



ELEVENTH COMMON COUNCIL MEETING AGENDA

September 03, 2024 at 6:00 PM

**City Hall, 3rd Floor - Council Chambers, 828 Center Avenue,
Sheboygan, WI**

"Whether you think you can or whether you think you can't, you're right." Henry Ford

This meeting may be viewed LIVE on Charter Spectrum Channel 990, AT&T U-Verse Channel 99 and:
www.wscssheboygan.com/vod.

Notice of the 11th Regular Meeting of the 2024-2025 Common Council at 6:00 PM, TUESDAY, September 3, 2024 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

Aldersperson Felde and Peterson may attend meeting remotely

2. Pledge of Allegiance

3. Approval of Minutes

Tenth Regular Council Meeting held on August 19, 2024

4. Resignation

Aubrey Lockwood from the Mayor's International Committee

5. Mayoral Appointments

Erin Bremser to be considered for appointment to the Mead Public Library Board of Trustees

Maiyia Chang to be considered for appointment to the Mayor's International Committee

6. Confirmation of Mayoral Appointments

Matt Greenwood to the Director of Information Technology

7. Announcement

Board of Water Commissioners election to be held on September 16, 2024 (Term beginning October 1, 2024). Please submit a letter of interest by Thursday, September 12, 2024.

8. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda.

9. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

10. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances

- [11.](#) R. C. No. 88-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 50-24-25 by City Clerk submitting various license applications; recommends granting with caveat.
- [12.](#) R. C. No. 89-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 36-24-25 by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department, for the period commencing April 1, 2024 and ending June 30, 2024; recommends filing the report.
- [13.](#) R. C. No. 90-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 38-24-25 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the fire department, for the period commencing April 1, 2024 and ending June 30, 2024; recommends filing the report.
- [14.](#) R. C. No. 92-24-25 by Finance and Personnel Committee to whom was referred R. C. No. 264-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 214-22-23 by Finance and Personnel 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 filing the document.
- [15.](#) R. C. No. 94-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 44-24-25 by City Clerk submitting a claim from Cheyanne Pelzek for alleged damages to vehicle from road construction; recommends filing the claim.
- [16.](#) R. C. No. 95-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 2-24-25 by City Clerk a claim from Steven Bastien for alleged damages due to sewer blockage; recommends filing the claim.
- [17.](#) R. C. No. 96-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 23-24-25 by City Clerk a claim from Thomas A. Binder for a sewer backup; recommends filing the claim.

REPORT OF OFFICERS

- [18.](#) R. O. No. 51-24-25 by City Clerk submitting an application for amendment to the official zoning map for the City of Sheboygan from ABG, LLC for property located at 1202 N. 31st Street – Parcel No. 59281213130. REFER TO CITY PLAN COMMISSION
- [19.](#) R. O. No. 52-24-25 by City Clerk submitting a claim from Pamela A. Wenzel for alleged injuries from a fall due to crack in the sidewalk. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [20.](#) R. O. No. 53-24-25 by City Clerk submitting a license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- [21.](#) Res. No. 66-24-25 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan and Shar, Inc. regarding the real estate and building located at 930 North 8th Street. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [22.](#) Res. No. 65-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract with C3 Storage, LLC, for the leasing of City property for a marine vessel winter storage operation. SUSPEND THE RULES AND ADOPT THE RESOLUTION

- 23.** Res. No. 71-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 24.** Res. No. 64-24-25 by Alderpersons Mitchell and Perrella authorizing the purchase of Parcel No. 59281501655 adjacent to Pennsylvania Avenue from PBRK, LLP for future use by the City. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 25.** Res. No. 73-24-25 by Alderpersons Mitchell and Perrella consenting to the Assignment and Assumption of Ground Lease for parcels adjacent to property currently owned by Nemschoff, Inc., contingent upon sale of property to Phoenix Sheboygan III Industrial Investors, LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 26.** Res. No. 68-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract extension with GFL Environmental LLC for refuse and recyclables material transfer and tipping services. REFER TO PUBLIC WORKS COMMITTEE
- 27.** Res. No. 67-24-25 by Alderpersons Rust and La Fave authorizing the creation of a temporary Designated Outdoor Refreshment Area during Riverfest on September 21, 2024. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 28.** Res. No. 69-24-25 by Alderpersons Dekker and Rust authorizing a contract between the City of Sheboygan and Molo, Inc. for marina management software regarding transient and annual marina slip leases at Harbor Centre Marina. REFER TO PUBLIC WORKS COMMITTEE
- 29.** Res. No. 70-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA. REFER TO PUBLIC WORKS COMMITTEE
- 30.** Res. No. 72-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City Officials to enter into contract with Mueller Lawn Manicuring, LLC of Sheboygan for the removal and disposal of 227 trees located at Jaycee Quarryview Park in Sheboygan. REFER TO PUBLIC WORKS COMMITTEE
- 31.** Res. No. 74-24-25 by Alderpersons Dekker and Ramey designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2025 and directing him to submit an Urban Forestry Grant Application. REFER TO PUBLIC WORKS COMMITTEE

REPORT OF COMMITTEES

- 32.** R. C. No. 87-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 62-24-25 by Alderpersons Rust and La Fave authorizing the Fire Chief to accept and expend funds received from the U.S. Department of Homeland Security – Federal Emergency Management Agency (“FEMA”) in the amount of \$361,739.89 from the Assistance to Firefighters Grants (AFG) program to purchase six Cardiac Monitors; recommends amending the Resolution so as to purchase seven monitors and increase and decrease the funding as follows:
 INCREASE:
 Capital Fund – Public Safety – Other Operating Equipment (Acct. No. 400200-651700) \$397,913.88
 Capital Fund - Federal Other Grants (Acct. 400-433000) \$361,739.89
 Capital Fund - Property Tax Levy (Acct. No. 400-411100) \$36,173.99
 DECREASE:

General Fund – Fire & EMS - Full-Time Regular Salaries (Acct. No. 101220-510110) \$36,173.99

General Fund - Property Tax Levy (Acct. No. 101-411100) \$36,173.99.

RECEIVE THE R. C. AND ADOPT THE SUSTITUTE RESOLUTION

33. R. C. No. 91-24-25 by Public Works Committee to whom was referred Res. No. 61-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for the demolition of the former Sheboygan County Highway Department structure and related site improvements so as to prepare the site for construction of a new Fire Department Headquarters Facility; recommends adopting the Resolution. RECEIVE THE R. C. AND ADOPT THE RESOLUTION

34. R. C. No. 93-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 63-24-25 by Alderpersons Mitchell and Perrella authorizing the issuance of a refund for excess property tax payable to JL French/Nemak related to 2021 real estate tax for Parcel No. 59281479013; recommends adopting the Resolution. RECEIVE THE R. C. AND ADOPT THE RESOLUTION

GENERAL ORDINANCES

35. Gen. Ord. No. 16-24-25 by Alderpersons Belanger and Ramey amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1202 N. 31st Street from Class Suburban Office (SO) to Class Urban Residential (UR-12) Classification. REFER TO CITY PLAN COMMISSION

36. Gen. Ord. No. 17-24-25 by Alderpersons Rust and La Fave amending various sections of the Sheboygan Municipal Code so as to improve clarity and interpretation. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

37. 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

TENTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, August 19, 2024

OPENING OF MEETING

*Council President Dean Dekker presided over the meeting in Mayor Ryan Sorenson's absence.

1. Roll Call

Alderpersons present: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

Aldersperson excused: Rust – 1.

2. Pledge of Allegiance**3. Approval of Minutes**

Ninth Regular Council Meeting held on August 5, 2024

MOTION TO APPROVE

Motion made by Perrella, Seconded by Mitchell.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey

4. Announcement

Board of Water Commissioners election to be held on September 16, 2024 (Term beginning October 1, 2024). Please submit interest to Council President Dean Dekker or City Clerk Meredith DeBruin. There is a Committee of the Whole meeting scheduled for immediately following the Finance and Personnel Committee meeting on August 26, 2024.

5. Mayoral Appointments

Matt Greenwood to the Director of Information Technology. Lays over.

6. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

CONSENT**7. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

Motion made by Perrella, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

8. R. C. No. 72-24-25 by Finance and Personnel Committee to whom was referred Res. No. 53-24-25 by Alderpersons Mitchell and Perrella for inclusion under the Wisconsin Department of Employee Trust Funds' Income Continuation Insurance Program; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

9. R. C. No. 75-24-25 by Finance and Personnel Committee to whom was referred Res. No. 56-24-25 by Alderpersons Mitchell and Perrella authorizing the appropriate City officials to execute a Memorandum of Understanding with Weill Center Foundation, Inc. regarding the terms and understandings between the parties with regard to costs of expansion; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

10. R. C. No. 76-24-25 by Finance and Personnel Committee to whom was referred R. C. No. 268-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 95-23-24 by City Clerk 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; recommends filing the document.

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion made by Perrella, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

11. R. C. No. 77-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 41-24-25 by Comptroller Evan Grossen pursuant to Sheboygan Municipal Code § 2-912(b), which requires the comptroller to 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, the attached list of paid vouchers for June 2024 is being provided; recommends filing the document.

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion made by Perrella, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

12. R. C. No. 78-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 45-24-25 by Human Resources & Labor Relations Director Kelly Hendee submitting an exit interview report for Quarter 2 for the City of Sheboygan; recommends filing the document.

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion made by Perrella, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

- 13. R. C. No. 79-24-25 by Finance and Personnel Committee to whom was referred R. O. No. 1-25 by City Clerk submitting a Summons and Complaint in the matter of BankUnited N.A. vs. Joseph P. Champeau et al; recommends filing the document.

MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion made by Perrella, Seconded by Ramey.
 Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

- 14. R. C. No. 81-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 15-24-25 by Alderpersons Rust, Perrella, and Peterson amending sections 14-308 and 14-309 of the Sheboygan Municipal Code so as to allow food trailers to be food trucks; recommends adopting the Ordinance.

MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion made by Perrella, Seconded by Ramey.
 Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

- 15. R. C. No. 82-24-25 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 43-24-25 by City Clerk submitting various license applications; recommends granting the licenses with caveats.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS WITH CAVEATS

Motion made by Perrella, Seconded by Ramey.
 Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

- 16. R. C. No. 86-24-25 by Public Works Committee to whom was referred Res. No. 57-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with Buyten-Peterson Construction Company for the construction of the Wildwood Parking Lot and Kiwanis Park Improvements; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Ramey.
 Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

- 17. R. C. No. 84-24-25 by Public Works Committee to whom was referred Res. No. 50-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into a contract with Ayres Associates, Inc. for the design of the New Jersey Avenue bridge rehabilitation over the Sheboygan River; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Ramey.
 Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

- 18. R. C. No. 85-24-25 by Public Works Committee to whom was referred Res. No. 51-24-25 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract

with Ayres Associates, Inc. for the design of Pigeon River Stream Stabilization Upstream of M Road Bridge; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

REPORT OF OFFICERS

- 19. R. O. No. 47-24-25 by Director of Public Works Travis Peterson submitting a recommendation that Kevin Jump be appointed as City Engineer for the City of Sheboygan.

MOTION TO ACCEPT AND FILE

Motion made by Perrella, Seconded by Belanger.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

- 20. R. O. No. 48-24-25 by City Clerk submitting a claim from Kathleen Knoll requesting the City pay her plumbing bill. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 21. R. O. No. 49-24-25 by City Clerk submitting a claim from Shannon Kroening for alleged damages to her vehicle when struck by the arm of a garbage truck. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 22. R. O. No. 50-24-25 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- 23. Res. No. 60-24-25 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a conflict waiver letter prepared by Quarles & Brady LLP regarding representation of the City of Sheboygan and Advocate Health.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Peterson.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

- 24. Res. No. 61-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for the demolition of the former Sheboygan County Highway Department structure and related site improvements so as to prepare the site for construction of a new Fire Department Headquarters Facility. REFER TO PUBLIC WORKS COMMITTEE
- 25. Res. No. 59-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to accept and expend funds received from the Wisconsin Department of Natural Resources as part of the Urban Forestry Inflation Reduction Act (UFIRA) Grant Program.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Perrella, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson,

- 26. Res. No. 62-24-25 by Alderpersons Rust and La Fave authorizing the Fire Chief to accept and expend funds received from the U.S. Department of Homeland Security – Federal Emergency Management Agency (“FEMA”) in the amount of \$361,739.89 from the Assistance to Firefighters Grants (AFG) program to purchase six Cardiac Monitors. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

- 27. R. C. No. 73-24-25 by Finance and Personnel Committee to whom was referred Res. No. 54-24-25 by Alderpersons Mitchell and Perrella authorizing the purchase of Parcel No. 59281501655 adjacent to Pennsylvania Avenue from PBRK, LLP for future use by the City; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

- 28. R. C. No. 74-24-25 by Finance and Personnel Committee to whom was referred Res. No. 55-24-25 by Alderpersons Mitchell and Perrella authorizing the purchase of Parcel No. 59281501530 adjacent to N. Commerce Street from Daniel R. Cimarosti, Susan M. Cimarosti, and Jonathan D. Cimarosti for future use by the City; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

- 29. R. C. No. 80-24-25 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 58-24-25 by Alderpersons Mitchell and Perrella authorizing the sale of City of Sheboygan Parcel No. 59281701660 to Devin L. Hessler; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Perrella.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

- 30. R. C. No. 83-24-25 by Public Works Committee to whom was referred Res. No. 49-24-25 by Alderpersons Dekker and Ramey authorizing entering into a professional services agreement with R.A. Smith, Inc. for design and engineering services for upgrades to the Uptown Parklet on St. Clair Avenue; recommends filing the Resolution.

MOTION TO RECEIVE THE R. C. AND FILE THE RESOLUTION

Motion made by Ramey, Seconded by Belanger.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Peterson, Ramey – 8.

Voting Nay: Perrella – 1.

OTHER MATTERS AUTHORIZED BY LAW – None.

Item 3.

ADJOURN MEETING

31. Motion to Adjourn

MOTION TO AJOURN AT 6:34 PM

Motion made by Perrella, Seconded by Ramey.

Voting Yea: Belanger, Dekker, Felde, Heidemann, La Fave, Mitchell, Perrella, Peterson, Ramey – 9.

September 3, 2024

Resignation

Aubrey Lockwood from the Mayors International Committee effective August 22, 2024.



August 29th 2024

TO THE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Erin Bremser to be considered for appointment to the Mead Public Library Board of Trustees
- Maiyia Chang to be considered for appointment to the Mayor's International Committee

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov



August 15th 2024

TO THE MEMBERS OF THE COMMON COUNCIL:

Pursuant to section 2-528(b) of the Sheboygan Municipal Code relating to the Director of Information Technology, we hereby recommend that Matt Greenwood be appointed as the Director of Information Technology for the City of Sheboygan effective July 22nd 2024.

Ryan Sorenson
Mayor

Casey Bradley
City Administrator

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

PUBLISH - August 12, 2024

**NOTICE OF ELECTION
OF WATER COMMISSIONER**

September 16, 2024

Notice is hereby given that the Common Council of the City of Sheboygan will hold an election in Council Chambers, 3rd Floor City Hall, 828 Center Avenue, Sheboygan, Wisconsin, on Monday, September 16, 2024, 6:00 p.m. to elect a successor for the following office:

**MEMBER OF THE BOARD OF WATER
COMMISSIONERS - 3-year term**

**Incumbent Richard Dale - current term to
expire on October 1, 2024**

Any citizen desiring election to the Board of Water Commissioners may contact City Clerk, Meredith DeBruin or Council President, Dean Dekker to have his or her name placed for nomination. (920) 459-3361.

MEREDITH DEBRUIN
City Clerk

**CITY OF SHEBOYGAN
R. C. 88-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

SEPTEMBER 3, 2024.

Your Committee to whom was referred R. O. No. 50-24-25 by City Clerk submitting various license applications; recommends granting with caveats (*):

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3445	J & J's Hot Spot	1823 N. 12 th Street – One day event 9/15/24 to include current premise and parking lot to the South of the business.
1040	Brennan's On Michigan	1101 Michigan Avenue – Two-day event 9/28/24 – 9/29/24 to include current premise and West and South Parking Lot.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3677	LJGreasie Cook LLC (Al & Al’s)	1502 S. 12 th Street
*Grant contingent upon applicant correcting application.		

Committee:

_____	_____
_____	_____
_____	_____

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
R. O. 50-24-25**

BY CITY CLERK.

AUGUST 19, 2024.

Submitting various license applications.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3445	J & J's Hot Spot	1823 N. 12 th Street – One day event 9/15/24 to include current premise and parking lot to the South of the business.
1040	Brennan's On Michigan	1101 Michigan Avenue – Two-day event 9/28/24 – 9/29/24 to include current premise and West and South Parking Lot.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3677	LJGrease Cook LLC (Al & Al's)	1502 S. 12 th Street

**CITY OF SHEBOYGAN
R. C. 89-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

SEPTEMBER 3, 2024.

Your Committee to whom was referred R. O. No. 36-24-25 by Police Chief Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the police department, for the period commencing April 1, 2024 and ending June 30, 2024; recommends filing the report.

Committee:

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
R. O. 36-24-25**

BY POLICE CHIEF CHRISTOPHER DOMAGALSKI.

AUGUST 5, 2024.

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

	Y-T-D 6/30/24	Y-T-D 6/30/23	2024 Goals	2023 Actual	2022 Actual
<u>Patrol and Investigations</u>					
Murder & Non-Negligent Manslaughter	1	0	0	0	0
Manslaughter by Negligence	0	0	0	0	0
Sex Offenses – Forcible	30	25	60	50	55
Sex Offenses – Non-Forcible	10	8	15	10	11
Aggravated Assault	79	51	100	117	110
Select Crimes Against Persons Total	120	84	200	177	176
Robbery					
Burglary	12	30	100	65	65
Theft/Larceny	228	275	800	585	597
Motor Vehicle Theft	6	8	30	19	29
Arson	1	0	10	2	10
Select Crimes Against Property Total	248	319	950	679	712
Percent of Offenses Cleared	75%	64%	70%	61%	60%
Value of Property Stolen	\$347,013	\$223,917	\$500,000	\$451,440	\$684,397
Value of Property Recovered	\$270,942	\$89,776	\$200,000	\$305,082	\$340,673
Percent of Stolen Recovered	78%	40%	40%	68%	50%
Accident Investigations	691	702	1,500	1,390	1,418
Traffic Stops	3,057	2,639	No Goal	5,382	5,799
Traffic Arrests	2,243	1,941	No Goal	3,897	3,856
Other Arrests	1,538	1,552	No Goal	2,943	3,074
Speed Trailer Deployments	6	3	20	10	12
HVEE Deployments	241	38	12	210	68
Parking Tickets Issued	7,075	4,720	10,000	8,274	8,366
Bicycles Recovered	61	70	150	198	152
Involuntary Commitments	29	51	No Goal	110	138
<u>Administration</u>					
District Attorney Request for Digital Evidence	611	585	2,750	1,156	1,078
Open Records Requests	2,920	3,147	4,000	6,045	6,688
Nixle Messages Sent	23	36	250	60	92
Press Releases	6	9	50	15	23
Tweets	22	37	350	61	126
Facebook Followers*	19,443	17,911	19,000	18,503	17,515
Reported Crime Maps	53	52	104	98	87
Crime Comparison Reports	13	13	26	25	20

*Facebook no longer reports likes which were previously tracked

**CITY OF SHEBOYGAN
R. C. 90-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

SEPTEMBER 3, 2024.

Your Committee to whom was referred R. O. No. 38-24-25 by Fire Chief Eric Montellano pursuant to section 24-459 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the fire department, for the period commencing April 1, 2024 and ending June 30, 2024; recommends filing the report.

Committee:

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
R. O. 38-24-25**

BY FIRE CHIEF ERIC MONTELLANO.

AUGUST 5, 2024.

Pursuant to section 24-459 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department, for the period commencing April 1, 2024 and ending June 30, 2024.

2024 SECOND QUARTER REPORT

	2022 EOY	2023 EOY	2023 YTD	2024 YTD
<u>Incident Types</u>				
Fires	92	87	41	36
Rescue & EMS	5,170	5,147	2,487	2,619
Non-Fires	1,558	1,409	642	715
TOTAL	6,820	6,643	3,170	3,370
<u>Incident Count Per Station</u>				
Station 1	2,003	2,032	936	1,051
Station 2	1,229	1,169	571	596
Station 3	1,677	1,652	793	818
Station 4	1,171	1,086	505	504
Station 5	609	556	290	315
Mutual Aid Given	131	85	75	41
Mutual Aid Received	54	56	26	13
Overlapping Calls (Percent)	64%	63%	62%	75%
Overlapping Calls (Count)	4,380	4,215	1,976	2,532
<u>Fire Loss</u>				
Incidents	61	60	24	32
Pre Incident Value	\$ 163,942,270	\$ 59,645,278	\$ 27,631,015	\$ 49,314,330.00
Property Loss	\$ 887,790	\$ 745,460	\$ 367,460	\$ 184,160.00
Content Loss	\$ 1,115,910	\$ 205,730	\$ 121,005	\$ 52,910.00
Total Loss	\$ 2,003,700	\$ 951,190	\$ 488,465	\$ 237,070.00
Average Loss	\$ 32,848	\$ 15,853	\$ 20,353	\$ 7,408.44
Property Saved	\$ 161,938,570	\$ 58,694,088	\$ 27,142,550	\$ 49,077,260.00
<u>Workload</u>				
Inspections	2,267	2,556	2,141	214
School Safety Programs (Students)	3148	3118	0	0
Public Events	56	105	47	39
Station Tours	9	16	4	15
Installed Smoke Alarms	82	79	24	33
Fire Training Hours	4,981	17,060	9,715	6,857
EMS Training Hours	2,072	2,333	1,423	1,850
Investigations	84	78	34	34
<u>Effectiveness</u>				
ISO Rating	2	2	2	2

**CITY OF SHEBOYGAN
R. C. 92-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

SEPTEMBER 3, 2024.

Your Committee to whom was referred R. C. No. 264-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 214-22-23 by Finance and Personnel 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 filing the document.

Committee:

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
R. C. 264-23-24**

BY FINANCE AND PERSONNEL COMMITTEE.

APRIL 15, 2024.

Your Committee to whom was referred R. C. No. 214-22-23 by Finance and Personnel 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 2024-2025 council year.

Committee:

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

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 14.

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.

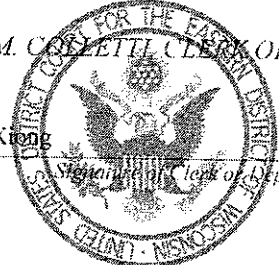
Within 21 days after service of this summons on you (not counting the day you receive it) – or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12(a)(2) or (3) – you must serve on the plaintiff an answer to the 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)

- Citizen of This State 1 2 Citizen of Another State 3 Citizen or Subject of a Foreign Country PTF DEF 1 1 2 2 3 3 Incorporated or Principal Place of Business In This State 4 4 Incorporated and Principal Place of Business In Another State 5 5 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

Table with columns: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, FEDERAL TAX SUITS, OTHER STATUTES. Includes codes like 110 Insurance, 210 Land Condemnation, 310 Airplane, 440 Other Civil Rights, 625 Drug Related Seizure, 710 Fair Labor Standards, 820 Copyrights, 870 Taxes, etc.

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: [X] 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

Case 2:23-cv-00149-LA Filed 02/06/23 Page 1 of 4 Document 1-1

June 01, 2020

To Whom It May Concern:

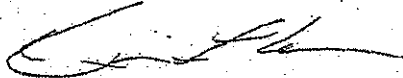
I am writing this letter of recommendation for Todd Wolf. It was a privilege to work with Todd from January 2014 – September 2019 at Curt Joa Inc. When Todd started, I was the cost accounting manager and he was a project leader. After 2 years, Todd was promoted to Business Development Manager in the 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 d dd
r r r r r

Paul C. Weaver

Project 4 Services, LLC.

[REDACTED]

Jen DeMaster

From: Jack Liebl [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

Hi Todd [REDACTED] I don't know if you are allowed to have conversations with city employees now, so if you can't feel free to ignore this.

I've thought about reaching out to you for a while but obviously we were not able to have communication with you. I want to thank you for the

[REDACTED] I've heard so many great stories of the positive impact you have made on many employees here at the city. It's a true shame how things ended with you and the city. We were all hoping you would

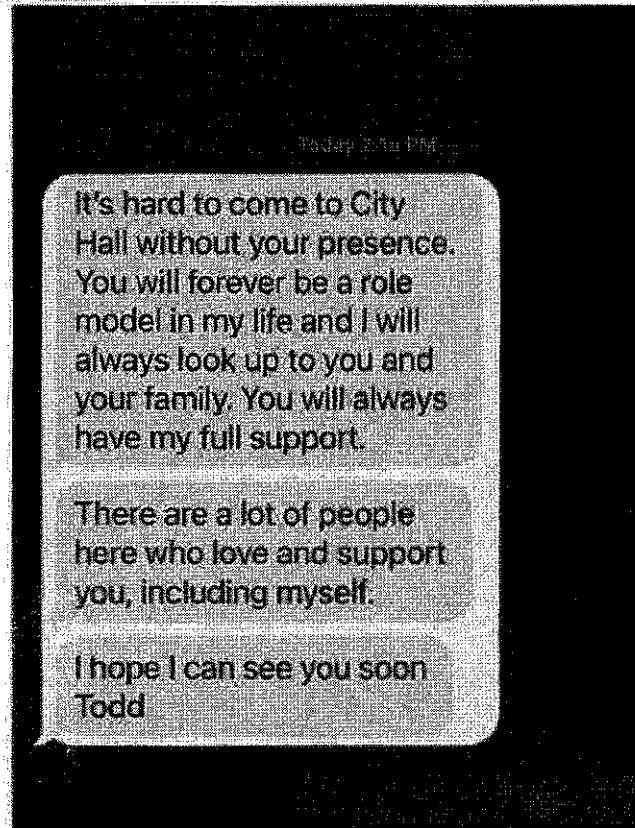
be able to come back.. I wanted to wish you the best and if there's anything I can do to help, please let me know.

The atmosphere isn't the same without you here and it's been rough since you were suspended. But I know you will find something great because you are great, known and respected leader in this area and not just by the employees at the city. I'll never forget other managers at my last job telling me how great you were before I even came here and how they knew this was a great opportunity because I would get to work with you.

EXHIBIT

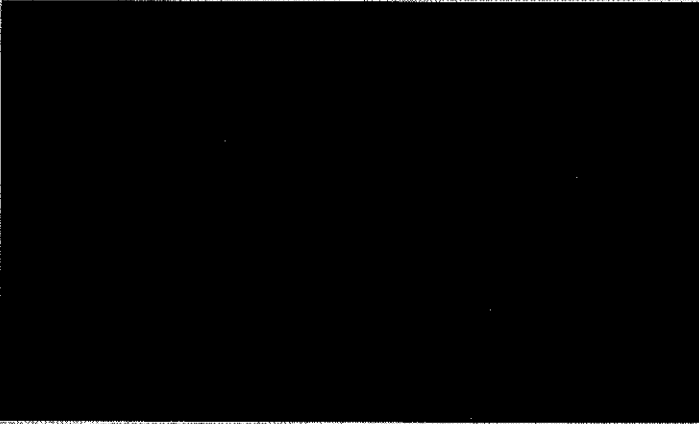
C

exhibitsfcker.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





Non-Rep Employee Evaluation

Item 14.

