



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

August 14, 2023 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 (Aldersperson Felde may attend meeting remotely)
3. Pledge of Allegiance
4. Introduction of Committee Members and Staff

MINUTES

5. Approval of Minutes - July 24, 2023

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 2-23-24 / May 1, 2023: Submitting a claim from Torke Coffee Co., Inc. for alleged damages to a vehicle when it was hit by a City garbage truck.
7. R. O. No. 129-22-23 / April 5, 2023: Submitting a claim from Yang Pao Chang for alleged damages to driveway and sidewalk due to a broken water main.
8. Res. No. 33-23-24 / August 7, 2023: A RESOLUTION authorizing the City Attorney's Office to settle the matter of *Cristy Murray v. City of Sheboygan and Mark A. Polich*, Case No. 23SE577.
9. Res. No. 34-23-24 / August 7, 2023: A RESOLUTION authorizing the appropriate City officials to execute an agreement with HeyGov, Inc., to implement forms, licenses, and applications software for the Departments of Public Works and City Clerk.
10. Res. No. 39-23-24 / August 7, 2023: A RESOLUTION transferring budgeted funds so as to pay for additional cybersecurity products provided by ACP CreativIT, LLC d/b/a Camera Corner Connecting Point and obligating American Rescue Plan Act (ARPA) funds to pay for the associated costs.

11. Res. No. 41-23-24 (DIRECT REFERRAL) by Alderpersons Mitchell and Filicky-Peneski to appoint Casey Bradley as the new City Administrator effective October 23, 2023 and authorizing the appropriate City officials to enter into an Employment Agreement with Casey Bradley.

DATE OF NEXT REGULAR MEETING

12. Next Meeting Date - August 28, 2023

ADJOURN

13. Motion to Adjourn

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

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 2-23-24 submitting a claim from Torke Coffee Co for alleged vehicle damage.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: August 11, 2023

MEETING DATE: August 14, 2023

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

R.O. No. 2-23-24 is a claim from Torke Coffee Co for alleged vehicle damage by a City of Sheboygan garbage truck.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of the Mayor of Sheboygan, in consultation with the City Attorney and the Finance Department, have approved this claim in the amount of \$1,307.78.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 2-23-24

ATTACHMENTS:

- I. R.O. No. 2-23-24

II

R. O. No. 2 - 23 - 24. By CITY CLERK. May 1, 2023.

Submitting a claim from Torke Coffee Co., Inc. for alleged damages to a vehicle when it was hit by a City garbage truck.

CITY CLERK

DATE RECEIVED 4-20-23

RECEIVED BY NKC

Item 6.

CLAIM NO. 1-23

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: TORKE COFFEE CO., INC

2. Home address of Claimant: 3455 PAINE AVENUE, SHEBOYGAN, WI

3. Home phone number: (920) 458-4114 53081

4. Business address and phone number of Claimant: _____

SAME AS ABOVE

5. When did damage or injury occur? (date, time of day) APRIL 11, 2023 11:20AM

6. Where did damage or injury occur? (give full description) _____

26TH AND SUPERIOR AVE, SHEBOYGAN, WI. 53081

SEE POLICE REPORT ATTACHED

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

CITY GARBAGE TRUCK SIDE SWIPED PASSENGER SIDE

OF TORKE VEHICLE

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: _____

(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 time. (If there were no injuries, state "NO INJURIES"). Item 6.

DAMAGE TO TORKE COFFEE VEHICLE "NO INJURIES"
SEE POLICE REPORT ATTACHED

11. Name and address of any other person injured: N/A

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

Auto:	(2- ESTIMATES) COPIES ATTACHED	\$ 1307.78	site @ CHEV. / \$1575.28
Property:		\$ <u> </u>	FALLS UP TO W/V
Personal injury:		\$ <u> </u>	
Other: (Specify below		\$ <u> </u>	
TOTAL		\$ 1307.78	

Damaged vehicle (if applicable)

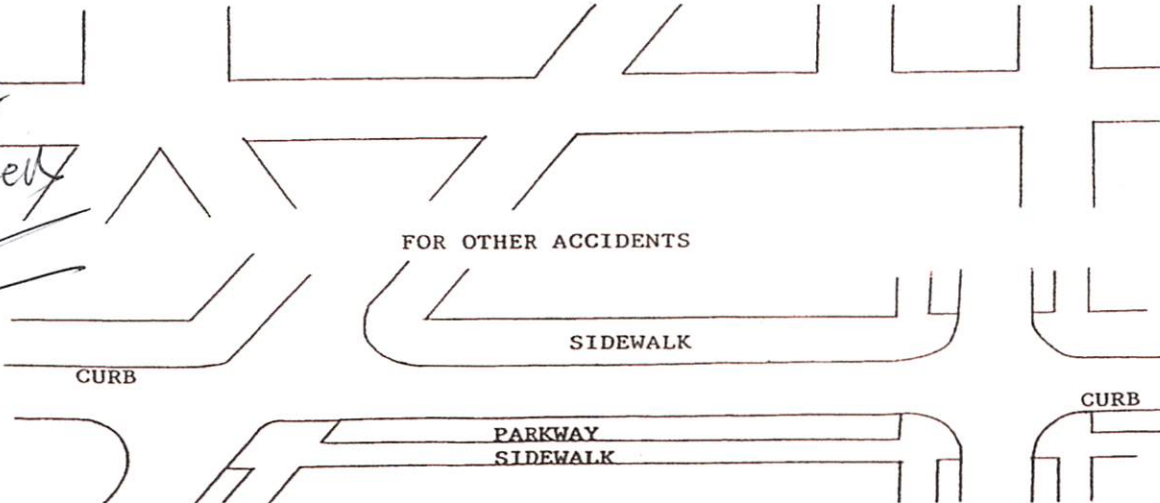
Make: GMC Model: SIERRA Year: 2022 Mileage: 9690

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.

See
Police
Report
Attached



SIGNATURE OF CLAIMANT [Signature] DATE 04/18/2023
CFO TORKE COFFEE CO., INC

DATE RECEIVED _____

RECEIVED BY _____

Item 6.

CLAIM NO. _____

CLAIM

Claimant's Name: TORKE COFFEE CO. INC

Auto \$ 1307.78

Claimant's Address: 3455 PAINE AVENUE

Property \$ —

SHEBOYGAN, WI 53081

Personal Injury \$ _____

Claimant's Phone No. (920) 458-4114

Other (Specify below) \$ _____

TOTAL \$ 1307.78

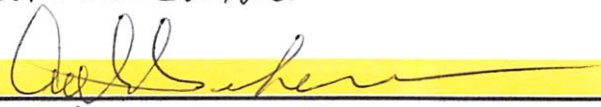
PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

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 \$1307.78.

TORKE COFFEE CO. INC

SIGNED



DATE: 04/18/2023

ALLEN R. BERCHEM, CFD

ADDRESS: 3455 PAINE AVENUE SHEBOYGAN, WI 53081

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

Date: 4/13/2023 03:20
 Estimate ID: 11611
 Estimate Version: 0
 Preliminary
 Profile ID: STREET ESTIMATE
 Quote ID: 121949738

Item 6.

