

*****ATTACHMENTS*****

II

3.2

R. O. No. 40 - 21 - 22. By CITY CLERK. July 19, 2021.

Submitting a notice of claim from Acuity Insurance for alleged damages to their insured (Randy Roth) skid steer when it was parked in a parking lot at 1749 Broadway Avenue and hit with a rock from a City of Sheboygan lawn mower.

FHP

CITY CLERK

June 22, 2021

SHEBOYGAN CITY
CLERKS OFFICE
ATTN: CLAIMS
828 CENTER AVE.
SHEBOYGAN, WI 53081

Claim Number: RE6260
Date of Loss: 05/12/2021
Insured Name: RZR RENTALS LLC; Randy Roth

NOTICE OF PROPERTY DAMAGE & NOTICE OF CLAIM

Dear Clerks Office:

Pursuant to Section 893.80 Wisconsin State Statute, you are hereby notified that on May 12, 2021 at 1749 Broadway Ave. Sheboygan, Wisconsin 53081, Mr. Randy Roth's 2020 Case Skid Steer was damaged due to The City of Sheboygan's negligence in operating a lawn mower. The damage to Mr. Roth's skid steer was caused as a result of the negligence of the City of Sheboygan's employees and agents.

Mr. Roth's skid steer was parked in a parking lot at 1749 Broadway Ave. in Sheboygan, Wisconsin. The skid steer was unoccupied at the time. One of The City of Sheboygan's employees negligently operated his lawn mower over rocks and one of those rocks struck the front door window of the skid steer owned by Mr. Roth. Acuity has paid out \$1,410.35 in damages thus far. We are pending the invoice for the final damages.

Pursuant to Section 893.80, Acuity, A Mutual Insurance Company, as subrogee of RZR Rentals LLC and whose address is 6626 Paradise Ln. Sheboygan Falls, WI 53085, hereby claims damages from the City of Sheboygan for damages sustained on May 12, 2021. The City of Sheboygan, its supervisors and officers are hereby notified that Acuity, as subrogee of RZR Rentals LLC, claims damages from the City of Sheboygan for the above described damages.

Sincerely,

Courtney Schneider

Courtney Schneider
Senior Inside Claims Representative
cschneider@acuity.com

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Duty served this 6-25-21 20__
at 841 AM DR RD SHERRELL SMITH %
as personal CITY OF SHEBOYGAN
at 828 CENTER AVE SHEBOYGAN
(Street - 1295 - 1100) (City - State - Zip) (Age)
Sheboygan County Wisconsin
by A WALTER 34
Sheboygan County Sheriff's Department

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 40-21-22 claim from Acuity (Randy Roth) and R.O. No. 23-21-22 is a claim from Randy Roth for alleged damages to their skid steer glad door when a stone hit it from a City worker's lawnmower.

REPORT PREPARED BY: Christina Lueptow, Accountant II

REPORT DATE: November 2, 2021

MEETING DATE: November 8, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

R.O. No. 40-21-22 claim from Acuity (Randy Roth) and R.O. No. 23-21-22 is a claim from Randy Roth for alleged damages to their skid steer glad door when a stone hit it from a City worker's lawnmower.

STAFF COMMENTS:

City staff has reviewed the above claim and under authorization of the Common Council granted in Resolution No. 64-17-18, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department has recommended to pay the claim pertaining to R.O. 40-21-22 above in the amount of \$2,131.51 and file the claim pertaining to R.O. 23-21-22.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 40-21-22 and R.O. No. 23-21-22.

ATTACHMENTS:

- I. R.O. No. 40-21-22
- II. R.O. No. 23-21-22

II

33

R. O. No. 23 - 21 - 22. By CITY CLERK. June 7, 2021.

Submitting a notice of claim from Randy Roth for alleged damages to his skid steer glass door when a stone hit it from a City worker's lawnmower.

FAP

CITY CLERK

DATE RECEIVED MAY 28 2021

RECEIVED BY JW

CLAIM NO. 4-21

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: RANDY ROTH RZR RENTAL LLC
2. Home address of Claimant: 6626 PARADISE LANE SHEB. FALLS WI.
3. Home phone number: 920 946-4173
4. Business address and phone number of Claimant: SAME

5. When did damage or injury occur? (date, time of day) 5-19-21 9:00 AM

6. Where did damage or injury occur? (give full description) DOOR OF SKIDSTEER
WAS BROKEN FROM A STONE THAT SHATTERED THE GLASS
STONE CAME FROM CITY LAWN MOWER

7. How did damage or injury occur? (give full description) STONE SHATTERED
GLASS DOOR ON SKIDSTEER

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: STONE CAME FROM
CITY WORKER'S LAWN MOWER AND SHATTERED SKID STEER
DOOR

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

(a) Public property alleged to be dangerous: _____

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

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

"NO INJURIES" DAMAGE TO SKID STEER GLASS DOOR WAS SHATTERED FROM STONE OF CITY WORKER'S LAWN MOWER

11. Name and address of any other person injured: NONE

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

Auto: SKID STEER \$ GETTING LOST TOGETHER

Property: \$ NONE

Personal injury: \$ NONE

Other: (Specify below) \$

TOTAL \$

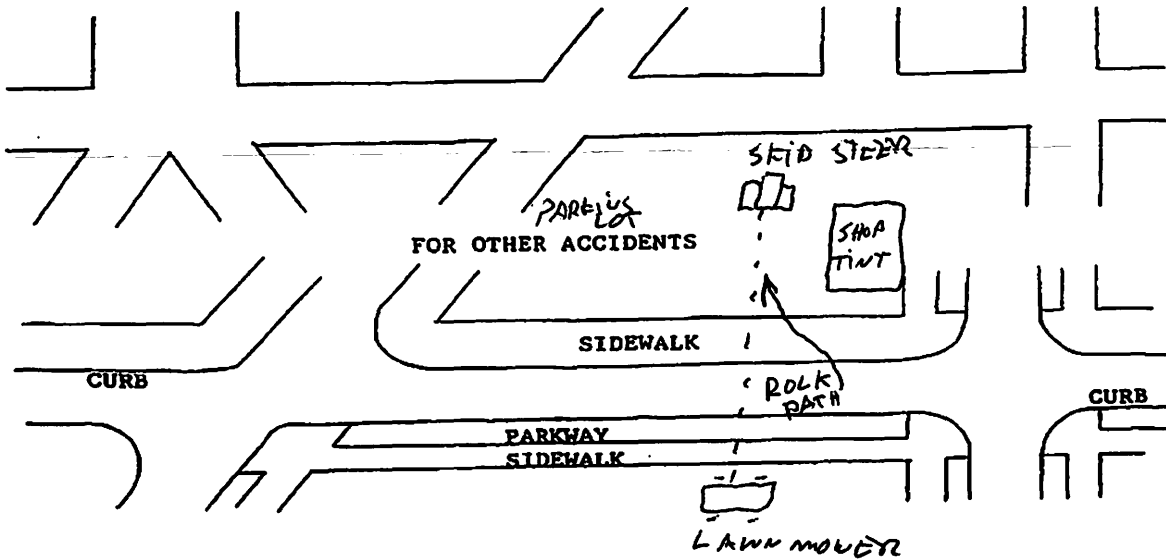
Damaged vehicle (if applicable)

Make: CASE Model: TR 340 Year: 2020 Mileage: 30 HRS.

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 _____ DATE _____

DATE RECEIVED MAY 28 2021

RECEIVED BY JW

CLAIM NO. 4-21

CLAIM

Claimant's Name: _____

Auto \$ _____

Claimant's Address: _____

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ _____

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

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

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

SIGNED Rory Reed

DATE: 5-25-21

ADDRESS: 6626 PARADISE LANE SHEB. FALLS WI
53085

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

II

3.2

R. O. No. 40 - 21 - 22. By CITY CLERK. July 19, 2021.

Submitting a notice of claim from Acuity Insurance for alleged damages to their insured (Randy Roth) skid steer when it was parked in a parking lot at 1749 Broadway Avenue and hit with a rock from a City of Sheboygan lawn mower.

FHP

CITY CLERK

June 22, 2021

SHEBOYGAN CITY
CLERKS OFFICE
ATTN: CLAIMS
828 CENTER AVE.
SHEBOYGAN, WI 53081

Claim Number: RE6260
Date of Loss: 05/12/2021
Insured Name: RZR RENTALS LLC; Randy Roth

NOTICE OF PROPERTY DAMAGE & NOTICE OF CLAIM

Dear Clerks Office:

Pursuant to Section 893.80 Wisconsin State Statute, you are hereby notified that on May 12, 2021 at 1749 Broadway Ave. Sheboygan, Wisconsin 53081, Mr. Randy Roth's 2020 Case Skid Steer was damaged due to The City of Sheboygan's negligence in operating a lawn mower. The damage to Mr. Roth's skid steer was caused as a result of the negligence of the City of Sheboygan's employees and agents.