EXHIBIT
 D

Employee Name: <u>Todd Wolf</u> Position Title: <u>City Administrator</u> Department: <u>City Management</u>	Reason For Evaluation: <input type="checkbox"/> Annual <input checked="" type="checkbox"/> Other <input type="checkbox"/> Month Review Date of Evaluation: <u>01/22/21</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 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"/>

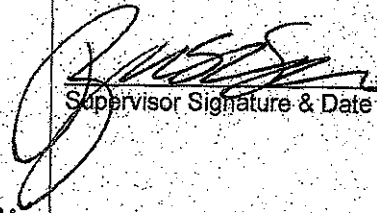

Comments:

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: <input type="text"/>  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%							
Score and Percent Increase: 2 %							

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>
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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: <i>Good job in meeting January 2021 review goals.</i>							
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:							
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: <i>Work to lead by example - making sure to take time to re-charge... at least one week away from the office. (heard & safety issue)</i>							

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: <i>Keep up the excellent work that you are doing with HR and finance.</i>														
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: 				<i>Barbara Felde</i> 10/16/21 Supervisor Signature & Date										
Employee Signature & Date 				Director Signature & Date _____										
Overall Comments:														
<i>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.</i>						<table style="width: 100%; border-collapse: collapse;"> <tr> <th style="background-color: #cccccc;">Rating Scale for Percentage Increase</th> </tr> <tr> <td style="text-align: center;">Score 3.0 - 4.0 = 2%</td> </tr> <tr> <td style="text-align: center;">Score 2.5 - 3.0 = 1.75%</td> </tr> <tr> <td style="text-align: center;">Score 2.0 - 2.5 = 1.50%</td> </tr> <tr> <td style="text-align: center;">Score Below 1.99 = 0 to 1.25%</td> </tr> <tr> <th style="background-color: #cccccc;">Percent Increase</th> </tr> <tr> <td style="text-align: center;">%</td> </tr> </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 ~~etc~~ eg. diversity & inclusion, communication skill, city administrator protocols, technology*

Other:

Coaching Dates

Coaching #1:
Coaching #2:

Coaching #3:
Coaching #4:



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 that 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

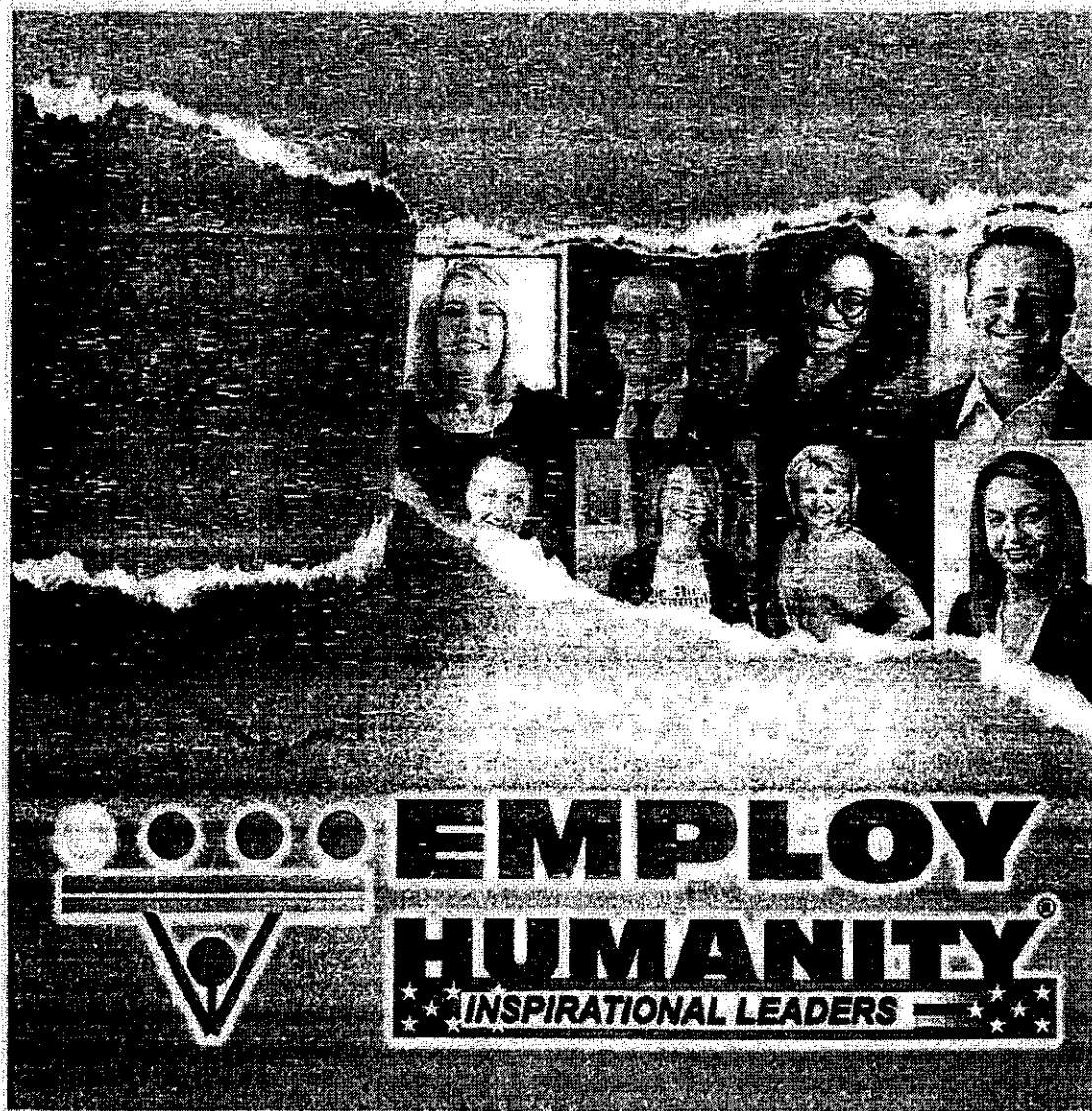
- d. Grota Appraisals Re-Valuation – Phase 2 of 5 underway
 - i. Bringing city into compliance with State Department of Revenue (non-compliant since 2018)
- e. Reaffirm Moody's Aa2 rating
- f. Tyler Payments Credit Card processing module implementation approved & in-process
- 2. Employee-related
 - a. 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:

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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
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VIEW MAGAZINE

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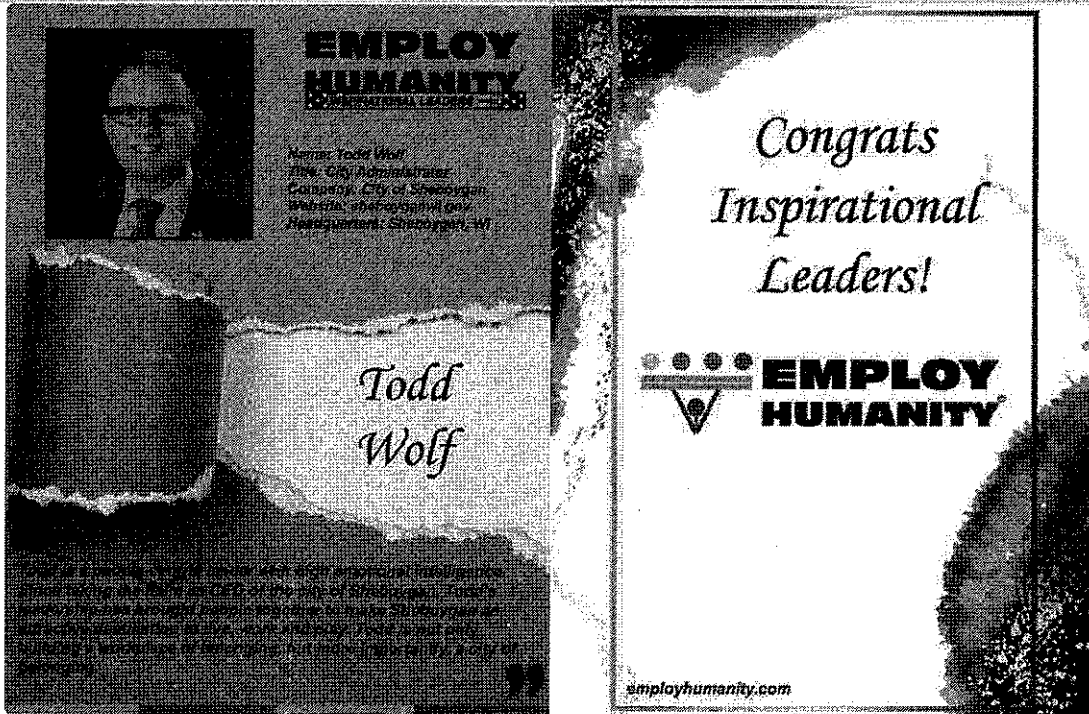
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[Unsubscribe carrie.arenz@sheboyganwi.gov](mailto:unsubscribe.carrie.arenz@sheboyganwi.gov)

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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

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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.

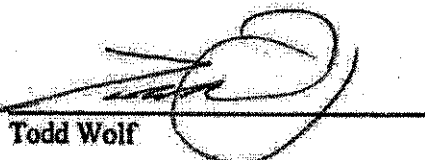
7. In order to enable the Employee to perform his duties as a representative of the City, the City shall provide an expense account of \$2,500.00 per year. The Employee shall document his expenditures and follow all applicable policies of the City.
8. The Employee is encouraged to participate and be 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

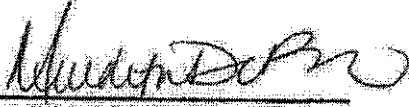
- e. If the Employee is terminated for cause with due process or because of a felony conviction, then the City is not obligated to pay severance under this section.
- 14. If the Employee voluntarily resigns his position, he must provide the City a minimum of 60 calendar days' written notice unless the 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

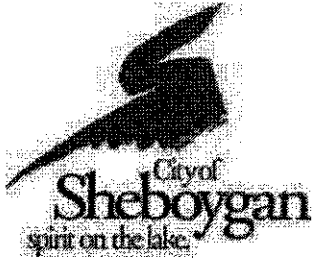
⁸¹ See chapter 82, Sheboygan Municipal Code.

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.

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Employee Handbook



2016

Revised: January, 2016

EXHIBIT
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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:

- | | |
|---|---|
| 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.

Fox & Fox
S.C.
ATTORNEYS AT LAW

April 8, 2022

Rupneet Sidhu
Equal Rights Officer
Equal Rights Division
819 North 6th Street, Rm. 723
Milwaukee, WI 53203-1687
E: Rupneet.Sidhu@dwd.wisconsin.gov

RE: *Schneider v. City of Sheboygan*
ERD Case No. CR202200171
EEOC Case No. 26G202200443C

Dear Ms. Sidhu,

This letter responds to your correspondence of March 14, 2022 and offers rebuttal to the Respondent's March 11, 2022 position statement in this matter.

I. Introduction & General Rebuttal

The City of Sheboygan's response ignores the bulk of Ms. Schneider's allegations other than to assert that the City does not discriminate or retaliate and to suggest that she was an inexperienced and disgruntled employee who was upset that the City hired a third party to investigate a female police officer's claim of sexual harassment. While this defense may be enough at a merits hearing where the credibility of competing testimony can be measured, it is not enough at the probable cause stage for an employer to ask the Division to simply take it at its word, especially in the face of competing and unchallenged allegations from the complainant.

In her complaint, Ms. Schneider made the following assertions that went unaddressed in the respondent's position statement:

EXHIBIT

M

exhibitstickler.com

Madison
124 W Broadway
Monona, WI 53716
p: 608.258.9588
f: 608.258.9105

Milwaukee
111 E Wisconsin Ave
Suite 1925
Milwaukee, WI 53202
p: 414.326.3260
f: 414.224.1411

Chicago
111 E Wacker Dr.
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Chicago, IL 60601
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Also Admitted in Illinois

ER Officer Rupneet Sidhu

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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

ER Officer Rupneet Sidhu

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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

I. 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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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

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Enclosures

cc: Vicky Schneider
Respondent

Department of Workforce Development
Equal Rights Division

r R
M

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 akler, 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)

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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



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.

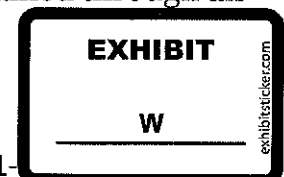
The city council discussed personnel issues in closed session on Monday and last week.

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

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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,

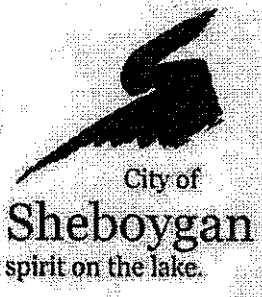
Please read the attached communication from me today prior to Council meeting tonight.

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

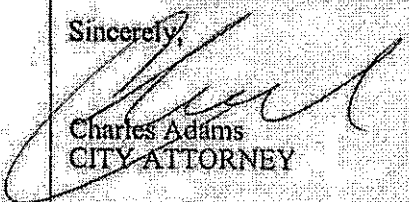
Mr. Todd Wolf
[redacted] Columbus Avenue
Sheboygan, WI 53081

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

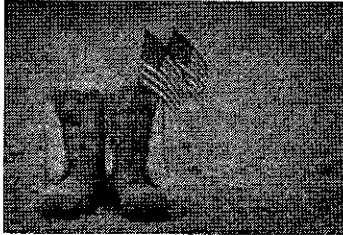
cc: Mayor Ryan Sorenson
Council President Barb Felde

GOPY

EXHIBIT
AA
exhibitsticker.com

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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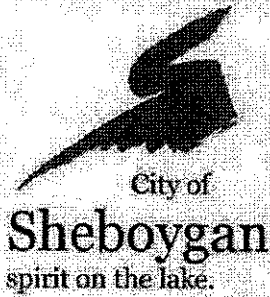
Tonight will be an opportunity to hear from Todd directly!

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R r

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exhibitsider.com



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

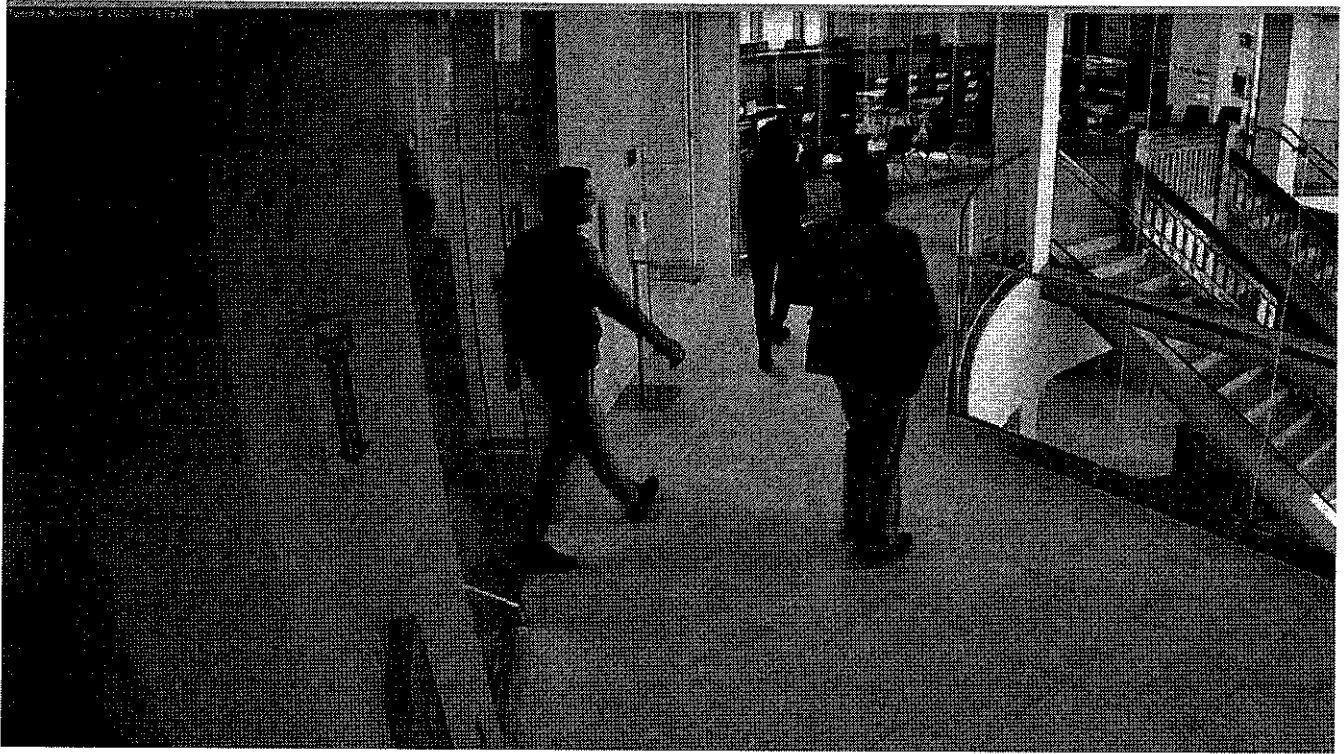
CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

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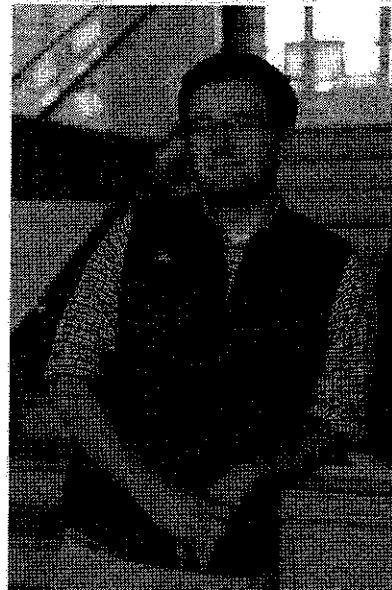
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"It's very watered down and so we don't necessarily have an advocate that is fully aware of all the city issues that we have," Sorenson said. "Anecdotally, I think people feel more deflated because they're like, 'Well it's gerrymandered, so what are 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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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 to email in Outlook 2016 or later

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

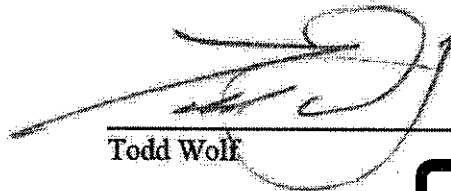


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Personnel Records Release Authorization

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

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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

HH

exhibiticker.com

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 Attorney 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.



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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

EXHIBIT

JJ

exhibitsticker.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 all
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

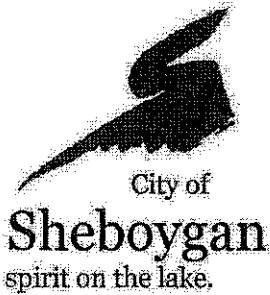
Local government is the foundation of democracy if it fails democracy will fail Robert W. Lack

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EXHIBIT

KK

exhibit@sticker.com



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.

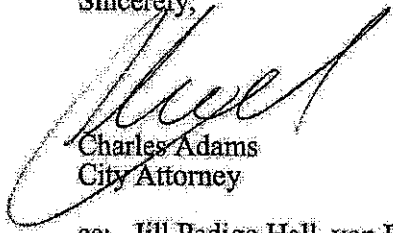
Your obligation to keep the above-stated information confidential exists until you are formally and expressly relieved of this direction by me.

- **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*

EXHIBIT

NN

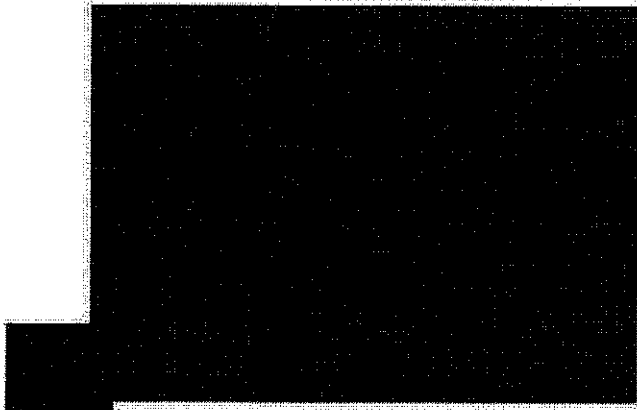
exhibitsticker.com

3:30

46

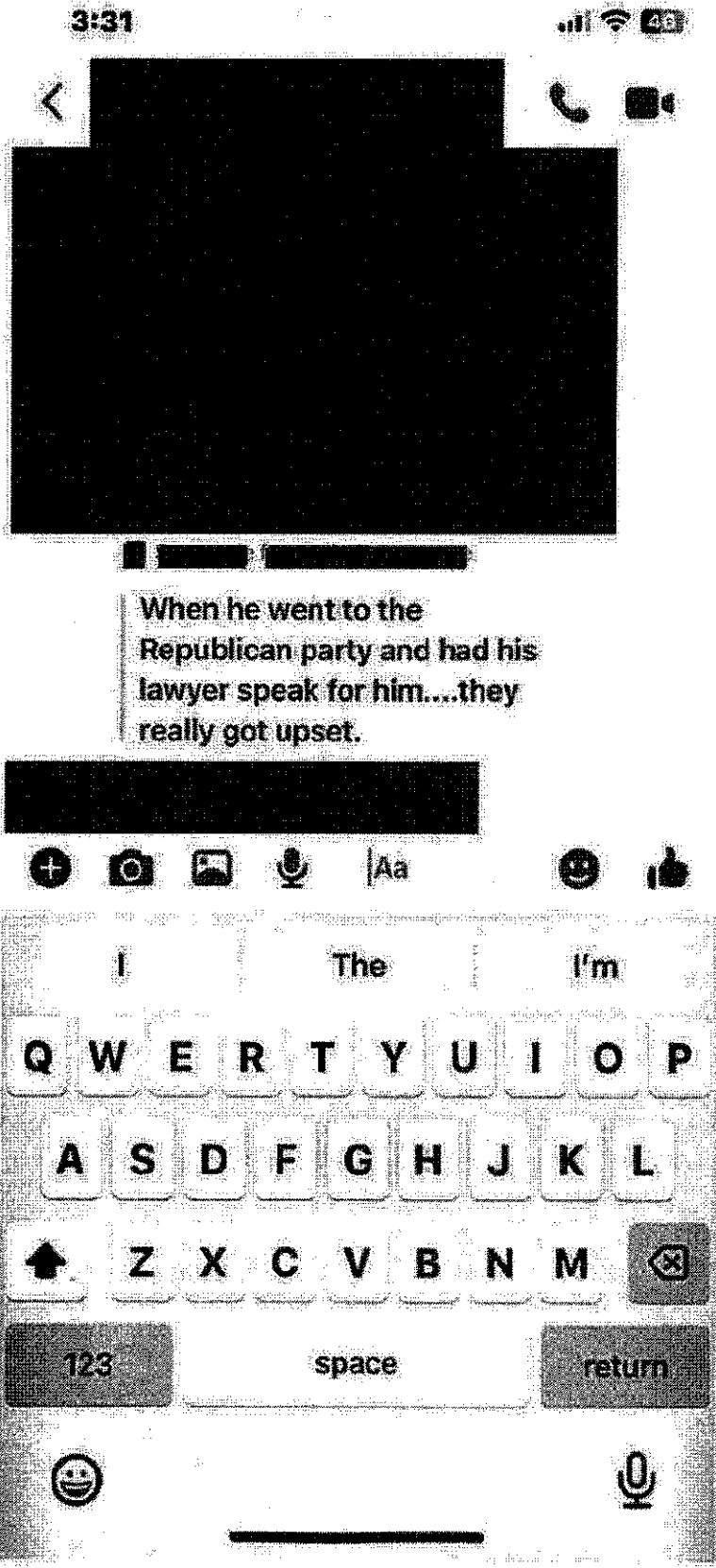
< [Redacted Name] Active 26m ago

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.



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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.

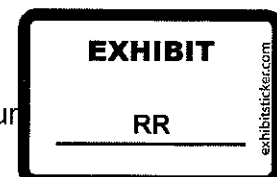
Members of the public who wish to participate in public forum remotely shall provide notice to the City Clerk at (920) 459-3361 at least 24 hours before the meeting so that the person may be provided a remote link for that purpose.

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.



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.

**CITY OF SHEBOYGAN
R. C. 94-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

SEPTEMBER 3, 2024.

Your Committee to whom was referred R. O. No. 44-24-25 by City Clerk submitting a claim from Cheyanne Pelzek for alleged damages to vehicle from road construction; recommends filing the claim.

Committee:

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
R. O. 44-24-25**

BY CITY CLERK.

AUGUST 5, 2024.

Submitting a claim from Cheyanne Pelzek for alleged damages to vehicle from road construction.

DATE RECEIVED 7-23-2024

RECEIVED BY MKC

Item 15.

CLAIM NO. 6-24-

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: Cheyenne Pelzek
- 2. Home address of Claimant: 1008 Huron Avenue
- 3. Home phone number: 920-226-7372
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 7-21-2024 at 11:40am

6. Where did damage or injury occur? (give full description) Approx 2208 519th St (Oakland ave between 519th and Sawk trail RD)

7. How did damage or injury occur? (give full description) Road construction in process on Oakland ave, pipes had just been replaced ~~underground~~ underground, no barricades were present and pipe was sticking out of the ground far enough that when I drove over it it caught the undercarriage of my car and damaged transmission assembly

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: _____

by
axel
assembly
and
oil
pan.

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: city street under construction and pipe unmarked, no road construction signs, pipe was not barricaded very unlevel with large dips around pipe (see pictures)

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

negligence on city of sheboygan street department and contracted construction company doing the road work

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 15.

Damage to undercarriage of car including transmission, engine oil pan and drain and CV axle assembly both sides (see picture)

11. Name and address of any other person injured:

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

Auto: \$9924.73

Property: \$

Personal injury: \$

Other: (Specify below) lost wages \$ approx \$1000 to date

TOTAL \$ 10,924.73 approx to date

Damaged vehicle (if applicable)

Make: Hyundai Model: Sonata Year: 2015 Mileage: approx 94,000m

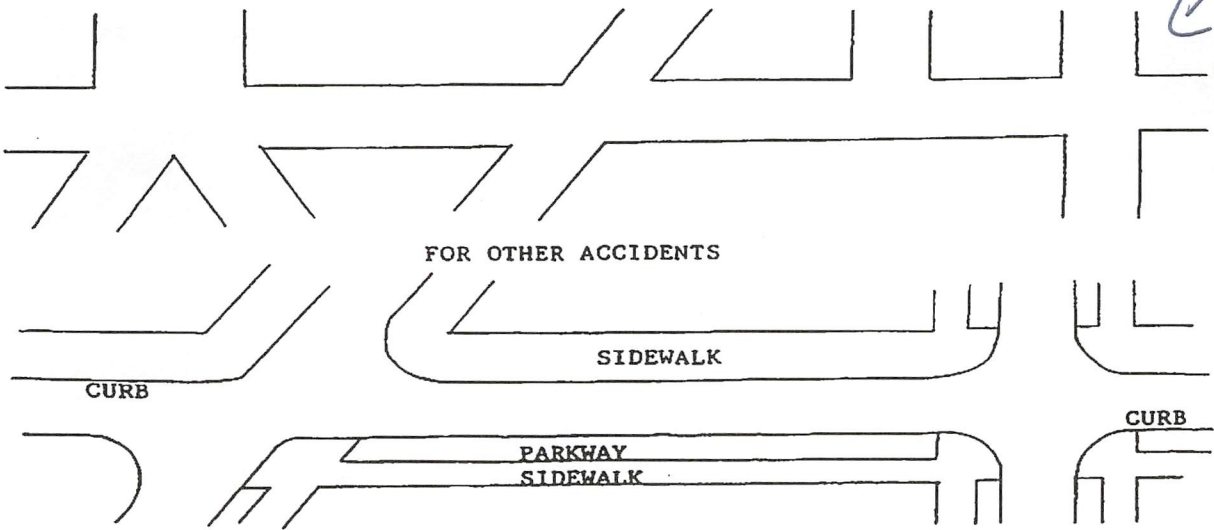
Names and addresses of witnesses, doctors and hospitals:

William Leatherberry 830 W Water St apt # 221 Sheboygan WI 53081

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 attached diagram



SIGNATURE OF CLAIMANT Cheyanne Pejk DATE 7-23-2024

DATE RECEIVED _____

RECEIVED BY _____ Item 15.

