



# **\*\*\*AMENDED\*\*\*TENTH REGULAR COMMON COUNCIL MEETING AGENDA**

**August 21, 2023 at 6:00 PM**

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

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"None of us is as smart as all of us" - Ken Blanchard

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

Notice of the 10th Regular Meeting of the 2023-2024 Common Council at 6:00 PM, MONDAY, August 21, 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**

Aldersperson Filicky-Peneski may attend meeting remotely.

**2. Pledge of Allegiance**

**3. Approval of Minutes**

*Ninth Regular Council Meeting held on August 7, 2023*

**4. Resignations**

*Dane Schaefer from the Mayor's International Committee  
Libby Olbrantz from the Mayor's International Committee*

**5. Mayoral Appointments**

*Kara Ottum to the Mayor's International Committee  
Matt Wierzbach to the Historic Preservation Commission*

**6. Confirmation of Mayoral Appointment**

*Diane McGinnis-Casey to the position of Director of Planning and Development*

**7. Confirmation of Mayoral Appointment**

*Samuel Melei to the position of Municipal Court Judge*

**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. O. No. 35-23-24 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.
- [12.](#) R. C. No. 61-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 2-23-24 by City Clerk submitting a claim from Torke Coffee Co., Inc. for alleged damages to a vehicle when it was hit by a City garbage truck; recommends filing the claim.
- [13.](#) R. C. No. 62-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 129-22-23 by City Clerk submitting a claim from Yang Pao Chang for alleged damages to driveway and sidewalk due to a broken water main; recommends filing the claim.
- [14.](#) R. C. No. 63-23-24 by Finance and Personnel Committee to whom was referred Res. No. 33-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the City Attorney's Office to settle the matter of *Cristy Murray v. City of Sheboygan and Mark A. Polich*, Case No. 23SE577; recommends adopting the Resolution.
- [15.](#) R. C. No. 64-23-24 by Finance and Personnel Committee to whom was referred Res. No. 34-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an agreement with HeyGov, Inc., to implement forms, licenses, and applications software for the Departments of Public Works and City Clerk; recommends adopting the Resolution.
- [16.](#) R. C. No. 65-23-24 by Finance and Personnel Committee to whom was referred Res. No. 39-23-24 by Alderpersons Mitchell and Filicky-Peneski transferring budgeted funds so as to pay for additional cybersecurity products provided by ACP CreativIT, LLC d/b/a Camera Corner Connecting Point and obligating American Rescue Plan Act (ARPA) funds to pay for the associated costs; recommends adopting the Resolution.
- [17.](#) R. C. No. 67-23-24 by Public Works Committee to whom was referred Res. No. 37-23-24 by Alderpersons Dekker and Rust authorizing the donation of a snowmobile and G-2 groomer to the Northern Kettle Moraine Nordic Ski Club; recommends adopting the Resolution.
- [18.](#) R. C. No. 69-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred DIRECT REFERRAL R. O. No. 34-23-24 by City Clerk submitting a license application from The Silver Fern (#2207) for an extension of premises; recommends granting the application contingent on obtaining a Street Festival permit.
- [19.](#) R. C. No. 70-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 33-23-24 by City Clerk submitting various license applications; recommends granting all applications.
- [20.](#) R. C. No. 71-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 35-23-24 by Alderpersons Salazar and Felde authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2023 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County; recommends adopting the Resolution.

## REPORT OF OFFICERS

- [21.](#) R. O. No. 36-23-24 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

## RESOLUTIONS

- 22.** Res. No. 42-23-24 by Alderpersons Dekker and Salazar authorizing outside legal counsel in the matter of Chad Pelishek v. City of Sheboygan, et al., and authorizing payment for said service. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 23.** Res. No. 44-23-24 by Alderpersons Dekker and Salazar authorizing the appropriate City officials to execute two (2) conflict waiver letters prepared by Quarles & Brady LLP regarding representation of the City of Sheboygan and Advocate Health. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- 24.** Res. No. 43-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District. REFER TO PUBLIC WORKS COMMITTEE
- 25.** Res. No. 45-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and Sheboygan County YMCA. REFER TO PUBLIC WORKS COMMITTEE
- 26.** Res. No. 46-23-24 by Mitchell and Filicky-Peneski authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 27.** Res. No. 47-23-24 by Alderpersons Dekker, Salazar and Mitchell authorizing the Purchasing Agent to issue a purchase order for a 2023 John Deere ProGator 2020A for the Sheboygan Parking Utility and to trade in a 2012 John Deere ProGator 2020A as part of the purchase. REFER TO TRANSIT COMMISSION
- 28.** Res. No. 48-23-24 Alderpersons Dekker and Rust 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 2024 and directing him to submit an Urban Forestry Grant Application. REFER TO PUBLIC WORKS COMMITTEE

## **REPORT OF COMMITTEES**

- 29.** R. C. No. 66-23-24 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 41-23-24 by Alderpersons Mitchell and Filicky-Peneski appointing Casey Bradley as the new City Administrator effective October 23, 2023 and authorizing the appropriate City officials to enter into an Employment Agreement with Casey Bradley; recommends adopting the Resolution.
- 30.** R. C. No. 68-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 16-23-24 by Alderpersons Dekker and Rust creating a no parking zone on Broughton Drive north of Ontario Avenue; recommends adopting the Ordinance.
- 31.** R. C. No. 72-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 15-23-24 by Alderpersons Salazar and Felde amending section 52-401 so as to remove provisions related to nonpayment notices and administrative fees related thereto so as to have the penalties for bicycle, skateboard, and in-line skate violations be consistent with those for electric scooter violations, thereby allowing the use of citation writing software for such violations; recommends adopting the Ordinance.

## **GENERAL ORDINANCES**

**32.** Gen. Ord. No. 17-23-24 by Alderpersons Dekker and Rust creating a no parking zone on at the terminus of South Pier Drive, at the cul-de-sac to prevent parking between 11 p.m. and 4 a.m. REFER TO PUBLIC WORKS COMMITTEE

**33.** Gen. Ord. No. 18-23-24 by Alderperson Mitchell repealing Gen. Ord. No. 11-04-05 relating to the grant of encroachment privileges to Gурpal Wisconsin Stations, LLC. REFER TO CITY PLAN COMMISSION

#### **OTHER MATTERS AUTHORIZED BY LAW**

#### **ADJOURN MEETING**

**34.** 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****NINTH REGULAR COMMON COUNCIL MEETING MINUTES****Monday, August 07, 2023**

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**OPENING OF MEETING****1. Roll Call**

Alders present: Ackley, Dekker, Felde (joined remotely at 6:01 p.m.), Filicky-Peneski, Heidemann, Perrella, Ramey, Rust, and Salazar – 9.

Alderperson excused: Mitchell – 1.

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

Eighth Regular Council Meeting held on July 17, 2023 and First Special Council Meeting held on July 31, 2023

**MOTION TO APPROVE MINUTES**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Perrella, Ramey, Rust, Salazar – 9.

**4. Mayoral Appointments**

Diane McGinnis-Casey to the position of Director of Planning and Development. Lays over.

**5. Mayoral Appointments**

Samuel Melei to the position of Municipal Court Judge. Lays over.

**6. Confirmation of Mayoral Appointments**

Mickenzie Petrie to be considered for appointment to the Mayor's International Committee.

Amanda Salazar to be considered for appointment to the Sheboygan Area Room Tax Commission.

Chris Kennedy to be considered for appointment to the Sheboygan Area Room Tax Commission.

Steven Jaeger (Architect) to be considered for appointment to the Historic Preservation Commission.

Darrell Hofland to be considered for appointment to the Redevelopment Authority.

Leovardo Aguilar to be considered for appointment to the Sustainability Task Force.

**MOTION TO CONFIRM**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Perrella, Ramey, Rust, Salazar – 9.

**7. Public Forum**

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

**8. Announcement**

Board of Water Commissioners election to be held on September 18, 2023 (Term beginning October 1, 2023)

**9. Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

**HEARINGS**

10. Hearing 2-23-24 pursuant to notice published and personal notices sent by City Clerk, this hearing is to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of property located at 1923 Erie Avenue - Parcel #59281215510 - from Urban Industrial (UI) to Suburban Office (SO) Classification.

Diane Fletcher spoke.

MOTION TO CLOSE HEARING

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Perrella, Ramey, Rust, Salazar – 9.

**CONSENT****11. Motion to Receive and File all R.O.'s, Receive all R.C.'s and Adopt all Resolutions and Ordinances**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Perrella, Ramey, Rust, Salazar – 9.

12. R. O. No. 30-23-24 by Board of Water Commissioners submitting the Board of Water Commissioners' Report on the Water Utility for the second quarter of 2023.
13. R. C. No. 53-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 18-23-24 by City Clerk submitting a claim from Deon Johnson for alleged damages to vehicle from a scratch by the police dog; recommends filing the claim.
14. R. C. No. 54-23-24 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 12-23-24 by Alderpersons Mitchell and Filicky-Peneski re-establishing the salaries of Election Officials; recommends adopting the Ordinance.
15. R. C. No. 56-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred DIRECT REFERRAL R. O. No. 29-23-24 by City Clerk submitting a license application; recommends granting the application contingent on approval of the description.
16. R. C. No. 57-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 28-23-24 by City Clerk submitting various license applications; recommends granting the applications with caveats.
17. R. C. No. 59-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 26-23-24 by Police Chief, Christopher Domagalski pursuant to section 50-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Police

Department, for the period commencing April 1, 2023 and ending June 30, 2023; recommends filing the report.

- 18. R. C. No. 58-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 27-23-24 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2023 and ending June 30, 2023; recommends filing the report.

**REPORT OF OFFICERS**

- 19. R. O. No. 31-23-24 by City Plan Commission to whom was referred Gen. Ord. No. 11-23-24 by Alderperson Ramey and R. O. No. 23-23-24 by City Clerk submitting application to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1923 Erie Avenue (Parcel #59281215510) from Class Urban Industrial (UI) to Class Suburban Office (SO) Classification; recommends filing the R. O. and adopting the Ordinance.

**MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE**

Motion made by Ramey, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Perrella, Ramey, Rust, Salazar – 9.

- 20. R. O. No. 32-23-24 by City Clerk submitting a Summons and Complaint in the matter of Wisconsin Bank & Trust v. Judith A. Meyer et al. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 21. R. O. No. 33-23-24 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

**RESOLUTIONS**

- 22. Res. No. 40-23-24 by Alderpersons Dekker and Rust authorizing the use of property owned by City of Sheboygan for commercial purposes and for VIP seating and parking during the Mercury Racing Power Boat races, August 11-13.

**MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Perrella, Ramey, Rust, Salazar – 9.

- 23. Res. No. 33-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the City Attorney's Office to settle the matter of *Cristy Murray v. City of Sheboygan and Mark A. Polich*, Case No. 23SE577. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 24. Res. No. 38-23-24 by Alderpersons Dekker and Salazar authorizing retaining outside legal counsel to represent the City in the matter of Frank Bernard v. Anthony “T.J.” Hamilton and City of Sheboygan, and authorizing payment for said services.

**MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Perrella, Ramey, Rust,

- 25. Res. No. 35-23-24 by Alderpersons Salazar and Felde authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2023 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 26. Res. No. 34-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an agreement with HeyGov, Inc., to implement forms, licenses, and applications software for the Departments of Public Works and City Clerk. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 27. Res. No. 36-23-24 by Alderpersons Dekker and Rust adopting the City of Sheboygan Comprehensive Outdoor Recreation Plan. REFER TO PUBLIC WORKS COMMITTEE
- 28. Res. No. 37-23-24 by Alderpersons Dekker and Rust authorizing the donation of a snowmobile and G-2 groomer to the Northern Kettle Moraine Nordic Ski Club. REFER TO PUBLIC WORKS COMMITTEE
- 29. Res. No. 39-23-24 by Alderpersons Mitchell and Filicky-Peneski transferring budgeted funds so as to pay for additional cybersecurity products provided by ACP CreativIT, LLC d/b/a Camera Corner Connecting Point and obligating American Rescue Plan Act (ARPA) funds to pay for the associated costs. REFER TO FINANCE AND PERSONNEL COMMITTEE

**REPORT OF COMMITTEES**

- 30. R. C. No. 55-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 14-23-24 by Alderpersons Dekker and Rust repealing Article 14-III, Article 14-IV, Article 48-II-3, and Article 48-VI, and creating Article 48-VIII so as to simplify regulations for utilizing public property; recommends amending the Ordinance so that Section 48-95 reads as follows: no person shall encroach upon, occupy, obstruct, or encumber any public street or highway or part thereof, unless expressly authorized to do so by the common council, or by permit in accordance with this code, or as specifically allowed by state law or another section of this code. No encroachment may reduce the pedestrian path of travel to less than a continuous width of five feet or extend into the frontage of adjacent properties.

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

Motion made by Dekker, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Heidemann, Perrella, Ramey, Rust, Salazar – 8.

Voting Abstaining: Filicky-Peneski – 1.

- 31. R. C. No. 60-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 13-23-24 by Alderpersons Salazar, Perrella, and Ackley amending Chapter 14 of the City of Sheboygan Municipal Code so as to create Article 14-IX relating to Mobile Entertainment Providers; recommends amending Section 14-372(g) to decrease annual license fee to \$250.00.

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

Motion made by Salazar, Seconded by Perrella.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Perrella, Ramey, Rust,

**GENERAL ORDINANCES**

- 32. Gen. Ord. No. 15-23-24 by Alderpersons Salazar and Felde amending section 52-401 so as to remove provisions related to nonpayment notices and administrative fees related thereto so as to have the penalties for bicycle, skateboard, and in-line skate violations be consistent with those for electric scooter violations, thereby allowing the use of citation writing software for such violations. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 33. Gen. Ord. No. 16-23-24 by Alderpersons Dekker and Rust creating a no parking zone on Broughton Drive north of Ontario Avenue. REFER TO PUBLIC WORKS COMMITTEE

**OTHER MATTERS AUTHORIZED BY LAW – None**

**ADJOURN MEETING**

- 34. Motion to Adjourn

MOTION TO ADJOURN AT 6:18 PM

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Perrella, Ramey, Rust, Salazar – 9.

August 21, 2023

Resignations

Dane Schaefer from the Mayor's International Committee effective immediately.

Libby Olbrantz from the Mayor's International Committee effective immediately.



August 18<sup>th</sup> 2023

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Kara Ottum to be considered for appointment to the Mayor's International Committee
- Matt Wierzbach to be considered for appointment to the Historic Preservation Commission

Ryan Sorenson  
Mayor  
City of Sheboygan

Office of the Mayor

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)



August 3, 2023

HONORABLE MEMBERS OF THE COMMON COUNCIL

Pursuant to Section 101-50(b) of the Sheboygan Municipal Code relating to the position of the Director of Planning and Development, I hereby recommend that Diane McGinnis-Casey be appointed as the Director of Planning and Development for the City of Sheboygan effective August 28<sup>th</sup> 2023.

Sincerely,

Ryan Sorenson  
Mayor  
City of Sheboygan

Office of the Mayor

CITY HALL  
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Dear Members of the Common Council,

We are pleased to recommend for confirmation Diane McGinnis-Casey as the Director of Planning and Development. Diane is passionate about making our community a better place. We are excited to have her on team City.

Diane previously served as the Vernon County Resources and Community Development Director. While in this role, she managed the county's economic development loan programs. Additionally, she worked closely with the DNR, DOT, FEMA, and a variety of other government agencies to receive and administer grants.

Currently, Diane serves as the Community Development Administrator for the City of La Crosse. In this position she administers many HUD related programs, develops neighborhood revitalization and economic development plans. In her current role she has been a great advocate for housing.

Sincerely,

Hiring Group

Ryan Sorenson  
Mayor

Amanda Salazar  
City Council Vice President

Cal Stoffel  
Police Dept. Crime Analyst

Aaron Brault  
Director of Planning and Conservation  
Sheboygan County

Dean Dekker  
City Council President

Adam Westbrook  
Director of Human Resources

Emily Rendell-Araujo  
Director of Senior Services

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August 3rd 2023

HONORABLE MEMBERS OF THE COMMON COUNCIL

Following the recommendation from the Municipal Court Advisory Committee, I hereby recommend that Attorney Samuel Melei be appointed as the Municipal Court Judge.

This appointment shall be effective on approval by the Sheboygan City Common Council and the Village of Kohler Board.

Sincerely,

Ryan Sorenson  
Mayor  
City of Sheboygan

Office of the Mayor

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**CITY OF SHEBOYGAN  
R. O. 35-23-24**

**BY BOARD OF LICENSE EXAMINERS.**

**AUGUST 21, 2023.**

Submitting applications for Building Contractor Licenses already GRANTED:

7728	Ken J Schultz 3639 Koehler Dr Sheboygan, WI 53083-2910	Carpenter Accessory Contractor
4275	Chareem Lee 5058 N 60 <sup>th</sup> St Milwaukee, WI 53218-4101	Carpenter Contractor
40617	Edward J Bakalarski 538 Polk Ct Sheboygan, WI 53081-6832	Carpenter Contractor

**CITY OF SHEBOYGAN  
R. C. 61-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**August 21, 2023.**

Your Committee to whom was referred R. O. No. 2-23-24 by City Clerk submitting a claim from Torke Coffee Co., Inc. for alleged damages to a vehicle when it was hit by a City garbage truck; 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

II

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

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

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CITY CLERK

DATE RECEIVED 4-20-23

RECEIVED BY NKC

Item 12.

CLAIM NO. 1-23

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: TORKE COFFEE CO., INC

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

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

4. Business address and phone number of Claimant: \_\_\_\_\_  
SAME AS ABOVE

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

6. Where did damage or injury occur? (give full description) \_\_\_\_\_  
26TH AND SUPERIOR AVE, SHEBOYGAN, WI. 53081  
SEE POLICE REPORT ATTACHED

7. How did damage or injury occur? (give full description) \_\_\_\_\_  
CITY GARBAGE TRUCK SIDE SWIPED PASSENGER SIDE  
OF TORKE VEHICLE

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

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

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

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

(a) Public property alleged to be dangerous: \_\_\_\_\_

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

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

Item 12.

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

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

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

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

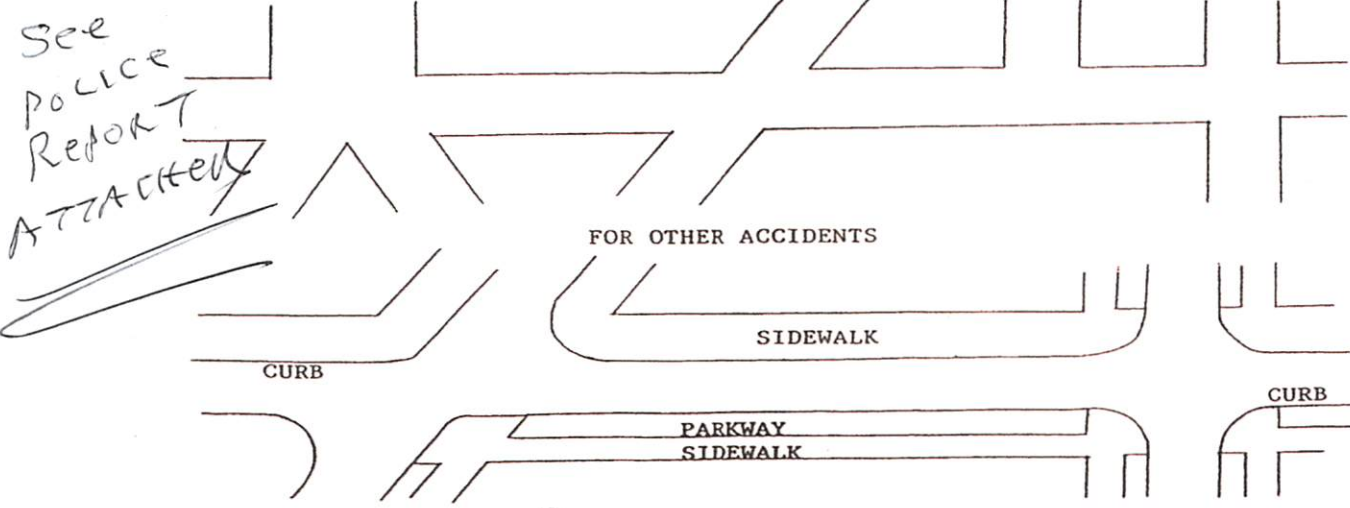
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

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

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



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



DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 12.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: TORKE COFFEE CO. INC

Auto \$ 1307.78

Claimant's Address: 3455 PAINE AVENUE  
SHEBOYGAN, WI 53081

Property \$ —

Personal Injury \$ \_\_\_\_\_

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

Other (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 1307.78

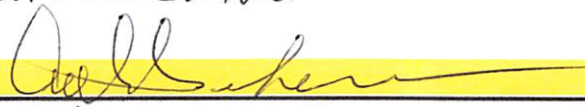
PLEASE INCLUDE COPIES OF ALL BILLS, INVOICES, ESTIMATES, ETC.

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$1307.78.

TORKE COFFEE CO. INC

SIGNED



DATE:

04/18/2023

ALLEN R. BERCHEM, CFD

ADDRESS: 3455 PAINE AVENUE SHEBOYGAN, WI 53081

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



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

Item 12.

## FALLS UPTOWN MOTORS INC

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

Damage Assessed By: Craig Schueffner  
 Classification: None

Deductible: UNKNOWN

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

Mitchell Service: 912645

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

Drive Train: 6.2L Inj 8 Cyl 4WD

Search Code: None

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

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

Mitchell Data Version: OEM: APR\_23\_V

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Software Version: 7.1.242

Page 1 of 2



**SHEBOYGAN CHEVROLET BUICK  
GMC CADILLAC**

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

Workfile ID: edadac  
PartsShare: 7hCVn  
Federal ID: 83-0747810

Item 12.

**Preliminary Estimate**

**Customer: TORKE COFFEE**

**Job Number:**

Written By: Jeff Wiegand

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

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
TORKE COFFEE  
  
3455 PAINE AVE  
SHEBOYGAN, WI 53082  
(920) 980-8881 Cell  
(920) 458-4114 Business

**Inspection Location:**  
SHEBOYGAN CHEVROLET BUICK GMC  
CADILLAC  
  
3400 S BUSINESS DR  
SHEBOYGAN, WI 53081  
Repair Facility  
(920) 459-6855 Business

**Insurance Company:**

**VEHICLE**

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

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

**TRANSMISSION**

Automatic Transmission  
Overdrive  
4 Wheel Drive

**POWER**

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

**DECOR**

Dual Mirrors  
Privacy Glass  
Console/Storage

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Heated Steering Wheel

Climate Control

Backup Camera

Parking Sensors

Surround View Camera

Remote Starter

Home Link

**RADIO**

AM Radio

Search/Seek

Auxiliary Audio Connection

Premium Radio

Satellite Radio

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

Xenon or L.E.D. Headlamps

Positraction

Blind Spot Detection

Bucket Seats

Heated Seats

Rear Heated Seats

Ventilated Seats

**WHEELS**

20" Or Larger Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Fog Lamps

**TRUCK**

Rear Step Bumper

Power Rear Window

Bedliner (Spray On)

Trailer Hitch

Trailer Package

Running Boards/Side Steps

Get live updates at [www.carwise.com/e/4ufch8](http://www.carwise.com/e/4ufch8)

**Customer: TORKE COFFEE**

**Job Number:**

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

**CONVENIENCE**  
Air Conditioning

FM Radio  
Stereo

Lane Departure Warning  
**SEATS**

**Preliminary Estimate**

Item 12.