Mr. Roth's skid steer was parked in a parking lot at 1749 Broadway Ave. in Sheboygan, Wisconsin. The skid steer was unoccupied at the time. One of The City of Sheboygan's employees negligently operated his lawn mower over rocks and one of those rocks struck the front door window of the skid steer owned by Mr. Roth. Acuity has paid out \$1,410.35 in damages thus far. We are pending the invoice for the final damages.

Pursuant to Section 893.80, Acuity, A Mutual Insurance Company, as subrogee of RZR Rentals LLC and whose address is 6626 Paradise Ln. Sheboygan Falls, WI 53085, hereby claims damages from the City of Sheboygan for damages sustained on May 12, 2021. The City of Sheboygan, its supervisors and officers are hereby notified that Acuity, as subrogee of RZR Rentals LLC, claims damages from the City of Sheboygan for the above described damages.

Sincerely,

Courtney Schneider

Courtney Schneider
Senior Inside Claims Representative
cschneider@acuity.com

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Duty served this 6-25-21 20__
at 841 AM DR RD SHERRELL SMITH %
as personal CITY OF SHEBOYGAN
at 828 CENTER AVE SHEBOYGAN
(Street - 1295 - 1100) (City - 1100) (Age)
Sheboygan County Wisconsin
by A WALTER 34
Sheboygan County Sheriff's Department

II

4.3

R. O. No. 78 - 21 - 22. By CITY CLERK. September 7, 2021.

Submitting a claim from Jacob O. Smith for alleged damages to his vehicle when he drove on a roadway that was missing pavement on North 6th Street.

F4P

CITY CLERK

DATE RECEIVED 8-18-21

RECEIVED BY MRC

CLAIM NO. 12-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 18 2021

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: Jacob O. Smith
2. Home address of Claimant: 1918 N 9th St Unit A Sheboygan, WI 53081
3. Home phone number: 920-980-3119
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 8/7/21 14:00

6. Where did damage or injury occur? (give full description) My vehicle's suspension. The missing half lane of gravel was approximately 4-6 inches deep. Reference mechanic quote for damage details. Missing road was in between Huron and Superior Ave on W 6th Street.

7. How did damage or injury occur? (give full description) Due to the missing pavement and 0 warning signs or cones, and a vehicle driving in the oncoming lane, I hit the dip and immediately after my suspension became rattly and felt unsafe to drive. My vehicle is low profile making it more susceptible to damage from unsafe driving conditions.

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: Public road located between Superior and Huron Ave northbound on north 6th St missing pavement and zero cones or signs.

(b) Claimant's statement of basis for such liability: The fact there was no signs or cones, but the lane was gravel with a 4-6 inch dip, is negligent on the city's behalf for not guarding the unpaved area which is a dangerous driving condition with no cones. My vehicle's suspension was severely damaged by this condition and I need compensation for repairs.

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

NO INJURIES. Damaged compression rods (Right and Left),
damaged knuckle spindles (front and left), ^{right} side wheel hub, damaged sway bar
end links (left and right) also dented right front wheel.

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

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

Auto: \$ 3,145.73

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 3,145.73

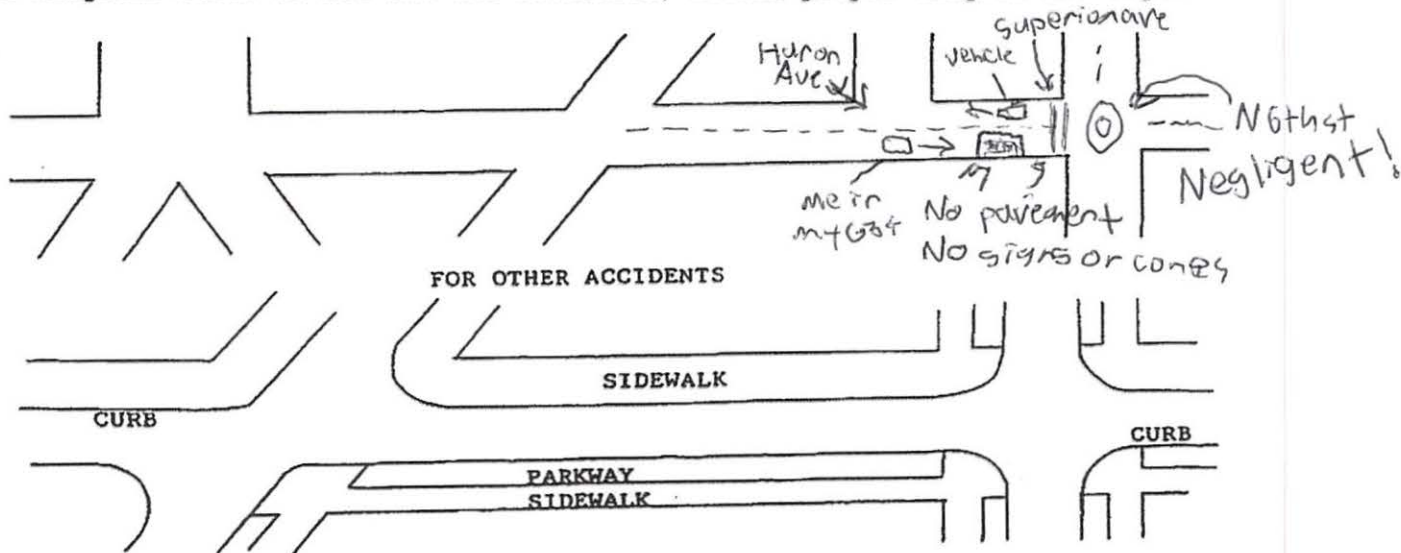
Damaged vehicle (if applicable)

Make: Infiniti Model: G35 Year: 2003 Mileage: 144,000

Names and addresses of witnesses, doctors and hospitals: Officer Mel Mearthy.

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 Jacole Smith DATE 8/18/2021

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Jacob O Smith
 Claimant's Address: 1918 N 9th st
unit A, Sheboygan, WI
 Claimant's Phone No. 920-980-3119

Auto \$ 3,145.73
 Property \$ _____
 Personal Injury \$ _____
 Other (Specify below) \$ _____
TOTAL \$ 3,145.73

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 \$ 3,145.73

SIGNED Jacob Smith

DATE: 8/18/2021

ADDRESS: 1918 N 9th st unit A

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



3667 S Taylor Dr.
Sheboygan, WI 53081
920-453-0240

WE CAN HELP WITH THAT!

Invoice #0007262

8/9/2021
3:37 pm

2003 INFINITI G35
V6-3498 3.5L DOHC
VIN : JNKCV54E23M206143
Mileage : 1
Trans :
License : AFJ5667

SMITH, JACOB

, WI -
:(920) 980-3119

Your Service Writer Today Is: MARK HAVENS

Center: RETAIL

Service Requests:

Category Summary	Parts	Labor	Job Total
COMMENT & DISCLAIMER	\$0.00	\$0.00	\$0.00
STEERING/SUSPENSION	\$2,413.59	\$438.16	\$2,851.75
WHEEL ALIGNMENT	\$0.00	\$89.99	\$89.99

Technician	Service Description	Parts	Labor	Job Total
	Suspension Inspection - hit pot hole		0.00	
	Remove & Replace F Steering Knuckle - Both w/ lower control arms and neew wheel bearings	2413.59	438.16	2851.75
	<i>ROD COMPL-COMPRESSION,FR SUSPENSION</i>	284.23	1	284.23
	<i>ROD COMPL-COMPRESSION,FR SUSPENSION</i>	284.23	1	284.23
	<i>KNUCKLE SPINDLE-LH</i>	629.10	1	629.10
	<i>KNUCKLE SPINDLE-RH</i>	629.10	1	629.10
	<i>HUB ASSY-ROAD WHEEL,FRONT</i>	254.92	2	509.84
	<i>SWAY BAR LINK/KIT</i>	46.92	1	46.92
	<i>SWAY BAR LINK/KIT</i>	30.17	1	30.17
	Left front rim is bent, will need new rim, but will be almost impossible to match aftermarket rim.		0.00	
	Computerized Wheel Alignment.		89.99	89.99

Repair Order Notes

Labor and parts are guaranteed for either 36 months or 36,000 miles, whichever comes first, some limitations apply. Nationwide warranty service is for warranty service outside a 25 mile radius from Sheboygan Auto Helpers.

Sheboygan Auto Helpers is owned & operated by M&C Automotive, LLC.

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

TOTAL PARTS	\$2,413.59
TOTAL LABOR	\$528.15
SUBLET	\$0.00
SHOP SUPPLY	\$39.99
SUBTOTAL	\$2,981.73
OTHER FEES	\$0.00
SALES TAX	\$164.00
INVOICE TOTAL	\$3,145.73
PAID	\$0.00
DUE	\$3,145.73

Customer Signature: _____ Date: _____



Thank you for your business!