CLAIM NO. _____

CLAIM

Claimant's Name: Cheyenne Pelzer

Auto \$ \$9924.73

Claimant's Address: 1008 Huron Ave Sheb WI

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. 920-226-7372

Other (Specify below) lost wages \$ approx \$1000 to date
TOTAL \$ 10,924.73

approx to date

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

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

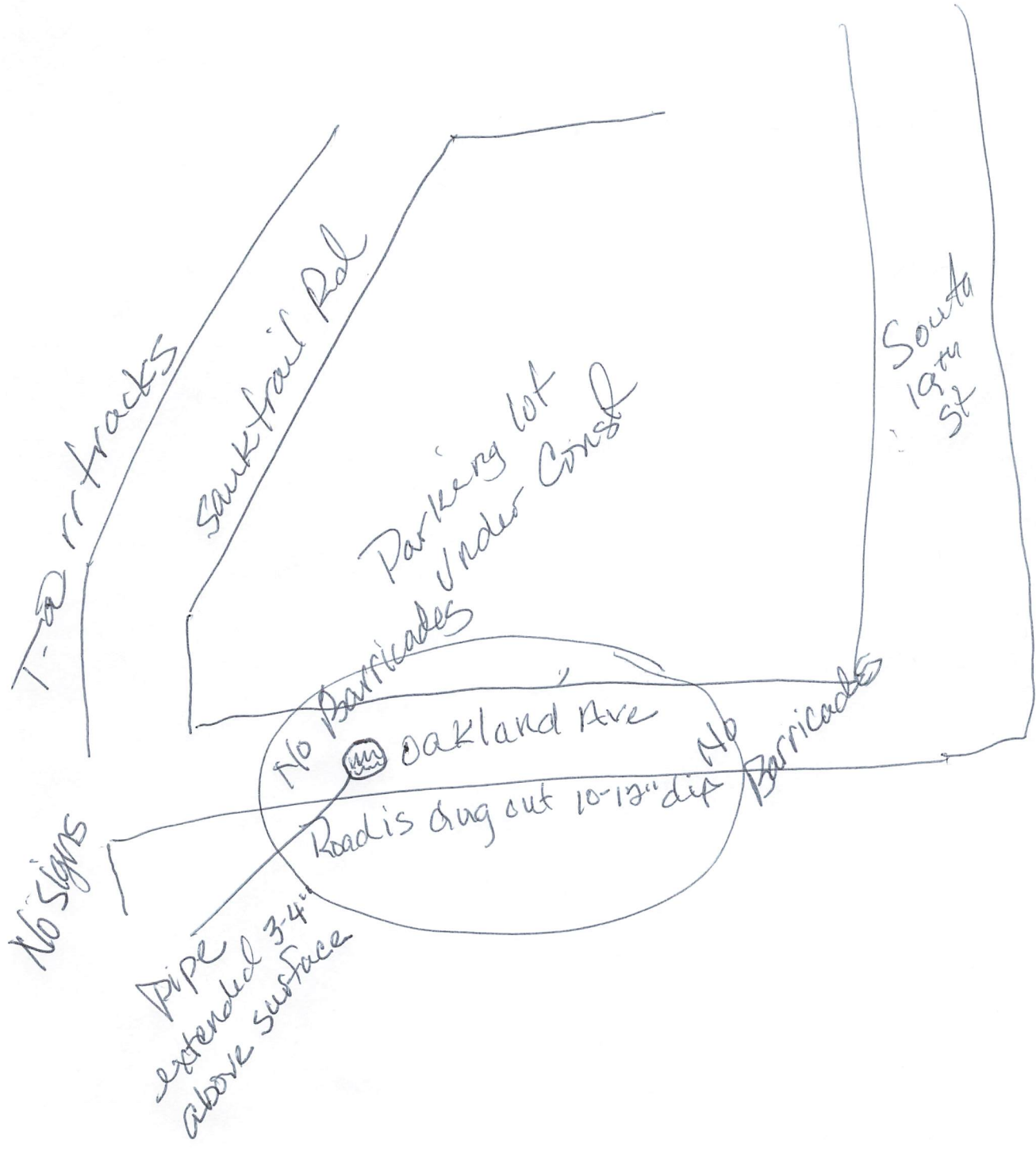
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 10,924.73.

SIGNED Cheyenne Pelzer

DATE: 7-23-2024


ADDRESS: 1008 Huron Ave Sheboygan WI 53081

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









Monday morning after speaking with
Construction Company + City of
Sheboygan - Construction Company is
covering w/ gravel / dirt -
you can see where they are
trying to cover up pipe and
ful in low spots -



Van Wyk Auto

1521 N 13th St/1821 Cooper Ave
 Sheboygan, WI 53083
 (920) 208-7699
 vanwykauto@gmail.com
 https://www.vanwykautowi.com

Estimate for RO

Item 15.

Service Advisor:

Date Created: 07/22/24 at 12:10 PM CDT

Client: Cheyenne Pelzek

Vehicle: 2015 Hyundai Sonata Sport

Cheyenne Pelzek 1008 Huron Avenue Sheboygan, WI 53081 Phone: (920) 226-7372	2015 Hyundai Sonata Sport 2.4L 4Cyl GAS Naturally Aspirated VIN: 5NPE34AF2FH186952 License: TEMP Color: Silver Odometer In: 94203 / Out: 94203	RO #33321 Time-In: 07/22/24 at 12:10 PM CDT Save Parts: No
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Client concerns:

- Drove over a pipe and it stuck in the bottom of the car

1 - inspection		
Labor:	diag	\$127.42
<input type="checkbox"/> APPROVE or <input type="checkbox"/> DECLINE		Subtotal \$127.42 + est. Tax \$7.01 \$134.43

2 - Drove over a pipe and it stuck in the bottom of the car		
Labor:	Remove & Replace Transmission Assembly	\$1,209.22
	Remove & Replace Trans Mount	\$182.21
	Remove & Replace CV Axle Assembly (Both Sides)	\$265.03
	Remove & Replace Lower Engine Oil Pan Gasket	\$231.90
Parts:	CV Axle	1 \$239.68
	CV Axle	1 \$303.21
	Engine Torque Strut Mount	1 \$206.12
	Engine Oil Pan	1 \$124.44
	Engine Oil Drain Plug	1 \$24.08
	Automatic Transmission Assembly	1 \$6,581.45
<input type="checkbox"/> APPROVE or <input type="checkbox"/> DECLINE		Subtotal \$9,367.34 + est. Tax \$515.20 \$9,882.54

3 - l of		
Labor:	Lube, oil, and filter	\$39.99
Parts:	OIL	5 \$0.00
	OIL FILTER	1 \$0.00
<input type="checkbox"/> APPROVE or <input type="checkbox"/> DECLINE		Subtotal \$39.99 + est. Tax \$2.20 \$42.19

4 - front brakes		
Labor:	Replace front disc pads and rotors	\$186.63
Parts:	Disc Brake Pad Set	1 \$79.99
	Disc Brake Rotor	2 \$127.00
<input type="checkbox"/> APPROVE or <input type="checkbox"/> DECLINE		Subtotal \$393.62 + est. Tax \$21.65 \$415.27

5 - rear brakes		
Labor:	Replace rear disc pads and rotors	\$186.63
Parts:	Disc Brake Pad Set	1 \$79.99
	Disc Brake Rotor	2 \$127.00
<input type="checkbox"/> APPROVE or <input type="checkbox"/> DECLINE		Subtotal \$393.62 + est. Tax \$21.65 \$415.27

Total Repair Order & Signature:

Total Jobs: \$10,321.99
Total Fees: \$41.41
Subtotal: \$10,363.40
Taxes: \$569.99
Grand Total: \$10,933.39
BALANCE DUE: \$10,933.39

X

**CITY OF SHEBOYGAN
R. C. 95-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

SEPTEMBER 3, 2024.

Your Committee to whom was referred R. O. No. 2-24-25 by City Clerk a claim from Steven Bastien for alleged damages due to sewer blockage; recommends filing the claim.

Committee:

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
R. O. 2-24-25**

BY CITY CLERK.

MAY 6, 2024.

Submitting a Notice of Claim from Steven Bastien for alleged damages due to sewer blockage.

DATE RECEIVED

4-29-2024

RECEIVED BY

MRC

Item 16.

CLAIM NO.

1-24

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: Steven Bastien
2. Home address of Claimant: 535 Folk Court Sheboygan 53081
3. Home phone number: 920-458-3909
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 4/27/2024 1:00pm discovered
6. Where did damage or injury occur? (give full description) house basement
7. How did damage or injury occur? (give full description) Blockage of city sewer on Lakeshore Drive. Our basement floor drain backed up. 3" standing water in entire basement
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: possibility of contaminated sewer water
 - (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 time. (If there were no injuries, state "NO INJURIES").

Item 16.

No injuries — need flood damage assessment done to determine cost of lost items

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

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

Auto: \$ _____

Property: awaiting assessment \$ _____

Personal injury: of loss amount \$ _____

Other: (Specify below) \$ _____

our insurance deductible is \$2210.00

TOTAL \$ _____

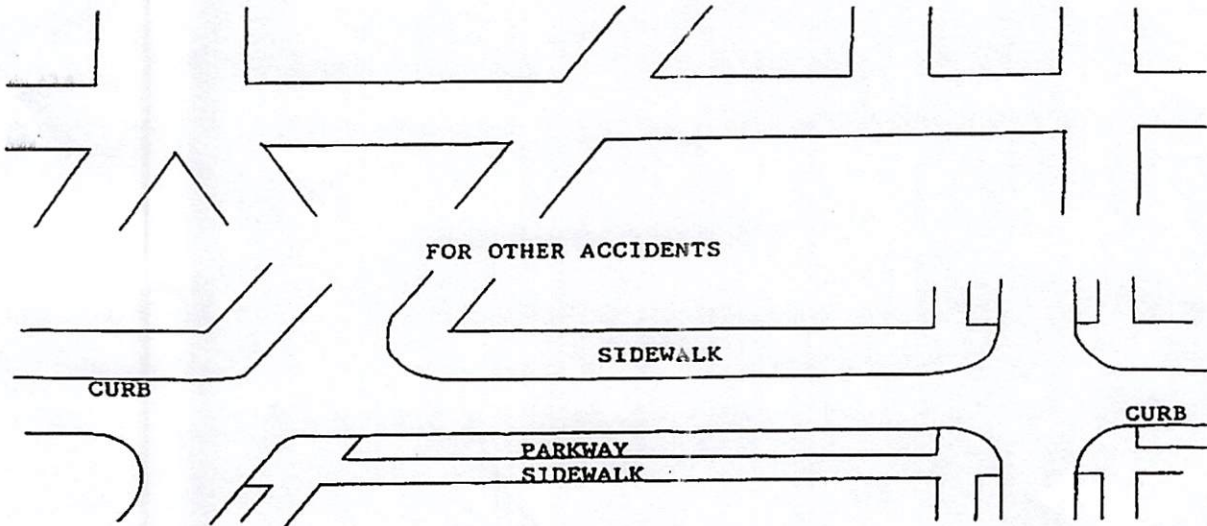
Damaged vehicle (if applicable)

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 Steve Buehler DATE 4/29/2024

DATE RECEIVED _____

RECEIVED BY _____ Item 16.

CLAIM NO. _____

CLAIM

Claimant's Name: Steven Bastien
Claimant's Address: 535 Polk Ct
Sheboygan WI
Claimant's Phone No. 920-458-3809

Auto \$ _____
Property \$ to be determined
Personal Injury \$ _____
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 \$ to be determined

SIGNED Steven Bastien DATE: 4/29/2024

ADDRESS: 535 Polk Court SHEBOYGAN, WI 53081

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

**CITY OF SHEBOYGAN
R. C. 96-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

SEPTEMBER 3, 2024.

Your Committee to whom was referred R. O. No. 23-24-25 by City Clerk a claim from Thomas A. Binder for a sewer backup; recommends filing the claim.

Committee:

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
R. O. 23-24-25**

BY CITY CLERK.

JULY 1, 2024.

Submitting a claim from Thomas A. Binder for a sewer backup.

DATE RECEIVED 6-19-2024

RECEIVED BY NKC

Item 17.

CLAIM NO. 3-24

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: Thomas A. Binder
2. Home address of Claimant: 204 Huron Ave
3. Home phone number: (920) 458-1499
4. Business address and phone number of Claimant: see above

5. When did damage or injury occur? (date, time of day) 6/10/24

6. Where did damage or injury occur? (give full description) The sewer hacked-up into my basement.

7. How did damage or injury occur? (give full description) I called Competitive Plumbing who "jetted" out my sewer from house to street. It was not draining properly so he called the City Sewer Dept. They found the sewer on 2nd between my driveway and the alley clogged due to roots.

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

Item 17.

No injury. I had to pay the plumber \$300.00 when it was not my personal property sewer. My back-up was due to the city sewer being clogged. The city sent multiple trucks to

11. Name and address of any other person injured:

solve the problem

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 300.00

TOTAL \$ 300.00

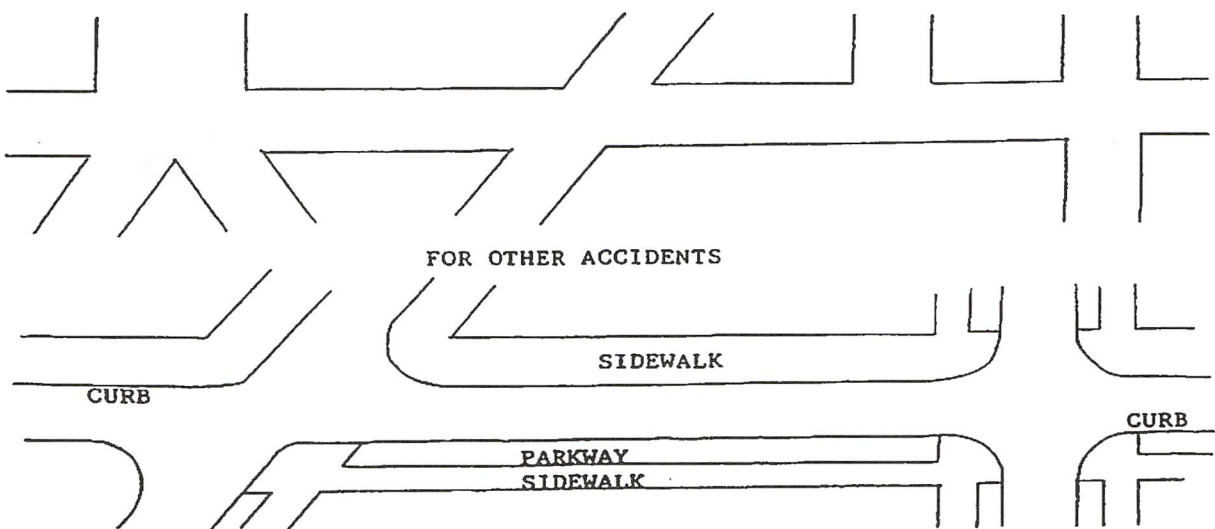
Damaged vehicle (if applicable)

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 Thomas A. Binder DATE 6-19-24

DATE RECEIVED 6-19-2024

RECEIVED BY _____ Item 17.

CLAIM NO. _____

CLAIM

Claimant's Name: Thomas A. Binder

Auto \$ _____

Claimant's Address: 204 Huron Ave.

Property \$ ~~300.00~~

Sheboygan, WI 53081

Personal Injury \$ _____

Claimant's Phone No. (920) 458-1499 (h)

Other (Specify below) \$ 300.00

(920) 889-3830 (c)

TOTAL \$ 300.00

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 \$ 300.

I had a sewer back-up and have already paid \$300 to Competitive Plumbing (bill included). It turned out that my sewer had the problem because the sewer pipe running down the middle of 2nd Street between Huron and Superior was clogged due to tree roots.

I need to compliment city supervision Nathan and his crew for quick work. 4 trucks and workers verified the root problem with a camera. They took action to clear the sewer line by jetting the pipe/line.

In conclusion I feel the City should cover the \$300 I have paid to the plumber. Thank you for your consideration

SIGNED Thomas A. Binder

DATE: 6-19-2024

ADDRESS: 204 Huron
Sheboygan, WI 53081

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

Competitive Plumbing Service, LLC

N3828 Blueberry Lane
Waldo, WI 53093
U.S.A

INVOICE

Item 17.

Invoice Number: 5542
Invoice Date: 6/15/24
Page: 1

Voice: 920-627-4242
Fax:

6-10-24

Bill To:

Tom & Mary Binder
204 Huron Avenue
Sheboygan, WI 53081

Customer ID: bindert

Customer PO	Payment Terms	Sales Rep ID	Due Date
	Net 10 Days		6/25/24

Description	Amount
Service call to jet out sewer again. City found a lot of roots in their pipe. -- Jetter	300.00

Check/Credit Memo Nc

Subtotal	300.00
Sales Tax	
Total Invoice Amount	300.00
Payment/Credit Applied	
TOTAL	300.00

Overdue invoices are subject to late charges.

**CITY OF SHEBOYGAN
R. O. 51-24-25**

BY CITY CLERK.

SEPTEMBER 3, 2024.

Submitting an application for amendment to the official zoning map for the City of Sheboygan from ABG, LLC for property located at 1202 N. 31st Street – Parcel No. 59281213130.

OFFICE USE ONLY	Item 18.
APPLICATION NO.: _____	
RECEIPT NO.: _____	

CITY OF SHEBOYGAN APPLICATION FOR AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 105.996)
Revised January 2024

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: ABG LLC PHONE NO.: (347) 244.6914
 ADDRESS: 2408 S 9th St Sheboygan, WI E-MAIL: abgllc2405@gmail.com
 OWNER OF SITE: ABG LLC PHONE NO.: (347) 244.6914

1. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1202 N 31st St Sheboygan, WI
 LEGAL DESCRIPTION: The East 140 feet of Lot 6, The North 50 feet of Lots 9 and 10, and the East 4 feet of North 50 feet of Lot 8, all in Block 5, Smith Gardens Subdivision of the City of Sheboygan, Sheboygan County, Wisconsin. EXCEPTING THEREFROM the East 5 feet of said Lots 6 and 10 as conveyed in Volume 912 of Records, Page 626.

PARCEL NO. 59281213130 MAP NO. _____
EXISTING ZONING DISTRICT CLASSIFICATION: SO w/ conditional use community living 9-15 res
PROPOSED ZONING DISTRICT CLASSIFICATION: UR-12 with continued special use community
BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: _____ living 9-15 res
Community Based Residential Facility using 100% of the property

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____
Immediate Future: Community Based Residential Facility using ~85% of the building & one Residential Unit using ~15% of the building. Interior renovations only.
In ~1-2 years: Entire building will be renovated to Residential Units.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? _____
This kind of zoning changes from community residential to residential, resulting in fewer people on the property, which allows for efficiency of land use while reducing energy consumption and transportation costs. It also provides badly needed additional housing.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map? (Provide explanation in space provided below.)

- The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- Explain: There is a need for more housing in Sheboygan. The CBRF that currently exists in the building, plans to move to another location. In the mean time, one area of the building will be converted to a residential unit. Once the CBRF moves, the rest of the building will also be converted to residential units.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? _____

The transition from the building's current community residential use to mixed (community residential & residential use), and then to completely residential use will be consistent with the surrounding land use and allow for badly needed residential units. It also means there will be fewer people using the property, which in turn means less impact on the environment.

Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

Adds badly needed housing units. Matches zoning of a neighboring parcel which is in

harmony with the City of Sheboygan comprehensive plan.

2. CERTIFICATE

I hereby certify that all the above statements and attachments submitted hereto are true and correct to the best of my knowledge and belief.



August 12, 2024

APPLICANT'S SIGNATURE

DATE

Melissa Gundlach

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

A copy of the current zoning map of the subject property and vicinity showing:

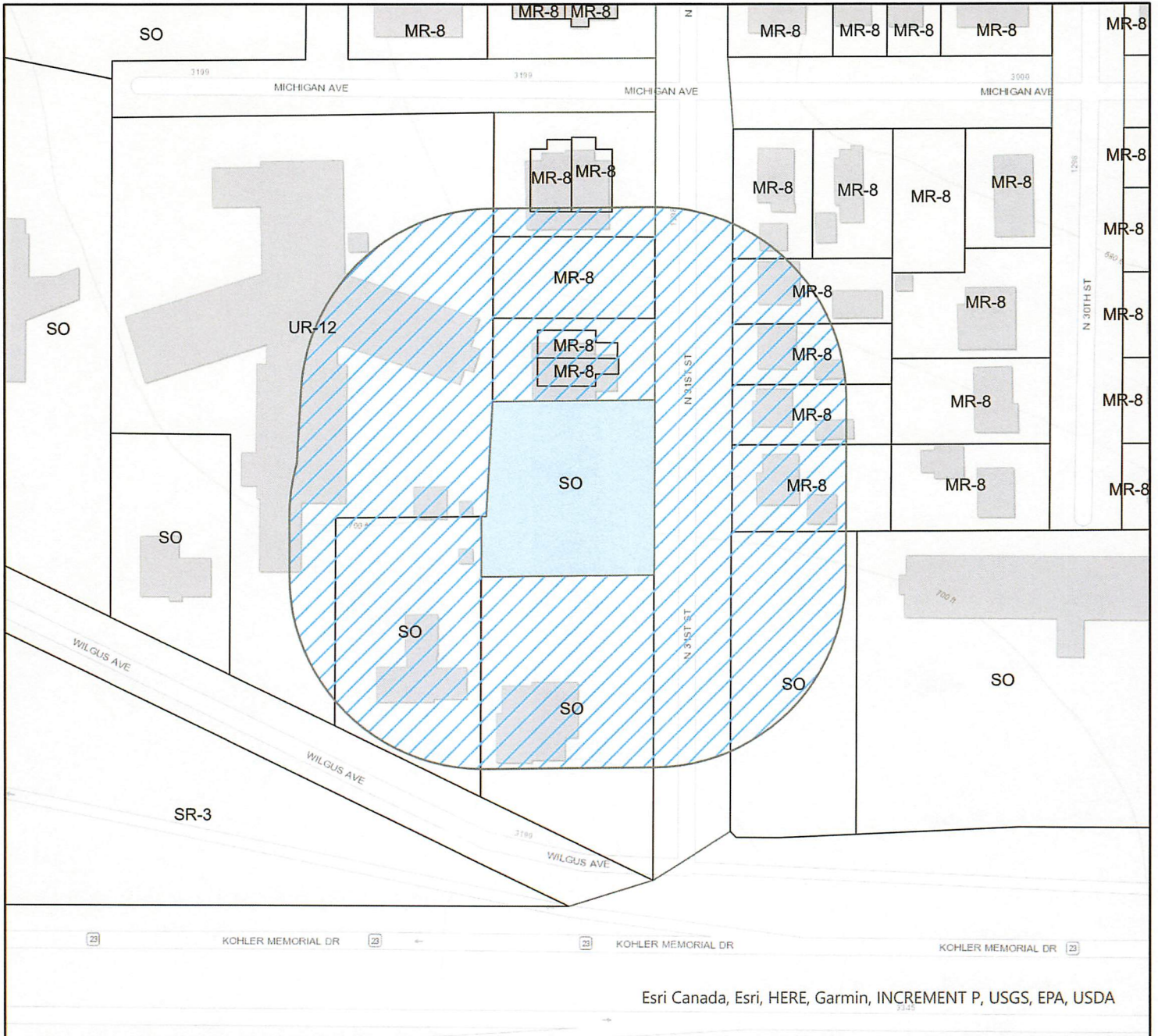
- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 100 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

PROPOSED REZONE FROM SUBURBAN OFFICE (SO) TO URBAN RESIDENTIAL (UR-12)

Item 18.

SMITH GARDENS THE E 140' OF LOT 6, THE N 50' OF LOTS 9 & 10, & THE E 4' OF THE N 50' OF LOT 8 BLK 5 EXCEPT THE E 5' OF THE AFORE DESCRIBED

Parcel # 59281213130



Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 241094

License No: 0000

Date: 08/16/2024

Received By: MKC

Received From: ABG LLC

Memo: ZONING FEES

Method of Payment: \$200.00 Cash

Total Received: \$200.00

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

**CITY OF SHEBOYGAN
R. O. 52-24-25**

BY CITY CLERK.

SEPTEMBER 3, 2024.

Submitting a claim from Pamela A. Wenzel for alleged injuries from a fall due to crack in the sidewalk.

DATE RECEIVED

8/26/24

RECEIVED BY

MD

CLAIM NO.

9-24

Item 19.

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: Pamela A. Wenzel
2. Home address of Claimant: 112 Douglas Drive Iron Ridge WI 53035
3. Home phone number: 262-224-0914
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) July 17-2024 1pm.

6. Where did damage or injury occur? (give full description) outside front office of Sheboygan Transit (Bus Station) Lady in front office was there with me when I fell.

7. How did damage or injury occur? (give full description) Walking outside of Transit Center listening to a lady from the office I was walking real slow and fell face down from a crack in the sidewalk

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: sidewalk in front of Transit office.

(b) Claimant's statement of basis for such liability: Triped over crack in sidewalk

Hurt Right foot sprain and cut inside of front toe. Out of work for three weeks. Got fired for not able to work w/ doctor care.

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 19.

Injury to Right foot and toe. Sprain foot.

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: \$ 25,000

Other: (Specify below) \$ _____

TOTAL \$ _____

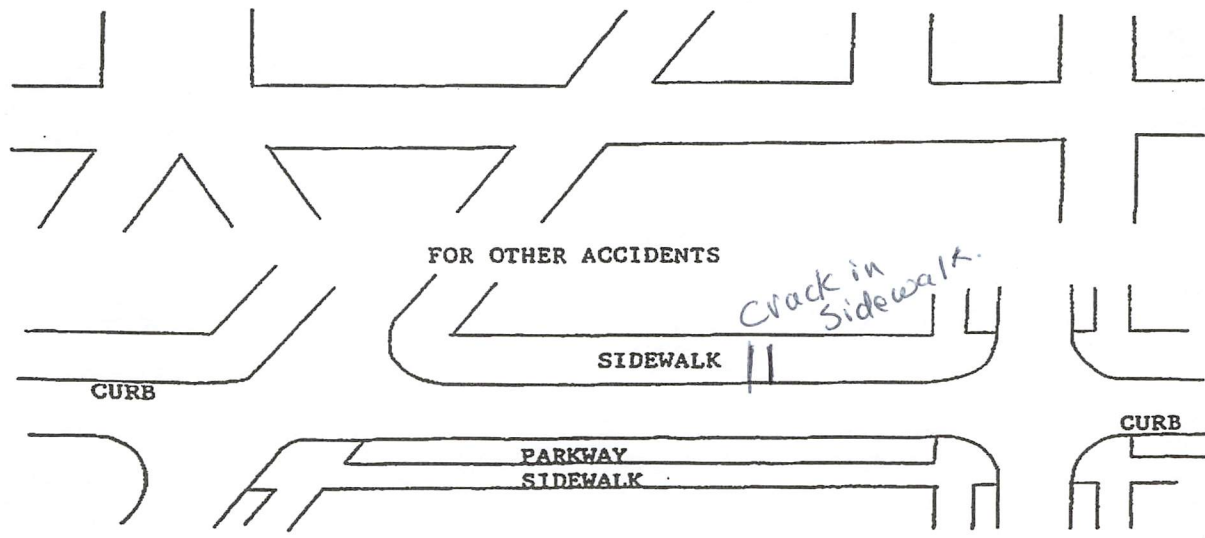
Damaged vehicle (if applicable)

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 Ronald A. Wenzel

DATE 8-26-2024

DATE RECEIVED _____

RECEIVED BY _____

Item 19.

CLAIM NO. _____

CLAIM

Claimant's Name:	<u>Pamela A Wenzel</u>	Auto	\$ _____
Claimant's Address:	<u>112 Douglas Drive</u>	Property	\$ _____
	<u>Iron Ridge WI 53035</u>	Personal Injury	\$ <u>25,000</u>
Claimant's Phone No.	<u>262-224-0914</u>	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 \$ 25,000.

SIGNED Pamela A. Wenzel DATE: 8-26-2024

ADDRESS: 112 Douglas Drive Iron Ridge WI 53035

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

HMH EMERGENCY DEPT
1032 E SUMNER ST
HARTFORD WI 53027-1608
Work/School Excuse

Wenzel, Pamela A
MRN: 1139455, DOB: 9/7/1960, Sex: F
Adm: 7/17/2024, D/C: —

Item 19.