FALLS UPTOWN MOTORS INC

1060 Fond du Lac Avenue PO Box 101, Sheboygan Falls, WI 53085
 (920) 467-2311
 Fax: (920) 467-1103

Damage Assessed By: Craig Schueffner
 Classification: None

Deductible: UNKNOWN

Owner: JAY TORKE
 Telephone: Home Phone: (920) 980-8881

Mitchell Service: 912645

Description: 2022 GMC Sierra Denali 1500
 Body Style: 4D PkUpCrw 6' Bed 147" WB
 VIN: 3GTUUGEL6NG661794
 OEM/ALT: O
 Options: PASSENGER AIRBAG, HEATED SEAT, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW
 POWER STEERING, REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL
 TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR
 REAR (DUAL-ZONE) AC, POWER PASSENGER SEAT
 FRONT SIDE AIRBAG WITH HEAD PROTECTION, SLIDING REAR PICKUP WINDOW
 PREMIUM SOUND SYSTEM, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, RUNNING BOARDS
 FOG LIGHTS, PICKUP TRUCK BED LINER, ALUM/ALLOY WHEELS, REARVIEW CAMERA
 REMOTE IGNITION, TIRE INFLATION/PRESSURE MONITOR, MEMORY SEAT, ANTI-THEFT SYSTEM
 AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY, LEATHER STEERING WHEEL
 SATELLITE RADIO, TOW HITCH RECEIVER, POWER ADJUSTABLE EXTERIOR MIRROR
 PRIVACY GLASS, AUTO AIR CONDITION, FIRST ROW BUCKET SEAT, TELEMATIC SYSTEMS
 UNIVERSAL GARAGE DOOR OPENER, 4 WHEEL DRIVE, SIDE AIRBAGS
 SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER
 HEATED STEERING WHEEL, DAYTIME RUNNING LIGHTS
 DRIVER SEAT WITH POWER LUMBAR SUPPORT, ELECTRONIC PARKING AID
 ELECTRONIC STABILITY CONTROL, EXTERIOR MEMORY MIRRORS, FRONT COOLED SEATS
 FRONT HEATED SEATS, FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM
 LIMITED SLIP DIFFERENTIAL, POWER FOLDING EXTERIOR MIRRORS, RAIN SENSING WIPERS
 SIDE BLIND ZONE ALERT, SMART KEY SYSTEM, STEERING WHEEL AUDIO CONTROLS

Drive Train: 6.2L Inj 8 Cyl 4WD

Search Code: None

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Wheel</u>							
1	200938	BDY	REMOVE/REPLACE	Alloy Wheel	84308400	725.98	0.3
2	200013	BDY	REMOVE/REPLACE	Wheel Tire Pressure Sensor	13542523	40.99	
<u>Additional Operations</u>							
3	931128	MCH	ADD'L LABOR OP	Post Repair Scan	Existing		0.5*
4				SET SENSOR			
<u>Pickup Bed</u>							
5	203910	BDY	PAINTLESS REPAIR	R Pickup Bed Side Panel (HSS)	Existing		1.0* #
6				SAND AND BUFF OUT			
7	200589	BDY	REMOVE/REPLACE	R Pickup Bed Wheel Opening Moulding	23396048	90.62	0.4
<u>Rear Suspension</u>							
8	201791	MCH	ALIGN	Check Suspension -M			0.8
<u>Rear Bumper</u>							
9	202765	BDY	REPAIR	Rear Bumper Face Bar	Existing		0.5*
10				BUFF			

ESTIMATE RECALL NUMBER: 04/13/2023 15:20:38 11611

Mitchell Data Version: OEM: APR_23_V

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Software Version: 7.1.242

Page 1 of 2

**SHEBOYGAN CHEVROLET BUICK
GMC CADILLAC**

3400 S BUSINESS DR, SHEBOYGAN, WI 53081
Phone: (920) 459-6855
FAX: (920) 459-6286

Workfile ID: edadacd
PartsShare: 7hCVnW
Federal ID: 83-0747810

Item 6.

Preliminary Estimate

Customer: TORKE COFFEE

Job Number:

Written By: Jeff Wiegand

Insured: TORKE COFFEE
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
TORKE COFFEE

3455 PAINE AVE
SHEBOYGAN, WI 53082
(920) 980-8881 Cell
(920) 458-4114 Business

Inspection Location:
SHEBOYGAN CHEVROLET BUICK GMC
CADILLAC

3400 S BUSINESS DR
SHEBOYGAN, WI 53081
Repair Facility
(920) 459-6855 Business

Insurance Company:

VEHICLE

2022 GMC Sierra 1500 Denali Crew Cab 147" WB 4WD 4D SHORT 8-6.2L Gasoline Direct Injection BLACK

VIN: 3GTUUGEL6NG661794	Interior Color:	Mileage In: 9,690	Vehicle Out:
License: 11499RA	Exterior Color: BLACK	Mileage Out:	
State: WI	Production Date: 8/2022	Condition:	Job #:

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package

DECOR

Dual Mirrors
Privacy Glass
Console/Storage

Intermittent Wipers

Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Heated Steering Wheel
Climate Control
Backup Camera
Parking Sensors
Surround View Camera
Remote Starter

Home Link

RADIO

AM Radio

Search/Seek

Auxiliary Audio Connection
Premium Radio
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Communications System
Hands Free Device
Xenon or L.E.D. Headlamps
Positraction
Blind Spot Detection

Bucket Seats

Heated Seats
Rear Heated Seats
Ventilated Seats

WHEELS

20" Or Larger Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps

TRUCK

Rear Step Bumper
Power Rear Window
Bedliner (Spray On)
Trailer Hitch
Trailer Package
Trailing Package
Running Boards/Side Steps

Get live updates at www.carwise.com/e/4ufch8

Customer: TORKE COFFEE

Job Number:

2022 GMC Sierra 1500 Denali Crew Cab 147" WB 4WD 4D SHORT 8-6.2L Gasoline Direct Injection BLACK

CONVENIENCE
Air Conditioning

FM Radio
Stereo

Lane Departure Warning
SEATS

Preliminary Estimate

Item 6.

Customer: TORKE COFFEE

Job Number:

2022 GMC Sierra 1500 Denali Crew Cab 147" WB 4WD 4D SHORT 8-6.2L Gasoline Direct Injection BLACK

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		WHEELS					
2	#	Subl Tire mount & wheel balance		1	18.00 T		
3	*	Repl RT/Rear Wheel, alloy code: RTL	84308400	1	725.98 m	0.0	
4	#	Subl Four wheel alignment		1	89.95 T		
5	*	Repl Valve stem	9593595	1	18.00		
6		PICK UP BOX					
7		R&I RT Deflector				0.2	
8		Repl RT Wheel opng mldg	23396048	1	90.62	0.2	
9		R&I RT Protector rear w/o super cruise				0.2	
10	#	Repl BRIDGESTONE DUELER A/T RH-S 275/60/R20		1	256.85		
		Note: GM PT #23376694					
SUBTOTALS					1,199.40	0.6	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,091.45
Body Labor	0.6 hrs @	\$ 67.00 /hr	40.20
Miscellaneous			107.95
Subtotal			1,239.60
Sales Tax	\$ 1,239.60 @	5.5000 %	68.18
Grand Total			1,307.78

MyPriceLink Estimate ID / Quote ID:

1075115609131327488 / 121799289

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.

Customer: TORKE COFFEE**Job Number:**

2022 GMC Sierra 1500 Denali Crew Cab 147" WB 4WD 4D SHORT 8-6.2L Gasoline Direct Injection BLACK

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 DR1GG19, CCC Data Date 04/10/2023, 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.

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.