**Customer: TORKE COFFEE**

**Job Number:**

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

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

**ESTIMATE TOTALS**

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

**MyPriceLink Estimate ID / Quote ID:**

1075115609131327488 / 121799289

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.



**Customer: TORKE COFFEE****Job Number:**

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

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR1GG19, CCC Data Date 04/10/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

**SYMBOLS FOLLOWING PART PRICE:**

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

**SYMBOLS FOLLOWING LABOR:**

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

**OTHER SYMBOLS AND ABBREVIATIONS:**

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Customer: TORKE COFFEE

Job Number:

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

ALTERNATE PARTS USAGE

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

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

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Manually List	0	0
Reconditioned	Manually List	0	0
Recycled	N/A	0	0



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C23-06044

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Item 12.

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

<b>Crash Scene</b>		
First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY
Manner of Collision 07 - SIDESWIPE/SAME DIRECTION		Light Condition DAYLIGHT
Road Surface Condition(s) DRY	Roadway Factor(s)  NONE	
Environment Factor(s) NONE		
Weather Condition(s) CLEAR		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION

**Unit Summary**

01          <b>UNIT</b>	Unit Status IN TRANSIT		Vehicle Operating As Classification A CLASS		Unit Type TRUCK	
	Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

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





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C23-06044

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Item 12.

UNIT VEHICLE	Towed Due To Damage <b>NOT TOWED</b>		Vehicle Removed By <b>OPERATOR</b>		
	What Driver Was Doing <b>ACCELERATING IN ROAD</b>		Vehicle Factors		
	Driver Prior Action Other		<b>NOT APPLICABLE</b>		
	Driver Actions <b>OPERATED MOTOR VEHICLE IN INATTENTIVE, CARELESS OR ERRATIC MANNER</b>				
01	Owner Name <b>SHEBOYGAN CITY (920) 459-3333</b>		Owner Address <b>828 CENTER AVE # 110 SHEBOYGAN, WI 53081 , US</b>		
	<b>Sequence Of Events</b>				
01	01	Event <b>MOTOR VEH IN TRANSPORT</b>			
	02	Event			
	03	Event			
	04	Event			
UNIT	<b>Policy Holder</b>				
	Insurance Company <b>SELF-INSURED</b>		Government <b>SHEBOYGAN CITY</b>		
UNIT INDIVIDUAL	<b>Individual</b>				
	Driver <b>WILLIAM JOHN DE AMICO (920) 918-1515</b>		Citations Issued <b>0</b>	Sex <b>MALE</b>	
	Address <b>6445 SUNSET RD KOHLER, WI 53044 , US</b>		Date of Birth <b>02/23/1979</b>	Race <b>WHITE</b>	
			Driver License Number <b>D5209307906309</b> STATE: WISCONSIN COUNTRY: UNITED STATES		
01	<b>Safety Equipment</b>		On Duty Crash		
			Safety Equipment		
	Row <b>01 - FRONT ROW</b>	Seat Position <b>07 - LEFT</b>	<b>NOT APPLICABLE</b>		
	Helmet Use		Helmet Compliance		
	Eye Protection		Tint Compliance		
	<b>Injury</b>		Injury Severity <b>NO APPARENT INJURY</b>	Airbag <b>NON DEPLOYED</b>	
	Ejected <b>NOT EJECTED</b>		Ejection Path <b>NOT EJECTED/NOT APPLICABLE</b>		Trapped/Extricated <b>NOT TRAPPED</b>
Medical Transport <b>NOT TRANSPORTED</b>		EMS Agency Identifier		EMS Run#	
Hospital		Date of Death		Time of Death	
<b>Distracted By</b>		Distracted By Source <b>NOT APPLICABLE (NOT DISTRACTED)</b>			
Distracted By Action <b>NOT DISTRACTED</b>					

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C23-06044

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Item 12.

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

Unit Summary

UNIT 02	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type TRUCK	
	Vehicle Type UTILITY TRUCK/PICKUP TRUCK				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

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



G7L0FRKDFH  
C23-06044

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Item 12.

UNIT	VEHICLE	What Driver Was Doing <b>GOING STRAIGHT</b>	Vehicle Factors <b>NOT APPLICABLE</b>		
		Driver Prior Action Other			
02	02	Driver Actions <b>NO CONTRIBUTING ACTION</b>			
		Owner Name <b>JAY E TORKE (920) 980-8881</b>	Owner Address <b>645 TREEHOUSE PKWY KOHLER, WI 53044 , US</b>		
<b>Sequence Of Events</b>					
UNIT	01	Event <b>MOTOR VEH IN TRANSPORT</b>			
		Event			
		Event			
		Event			
UNIT	02	<b>Policy Holder</b>			
		Insurance Company <b>SECURA-INS-CO</b>	Individual <b>JAY TORKE</b>		
UNIT	INDIVIDUAL	<b>Individual</b>			
		Driver <b>JAY E TORKE (920) 980-8881</b>	Citations Issued <b>0</b>	Sex <b>MALE</b>	
		Date of Birth <b>10/18/1975</b>		Race <b>WHITE</b>	
		Address <b>645 TREEHOUSE PKWY KOHLER, WI 53044 , US</b>		Driver License Number <b>T6204257537809 STATE: WISCONSIN COUNTRY: UNITED STATES</b>	
02	002	<b>Safety Equipment</b>		On Duty Crash	
		Safety Equipment <b>SHOULDER &amp; LAP BELT</b>			
		Row <b>01 - FRONT ROW</b>	Seat Position <b>07 - LEFT</b>		
		Helmet Use		Helmet Compliance	
		Eye Protection		Tint Compliance	
		<b>Injury</b>		Injury Severity <b>NO APPARENT INJURY</b>	Airbag <b>NON DEPLOYED</b>
Ejected <b>NOT EJECTED</b>		Ejection Path <b>NOT EJECTED/NOT APPLICABLE</b>		Trapped/Extricated <b>NOT TRAPPED</b>	
Medical Transport <b>NOT TRANSPORTED</b>		EMS Agency Identifier		EMS Run #	
Hospital		Date of Death		Time of Death	
<b>Distracted By</b>		Distracted By Source <b>NOT APPLICABLE (NOT DISTRACTED)</b>			
Distracted By Action <b>NOT DISTRACTED</b>					
<b>Non Motorist</b>		Striking Unit #	Location		

G7L0FRKDFH  
C23-06044

### WISCONSIN MOTOR VEHICLE CRASH REPORT

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

Item 12.

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

G7L0FRKDFH  
C23-06044

WISCONSIN MOTOR VEHICLE  
CRASH REPORT

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

Item 12.

G7L0FRKDFH

Document Number Override		Primary Crash Document#	Agency Crash Number	Investigating Officer/Deputy <b>OFFICER P. GORDZIEJ</b>	
Crash Date 04/11/2023		Crash Time 11:26 AM	Date Arrived 04/11/2023	Time Arrived 11:31 AM	
Date Notified 04/11/2023		Time Notified 11:26 AM	Total Units 02	Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone	School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable	Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash	

Description

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

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

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

**CITY OF SHEBOYGAN  
R. C. 62-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**August 21, 2023.**

Your Committee to whom was referred R. O. No. 129-22-23 by City Clerk submitting a claim from Yang Pao Chang for alleged damages to driveway and sidewalk due to a broken water main; 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

II

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

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

FP

---

CITY CLERK



DATE RECEIVED 3-23-23

RECEIVED BY MKC

Item 13.

CLAIM NO. 27-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

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

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

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

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

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

(a) Name of such officer or employee, if known: N/A

(b) Claimant's statement of the basis of such liability: N/A

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

(a) Public property alleged to be dangerous: because of uneven concrete sidewalk people that walk/run might trip

(b) Claimant's statement of basis for such liability: N/A



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

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

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

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

Auto: \$ N/A

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

Personal injury: \$ N/A

Other: (Specify below) \$ N/A

TOTAL \$ 2,695.75

Damaged vehicle (if applicable)

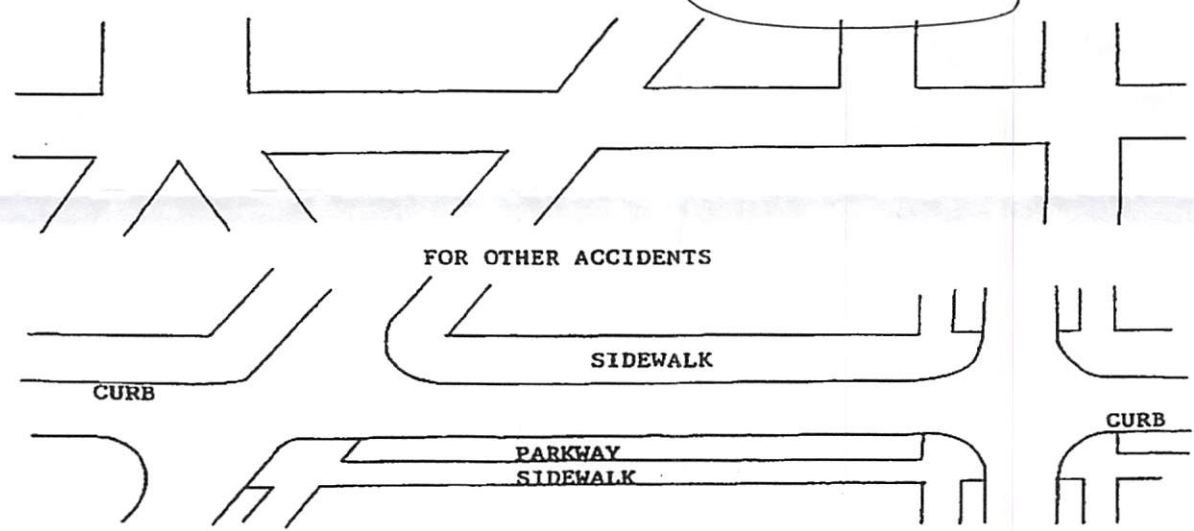
Make: N/A Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

N/A

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

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



SIGNATURE OF CLAIMANT Yay Pa Oley DATE 3/14/23

DATE RECEIVED \_\_\_\_\_

RECEIVED BY \_\_\_\_\_

Item 13.