Work/School Excuse Letter.

**Advocate Aurora Health©
AMCWC EMERGENCY SERVICES**

RETURN TO Work

7/17/2024
Pam A Wenzel
DOB: 9/7/1960

To whom it may concern:

This is to certify that the above named patient has been under my care.

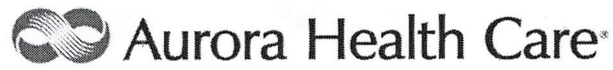
Pam A Wenzel was seen in the AMCWC EMERGENCY SERVICES on 7/17/2024. She may return to Work on 07/21/24.

If no restrictions are listed below, Pam may return to Work without restrictions. Restrictions associated with her return to Work are listed below:

Thank you,

SIGNATURE

Clinician



Now part of  ADVOCATEHEALTH

CERTIFICATE OF WORK

July 22, 2024

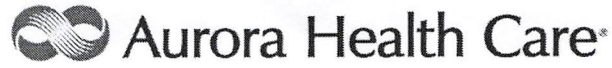
Re: Pamela A Wenzel
112 Douglas Dr
Iron Ridge WI 53035-9680

This is to certify that Pamela A Wenzel has been under my care from 7/22/2024 and is excused from work on 7/22/24 and is unable to return to work until seen.

SIGNATURE: _____

A handwritten signature in black ink, appearing to be "Megan A Tkachuk", written over a horizontal line.

Megan A Tkachuk, MD
Aurora Family Medicine-Hartford
1640 E SUMNER ST
HARTFORD WI 53027-2684
Phone: 262-670-4000



Now part of  ADVOCATEHEALTH

CERTIFICATE OF WORK

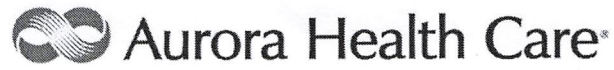
July 30, 2024

Re: Pamela A Wenzel
112 Douglas Dr
Iron Ridge WI 53035-9680

This is to certify that Pamela A Wenzel has been under my care from 7/30/2024. She is unable to perform job duties until she is re-evaluated in 7-10 days.

SIGNATURE: _____

Megan A Tkachuk, MD
Aurora Family Medicine-Hartford
1640 E SUMNER ST
HARTFORD WI 53027-2684
Phone: 262-670-4000



Now part of  ADVOCATEHEALTH

CERTIFICATE OF WORK

August 9, 2024

Re: Pamela A Wenzel
112 Douglas Dr
Iron Ridge WI 53035-9680

This is to certify that Pamela A Wenzel was evaluated today 8/9/2024 and may return to work on Monday 8/12/24.

RESTRICTIONS: none

SIGNATURE: _____

Megan A Tkachuk, MD
Aurora Family Medicine-Hartford
1640 E SUMNER ST
HARTFORD WI 53027-2684
Phone: 262-670-4000

**CITY OF SHEBOYGAN
R. O. 53-24-25**

BY CITY CLERK.

September 3, 2024.

Submitting various license applications.

CLASS “B” BEER LICENSE (June 30, 2025) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3678	1211 Indiana Laundromat LLC (Avon Laundromat)	1211 Indiana Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3672	Spices of Sheboygan Downtown, LLC (Spices Restaurant & Bar - Downtown)	1132 N. 8 th Street

**CITY OF SHEBOYGAN
RESOLUTION 66-24-25**

BY ALDERPERSONS DEKKER AND RUST.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan and Shar, Inc. regarding the real estate and building located at 930 North 8th Street.

WHEREAS, it is appropriate to suspend the rules in order to adopt this Resolution immediately due to the fact that this Lease Agreement has already gone into effect.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

LEASE AGREEMENT

This Agreement of Lease entered into and signed this _____ day of August, 2024 by and between the City of Sheboygan ("Landlord"), and Shar, Inc., ("Tenant").

NOW THEREFORE, in consideration of the rents, agreements and conditions herein contained, the parties agree as follows:

Section 1. PREMISES. Landlord hereby leases to Tenant, and Tenant leases from Landlord, the real estate and the building located at 930 North 8th Street, Sheboygan WI 53081 (the "Building").

Section 2. TERM. The Lease will expire on December 1, 2024. Tenant will pay the sum of \$15,000.00 as payment of the entire amount of rent due at the execution of this document. Tenant agrees to remove all of the fixtures, furniture, equipment and personal property that Tenant wants prior to December 1, 2024. Tenant waives his right, title and interest in and to any property that remains on the premises after December 1, 2024, unless further agreements are made between the parties. Tenant agrees to have all person who occupy the premises (hotel guests) vacated from the property prior to December 1, 2024.

Section 3. USE AND COMPLIANCE WITH LAWS. Tenant shall use the Premises for the operation of a motel and restaurant (the Use), and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease. Tenant agrees to continuously operate and conduct its business in 100 percent of the Premises during such reasonable business hours as are typical for the Use. Tenant shall at all times conduct its business in a first-class, professional and businesslike manner consistent with reputable business standards and practices, and such that the reputation of the Premises and the Building is enhanced. Tenant shall comply with all laws, whether federal, state, county, city, or other governmental agency laws, regulations, rules, ordinances, or codes, relating to the Premises and Tenant's use thereof, including, but not limited to, health, safety, and building codes, and any permit or license requirements. Tenant agrees: (i) to occupy and use the Premises in a safe and careful manner without committing or permitting waste; (ii) to neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies or increases the premiums therefor; (iii) to permit no reproduction of sound which is audible outside the Premises nor permit odors to be unreasonably dispelled from the Premises; (iv) to keep any refuse in proper containers in the interior of the Premises until the same is removed; (v) to adequately heat and cool the Premises sufficiently to avoid damage to plumbing systems; (vi) to permit no lien to attach to the Building; (vii) to not sell any items or perform any services in competition with other tenants.

Section 4. TAXES. Tenant shall pay all municipal, county and state or federal taxes assessed against any of the fixtures, furnishings, equipment, stock-in-trade, or other personal property owned, installed or used in or on the Premises, and all licenses, permits, occupation and inspection fees assessed or charged against the Premises or either party to this Lease by reason of the Tenant's use or occupancy of the Premises. Tenant shall hold Landlord free and harmless from any loss, damage or expense arising out of or by reason of any such charges identified as Tenant's obligation.

Section 5. UTILITIES. During the term of this Lease, Tenant shall be solely responsible for and promptly pay all charges for electricity, telephone, cable and any other utilities exclusively serving the Leased Premises. Tenant shall pay for the cost of utilities serving the entire

Building, including without limitation gas, heat, water, sewer, and electricity. Tenant shall not make any alterations or additions to the electrical equipment and facilities without the Lessor's prior consent.

Section 6. TENANT'S INSURANCE. During the term of this Lease, and any renewal thereof, Tenant shall maintain at all times and at its expense insurance covering the Premises as follows:

a. fire, with extended coverage, vandalism and malicious mischief insurance, such insurance to be in an amount not less than 90 percent of the full replacement value, insuring Tenant's merchandise, fixtures, trade fixtures, furnishings, equipment and all other items of personal property;

b. comprehensive liability insurance in the amount of (a) at least \$1,000,000 per occurrence with respect to bodily injury or death to any one person, (b) at least \$1,000,000 with respect to bodily injury or death arising out of any one accident, and (c) at least \$500,000 with respect to property damage arising out of any one occurrence;

c. worker's compensation insurance subject to statutory limits or better in respect of any work or other operations on or about the Premises;

d. such other insurance as Landlord may deem necessary or may require.

As evidence thereof, Tenant shall provide Landlord with current Certificates of Insurance evidencing all insurance required in this Section, which Certificates shall name Landlord as an additional insured and shall provide for ten (10) days notice to Landlord before cancellation, termination, expiration, or modification. All insurance requirements herein shall be obtained through responsible insurance companies licensed to do business in the State of Wisconsin.

Tenant releases Landlord from any and all liability or responsibility to Tenant or anyone claiming through or under it by way of subrogation or otherwise for any loss or damage covered by such insurance or such other insurance as may be carried by the Tenant, even if such loss or damage is caused by Landlord, or anyone for whom such party may be responsible; provided, however, that this release shall be applicable only to the extent that the loss or damage is covered by insurance policies maintained or required to be maintained by Tenant and any such release shall not adversely affect or impair said policies or prejudice the right of Tenant to recover thereunder. Tenant agrees that it will request its insurance carriers to include in its policies such a clause or endorsement, if necessary.

Section 7. MUTUAL WAIVER OF SUBROGATION. Landlord and Tenant hereby waive any rights each may have against the other arising out of any loss or damage connected in any way to, or arising in any way out of any occurrence related to the leased Premises or in the Building, to the extent that such damage or loss is insured under the insurance policies as specified in this Lease. Landlord and Tenant, on behalf of their respective insurance companies, waive any right of subrogation they may have against each other where such waiver of subrogation is not invalidated by applicable state law or the insurance policies.

Section 8. REPAIRS, MAINTENANCE AND ALTERATIONS.

a. "As Is". Landlord shall deliver and Tenant will accept the Premises in an "as is" condition, including existing electrical, sprinkler, plumbing, heating, ventilating and air conditioning systems, if any. Landlord neither assumes nor accepts any responsibility for (i) the

removal or modification of any existing improvements or equipment, (ii) the undertaking of any alterations or additional improvements, or (iii) the installation of any equipment. Tenant acknowledges that no representations or agreements with respect to the condition of the Premises have been made and that the Premises have been examined by Tenant and are accepted by it in their present condition.

b. Tenant's Obligation. Tenant, at its expense, will maintain and keep in good order and repair the Premises, including but not limited to the repair, replacement and maintenance of mechanical, electrical, plumbing, walls, wall coverings, fixtures, ceilings, floors, floor coverings, lighting, telephone, doors, windows, heating, ventilation and air conditioning equipment, and all nonstructural portions of the Premises. Good order and repair shall be deemed to mean consistent with the operation of the Premises in a first-class manner, ordinary wear and tear excepted. Tenant, at its expense, will keep in good condition and repair all sidewalks and entrances to the Premises. Tenant shall promptly remove ice and snow from sidewalks and entrances and shall promptly remove trash and any debris which may accumulate in areas adjacent to the Premises.

c. Landlord's Obligation. Landlord has no obligation for any repairs to or replacement of the structure (defined herein to mean only the exterior walls, roof, foundation) of the Building.

d. Alterations. Tenant, at its expense, may make cosmetic nonstructural repairs, alterations, additions, and changes to the Premises, provided that the repairs, alterations, additions, or changes (i) shall not reduce the fair market value of the Premises below its value immediately before such alteration, or impair the usefulness or structural integrity of the Premises, (ii) are effected in a good and workmanlike manner, and in accordance with the State of Wisconsin and the City of Sheboygan and County of Sheboygan building codes and regulations, (iii) are fully paid for by Tenant, (iv) shall not commence until Tenant has first obtained Landlord's prior written consent, which may be withheld in Landlord's sole discretion. All repairs, alterations, additions, and changes shall be made solely at the expense of the Tenant. Tenant shall protect the Premises from all liens or charges whatever by reason of such repairs, alteration, addition and changes, and Tenant covenants and agrees to hold and save Landlord harmless from all liability therefor.

e. Equipment. Tenant may, at its expense, install or assemble or place in the Premises, and substitute, any items of equipment, furniture, furnishings or other personal property used or useful in Tenant's business, which property shall constitute Tenant's Equipment, and Tenant shall remove the same upon the termination of the Lease; provided, however, that Tenant shall have no right to remove any of Tenant's Equipment until all amounts due to Landlord have been paid in full, and Landlord shall have a lien upon Tenant's Equipment. Any equipment, furnishings, fixtures, improvements, or other personal property which could be deemed to be a fixture, installed, assembled or placed in the Premises by Tenant, including but not limited to ceiling fans, attached floor coverings, attached mechanical equipment, electric lighting fixtures, doors, windows, heating and cooling units and attached equipment, water heaters, filters and softeners, awnings, and compressors, shall upon installation become the property of Landlord, but Tenant shall until the termination or expiration of the Lease pay all personal property taxes relating thereto. Any of Tenant's Equipment not removed by Tenant within five days after the termination of this Lease shall be considered abandoned by Tenant and may be appropriated, sold, destroyed or otherwise disposed of by Landlord. Tenant will pay all costs and expenses incurred in removing, sorting or disposing of Tenant's Equipment and will repair, at its expense, all damage to the Premises caused by the removal of Tenant's Equipment, whether or not effected by Tenant. Landlord shall not be

responsible for any loss or damage to Tenant's Equipment unless caused by Landlord's sole direct negligence.

Section 9. INDEMNIFICATION. Tenant will protect, indemnify, save harmless and defend Landlord from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) imposed upon or incurred by or asserted against Landlord by reason of: (a) any accident, injury to or death of persons, loss of or damage to property occurring or repair of the Building or improvements on the Premises; (b) any failure on the part of tenant to perform or comply with any of the terms of this Lease; or (c) any act or omission of Tenant, or its employees, agents, licensees, or invitees. Landlord, at Landlord's option and at Tenant's expense, may contest, resist, and defend any such claim, action or proceeding asserted or instituted against Landlord. Tenant agrees to give Landlord immediate written notice of any liability, obligation, claim, damage, penalty, or cause of action.

Section 10. ASSIGNMENT OR SUBLETTING. During this Lease, Tenant shall not assign or sublet the Premises, without the prior written consent of Landlord, which consent may be withheld in Landlord's sole discretion based upon the financial ability and reputation of the Assignee or the experience of the Assignee in the operation of the Premises under the Use permitted in this Lease. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the Rent and Additional Rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Landlord shall have the right to assign any of its rights under this Lease, and upon any such assignment, and provided that the assignee assumes all of the Landlord's obligations hereunder, Landlord shall be relieved of any and all such obligations.

Section 11. DAMAGE AND DESTRUCTION. In the event the Premises or the Building is damaged by an peril to an extent which is less than twenty (20%) percent of the cost of replacement, the damage shall, except as hereinafter provided, promptly be repaired by Landlord, at Landlord's expense, but in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, equipment or personal property. In the event: (a) the Premises or the Building is damaged to the extent of twenty (20%) percent or more of the cost of replacement, Landlord may elect to terminate this Lease upon giving notice of such election in writing to Tenant within sixty (60) days after the event causing the damage.

Section 12. MISCELLANEOUS.

a. Compliance With Insurance Requirements. Tenant, at Tenant's own expense, will promptly comply with all terms of any insurance policy covering or applicable to the Premises and all requirements of the issuer of any such policy.

b. Discharge of Liens. Tenant will not permit any mechanics' or similar liens for labor or materials furnished to the Premises during the term of this Lease to be filed against the Premises or any part thereof; and if any such lien shall be filed, Tenant will either pay the same or procure the discharge thereof by giving security or in such other manner as may be required or permitted by law within thirty (30) days after such filing. Tenant shall indemnify Landlord against, and save Landlord harmless from any and all loss, damage, claims, liabilities, judgments, costs and expenses arising out of the filing of any such lien. Nothing contained herein shall constitute any consent or request by landlord, express or implied, to or for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises, nor as giving Tenant any right, power or authority to contract for or permit the performance of any labor or services or the furnishings of any materials or other

property in such fashion as would permit the making of any claim against landlord in respect thereof.

c. Eminent Domain. If any taking occurs during the term of this Lease, Landlord may cancel this Lease by written notice given within thirty (30) days after the date of the taking. All compensation and damages awarded for the taking of the Premises, will belong to Landlord.

d. Environmental. Tenant represents, warrants, and covenants to Landlord that Tenant will not permit to occur any spill, release, generation, manufacture, storage, treatment, transportation, disposal, or the presence of any dangerous, hazardous or toxic materials, substances or conditions on, in, under, or from the Premises. Tenant will promptly notify Landlord, in writing, if Tenant has or acquires notice or knowledge that any dangerous, hazardous or toxic materials, substances or conditions are present or have been, or are threatened to be, released, generated, manufactured, stored, treated, transported, or disposed of, on, in, under, or from the Premises; and if any dangerous, hazardous or toxic materials, substances or conditions are found on the Premises, Tenant, at its own cost and expense, will immediately take such action as is necessary to detain the spread of and remove the dangerous, hazardous or toxic materials, substances or conditions to the complete satisfaction of the Landlord and the appropriate governmental authorities. If Tenant fails to comply with any of the foregoing warranties, representations, and covenants, Landlord, without taking on any affirmative obligation to remove or otherwise clean up, may cause the removal (or other cleanup acceptable to Landlord) of any dangerous, hazardous or toxic materials, substances or conditions from the Premises. The costs of such removal and any other cleanup (including transportation and storage costs) will be additional rent under this Lease, whether or not a court has ordered the cleanup, and those costs will become due and payable on demand by Landlord. Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord and at Tenant's sole cost), and hold Landlord free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements, or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, asserted, or awarded against Landlord in connection with or arising from or out of Tenant's failure to comply with any of the foregoing warranties, representations, and covenants. This indemnification is the personal obligation of Tenant and will survive termination of this Lease.

e. Notices. Any notice or demands to be given hereunder shall be in writing and shall be given by mailing the notice by certified mail or registered mail, return receipt requested, postage prepaid, and any such notice shall be deemed to have been given when deposited in the mail. If intended for Landlord, the notice shall be mailed to :

To Landlord: City of Sheboygan
City Attorney's Office

or other such address as Landlord may designate by notice to Tenant; and if intended for Tenant, the notice shall be mailed to:

To Tenant: Shar, Inc.
922 North 8th Street
Sheboygan WI 53081

or such other address as Tenant may designate by notice to Landlord.

f. Quiet Enjoyment. So long as Tenant shall perform its obligations under this Lease, it shall be entitled to peaceful and quiet enjoyment of the Premises subject to the applicable terms of this Lease.

g. Surrender of Premises. Tenant agrees that upon the expiration or prior termination of the Lease, Tenant will vacate and surrender the Premises to Landlord in good order and repair, ordinary wear and tear excepted. Should Tenant remain in possession of the Premises after expiration or termination of this Lease without Landlord's approval, no tenancy or interest in the Premises shall result therefrom.

h. Successors and Assigns. This Lease and all of the covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns, respectively, of the parties hereto, provided, however, that no assignment in violation of the provisions hereof shall vest in the assigns any right, title or interest whatever.

i. Entire Agreement. This Lease and the exhibits attached hereto set forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon the parties unless in writing and signed by them.

j. Governing Law. This Lease shall be governed and construed in accordance with the laws of the State of Wisconsin.

k. Severability. In any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable under applicable law, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

l. Recording. Tenant shall not record this Lease without the written consent of Landlord.

m. Waiver. The waiver by Landlord of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition, or provision contained in this Lease, nor will any custom or practice that may grow up between the parties in the administration of the terms of this Lease be construed to waive or lessen the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms of this Lease. The subsequent acceptance of rent by Landlord will not be deemed to be a waiver of any preceding breach by Tenant of any agreement, condition, or provision of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

n. Rules and Regulations. Tenant covenants and agrees that during the snow fall season the Tenant will remove and keep a hazard free walking area along the front sidewalk,

side entrance, and back sidewalk area. Tenant agrees to comply with all other reasonable rules and regulations of Landlord.

o. Subordination and Estoppel. Tenant shall, upon request of Landlord, subordinate the Leases to any mortgage of Landlord, and execute such documents, including estoppel certificates, as Landlord requires to assist Landlord in obtaining financing.

p. Paragraph Headings. The paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

q. Signs. Tenant shall not, without Landlord's prior written consent, install, affix or use any signs, lettering or advertising media of any other kinds, awnings, radio or television antenna or any other object or equipment of any nature on the exterior of the Premises. Any such items authorized by Landlord shall be installed at Tenant's sole cost and shall be of such color, size, style and materials as shall be designated and approved by Landlord.

LANDLORD:

TENANT:

**CITY OF SHEBOYGAN
RESOLUTION 65-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into contract with C3 Storage, LLC, for the leasing of City property for a marine vessel winter storage operation.

WHEREAS, suspension of Council rules to allow for immediate adoption is appropriate in order to allow site preparation in time for the end of this year’s boating season.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign the attached Agreement with C3 Storage, LLC for the leasing of City property for marine vessel winter storage.

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

AGREEMENT BETWEEN
CITY OF SHEBOYGAN
AND
C3 STORAGE, LLC

This Lease Agreement is made and entered into effective the date of final party execution (the “Effective Date”), by and between the City of Sheboygan (“City”), a Wisconsin municipal corporation with offices located at 828 Center Ave., Sheboygan, Wisconsin, and C3 Storage, LLC, (“Contractor”) a Wisconsin Limited Liability Company with offices located at 6078 3rd Ave., Rudolph, Wisconsin 54475.

WHEREAS, the City of Sheboygan owns and operates Harbor Centre Marina (“Marina”) within the property known as Deland Park (the “Property”); and

WHEREAS, the City desires to extend additional amenities to Marina patrons by engaging the professional services (“Services”) of C3 Storage, LLC, to operate a winter storage facility at the Property; and

WHEREAS, C3 Storage, LLC, possesses the requisite skill and experience and desires to provide such service to City pursuant to Agreement.

IN CONSIDERATION of the mutual covenants, terms, and conditions, the parties agree as follows:

1. **LEASED PROPERTY.** City agrees to lease any and all necessary space within the area identified in Exhibit A (“winter storage area”), for the operation of a winter storage facility to be utilized by Marina patrons. Contractor will further lease fencing, boat stands, hauling trailers, and other miscellaneous personal property as identified in Exhibit B as well as other miscellaneous personal property upon prior written authorization of the Superintendent of Facilities and Transportation, as is necessary in Contractor’s professional opinion, for the safe and efficient operation of Services.
2. **PROPERTY USE.** Contractor agrees to erect a fence or other suitable barricade to prevent trespass into the winter storage area, to oversee the placement, storage, and removal of all vessels within the winter storage area, and to manage winter storage-related communications with vessel owners. Contractor further agrees to remove all vessels from the winter storage area by May 15, 2025 and to restore the area to substantially similar condition as existed as of Effective Date. Contractor will keep and maintain the Premises in good and sanitary condition and repair during the term of this Agreement. Contractor also agrees to require, as a condition of offering winter vessel storage, that vessel shrink wrap be recycled upon its removal. To support this requirement, Contractor agrees to have additional recycling receptacles available for use at such time when boaters begin removing their shrink wrap and the City agrees to offer such receptacles if the City’s inventory allows, upon written request by Contractor.
3. **RENT.** Contractor agrees to make a one-time rent payment of \$3,000.00 by October 1, 2024. Such payment shall be made to “City of Sheboygan”. Rent is in addition to any compensation to Contractor obtained through vessel lease agreements and related services. If Contractor allows any vessels to remain after May 15, without prior written authorization by the Superintendent of Facilities, Contractor assumes full responsibility for such vessel(s) and agrees to pay the City \$1,000.00 by the first of each month until such vessel(s) have been removed.

4. **LIMITATIONS OF LIABILITY.** Contractor agrees to assume sole responsibility for winter storage operations as well as any damages that may be attributable in whole or in part to such operations and use of Property. City acknowledges that Contractor may transfer all or part of their liability to vessel owners pursuant to a vessel storage agreement. Contractor agrees that in such and all cases, Contractor will indemnify and hold harmless the City from any suit, claim, or action whatsoever arising out of any activity carried on under the terms of this Agreement.
Contractor further agrees to require that all vessel owners storing property at the Premises be required to indemnify and hold harmless the City from any suit, claim, or action whatsoever arising out of any activity related to the vessel storage agreement entered into with Contractor.
5. **INSURANCE.** Contractor agrees to obtain and maintain for the full Agreement duration, such liability insurance as will protect Contractor, the City, and its officers, employees, representatives, and assigns from claims for damage to property or bodily injury, including death, which may arise from the operations under this Agreement or in connection therewith. The policy shall provide coverage of not less than \$1,000,000 per occurrence, shall identify the “City of Sheboygan” as additional insured, and shall provide that it may not be cancelled or reduced except upon thirty days written notice served upon the City. Proof of additional insured status shall be provided by copy of the applicable policy endorsement. Failure to provide or maintain such insurance shall result in immediate termination of this Agreement.
6. **CONTRACTOR IMPROVEMENTS.** With the exception of installing temporary fencing, Contractor may not make improvements or permanent changes to the Premises without prior written authorization from the Superintendent of Facilities or his designee.
7. **GOVERNING LAW & VENUE.** This Agreement shall be construed in accordance with and exclusively governed by the laws of the State of Wisconsin. Venue for dispute resolutions not resolved through good faith negotiations shall be the Circuit Court of Sheboygan County.
8. **SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provisions of this Agreement. If there is a conflict between any provision of this Agreement and the applicable provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Any provisions required by law to be incorporated into this Agreement are so incorporated.
9. **AMENDMENT.** This Agreement may only be amended or modified by a written document executed by the Parties. The City Administrator shall have authority to approve Amendments hereto except when such amendments require the waiving of a legal right by the City. All other amendments shall not be approved except by the City of Sheboygan Common Council.
10. **ASSIGNMENT.** Contractor shall not assign the Agreement to use the Premises or any part thereof. Vessels temporarily stored at Premises pursuant to vessel storage agreement are not a violation of this provision.
11. **NOTICE.** For any matter relating to this Agreement:
 - a. City may be contacted through the Superintendent of Facilities at (920) 459-3444 or Michael.willmas@sheboyganwi.gov

b. Contractor may be contacted at (715) 347-1112 or C3Storage@outlook.com.

12. TERMINATION. This Agreement shall terminate on the sooner of May 31, 2025 or the date of property restoration and vacation of all stored vessels. The City may terminate this Agreement upon forty-five days' written notice.