Customer: TORKE COFFEE

Job Number:

2022 GMC Sierra 1500 Denali Crew Cab 147" WB 4WD 4D SHORT 8-6.2L Gasoline Direct Injection BLACK

ALTERNATE PARTS USAGE

2022 GMC Sierra 1500 Denali Crew Cab 147" WB 4WD 4D SHORT 8-6.2L Gasoline Direct Injection BLACK

VIN: 3GTUUGEL6NG661794 Interior Color: Mileage In: 9,690 Vehicle Out:
 License: 11499RA Exterior Color: BLACK Mileage Out:
 State: WI Production Date: 8/2022 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	0	0

G7L0FRKDFH
C23-06044

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

Location		
ON 1535 N 26TH ST 79 FT S OF SHERIDAN AVE (HOUSE/BUILDING 1535) IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.762491402	Longitude -87.74023779
	X Coordinate 440415.78125	Y Coordinate 4845760
	Structure Type HOUSE/BUILDING	

Crash Scene		
First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY
Manner of Collision 07 - SIDESWIPE/SAME DIRECTION		Light Condition DAYLIGHT
Road Surface Condition(s) DRY	Roadway Factor(s) NONE	
Environment Factor(s) NONE		
Weather Condition(s) CLEAR		
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 NON-JUNCTION	Intersection Type NOT AN INTERSECTION

Unit Summary

01 UNIT	Unit Status IN TRANSIT		Vehicle Operating As Classification A CLASS		Unit Type TRUCK	
	Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				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 NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	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					

01 UNIT VEHICLE	Vehicle				
	License Plate Number C15354		Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 5VCACRAF1LC231627		Make AUTOCAR	Year 2020	Model AUTOCAR
	Color WHI - WHITE		Body Style CB - CAB CHASSIS		Bus Use
	Initial Contact Point 11 - LEFT FRONT CORNER		Vehicle Damage 11 - LEFT FRONT CORNER		



G7L0FRKDFH
C23-06044

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

Item 6.

UNIT VEHICLE	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR	
	What Driver Was Doing ACCELERATING IN ROAD		Vehicle Factors	
	Driver Prior Action Other		NOT APPLICABLE	
	Driver Actions OPERATED MOTOR VEHICLE IN INATTENTIVE, CARELESS OR ERRATIC MANNER			
01 01	Owner Name SHEBOYGAN CITY (920) 459-3333		Owner Address 828 CENTER AVE # 110 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 WILLIAM JOHN DE AMICO (920) 918-1515		Citations Issued 0	Sex MALE
	Address 6445 SUNSET RD KOHLER, WI 53044 , US		Date of Birth 02/23/1979	Race WHITE
			Driver License Number D5209307906309 STATE: WISCONSIN COUNTRY: UNITED STATES	
01 001	Safety Equipment		On Duty Crash	
			Safety Equipment	
	Row 01 - FRONT ROW	Seat Position 07 - LEFT	NOT APPLICABLE	
	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				

G7L0FRKDFH
C23-06044

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 TRUCK	
	Vehicle Type UTILITY TRUCK/PICKUP TRUCK				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 NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	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					

Vehicle

UNIT VEHICLE 02 02	License Plate Number 11499RA		Plate Type LTK - LIGHT TRUCK	St WI	Country of Issuance UNITED STATES		
	Vehicle Identification Number 3GTUUGEL6NG661794		Make GENERAL MOTORS COR	Year 2022	Model SIERRA		
	Color BLK - BLACK		Body Style PK - PICKUP		Bus Use		
	Initial Contact Point 04 - RIGHT SIDE REAR		Vehicle Damage 04 - RIGHT SIDE REAR				
	Extent Of Damage MINOR DAMAGE						
	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR				

G7L0FRKDFH
C23-06044

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

UNIT VEHICLE	What Driver Was Doing GOING STRAIGHT	Vehicle Factors NOT APPLICABLE	
	Driver Prior Action Other		
	Driver Actions NO CONTRIBUTING ACTION		
02	02	Owner Name JAY E TORKE (920) 980-8881	Owner Address 645 TREEHOUSE PKWY KOHLER, WI 53044 , US
Sequence Of Events			
	01	Event MOTOR VEH IN TRANSPORT	
	02	Event	
	03	Event	
	04	Event	
UNIT	Policy Holder		
	Insurance Company SECURA-INS-CO	Individual JAY TORKE	
UNIT INDIVIDUAL	Individual		
	Driver JAY E TORKE (920) 980-8881	Citations Issued 0	Sex MALE
		Date of Birth 10/18/1975	Race WHITE
	Address 645 TREEHOUSE PKWY KOHLER, WI 53044 , US	Driver License Number T6204257537809 STATE: WISCONSIN COUNTRY: UNITED STATES	
02	Safety Equipment		On Duty Crash
	Row 01 - FRONT ROW	Seat Position 07 - LEFT	Safety Equipment SHOULDER & LAP BELT
	Helmet Use		Helmet Compliance
	Eye Protection		Tint Compliance
	Injury	Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED
002	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

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C23-06044

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	

G7L0FRKDFH
C23-06044

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

G7L0FRKDFH

Document Number Override		Primary Crash Document#	Agency Crash Number	Investigating Officer/Deputy OFFICER P. GORDZIEJ	
Crash Date 04/11/2023		Crash Time 11:26 AM	Date Arrived 04/11/2023	Time Arrived 11:31 AM	
Date Notified 04/11/2023		Time Notified 11:26 AM	Total Units 02	Total Injured 00	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

<p>Diagram</p>	Reconstruction By
	Photos By
	Additional Information NONE

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

UNIT 1 IS A GARBAGE TRUCK IN THE MIDST OF COLLECTING REFUSE AT THE CURB. UNIT 1 WAS PULLING AWAY FROM CURB AND MOVING NORTH BOUND ON 26TH ST ON WAY TO NEXT STOP. UNIT 2 WAS NORTH BOUND ON 26TH ST. AS UNIT 2 PASSED UNIT 1 UNIT 1 FRONT DRIVER SIDE BUMPER CONNECTED WITH UNIT 2 REAR DRIVER SIDE WHEEL/RIM CAUSING MINOR DAMAGE TO BOTH. 275

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 129-22-23 submitting a claim from Yang Pao Chang for alleged property damage.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: August 11, 2023

MEETING DATE: August 14, 2023

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

R.O. No. 129-22-23 is a claim from Yang Pao Chang for alleged driveway and sidewalk damage incurred after a water main break.

STAFF COMMENTS:

City staff have reviewed the above notice of claim and under authorization of the Mayor of Sheboygan, in consultation with the City Attorney and the Finance Department, have denied the notice of claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 129-22-23

ATTACHMENTS:

- I. R.O. No. 129-22-23

II

R. O. No. 129 - 22 - 23. By CITY CLERK. April 5, 2023.

Submitting a claim from Yang Pao Chang for alleged damages to driveway and sidewalk due to broken water main.

FP

CITY CLERK

DATE RECEIVED 3-23-23

RECEIVED BY MKC

Item 7.

CLAIM NO. 27-22

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: Yang Pao Chang
2. Home address of Claimant: 1542 N. 25th St.
3. Home phone number: (920) 698-1041 (cell phone)
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) October 18, 2022 @ 10 am

6. Where did damage or injury occur? (give full description) the driveway and sidewalk in front of the main water stream that burst

7. How did damage or injury occur? (give full description) the main water stream broke and due to the water pressure it pushes the driveway and sidewalk in front of driveway. After that the concrete of the driveway bulges up and sidewalk sink. Now the concretes are uneven.