SHEBOYGAN POLICE DEPARTMENT

Incident C21-13449

Nature: TRAFFIC CMLNT
Location: N30

Address: N 6TH ST & HURON AVE
SHEBOYGAN WI 53081

Offense Codes: 5499

Received By: VILLA, T

How Received: T

Agency: SPD

Responding Officers: MCCARTHY, MIKE, MCCARTHY, MEL

Responsible Officer: MCCARTHY,
MEL

Disposition: SIT 08/07/21

When Reported: 14:00:38 08/07/21

Occurred Between: 14:00:38 08/07/21 and 14:02:09 08/07/21

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant: 38230

Last: SMITH

First: JACOB

Mid: ORION

DOB: 03/03/00

Dr Lic: S530-4340-0083-06

Address: 1918 N 9TH ST # A

Race: W

Sex: M

Phone: (920)400-2226

City: SHEBOYGAN, WI 53081

Offense Codes

Reported: 9440 ACCIDENT/PROPERTY
DAMAGE

Observed: 5499 TRAFFIC OFFENSE

Additional Offense: 5499 TRAFFIC OFFENSE

Circumstances

LT33 PUBLIC STREET/ROAD

Responding Officers:

MCCARTHY, MIKE

Unit :

283

MCCARTHY, MEL

282

Responsible Officer: MCCARTHY, MEL

Agency: SPD

Received By: VILLA, T

Last Radio Log: 14:15:12 08/07/21 CMLPT

How Received: T TELEPHONE

Clearance: CLR CLEARED

When Reported: 14:00:38 08/07/21

Disposition: SIT **Date:** 08/07/21

Judicial Status:

Occurred between: 14:00:38 08/07/21

Misc Entry:

and: 14:02:09 08/07/21

Modus Operandi:

Description :

Method :

Involvements

Date	Type	Description
-------------	-------------	--------------------

Narrative

SHEBOYGAN CITY POLICE DEPARTMENT
INVESTIGATION NARRATIVE

8/7/21 Unit 282 Squad 8
Video: Yes (body cam)
Statements/Evidence: No
Photos: No

Contact: Jacob O Smith, 3/3/00, 1918A N 9th St, phone 980-3119

On 8/7/21 at approximately 1400 hrs, I, Officer Melanie McCarthy/282, was dispatched to the area of N 6th St and Huron Ave in regards to a possible crash. Dispatch advised that they received a call from Jacob Smith who stated that he drove over a dip in the road from some construction and there was now damage to his vehicle.

Upon arrival, contact was made with Jason. He did point out the area that he was talking about, which I was able to see when I arrived. There appeared to have been some road work done right in front of 1415 N 6th St and there was a small area of the road that was cut out and then filled in with dirt and gravel. The one corner appears to either not have been filled in as well or the gravel was possibly washed away a little from the storm the night before. There are a few inches difference in height just in the one corner from the road and the area that was worked on. Jacob stated that he didn't see it because it wasn't marked and he drove over it and now his car is making a thumping noise by his front passenger side tire. I did look at Jacob's car and I could not see any obvious damage. It should also be noted that there is not much ground clearance on Jacob's car and very little clearance between his tire and the car itself. I advised Jacob that a report would be done.

I did place a cone in that one spot just to let other drivers aware of this but as I was there speaking with Jacob a bunch of cars went past and I watched every car as they moved over slightly to avoid hitting that area. I also had no problem seeing it as I arrived. Dispatch did leave a note for DPW to make them aware of this. M McCarthy/282









CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 78-21-22 is a claim from Jacob Smith for alleged damages to their vehicle from road construction.

REPORT PREPARED BY: Christina Lueptow, Accountant II

REPORT DATE: October 28, 2021

MEETING DATE: November 8, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

R.O. No. 78-21-22 is a claim from Jacob Smith for alleged damages to their vehicle from road construction. Construction was done by a 3rd party company who did not obtain a permit prior to working on the roadway.

STAFF COMMENTS:

City staff has reviewed the above claim and under authorization of the Common Council granted in Resolution No. 64-17-18, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department has denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 78-21-22

ATTACHMENTS:

- I. R.O. No. 78-21-22

II

4.3

R. O. No. 78 - 21 - 22. By CITY CLERK. September 7, 2021.

Submitting a claim from Jacob O. Smith for alleged damages to his vehicle when he drove on a roadway that was missing pavement on North 6th Street.

FAP

CITY CLERK

DATE RECEIVED 8-18-21

RECEIVED BY MRC

CLAIM NO. 12-21

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AUG 18 2021

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1. Name of Claimant: Jacob O. Smith
2. Home address of Claimant: 1918 N 9th St Unit A Sheboygan, WI 53081
3. Home phone number: 920-980-3119
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 8/7/21 14:00

6. Where did damage or injury occur? (give full description) My vehicle's suspension. The missing half lane of gravel was approximately 4-6 inches deep. Reference mechanic quote for damage details. Missing road was in between Huron and Superior Ave on W 6th Street.

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NO INJURIES. Damaged compression rods (Right and Left),
damaged knuckle spindles (front and left), ^{right} side wheel hub, damaged sway bar
end links (left and right) also dented right front wheel.

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

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

Auto:	\$ <u>3,145.73</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
TOTAL	\$ <u>3,145.73</u>

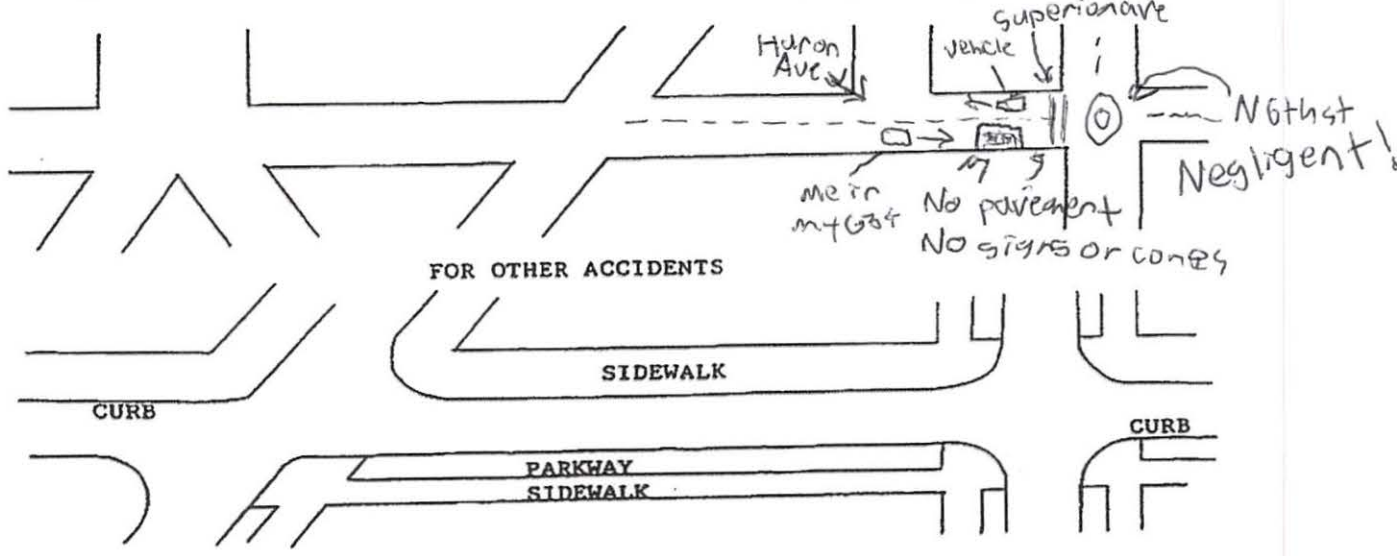
Damaged vehicle (if applicable)

Make: Infiniti Model: G35 Year: 2003 Mileage: 144,000

Names and addresses of witnesses, doctors and hospitals: Officer Mel Mearthy.

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 Jacole Smith DATE 8/18/2021

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Jacob O Smith
 Claimant's Address: 1918 N 9th st
unit A, Sheboygan, WI
 Claimant's Phone No. 920-980-3119

Auto \$ 3,145.73
 Property \$ _____
 Personal Injury \$ _____
 Other (Specify below) \$ _____
TOTAL \$ 3,145.73

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 \$ 3,145.73

SIGNED Jacob Smith DATE: 8/18/2021

ADDRESS: 1918 N 9th st unit A

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



3667 S Taylor Dr.
Sheboygan, WI 53081
920-453-0240

WE CAN HELP WITH THAT!

