminating the City of Sheboygan Tax Incremental District (TID) No. 001E (Northgate) and authorizing the Finance Director to distribute excess increment to overlying taxing districts.

WHEREAS, the City of Sheboygan Common Council passed Res. No. 271-01-02 creating Tax Incremental Financing (TIF) District No. 001E on August 5, 2002 and adopted a project plan in the same year; and

WHEREAS, all project costs identified in the project plan and any amendments have been fully expended within the prescribed time; and

WHEREAS, the City has collected sufficient increment with respect to the district in an amount equal to the aggregate of all project costs under the project plan and any amendments to the project plan, resulting in termination pursuant to § 66.1105(7) (a), Wis. Stats.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council and the City of Sheboygan does hereby terminate TIF District No. 001E.

BE IT FURTHER RESOLVED: That the City Clerk shall notify the Wisconsin Department of Revenue (DOR) on April 15, 2024 that the TID has been terminated, as required by § 66.1105(8)(a), Wis. Stats.

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required DOR final accounting form (PE-223) agreeing on a date by which the City of Sheboygan shall submit final accounting information to the DOR, as required by § 66.1105(8)(c), Wis. Stats.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer shall distribute any excess increment collected after providing for ongoing expenses of the TID, to the affected taxing districts with proportionate shares to be determined by the final audit by the City's auditors, Baker Tilly.

BE IT FURTHER RESOLVED: That the City of Sheboygan shall accept all remaining debts for TID No. 1E as determined by the final audit by the City's auditors, Baker Tilly.

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