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: because of uneven concrete sidewalk people that walk/run might trip

(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 time. (If there were no injuries, state "NO INJURIES").

Item 7.

(looking from my house) left concrete of driveway sink; right concrete of driveway bulges; left sidewalk in front of driveway sink and right sidewalk sinks

11. Name and address of any other person injured: N/A

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

Auto: \$ N/A

Property: \$ not sure how much (estimate @ \$2,695.75)

Personal injury: \$ N/A

Other: (Specify below) \$ N/A

TOTAL \$ 2,695.75

Damaged vehicle (if applicable)

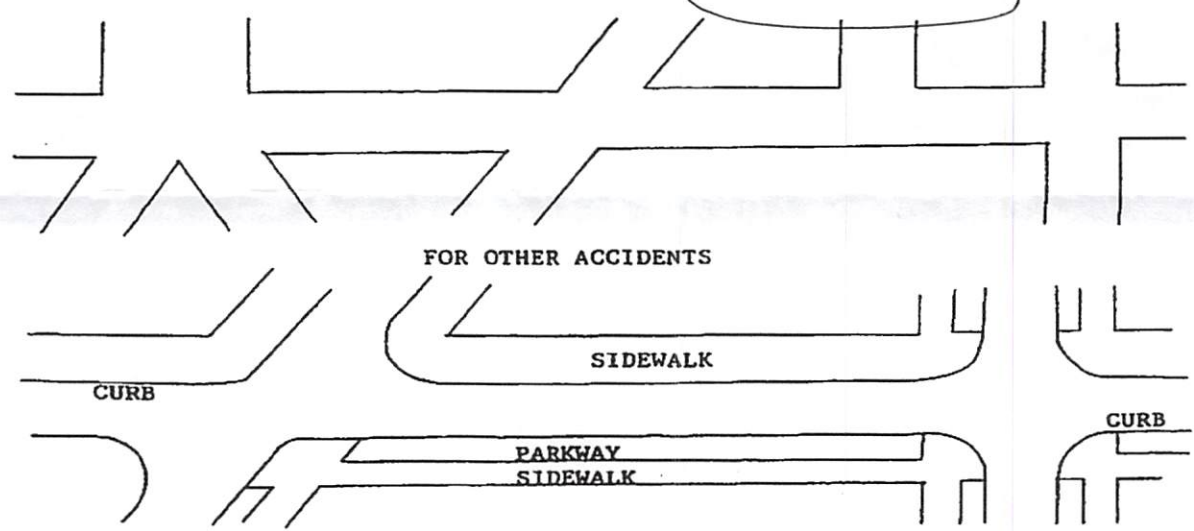
Make: N/A Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

N/A

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 Yay Pa Oley DATE 3/14/23

DATE RECEIVED _____

RECEIVED BY _____

Item 7.

CLAIM NO. _____

CLAIM

Claimant's Name: Yang Pao Cheng

Auto \$ N/A

Claimant's Address: 1542 N. 25th St.

Property \$ not sure how much

Sheboygan, WI 53081

Personal Injury \$ N/A (estimate @ 2,695.75)

Claimant's Phone No. (920) 648-1041

Other (Specify below) \$ N/A

TOTAL \$ 2,695.75

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

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

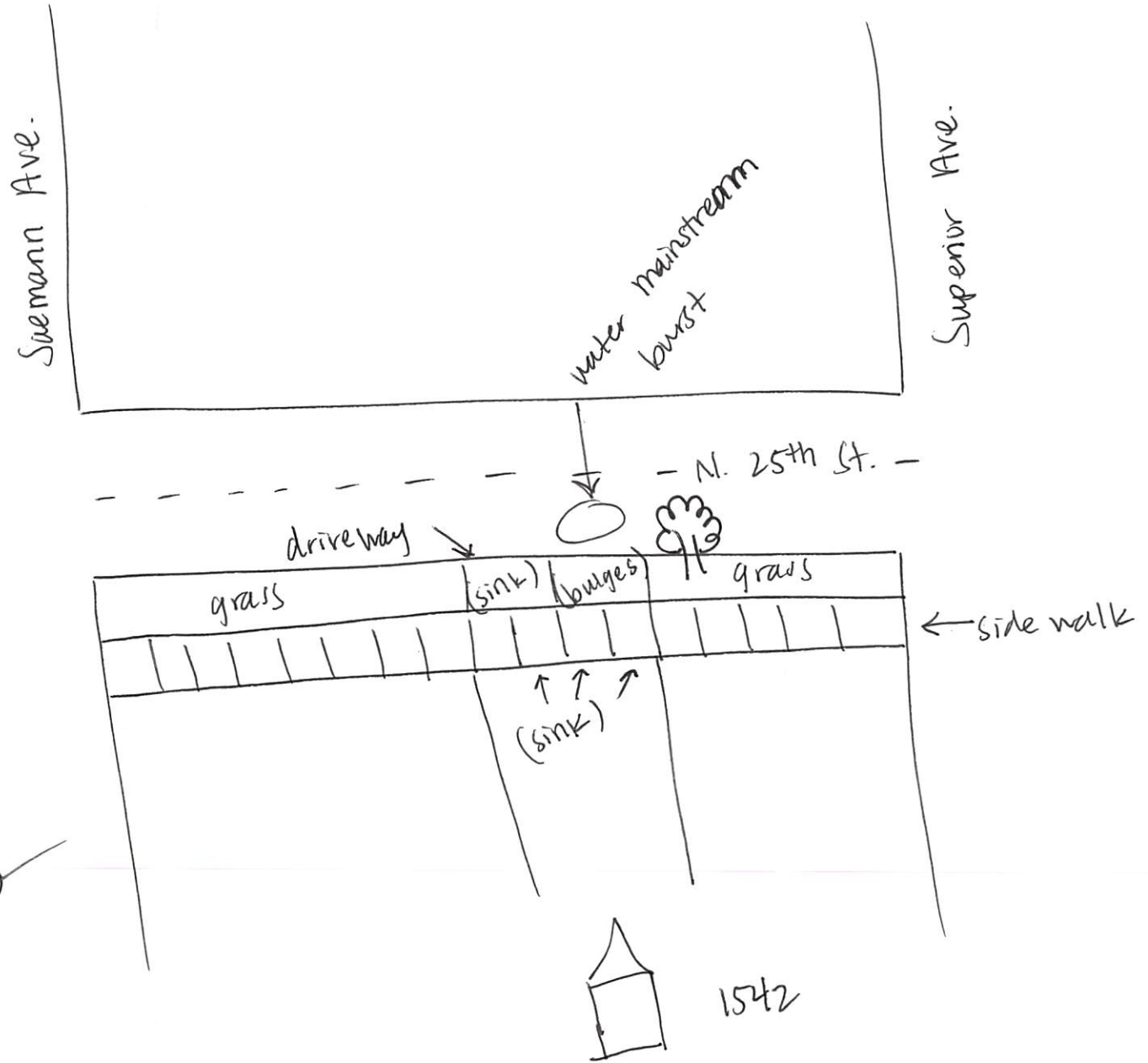
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2,695.75.