Invoice #0007262

8/9/2021
3:37 pm

2003 INFINITI G35
V6-3498 3.5L DOHC
VIN : JNKCV54E23M206143
Mileage : 1
Trans :
License : AFJ5667

SMITH, JACOB

, WI -
:(920) 980-3119

Your Service Writer Today Is: MARK HAVENS

Center: RETAIL

Service Requests:

Category Summary	Parts	Labor	Job Total
COMMENT & DISCLAIMER	\$0.00	\$0.00	\$0.00
STEERING/SUSPENSION	\$2,413.59	\$438.16	\$2,851.75
WHEEL ALIGNMENT	\$0.00	\$89.99	\$89.99

Technician	Service Description	Parts	Labor	Job Total
	Suspension Inspection - hit pot hole		0.00	
	Remove & Replace F Steering Knuckle - Both w/ lower control arms and neew wheel bearings	2413.59	438.16	2851.75
	ROD COMPL-COMPRESSION,FR SUSPENSION	284.23	1	284.23
	ROD COMPL-COMPRESSION,FR SUSPENSION	284.23	1	284.23
	KNUCKLE SPINDLE-LH	629.10	1	629.10
	KNUCKLE SPINDLE-RH	629.10	1	629.10
	HUB ASSY-ROAD WHEEL,FRONT	254.92	2	509.84
	SWAY BAR LINK/KIT	46.92	1	46.92
	SWAY BAR LINK/KIT	30.17	1	30.17
	Left front rim is bent, will need new rim, but will be almost impossible to match aftermarket rim.		0.00	
	Computerized Wheel Alignment.		89.99	89.99

Repair Order Notes

Labor and parts are guaranteed for either 36 months or 36,000 miles, whichever comes first, some limitations apply. Nationwide warranty service is for warranty service outside a 25 mile radius from Sheboygan Auto Helpers.

Sheboygan Auto Helpers is owned & operated by M&C Automotive, LLC.

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

TOTAL PARTS	\$2,413.59
TOTAL LABOR	\$528.15
SUBLET	\$0.00
SHOP SUPPLY	\$39.99
SUBTOTAL	\$2,981.73
OTHER FEES	\$0.00
SALES TAX	\$164.00
INVOICE TOTAL	\$3,145.73
PAID	\$0.00
DUE	\$3,145.73

Customer Signature: _____ Date: _____



Thank you for your business!



SHEBOYGAN POLICE DEPARTMENT

Incident C21-13449

Nature: TRAFFIC CMLNT
Location: N30

Address: N 6TH ST & HURON AVE
SHEBOYGAN WI 53081

Offense Codes: 5499

Received By: VILLA, T

How Received: T

Agency: SPD

Responding Officers: MCCARTHY, MIKE, MCCARTHY, MEL

Responsible Officer: MCCARTHY,
MEL

Disposition: SIT 08/07/21

When Reported: 14:00:38 08/07/21

Occurred Between: 14:00:38 08/07/21 and 14:02:09 08/07/21

Assigned To:

Detail:

Date Assigned: **/**/**

Status:

Status Date: **/**/**

Due Date: **/**/**

Complainant: 38230

Last: SMITH

First: JACOB

Mid: ORION

DOB: 03/03/00

Dr Lic: S530-4340-0083-06

Address: 1918 N 9TH ST # A

Race: W

Sex: M

Phone: (920)400-2226

City: SHEBOYGAN, WI 53081

Offense Codes

Reported: 9440 ACCIDENT/PROPERTY
DAMAGE

Observed: 5499 TRAFFIC OFFENSE

Additional Offense: 5499 TRAFFIC OFFENSE

Circumstances

LT33 PUBLIC STREET/ROAD

Responding Officers:

MCCARTHY, MIKE

Unit :

283

MCCARTHY, MEL

282

Responsible Officer: MCCARTHY, MEL

Agency: SPD

Received By: VILLA, T

Last Radio Log: 14:15:12 08/07/21 CMLPT

How Received: T TELEPHONE

Clearance: CLR CLEARED

When Reported: 14:00:38 08/07/21

Disposition: SIT **Date:** 08/07/21

Judicial Status:

Occurred between: 14:00:38 08/07/21

Misc Entry:

and: 14:02:09 08/07/21

Modus Operandi:

Description :

Method :

Involvements

Date	Type	Description
-------------	-------------	--------------------

Narrative

SHEBOYGAN CITY POLICE DEPARTMENT
INVESTIGATION NARRATIVE

8/7/21 Unit 282 Squad 8
Video: Yes (body cam)
Statements/Evidence: No
Photos: No

Contact: Jacob O Smith, 3/3/00, 1918A N 9th St, phone 980-3119

On 8/7/21 at approximately 1400 hrs, I, Officer Melanie McCarthy/282, was dispatched to the area of N 6th St and Huron Ave in regards to a possible crash. Dispatch advised that they received a call from Jacob Smith who stated that he drove over a dip in the road from some construction and there was now damage to his vehicle.

Upon arrival, contact was made with Jason. He did point out the area that he was talking about, which I was able to see when I arrived. There appeared to have been some road work done right in front of 1415 N 6th St and there was a small area of the road that was cut out and then filled in with dirt and gravel. The one corner appears to either not have been filled in as well or the gravel was possibly washed away a little from the storm the night before. There are a few inches difference in height just in the one corner from the road and the area that was worked on. Jacob stated that he didn't see it because it wasn't marked and he drove over it and now his car is making a thumping noise by his front passenger side tire. I did look at Jacob's car and I could not see any obvious damage. It should also be noted that there is not much ground clearance on Jacob's car and very little clearance between his tire and the car itself. I advised Jacob that a report would be done.

I did place a cone in that one spot just to let other drivers aware of this but as I was there speaking with Jacob a bunch of cars went past and I watched every car as they moved over slightly to avoid hitting that area. I also had no problem seeing it as I arrived. Dispatch did leave a note for DPW to make them aware of this. M McCarthy/282









II

4.4

R. O. No. 89 - 21 - 22. By CITY CLERK. October 4, 2021.

Submitting a claim from Jill M. Siebert for alleged injuries that occurred when the Bird scooter she was driving crashed when she was attempting to avoid a bad spot in the road.

FAP

CITY CLERK

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

head injury

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

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

Auto: \$

Property: \$

Personal injury: medical \$ 8006.02

Other: (Specify below) \$

TOTAL \$

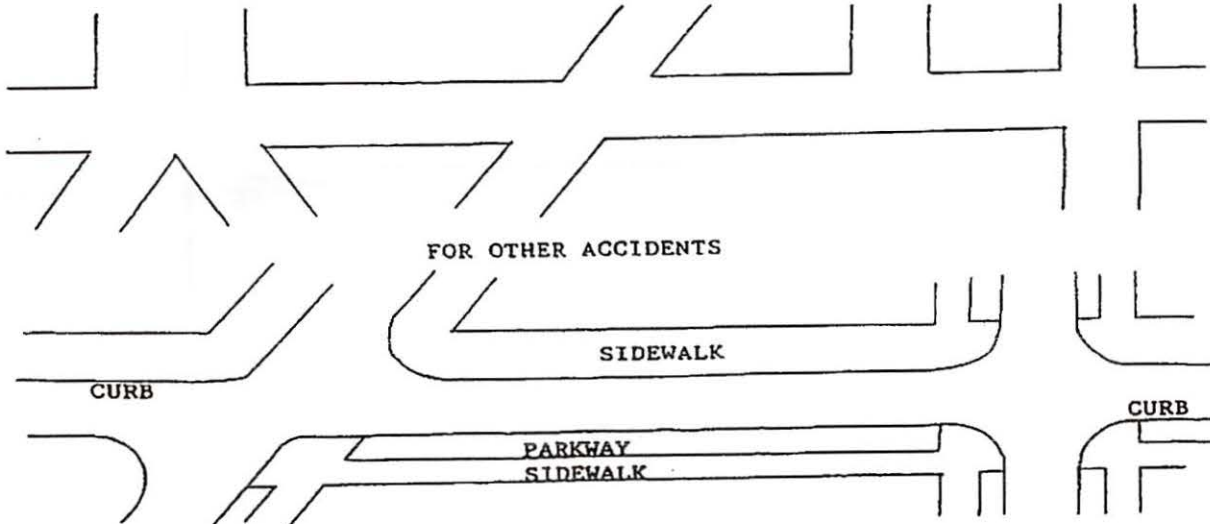
Damaged vehicle (if applicable)

Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

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

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



SIGNATURE OF CLAIMANT

Jim M. Siebert

DATE

9-29-21

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Jill Siebert
 Claimant's Address: N 3445 Bean City Rd
New London, WI
 Claimant's Phone No. 920-359-1178 ⁵⁴⁹⁶¹

Auto \$ _____
 Property \$ _____
 Personal Injury \$ 8006.02
 Other (Specify below) \$ _____
 TOTAL \$ _____

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 8006.02.