13. GENERAL PROVISIONS.

- a. Any waiver by the City or Contractor of any failure by City or Contractor to perform or observe the provisions of this Agreement will not operate as a waiver of City's rights under this Agreement in respect of any subsequent defaults, breaches, or non-performance, and will not defeat or affect in any way the City's rights in respect of any subsequent default or breach.
- b. If any locks are used to prevent trespass, Contractor agrees to provide a key or access code to such lock to the City upon installation.
- c. This Agreement may be executed in counterparts.
- d. This Agreement constitutes the entire agreement between Parties.
- e. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

CITY OF SHEBOYGAN

CONTRACTOR

By: _____

Ryan Sorenson, Mayor

Date: _____

By: _____

Randy Pliska, Sole Member & Registered Agent

Date: _____

By: _____

Meredith DeBruin, City Clerk

Date: _____

EXHIBIT A
WINTER STORAGE AREA

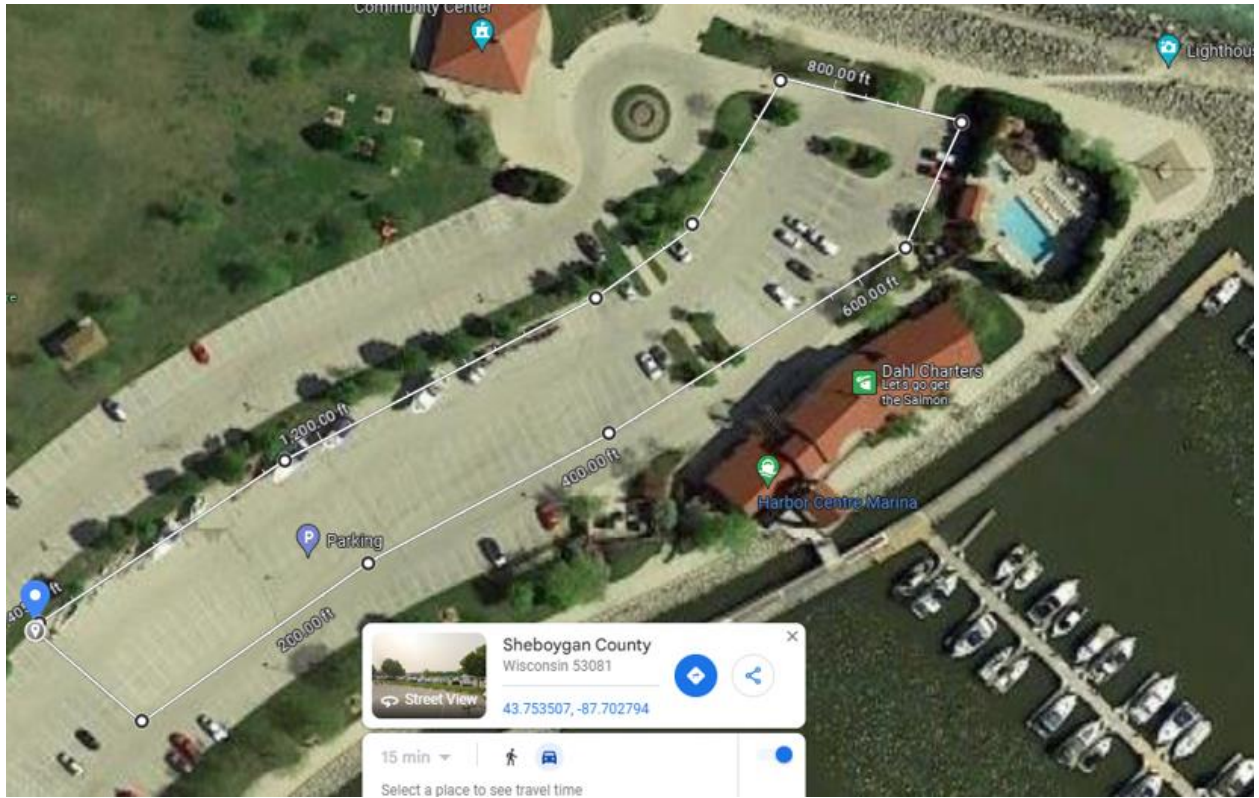


EXHIBIT B

PERSONAL PROPERTY TO BE LEASED BY CITY TO CONTRACTOR

1. Six foot height boat yard fencing of adequate length to completely encircle the winter storage area as well as necessary posts and egress gates.
2. Wooden blocks (Keel blocks) for setting boats:
 - a. 400 quantity at 6" x 8" size
 - b. 30 quantity at 4" x 6" size
 - c. 30 quantity at 2" x 6" size
3. 12 V-Crutch Pads for use by sailboats
4. 9 "Very short stands"
5. 104 "Short 'L' stands"
6. 46 "Medium 'L' stands"
7. 17 "Tall 'L' stands"
8. 172 Small powerboat stands
9. 17 Medium powerboat stands
10. 6 Tall powerboat stands
11. 310 Flat orange pads
12. 1 Haul-out trailer

**CITY OF SHEBOYGAN
RESOLUTION 71-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District.

WHEREAS, it is appropriate to suspend the rules in order to adopt this Resolution immediately due to the fact that this Lease Agreement is for the 2024-2025 school year and commences on September 3, 2024.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Pavilion and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 3, 2024 and ends at 3:00 p.m. on June 4, 2025.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,194.44 per month (the "Rent").

7. SASD will pay the Rent by check or electronic transfer on or before the 15th of each and every month for the rental month to follow throughout the term of this Lease. Therefore, first payment should be made on or before August 15, 2024 for the rental month of September, 2024. Payment shall be made to MPA by the Environmental Park Director (“Director”). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City (“MOU”).

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenance

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.
25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood and the City regarding the Property, including any rules related to the ongoing coronavirus pandemic.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
 - a. Name: Sheboygan Area School District
 - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
 - a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
 - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
 - c. Phone: 920/459-3906

General Provisions

- 34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
- 35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City’s or MPA’s rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City’s rights or MPA’s rights in respect of any subsequent default or breach.
- 36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
- 37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
- 38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
- 39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD’s financial institution.
- 40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
- 42. This Lease constitutes the entire agreement between Parties.
- 43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of _____, 2024.

City of Sheboygan

Ellwood H. May Environmental Park Assoc. of Sheboygan County, Inc.

Ryan Sorenson, Mayor

Martha Steinbruecker, President

Meredith De Bruin, City Clerk

Sheboygan Area School District

Jacob Konrath, Superintendent

Authorized by the City of Sheboygan pursuant to Res. ___-24-25.

**CITY OF SHEBOYGAN
RESOLUTION 64-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing the purchase of Parcel No. 59281501655 adjacent to Pennsylvania Avenue from PBRK, LLP for future use by the City.

WHEREAS, the previous Vacant Land Offer to Purchase regarding this property approved by the Common Council via Res. No. 54-24-25 on August 19, 2024 was not accepted by the Seller.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and PBRK, LLP drafted on August 27, 2024, thereby authorizing the purchase of the property and removing the contingency for Common Council approval found at line 651 of the Vacant Land Offer to Purchase.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

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

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 27, 2024 [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

3 The Buyer, City of Sheboygan
4 offers to purchase the Property known as Parcel No. 59281501655

5
6 [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 650-664, or
7 attach as an addendum per line 686] in the City of Sheboygan
8 County of Sheboygan Wisconsin, on the following terms:

9 PURCHASE PRICE The purchase price is Sixty Thousand and 00/100
10 Dollars (\$ 60,000.00).

11 INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date
12 stated on line 1 of this Offer (unless excluded at lines 17-18), and the following additional items:
13

14 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included
15 or not included. Annual crops are not part of the purchase price unless otherwise agreed.

16 NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at
17 lines 12-13) and the following:
18

19 CAUTION: Identify Fixtures that are on the Property (see lines 21-25) to be excluded by Seller or that are rented
20 and will continue to be owned by the lessor.

21 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land so as to be
22 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
23 to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but not
24 limited to, all: perennial crops, garden bulbs; plants; shrubs and trees; fences; storage buildings on permanent foundations
25 and docks/piers on permanent foundations.

26 CAUTION: Exclude any Fixtures to be retained by Seller or that are rented on lines 17-18 or at lines 650-664 or in
27 an addendum per line 686.

28 BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer
29 on or before September 9, 2024

30 Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

31 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

32 ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
33 copies of the Offer.

34 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term
35 Deadlines running from acceptance provide adequate time for both binding acceptance and performance.

36 CLOSING This transaction is to be closed on or before October 15, 2024

37
38 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a Saturday,
39 Sunday, or a federal or a state holiday, the closing date shall be the next Business Day.

40 CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently
41 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real
42 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money
43 transfer instructions.

44 EARNEST MONEY

45 EARNEST MONEY of \$ accompanies this Offer.

46 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.

47 EARNEST MONEY of \$ will be mailed, or commercially, electronically
48 or personally delivered within days ("5" if left blank) after acceptance.

49 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as
50) STRIKE THOSE NOT APPLICABLE

51 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

52 CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an
53 attorney as lines 56-76 do not apply. If someone other than Buyer pays earnest money, consider a special
54 disbursement agreement.

55 THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.

~~56 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the
57 earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository
58 institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall
59 be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according
60 to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been
61 delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the
62 earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
63 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4)
64 upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain
65 legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the
66 earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.~~

~~67 ■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties
68 in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest
69 money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party
70 disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified
71 mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order
72 regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of
73 residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their
74 legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good
75 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional
76 Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.~~

~~77 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
78 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in
79 this Offer ~~except:~~~~

~~80 _____ . If "Time is of the Essence" applies to a date or Deadline,
81 failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date
82 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.~~

~~83 **VACANT LAND DISCLOSURE REPORT** Wisconsin law requires owners of real property that does not include any
84 buildings to provide Buyers with a Vacant Land Disclosure Report. Excluded from this requirement are sales exempt from
85 the real estate transfer fee and sales by certain court-appointed fiduciaries, for example, personal representatives, who
86 have never occupied the Property. The form of the Report is found in Wis. Stat. § 709.033. The law provides: "§ 709.02
87 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of a contract of sale . . . , to
88 the prospective buyer of the property a completed copy of the report . . . A prospective buyer who does not receive a report
89 within the 10 days may, within 2 business days after the end of that 10-day period, rescind the contract of sale . . . by
90 delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if
91 a Vacant Land Disclosure Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is
92 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding
93 rescission rights.~~

~~94 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has
95 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 101-181) other than those identified in
96 Seller's Vacant Land Disclosure Report dated _____, which was received by Buyer prior to Buyer
97 signing this Offer and that is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
98 and _____~~

~~99 _____
100 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**~~

~~101 "Conditions Affecting the Property or Transaction" are defined to include:~~

- ~~102 a. Flooding, standing water, drainage problems, or other water problems on or affecting the Property.~~
- ~~103 b. Impact fees or another condition or occurrence that would significantly increase development costs or reduce the value
104 of the property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.~~
- ~~105 c. Brownfields (abandoned, idled, or underused land that may be subject to environmental contamination) or other
106 contaminated land on the property, or that contaminated soils on the property have been cleaned up under the Petroleum
107 Environmental Cleanup Fund Act (PECFA), a Wisconsin Department of Natural Resources (DNR) remedial or cleanup
108 program, the DATCP Agricultural Chemical Cleanup Program, or other similar program.~~
- ~~109 d. Subsoil conditions that would significantly increase the cost of development, including, but not limited to, subsurface
110 foundations or waste material; any type of fill; dumpsites where pesticides, herbicides, fertilizer, or other toxic or hazardous
111 materials or containers for these materials were disposed of in violation of manufacturer or government guidelines or other
112 laws regulating such disposal; high groundwater; adverse soil conditions, such as low load-bearing capacity, earth or soil
113 movement, settling, upheavals, or slides; excessive rocks or rock formations; or other soil problems.~~
- ~~114 e. Material violation of an environmental rule or other rule or agreement regulating the use of the Property.~~
- ~~115 f. Defects caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in~~

- 116 soil, or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other
117 hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission
118 lines located on but not directly serving the Property.
- 119 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
120 substances on neighboring properties.
- 121 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
122 Property or in a well that serves the Property, including unsafe well water due to contaminants such as coliform, nitrates, or
123 atrazine, or any out-of-service wells or cisterns that are required to be abandoned (see § NR 812.26, Wis. Adm. Code) but
124 that are not closed or abandoned according to applicable regulations.
- 125 i. Defects in any septic system or other private sanitary disposal system on the Property; or any out-of-service septic
126 system serving the Property not closed or abandoned according to applicable regulations.
- 127 j. Underground or aboveground fuel storage tanks presently or previously on the Property for storage of flammable or
128 combustible liquids including, but not limited to, gasoline or heating oil; or Defects in the underground or aboveground fuel
129 storage tanks on or previously located on the Property. Defects in underground or aboveground fuel storage tanks may
130 include items such as abandoned tanks not closed in conformance with applicable local, state, and federal law; leaking;
131 corrosion; or failure to meet operating standards. (The owner, by law, may have to register the tanks with the Department
132 of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use
133 or not. Department regulations may require closure or removal of unused tanks.)
- 134 k. Existing or abandoned manure storage facilities located on the property.
- 135 l. Notice of property tax increases, other than normal annual increases, or pending Property tax reassessment;
136 remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special
137 purpose district, such as a drainage district, that has authority to impose assessments on the Property.
- 138 m. Proposed, planned, or commenced public improvements or public construction projects that may result in special
139 assessments or that may otherwise materially affect the Property or the present use of the Property; or any land division
140 involving the Property without required state or local permits.
- 141 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
142 and there are common areas associated with the Property that are co-owned with others.
- 143 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
144 wetland or shoreland zoning area under local, state or federal regulations; or the Property is subject to a mitigation plan
145 required by Wisconsin Department of Natural Resources (DNR) rules related to county shoreland zoning ordinances, that
146 obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the
147 county.
- 148 p. Nonconforming uses of the Property (a nonconforming use is a use of land that existed lawfully before the current zoning
149 ordinance was enacted or amended, but that does not conform to the use restrictions in the current ordinance); conservation
150 easements (a conservation easement is a legal agreement in which a property owner conveys some of the rights associated
151 with ownership of his or her property to an easement holder such as a governmental unit or a qualified nonprofit organization
152 to protect the natural habitat of fish, wildlife, or plants or a similar ecosystem, preserve areas for outdoor recreation or
153 education, or for similar purposes); restrictive covenants or deed restrictions on the Property; or, other than public rights-of-
154 way, nonowners having rights to use part of the Property, including, but not limited to, private rights-of-way and easements
155 other than recorded utility easements.
- 156 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
157 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 158 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
159 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 160 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
161 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or
162 similar group of which the Property owner is a member.
- 163 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
164 driveway) affecting the Property. Encroachments often involve some type of physical object belonging to one person but
165 partially located on or overlapping on land belonging to another; such as, without limitation, fences, houses, garages,
166 driveways, gardens, and landscaping. Encumbrances include, without limitation, a right or claim of another to a portion of
167 the Property or to the use of the Property such as a joint driveway, liens, and licenses.
- 168 u. Government agency, court order, or federal, state, or local regulations requiring repair, alteration or correction of an
169 existing condition.
- 170 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
171 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 172 w. Material damage from fire, wind, flood, earthquake, expansive soil, erosion, or landslide.
- 173 x. Significant odor, noise, water diversion, water intrusion, or other irritants emanating from neighboring property.
- 174 y. Significant crop damage from disease, insects, soil contamination, wildlife, or other causes; diseased or dying trees or
175 shrubs; or substantial injuries or disease in livestock on the Property or neighboring property.
- 176 z. Animal, reptile, or other insect infestations; drainage easement or grading problems; excessive sliding; or any other
177 Defect or material condition.

178 aa. Archeological artifacts, mineral rights, orchards, or endangered species, or one or more burial sites on the Property.
179 bb. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
180 cc. Other Defects affecting the Property such as any agreements that bind subsequent owners of the property, such as a
181 lease agreement or an extension of credit from an electric cooperative.

182 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days ("15" if left blank) after acceptance
183 of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs,
184 agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation
185 agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest,
186 Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with
187 disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This
188 contingency will be deemed satisfied unless Buyer delivers to Seller, within 7 days after the deadline for delivery, a notice
189 terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or
190 payback obligation.

191 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such**
192 **programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program**
193 **such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not**
194 **continued after sale. The Parties agree this provision survives closing.**

195 **MANAGED FOREST LAND:** If all, or part, of the Property is managed forest land under the Managed Forest Law (MFL)
196 program, this designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive
197 program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders
198 designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the
199 MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the
200 Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL
201 management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan
202 compliance. Changes a landowner makes to property that is subject to an order designating it as managed forest land,
203 or to its use, may jeopardize benefits under the program or may cause the property to be withdrawn from the program
204 and may result in the assessment of penalties. For more information call the local DNR forester or visit
205 <https://dnr.wisconsin.gov/topic/forestry>.

206 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that
207 would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural
208 land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge.
209 To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's
210 Equalization Bureau or visit <http://www.revenue.wi.gov/>.

211 **FARMLAND PRESERVATION:** The early termination of a farmland preservation agreement or removal of land from such
212 an agreement can trigger payment of a conversion fee equal to 3 times the per acre value of the land. Contact the
213 Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or
214 visit <http://www.datcp.state.wi.us/> for more information.

215 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S.
216 Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant
217 a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent as well as
218 certain incentive payments and cost share assistance for establishing long-term, resource-conserving ground cover.
219 Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service
220 Agency office or visit <http://www.fsa.usda.gov/>.

221 **SHORELAND ZONING ORDINANCES:** All counties must adopt uniform shoreland zoning ordinances in compliance with
222 Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000
223 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards
224 for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that
225 may be exceeded if a mitigation plan is adopted and recorded) and repairs to nonconforming structures. Buyers must
226 conform to any existing mitigation plans. For more information call the county zoning office or visit <https://dnr.wi.gov/>.
227 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning or shoreland-wetland
228 zoning restrictions, if any.

229 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
230 where one or both of the properties is used and occupied for farming or grazing purposes.

231 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**
232 **occupied for farming or grazing purposes.**

233 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
234 there are a variety of issues that should be addressed to ensure the development or new use is feasible. Buyer is solely
235 responsible to verify the current zoning allows for the proposed use of the Property at lines 251-255. Municipal and zoning
236 ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses
237 and therefore should be reviewed. Building permits, zoning or zoning variances, Architectural Control Committee approvals,
238 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental
239 audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the
240 feasibility of development of, or a particular use for, a property. Optional contingencies that allow Buyer to investigate certain
241 of these issues can be found at lines 244-304 and Buyer may add contingencies as needed in addenda (see line 686).

242 Buyer should review any plans for development or use changes to determine what issues should be addressed in these
243 contingencies.

244 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or
245 documentation required by any optional provisions checked on lines 256-281 below. The optional provisions checked on
246 lines 256-281 shall be deemed satisfied unless Buyer, within _____ days ("30" if left blank) after acceptance, delivers: (1)
247 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence
248 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
249 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions
250 checked at lines 256-281.

251 **Proposed Use:** Buyer is purchasing the Property for the purpose of: _____
252 _____

253 _____ [insert proposed use
254 and type or style of building(s), size and proposed building location(s), if a requirement of Buyer's condition to
255 purchase, e.g.1400-1600 sq. ft. three-bedroom single family ranch home in northwest corner of lot].

256 **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines
257 251-255.

258 **SUBSOILS:** Written evidence from a qualified soils expert that the Property is free of any subsoil condition that
259 would make the proposed use described at lines 251-255 impossible or significantly increase the costs of such
260 development.

261 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** Written evidence from a
262 certified soils tester that: (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
263 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of
264 the Property as stated on lines 251-255. The POWTS (septic system) allowed by the written evidence must be one of
265 the following POWTS that is approved by the State for use with the type of property identified at lines 251-255 CHECK
266 ALL THAT APPLY: conventional in-ground; mound; at grade; in-ground pressure distribution; holding
267 tank; other: _____

268 **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions
269 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
270 significantly delay or increase the costs of the proposed use or development identified at lines 251-255.

271 **APPROVALS/PERMITS:** Permits, approvals and licenses, as appropriate, or the final discretionary action by the
272 granting authority prior to the issuance of such permits or building permit, approvals and licenses, for the following items
273 related to Buyer's proposed use: _____
274 _____

275 **UTILITIES:** Written verification of the location of the following utility service connections (e.g., on the Property, at
276 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE:
277 electricity _____; gas _____; sewer _____;
278 water _____; telephone _____; cable _____;
279 other _____

280 **ACCESS TO PROPERTY:** Written verification that there is legal vehicular access to the Property from public
281 roads.

282 **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither
283 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY rezoning; conditional use permit;
284 variance; other _____ for the Property for its proposed use described at lines 251-255.
285 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within _____ days of
286 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

287 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
288 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by
289 a registered land surveyor, within _____ days ("30" if left blank) after acceptance, at (Buyer's) (Seller's) STRIKE ONE
290 ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____
291 acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the
292 Property, the location of improvements, if any, and: _____
293 _____

294 STRIKE AND COMPLETE AS APPLICABLE. Additional map features that may
295 be added include but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
296 dimensions; total acreage or square footage; easements or rights-of-way.

297 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required
298 to obtain the map when setting the deadline.**

299 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers
300 to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially
301 inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of
302 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to

303 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written
 304 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

305 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a
 306 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing
 307 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel
 308 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or
 309 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's
 310 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the
 311 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise
 312 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

313 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**
 314 **the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**
 315 **other material terms of the contingency.**

316 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
 317 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to
 318 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution that may be required to be
 319 reported to the Wisconsin Department of Natural Resources.

320 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 305-319).

321 (1) This Offer is contingent upon a qualified independent inspector conducting an inspection of the Property after the date
 322 on line 1 of this Offer that discloses no Defects.

323 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 324 inspection of _____

325 _____ (list any Property component(s)
 326 to be separately inspected, e.g., dumpsite, timber quality, invasive species, etc.) that discloses no Defects.

327 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
 328 they occur prior to the Deadline specified at line 333. Inspection(s) shall be performed by a qualified independent
 329 inspector or independent qualified third party.

330 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

331 **CAUTION: Buyer should provide sufficient time for the Property inspection and/or any specialized inspection(s),**
 332 **as well as any follow-up inspection(s).**

333 This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers
 334 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the
 335 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

336 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

337 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent
 338 of which Buyer had actual knowledge or written notice before signing this Offer.

339 **NOTE: "Defect" as defined on lines 553-555 means a condition that would have a significant adverse effect on the**
 340 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**
 341 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**
 342 **of the premises.**

343 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.

344 If Seller has the right to cure, Seller may satisfy this contingency by:

345 (1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects
 346 stating Seller's election to cure Defects;

347 (2) curing the Defects in a good and workmanlike manner; and

348 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

349 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

350 (1) Seller does not have the right to cure; or

351 (2) Seller has the right to cure but:

352 (a) Seller delivers written notice that Seller will not cure; or

353 (b) Seller does not timely deliver the written notice of election to cure.

354 **IF LINE 355 IS NOT MARKED OR IS MARKED N/A LINES 403-414 APPLY.**

355 **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written
 356 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
 357 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$
 358 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial
 359 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's
 360 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance
 361 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees
 362 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

363 sources or obtaining a construction loan or land contract financing, describe at lines 650-664 or in an addendum attached
 364 per line 686. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly
 365 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow
 366 lender's appraiser access to the Property.

367 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise
 368 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments
 369 shall be adjusted as necessary to maintain the term and amortization stated above.

370 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 371 or 372.**

371 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

372 **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate
 373 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if
 374 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.
 375 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if
 376 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

377 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer
 378 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
 379 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
 380 (even if subject to conditions) that is:

381 (1) signed by Buyer; or,

382 (2) accompanied by Buyer's written direction for delivery.

383 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
 384 this contingency.

385 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to
 386 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment
 387 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

388 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 357.
 389 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
 390 written loan commitment from Buyer.

391 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this
 392 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
 393 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of
 394 unavailability.

395 **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

396 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 391-394; or

397 (2) the Deadline for delivery of the loan commitment on line 357,

398 to deliver to Buyer written notice of Seller's decision to (finance this transaction with a note and mortgage under the same
 399 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
 400 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to
 401 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit
 402 worthiness for Seller financing.

403 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within _____ days ("7" if left blank) after
 404 acceptance, Buyer shall deliver to Seller either:

405 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
 406 the time of verification, sufficient funds to close; or

407 (2) _____
 408 _____ [Specify documentation Buyer agrees to deliver to Seller].

409 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
 410 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
 411 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
 412 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
 413 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
 414 access for an appraisal constitute a financing commitment contingency.

415 **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised
 416 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 417 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than
 418 the agreed upon purchase price.

419 This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy
 420 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting
 421 to the appraised value.

422 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

423 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
 424 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal

425 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
426 by either party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

427 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written
428 appraisal report and:

429 (1) Seller does not have the right to cure; or

430 (2) Seller has the right to cure but:

431 (a) Seller delivers written notice that Seller will not adjust the purchase price; or

432 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal
433 report.

434 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

435 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
436 Buyer's property located at _____

437 no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall
438 become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a
439 financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close
440 or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of
441 bridge loan shall not extend the closing date for this Offer.

442 **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another
443 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if
444 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

445 (1) Written waiver of the Closing of Buyer's Property Contingency if line 435 is marked;

446 (2) Written waiver of _____
447 _____ (name other contingencies, if any); and

448 (3) Any of the following checked below:

449 Proof of bridge loan financing.

450 Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide
451 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

452 Other: _____
453 _____

454 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

455 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon
456 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer
457 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other
458 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to
459 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7"
460 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this
461 Offer becomes primary.

462 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
463 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time
464 fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is
465 stricken).

466 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
467 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners
468 association assessments, fuel and _____.

469 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

470 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

471 Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA:**

472 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
473 taxes are defined as general property taxes after state tax credits and lottery credits are deducted.) NOTE: THIS CHOICE
474 APPLIES IF NO BOX IS CHECKED.

475 Current assessment times current mill rate (current means as of the date of closing).

476 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
477 year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

478 _____
479 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be
480 substantially different than the amount used for proration especially in transactions involving new construction,
481 extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local
482 assessor regarding possible tax changes.**

483 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
484 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5

485 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 486 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 487 and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

488 **TITLE EVIDENCE**

489 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
 490 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
 491 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
 492 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
 493 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Vacant Land
 494 Disclosure Report and in this Offer, general taxes levied in the year of closing and _____

495 _____
 496 _____ (insert other allowable exceptions from title, if
 497 any) that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute
 498 the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

499 **WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements**
 500 **may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates**
 501 **making improvements to Property or a use other than the current use.**

502 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of ^{Buyer}
 503 the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall
 504 pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's
 505 lender and recording the deed or other conveyance.

506 ~~■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)~~
 507 ~~**STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded~~
 508 ~~after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance~~
 509 ~~policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or~~
 510 ~~equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 516~~
 511 ~~523).~~

512 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney
 513 or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the Property as of a date no more
 514 than 15 days before delivery of such title evidence to be merchantable per lines 489-498, subject only to liens which will be
 515 paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

516 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
 517 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
 518 such event, Seller shall have _____ days ("15" if left blank) from Buyer's delivery of the notice stating title objections, to
 519 deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. If Seller is unable to
 520 remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the
 521 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
 522 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
 523 extinguish Seller's obligations to give merchantable title to Buyer.

524 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced
 525 prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments
 526 shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution
 527 describing the planned improvements and the assessment of benefits.

528 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
 529 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
 530 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
 531 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
 532 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
 533 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**

534 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
 535 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
 536 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

537 _____
 538 _____ Insert additional terms, if any, at lines 650-664 or attach as an addendum per line 686.

539 **DEFINITIONS**

540 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document
 541 or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice
 542 is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

543 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under
 544 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive

545 registered mail or make regular deliveries on that day.

546 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by
547 excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the
548 last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner
549 except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of
550 "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by
551 counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific
552 event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Time.

553 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
554 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
555 significantly shorten or adversely affect the expected normal life of the premises.

556 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

557 ■ **PARTY:** "Party" means the Buyer or the Seller; "Parties" refers to both the buyer and the Seller.

558 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-8.

559 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX () are part of
560 this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

561 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, or total acreage or square
562 footage figures, provided to Buyer by Seller or by a Firm or its agents, may be approximate because of rounding, formulas
563 used or other reasons, unless verified by survey or other means.

564 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land
565 dimensions, if material.**

566 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of
567 the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the
568 transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession
569 data to multiple listing service sold databases; (iii) provide active listing, pending sale, closed sale and financing concession
570 information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts,
571 to appraisers researching comparable sales, market conditions and listings, upon inquiry; and (iv) distribute copies of this
572 Offer to the seller or seller's agent of another property that Seller intends on purchasing.

573 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier
574 of closing or Buyer's occupancy, in materially the same condition it was in as of the date on line 1 of this Offer, except for
575 ordinary wear and tear.

576 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an
577 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer
578 in writing, and will be obligated to restore the Property to materially the same condition it was in as of the date on line 1 of
579 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than
580 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of
581 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such
582 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit
583 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed
584 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring
585 the Property.

586 **BUYER'S PRE-CLOSING WALK-THROUGH** Within three days prior to closing, at a reasonable time pre-approved by
587 Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no
588 significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and
589 that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

590 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
591 this Offer at lines 534-538 or in an addendum attached per line 686, or lines 650-664 if the Property is leased. At time of
592 Buyer's occupancy, Property shall be free of all debris, refuse, and personal property except for personal property belonging
593 to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

594 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
595 conditions of this Offer. A material failure to perform any obligation under this Offer is a default that may subject the defaulting
596 party to liability for damages or other legal remedies.

597 If **Buyer defaults**, Seller may:

- 598 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
599 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual
600 damages.

601 If **Seller defaults**, Buyer may:

- 602 (1) sue for specific performance; or
603 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

604 In addition, the Parties may seek any other remedies available in law or equity. The Parties understand that the availability
605 of any judicial remedy will depend upon the circumstances of the situation and the discretion of the courts. If either Party
606 defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.
607 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the
608 arbitration agreement.

609 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES**
610 **SHOULD READ THIS DOCUMENT CAREFULLY. THE FIRM AND ITS AGENTS MAY PROVIDE A GENERAL**
611 **EXPLANATION OF THE PROVISIONS OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR**
612 **OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT**
613 **CLOSING. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

614 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
615 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds
616 and inures to the benefit of the Parties to this Offer and their successors in interest.