SIGNED Yang Pao Cheng

DATE: 3/14/23

ADDRESS: 1542 N. 25th St.
Sheboygan, WI 53081

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



Signed: *[Signature]*
Date: 3/14/23

**Prepared For**

Mai Tia
1542 N. 25th St.
Sheboygan , Wisconsin 53081
(920) 917-0049

Martin's Concrete

2903 Lakeshore Dr
Sheboygan, Wisconsin 53081
Phone: (920) 287-6588
Email: martinconcrete10@gmail.com
Web: www.Martin's-concrete.com

Estimate # 629
Date 03/19/2023

Description	Total
Concrete removal Demolition and removal old concrete \$1/ sq. Ft	\$268.50
Leveling and Compaction Compact the soil with a mechanical compactor for large areas or a hand tamp for small ones.\$1/sq. Ft	\$268.50
Forming Forming frames \$2/ sq. Ft	\$537.00
Gravel 3/4 Gravel stone and 2nd Compaction \$.50 sq. Ft	\$134.25
Wire or fiber mesh Reinforcing wire \$2/ sq. Ft	\$537.00
Pouring Cement pouring and finishing labor \$3 / sq. Ft	\$805.50
Cement delivery Cement delivery charges are attached for not exceeding the minimum purchase	\$145.00

Subtotal	\$2,695.75
Total	\$2,695.75
Deposit Due	\$200.00

Payment Schedule

Deposit (7.42%)	\$200.00
Starting day (46.26%)	\$1,247.00
When the job is done (46.32%)	\$1,248.75

Notes:

This estimate is for completing the job as described above. It is based on our evaluation and does not include additional expenses which may be required should unforeseen problems arise work as stated.

City walkway
15 ft by 6 ft (square 3,4,5)

Approach
21 ft by 8.5 ft (square 1, 2)



Signed on: 03/19/2023
Martin Perez

Mai Tia

CITY OF SHEBOYGAN
RESOLUTION 33-23-24

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

AUGUST 7, 2023.

A RESOLUTION authorizing the City Attorney’s Office to settle the matter of *Cristy Murray v. City of Sheboygan and Mark A. Polich*, Case No. 23SC577.

RESOLVED: That the City Attorney’s Office is hereby authorized to negotiate and settle *Cristy Murray v. City of Sheboygan and Mark A. Polich*, Case No. 23SC577, with a payment to Cristy Murray not to exceed \$900.00.

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 34-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

AUGUST 7, 2023.

A RESOLUTION authorizing the appropriate City officials to execute an agreement with HeyGov, Inc., to implement forms, licenses, and applications software for the Departments of Public Works and City Clerk.

WHEREAS, the Department of Public Works (“DPW”) and City Clerk desire to transition to cloud-based software for various applications, forms, and licenses in order to transition to a paperless workflow between departments and to streamline approvals and tracking; and

WHEREAS, HeyGov, Inc. offers such software for municipal use; and

WHEREAS, after an extensive search, staff feels that this software will be the best fit for the City’s needs.

NOW, THEREFORE, BE IT RESOLVED: That the IT Director is hereby authorized to execute the attached Service Order with HeyGov, Inc. in the amount of \$20,000 for the setup and first year subscription.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 713170-652250 (Information Technology Fund - Software) in payment of same.

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



Proposal with Service Order

Prepared for:
City of Sheboygan



Primary Contact:
Meagan Myrick
meagan@heygov.com

Proposal Valid Through:
August 1, 2023

HeyGov Inc.
HeyGov.com
heygov@heygov.com
Toll Free: 888-HEYGOVI (888-439-4681)

Overview of Services

HeyGov is a digital cloud-based software platform with a payment portal. However it's more than just that. It's a suite of government tools to help municipalities reduce their workload. It saves time for municipal staff by moving your systems online. A large benefit with a HeyGov solution is how it connects various people, departments and citizens onto one digital platform.

When your citizens and local businesses fill out for their forms, licenses and other applications, their submitted information can more easily flow throughout your entire organization. The HeyGov solution means that your "paperwork" will now be digital.

You also get use of HeyGov's payment portal and start collecting credit card payments. Municipal fees and payments can be collected online, in person, and remotely.

The forms, licenses, and applications that are built with HeyGov can be embedded within your website. Payments can also be collected from each form, and also from within your website.

Additionally, your staff and department heads benefit by receiving our White Glove Concierge Service for on-boarding. This means you receive "Done With You Service" by working side-by-side with the HeyGov team.

Benefits of Using HeyGov

Your department heads and administrative staff can be administrative users in HeyGov. They can manage all the below from within the Admin dashboard (<https://app.heygov.com>)

- **Department Management:** Add and manage the various departments
- **User Management:** Manage user roles of staff members in their respective department
- **License & Form Management:** Create, edit & manage all forms using a drop & drag editor.
- **Workflow Management:** Each form, license or application can have a custom workflow added.
- **Bank Account Management:** Manage which bank account is used for each department.
- **Payment Logic:** Set the various fees (e.g. non-resident fees, deposit fees, late fees, etc.)
- **Licensing & Forms Portal:** View all license and form applications (e.g. draft, in progress, to completed, expired, etc.)
- **Payment Portal:** View all bills generated, paid, overdue
- **Citizens Portal:** View a list of all personnel who have filled out forms, applications, made payments or submitted 311 issues.
- **311 Issue Tracker:** View and manage all reported issues & questions submitted by residents.

Description of the HeyGov Modules

“HeyGov” is a digital cloud-based software platform with a payment portal that offers various capabilities and services as described below. It's built to help municipalities reduce their workload and save time by moving their systems online. A large benefit with a HeyGov solution is how it connects various people, departments and citizens onto one digital platform. At a basic level, HeyGov provides tools to draft, edit, and manage documents. The forms, licenses, and applications that are built with HeyGov can be embedded within your website. The forms can be tied to your payment system, allowing for seamless payments to be collected with each form and facilitating your bookkeeping.

HeyLicense

HeyGov digitizes and implements a transfer and flow process of your paperwork. With the HeyLicense Module, you can receive, and process any type of municipal form, license, application, or other document such as dog licenses, building permits, operators licenses, boat launch permits, and land use applications. When your citizens and local businesses fill out for their forms, licenses and other documents, their submitted information can more easily flow throughout your entire organization. The HeyGov solution means that your “paperwork” will now be digital. Information flows and routes efficiently through your organization will custom-built workflow rules.

HeyGov Pay

You also get use of HeyGov’s payment portal and start collecting credit card payments through the HeyGov Pay Module. Municipal fees and payments can be collected online, in person, and remotely. Collected payments can reconcile directly with your Utility Billing or Accounting software for easy reconciliation.