SIGNED Jill Siebert

DATE: 9-29-2021

ADDRESS: N 3445 Bean City Rd
New London, WI 54961

MAIL TO: CLERK'S OFFICE
 828 CENTER AVE #100
 SHEBOYGAN, WI 53801

Here's the information we need.

Please fill out this form, and then send it back in the enclosed envelope. If you want to avoid the paperwork, visit anthem.com/subrogation. Or, you can give us a call at 1-866-891-7397 from 8:30 a.m. to 8:00 p.m. Eastern Time, and we'll walk you through it.

First, complete Section A: General accident information. Next, complete only the sections that apply to you (you can skip any sections that don't apply to you). Finally, sign and date the form.

Reference: **119587743**

Section A: General incident information (this is required)

Injury/illness date: 8 / 10 / 2021

Injury/illness location:

Street N 5th St

City Sheboygan State WI ZIP 53081

How did the accident or illness happen?

I fell off a scooter and had a head injury due to a bad road surface

Names of people in your family who have injuries/illnesses (include yourself)

Jill Siebert

What type of injuries/illnesses were sustained?

Concussion

Name of police department at the scene

Sheboygan Police Dept - Bryan Pray Case # CA1-13625

Do you have an attorney representing you for this injury? Yes No

Attorney's firm name _____

Attorney's name _____

Address _____

City _____ State _____ ZIP _____ Phone no. (____) _____

Section B: Motor vehicle accident

Single vehicle Multiple vehicle

Was the other person at fault? Yes No

Has a settlement been reached? Yes No

Settlement date ____/____/____

Responsible person's insurance information

Driver _____ Policy holder _____

Insurance co. _____

Address _____

City _____ State _____ ZIP _____

Claim no. _____ Adjuster _____

Phone no. (____) _____

Vehicle in which patient was a driver or passenger

Policy holder _____

Insurance co. _____

Claim or policy no. _____

Phone no. (____) _____

20210914 018369 11/15/21 Env 10:49:27 of 11:0

018369020200

Reference: 119587743

Section C: Workers' Compensation claim

Was employer notified? Yes No

Have you filed a Workers' Compensation claim? Yes No

If yes, was your claim approved? Yes No Pending

Employer's name _____

Address _____

City _____ State _____ ZIP _____ Phone no. (____) _____

Workers' Comp. insurance co. _____

Address _____

City _____ State _____ ZIP _____ Phone no. (____) _____

Claim (case) no. _____

Settlement date ____/____/____

Workers' Comp. Appeals Board no. _____

Adjuster _____ Phone no. (____) _____

Section D: Slip and fall, medical malpractice, or other liability

Type of injury/illness _____

Name of other party _____

Insurance company _____

Address _____

City _____ State _____ ZIP _____ Phone no. (____) _____

Claim (case) no. _____

Settlement date ____/____/____

Adjuster _____ Phone no. (____) _____

I hereby certify that this information is to the best of my knowledge true and accurate.

Jim M. Subert

9-29-2021

Member/patient or guardian's signature

Date

Relationship to injured person: Spouse

Phone no. (920) 359-1178

We are required by federal law, called the Health Insurance Portability and Accountability Act (HIPAA), to safeguard your Protected Health Information (PHI). PHI means protected health information including identifying information about you, we have collected from you or received from your health care providers, health plans, your employer or a health care clearinghouse. It may include information about your past, present or future physical or mental health or condition, the provision of your health care, and payment for your health care services. We are required by law to maintain the privacy of your Protected Health Information and to provide you with a notice of our legal duties and privacy practices with respect to your Protected Health Information. We are also required to comply with the terms of our current Notice of Privacy Practices which is available to you upon request. Please call the phone number printed on your ID card.

AURORA HEALTH CARE
 PO BOX 343918
 MILWAUKEE, WI 53234-3918
 800-326-2250

THIS IS NOT A BILL

Jill Siebert
 N3445 BEAN CITY RD
 NEW LONDON WI 54961

The following document contains the requested services for Jill Siebert (Guarantor #4729367). If you have any questions, please contact customer service.

<u>Charges</u>	<u>Insurance Payments</u>	<u>Patient Payments</u>	<u>Adjustments</u>	<u>Total Balance</u>
8,006.02	-6,137.51	0.00	0.00	1,868.51

Emergency Visit to AURORA SHEBOYGAN MEMORIAL MEDICAL CENTER Acct #208045139

August 10, 2021

Svc Date	Code	Description	Qty	Amount
Charges				
08/10/21	70450	CT HEAD W/O DYE	1	2,340.00
08/10/21	72125	CT C SPINE W/O DYE	1	2,340.00
08/10/21	99284	ED LEVEL 4	1	1,500.00
08/10/21	G1004	CDSM NAT DECSN SUPRT CO	1	0.01
08/10/21	G1004	CDSM NAT DECSN SUPRT CO	1	0.01
08/10/21	L0150	COLLAR-CERVICAL SEMI-RIGID W/CHIN	1	140.00
Total Charges				6,320.02

Insurance Payments and Adjustments

08/21/21	2060	INSURANCE ADJUSTMENT	1	-0.02
09/08/21	1030	INSURANCE PAYMENT	1	-972.55
09/08/21	2060	INSURANCE ADJUSTMENT	1	-3,542.00
Total Insurance Payments and Adjustments				-4,514.57

Emergency Visit to AURORA SHEBOYGAN MEMORIAL MEDICAL CENTER Acct #208046153

August 10, 2021

Svc Date	Code	Description	Qty	Amount
Charges				
Charges for visit with Andrew Thorson, MD				
08/10/21	99284	EMERGENCY DEPT VISIT,LEVEL IV	1	670.00
Charges for visit with Daniel A Peterson, MD				
08/10/21	70450	CT HEAD/BRAIN NO CONTRAST	1	416.00
08/10/21	72125	CT CERV SPINE NO CONTRAST	1	600.00

Svc Date	Code	Description	Qty	Amount
		Total Charges		1,686.00
Insurance Payments and Adjustments				
08/31/21	1030	INSURANCE PAYMENT	1	-412.83
08/31/21	2060	INSURANCE ADJUSTMENT	1	-257.17
09/08/21	1030	INSURANCE PAYMENT	1	-252.23
09/08/21	2060	INSURANCE ADJUSTMENT	1	-420.34
09/08/21	2060	INSURANCE ADJUSTMENT	1	-280.37
		Total Insurance Payments and Adjustments		-1,622.94



Aurora Health Care

PO Box 0909996
Milwaukee, WI 53209-0996

Statement of Hospital and Physician Services

Statement Date: 09/08/21

Page 1 of 3

Payment Options:

- Pay Online: aurora.org/billing
- Phone: 1-800-326-2250
- Mail: PO Box 809418 Chicago, IL 60680-9418

Account Information

Guarantor Name: SIEBERT, JILL
Guarantor Account Number: 4729367

015076

AUR12A 2493689 59740216

Jill Siebert
 N3445 Bean City Rd
 New London WI 54961-8804

*Jessica
with
Sand
email*



Guarantor Account Summary

Total Amount Owed **\$1,805.45**

*Charge, payment, and adjustment detail can
 be found starting on Page 3*

Payment Plan Information

Monthly Amount: \$0.00
 Payment Plan Balance: \$0.00
 Overdue: \$0.00

Payment Plan Amount Due **\$0.00**
Amount Due not on Payment Plan **\$1,805.45**

Amount Due **\$1,805.45**

Thank you for choosing
Aurora Health Care
 for your health care needs!

Prepping for tax season?
 Submitting medical expenses
 for your Flex Spending
 Account (FSA)?

We can help.

Get payment summaries and
 more at: **Aurora.org/TaxFlex**

Customer Care

- Please contact us for questions, or to discuss a possible payment plan or financial assistance based on need.
- Para español favor llamara a 1-866-629-6033

Hours: Monday - Friday 8:00am - 5:00pm

Contact us: **1-800-326-2250**
customerservice@aah.org



Aurora Health Care

Statement Date
09/08/21

Account	Acct #	Date Due
SIEBERT, JILL	4729367	09/21/21
Amount Due	Amount I am Paying	
\$1,805.45	\$	

Make check payable to **Aurora Health Care**

AURORA HEALTH CARE
 PO Box 809418
 Chicago IL 60680-9418



Select One Payment Enclosed or Choose Card Below



Card # _____
 Exp. Date _____
 Print Cardholder's Name _____
 Signature _____

Detail of New Activity

Thank you for choosing Aurora Health Care. We appreciate your prompt payment for full Amount Due on this statement.

Gracias por elegir Aurora Health Care. Agradecemos su pronto pago del monto total adeudado en este estado.