CLAIM NO. \_\_\_\_\_

CLAIM

Claimant's Name: Yang Pao Cheng

Auto \$ N/A

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

Property \$ not sure how much

Sheboygan, WI 53081

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

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

Other (Specify below) \$ N/A

TOTAL \$ 2,695.75

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

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

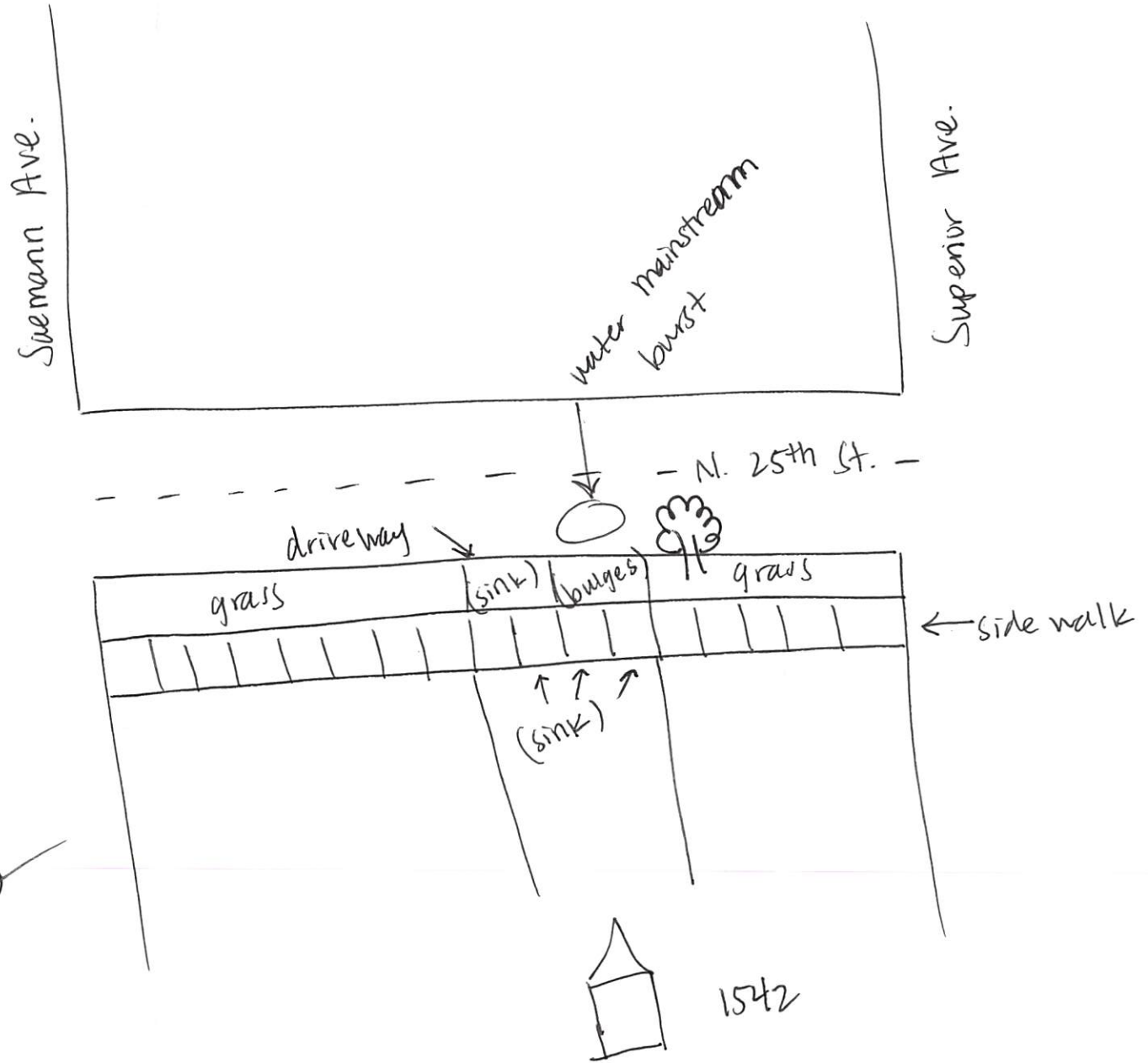
The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2,695.75.

SIGNED Yang Pao Cheng

DATE: 3/14/23

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

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



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

**Prepared For**

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

**Martin's Concrete**

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

Estimate # 629  
Date 03/19/2023

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

<b>Subtotal</b>	\$2,695.75
<b>Total</b>	<b>\$2,695.75</b>
<b>Deposit Due</b>	<b>\$200.00</b>

**Payment Schedule**

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

**Notes:**

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

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

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



Signed on: 03/19/2023  
Martin Perez

Mai Tia

CITY OF SHEBOYGAN  
R. C. 63-23-24

BY FINANCE AND PERSONNEL COMMITTEE.

August 21, 2023.

Your Committee to whom was referred Res. No. 33-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the City Attorney's Office to settle the matter of *Cristy Murray v. City of Sheboygan and Mark A. Polich*, Case No. 23SE577; 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 33-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**AUGUST 7, 2023.**

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. C. 64-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**August 21, 2023.**

Your Committee to whom was referred Res. No. 34-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an agreement with HeyGov, Inc., to implement forms, licenses, and applications software for the Departments of Public Works and City Clerk; 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 34-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**AUGUST 7, 2023.**

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

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan



# Proposal with Service Order

Prepared for:

**City of Sheboygan**



**Primary Contact:**

Meagan Myrick  
meagan@heygov.com

**Proposal Valid Through:**

August 1, 2023

**HeyGov Inc.**

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

# Overview of Services

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

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

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

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

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

## Benefits of Using HeyGov

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

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

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## Description of the HeyGov Modules

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

### HeyLicense

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

### HeyGov Pay

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

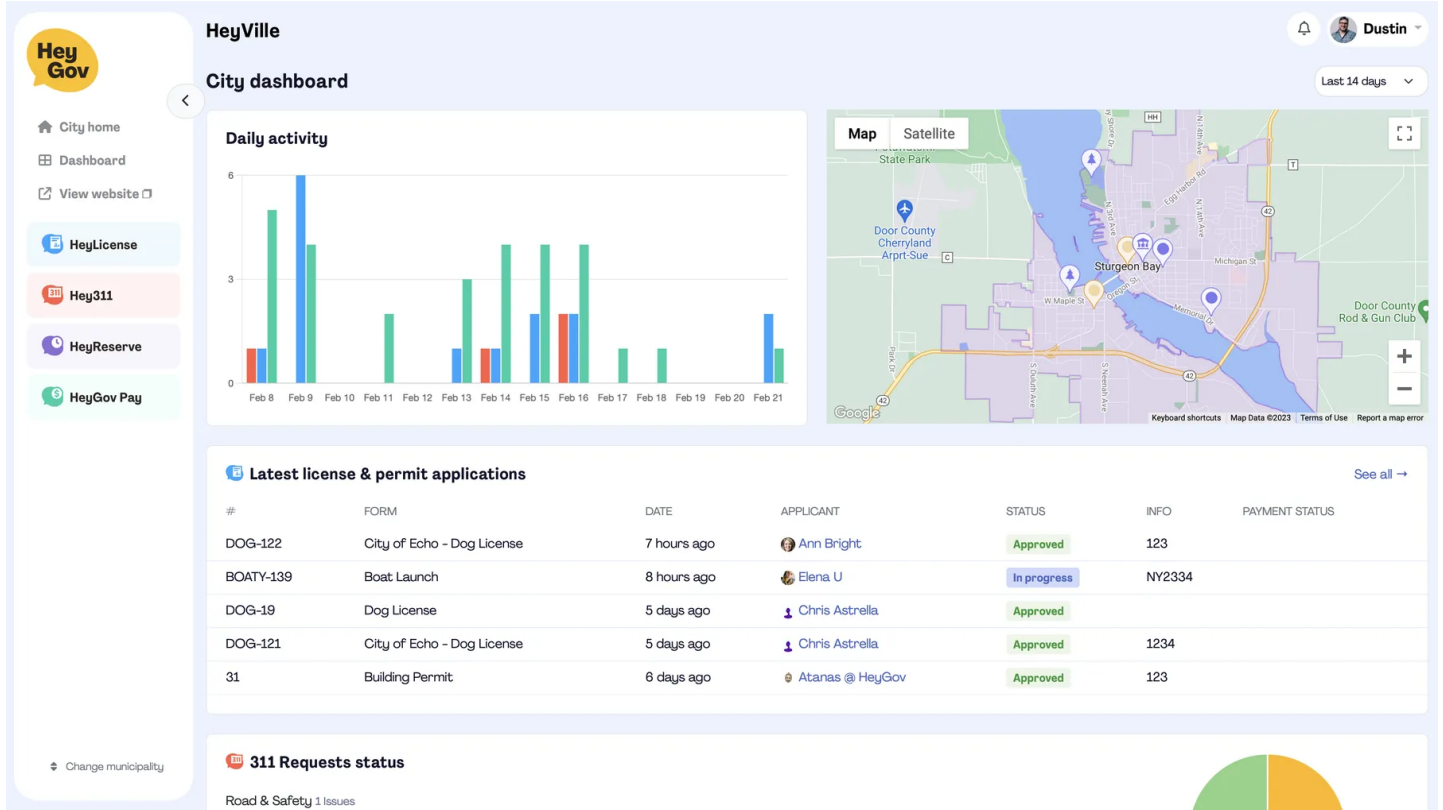
### HeyReserve

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

### Hey311

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

# Dashboard Overview



## Front End (for your citizens & businesses)

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

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

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

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

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



## Service Order

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

## Set up and Annual Subscription

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

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

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

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

## Signatures

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

# Onboarding Statement of Work

## Objective.

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

## Scope of Work.

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

## Deliverables.

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

## Tasks and Responsibilities.

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

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

**CITY OF SHEBOYGAN  
R. C. 65-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**August 21, 2023.**

Your Committee to whom was referred Res. No. 39-23-24 by Alderpersons Mitchell and Filicky-Peneski transferring budgeted funds so as to pay for additional cybersecurity products provided by ACP CreativIT, LLC d/b/a Camera Corner Connecting Point and obligating American Rescue Plan Act (ARPA) funds to pay for the associated costs; 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 39-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**AUGUST 7, 2023.**

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

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

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

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

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

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

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

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

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

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

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

INCREASE:

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
 Ryan Sorenson, Mayor, City of  
 Sheboygan

\_\_\_\_\_  
 Meredith DeBruin, City Clerk, City of  
 Sheboygan





We have prepared a quote for you

**Sandbox 2**

Quote # CCCP018255  
Version 1

Prepared for:

**City of Sheboygan**

Jeff Krueger  
Jeff.Krueger@sheboyganwi.gov



## Sandbox

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

**Subtotal: \$67,832.00**



## Sandbox 2

### Bill To:

#### City of Sheboygan

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

### Ship To:

#### City of Sheboygan

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

### Quote Information:

#### Quote #: CCCP018255

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

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

## Quote Summary

Description	Amount
Sandbox	\$67,832.00

**Total: \$67,832.00**

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

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

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

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

**CITY OF SHEBOYGAN  
R. C. 67-23-24**

**BY PUBLIC WORKS COMMITTEE.**

**August 21, 2023.**

Your Committee to whom was referred Res. No. 37-23-24 by Alderpersons Dekker and Rust authorizing the donation of a snowmobile and G-2 groomer to the Northern Kettle Moraine Nordic Ski Club; 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 37-23-24**

**BY ALDERPERSONS DEKKER AND RUST.**

**AUGUST 7, 2023.**

A RESOLUTION authorizing the donation of a snowmobile and G-2 groomer to the Northern Kettle Moraine Nordic Ski Club.

WHEREAS, the Evergreen Park and south Maywood Park ski trails have been groomed by volunteers who no longer feel that grooming efforts are worthwhile due to the consistent lack of snow; and

WHEREAS, the volunteers have suggested donating the snowmobile and G-2 groomer to an organization that would benefit from such donation, such as the Northern Kettle Moraine Nordic Ski Club; and

WHEREAS, the Northern Kettle Moraine Nordic Ski Club is a Wisconsin 501(c)(3) organization whose mission is to provide “a top-notch ski experience at the Greenbush Trails” by providing expert trail grooming, trail maintenance and improvement, developing a youth ski team, and coordinating volunteers; and

WHEREAS, the City desires to assist the ski club in its mission given its proximity to the City and the benefit rendered to City residents by having local access to quality ski trails.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Department of Public Works to donate the 2015 Skidoo Skandic SWT 900 Snowmobile and 2013 G2 Six-foot Groomer and related equipment to the Northern Kettle Moraine Nordic Ski Club.