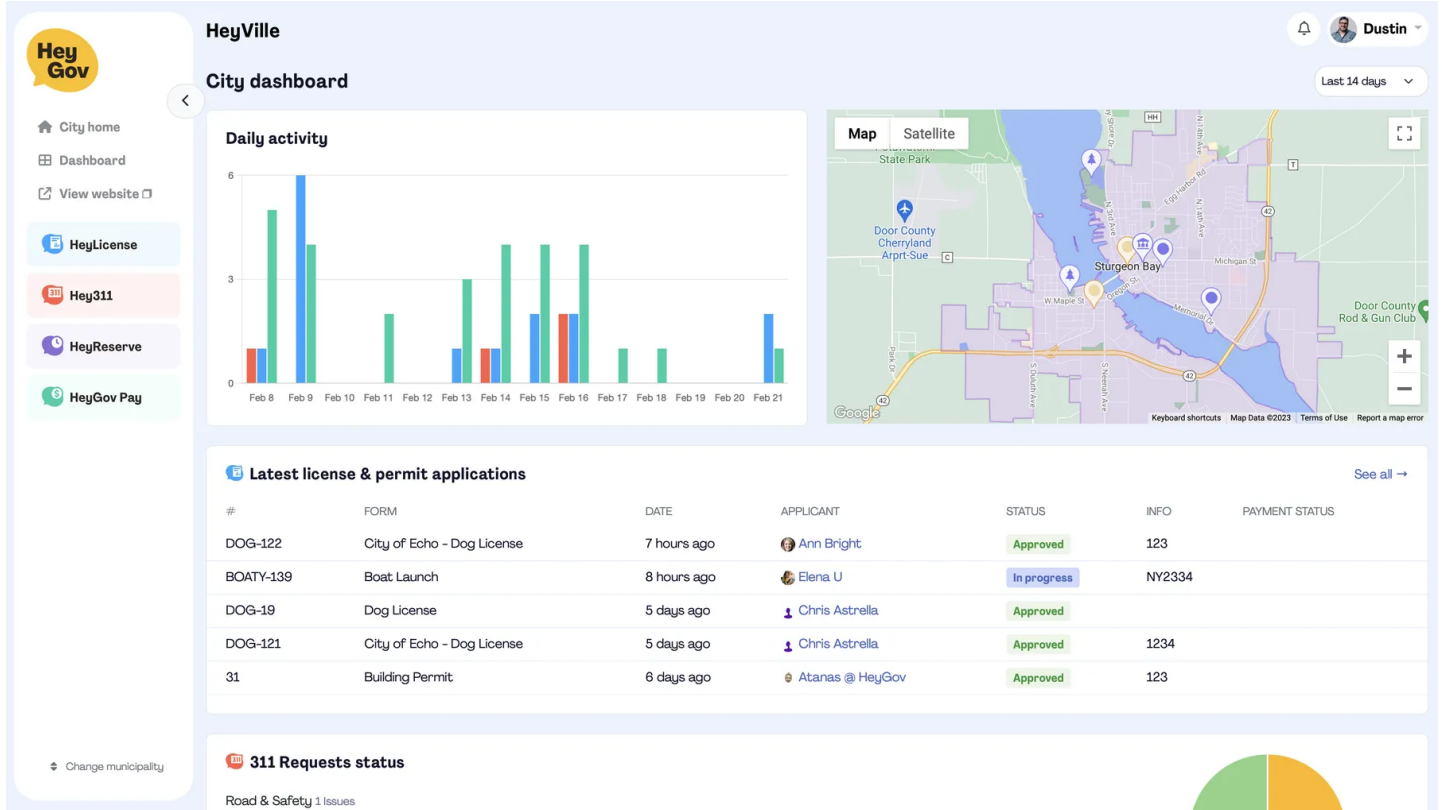
HeyReserve

Should you wish to make your city more accessible for community or personal activities and profitable, HeyReserve Module allows your constituents and/or visitors to book city amenities such as park shelters and pavilions. Constituents and/or visitors are also able to review town rules, policies, pay fees and more.

Hey311

Hey311 enhance communication between citizens and your city. The platform provides a user-friendly interface for citizens to submit service requests and report non-emergency issues to the city. Your city can manage and respond to these requests efficiently, ensuring that all requests are tracked, assigned, and resolved in a timely manner.

Dashboard Overview



Front End (for your citizens & businesses)

On the front end, your citizens can access your new HeyGov services in several different ways. Firstly, you can have a widget that is embedded on your website.

Secondly, each form, license or applications that is created within HeyGov can be embedded within the pages on your website. Your citizens and businesses can access these forms directly from your site. They can fill them out and make a payment, all online.

Thirdly, they can access your municipality's service of HeyGov by logging into the HeyGov portal at <https://app.heygov.com>.

Fourthly, HeyGov provides you with an iOS and Android app. It can be downloaded directly from the App Store and Android Play Store, respectively.

And finally, your residents interact with a submitted issue or form via email. They receive an email confirmation after submission. When there are updates, they can simply reply to that email. The thread of their conversation is attached to the issue or form with HeyGov.

Service Order

Client Name	City of Sheboygan	Billing Contact	Ruth Jones-Partrick
Billing Address	828 Center Avenue	Phone	920-459-3370
City, State, Zip	Sheboygan, WI53081	Email	ruth.jones-partrick@sheboyganwi.gov
Prepared by	Meagan Myrick	Date	05 / 30 / 2023
Valid through	August 1, 2023	Term	1 year
Bill date	August 1, 2023	Effective Date	August 1, 2023

Set up and Annual Subscription

Subscription Level	List Price
HeyGov Package of Two Modules with Setup Fee (1) HeyLicense Up to 30 online fillable forms for Licensing and Permitting with Workflow Routing. Includes Payment Module. (2) HeyReserve Up to 35 facility listings with availability calendar and reservation forms. Includes Payment Module.	One-time Setup & Training fee: \$5,000 Annual Subscription: \$15,000 First Year Total: \$20,000

The End User Licence Agreement (EULA) between Client and HeyGov, Inc, are incorporated by reference in this Service Order.

The person signing below represents that he or she is authorized to sign this Service Order on behalf of Client and that Client accepts this Service Order subject to the terms in the EULA.

<https://heygov.com/end-user-license-agreement>

Signatures

HeyGov, Inc.	City of Sheboygan
Name: Meagan Myrick	Name: Ruth Jones-Partrick
Title: Client Specialist	Title: Systems Analyst
Date:	Date:

Onboarding Statement of Work

Objective.

Your organization works with the HeyGov team to take advantage of the set up and subscription service. You will work together to implement the purchases modules. This engagement also includes software training in accordance with the pricing in this document.

Scope of Work.

Work will include creation of your municipal forms, licenses and applications as specified in the **Service Order** under **Modules Selected**.

Deliverables.

- HeyGov will deliver the selected modules as specified in the **Service Order** under **Modules Selected** with fully implemented variables as provided by Client.
- Live training of the modules

Tasks and Responsibilities.

Our ability to provide a successful onboarding experience for our clients is a shared responsibility. It is important that both parties provide timely responses to any inquiries and questions related to Onboarding.

Task	Responsibility
Provide Forms Assessment Collection Form for Completion	HeyGov
Completion of the Forms Assessment Collection Form	City of Sheboygan
Host Review of Collected Forms with Client	HeyGov
Responses to additional follow ups for collection of provided data variables	City of Sheboygan
Delivery of Completed Modules	HeyGov
Host and Attendance of Training	City of Sheboygan
Provide Live Training to Client	HeyGov

**CITY OF SHEBOYGAN
RESOLUTION 39-23-24**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

AUGUST 7, 2023.

A RESOLUTION transferring budgeted funds so as to pay for additional cybersecurity products provided by ACP CreativIT, LLC d/b/a Camera Corner Connecting Point and obligating American Rescue Plan Act (ARPA) funds to pay for the associated costs.

WHEREAS, cybersecurity is the practice of protecting critical systems and sensitive information from digital attacks; and

WHEREAS, in 2020, in the United States, the average cost of a data breach was \$8.64 million; and

WHEREAS, City IT staff has previously recommended that Sandbox 2, consisting of various product licenses and remote resource services provided by ACP CreativIT, LLC d/b/a Camera Corner Connecting Point (“CCCP”), be a part of that cybersecurity system; and

WHEREAS, a copy of the quote prepared by CCCP is attached to this resolution and incorporated by reference; and

WHEREAS, the American Rescue Plan Act’s Coronavirus State and Local Fiscal Recovery Funds are allowed to be used to enhance or implement cybersecurity improvements; and

WHEREAS, the City has not been taking the full allocation of ARPA funds towards the administration category to which such funds were previously obligated; and

WHEREAS, staff is requesting that the administration costs be reallocated to cybersecurity and make sure all funds are obligated prior to the December 31, 2024 deadline.