Date of Service	Description	Charges	Payments/ Adjustments	Balance Due
Patient Name: SIEBERT, JILL				
08/10/21	208045139	Location: ASMMC Emergency Department		
	MEDICAL/SURGICAL SUPPLIES AND DEVICES - GENERAL CLASSIFICATION	140.00		
	CT SCAN - GENERAL CLASSIFICATION	4,680.02		
	EMERGENCY ROOM - GENERAL CLASSIFICATION	1,500.00		
09/08/21	Blue Cross Blue Shield or Anthem Payments		-972.55	
09/08/21	Blue Cross Blue Shield or Anthem Adjustments		-3,542.02	
	Your Responsibility			\$1,805.45
	New Activity Balance Due			\$1,805.45

Total Amount Owed to Aurora (As of this Statement)

\$1,805.45

LiveWell

LiveWell is a free, personalized patient account that lets you manage your health online from absolutely anywhere. Message your doctor, view test results, schedule appointments, and pay your bill online - all from a secure, personalized dashboard.

Claim your LiveWell account now (2-minute sign-up)

1. Go to livewell.aah.org/activate
2. Enter your activation code: 7ZB6V-Z9JX7-HH3KV (expires on: 10/9/2021)
3. Follow the on-screen prompts to set up your free account.

Together let's make healthy happen.

Find out how we're expanding your access to world-class care as one of the 10 largest not-for-profit, integrated health systems in the United States.

Visit AdvocateAuroraHealth.org



*Blue Cross
BlueShield*

What's Included in this Claim

Claim Number 202123510047
Claim Type Medical
Network In Network
Patient Jill(09/24/1959)
Provided By
 Aurora Sheboygan Memorial
Received Aug. 21, 2021
Processed Aug. 25, 2021

Emergency Room-general \$1,500.00

Service Date	Aug. 10, 2021	Plan discount	\$840.66
		Allowed by plan	\$659.34
		Plan paid	\$0.00
		What you pay	\$659.34

Your claim code(s):

Ct Scan-general \$2,340.00

Service Date	Aug. 10, 2021	Plan discount	\$1,311.44
		Allowed by plan	\$1,028.56
		Plan paid	\$58.10
		What you pay	\$970.46

Your claim code(s):

Ct Scan-general \$2,340.00

Service Date	Aug. 10, 2021	Plan discount	\$1,311.44
		Allowed by plan	\$1,028.56
		Plan paid	\$822.85
		What you pay	\$205.71

Your claim code(s):

Medical/surgical Supplies And Devices-prosthetic/orthotic Devices \$140.00

Service Date	Aug. 10, 2021	Plan discount	\$78.46
		Allowed by plan	\$61.54
		Plan paid	\$49.23

Your claim code(s):

What's Included in this Claim

Claim Number 262123174001
Claim Type Medical
Network In Network
Patient Jill(09/24/1959)
Provided By Aurora Health Center
Received Aug. 16, 2021
Processed Aug. 23, 2021

Emergency Dept Visit \$670.00

Service Date	Aug. 10, 2021	Plan discount	\$257.17
		Allowed by plan	\$412.83
		Plan paid	\$0.00
		What you pay	\$412.83

Your claim code(s):

What's Included in this Claim

Claim Number 262123850950
Claim Type Medical
Network In Network
Patient Jill(09/24/1959)
Provided By Aurora Health Center
Received Aug. 25, 2021
Processed Aug. 27, 2021

Ct Neck Spine W/o Dye \$600.00

Service Date	Aug. 10, 2021	Plan discount	\$420.34
		Allowed by plan	\$179.66
		Plan paid	\$143.73
		What you pay	\$35.93

Your claim code(s):

Ct Head/brain W/o Dye \$416.00

Service Date	Aug. 10, 2021	Plan discount	\$280.37
		Allowed by plan	\$135.63
		Plan paid	\$108.50
		What you pay	\$27.13

Your claim code(s):

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 89-21-22 is a claim from Jill Siebert for alleged personal damages while operating a Bird Scooter on a Sheboygan City roadway.

REPORT PREPARED BY: Christina Lueptow, Accountant II

REPORT DATE: November 2, 2021

MEETING DATE: November 8, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

R.O. No. 89-21-22 is a claim from Jill Siebert for alleged personal damages while operating a Bird Scooter on a Sheboygan City roadway.

STAFF COMMENTS:

City staff has reviewed the above claim and under authorization of the Common Council granted in Resolution No. 64-17-18, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department has denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 89-21-22

ATTACHMENTS:

- I. R.O. No. 89-21-22

II

4.4

R. O. No. 89 - 21 - 22. By CITY CLERK. October 4, 2021.

Submitting a claim from Jill M. Siebert for alleged injuries that occurred when the Bird scooter she was driving crashed when she was attempting to avoid a bad spot in the road.

FAP

CITY CLERK

DATE RECEIVED 10-1-21

RECEIVED BY MKCC

CLAIM NO. 14-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

1707 10 130
OCT 01 2021

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: Jill M. Siebert
2. Home address of Claimant: N. 3445 Bean City Rd New London, WI
3. Home phone number: 920-359-1178 SH961
4. Business address and phone number of Claimant: /

5. When did damage or injury occur? (date, time of day) 8-10-21 Afternoon

6. Where did damage or injury occur? (give full description) Case number
N. 5th street ~~claim #~~ #C21-13625

7. How did damage or injury occur? (give full description) I WAS ON A
Bird Scooter and came upon a bad spot
in the road, tried to stop/avoid it and
crashed.

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: Bryan Pray

(b) Claimant's statement of the basis of such liability: Bryan stated
that the City would pay any medical bills.

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

(a) Public property alleged to be dangerous: N 5th st, bad pavement

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

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

head injury

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

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

Auto: \$

Property: \$

Personal injury: medical \$ 8006.02

Other: (Specify below) \$

TOTAL \$

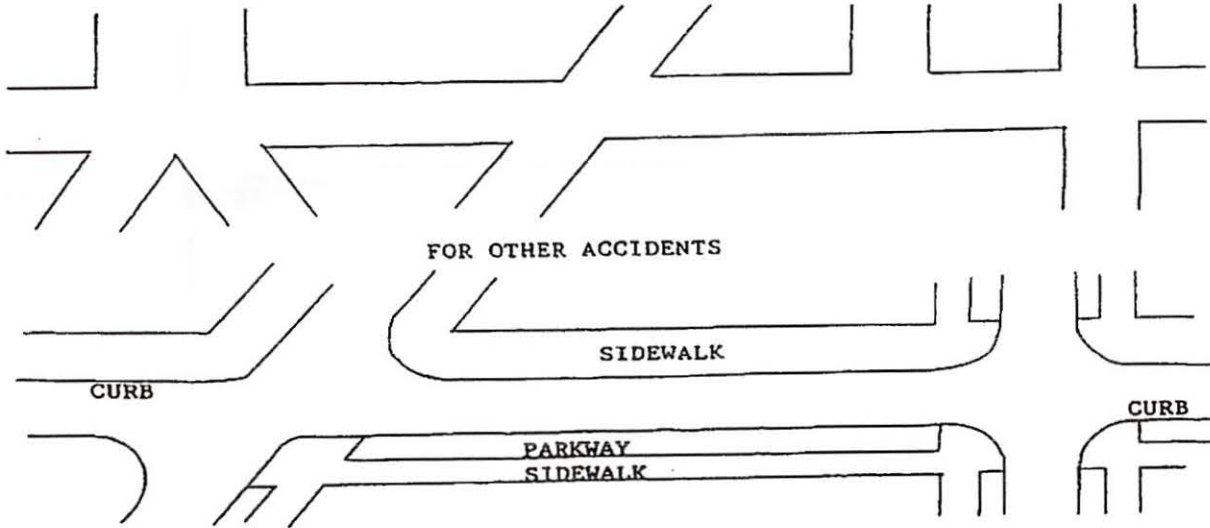
Damaged vehicle (if applicable)

Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

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

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



SIGNATURE OF CLAIMANT

Jim M. Subert

DATE

9-29-21

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Jill Siebert
 Claimant's Address: N 3445 Bean City Rd
New London, WI
 Claimant's Phone No. 920-359-1178 ⁵⁴⁹⁶¹

Auto \$ _____
 Property \$ _____
 Personal Injury \$ 8006.02
 Other (Specify below) \$ _____
 TOTAL \$ _____

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 8006.02.

SIGNED Jill Siebert

DATE: 9-29-2021

ADDRESS: N 3445 Bean City Rd
New London, WI 54961

MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN, WI 53081
53801

September 13, 2021

*****ALL FOR A43C 530

6925 3 AB 0-463
SCOTT A SIEBERT
N3445 BEAN CITY RD
NEW LONDON WI 54961-8804

Dear valued member, please help us figure this out.

You, or someone close to you, got medical care on **08/10/2021**. Your medical plan covered it, so no worries there.