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. 69-23-24**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**AUGUST 21, 2023.**

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 34-23-24 by City Clerk submitting a license application from The Silver Fern (#2207) for an extension of premises; recommends granting the application contingent on approval of a Street Festival permit.

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 R. O. 34-23-24  
TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE**

**BY CITY CLERK.**

**AUGUST 16, 2023.**

Submitting a license application for a change of premise.

<u>No.</u>	<u>Name</u>	<u>Address</u>
2207	The Silver Fern	2538 N. 15 <sup>th</sup> Street – One day event to be held on 8/27/2023 to include Division Avenue from the stop sign to the end of The Silver Fern property and current premises.

**CITY OF SHEBOYGAN  
R. C. 70-23-24**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**AUGUST 21, 2023.**

Your Committee to whom was referred R. O. No. 33-23-24 by City Clerk submitting various license applications; recommends granting all applications.

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. 33-23-24**

**BY CITY CLERK.**

**AUGUST 7, 2023.**

Submitting various license applications:

CHANGE OF AGENT

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

CHANGE OF AGENT

Jennifer Lynn Waning is replacing Melissa A. McGraw as agent effective immediately for Kwik Trip 1138 located at 1526 Broadway Avenue.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3574	Turk's & Timber's Bar & Grill	1022 Michigan Avenue – Three day event to be held on 9/1/2023 – 9/3/2023 to include current premises, and the parking lot on the north side of the building.
1040	Brennan's	1101 Michigan Avenue – Two day event to be held on 9/30/23 – 10/1/23 to include west and south parking lot in addition to the current premises.
3445	J & J's Hotspot	1823 N. 12 <sup>th</sup> Street – One day event to be held on 9/30/23 to include entire parking lot on the southside of building to include current premise.

CIGARETTE/TOBACCO (June 30, 2024) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3613	Sheboygan Smoke and Vape Inc.	2610 Calumet Drive

CLASS "B" BEER LICENSE (June 30, 2024) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2633	Sheboygan Blue Line Association, Inc. (Sheboygan Lakers Ice Center)	1202 S. Wildwood Avenue

**CITY OF SHEBOYGAN  
R. C. 71-23-24**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**AUGUST 21, 2023.**

Your Committee to whom was referred Res. No. 35-23-24 by Alderpersons Salazar and Felde authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2023 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County; 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 35-23-24**

**BY ALDERPERSONS SALAZAR AND FELDE.**

**AUGUST 7, 2023.**

A RESOLUTION authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2023 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$19,026 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, in order to obtain the grant in the amount of \$19,026, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing; and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2023 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan, a copy of which is attached hereto, under terms similar to previous memoranda of understanding with Sheboygan County for previous similar grant award sharing.

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



**FISCAL YEAR 2023 JUSTICE ASSISTANCE GRANT (JAG)  
PROGRAM AWARD  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SHEBOYGAN AND  
THE COUNTY OF SHEBOYGAN  
(Local Solicitation)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of July, 2023, by and between the City of Sheboygan, acting by and through its governing body, and the County of Sheboygan, by and through its governing body (hereinafter referred to as CITY and COUNTY, respectively), both of Sheboygan County, State of Wisconsin,

**WITNESSETH**

**WHEREAS**, this Agreement is made under the authority of the intergovernmental cooperation statute, Wis. Stat. § 66.0301; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties and that the undertaking will benefit the public; and

**WHEREAS**, CITY agrees COUNTY will be the fiscal agent for the fiscal year 2023 Justice Assistance Grant (“JAG”) Program funds (local solicitation) award; and

**WHEREAS**, CITY and COUNTY believe it to be in their best interests to allocate the JAG funds for certain equipment for the City Police Department and the County Sheriff’s Department, respectively.

**NOW, THEREFORE**, CITY and COUNTY agree as follows:

Section 1. CITY agrees COUNTY will be the fiscal agent for the fiscal year 2023 JAG program funds (local solicitation) and COUNTY shall be responsible for providing results measuring data as required under the Government Performance and Results Act of 1993 (GPRA), and the GPRA Modernization Act of 2010, P.L. 111-352. CITY will cooperate with COUNTY in protecting such data in its possession to allow COUNTY to fulfill these requirements.

Section 2. COUNTY and CITY agree to split the grant funds as follows and share the equipment purchased therewith as mutually agreed between the City Police Department and the County Sheriff’s Department for law enforcement equipment:

Grant Total	\$19,026.00
City Portion	9,513.00
County Portion	9,513.00

Section 3. CITY and COUNTY agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorneys’ fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party’s officers, employees, or agents in performing the

services pursuant to this agreement including any liability arising as a result of a failure to comply with the legal requirements the parties agreed to adhere to upon acceptance of an award, all as summarized at [www.ojp.usdoj.gov/funding/otherrequirements.htm](http://www.ojp.usdoj.gov/funding/otherrequirements.htm). Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4. Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein and, further, this Agreement shall not create any rights in any party not a signatory hereto.

APPROVED by the parties through signature of the following officials:

**CITY OF SHEBOYGAN:**

\_\_\_\_\_  
Ryan J. Sorenson, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Domagalski, Chief of Police

\_\_\_\_\_  
Date

**COUNTY OF SHEBOYGAN:**

\_\_\_\_\_  
Vernon Koch, County Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Steinhardt, Emergency Management Director

\_\_\_\_\_  
Date

R:\CLIENT\08299\00021\00214534.DOCX

CITY OF SHEBOYGAN  
R. O. 36-23-24

BY CITY CLERK.

AUGUST 21, 2023.

Submitting various license applications.

CHANGE OF AGENT

Mark Anthony Peterson, Sr. is replacing David J. Metz as agent effective immediately for Marc Cinemas located at 3226 Kohler Memorial Drive.

CHANGE OF AGENT

Andrew J. Grainger is replacing Mark L. Turner Jr. as agent effective immediately for Pick ‘n Save #432 located at 1317 N. 25<sup>th</sup> Street.

CHANGE OF PREMISE

No.    Name

Address

2742    8<sup>th</sup> Street Ale House

1132 N. 8<sup>th</sup> Street – Two-day event to be held on 9/15/2023 – 9/16/2023 to include current premises, and the Holman building and part of the alleyway south of said parking lot. The entire 8<sup>th</sup> Street Ale Haus parking lot up to and including a portion of the alleyway west of the Ale Haus that abuts the parking lot. The parking lot is on 8<sup>th</sup> Street and starts at the southern edge of the building located at 1122 N. 8<sup>th</sup> (the Gaming Generations business). This is a space of approximately 110ft by 45 ft. On the southern end is the alleyway that intersects with 8<sup>th</sup> and 9<sup>th</sup> Street and is between Erie and St. Clair Avenue. Portion of said alleyway from the 8<sup>th</sup> Street entrance to approximately 130 ft. west for use of the event.

3056    House Divided

840 Wilson Avenue – One day event to be held on 9/10/23 to include current premise and parking lots to the North, South, East and West of building.

CLASS "B" BEER LICENSE (June 30, 2024) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3620	La Tamaulipeca LLC (La Tamaulipeca LLC)	1201 Union Avenue

"CLASS C" LICENSE (June 30, 2024) (NEW)

3620	La Tamaulipeca LLC (La Tamaulipeca LLC)	1201 Union Avenue
------	--	-------------------

**CITY OF SHEBOYGAN  
RESOLUTION 42-23-24**

**BY ALDERPERSONS DEKKER AND SALAZAR.**

**AUGUST 21, 2023.**

A RESOLUTION authorizing retaining outside legal counsel in the matter of Chad Pelishek v. City of Sheboygan, et al., and authorizing payment for said services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that MWH Law Group LLP needs to begin preparing an Answer in response to the Complaint, pursuant to the Federal Rules of Civil Procedure.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the hiring of MWH Law Group LLP as outside legal counsel to represent the City of Sheboygan and Ryan Sorenson, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, and Emily Rendall-Araujo in the defense of the Pelishek v. City of Sheboygan, et al. matter, United States District Court, Eastern District of Wisconsin Case No. 2:23-cv-01048.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 711150-531100 (Liability Insurance Fund – Contracted Services) in payment of same.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan

**CITY OF SHEBOYGAN  
RESOLUTION 44-23-24**

**BY ALDERPERSONS DEKKER AND SALAZAR.**

**AUGUST 21, 2023.**

A RESOLUTION authorizing the appropriate City officials to execute two (2) conflict waiver letters prepared by Quarles & Brady LLP regarding representation of the City of Sheboygan and Advocate Health.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that Quarles & Brady LLP needs to begin their representation of Advocate Health as soon as possible.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney is hereby authorized to execute both conflict waiver letters, copies of which are attached hereto.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of Sheboygan





411 East Wisconsin Avenue  
Suite 2400  
Milwaukee, Wisconsin 53202-4428  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Direct Dial: (414) 277-5529  
E-Mail: thomas.cameron@quarles.com

Attorneys at Law in  
Chicago  
Denver  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
San Diego  
Tampa  
Tucson  
Washington, D.C.

August 17, 2023

**VIA EMAIL (Charles.Adams@sheboyganwi.gov)**

Mr. Charles Adams  
City Attorney  
City of Sheboygan  
828 Center Avenue, Suite 210  
Sheboygan, WI 53081

**RE: Conflict Waiver - City of Sheboygan**

Dear Attorney Adams:

Advocate Health (“Advocate”) has asked us to represent it with respect to the potential sale of property located at 1211 N. 23<sup>rd</sup> Street, Sheboygan, Wisconsin to the City of Sheboygan. This firm currently represents the City of Sheboygan (the “City”) with respect to other matters, unrelated to Advocate or this matter. We have determined that the factual and legal issues likely to arise in the work that Advocate has asked us to do appear to be unrelated to the work we have been asked to or appear likely to do for the City.

Under Wisconsin’s rules of professional conduct, which apply to all Wisconsin lawyers, my firm and I may not be adverse to a current client, even on an unrelated matter, without the informed consent of each affected client. This means that we must explain to both Advocate and the City the material risks and reasonably available alternatives of consenting and that Quarles cannot proceed with Advocate’s request for representation unless both consent.

The proposed new matter and the existing matters in which we represent Advocate are wholly unrelated and will be handled by different lawyers who are in different practice groups within the firm. For these reasons, we do not believe that there is any material risk that our commitment and dedication to the City’s interests will be adversely affected. Any privileged or other confidential information acquired by us as a result of our representation of the City will not be transmitted to our lawyers who may be involved in the proposed new matter. As we discussed, the City understands that by consenting to this conflict, my firm will be representing Advocate adversely to the City in connection with the matter referenced above. In other words, we would be adverse to the City on that matter.

If the City has any questions that it would like me to answer prior to reaching a decision on this issue, please let me know. If it is willing to consent after appropriate review, please sign the enclosed copy of this letter in the space provided and return it to me by email.

Sincerely,

**QUARLES & BRADY LLP**



Thomas Cameron

NBOBBE:emb  
cc (via e-mail):  
Rebecca Speckhard  
Kathryn Hoffman

City of Sheboygan understands the risks described above and consents to the terms of representation set forth above.