NOW, THEREFORE, BE IT RESOLVED: That the IT Director is hereby authorized to purchase cybersecurity products provided by ACP CreativIT, LLC d/b/a Camera Corner Connecting Point pursuant to the quote prepared by CCCP.

BE IT FURTHER RESOLVED: That the IT Director is hereby authorized to execute any and all necessary documents and contracts related to said purchase upon review and approval of said documents and contracts by the City Attorney, subject to the provisions of this resolution.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to pay for the associated contract via the following budget amendment:

INCREASE:

Federal Grants Fund – Federal Grants – Contracted Services (Acct. No. 202000-531100)	\$67,832
---	----------

DECREASE:

Federal Grants Fund – Federal Grants – Full Times Salaries (Acct. No. 202000-510110)	\$ 9,689
Federal Grants Fund – Federal Grants – FICA (Acct. No. 202000-520310)	\$ 549
Federal Grants Fund – Federal Grants – Medicare (Acct. No. 202000-520311)	\$ 128
Federal Grants Fund – Federal Grants – WI Retirement (Acct. No. 202000-520320)	\$ 655
Federal Grants Fund – Federal Grants – Health Insurance (Acct. No. 202000-520340)	\$ 5,192
Federal Grants Fund – Federal Grants – Dental Insurance (Acct. No. 202000-520350)	\$ 316
Federal Grants Fund – Federal Grants – Life Insurance (Acct. No. 202000-520360)	\$ 4

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



We have prepared a quote for you

Sandbox 2

Quote # CCCP018255
Version 1

Prepared for:

City of Sheboygan

Jeff Krueger
Jeff.Krueger@sheboyganwi.gov



Sandbox

Product Details	Qty	Price	Ext. Price
Fortinet FortiSandbox Virtual Appliance VM00 - License - 1 License - PC	2	\$1,123.00	\$2,246.00
Fortinet FortiSandbox-VM Windows 10 - License - 1 Additional Virtual Machine - PC	16	\$962.00	\$15,392.00
Fortinet Sandbox Threat Intelligence For VM00 + FortiCare 24x7 - Subscription License Renewal - Up to 8 VMs - 5 Year	2	\$21,797.00	\$43,594.00
Fortinet FortiCare Professional Services Remote Resource Service	2	\$3,300.00	\$6,600.00

Subtotal: \$67,832.00



Sandbox 2

Bill To:

City of Sheboygan

Jeff Krueger
828 Center Ave
Sheboygan, WI 53081-4497
(920) 783-6760
Jeff.Krueger@sheboyganwi.gov

Ship To:

City of Sheboygan

Jeff Krueger
828 Center Ave
Sheboygan, WI 53081-4497
(920) 783-6760
Jeff.Krueger@sheboyganwi.gov

Quote Information:

Quote #: CCCP018255

Version: 1
Delivery Date: 07/19/2023
Expiration Date: 08/31/2023

Sales Rep:
Ben Wiesner
ben.wiesner@cccp.com

Quote Summary

Description	Amount
Sandbox	\$67,832.00

Total: \$67,832.00

IMPORTANT: Any legal document should refer to us as ACP CreativIT, LLC d/b/a Camera Corner Connecting Point or CCCP.

Additionally, all deliveries, especially LFD (Large Format Displays)/TV's, need to be opened, turned on and inspected thoroughly for concealed damage within 5 days of receipt to ensure full value replacement.

Orders converted from this quote, as authorized by the customer, acknowledges the customer has read our Return Policies and Conditions located on the Company Info page of the Camera Corner/Connecting Point website www.cccp.com

Please note: Quotes do not reflect tax. Shipping, handling, and other fees may apply. Contact your Account Executive with any questions. We reserve the right to cancel orders arising from pricing or other errors.

**CITY OF SHEBOYGAN
DIRECT REFERRAL RESOLUTION 41-23-24
TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.

AUGUST 14, 2023.

A RESOLUTION to appoint Casey Bradley as the new City Administrator effective October 23, 2023 and authorizing the appropriate City officials to enter into an Employment Agreement with Casey Bradley.

WHEREAS, Section 2-238 of the Sheboygan Municipal Code provides that the City Administrator shall be appointed by the Common Council with input from the Mayor.

WHEREAS, the Common Council reviewed applications from numerous candidates and interviewed two finalists, of which Casey Bradley was identified as the preferred candidate.

NOW, THEREFORE, BE IT RESOLVED: That Casey Bradley is hereby appointed as City Administrator for the City of Sheboygan effective October 23, 2023.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to enter into an Employment Agreement with Casey Bradley, a copy of which is attached hereto.

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

EMPLOYMENT CONTRACT
BETWEEN
CITY OF SHEBOYGAN AND CASEY BRADLEY

This Agreement is made and entered on the date of last party execution, by and between the City of Sheboygan, a Wisconsin municipal corporation with offices at 828 Center Ave., Sheboygan, WI 53081 (“City” or “Employer”) and Casey Bradley (“Employee”).

WHEREAS, the Common Council appointed Casey Bradley on Monday, August 21, 2023 to serve as City Administrator for the City effective October 23, 2023; and,

WHEREAS, the parties have negotiated terms and conditions for Employee’s service to the City in the capacity of City Administrator, and which are set forth herein.

NOW THEREFORE, the parties agree as follows:

1. **Term.** This Agreement shall remain in full force and effect beginning 60 days after its execution until terminated as set forth in this Agreement.
2. **Oath.** Before entering upon the duties of their office, Employee shall file an oath for the faithful performance of their duties and responsibilities as City Administrator.
3. **Duties.** The duties of Employee as City Administrator shall be as set forth in the Council-approved job description in effect at the time of Agreement execution. Amendments or modifications to the job description shall not take effect unless agreed upon in writing by both Employee and a Council resolution. The City Administrator serves at the pleasure of the Common Council and is an at-will employee.
4. **Termination.**
 - a. **Resignation.** Nothing in this Agreement shall prevent, limit, or interfere with the right of the Employee to resign at any time. In the event the Employee desires to resign employment, the Employee shall give written notice to the Employer at least sixty (60) days prior to separation. The City shall have no obligation to pay Employee any further compensation after the expiration of the notice period. Upon the effective date of the resignation, the City shall pay to the Employee all accrued vacation leave and other leave to which Employee is entitled under this Agreement. Failure to give the required sixty (60) day notice constitutes a waiver and forfeiture of pay for all accrued vacation leave and other leave.
 - b. **Termination by Common Council.** The Common Council may terminate Employee’s employment at any time pursuant to Wis. Stat. ss. 17.12(1)(c) and (d), which require an affirmative vote of three fourths of all members of the Common Council subject to payment of the compensation and other benefits as set forth in this Agreement. Upon payment of all amounts listed in this section, the employee will have no further recourse for further compensation by the City.

i. **Termination With Cause:** If Employee is removed for cause (malfeasance, misappropriation of funds, etc.) he shall receive no severance.

ii. **Termination Without Cause:** If the Common Council votes to termination Employee without cause, the Administrator shall be entitled to one (1) month of severance pay times the numbers of full years of service to the City of Sheboygan at Employee's then current rate of pay, with an amount not to exceed six (6) months of severance. This payment shall be paid in one lump sum.