617 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
618 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.doc.wi.gov>
619 or by telephone at (608) 240-5830.

620 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)
621 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the
622 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding
623 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign
624 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the
625 amount of any liability assumed by Buyer.

626 **CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer**
627 **may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed**
628 **upon the Property.**

629 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
630 condition report incorporated in this Offer per lines 94-97, or (2) no later than 10 days after acceptance, Seller delivers
631 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 637-639 apply.

632 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
633 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
634 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
635 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
636 Offer and proceed under lines 601-608.

637 **IF SELLER IS A FOREIGN PERSON.** If Seller has represented that Seller is a Foreign Person, Buyer shall withhold the
638 amount required to be withheld pursuant to IRC § 1445 at closing unless the Parties have amended this Offer regarding
639 amounts to be withheld, any withholding exemption to be applied, or other resolution of this provision.

640 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
641 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC
642 §1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall
643 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
644 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
645 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

646 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**
647 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
648 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
649 FIRPTA.

650 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

651 Offer is contingent upon Common Council approval.
652 _____
653 _____
654 _____
655 _____
656 _____
657 _____
658 _____
659 _____
660 _____
661 _____
662 _____
663 _____
664 _____

665 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
666 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
667 668-683.

668 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
669 line 670 or 671.

670 Name of Seller's recipient for delivery, if any: _____

671 Name of Buyer's recipient for delivery, if any: _____

672 (2) **Fax**: fax transmission of the document or written notice to the following number:

673 Seller: (_____) Buyer: (_____) _____

674 (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a commercial
675 delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at
676 line 679 or 680.

677 (4) **U.S. Mail**: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the
678 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

679 Address for Seller: 1139 Pennsylvania Ave., Sheboygan, WI 53081-4319 _____

680 Address for Buyer: _____

681 (5) **Email**: electronically transmitting the document or written notice to the email address.

682 Email Address for Seller: dennisprigge@discoverycoach.com _____

683 Email Address for Buyer: charles.adams@sheboyganwi.gov _____

684 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
685 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

686 **ADDENDA**: The attached _____ is/are made part of this Offer.

687 This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams _____

688 _____

689 (x) *Ryan Sorenson* *Ryan Sorenson* *8/27/24*
690 Buyer's Signature ▲ Print Name Here City of Sheboygan By: Ryan Sorenson, Mayor Date ▲

691 (x) *Meredith DeBruin* *Meredith DeBruin* *8/28/24*
692 Buyer's Signature ▲ Print Name Here Attest: Meredith DeBruin, City Clerk Date ▲

693 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**
694 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**
695 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**
696 **COPY OF THIS OFFER.**

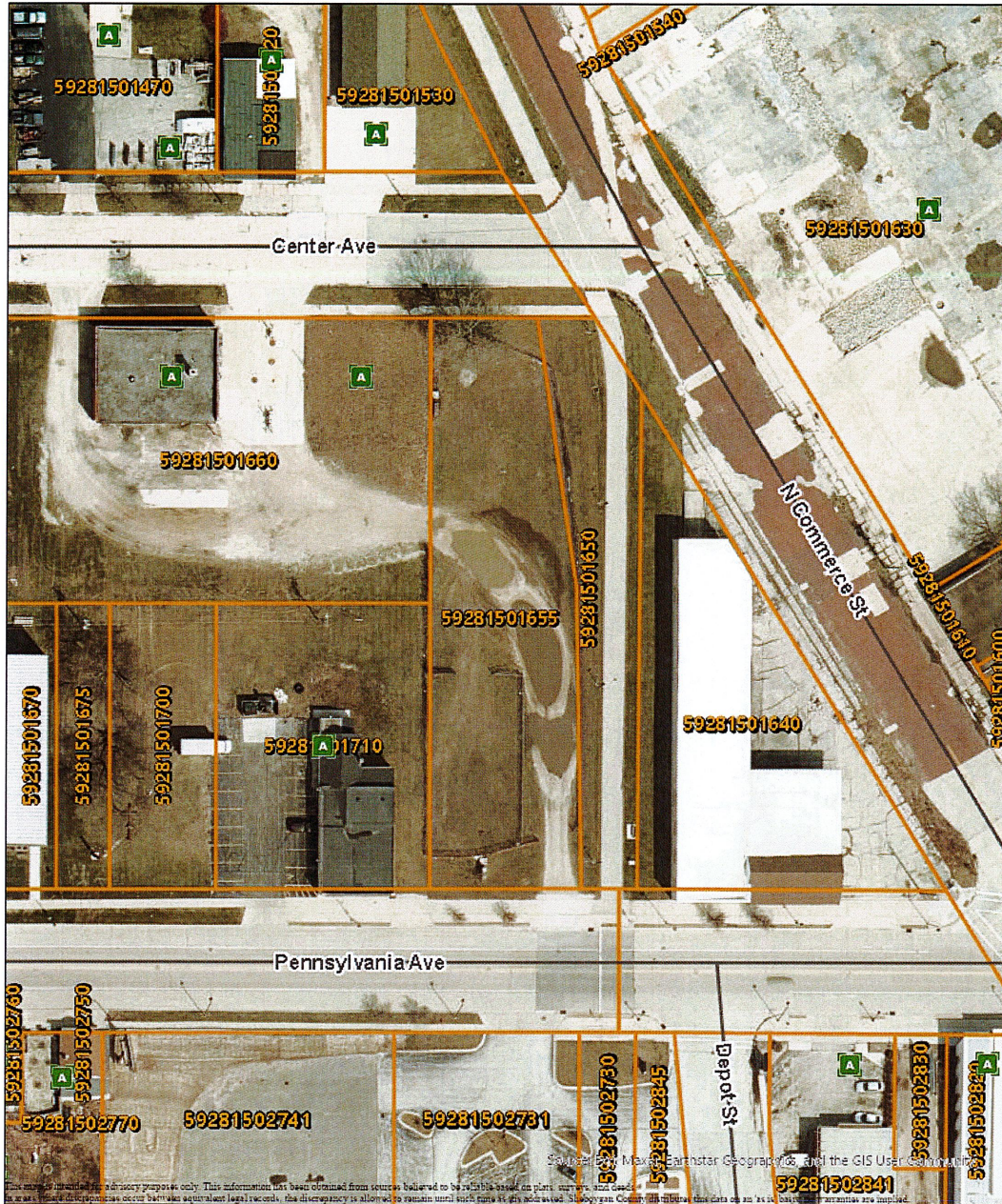
697 (x) _____
698 Seller's Signature ▲ Print Name Here PBRK, LLP By: _____ Date ▲

699 (x) _____
700 Seller's Signature ▲ Print Name Here By: _____ Date ▲

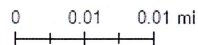
701 This Offer was presented to Seller by [Licensee and Firm] _____

702 _____ on _____ at _____ a.m./p.m.

703 This Offer is rejected _____ This Offer is countered [See attached counter] _____
704 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



GIS Web Map



Date Printed: 8/27/2024

**CITY OF SHEBOYGAN
RESOLUTION 73-24-25**

BY ALDERPERSONS MITCHELL AND PERRELLA.

SEPTEMBER 3, 2024.

A RESOLUTION consenting to the Assignment and Assumption of Ground Lease for parcels adjacent to property currently owned by Nemschoff, Inc., contingent upon sale of property to Phoenix Sheboygan III Industrial Investors, LLC.

WHEREAS, the City is lessor of property under a ground lease dated January 1, 1984 recorded with the Sheboygan County Register of Deeds as Document No. 1202009, and amended via recorded Document No. 1987117 for certain real property and improvements located along the Sheboygan River on which Nemschoff, Inc. has constructed a parking lot and storage area; and

WHEREAS, Nemschoff, Inc. desires to sell its property to Phoenix Sheboygan III Industrial Investors, LLC (“Phoenix”) and to assign its ground lease rights to Phoenix.

NOW, THEREFORE, BE IT RESOLVED: The Common Council hereby consents to Nemschoff, Inc. assigning its interest in the aforementioned ground lease to Phoenix, contingent upon Phoenix’s acquisition of the property, and directs the appropriate City officials to execute the attached Assignment document upon confirmation of sale.

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

DOCUMENT NO.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

RETURN TO:
Atty. Paul Jonas
Michael Best & Friedrich LLP
790 N. Water St., STE 2500
Milwaukee, WI 53202

Parcel Identification Numbers:
See Exhibit A

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT OF AND ASSUMPTION OF GROUND LEASE (“Assignment”) is entered into this ___ day of _____, 2024 (“**Effective Date**”) by and among Nemschoff, Inc. f/k/a Nemschoff Chairs, Inc., a Wisconsin corporation (“**Assignor**”), Phoenix Sheboygan III Industrial Investors LLC, a Delaware limited liability company (“**Assignee**”), and the City of Sheboygan (“**City**”).

RECITALS:

WHEREAS, Assignor is the lessee and the City is the lessor under a ground lease dated January 1, 1984 (“**Ground Lease**”), as referenced in that certain Memorandum of Lease dated May 3, 1990, and recorded with the Sheboygan County Register of Deeds on May 14, 1990, as Document Number 1202009, and in that certain First Amendment to Lease Agreement Between the City of Sheboygan and Nemschoff Chairs, Inc., dated May 16, 2013, and recorded with the Sheboygan County Register of Deeds on June 5, 2014, as Document Number 1987117, for certain real property and improvements located along the Sheboygan River as more fully described in the Ground Lease and in Exhibit A attached hereto and incorporated herein (the “**Property**”); and

WHEREAS, pursuant to the terms of the Ground Lease, Assignor has constructed a parking lot

and storage area ("**Improvements**") on the Property; and

WHEREAS, Assignor intends to sell to Assignee certain property located at 2304 and 2218 Julson Court in the City of Sheboygan ("**Owned Property**").

WHEREAS, in conjunction with Assignor's sale of the Owned Property to Assignee, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to the Ground Lease to Assignee, as Assignee desires to fully assume all of such right, title, and interest in accordance with the terms, covenants and conditions herein set forth.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby irrevocably grants, transfers, sets over and assigns unto Assignee all of Assignor's right, title, and interest in and to the Ground Lease and to all Improvements located thereon.

2. Assumption. As of the Effective Date, Assignee hereby accepts the foregoing assignment and agrees to comply with and perform all of the terms, conditions, and provisions of the Ground Lease, as tenant under the Ground Lease.

3. Indemnification. From and after the Effective Date, Assignee covenants and agrees to indemnify, defend and hold harmless Assignor from and against any and all liabilities, claims, damages, deficiencies, costs, expenses and losses of any nature whatsoever (including without limitation, court costs and reasonable attorney's fees) that may be asserted against Assignor relating to, arising out of or resulting from Assignee's performance or non-performance or default under the terms of the Ground Lease, or any claims, demands obligations or liabilities relating to the Ground Lease.

4. Miscellaneous.

(a) Binding Affect. The terms of this Assignment shall survive the closing of the purchase and sale of Assignor's interest in the Owned Property to Assignee, and shall be binding upon, shall inure to the benefit of, and shall be enforceable by Assignor and Assignee and their respective successors, assigns, heirs and personal representatives.

(b) Governing Law. This Assignment shall be deemed to be made under and shall be construed in accordance with and be governed by the laws of the State of Wisconsin.

(c) Entire Assignment. This Assignment constitutes the entire Agreement between the parties hereto with respect to the matters described herein and may not be modified in any way without the express written consent of both parties.

(d) Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

(Signatures appear on the following page)

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date and year first written above written.

ASSIGNOR:
NEMSCHOFF, INC.

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2024, the above named _____, individually and, who acknowledged himself/herself to be the _____ of Nemschoff, Inc., and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

ASSIGNEE:
PHOENIX SHEBOYGAN III INDUSTRIAL INVESTORS
LLC

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2024, the above named _____, individually and, who acknowledged himself/herself to be the _____ of Phoenix Sheboygan III Industrial Investors LLC, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

CONSENT TO ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

The undersigned, on behalf of the City of Sheboygan (“**City**”), hereby acknowledges and consents to the foregoing Assignment of Ground Lease (“**Assignment**”) by and between Nemschoff, Inc. f/k/a Nemschoff Chairs, Inc., a Wisconsin corporation (“**Assignor**”), and Phoenix Sheboygan III Industrial Investors LLC, a Delaware limited liability company (“**Assignee**”), to which this Consent is attached.

DATED effective as of the ___ day of ____, 2024.

CITY:
CITY OF SHEBOYGAN

By: _____

Name: _____

Title: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2024, the above named _____, individually and, who acknowledged himself/herself to be the _____ of the City of Sheboygan, and to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name:
Notary Public, State of Wisconsin
My Commission Expires: _____

This instrument was drafted by:

Atty. Paul Jonas
Michael Best & Friedrich LLP
790 N. Water St, STE 2500
Milwaukee, WI 53202

EXHIBIT A**Property Legal Description**

PARCEL E:

LOT ONE (1) IN BLOCK TWENTY-FIVE (25) OF LYMAN ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

TAX PARCEL NO.: 59281210490

PARCEL F:

LOTS TWO (2), THREE (3) AND FOUR (4) OF BLOCK TWENTY-FIVE (25) OF LYMAN ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF.

TAX PARCEL NO.: 59281210500

PARCEL G:

LOTS ELEVEN (11), TWELVE (12), THIRTEEN (13), FOURTEEN (14) AND FIFTEEN (15) IN BLOCK TWENTY-FIVE (25) OF LYMAN'S ADDITION TO THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, ACCORDING TO THE RECORDED PLAT THEREOF, EXCEPTING PARCELS OF LAND AND RIGHT-OF-WAY HERETOFORE CONVEYED TO THE CHICAGO AND NORTHWESTERN RAILWAY CO. BY DEED DATED OCTOBER 31, 1892, AND RECORDED IN VOL. 74 OF DEEDS, PAGE 379, OFFICE OF THE REGISTER OF DEEDS OF SHEBOYGAN COUNTY, GRANTING A RIGHT-OF-WAY TO SAID RAILWAY CO. UPON THE CONDITIONS STATED IN SAID DEED. TOGETHER WITH THE EAST 1/2 OF VACATED SOUTH 24TH STREET ADJACENT TO LOT 15 AND THAT PORTION OF THE SOUTH 1/2 OF THE SOUTH 33 FEET OF VACATED W. WATER STREET LYING ADJACENT TO LOTS 12, 13, 14 AND 15 AND THE WEST 34 FEET OF LOT 11, AND THE SOUTH 1/2 OF VACATED W. WATER STREET LYING ADJACENT TO THE EAST 6 FEET OF LOT 11.

TAX PARCEL NO.: 59281210540

**CITY OF SHEBOYGAN
RESOLUTION 68-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into a contract extension with GFL Environmental LLC for refuse and recyclables material transfer and tipping services.

WHEREAS, the City’s current contract for refuse and recyclables material transfer and tipping services expires December 31, 2024 and allows for a five-year extension, which, if entered into, would hold current 2024 prices for year 2025 which is estimated to be a reduction of \$60,000 in year 2025; and

WHEREAS, City staff believes that this five-year extension is in the City’s best interest and that GFL Environmental LLC possesses the requisite skill, labor, and materials to provide appropriate refuse and recycling services.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign the attached agreement with GFL Environmental LLC, in form substantially similar to the attached, after the City Attorney’s Office has approved the final agreement.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to draw funds from the following accounts to pay for the services rendered:

- General Fund – Sanitation – Transfer Station Tipping (Account No. 101362-533125)
- Recycling Fund – Recycling – Transfer Station Tipping (Account No. 632363-533125)

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

5 year extension of Original Agreement Between the City of Sheboygan and GFL Environmental LLC

For Residential Refuse and Recyclables Material Transfer and Tipping Services

This Agreement (“Agreement”) is made and enter effective January 1,2025 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and GFL Environmental LLC (“GFL Environmental”)

WITNESSETH:

WHEREAS, the City desires to contract with an entity to provide necessary services, set forth in Article I of the Agreement, related to residential refuse and recyclable material transfer after the residential and recyclable material has been collected by the City (the “Services”)

WHEREAS, GFL Environmental desires to provide the Services to the City pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenant herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

GFL Environmental shall furnish all facilities, labor, equipment, materials, and transportation equipment required to preform the Services set forth in the Agreement. All Services performed by GFL Environmental pursuant to this Agreement shall be compliant with all applicable laws, including WDNR and ETA rules and regulations.

Specifically, GFL Environmental shall provide the following Services to the City:

1. Recycling: The City will deliver residential recyclables – (a) aluminum containers, (b) bi-metal containers, (c) corrugated paper or other container board, (d) glass containers, (e) magazines, newspapers, and office paper, (f) plastic containers made of PETE, HDPE, PCV, LDPE, or PP, (g) steel containers, and (h) any other item required by state law to be recycled – it has collected within the City of Sheboygan’s corporate limits to GFL Environmental’s transfer station located at 115 Birch Rd, Sheboygan Falls, Wisconsin (the “Transfer Station”). After the City has delivered the residential recyclables, GFL Environmental shall provide all necessary (including transportation, and processing, and marketing) so that the residential recyclable are processed in accordance with all applicable laws.
2. Waste: The City will deliver residential waste it has collected within the City of Sheboygan’s corporate limits to the Transfer Station. After the City has delivered the residential waste, GFL Environmental shall provide all necessary services (including transportation and disposal) so that the residential waste is disposed of in accordance with all applicable laws.

By way of estimate only, the City Estimates that is will deliver 3,312 tons per year of residential recyclables, 13,318 tons per year of residential waste, and 1,151 tons per year of City of Department of Public Works operations solid waste (such as street sweepings, catch basin debris, park refuse and hydro vacuum debris) to the Transfer Station each year of this

Agreement. The parties agree that waste does not include, and the City shall not deliver, any hazardous waste, materials or substances or any materials the Transfer Station is not permitted to accept.

Recycling and Waste will generally be delivered to the Transfer Station five days per week (Monday through Friday). From time to time when there is a weather event or holiday that delays the City's collection services, Recycling and Waste may be delivered to the Transfer Station on a Saturday; provided, however that the City must notify GLF Environmental at least 24 hours in advance.

3. Dumpsters: On a schedule requested by the City, GFL Environmental will provide thirty cubic yard dumpsters to the City in order to facilitate neighborhood clean-up projects. Dumpsters shall be picked up and delivered on agreed Monday through Sunday.

Article 2. Cost

GFL Environmental shall provide Services on the Following Cost schedule:

1. Waste: \$40.98/ton, plus \$13/ton Federal and State Fees)
2. Recycling: \$105.38/ton
3. Street Sweepings: \$40.98/ton, plus \$13/ton Federal and State Fees)
4. Bulky Items: \$53.98/ton (include \$13/ton Federal and state fees)
5. Dumpsters: \$198.28/ container, plus \$53.98/ton (include \$13/ton Federal and state fees)

-The City shall make commercially reasonable efforts to ensure bagged recyclables are not provided to GFL Environmental at the Transfer Stations. Bagged Recycling will be considered contaminated.

This cost schedule shall apply until December 31, 2025. On January 1, 2026 and each subsequent year of this Agreement, GFL Environmental may adjust the fees set forth above pursuant to the United States Department of Labor, Bureau of Labor Statistics' "National Consumer Price Index for Water and Sewer Trash Collection Services" Rate at the figure published on July 1 compared to the previous figure published on July 1, to take effect for the next year calendar. Thus, for example, the July 1, 2025 rate (compared to the July 1, 2024 rate) will be used to determine the rate for the Calendar Year 2026. GFL Environmental shall provide documentation to the City regarding its calculation before this increase shall take effect. In no event shall the fee increase by more than 5% for any year.

GFL Environmental shall invoice or bill the City no more frequently than monthly. Invoice shall be sent to:

Joel Kolste
City of Sheboygan
Department of Public Works
2026 New Jersey Ave.
Sheboygan, WI 53081

The City shall make payment within forty-five days of receipt of an Invoice.

The City and GFL Environmental share a goal of limiting the contamination in the residential recyclable the City delivers to the Transfer Station. GFL Environmental shall determine the contamination rate of the residential recyclables. GFL Environmental and the City shall work together to reduce the contamination rate of the residential recyclables delivered to the Transfer Station. So long as the contamination rate is 10% contamination or less, no contaminated recycling surcharge may be imposed. If the contamination rate is more than 10% contaminated, GFL Environmental will—for a particular contaminated delivery of residential recycling—charge the City a contaminated recycling surcharge of \$150/ton, in addition to the charge for recycling set forth above. GFL Environmental shall provide photographic evidence of the contaminated residential recycling to the City.

Below is an example of how contamination charges will be calculated and applied:

3.0 tons or 6,000 pound load @ 20% Contamination level = .06 tons or 1,200 pounds of contamination.

1st 10%, or 600 pounds, or 0.3 tons is acceptable and not chargeable

2nd 10%, or 600 pounds, or 0.3 tons will be charge at a rate of \$150.00/ton
 .3 tons x \$150.00 = \$45.00 contamination charge

Article 3: Term of Agreement

This Agreement shall govern all Services occurring After January 1, 2025 and before December 31, 2029, unless terminated or extended pursuant to this Agreement.

The Agreement may be extended for an additional five years by mutual agreement of the parties. Such an extension will extend the agreement until December 31, 2034 (the “Extension”). If the City wishes to exercise the Extension, it may provide notice to GFL Environmental by July 30, 2034. The City may include a written proposal of terms and conditions for the continuation of the contract (the “Continuation Proposal”). The Continuation Proposal may propose new terms and conditions based upon changes in legislation regarding solid waste and recycling or any other charge that would affect the administration of the Services pursuant to the Agreement. Contractor shall respond to any Continuation Proposal within thirty (30) days of its receipt, indicating; (1) its acceptance of the Continuation Proposal (2) its rejection of the Continuation Proposal; of (3) its willingness to negotiate regarding the Continuation Proposal. If Contractor does not respond, it is a rejection of the Continuation Proposal.

Article 5: GFL Environmental’ s Obligations

In providing the Services set forth in Article 1, GFL Environmental Shall:

1. Provide a facility that will accept City generated solid waste, including waste from the City’s public works operations, which meets WDNR and EPA rules and regulations for solid waste transfer stations, and is licensed as such.
2. Provided a facility that will accept City generated residential single stream recyclables, specifically: cardboard, all other paper, aluminum/beverage cans, and any other residential recyclable material mandated by WDNR and EPA to be collected.

3. Provide a facility that will control waste to avoid health and nuisance problems and meet all applicable criteria set forth by WDNR, EPA, and any applicable local zoning or land use regulations.
4. Provide a facility that will provide safe working conditions for City workers and vehicles and equipment, as well as GFL Environmental's employees and the general public.
5. Haul, sort, and otherwise process and market or dispose of all materials delivered to the Transfer Station in accordance with all applicable rules, laws, orders, regulations, policies, and any other provisions as promulgated, adopted, passed, or provided by federal, state, or municipal government.
6. Provide access to the Transfer Station to City vehicles Monday through Friday from 7:30 a.m. to 5:00 p.m., and upon request on Saturday following holidays or snow emergencies. The average total time at the Transfer Stations for a City vehicles delivering waste and recyclables shall not exceed twenty minutes as a result of GFL Environmental's operations.
7. In the event of emergency conditions declared by the City, and proper and adequate notification by the City (which shall be made by phone call) , GFL Environmental shall keep the Transfer Station open for receipt of waste or recyclables from such emergency.
8. Make ready and have available adequate equipment, forces and materials to start work on the First day of the Term of this Agreement, set forth in Article 4.
9. Provide tipping record receipts for each load dumped that provide the amount of materials dumped (waste and recycling), date, time, and truck number.
10. Provide annual, quarterly, and monthly reports that provide the tonnage of waste and recycling in sufficient detail to meet WDNR and any other reporting requirement imposed on the City. The monthly report shall be provided no later than 15 calendar days after the end of the month. These reports shall consist of the following:
 - a. Tonnage of Solid Waste
 - b. Price per ton of Solid Waste
 - c. Tonnage of Recycling
 - d. Price per ton of Recycling
 - e. Any other data required under WDNR, EPA, or any other governmental regulations or guidelines, or the City's Grant from the Recycling partnership.
11. Provide ad hoc reports as requested by the City, if agreed upon with the Contractor.
12. Adhere to all applicable WDNR regulations, including those under NR 544.
13. Adhere to all applicable WDNR procedures, and any applicable law regarding solid waste reduction, recovery, and recycling with respect to the final disposition of materials.
14. Secure all licenses, permits, and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this Agreement.
15. Provide adequate supervision of its employees in connection with the details of their work and the hours of their employment.
16. Ensure qualified persons perform the Services specified in this Agreement.

Article 6. City Rejection of Facility

GFL Environmental intends to send the City's Recycling to GFL Environmental Wisconsin MRF in Mayville, Wisconsin. IF the MRF fails to obtain or loses WDNR approved certification status, GFL Environmental shall provide materials transportation to another WDNR approved and certified facility for recycling or

recyclables under this Agreement. If GFL Environmental is unable to do so, the City may terminate this Agreement and contract with another entity for the Services provided under this Agreement. If the Cost of the replacement Services exceed the amount set forth in the Agreement, GFL Environmental shall provide damages to the City for the remainder of the Term of Agreement equal to the difference between the price per ton paid under any replacement agreement and the price per ton paid under this Agreement.

2 Notification shall be adequate if it is made when the Transfer Station is currently open. The City Shall provide notification to GFL Environmental as soon as practicable after the declaration of emergency conditions.

Article 7. Performance Bond

GFL Environmental shall provide the City with a performance bond, made payable to the City of Sheboygan, Wisconsin, in an amount equal to 100% of the estimated annual fee for the Services, executed by a surety company authorized to do business in the State of Wisconsin.

GFL Environmental shall adjust their performance bond annually to accommodate potential changes in the tipping fees and solid waste and recyclables disposal tonnages. Performance bonds are required for the proception of the City of Sheboygan and its taxpayers against failure of the contractor to complete the contract.

In the even that the successful proposer fails to perform or abandons the contract, the City of Sheboygan shall have the contract completed as expeditiously as possible and shall bring action against the bond for the additional expenses and administrative time expended.

Article 8. General Provisions

1. **Headings.** The numbers and captions of the Various Articles and Sections are solely for convenience and reference and shall not affect the scope, meaning, intent, or interpretation of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.
2. **Force Majeure.** The term “Force Majeure” as used in this Agreement means acts of God, war, strikes, or other industrial disturbances, acts of a public enemy, blockades, insurrections, or riots, epidemics, landslide or floods, earthquakes, fires, storms, arrests, civil disturbances, explosions, and other causes beyond the control of the parties herein. Should GFL Environmental be delayed or prevented in whole or in part, from performing its obligations under this Agreement as a result of any force majeure GFL Environmental shall be excused from performing such obligations while GFL Environment is so prevented. GFL Environmental shall provide notice of the force majeure even as soon as it is practicable.
3. **Neither Party the Drafter.** The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the term hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting of this Agreement.
4. **Non-Appropriation.** If funds for the continued fulfillment of the Agreement by the City are at any time not forthcoming or are insufficient, through the failure of any entity –including the City

itself—to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

5. **Waiver.** No failure of either party to enforce a term of the Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of the Agreement shall be considered a waiver of any other term or breach thereof.
6. **Severability.** The invalidity, illegality, or unenforceability of any provisions 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 provisions 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 Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
7. **Breach and Termination.**
 - a. If for any reason, GFL Environmental shall fail to fulfill in a timely and proper manner, its material obligations under the terms of this Agreement, or if GFL Environmental shall fail to fulfill in timely and proper manner any of the material covenants or stipulations in this Agreement, the City shall give written notice of the breach to GFL Environmental.
 - b. The written notice shall state the failure to fulfill in a timely and proper manner the material obligations and the corrective action to be taken within a reasonable time established by the City. If GFL Environmental fails to take such corrective action, the City shall have the right to terminate the Agreement by providing thirty (30) days' notice to GFL Environmental.
 - c. GFL Environmental shall not be entitled to the opportunity to correct the same failure to fulfill in a timely and proper manner its material obligations according to this subsection more than three times during the term of this Agreement. Thereafter, for the same failure by GFL Environmental the City shall have the right to terminate this Agreement providing a thirty (30) days' notice GFL Environmental.
 - d. GFL Environmental becoming listed on any debarment list or similar list shall constitute cause for termination of this Agreement upon thirty (30) days' notice.
8. **Third Party Rights.** Nothing in this Agreement shall construed to give any rights of or benefits to anyone other than the City and GFL Environmental.
9. **Choice of Law and Venue.** This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under the Agreement shall be in Sheboygan Circuit Court, Sheboygan County, Wisconsin or the applicable federal court.
10. **Document Retention.** Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. GFL Environmental acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement unless they are destroyed earlier pursuant to GFL Environmental's document retention policies. In the even records are destroyed prior to seven (7) years after receipt of final payment under the Agreement, GFL

Environmental shall indemnify, defend, and hold the City harmless from any claim, demand, settlement, judgment, or other expense related to the destruction of the record, even if the record is destroyed pursuant to GFL environmental document retention policy.