**CITY OF SHEBOYGAN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



411 East Wisconsin Avenue  
Suite 2400  
Milwaukee, Wisconsin 53202-4428  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Direct Dial: (414) 277-5529  
E-Mail: thomas.cameron@quarles.com

Attorneys at Law in  
Chicago  
Denver  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
San Diego  
Tampa  
Tucson  
Washington, D.C.

August 17, 2023

**VIA EMAIL (Charles.Adams@sheboyganwi.gov)**

Mr. Charles Adams  
City Attorney  
City of Sheboygan  
828 Center Avenue, Suite 210  
Sheboygan, WI 53081

**RE: Conflict Waiver - City of Sheboygan**

Dear Attorney Adams:

Advocate Health (“Advocate”) has asked us to represent it on real estate matters related to the potential conveyance of land to the City of Sheboygan for the extension of Taylor Drive, including any development agreement or other documents related to a potential tax incremental district. This firm currently represents the City of Sheboygan (the “City”) with respect to other matters, unrelated to Advocate or this matter. We have determined that the factual and legal issues likely to arise in the work that Advocate has asked us to do appear to be unrelated to the work we have been asked to or appear likely to do for the City.

Under Wisconsin’s rules of professional conduct, which apply to all Wisconsin lawyers, my firm and I may not be adverse to a current client, even on an unrelated matter, without the informed consent of each affected client. This means that we must explain to both Advocate and the City the material risks and reasonably available alternatives of consenting and that we cannot proceed with Advocate’s request for representation unless both consent.

The proposed new matter and the existing matters in which we represent Advocate are wholly unrelated and will be handled by different lawyers who are in different practice groups within the firm. For these reasons, we do not believe that there is any material risk that our commitment and dedication to the City’s interests will be adversely affected. Any privileged or other confidential information acquired by us as a result of our representation of the City will not be transmitted to our lawyers who may be involved in the proposed new matter. As we discussed, the City understands that by consenting to this conflict, my firm will be representing Advocate adversely to the City in connection with the matter referenced above. In other words, we would be adverse to the City on that matter.

If the City has any questions that it would like me to answer prior to reaching a decision on this issue, please let me know. If it is willing to consent after appropriate review, please sign the enclosed copy of this letter in the space provided and return it to me by email.

Sincerely,

**QUARLES & BRADY LLP**



Thomas Cameron

NBOBBE:emb  
cc (via e-mail):

Rebecca Speckhard  
Kathryn Hoffman

City of Sheboygan understands the risks described above and consents to the terms of representation set forth above.

**CITY OF SHEBOYGAN**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**CITY OF SHEBOYGAN  
RESOLUTION 43-23-24**

**BY ALDERPERSONS DEKKER AND RUST.**

**AUGUST 21, 2023.**

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

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 7, 2023 and ends at 3:00 p.m. on May 30, 2024.

**Rent**

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,166.66 per month (the "Rent").



7. SASD will pay the Rent by check or electronic transfer on or before the 15<sup>th</sup> 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, 2023 for the rental month of September, 2023. 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 \_\_\_\_\_, 2023.

**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**

\_\_\_\_\_  
Superintendent

Authorized by the City of Sheboygan pursuant to Res. \_\_\_-23-24.

**CITY OF SHEBOYGAN  
RESOLUTION 45-23-24**

**BY ALDERPERSONS DEKKER AND RUST.**

**AUGUST 21, 2023.**

A RESOLUTION authorizing the appropriate City officials to execute an Amendment to Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and 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 set the initial rent at \$10,000 per year, to be paid semiannually, but also provides that the Parties shall annually discuss the amount of Rent and may agree in writing to an amount different than the amount provided. The Parties have discussed the amount of Rent and have agreed to an increase in Rent for the 2023-24 school year. The Parties have also agreed to modify the Lease terms to provide for a later due date for the second semiannual payment.

## Terms

The parties hereby agree that the rent for the Classrooms for the 2023-24 school year is \$10,500 per year.

The parties additional 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. 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 \_\_\_\_\_, 2023.

**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. \_\_\_\_-23-24.



**CITY OF SHEBOYGAN  
RESOLUTION 46-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**AUGUST 21, 2023.**

A RESOLUTION authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church.

RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Commercial Offer to Purchase between the City of Sheboygan and Trinity Evangelical Lutheran Church, and authorizes City staff to make any modifications to the Offer to Purchase that may be appropriate, thereby authorizing the sale of the property.

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 sell 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





57 All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as  
58 title company of Seller's choice) [STRIKE THOSE NOT APPLICABLE]  
59 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**  
62 **disbursement agreement.**

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

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

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

88 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
89 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  
90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in  
93 Seller's disclosure report dated \_\_\_\_\_ and a Real Estate Condition Report, if applicable, dated  
94 \_\_\_\_\_, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this  
95 offer by reference [COMPLETE DATE OR STRIKE AS APPLICABLE] and \_\_\_\_\_  
96 will be completed by Seller and delivered to Buyer within 15 days of acceptance for review  
97 and approval

98 [INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)].

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**  
100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**  
101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**  
102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**  
103 **rescission rights per Wis. Stat. § 709.05.**

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

- 105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and
- 106 bulges), basement or other walls.
- 107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,
- 108 fire safety, security or lighting.
- 109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving
- 110 the Property or any Defect related to a joint well serving the Property.
- 111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.
- 112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service
- 113 septic system serving the Property not closed or abandoned according to applicable regulations.
- 114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or
- 115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously
- 116 on the Property; LP tanks on the Property or any defects in such LP tanks.
- 114 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in s



- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially  
 119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had  
 122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority  
 124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or  
 126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to  
 128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating  
 132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or  
 134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal  
 136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources  
 138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain  
 139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private  
 141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;  
 142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or  
 143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or  
 148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
 150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a  
 152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §  
 153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement  
 155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric  
 156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
 158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
 159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous  
 162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a  
 164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special  
 165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from  
 167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or  
 169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive  
 173 sliding, settling, earth movement or upheavals.



174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on  
176 lines 185-197 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if left blank) after acceptance, delivers: (1)  
177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
180 checked at lines 185-197.

181 **Proposed Use:** Buyer is purchasing the Property for the purpose of: \_\_\_\_\_  
182 \_\_\_\_\_

183 \_\_\_\_\_ [insert proposed use and type and  
184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

185  **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
186 181-183.

187  **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190  **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or  
191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for  
192 the following items related to Buyer's proposed use: \_\_\_\_\_  
193 \_\_\_\_\_

194 \_\_\_\_\_ or delivering written notice  
195 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the  
196 cost of Buyer's proposed use described at lines 181-183.

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

198  **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) ~~STRIKE ONE~~ ("Buyer" if neither  
199 stricken) obtaining the following, including all costs: a  **CHECK ALL THAT APPLY:**  rezoning;  conditional use permit;  
200  variance;  other \_\_\_\_\_ for the Property for its proposed use described at lines 181-183.  
201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller  
204 providing" if neither is stricken) a \_\_\_\_\_ survey  
205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and  
206 prepared by a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's)  
207 (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres,  
208 maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible  
209 encroachments upon the Property, the location of improvements, if any, and: \_\_\_\_\_  
210 \_\_\_\_\_

211 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:  
212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any  
214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title  
215 policy.

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

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially  
220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence  
221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of  
222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to  
223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225  **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to  
226 Buyer within 30 days ("30" if left blank) after acceptance:  **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

227  Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity  
228  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which  
229 is consistent with representations made prior to and in this Offer.

230  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property  
231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232  Rent roll:

233  Other \_\_\_\_\_  
234 \_\_\_\_\_



235 Additional items which may be added include, but are not limited to: building, construction or component warranties,  
236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other  
237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future  
238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents  
240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer  
241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("5" if left  
243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not  
244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246  **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent  
247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-  
248 291), at (Buyer's) (Seller's) expense STRIKE ONE ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**  
250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material  
254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage  
255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating  
256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which  
257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if  
259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice  
260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects.  
263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of  
265 Defects stating Seller's election to cure Defects;
- 266 (2) curing the Defects in a good and workmanlike manner; and
- 267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site  
269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
- 271 (2) Seller has a right to cure but:
  - 272 (a) Seller delivers written notice that Seller will not cure; or
  - 273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase[Site Assessment]")  
275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the  
276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the  
277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of  
278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any  
279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property  
280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment  
281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the  
282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites  
283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site  
284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American  
285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,  
286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**  
288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**  
289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**  
290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**  
291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air



296 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
297 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
298 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
299 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

307  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

308 (1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which  
309 discloses no Defects.

310 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
311 an inspection of \_\_\_\_\_

312 \_\_\_\_\_  
313 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

314 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection,  
315 provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified  
316 independent inspector or independent qualified third party.

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

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

320 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance, delivers  
321 to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s)  
322 identified in the inspection report(s) to which Buyer objects (Notice of Defects).

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

324 For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual  
325 knowledge or written notice before signing the Offer.

326 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**  
327 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
328 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
329 **of the premises.**

330  **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have the right to cure the Defects.  
331 If Seller has the right to cure, Seller may satisfy this contingency by:

332 (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to  
333 cure Defects;

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

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

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

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

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

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

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

341 **IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

342  **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
343 \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described

344 below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than  
345 \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial

346 monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's  
347 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

348 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
349 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan

350 sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached  
351 per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly

352 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
353 lender's appraiser access to the Property.

354  **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
355 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments

356 shall be adjusted as necessary to maintain the term and amortization stated above.



357 ~~CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 or 359:~~

- 358  ~~FIXED RATE FINANCING:~~ The annual rate of interest shall not exceed \_\_\_\_\_%.
- 359  ~~ADJUSTABLE RATE FINANCING:~~ The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate
- 360 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if
- 361 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" if left blank) at each subsequent adjustment.
- 362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if
- 363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

364 ~~NOTE: If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a~~

365 ~~contingency for that purpose:~~

366 ~~■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:~~ If Buyer qualifies for the loan described in this Offer

367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment

369 (even if subject to conditions) that is:

- 370 (1) signed by Buyer; or
- 371 (2) accompanied by Buyer's written direction for delivery.

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy

373 this contingency.

374 ~~CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to~~

375 ~~provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment~~

376 ~~Contingency from the Offer and shifts the risk to Buyer if the loan is not funded:~~

377 ~~■ SELLER TERMINATION RIGHTS:~~ If Buyer does not deliver a loan commitment on or before the Deadline on line 344.

378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of

379 written loan commitment from Buyer.

380 ~~■ FINANCING COMMITMENT UNAVAILABILITY:~~ If a financing commitment is not available on the terms stated in this

381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall

382 promptly deliver written notice to Seller of same including copies of lender(s) rejection letter(s) or other evidence of

383 unavailability.

384  ~~SELLER FINANCING:~~ Seller shall have 10 days after the earlier of:

- 385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or
- 386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same

388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to

390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit

391 worthiness for Seller financing.

392 ~~**IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT**~~ Within \_\_\_\_\_ days ("7" if left blank) after

393 acceptance, Buyer shall deliver to Seller either:

- 394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at
- 395 the time of verification, sufficient funds to close; or
- 396 (2) \_\_\_\_\_

397 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].

398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written

399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain

400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's

401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject

402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of

403 access for an appraisal constitute a financing commitment contingency.

404  ~~APPRAISAL CONTINGENCY:~~ This Offer is contingent upon Buyer or Buyer's lender having the Property appraised

405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated

406 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than

407 the agreed upon purchase price.

408 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy

409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting

410 to the appraised value.

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

412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase

413 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal

414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated

415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.