5. **Compensation.** City agrees to pay Employee an annual base salary payable in a biweekly schedule of installments at the same time that other City employees are paid. City shall pay Employee an annual base salary of \$ 160,992. Employee will then be placed on the City's compensation plan and receive the same increases as all non-represented employees.

6. **Relocation Expenses.**

a. City agrees to provide Employee with \$10,000 for reasonable relocation expenses within the first year of his employment. In order to be eligible for this reimbursement, such housing shall be within 15 miles of the corporate limits of the City of Sheboygan or approved by Council if greater than 15 miles.

b. City agrees to provide Employee up to an additional \$5,000 for relocation expenses if housing is within the corporate limits of the City of Sheboygan.

c. Relocation expenses will be given as a lump-sum payment based on the above requirements. Employee is required to provide proof of residence to Human Resources prior to receiving any payment. If Employee voluntarily resigns within the first two years of his employment, they will be responsible for reimbursing the City 50% of the relocation expenses paid by the City.

7. **Hours of Work.** In addition to keeping normal City Hall business hours, Employee is expected to spend additional time to accomplish the duties of the position. Employee, being in an executive position, will also be able to flex his time reasonably and periodically.

8. **Performance Evaluations.**

a. City, through the Mayor; Council President; Chair of the Finance & Personnel Committee; and Director of Human Resources and Labor Relations ("city's representatives"), shall review and evaluate the performance of Employee after six months of employment, one year of employment, 18 months of employment, and annually thereafter. A "360 review" shall be conducted at least once during Employee's first year after which, Employee will be evaluated in accordance with then-existing City policy. The "360 review" shall include reviews by each alderperson, the Mayor, and all department heads.

- b. Employee, after his first three months but during his fourth month of employment, will recommend to the Common Council a written work plan that outlines his suggested performance goals and objectives for his first year of employment.
 - c. Employee will receive written and/or verbal feedback from the Common Council (or a designated committee thereof) on that plan within one month of the Common Council's receipt of the work plan.
 - d. Unless Employee expressly requests otherwise in writing, the Employee performance evaluation shall at all times be conducted in a confidential meeting between the Employee and the City's representatives, and shall be considered confidential as permitted by law. Nothing herein shall prohibit the parties from sharing the content of this evaluation with their respective legal counsel.
9. **Insurance Benefits.** Employee shall be entitled to health, dental, vision, disability, life, and other supplemental insurances on the same basis as provided to other management personnel.
10. **Vacation, Holidays, and Discretionary Leave.** Employee shall receive 200 hours of PTO (120 Vacation, 80 Discretionary) upon hire. Employee shall be granted paid leave according to City policy.
11. **Retirement.** City agrees to enroll Employee in the Wisconsin Retirement System ("WRS"). The City shall fund the Employer's share as determined by WRS and pay when due. Employee shall be responsible for the employee share as determined by WRS.
12. **Expenses.** Unless otherwise noted below, Employee shall be entitled to reimbursement for expenses in accordance with City policy.
- a. **Cellular Phone.** City, at City's expense, shall provide Employee with a cellular phone for business-related communications. Employee shall limit use of the City-issued phone to only business-related communications. Employee shall limit, as much as reasonably possible, business-related communications from any personal phone.
 - b. **Professional Membership.** City agrees to budget and pay for professional dues and subscriptions necessary for the Employee's continued professional participation, growth, advancement, and for the good of the City, as approved by Council Leadership.
 - c. **Professional Development.** City agrees to budget and pay for attendance at the annual International City/County Management Association conference. City will also budget and pay for attendance at conferences held by the Wisconsin City/County Management Association and the League of Wisconsin Municipalities will be allowed as the City's budget will accommodate. Other conferences, short courses, and seminars that are necessary for his professional development and for the good of the Employer may also be allowed as the City's budget will accommodate.
 - d. **Civic Organization Membership.** City agrees to pay membership costs to one service club or civic organization approved by the Common Council.

13. Communications.

- a. Employee acknowledges that Wisconsin's open records laws apply to Employee's business-related communications and that to ensure timely and accurate records releases and to minimize Employee's inconvenience, it is imperative that readily accessible means be utilized for such communications. As such, Employee agrees to not use personal accounts or devices to conduct City business. If such use occurs, Employee agrees to forward such communications, in their entirety, to Employee's city-issued devices as soon as reasonably practicable. Employee further agrees to abide by the City's Records Retention Schedule and that, where questions arise, to consult with the City Attorney's Office before destroying a record.
- b. Employee agrees to consult with Council Leadership, when practical, before speaking to the media on matters relating to City business.

14. Ethics. To best serve the interests of the City, its constituents, taxpayers, and business partners, and the nonpartisan, non-policy-making nature of the Office of City Administrator, the City adopts the ICMA Code of Ethics, as may be amended from time to time.

15. Outside Employment. Employee agrees to devote his time, energy and attention to the business of the City. He shall hold no other employment, either directly or indirectly, or invest with any firm, corporation, or legal entity in violation of any applicable Code of Ethics or the Employee Handbook. Examples of "other employment" that would be permissible under this section include, but is not limited to, teaching at a college or university at times that do not conflict with the work to be performed under this Agreement. Any such employment must be reported to the Common Council prior to such employment commencing.

16. Indemnification. To the extent permitted by law, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability claim, or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's duties as City Administrator. The City may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered in its sole discretion. In the event that the provision of legal representation by the City may reasonably present a legal conflict of interest, the Employee may request independent legal representation at Employer's expense, and the Employer may not unreasonably withhold approval of such request. In the event independent legal representation is provided to the Employee, any settlement of any claim against Employee may not be made without prior approval of the Employer. The City's duty to defend, hold harmless, and indemnify shall not apply in cases where Employee is charged with criminal activity.

17. Bonding. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under law or ordinance.

18. General Provisions.

- a. **Intent to Be Bound.** This agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors, and assigns.

- b. **Notices.** Notice pursuant to this Agreement may be given by personal service, by email, by nationally recognized courier, or by depositing in the custody of the U.S. Postal Service, postage prepaid, and addressed as follows:

CITY: City of Sheboygan
Attn: City Clerk
828 Center Ave.
Sheboygan, WI 53081

Notice shall be deemed given as of the date of personal service or email, as of the date of delivery by courier, or as of the date five days after the date of deposit in the custody of the U.S. Postal Service.

- c. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- d. **Integration and Modification.** This Agreement, including all Exhibits and Attachments incorporated by reference, represents the entire and integrated agreement between the City and Employee. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.
- e. **Incorporation of Employee Policy Manual.** This Agreement incorporates by reference the City’s Employee Policy Manual and the City’s Ethics Code. All provisions of the Sheboygan Municipal Code and regulations and rules of the Employer relating to vacation and holidays, pensions, insurance, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the Employee as they are applied to other employees of the City, in addition to the benefits specifically enumerated or accepted in this Agreement. If there is a conflict between the City Code and this Agreement, the terms of this Agreement shall prevail. If at any time the City provides other forms of benefits for management employees, they shall be offered to the Employee.

This document consists of six (6) pages, including the following signature page.

SIGNATURE PAGE FOR CONTRACT

By: _____
Casey Bradley

By: _____
Ryan Sorenson, Mayor

Date: _____

Date: _____

Attest: _____
Meredith DeBruin, City Clerk

Date: _____

This document and signatures by City representatives is authorized by and in accordance with action of the Common Council dated August 21, 2023.