11. Insurance.

- a. **General Liability Insurance.** GFL Environmental shall maintain during the life of this Agreement such general Liability insurance as shall protect GFL Environmental from claims for damages resulting from: (1) bodily injury, including wrongful death, and (2) property damage. This insurance shall cover damage that arises from operations under the Agreement, whether such operations are by GFL Environmental or an subcontractor of anyone directly employed by either of them. The minimum acceptable limit of coverage to be provided by such general liability insurance shall be: \$2,000,000 per occurrence for Bodily Injury and \$2,000,000 per occurrence for Property Damage.
- b. **Automobile Liability Insurance.** GFL Environmental shall maintain during the life of this Agreement such comprehensive automobile liability insurance as shall protect GFL Environmental against claims for damage resulting from: (1) bodily injury, including wrongful death; and (2) property damage. This insurance shall cover damage that arises from the operations of any owner, hired, or non-owned automobiles used by or for GFL Environmental in any capacity in connection with the fulfillment of the Agreement. The minimum acceptable limit of coverage to be provided by such comprehensive automobile liability insurance shall be a Combined Single Limit of \$2,000,000 per accident.
- c. **Workers Compensation and Employer's Liability.**
 - i. GFL Environmental shall maintain during the life of this Agreement such worker's compensation insurance as shall protect GFL Environmental under the State of Wisconsin's workman's compensation laws. This Policy shall provide the statutorily required coverage.
 - ii. GFL Environmental shall maintain during the life of this Agreement such insurances as shall protect GFL Environmental against claims for injury, disease, or death of its Employees which, for any reason, may not fall within the provisions of the workmen's compensation claim. This policy shall include an "all states" endorsement and shall have minimum acceptable limit of coverage of \$2,000,000.
- d. All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.
- e. The insurance limits set forth in the Section are minimum. It shall be the responsibility of GFL Environmental to always maintain adequate insurance coverage. Failure of GFL Environmental to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.
- f. Each insurance policy required by this Agreement shall provide that at least ten (10) days advanced written notice to the City will be provided before any policy is hanged or cancelled.

- g. In the Even that the City consents to a subcontractor providing services under this Agreement, the subcontractor shall also maintain insurance in the amounts set forth in this Section.
12. **Non-Discrimination.** Subject to Wis. Stat. § 111.31 to Wis. Stat. § 111.36, GFL Environmental shall not engage in any act of discrimination as specified in in Wis. Stat. § 111.322 against any individual. GFL Environmental shall not discriminate against any person seeking employment, or in their employment or separation therefrom on the basis of sex, race, color, religion, national origin, age, handicap, marital status, ancestry, arrect record, conviction record, veteran status, or the use or non-use of lawful products off of GFL Environmental' s premises during non-working hours. This provision shall include, but no be limited to, the following: employment, promotion, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, GFL Environmental agrees, upon request, to give an affidavit the GFL Environmental has not and will not engage in any act of employment discrimination during the term of this Agreement.
 13. **No Collusion.** GFL Environmental certifies that the prices in its quote were arrived at independently, without competition, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor. No attempt was made to induce any other person, partnership, or corporation to submit or not to submit a quote to the City of these Services for the purpose of restricting competition.
 14. **Conflict of Interest.** GFL Environmental declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Servies under this agreement. GFL Environmental agrees that no person having any such interest shall be employed in the performance of this Agreement.
 15. **Assignment.** Neither the City nor GFL Environmental shall assign any rights or duties under the Agreement without the prior written consent of the other party.
 16. **Identity of GFL Environmental.** GFL Environmental acknowledges that one of the primary reasons for its selection by the City to perform the Servies is the qualifications and experience of GFL Environmental. GFL Environmental this agrees that the Servies to be preformed pursuant to this Agreement shall be performed by GFL Environmental. GFL Environmental shall not subcontract any part of the Services without prior written permission of the City. The City's Director of Public Works shall have the ability to provide written permission. The City reserves the right to reject any of GFL Environmental' s personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
 17. **Independent Contractor.** During the entire term of the Agreement, GFL Environmental shall be independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. GFL Environmental shall be solely responsible for the payment and reposting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.
 18. **Indemnification.** GFL Environmental shall indemnify, defend, and hold harmless the City of Sheboygan, its employees, offices, and agents from the again all claims, damages, losses, and

expenses, including attorney fees arising from deaths or accidents or destruction of tangible property including the loss of the use resulting therefrom, resulting to employees of GFL Environmental, or its subcontractors, in the work contemplated and done under the contact, and to indemnify and hold harmless the City of Sheboygan, and its employees, offices, and agents, from and against all claims, damages, losses, and expenses, including attorney’s fees, decrees, or judgements whatsoever, but only to the extent the claim, damage, loss or expense arises from a negligent act, omission, failure, or neglect of GFL Environmental, its subcontractors, or agents, servants, and employees, or other persons under its supervision of direction in the performance of any work under the terms of this contract.

- 19. **Notice.** Any notice required by the Agreement shall be made in writing to the individuals/ addresses specified below:

City:	GFL Environmental:
City Clerk	Timothy Mueller
City of Sheboygan	GFL Environmental
828 Center Ave.	428 High St.
Sheboygan, WI 53083	Chilton, WI 53014

Nothing contained in this section shall be construed to restrict the transmission or routine communication between representatives of the City and GFL Environmental.

- 20. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation in transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
- 21. **Intent to be Bound.** The City and GFL Environmental each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.
- 22. **Authority.** Each person executing this Agreement on behalf of a party hereto represent and warrants to the other party: That the execution and delivery of this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- 23. **Integration and Modification.** This Agreement represents the entire and integrated agreement between the City and GFL Environmental. 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 sign by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be Executed the day and year first written above.

CITY OF SHEBOYGAN, WI

BY: _____
Ryan Sorenson, Mayor

ATTEST: _____
Meredith Debruin, City Clerk

DATE: _____

GFL ENVIRONMENTAL

BY: _____
Mike Stoeckigt, Area Vice President

BY: _____
Tim Mueller, General Manager

DATE: _____

**CITY OF SHEBOYGAN
RESOLUTION 67-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing the creation of a temporary Designated Outdoor Refreshment Area during Riverfest on September 21, 2024.

WHEREAS, the Common Council, by Ordinance 11-24-25 adopted on August 5, 2024, modified section 38-59 of the Sheboygan Municipal Code to allow for the creation of a Designated Outdoor Refreshment Area (“DORA”) to permit the carrying of open containers and consumption of alcoholic beverages within the DORA boundaries during such times and under such conditions as the Council may specifically permit by authorizing resolution; and

WHEREAS, the City desires to support local business and nonprofits during Riverfest by creating a temporary Designated Outdoor Refreshment Area (“DORA”) encompassing portions of the Riverview Park Boardwalk and portions of the parking lot and drive lane immediately north of Parker John’s restaurant.

NOW, THEREFORE, BE IT RESOLVED: That pursuant to section 38-59 of the Sheboygan Municipal Code, there is hereby created a DORA permitting the carrying and consumption of alcoholic beverages with the following conditions:

- The DORA boundaries shall be defined as shown on the attached Exhibit, “Temporary Riverfest DORA.”
- The carrying and consumption of alcoholic beverages within the Temporary Riverfest DORA District (“TRDD”) shall be limited to September 21, 2024 during the hours of 11:00 a.m. to 5:00 p.m.
- The TRDD shall terminate at 5:00 p.m. on September 21, 2024.
- The carrying and consumption of alcoholic beverages within the TRDD is limited to the alcohol service area, sidewalks, and other portions of the right-of-way not open to vehicular traffic including crosswalks or other pedestrian crossing areas while persons are lawfully crossing the street, and to pedestrian ways and grassy areas unless otherwise marked. Portions of parking areas that are incorporated into the TRDD shall be fenced or otherwise barricaded or marked to prohibit vehicular access.
- The carrying and consumption of alcoholic beverages shall not be permitted on boat slips abutting the TRDD, in parking lots or premises held out to the public for use of motor vehicles, nor on any private property without permission of the owner or occupant.

- The exception shall not permit the possession or consumption of any intoxicating liquor or fermented malt beverages in violation of the provisions of state statutes or other municipal codes, including, but not limited to the possession or consumption of alcoholic beverages on a licensed premises which were not purchased at that premises, possession or consumption of alcoholic beverages on premises without a license that are open to the public, possession or consumption by underage persons or any other violation.
- All alcoholic beverages sold by individuals servings for removal from a licensed premise for consumption with the TRDD shall be served in unbreakable, transparent or semi-transparent containers, except that beverages may be served in their original packaging if such packaging is plastic or aluminum. Beverages sold or possessed in glass containers shall not be permitted to be opened or consumed within the TRDD.
- Only alcohol served within the DORA is permitted to be carried within the DORA. No carry-ins will be allowed.
- The City shall retain the right to suspend or terminate the TRDD at any time when, in the judgment of the Police Chief, Mayor, or City Administrator, such action is necessary in the interest of public safety or to address issues and concerns that may arise in relation to the TRDD, including but not limited to non-compliance of businesses/patrons with the conditions of this resolution, trash or debris or disorderly conduct associated with the TRDD.
- The Riverfest organizers shall clearly mark the TRDD boundaries in accordance with any direction given by City staff or law enforcement.

- Common Council approval of this resolution is contingent upon a timely submission of a complete contingency plan and approval of the same by the Police Chief, Fire Chief, and City Administrator. The contingency plan shall include, but is not limited to, the following plans and provisions: crowd control plans, how event staff to enforce the DORA boundaries, how alcohol servers will be trained, how alcohol servers will be checking for IDs, and how alcohol servers will be checking for over intoxication.

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 69-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing a contract between the City of Sheboygan and Molo, Inc. for marina management software regarding transient and annual marina slip leases at Harbor Centre Marina.

RESOLVED: That the appropriate City officials are authorized to enter into a contract with Molo, Inc. for purchase and implementation of marina management software.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to draw funds from Account No. 231354-531100 (Marina Fund – Contracted Services) for expenses related to this contract.

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



molo

Molo Payment Authorization City of Sheboygan

Prepared By

Dan Cohen

Daniel.Cohen@Storable.com

(914) 417-7854

Prepared For

Nicholas Warminsky

Nick.Warminsky@sheboyganwi.gov

(920) 458-6665

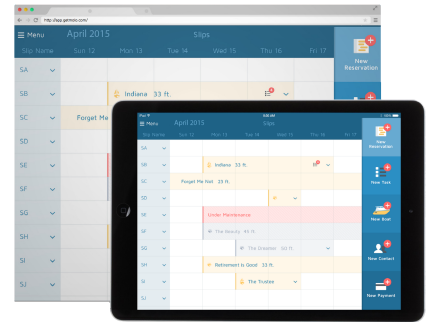
Solution Overview

Molo Marina Management

Molo provides a web and iPad app for managing your marina.

Some of the features include:

- Slip Reservations
- Online Slip Contracts
- Online Booking Through Your Website
- Reservation Confirmation Emails
- Point of Sale
- Invoicing and Accounting
- Credit Card and Bank Account Payments
- Real-Time Accounting Interface
- iPhone, iPad, and Android Marina Manager App



Molo Subscription Pricing

What Your Subscription Covers

Our annual subscription price covers everything we have to offer. The idea is to remove all the excess costs, fees, and ancillary charges normally associated with the software. Here is what is included:

- All Our Current Selected Features
- Unlimited Users
- Unlimited Devices
- Unlimited Transactions
- Dedicated Account Manager with Unlimited Support
- Free Upgrades

Annual Pricing Option

Item	Price	Quantity	Discount	Subtotal
Harbor Centre Marina				
Single Space Price for each single wet slip, mooring, dry rack, etc. per month.	\$30.00	240	\$0.00	\$7,200.00
Molo Map, Yearly The Molo Map allows you to see a birds-eye view of your marina helping you keep tabs on occupancy, arrivals, and departures. You can even do quick availability checks using just arrival, departure, and vessel dimensions to visually see which slips are available.	\$99.90	1	-\$99.90	\$0.00
Molo Messaging This covers the cost of a local phone number in your area code, unlimited users, unlimited conversations, and unlimited files. \$0.10 per text message and \$0.20 per multimedia message (photos and videos).	\$490.00	1	-\$490.00	\$0.00
Riverfront Marina				
Single Space Price for each single wet slip, mooring, dry rack, etc. per month.	\$30.00	101	\$0.00	\$3,030.00
Molo Map, Yearly The Molo Map allows you to see a birds-eye view of your marina helping you keep tabs on occupancy, arrivals, and departures. You can even do quick availability checks using just arrival, departure, and vessel dimensions to visually see which slips are available.	\$99.90	1	-\$99.90	\$0.00

Molo Messaging This covers the cost of a local phone number in your area code, unlimited users, unlimited conversations, and unlimited files. \$0.10 per text message and \$0.20 per multimedia message (photos and videos).	\$490.00	1	-\$490.00	\$0.00
Getting Started				
Onboarding & Implementation Set-up and Configuration, Training	\$1,000.00	1	-\$750.00	\$250.00

Total **\$10,480.00**

Notes on Molo Subscription Pricing

1. A monthly minimum of \$299 / month applies when subscribing on a monthly basis. This price covers either (i) marinas with up to 100 spaces or (ii) a single service department, but not both. In the event that both apply, your monthly minimum shall be \$598 / month. This minimum does not include accounting integration with Xero.
2. Monthly subscribers may cancel effective only after three subscription payments have been paid. There will be no refunds of subscription fees paid. Annual subscribers that opt to cancel during their 12 month term forfeit their subscription prepayment. There will be no refunds of POS Hardware purchased during either the monthly or annual subscription term.
3. An annual minimum of \$2,990 / year applies when paying a subscription on an annual basis. This price covers either (i) marinas with up to 100 spaces or (ii) a single service department, but not both. In the event that both apply, your monthly minimum shall be \$598 / year. This minimum does not include Xero.
4. Your price is based on the number of spaces and their dimensions that are built in Molo. When dimensions are used to calculate pricing, the "Maximum" dimension entered into Molo is utilized. If dimensions are increased or spaces added when paying yearly, you are charged for the prorated remaining portion of the year at the moment the slip dimensions or space counts are changed.
5. If dimensions are decreased or spaces removed during an annual contract, no refund is provided.
6. Pricing is calculated based on preliminary dock layouts provided during the quote process. As layouts change during implementation or at any point during the usage of Molo, subscription pricing will be adjusted to match. Amounts will be charged retroactively to the start of the subscription period if space counts are increased during the implementation period.
7. Annual billing renewal occurs automatically on each annual anniversary after this agreement is executed, unless 30 days prior written notice of termination is received. All subscriptions are subject to a 3% increase to each subscription service item. Upon renewal your pre-existing spaces and dimensions are utilized to calculate the yearly price unless they are removed by you from Molo prior to renewal.
8. All prices are in U.S. Dollars.
9. Billing for Molo starts the day the contract is executed and will continue for the term of this agreement.
10. Payment processing is subject to credit card processing and ACH processing fees which are separate from E-Transaction Center Fees.
11. Molo/Stellar endeavors to tailor its services to the unique aspects of each of its customer's operations, taking into account the size of operations, term of the agreement and other considerations that Molo/Stellar deems relevant. In connection therewith, while we endeavor

to accommodate customer feedback and requests, particularly with respect to custom development, we cannot guarantee the ability to implement any specific feedback outside the scope of our standard service offerings.

Notes on Service Module Pricing (Only applicable for businesses who use Molo Service Management.)

1. The Molo Service Module Pricing is only activated if the service tools are utilized. This includes **Job Templates, Estimates, and Work Orders.**

E-Transaction Center

The E-Transaction Center allows customers to pay invoices from their smartphone, tablet, or computer. For reservations, customers can even **sign their contract online** and pay a predefined deposit amount.

With one click you can send email invoices or statements to quickly chase down Accounts Receivable (AR).

E-Transaction Center fees apply only when a customer signs their contract online or pays an invoice using the **Pay Online Now** button in Molo emails.

Note: If you take payment face-to-face, via phone, with a stored card, or using our automatic charging feature, **you will never pay Molo any transaction fees** above and beyond normal payment (credit card and ACH) processing rates (which apply whether or not the E-Transaction Center is used)

In short, if you are taking the payment and doing the work independent of the E-Transaction Center, we don't charge any of the below E-Transaction Center fees.

Transaction Amount	Percent Fee
\$0 - 4,999	1.99%
\$5,000 - 9,999	1.49%
\$10,000 - 19,999	0.99%
\$20,000 and Up	0.49%

Billing is done by applying the percent to each transaction in its relevant bracket and summing those transaction fees. Fees are billed twice monthly from your payment method on file.

Molo Setup and Configuration

Molo offers a flexible setup and configuration options for each new marina customer.

Our implementation setup is \$1000 and includes:

1. Up to 75 seasonal or transient rates
2. Up to 750 inventory items
3. Professionally designed clickable map
4. Up to 1000 customer contact Records

We can provide a quote if an additional setup is necessary.

Recurring Payment Authorization

I, _____, as an authorized signor of the payment method used here within
for _____ authorize Molo, Inc. to charge my payment
method starting on the _____ for my usage of Molo, associated fees,
and hardware order detailed in this document.

This payment authorization is valid and to remain in effect unless an authorized representative of the above mentioned corporation notifies Molo of its cancellation by sending written notice or email to the contact information below.

Signature

Date

Email for Notification: billing@getmolo.com

Mailing Address for Notification:

Molo, Inc.
10900 Research Blvd Ste 160C PMB 3099
Austin, TX 78759

**CITY OF SHEBOYGAN
RESOLUTION 70-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Amendment to Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

AMENDMENT TO LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Ellwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan County YMCA

("YMCA")

Background

On September 21, 2021, the parties entered into a lease agreement ("Lease") in which the CITY leased certain premises within Ellwood H. May Environmental Park, a city park, to YMCA. Said Lease provided for an initial term commencing at on September 7, 2021 and ending on August 31, 2022, and provided for automatic renewal for twenty-five (25) additional one-year terms with the final term ending on June 15, 2047.

The Lease was renewed for the 2022-23 school year. It was renewed again for the 2023-24 school year, with an amendment to the lease agreement signed in 2023 which increased the annual rent to \$10,500 per year and modified the Lease terms to provide for later due dates for the semiannual payments (December 31 and June 30).

For 2024-25, the parties wish to add provisions dealing with late payments.

Terms

The parties agree that the Lease shall be amended such that Paragraph 7 therein reads as follows:

7. Subject to the provisions of this Lease, the rent for the Classrooms is \$10,500 per year, to be paid semiannually pursuant to a schedule agreed to via MOU by MPA and YMCA, but which provides for one payment no later than December 31 and one payment no later than June 30. Payments received more than thirty (30) days after the dates provided in this Paragraph shall include a monthly late fee of 2% of the total invoice amount. Payment shall be made to MPA.

IN WITNESS WHEREOF YMCA, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this _____ day of _____, 2024.

City of Sheboygan

Sheboygan County YMCA

Ryan Sorenson, Mayor

Donna Wendlandt, CEO

Meredith De Bruin, City Clerk

Jeremiah Dentz, Executive Director of Camp Y-Koda

Ellwood H. May Environmental Park Assoc.

Kendra Kelling, Director

Martha Steinbruecker, Board President

Authorized by the City of Sheboygan pursuant to Res. ____-24-25.

**CITY OF SHEBOYGAN
RESOLUTION 72-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Mueller Lawn Manicuring, LLC of Sheboygan for the removal and disposal of 227 trees located at Jaycee Quarryview Park in Sheboygan.

WHEREAS, the City desires to remove 227 primarily Ash trees from Jaycee Quarryview Park, which are unsafe due to infestation of Emerald Ash Borer, and has received an Urban Forestry Grant to fund the removal from the State of Wisconsin Department of Natural Resources; and

WHEREAS, the City issued Request for Bids # 2059-24 specifying the requirements for the removal of the trees: and

WHEREAS, the City received a total of five bids for the project from vendors having the proper qualifications to perform the work and following a review of the bids staff has determined that the lowest bid submitted meets or exceeds all of the requirements.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into Contract with Mueller Lawn Manicuring, LLC of Sheboygan for the removal of 227 trees located in Jaycee Quarryview Park, including lawful disposal and restoration in accordance with the specifications, in the amount of \$34,237.50.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$34,237.50 from Account No. 400300-641150 (Capital Projects-Public Works-Improvements Other Than Buildings) for the purchase.

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

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN
AND
MUELLER LAWN MANICURING, LLC
FOR THE REMOVAL OF TREES LOCATED WITHIN JAYCEE QUARRYVIEW PARK
IN THE CITY OF SHEBOYGAN**

This Agreement (“Agreement”) is made and entered into effective this ____ day of _____, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, with principal offices located at 828 Center Ave., Sheboygan, Wisconsin 53081, and Mueller Lawn Manicuring, LLC a Wisconsin limited liability corporation located at 714 North Ave, Sheboygan, WI 53083 (“Contractor”).

WITNESSETH:

WHEREAS, the City desires to have removed from Jaycee Quarryview Park 227 trees, primarily Ash, which are either dead or dying as a result of the Emerald Ash Borer scourge; and

WHEREAS, the City issued Request for Bids # 2059-24 to obtain bids from qualified providers of Tree Removal Services (“Services”); and

WHEREAS, upon review, the City has determined that Contractor’s bid is the lowest responsive and responsible bid for the Services; and

WHEREAS, Contractor desires to provide the City with the necessary services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the Services as set forth in Exhibit 1, and shall dispose of all materials generated in the provision of Services in a lawful manner (the “Disposal”). Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees for City of Sheboygan projects.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The public park land impacted by the project shall remain open to use by the public with possible short-term closures of certain areas to accommodate the safe removal of the trees.

For the avoidance of doubt, the scope of services to be provided includes:

- Provision of all permits, licensing, insurance and bonding necessary for the project.
- Complete removal and disposal of 227 trees, including logs and branches with the stumps cut to a level of not more than three inches above ground height. Such trees have or will be marked by the City Forester or otherwise communicated to Contractor.
- The proper handling of all materials generated during the removal process, which may include logs, tops and brush as detailed in the Request for Bids.
- The removal and lawful disposal of all materials. The regulations governing this handling can be found in the Request for Proposals.
- The removal and disposal of various trees on the property including logs, tops and brush and the associated restoration following removal.
- Property restoration of areas disturbed by the Services including filling of ruts or holes, smoothing, grading, etc. Returning the disturbed areas and work sites to substantially similar condition as prior to the work.

Article 2. Standard of Care

Contractor shall be responsible for completing the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates Timothy Bull, City Forester, as the City's Representative for purposes of this Agreement. If the City's Representative deems it appropriate, the City's Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representative or designee observes any work performed by the Contractor to not be in conformity with the Agreement, the City's Representative(s) will report that to the Contractor. The City's Representative(s) will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$ 34,237.50 (“Contract Amount”). Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of invoice receipt. Contractor shall submit an invoice to the City on a monthly basis that is based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer
 City of Sheboygan
 828 Center Ave.
 Sheboygan, Wisconsin 53081

Contractor shall be required to file lien waivers (if applicable) from all suppliers and subcontractors with the City prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional or modified services not set forth in Article 1 must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or his/her employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Contractor shall, within ten (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City's Representative. No work may occur on weekends or holidays without prior approval from the City's Representative.

Contractor shall complete the services within 100 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). Due primarily to manufacturer lead time for materials, the City's Representative shall have the authority to consent

to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline (December 11, 2024) or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Article 9. Quality of Materials

All material used shall be cleaned and appropriate for such use. Fill materials shall not include hazardous materials or materials that reasonably could be expected to negatively impact recreational or Maintenance activities at the Property. Equipment used in the performance of Services shall be appropriate for the activities undertaken therewith.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever. Further, the City shall not be responsible to any damage to the work in process or any materials or equipment associated with the work.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.

- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City, including its officials, agents, and employees, harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-

contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.
- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. 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 held to be 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.

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of

compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. § 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:

Contractor:

City Clerk	Mueller Lawn Manicuring, LLC
City of Sheboygan	Ryan Mueller, Owner
828 Center Ave.	714 North Ave.
Sheboygan, Wisconsin 53081	Sheboygan, WI 53083

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments and Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set for Request for Bids 2059-24
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor
7. The Performance and Payment Bonds
8. Federal Terms and Conditions Addendum

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to

this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.

3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. **Authority.** Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
6. **Intent of Contract Documents.**
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

Article 33. Incorporation of Required Clauses and Conditions

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

Article 34: Exhibits

The following Exhibits are attached hereto and made part of this agreement:

Exhibit # 1 Request for Bids # 2059-24

Exhibit # 2 Bid submission by Contractor including Bid Security

Exhibit # 3 Performance and Payment Bonds

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

MUELLER LAWN MANICURING, LLC

BY: _____
Ryan Sorenson, Mayor

BY: _____
Ryan Mueller, Sole Owner

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

**CITY OF SHEBOYGAN
RESOLUTION 74-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

SEPTEMBER 3, 2024.

A RESOLUTION designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (WI DNR) Urban Forestry Grants for calendar year 2025 and directing him to submit an Urban Forestry Grant Application.

WHEREAS, pursuant to Wis. Stat. § 23.097(1g), the WI DNR may award grants to cities for up to 50% of the cost of tree management plans, tree inventories, brush residue projects, the development of tree management ordinances, tree disease evaluations, public education concerning trees in urban areas, and other tree projects; and

WHEREAS, pursuant to Wis. Stat. § 23.097(1r), the WI DNR may award grants to cities for the costs of removing, saving, and replacing trees that are damaged by catastrophic storm events in urban areas; and

WHEREAS, in order to be eligible, the City must annually submit a resolution identifying the Authorized Representative for WI DNR grant purposes who is an office, officer, or employee given authority to act on the applicant's behalf to (1) sign and submit a grant application; (2) sign a grant agreement between the City and WI DNR; (3) submit interim and final reports to the WI DNR to satisfy the grant agreement; (4) submit grant reimbursement requests to the WI DNR; and (5) sign and submit any other required documentation regarding the grant; and

WHEREAS, City staff desires to apply for an Urban Forestry Grant for calendar year 2025, the maximum amount of which is \$25,000, and which would require a \$25,000 match from the City; and

WHEREAS, in-kind labor, services, and donations may be used to contribute toward the City's share of the match amount; and

WHEREAS, it is anticipated that there will be sufficient funds in the 2025 budget for the City's share of the matching costs.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council designates the City Forester as the Authorized Representative for the urban forestry grant purposes identified herein and directs the City Forester to submit an urban forestry grant application(s) to the WI DNR for the 2025 calendar year.

BE IT FURTHER RESOLVED: That if the grant application is approved, and the Common Council has appropriated the necessary funding, the Finance Director may draw up to \$50,000 from Account No. 101695-641150 (General Fund – Forestry – Contracted Services) and Account No. 101695-641150 (General Fund – Forestry – Trees/Forestry) to make the initial payments so that the Authorized Representative may seek reimbursement from WI DNR.

BE IT FURTHER RESOLVED: That if the grant application is awarded by WI DNR, the Authorized Representative is permitted to execute the grant agreement upon approval by the City Attorney and City Administrator.