476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-  
477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
479 or Buyer not more than 20 days ("15" if left blank) after acceptance showing title to the Property as of a date  
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens  
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

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

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

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

500 ~~**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights~~  
501 ~~under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the~~  
502 ~~(written) (oral) **STRIKE ONE** lease(s), if any, are **Property is not leased**~~

503 \_\_\_\_\_  
504 \_\_\_\_\_—Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505  **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than     days ("7" if left blank) before closing, estoppel  
506 letters dated within     days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,  
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease  
508 or tenancy.

#### 509 **DEFINITIONS**

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

513 ■ **BUSINESS DAY:** "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under  
514 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive  
515 registered mail or make regular deliveries on that day.

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

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

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

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

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

529 **INCLUSION OF OPTIONAL PROVISIONS** Terms of this Offer that are preceded by an OPEN BOX (  ) are part of  
530 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.

531 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total  
532 acreage or building square footage figures, provided to Buyer by Seller or by a broker, may be approximate because of  
533 rounding, formulas used or other reasons, unless verified by survey or other means.

534 **CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land,**  
535 **building or room dimensions, if material.**



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

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
544 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  
545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
548 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  
549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
555 the Property.

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

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in  
562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current  
563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

567 If Buyer defaults, Seller may:

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

571 If Seller defaults, Buyer may:

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

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

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

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

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

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign



594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
595 amount of any liability assumed by Buyer.

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

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers  
601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
606 Offer and proceed under lines 571-578.

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

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §  
612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

620 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum A

621 \_\_\_\_\_  
622 \_\_\_\_\_  
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651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange  
652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The  
653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a  
654 result of the exchange.

Property Address: 821 Niagara Avenue, Sheboygan, WI 53081

Page 12 of 12, WB-15

655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
657 658-673.

658 (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
659 660 or 661.

660 Name of Seller's recipient for delivery, if any: \_\_\_\_\_

661 Name of Buyer's recipient for delivery, if any: \_\_\_\_\_

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

663 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

664  (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a  
665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
666 address at line 669 or 670:

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

669 Address for Seller: \_\_\_\_\_

670 Address for Buyer: \_\_\_\_\_

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

672 Email Address for Seller: dmuench@shorelinemetro.com

673 Email Address for Buyer: zinkel@rohdedales.com and JLeibham@foley.com

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

676  **ADDENDA**: The attached Addendum A & Condition Report is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Attorney Ryan J. Zinkel, Rohde Dales LLP

678 Buyer Entity Name (if any): Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City of Sheboygan, Sheboygan County, Wisconsin

679 (x) By: \_\_\_\_\_

680 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

681 (x) \_\_\_\_\_

682 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

683  
684 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
685 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
686 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
687 **COPY OF THIS OFFER.**

688 Seller Entity Name (if any): City of Sheboygan

689 (x) By: \_\_\_\_\_

690 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

691 (x) \_\_\_\_\_

692 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲

693 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

694 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

695 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_

696 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



## ADDENDUM A TO COMMERCIAL OFFER TO PURCHASE

SELLER: City of Sheboygan  
 BUYER: Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City of Sheboygan, Sheboygan County, Wisconsin  
 PROPERTY: 821 Niagara Avenue, Sheboygan, WI 53081

This "**Addendum**" supplements the terms and provisions set out in the preprinted Commercial Offer to Purchase dated June 28, 2023, and is an integral part thereof. In the event any terms and conditions set forth in the preprinted Commercial Offer to Purchase conflict with the terms and conditions of this Addendum, this Addendum shall control. The preprinted Commercial Offer to Purchase and this Addendum are collectively referred to herein as the "Offer."

**Buyer.** The Buyer is Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City of Sheboygan, Sheboygan County, Wisconsin.

**Property.** The Property is a paved/improved parking lot located at 821 Niagara Avenue in the City of Sheboygan, Sheboygan County, Wisconsin, 53081 and is also known as Parking Lot Number 3 of the City of Sheboygan and is known as tax parcel identification no. 59281107180.

**City of Sheboygan Property Transfers.** This Offer is contingent upon the parties agreeing to the additional land/alleys to be transferred at closing as part of this purchase. These areas may include the E/W alley to the South of the Property, a strip of land along the North side of the church playground and a strip of land along the East side of the church playground.

**Approval of Voters Assembly.** The officers of the Buyer acknowledge approval of the Offer to Purchase by them and confirm that the Bylaws of the corporation requires ratification and approval by the Voters' Assembly before consummation of the purchase can be accomplished. The officers of Buyer shall, within 30 days of acceptance, present the accepted Offer to Purchase to the Voters' Assembly of the Buyer for ratification and approval. If the Voters' Assembly of the Buyer rejects the ratification and approval of the Offer to Purchase, then Buyer shall give Seller written notice of the termination of this offer within 3 days of such rejection, in which case all earnest money shall be immediately returned to Buyer.

**Brokers Representation.** No broker, finder or other person has been retained by any party with respect to this transaction. As such, no fees or commissions are due and owing any person or entity as a result of this transaction.

**Attorney Representation.** Parties acknowledge that Attorney Ryan J. Zinkel and the law firm of Rohde Dales LLP represents Buyer in this transaction and Attorney Charles Adams, attorney for the City of Sheboygan represents the Seller in this transaction.



**Drafting.** The language and terminology herein have been negotiated between the parties and the interpretation of this Offer or any provision hereof shall not be construed against either party by virtue of such party drafting all or any portion hereof.

**Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which, upon execution and delivery as prescribed, shall be deemed an original for all purposes. In proving this Agreement, it shall be necessary to account for only one (1) such counterpart signed by the party to be charged.

**Signatures.** Signatures to this Agreement transmitted by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

SELLER:

BUYER:

City of Sheboygan

Trinity Evangelical Lutheran Church of the  
Analtered Augsburg Confession City of  
Sheboygan, Sheboygan County, Wisconsin

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF SHEBOYGAN  
RESOLUTION 47-23-24**

**BY ALDERPERSONS DEKKER, SALAZAR AND MITCHELL.**

**AUGUST 21, 2023.**

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for a 2023 John Deere ProGator 2020A for the Sheboygan Parking Utility and to trade in a 2012 John Deere ProGator 2020A as part of the purchase.

WHEREAS, the City of Sheboygan Parking Utility owns and operates a 2012 John Deere ProGator 2020A for maintaining parking lots, downtown streets, and sidewalks, that is showing its age and requiring more frequent and costly repairs; and

WHEREAS, the City desires to replace the 2012 John Deere ProGator 2020A with a more reliable, newer model; and

WHEREAS, the purchase of vehicles or equipment is not subject to Wisconsin's public construction bidding laws; and

WHEREAS, the City's procurement policy allows the City to join with other units of government in cooperative purchasing plans when doing so would serve the best interest of the City; and

WHEREAS, as a member of the Sourcewell Cooperative Purchasing Consortium, the City is able to purchase a 2023 John Deere ProGator 2020A from Revels Turf and Tractor, LLC of Allenton, Wisconsin, at a reduced rate; and

WHEREAS, Revels Turf and Tractor, LLC has approved a trade in value of \$6,325.00 for the 2012 John Deere ProGator 2020A as part of the purchase.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Revels Turf and Tractor, LLC for the purchase of a 2023 John Deere ProGator 2020A for \$45,896.97 and to trade in the 2012 John Deere ProGator 2020A for \$6,325.00 for a net cost of \$39,571.97.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds in the amount of \$39,571.97 from Account No. 650345-651400 (Parking Utility Administration Fund – Heavy Equipment) 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

Quote Id: 29248815

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Prepared For:  
**CITY OF SHEBOYGAN, INC DEPT OF PUBLIC WORKS ENGINEERING**



Prepared By: **Joshua Malady**

Revels Turf and Tractor, LLC  
717 Main Street  
Allenton, WI 53002

Tel: 847-683-4653  
Fax: 847-683-3978  
Email: [jmalady@revelstractor.com](mailto:jmalady@revelstractor.com)



**Quote Summary**

**Prepared For:**  
CITY OF SHEBOYGAN, INC DEPT OF PUBLIC  
WORKS ENGINEERING  
2026 NEW JERSEY AVE  
SHEBOYGAN, WI 53081

**Prepared By:**  
Joshua Malady  
Revels Turf and Tractor, LLC  
717 Main Street  
Allenton, WI 53002  
Phone: 847-683-4653  
jmalady@revelstractor.com

**Quote Id:** 29248815  
**Created On:** 18 July 2023  
**Last Modified On:** 08 August 2023  
**Expiration Date:** 31 July 2023

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE ProGator 2020A (Gas)	\$ 45,896.97 X	1 =	\$ 45,896.97

**Equipment Total** **\$ 45,896.97**

Trade In Summary	Qty	Each	Extended
2012 JOHN DEERE Pro Gator 2020A - TC202AAT010112	1	\$ 6,325.00	\$ 6,325.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 6,325.00

**Trade In Total** **\$ 6,325.00**

Quote Summary	
Equipment Total	\$ 45,896.97
Trade In	\$ (6,325.00)
Package Discount	\$ 0.00
SubTotal	\$ 39,571.97
Est. Service Agreement Tax	\$ 0.00
Total	\$ 39,571.97
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 39,571.97</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_





Quote Id: 29248815

Customer: CITY OF SHEBOYGAN, INC DEPT OF PUBLIC WORKS  
ENGINEERING

## JOHN DEERE ProGator 2020A (Gas)

Hours:

Stock Number:

Code	Description	Qty
140CTC	ProGator 2020A (Gas)	1

### Standard Options - Per Unit

001A	US/Canada	1
183E	JDLink™ Modem	1
1139	Standard Front Tires 23x10.5-12 (4 PR)	1
1159	Standard Rear Tires 26x12-12 (4 PR)	1
1190	2WD Traction Unit	1
2200	Factory Installed Auxiliary Hydraulics	1
9776	Cargo Box	1

### Other Charges

Freight	1
Setup	1



# Trade In

Quote Id: 29248815

Customer: CITY OF SHEBOYGAN, INC DEPT OF PUBLIC WORKS  
ENGINEERING

2012 JOHN DEERE Pro Gator 2020A

SN# TC202AAT010112

**Machine Details**

**Description**

2012 JOHN DEERE Pro Gator 2020A

SN# TC202AAT010112

Your Trade In Description

**Net Trade Value**

\$ 6,325.00

**Machine Photography**



**CITY OF SHEBOYGAN  
RESOLUTION 48-23-24**

**BY ALDERPERSONS DEKKER AND RUST.**

**AUGUST 21, 2023.**

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 2024 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 2024, 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 2024 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 2024 calendar year.

BE IT FURTHER RESOLVED: That if the grant application is approved, the Finance Director may draw up to \$50,000 from Account No. 400300-641150 (Capital Projects Trees/Forestry) and \$25,000 from Account No. 400-436900 (Capital Projects State Grants-Other)

to make the initial payments so that the Authorized Representative may seek reimbursement from WI DNR.