Someone else might actually be responsible for some, or all, of the cost of that care. Maybe another company should have paid instead — like auto insurance or workers' compensation. That is why we sent you this letter.

Helping us figure out who should have paid may lower health care costs for everyone — including you. (It's also in the terms of your plan.)

Would you please let us know whether another person or company is responsible for the expenses? Let's start with two quick questions:

- 1 Was the medical care on **08/10/2021** for an accident-related injury, work injury, or work-related illness?
 Yes No
- 2 Are you making a claim or taking legal action, or do you plan to make a claim or take legal action because of this injury/illness?
 Yes No

If you answered **No** to both of these questions, just sign below and send this letter back in the enclosed envelope. You can respond online at [anthem.com/subrogation](https://www.anthem.com/subrogation) instead, or call us at **1-866-891-7397**.

If you answered **Yes** to any of the questions, please fill out the form and send it back in the enclosed envelope, complete the form online at [anthem.com/subrogation](https://www.anthem.com/subrogation) or call us at **1-866-891-7397**.



Signature

Date

Important Details

Reference
119587743

Patient Name
JILL M SIEBERT

Date of Service
August 10, 2021

Doctor
AURORA SHEBOYGAN MEMORIAL

On Behalf of
Anthem Blue Cross and Blue Shield

Need help?
Call us at 1-866-891-7397 from 8:30 a.m. to 8:00 p.m. Eastern Time. If the person who got care is 18 or older, then that person has to call. (TTY/TDD: 711)

Para recibir ayuda en español sin costo adicional, comuníquese con nosotros al 1-866-891-7397 de lunes a viernes.

Here's the information we need.

Please fill out this form, and then send it back in the enclosed envelope. If you want to avoid the paperwork, visit anthem.com/subrogation. Or, you can give us a call at 1-866-891-7397 from 8:30 a.m. to 8:00 p.m. Eastern Time, and we'll walk you through it.

First, complete Section A: General accident information. Next, complete only the sections that apply to you (you can skip any sections that don't apply to you). Finally, sign and date the form.

Reference: **119587743**

Section A: General incident information (this is required)

Injury/illness date: 8 / 10 / 2021

Injury/illness location:

Street N 5th St

City Sheboygan State WI ZIP 53081

How did the accident or illness happen?

I fell off a scooter and had a head injury due to a bad road surface

Names of people in your family who have injuries/illnesses (include yourself)

Jill Siebert

What type of injuries/illnesses were sustained?

Concussion

Name of police department at the scene

Sheboygan Police Dept - Bryan Pray Case # CA1-13625

Do you have an attorney representing you for this injury? Yes No

Attorney's firm name _____

Attorney's name _____

Address _____

City _____ State _____ ZIP _____ Phone no. (____) _____

Section B: Motor vehicle accident

Single vehicle Multiple vehicle

Was the other person at fault? Yes No

Has a settlement been reached? Yes No

Settlement date ____/____/____

Responsible person's insurance information

Driver _____ Policy holder _____

Insurance co. _____

Address _____

City _____ State _____ ZIP _____

Claim no. _____ Adjuster _____

Phone no. (____) _____

Vehicle in which patient was a driver or passenger

Policy holder _____

Insurance co. _____

Claim or policy no. _____

Phone no. (____) _____

20210914 018369 11/15/21 Env 10:49:27 of 11:0

018369020200

Reference: 119587743

Section C: Workers' Compensation claim

Was employer notified? Yes No

Have you filed a Workers' Compensation claim? Yes No

If yes, was your claim approved? Yes No Pending

Employer's name _____

Address _____

City _____ State _____ ZIP _____ Phone no. (____) _____

Workers' Comp. insurance co. _____

Address _____

City _____ State _____ ZIP _____ Phone no. (____) _____

Claim (case) no. _____

Settlement date ____/____/____

Workers' Comp. Appeals Board no. _____

Adjuster _____ Phone no. (____) _____

Section D: Slip and fall, medical malpractice, or other liability

Type of injury/illness _____

Name of other party _____

Insurance company _____

Address _____

City _____ State _____ ZIP _____ Phone no. (____) _____

Claim (case) no. _____

Settlement date ____/____/____

Adjuster _____ Phone no. (____) _____

I hereby certify that this information is to the best of my knowledge true and accurate.

Jim M. Subert

9-29-2021

Member/patient or guardian's signature

Date

Relationship to injured person: Spouse

Phone no. (920) 359-1178

We are required by federal law, called the Health Insurance Portability and Accountability Act (HIPAA), to safeguard your Protected Health Information (PHI). PHI means protected health information including identifying information about you, we have collected from you or received from your health care providers, health plans, your employer or a health care clearinghouse. It may include information about your past, present or future physical or mental health or condition, the provision of your health care, and payment for your health care services. We are required by law to maintain the privacy of your Protected Health Information and to provide you with a notice of our legal duties and privacy practices with respect to your Protected Health Information. We are also required to comply with the terms of our current Notice of Privacy Practices which is available to you upon request. Please call the phone number printed on your ID card.

AURORA HEALTH CARE
 PO BOX 343918
 MILWAUKEE, WI 53234-3918
 800-326-2250

THIS IS NOT A BILL

Jill Siebert
 N3445 BEAN CITY RD
 NEW LONDON WI 54961

The following document contains the requested services for Jill Siebert (Guarantor #4729367). If you have any questions, please contact customer service.

<u>Charges</u>	<u>Insurance Payments</u>	<u>Patient Payments</u>	<u>Adjustments</u>	<u>Total Balance</u>
8,006.02	-6,137.51	0.00	0.00	1,868.51

Emergency Visit to AURORA SHEBOYGAN MEMORIAL MEDICAL CENTER Acct #208045139

August 10, 2021

Svc Date	Code	Description	Qty	Amount
Charges				
08/10/21	70450	CT HEAD W/O DYE	1	2,340.00
08/10/21	72125	CT C SPINE W/O DYE	1	2,340.00
08/10/21	99284	ED LEVEL 4	1	1,500.00
08/10/21	G1004	CDSM NAT DECSN SUPRT CO	1	0.01
08/10/21	G1004	CDSM NAT DECSN SUPRT CO	1	0.01
08/10/21	L0150	COLLAR-CERVICAL SEMI-RIGID W/CHIN	1	140.00
Total Charges				6,320.02

Insurance Payments and Adjustments

08/21/21	2060	INSURANCE ADJUSTMENT	1	-0.02
09/08/21	1030	INSURANCE PAYMENT	1	-972.55
09/08/21	2060	INSURANCE ADJUSTMENT	1	-3,542.00
Total Insurance Payments and Adjustments				-4,514.57

Emergency Visit to AURORA SHEBOYGAN MEMORIAL MEDICAL CENTER Acct #208046153

August 10, 2021

Svc Date	Code	Description	Qty	Amount
Charges				
Charges for visit with Andrew Thorson, MD				
08/10/21	99284	EMERGENCY DEPT VISIT,LEVEL IV	1	670.00
Charges for visit with Daniel A Peterson, MD				
08/10/21	70450	CT HEAD/BRAIN NO CONTRAST	1	416.00
08/10/21	72125	CT CERV SPINE NO CONTRAST	1	600.00

Svc Date	Code	Description	Qty	Amount
		Total Charges		1,686.00
Insurance Payments and Adjustments				
08/31/21	1030	INSURANCE PAYMENT	1	-412.83
08/31/21	2060	INSURANCE ADJUSTMENT	1	-257.17
09/08/21	1030	INSURANCE PAYMENT	1	-252.23
09/08/21	2060	INSURANCE ADJUSTMENT	1	-420.34
09/08/21	2060	INSURANCE ADJUSTMENT	1	-280.37
		Total Insurance Payments and Adjustments		-1,622.94



Aurora Health Care

PO Box 0909996
Milwaukee, WI 53209-0996

Statement of Hospital and Physician Services

Statement Date: 09/08/21

Page 1 of 3

Payment Options:

- Pay Online: aurora.org/billing
- Phone: 1-800-326-2250
- Mail: PO Box 809418 Chicago, IL 60680-9418

Account Information

Guarantor Name: SIEBERT, JILL
Guarantor Account Number: 4729367

015076

AUR12A 2493689 59740216

Jill Siebert
 N3445 Bean City Rd
 New London WI 54961-8804

*Jessica
with
Sand
email*



Guarantor Account Summary

Total Amount Owed **\$1,805.45**

*Charge, payment, and adjustment detail can
 be found starting on Page 3*

Payment Plan Information

Monthly Amount: \$0.00
 Payment Plan Balance: \$0.00
 Overdue: \$0.00

Payment Plan Amount Due **\$0.00**
Amount Due not on Payment Plan **\$1,805.45**

Amount Due **\$1,805.45**

Thank you for choosing
Aurora Health Care
 for your health care needs!

Prepping for tax season?
 Submitting medical expenses
 for your Flex Spending
 Account (FSA)?