BE IT FURTHER RESOLVED: That if all or part of the City is damaged by a catastrophic storm event such that WI DNR awards grants for the costs of removing, saving, and replacing trees that were damaged during the event, the Authorized Representative may submit a grant application therefor.

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
R. C. 87-24-25**

BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.

SEPTEMBER 3, 2024.

Your Committee to whom was referred Res. No. 62-24-25 by Alderpersons Rust and La Fave authorizing the Fire Chief to accept and expend funds received from the U.S. Department of Homeland Security – Federal Emergency Management Agency (“FEMA”) in the amount of \$361,739.89 from the Assistance to Firefighters Grants (AFG) program to purchase six Cardiac Monitors; recommends amending the Resolution so as to provide 7 monitors and increase and decrease the funding as follows:

INCREASE:

Capital Fund – Public Safety – Other Operating Equipment (Acct. No. 400200-651700)
\$397,913.88

Capital Fund - Federal Other Grants (Acct. 400-433000) \$361,739.89

Capital Fund - Property Tax Levy (Acct. No. 400-411100) \$36,173.99

DECREASE:

General Fund – Fire & EMS - Full-Time Regular Salaries (Acct. No. 101220-510110)
\$36,173.99

General Fund - Property Tax Levy (Acct. No. 101-411100) \$36,173.99.

Committee:

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 62-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

AUGUST 19, 2024.

A RESOLUTION authorizing the Fire Chief to accept and expend funds received from the U.S. Department of Homeland Security – Federal Emergency Management Agency (“FEMA”) in the amount of \$361,739.89 from the Assistance to Firefighters Grants (AFG) program to purchase six Cardiac Monitors.

WHEREAS, FEMA through its AFG Program provides funds to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards; and

WHEREAS, the Sheboygan Fire Department has been awarded an AFG grant of \$361,739.89 to support the Sheboygan Fire Department; and

WHEREAS, in order to accept the grant, the City must commit to spending 10% of the grant amount, or \$36,173.99, on approved expenditures; and

WHEREAS, the 10% match would be met within the current Fire Department budget using funds from Account No. 101220.510110 (General Fund – Fire & EMS – Full-time Regular Salaries); and

WHEREAS, the Sheboygan Fire Department desires to use the grant and City-matching funds, totaling \$361,739.89, to purchase cardiac monitors and seven years of equipment service; and

WHEREAS, these intended expenditures have been approved by FEMA.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign all documents necessary for the acceptance, administration, and expenditure of the grant described in this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized to pay associated invoices with the salary savings from vacancies in the Fire Department via the following 2024 budget amendment:

INCREASE:

Capital Fund – Public Safety – Other Operating Equipment (Acct. No. 400200-651700)	\$361,739.89
Capital Fund – Federal Other Grants (Acct. 400-433000)	\$326,639.89
Capital Fund – Property Tax Levy (Acct. No. 400-411100)	\$ 36,100.00

DECREASE:

General Fund – Fire & EMS - Full-Time Regular Salaries (Acct. No. 101220-510110)	\$ 36,100.00
General Fund – Property Tax Levy (Acct. No. 101-411100)	\$ 36,100.00

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

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/06/2024

Jeffrey Salzman
CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN, WI 53081

EMW-2023-FG-07771



Dear Jeffrey Salzman,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$361,739.89 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$36,173.99 for a total approved budget of \$397,913.88. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads 'P. Williams'.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: CITY OF SHEBOYGAN

UEI-EFT: JJ7BCGBDMBN5

DUNS number: 076144153

Award number: EMW-2023-FG-07771

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$310,113.44
Supplies	\$0.00
Contractual	\$82,266.80
Construction	\$0.00
Other	\$5,533.64
Indirect charges	\$0.00
Federal	\$361,739.89
Non-federal	\$36,173.99
Total	\$397,913.88
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Equipment

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
LIFEPAK 15 Carry case pouch top - needed for monitors				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$80.00	\$560.00	Equipment

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
NIBP Cuff Adult - BP cuff needed for monitors				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$47.00	\$329.00	Equipment

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
LP 15 Lithium-ion Battery 5.7 amp hrs - batteries needed for the monitors				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	14	\$478.86	\$6,704.04	Equipment

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
NIBP Cuff XLarge				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$49.01	\$343.07	Equipment

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
NIBP Cuff Infant - BP cuff needed for monitors				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$30.00	\$210.00	Equipment

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
KORE Stryker data plan for modem				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$512.00	\$3,584.00	Contractual

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
Extension Cable (5ft 3in) - 12-lead cable needed for monitors				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$309.37	\$2,165.59	Equipment

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
AC Power Cord - power cord needed for monitors				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$82.70	\$578.90	Equipment

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
LNCS-II Rainbow DCI 8 - CO cable needed for monitors				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$859.00	\$6,013.00	Equipment

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
LP15 AC Power Adapter - power adapter needed for monitors				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$1,720.42	\$12,042.94	Equipment

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
NIBP Cuff Child - BP cuff needed for monitors				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$34.00	\$238.00	Equipment

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
LIFEPK-FLD-PROCARE - service plan - 5 years				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$11,240.40	\$78,682.80	Contractual

Monitor/Defibrillator - 15 leads

DESCRIPTION

LIFEPAK 15 NIBP Straight Hose, 6' - blood pressure hose needed for monitor

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$95.00	\$665.00	Equipment

Monitor/Defibrillator - 15 leads

DESCRIPTION

LIFEPAK 15 V4 Monitor/Defib

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$37,691.25	\$263,838.75	Equipment

Monitor/Defibrillator - 15 leads

DESCRIPTION

LIFEPAK 15 Shoulder Strap - needed for monitors

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$54.00	\$378.00	Equipment

Monitor/Defibrillator - 15 leads

DESCRIPTION

45 Modem - used to transmit patient information to receiving hospital during transport

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$1,546.00	\$10,822.00	Equipment

Monitor/Defibrillator - 15 leads

DESCRIPTION

Freight/Shipping

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$5,533.64	\$5,533.64	Other

Monitor/Defibrillator - 15 leads

DESCRIPTION

EMS RD Rainbow SET MD20-04' - SPO2 cable needed for monitor

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$336.00	\$2,352.00	Equipment

Monitor/Defibrillator - 15 leads

DESCRIPTION

LIFEPAK 15 Carry Case back pouch - needed for monitors

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$83.72	\$586.04	Equipment

Monitor/Defibrillator - 15 leads				
DESCRIPTION				
LIFEPAK 15 Basic carry case - carry case needed for monitors				
	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	7	\$326.73	\$2,287.11	Equipment

Agreement Articles

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: CITY OF SHEBOYGAN

UEI-EFT: JJ7BCGBDMBN5

DUNS number: 076144153

Award number: EMW-2023-FG-07771

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Article 1 Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications

I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

Article 2 General Acknowledgements and Assurances

Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance. V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. DHS Civil Rights Evaluation Tool | Homeland Security. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

<p>Article 3</p>	<p>Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.</p>
<p>Article 4</p>	<p>Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.</p>
<p>Article 5</p>	<p>Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.</p>
<p>Article 6</p>	<p>Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.</p>
<p>Article 7</p>	<p>Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.</p>
<p>Article 8</p>	<p>Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.</p>

Article 9**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) —be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10**Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

Article 11**Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article 12**Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

Article 13**Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

<p>Article 14</p>	<p>Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.</p>
<p>Article 15</p>	<p>E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.</p>
<p>Article 16</p>	<p>Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p>
<p>Article 17</p>	<p>False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)</p>
<p>Article 18</p>	<p>Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)</p>
<p>Article 19</p>	<p>Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.</p>

Article 20 Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: [Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list](https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article 21 Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

Article 22 John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article 23 Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article 24 Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

Article 25 National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article 26 Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article 27 Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

Article 28 Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 29 Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

Article 30 Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 31 Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article 32 Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

Article 33 Reporting Subawards and Executive Compensation

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 34 Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. Definitions The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 35	<p>SAFECOM</p> <p>Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.</p>
Article 36	<p>Terrorist Financing</p> <p>Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.</p>
Article 37	<p>Trafficking Victims Protection Act of 2000 (TVPA)</p> <p>Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.</p>
Article 38	<p>Universal Identifier and System of Award Management</p> <p>Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.</p>
Article 39	<p>USA PATRIOT Act of 2001</p> <p>Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.</p>
Article 40	<p>Use of DHS Seal, Logo and Flags</p> <p>Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.</p>
Article 41	<p>Whistleblower Protection Act</p> <p>Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.</p>

Article 42 Environmental Planning and Historic Preservation (EHP) Review
 DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website at: <https://www.fema.gov/grants/guidance-tools/environmental-historic>. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 43 Applicability of DHS Standard Terms and Conditions to Tribes
 The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 44 Acceptance of Post Award Changes
 In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please call FEMA Grant Management Operations at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article 45 Disposition of Equipment Acquired Under the Federal Award
For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article 46 Prior Approval for Modification of Approved Budget
Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 47 Indirect Cost Rate
2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 48 Award Performance Goals
FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Obligating document

1. Agreement No. EMW-2023-FG-07771	2. Amendment No. N/A	3. Recipient No. 396005599	4. Type of Action AWARD	5. Control No. WX03513N2024T		
6. Recipient Name and Address CITY OF SHEBOYGAN 828 CENTER AVE STE 205 SHEBOYGAN, WI 53081		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Jeffrey Salzman		9a. Phone No. 9204593975	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/06/2024	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/13/2024 to 08/12/2026 Budget Period 08/13/2024 to 08/12/2026		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FG	97.044	2024-F3-GB01 - P410-xxxx-4101-D	\$0.00	\$361,739.89	\$361,739.89	\$36,173.99
Totals			\$0.00	\$361,739.89	\$361,739.89	\$36,173.99
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
PAMELA WILLIAMS, Assistant Administrator, Grant Programs	08/06/2024

**CITY OF SHEBOYGAN
R. C. 91-24-25**

BY PUBLIC WORKS COMMITTEE.

SEPTEMBER 3, 2024.

Your Committee to whom was referred Res. No. 61-24-25 by Alderpersons Dekker and Ramey authorizing the appropriate City officials to enter into contract for the demolition of the former Sheboygan County Highway Department structure and related site improvements so as to prepare the site for construction of a new Fire Department Headquarters Facility; recommends adopting the Resolution.

Committee:

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 61-24-25**

BY ALDERPERSONS DEKKER AND RAMEY.

AUGUST 19, 2024.

A RESOLUTION authorizing the appropriate City officials to enter into contract for the demolition of the former Sheboygan County Highway Department structure and related site improvements so as to prepare the site for construction of a new Fire Department Headquarters Facility.

WHEREAS, the City of Sheboygan purchased 1211 N. 23rd Street, formerly utilized by the Sheboygan County Highway Department, earlier this year with intentions to clear the site for construction of a new Sheboygan Fire Department Headquarters Facility; and

WHEREAS, the City issued a request for bids from contractors engaged and familiar with the demolition of heavy commercial structures; and

WHEREAS, City staff has reviewed the six submitted bids and determined that the contractor submitting the lowest responsive bid, Guelig Waste and Demolition, LLC, has the necessary experience and qualifications to complete the work in a timely, safe, and efficient manner.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Guelig Waste and Demolition, LLC, of Eden, Wisconsin in the amount of \$141,622.00.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$ 141,622.00 from Account No. 400200-621100 (Capital Projects Public Safety - Land) for the expense in order to clear the property for construction of the station.

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

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN
AND
GUELG WASTE AND DEMOLITION, LLC
FOR THE DEMOLITION OF STRUCTURES AND ASSOCIATED SITE RESTORATION
LOCATED AT 1211 N. 23rd STREET, SHEBOYGAN, WI 53081**

This Agreement (“Agreement”) is made and entered into effective this ___th day of _____, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, with principal offices located at 828 Center Ave., Sheboygan, Wisconsin 53081, and Guelig Waste and Demolition, LLC, a Wisconsin limited liability corporation located at N4456 U.S. Highway 45, Eden, Wisconsin 53019 (“Contractor”).

WITNESSETH:

WHEREAS, the City owns the buildings and real property located at 1211 North 23rd Street, Sheboygan (formerly known as The Sheboygan County Highway Department); and

WHEREAS, the City desires to raze the primary building, including the below-grade basements, and certain ancillary structures located in the rear yard in order to clear and prepare the site for new construction; and

WHEREAS, the City issued Request for Bids # 2055-24 to obtain bids from qualified providers of demolition and site restoration services (“Services”); and

WHEREAS, upon review, the City has determined that Contractor’s bid is the lowest responsive and responsible bid for the Services; and

WHEREAS, Contractor desires to provide the City with the necessary services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the Services as set forth in Exhibit 1, and shall dispose of all materials generated in the provision of Services in a lawful manner (the “Disposal”). Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work. The City of Sheboygan does not waive permitting fees for City of Sheboygan projects.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City's Representative. The public right-of-way impacted by the project shall remain open to traffic during the project with possible parking lane closures to accommodate replacement of concrete curb and gutter.

For the avoidance of doubt, the scope of services to be provided includes:

- Provision of all permits, licensing, insurance and bonding necessary for the project.
- Complete demolition and disposal of the primary structure encompassing approximately 53,000 square feet including all foundations, basement walls and floors, and any remaining property, furnishings, equipment, and machinery.
- The proper placement of erosion controls and inlet protections to ensure that stray materials do not impact the proper flow or drainage of stormwater in City-owned catch basins as well as the retention pond located east of the property.
- The placement of a "tracking pad" if determined to be necessary.
- The proper handling of all materials generated during the demolition process, which may include on-site crushing of cementitious materials in accordance with all existing regulations as detailed in the Request for Bids.
- If onsite crushing of materials is undertaken, adequate dust and noise controls shall be provided.
- The removal and lawful disposal of all materials identified to contain asbestos and/or lead in a licensed landfill. The regulations governing this handling can be found in the Request For Proposals.
- The removal and lawful disposal of all concrete paving, asphaltic paving, and various concrete structures in the yard east of the building including but not limited to concrete foundations, abutments, barrier walls, and loading docks.
- The removal and lawful disposal of all materials and equipment such as fluorescent tubes, thermostats, oils, lubricants, and chemicals as called out in the Northstar Environmental Testing Report that was included with the Request for Bids and is attached for reference to this document.
- The removal and disposal of various trees, shrubs and plantings on the property including stumps, roots, and the associated restoration following removal.
- The proper disconnection of storm sewers, sanitary sewers, and water service laterals inside the property line on the east side of North 23rd Street.
- Furnishing and proper compaction of materials necessary to infill basements and depressions from their base to the level of existing grades on the site to assure that future structures may be constructed on sound soils to the satisfaction of the City's third-party engineering firm.
- Final grading or smoothing of the site to prevent standing water.
- The complete removal of two large driveway approaches and replacement of concrete curb and gutter to the satisfaction of the City Engineer.

- Upon completion of the work, the City expects to have a site devoid of any and all improvements with the exception of the 12,000 square foot auxiliary storage building. The site will be free of all materials and will be levelled to prevent standing water.

Article 2. Standard of Care

Contractor shall be responsible for completing the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City’s Representative shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City’s Representative shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City’s Representative

The City designates Bernard Rammer, Purchasing Agent, as the City’s Representative for purposes of this Agreement. If the City’s Representative deems it appropriate, the City’s Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City’s Representative or Engineer observes any work performed by the Contractor to not be in conformity with the Agreement, the City’s Representative(s) will report that to the Contractor. The City’s Representative(s) will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed \$ 141,622.00 (“Contract Amount”). Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of invoice receipt. Contractor shall submit an invoice to the City on a monthly basis that is based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Contractor shall be required to file lien waivers from all suppliers and subcontractors with the City prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver

and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional or modified services not set forth in Article 1 must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.
- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Contractor shall, within ten (10) days of the execution of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond. Failure by Contractor to make necessary payments to suppliers or subcontractors may result in forfeiture of Contractor's Payment Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City's Representative. No work may occur on weekends or holidays without prior approval from the City's Representative.

Contractor shall complete the services within 120 calendar days of commencement, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). Due primarily to manufacturer lead time for materials, the City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Article 9. Quality of Materials

All material used shall be clean and appropriate for such use. Fill materials shall not include hazardous materials or materials that reasonably could be expected to negatively impact construction activities at the Property. Equipment used in the performance of Services shall be appropriate for the activities undertaken therewith.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever. Further, the City shall not be responsible to any damage to the work in process or any materials or equipment associated with the work.

Article 11. Open Records

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the

cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City, including its officials, agents, and employees, harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or subcontractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

- a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require

any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

- b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least \$2,000,000 per occurrence and \$2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. 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 held to be 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.

Article 21. Assignment

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 22. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 23. Governing Law and Venue

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 25. Compliance with Laws

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. § 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:**Contractor:**

City Clerk	Mr. Bob Guelig
City of Sheboygan	Guelig Waste & Demolition
828 Center Ave.	N4456 U.S Highway 45
Sheboygan, Wisconsin 53083	Eden, WI 53019

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments and Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set for Request for Bids 2005-21
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor
7. The Performance and Payment Bonds

8. Federal Terms and Conditions Addendum

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Other Provisions

1. **Material Safety Data Sheet.** If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. **Advertising and News Releases.** Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City’s Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City’s Representative.
3. **Foreign Corporation.** A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. **Guaranteed Delivery.** Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in

excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

- 5. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
- 6. Intent of Contract Documents.
 - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
 - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

Article 33. Incorporation of Required Clauses and Conditions

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

Article 34: Exhibits

The following Exhibits are attached hereto and made part of this agreement:

- Exhibit # 1 Northstar Environmental Testing Report
- Exhibit # 2 Request for Bids # 2055-24 Demolition and Addendum # 1 and 2
- Exhibit # 3 Bid submission by Contractor including Bid Security
- Exhibit # 4 Performance and Payment Bonds

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

CONTRACTOR

BY: _____
Ryan Sorenson, Mayor

BY: _____
Robert Guelig, Owner

ATTEST: _____
Meredith DeBruin, City Clerk

ATTEST: _____

DATE: _____

DATE: _____

**CITY OF SHEBOYGAN
R. C. 93-24-25**

BY FINANCE AND PERSONNEL COMMITTEE.

SEPTEMBER 3, 2024.

Your Committee to whom was referred Direct Referral Res. No. 63-24-25 by Alderpersons Mitchell and Perrella authorizing the issuance of a refund for excess property tax payable to JL French/Nemak related to 2021 real estate tax for Parcel No. 59281479013; recommends adopting the Resolution.

Committee:

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 63-24-25
TO FINANCE AND PERSONNEL COMMITTEE**

BY ALDERPERSONS MITCHELL AND PERELLA.

AUGUST 26, 2024.

A RESOLUTION authorizing the issuance of a refund for excess property tax payable to JL French/Nemak related to 2021 real estate tax for Parcel No. 59281479013.

WHEREAS, the State of Wisconsin – Department of Revenue executed a settlement agreement under the jurisdiction of the Wisconsin Tax Appeals Commission related to the assessed value of Parcel No. 59281479013 resulting in a tax overpayment by JL French/Nemak in 2021 of \$4,141.24; and

WHEREAS, Wis. Stat. § 74.33 directs the excess property tax payment be refunded in the event of palpable errors; and

WHEREAS, a chargeback request has been filed with the State of Wisconsin which if approved would allow the City of Sheboygan to receive a portion of the funds back from the other taxing jurisdictions pursuant to Wis. Stat. § 74.41.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized and directed to rescind 2021 real estate taxes in the amount of \$4,141.24 for Parcel No. 59281479013 and refund the parcel owner, JL French/Nemak, the rescinded amount from the General Fund – Tax Roll Adjustment Account (Account No. 101150-580250).

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
GENERAL ORDINANCE 16-24-25**

BY ALDERPERSONS BELANGER AND RAMEY.

SEPTEMBER 3, 2024.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1202 N. 31st Street from Class Suburban Office (SO) to Class Urban Residential (UR-12) Classification.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT Chapter 105 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby *amended* as follows:

The Official Zoning Map of the City of Sheboygan thereof and Use District Classification of the following described lands from Class Suburban Office (SO) to Class Urban Residential (UR-12) Classification:

Property located at 1202 N. 31st Street – Parcel No. 59281213130:

SMITH GARDENS THE E 140’ OF LOT 6, THE N 50’ OF LOTS 9 & 10, & THE E 4’ OF THE N 50’ OF LOT 8 BLK 5 EXCEPT THE E 5’ OF THE AFORE DESCRIBED

SECTION 2: REPEALER CLAUSE All ordinances, resolutions, or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

_____.

Presiding Officer

Attest

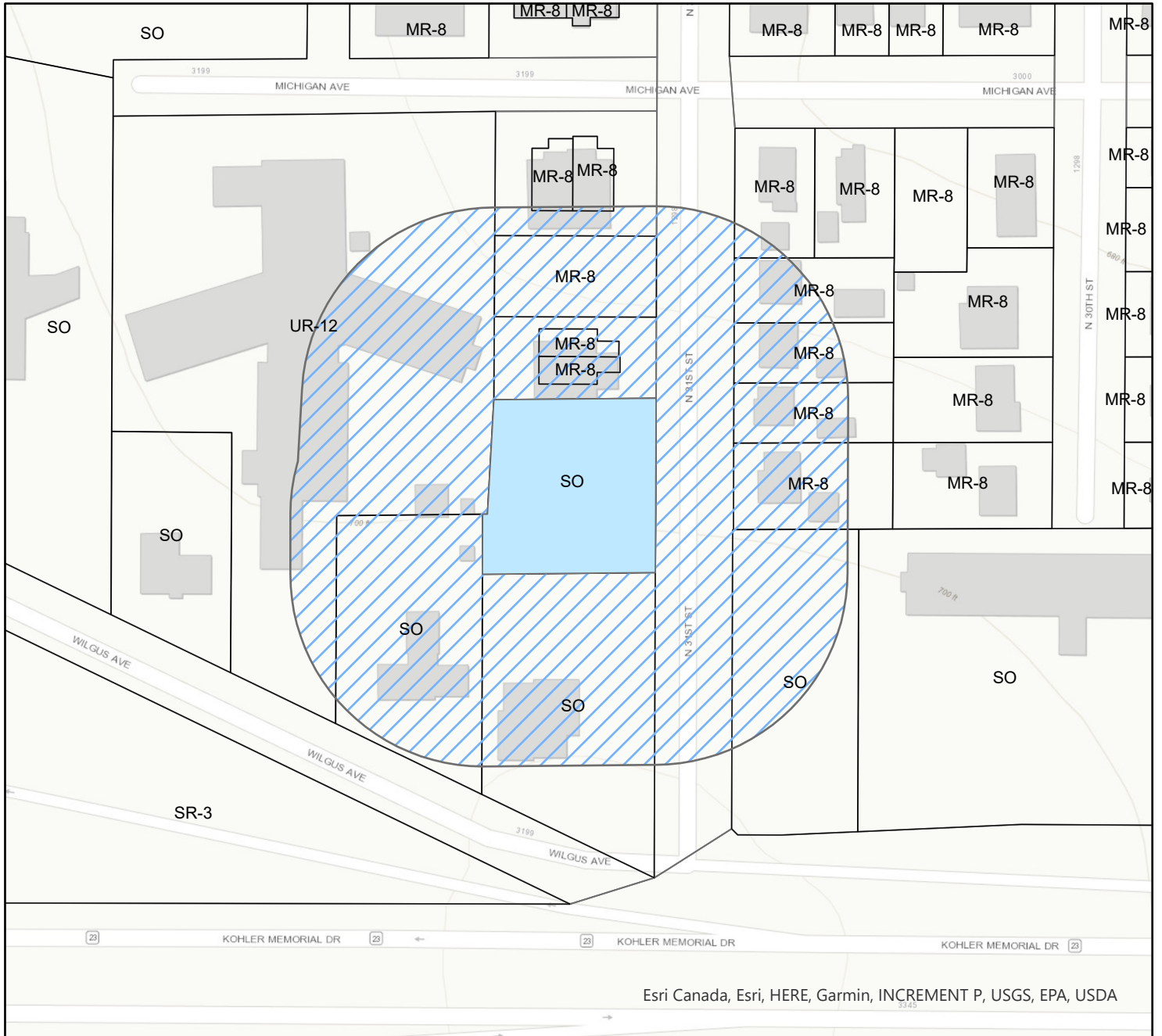
Ryan Sorenson, Mayor, City of Sheboygan

Meredith DeBruin, City Clerk, City of Sheboygan

PROPOSED REZONE FROM SUBURBAN OFFICE (SO) TO URBAN RESIDENTIAL (UR-12)

SMITH GARDENS THE E 140' OF LOT 6, THE N 50' OF LOTS 9 & 10, & THE E 4' OF
THE N 50' OF LOT 8 BLK 5 EXCEPT THE E 5' OF THE AFORE DESCRIBED

Parcel # 59281213130



Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

**CITY OF SHEBOYGAN
ORDINANCE 17-24-25**

BY ALDERPERSONS RUST AND LA FAVE.

SEPTEMBER 3, 2024.

AN ORDINANCE amending various sections of the Sheboygan Municipal Code so as to improve clarity and interpretation.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

SECTION 1: AMENDMENT “Sec 1-12 Repeal” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 1-12 ~~Repeal~~Conflict of Provisions

~~All sections, articles, chapters or other provisions of this Code desired to be repealed should be specifically repealed by section number, article number, chapter number or other number, as the case may be. If the provisions of different chapters of this Code conflict with, or contravene each other, the provisions of each individual chapter shall control as to all issues and questions arising out of the events and persons intended to be governed by that chapter. If the provisions of different sections of the same chapter conflict with each other, the provision that is more specific in its application to the events or persons raising the conflict shall control over the more general provision. To the extent that the provisions of this Code conflict with Wisconsin Statutes or federal regulations, said statutes and regulations shall control.~~

(Code 1975, § 2-99; Code 1997, § 1-22)

SECTION 2: AMENDMENT “Sec 1-13 Effect Of Repeals” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 1-13 ~~Effect Of~~ Repeals

- (a) All sections, articles, chapters or other provisions of this Code desired to be repealed should be specifically repealed by section number, article number, chapter number or other number, as the case may be.

- (b) No ordinance or part of any ordinance repealed by a subsequent act of the common council is revived or affected by the repeal of the repealing act.
- (c) The repeal of the whole or part of an ordinance shall not remit, defeat or impair any civil liability for offenses committed, penalties or forfeitures incurred or rights of action accrued under such ordinance before the repeal thereof, whether or not in course of prosecution or action at the time of such repeal; but all such offenses, penalties, forfeitures and rights of action created by or founded on such ordinance, liability wherefor shall have been incurred before the time of such repeal thereof, shall be preserved and remain in force notwithstanding such repeal, unless specially and expressly remitted, abrogated or done away with by the repealing ordinance.

(Code 1975, § 1-16; Code 1997, § 1-23)

SECTION 3: **AMENDMENT** “Sec 2-799 Duty To Maintain Records” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 2-799 Duty To Maintain Records

- (a) Except as provided under section 2-804, each officer and city employee shall safely keep and preserve all records received from their predecessor or other persons and required by law to be filed, deposited or kept in their office or which are in the lawful possession or control of the officer or employee or the officer or employee's deputies or to the possession or control of which they may be lawfully entitled as such officers or employees.
- (b) Upon the expiration of an officer's term of office or an employee's term of employment or whenever the office or position of employment becomes vacant, each such officer or employee shall deliver to the officer or employee's successor all records then in the officer or employee's custody, and the successor shall deliver to the officer or employee's successor all records then in the officer or employee's custody and the successor shall receipt therefor to the officer or employee, who shall file the receipt with the city clerk. If a vacancy occurs before a successor is selected or qualifies, such records shall be delivered to and receipted for by the clerk, on behalf of the successor, to be delivered to such successor upon the latter's receipt.
- (c) Whenever in this Code any standard code, rule, regulation, statute, or other written or printed matter is adopted by reference, it shall be deemed incorporated in this Code as if fully set forth herein and the city clerk shall maintain in their office a copy of any such material as adopted and as amended from time to time. Materials on file at the city clerk's office shall be considered public records open to reasonable examination by any person during the office hours of the city clerk, subject to such restrictions on examination as the city clerk imposes for the preservation of the material.

(Code 1975, § 32.5-2; Code 1997, § 2-837)

SECTION 4: **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5: **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

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