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. 66-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**August 21, 2023.**

Your Committee to whom was referred DIRECT REFERRAL Res. No. 41-23-24 by Alderpersons Mitchell and Filicky-Peneski appointing Casey Bradley as the new City Administrator effective October 23, 2023 and authorizing the appropriate City officials to enter into an Employment Agreement with Casey Bradley; 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



**EMPLOYMENT CONTRACT**  
**BETWEEN**  
**CITY OF SHEBOYGAN AND CASEY BRADLEY**

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

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

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

**NOW THEREFORE**, the parties agree as follows:

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

- i. **Termination With Cause:** If Employee is removed for cause (malfeasance, misappropriation of funds, etc.) he shall receive no severance.
  - ii. **Termination Without Cause:** If the Common Council votes to termination Employee without cause, the Administrator shall be entitled to one (1) month of severance pay times the numbers of full years of service to the City of Sheboygan at Employee's then current rate of pay, with an amount not to exceed six (6) months of severance. This payment shall be paid in one lump sum.
- 5. Compensation.** City agrees to pay Employee an annual base salary payable in a biweekly schedule of installments at the same time that other City employees are paid. City shall pay Employee an annual base salary of \$ 160,992. Employee will then be placed on the City's compensation plan and receive the same increases as all non-represented employees.
- 6. Relocation Expenses.**
- a. City agrees to provide Employee with \$10,000 for reasonable relocation expenses within the first year of his employment. In order to be eligible for this reimbursement, such housing shall be within 15 miles of the corporate limits of the City of Sheboygan or approved by Council if greater than 15 miles.
  - b. City agrees to provide Employee up to an additional \$5,000 for relocation expenses if housing is within the corporate limits of the City of Sheboygan.
  - c. Relocation expenses will be given as a lump-sum payment based on the above requirements. Employee is required to provide proof of residence to Human Resources prior to receiving any payment. If Employee voluntarily resigns within the first two years of his employment, they will be responsible for reimbursing the City 50% of the relocation expenses paid by the City.
- 7. Hours of Work.** In addition to keeping normal City Hall business hours, Employee is expected to spend additional time to accomplish the duties of the position. Employee, being in an executive position, will also be able to flex his time reasonably and periodically.
- 8. Performance Evaluations.**
- a. City, through the Mayor; Council President; Chair of the Finance & Personnel Committee; and Director of Human Resources and Labor Relations ("city's representatives"), shall review and evaluate the performance of Employee after six months of employment, one year of employment, 18 months of employment, and annually thereafter. A "360 review" shall be conducted at least once during Employee's first year after which, Employee will be evaluated in accordance with then-existing City policy. The "360 review" shall include reviews by each alderperson, the Mayor, and all department heads.

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

### 13. Communications.

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

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

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

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

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

### 18. General Provisions.

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



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


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

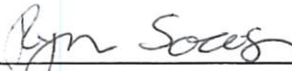
Notice shall be deemed given as of the date of personal service or email, as of the date of delivery by courier, or as of the date five days after the date of deposit in the custody of the U.S. Postal Service.


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

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

**SIGNATURE PAGE FOR CONTRACT**

By:   
Casey Bradley  
Date: 8/11/23

By:   
Ryan Sorenson, Mayor  
Date: 8/28/23

Attest:   
Meredith DeBruin, City Clerk  
Date: 8/28/23

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

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

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**AUGUST 14, 2023.**

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

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

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

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

\_\_\_\_\_  
Ryan Sorenson, Mayor, City of  
Sheboygan

\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

**EMPLOYMENT CONTRACT**  
**BETWEEN**  
**CITY OF SHEBOYGAN AND CASEY BRADLEY**

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

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

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

**NOW THEREFORE**, the parties agree as follows:

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

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

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

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

6. **Relocation Expenses.**

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

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

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

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

8. **Performance Evaluations.**

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



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

### 13. Communications.

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

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

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

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

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

### 18. General Provisions.

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



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

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

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

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

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

SIGNATURE PAGE FOR CONTRACT

By: \_\_\_\_\_  
Casey Bradley

By: \_\_\_\_\_  
Ryan Sorenson, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Meredith DeBruin, City Clerk

Date: \_\_\_\_\_

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

**CITY OF SHEBOYGAN  
R. C. 68-23-24**

**BY PUBLIC WORKS COMMITTEE.**

**August 21, 2023.**

Your Committee to whom was referred Gen. Ord. No. 16-23-24 by Alderpersons Dekker and Rust creating a no parking zone on Broughton Drive north of Ontario Avenue; recommends adopting the Ordinance.

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  
GENERAL ORDINANCE 16-23-24**

**BY ALDERPERSONS DEKKER AND RUST.**

**AUGUST 7, 2023.**

AN ORDINANCE creating a no parking zone on Broughton Drive north of Ontario Avenue.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

**SECTION 1:**        **AMENDMENT** Pursuant to Section 52-108 of the Sheboygan Municipal Code entitled “Prohibitions And Restrictions Authorized,” the west side of Broughton Drive beginning at the north curb line of Ontario Avenue to a point 60 feet north of said north curb line is hereby added to the list of locations where parking is not permitted.

**SECTION 2:**        **AUTHORIZATION TO INSTALL SIGNAGE** The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

**SECTION 3:**        **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 4:**        **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

**CITY OF SHEBOYGAN  
R. C. 72-23-24**

**BY LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE.**

**AUGUST 21, 2023.**

Your Committee to whom was referred Gen. Ord. No. 15-23-24 by Alderpersons Salazar and Felde amending section 52-401 so as to remove provisions related to nonpayment notices and administrative fees related thereto so as to have the penalties for bicycle, skateboard, and in-line skate violations be consistent with those for electric scooter violations, thereby allowing the use of citation writing software for such violations; recommends adopting the Ordinance.

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  
ORDINANCE 15-23-24**

**BY ALDERPERSONS SALAZAR AND FELDE.**

**AUGUST 7, 2023.**

AN ORDINANCE amending section 52-401 so as to remove provisions related to nonpayment notices and administrative fees related thereto so as to have the penalties for bicycle, skateboard, and in-line skate violations be consistent with those for electric scooter violations, thereby allowing the use of citation writing software for such violations.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

**SECTION 1:            AMENDMENT** “Sec 52-401 Forfeitures For Bicycle, Skateboard And In-Line Skate Violations” of the Sheboygan Municipal Code is hereby *amended* as follows:

**AMENDMENT**

Sec 52-401 Forfeitures For Bicycle, Skateboard And In-Line Skate Violations

- (a) The forfeitures for violations of this article shall be \$25.00 for ages 12 years and up. No court costs or witness fees shall be assessed unless the violator desires to appear at a court hearing on such violation.
- (b) Upon receipt from a police officer or parking monitor of a notice of a violation of this article, the violator may:
  - (1) Stipulate guilt and deliver in person or mail the notice of violation together with the forfeiture payment to the city finance department; or
  - (2) Contest the notice of violation by contacting the police department.
- ~~(c) Failure to make payment of the forfeiture or to contest the notice of violation within ten days of issuance shall result in the generation of a first notice of nonpayment. With generation of such notice, a \$10.00 administrative fee shall be assessed. Failure to make payment of the forfeiture and administrative fee as assessed or to contest the notice of violation within 21 days of issuance shall result in the generation of a second and final notice of nonpayment. With generation of the second notice, an additional administrative fee of \$10.00 shall be assessed. Failure to make payment of the forfeiture and administrative fees as assessed or to contest the notice of violations within 31 days of issuance shall result in assessment of the administration fees related to collection via the state debt collection program, if any. No notice of violation may be contested if more than 31 days has passed since issuance thereof.~~

(Code 1997, § 118-447; Ord. No. 127-95-96, § 1(38-130(a)), 4-15-1996; Ord. No. 33-97-98, § 1, 7-7-1997; Ord. No. 101-05-06, § 24, 3-20-2006)

**SECTION 2: 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 3: 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

CITY OF SHEBOYGAN  
GENERAL ORDINANCE 17-23-24

BY ALDERPERSONS DEKKER AND RUST.

AUGUST 21, 2023.

AN ORDINANCE creating a no parking zone at the terminus of South Pier Drive, at the cul-de-sac to prevent parking between 11 p.m. and 4 a.m.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

**SECTION 1:** AMENDMENT Pursuant to Section 52-108 of the Sheboygan Municipal Code entitled "Prohibitions And Restrictions Authorized," both sides of South Pier Drive beginning 895 feet east of the east curb line of Blue Harbor Drive to a point 1,145 feet east of the east curb line of Blue Harbor Drive, and including the entire circular portion of the roadway, are hereby added to the list of locations where parking is not permitted between 11 p.m. and 4 a.m. daily.

**SECTION 2:** AUTHORIZATION TO INSTALL SIGNAGE The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

**SECTION 3:** 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 4:** 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



**CITY OF SHEBOYGAN  
GENERAL ORDINANCE 18-23-24**

**BY ALDERPERSON MITCHELL.**

**AUGUST 21, 2023.**

AN ORDINANCE repealing Gen. Ord. No. 11-04-05 relating to the grant of encroachment privileges to Gurpal Wisconsin Stations, LLC.

WHEREAS, the current owners of the property located at 1026 North 14th Street have advised the City that they no longer need to encroach upon City right of way and have requested that the City terminate the encroachment privilege granted by way of Gen. Ord. No. 11-04-05.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

**SECTION 1:**        **AMENDMENT** Gen. Ord. No. 11-04-05 passed on June 21, 2004 (copy attached), which had granted Gurpal Wisconsin Stations, LLC, their heirs and assigns, the privilege of encroaching upon described portions of Ontario Ave. located at 1026 North 14th Street in the City of Sheboygan, for the purpose of maintaining a canopy and ice storage building, is hereby repealed in its entirety.

**SECTION 2:**        **REGISTER OF DEEDS** The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

**SECTION 3:**        **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 4:**        **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

OFFICE OF CITY CLERK  
SHEBOYGAN, WI  
CITY HALL  
828 Center Ave  
Sheb

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.

*Patricia Lohse*  
City Clerk

X

Gen. Ord. No. 11 - 04 - 05. By Alderpersons Baumann and Peterson.  
June 7, 2004.

AN ORDINANCE granting Gurpal Wisconsin Stations, LLC, its successors and assigns, the privilege of encroaching upon described portions of Ontario Ave. located at 1028 N. 14th St. in the City of Sheboygan for the purpose of maintaining a canopy and ice storage building.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subject to the terms and conditions contained herein, Gurpal Wisconsin Stations, LLC, its successors and assigns, is hereby granted the privilege of encroaching 2.0' south of the north r.o.w. line of Ontario Ave. from 108.0' west of the west r.o.w. line of N. 14th St. to 116.0' west of the west r.o.w. of N. 14th St. containing 16 sq. ft. and a canopy from 15.0' west of the west r.o.w. line of N. 14th St. to 38.0' west of the west r.o.w. line of N. 14th St. and extending SE 15.0' from the north r.o.w. line of Ontario Ave. thence NE 18.0' to the north r.o.w. line of Ontario Ave. containing 135.0 sq. ft., Lots 1 & 2, Blk 89, Original Plat, City of Sheboygan, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Gurpal Wisconsin Stations, LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Gurpal Wisconsin Stations, LLC, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Gurpal Wisconsin Stations, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

1738471

SHEBOYGAN COUNTY, WI  
RECORDED ON

07/01/2004 03:52PM

DARLENE J. NAVIS  
REGISTER OF DEEDS

RECORDING FEE: 13.00  
TRANSFER FEE:

STAFF ID 2  
TRANS # 45749

# OF PAGES: 2



c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

*Plan Comm  
favorable  
Warner / Stepler  
Ord be passed.*

*[Signature]*  
Rene A. [Signature]

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 21st day of June, 2004.

Dated June 23 2004, Susan Richards Deputy City Clerk

Approved June 23 2004, James L. Schraam, Mayor

Proceedings Published June 26 2004

Ordinances Published June 26 2004

Certified June 28 2004 to Atty.; Ord. Book; Dir. of City Dev.; Assessor; DPW; Bldg. Insp.; Eng.; Register of Deeds; Gurple Wisconsin Stations, LLC