We can help.

Get payment summaries and
 more at: **Aurora.org/TaxFlex**

Customer Care

- Please contact us for questions, or to discuss a possible payment plan or financial assistance based on need.
- Para español favor llamara a 1-866-629-6033

Hours: Monday - Friday 8:00am - 5:00pm

Contact us: **1-800-326-2250**
customerservice@aah.org



Aurora Health Care

Statement Date
09/08/21

Account	Acct #	Date Due
SIEBERT, JILL	4729367	09/21/21
Amount Due	Amount I am Paying	
\$1,805.45	\$	

Make check payable to **Aurora Health Care**

AURORA HEALTH CARE
 PO Box 809418
 Chicago IL 60680-9418



Select One Payment Enclosed or Choose Card Below



Card # _____
 Exp. Date _____
 Print Cardholder's Name _____
 Signature _____

Detail of New Activity

Thank you for choosing Aurora Health Care. We appreciate your prompt payment for full Amount Due on this statement.

Gracias por elegir Aurora Health Care. Agradecemos su pronto pago del monto total adeudado en este estado.

Date of Service	Description	Charges	Payments/ Adjustments	Balance Due
Patient Name: SIEBERT, JILL				
08/10/21	208045139	Location: ASMMC Emergency Department		
	MEDICAL/SURGICAL SUPPLIES AND DEVICES - GENERAL CLASSIFICATION	140.00		
	CT SCAN - GENERAL CLASSIFICATION	4,680.02		
	EMERGENCY ROOM - GENERAL CLASSIFICATION	1,500.00		
09/08/21	Blue Cross Blue Shield or Anthem Payments		-972.55	
09/08/21	Blue Cross Blue Shield or Anthem Adjustments		-3,542.02	
	Your Responsibility			\$1,805.45
	New Activity Balance Due			\$1,805.45

Total Amount Owed to Aurora (As of this Statement)

\$1,805.45

LiveWell

LiveWell is a free, personalized patient account that lets you manage your health online from absolutely anywhere. Message your doctor, view test results, schedule appointments, and pay your bill online - all from a secure, personalized dashboard.

Claim your LiveWell account now (2-minute sign-up)

1. Go to livewell.aah.org/activate
2. Enter your activation code: **7ZB6V-Z9JX7-HH3KV** (expires on: 10/9/2021)
3. Follow the on-screen prompts to set up your free account.

Together let's make healthy happen.

Find out how we're expanding your access to world-class care as one of the 10 largest not-for-profit, integrated health systems in the United States.

Visit AdvocateAuroraHealth.org



*Blue Cross
BlueShield*

What's Included in this Claim

Claim Number 202123510047
Claim Type Medical
Network In Network
Patient Jill(09/24/1959)
Provided By
 Aurora Sheboygan Memorial
Received Aug. 21, 2021
Processed Aug. 25, 2021

Emergency Room-general \$1,500.00

Service Date	Aug. 10, 2021	Plan discount	\$840.66
		Allowed by plan	\$659.34
		Plan paid	\$0.00
		What you pay	\$659.34

Your claim code(s):

Ct Scan-general \$2,340.00

Service Date	Aug. 10, 2021	Plan discount	\$1,311.44
		Allowed by plan	\$1,028.56
		Plan paid	\$58.10
		What you pay	\$970.46

Your claim code(s):

Ct Scan-general \$2,340.00

Service Date	Aug. 10, 2021	Plan discount	\$1,311.44
		Allowed by plan	\$1,028.56
		Plan paid	\$822.85
		What you pay	\$205.71

Your claim code(s):

Medical/surgical Supplies And Devices-prosthetic/orthotic Devices \$140.00

Service Date	Aug. 10, 2021	Plan discount	\$78.46
		Allowed by plan	\$61.54
		Plan paid	\$49.23

Your claim code(s):

What's Included in this Claim

Claim Number 262123174001
Claim Type Medical
Network In Network
Patient Jill(09/24/1959)
Provided By Aurora Health Center
Received Aug. 16, 2021
Processed Aug. 23, 2021

Emergency Dept Visit \$670.00

Service Date	Aug. 10, 2021	Plan discount	\$257.17
		Allowed by plan	\$412.83
		Plan paid	\$0.00
		What you pay	\$412.83

Your claim code(s):

What's Included in this Claim

Claim Number 262123850950
Claim Type Medical
Network In Network
Patient Jill(09/24/1959)
Provided By Aurora Health Center
Received Aug. 25, 2021
Processed Aug. 27, 2021

Ct Neck Spine W/o Dye \$600.00

Service Date	Aug. 10, 2021	Plan discount	\$420.34
		Allowed by plan	\$179.66
		Plan paid	\$143.73
		What you pay	\$35.93

Your claim code(s):

Ct Head/brain W/o Dye \$416.00

Service Date	Aug. 10, 2021	Plan discount	\$280.37
		Allowed by plan	\$135.63
		Plan paid	\$108.50
		What you pay	\$27.13

Your claim code(s):

R. O. No. 90 - 21 - 22. By CITY CLERK. October 18, 2021.

Submitting a claim from Greg McGuire for alleged damages to his property at 913A St. Clair Avenue when a garbage truck broke a hand railing on the back porch.

FAP

CITY CLERK

DATE RECEIVED 10-4-2021

RECEIVED BY MKC

CLAIM NO. 15-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

OCT 04 2021

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: GREG McGUIRE
- 2. Home address of Claimant: 502 GLENVIEW DR MADISON WI
- 3. Home phone number: (608) 279 2940
- 4. Business address and phone number of Claimant: SAME

5. When did damage or injury occur? (date, time of day) Sept. normal w/ schedule

6. Where did damage or injury occur? (give full description) 913A ST-CLAIR AVE, SHEBOYGAN WI. ALLEY ENTRANCE. GARBAGE TRUCK BROKE A HAND RAILING ON BACK PORCH.

7. How did damage or injury occur? (give full description) GARBAGE TRUCK HIT THE RAILING while picking up GARBAGE. TENANT WITNESSED IT (PIC. AVAILABLE) (DECK RAILING > 15' needs replacement.)

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: UNKNOWN

(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: _____

01/11/11

100-80-01

15-21

MEMORANDUM FOR THE DIRECTOR, FBI
FROM: SAC, NEW YORK (100-80-01)

RE: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

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

BACK DECK RAILING IS BROKEN AT BASE. NO KNOWN INJURIES BUT RAILING IS NOW UNSAFE

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

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

Auto: \$ _____

Property: \$ 1500

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 1500

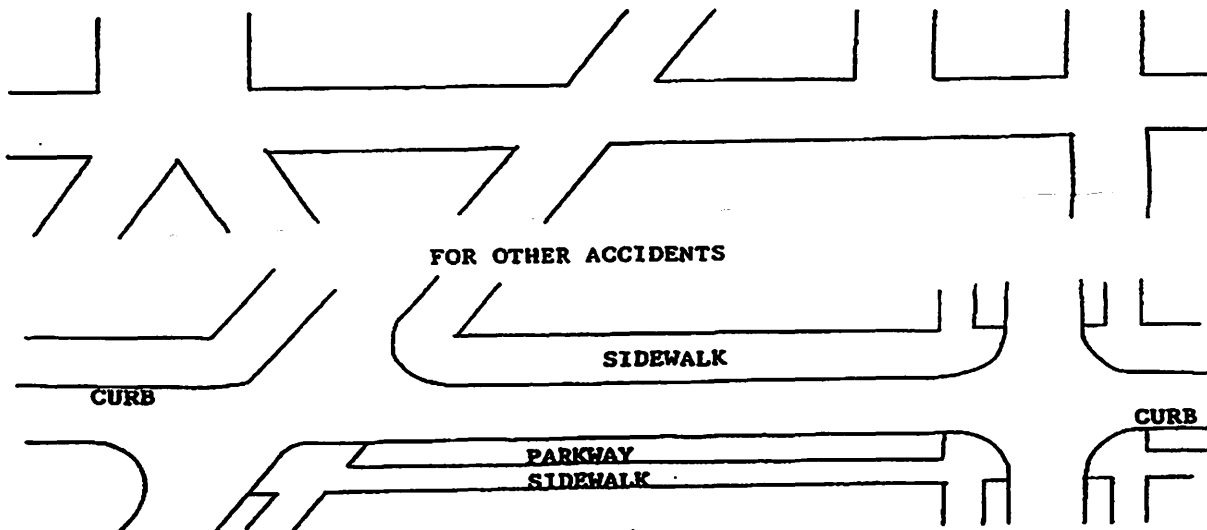
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

[Handwritten Signature]

DATE

10/1/2021

1918
No. 1000

PLANT INDUSTRY
BUREAU OF PLANT INDUSTRY
WASHINGTON, D. C.

PLANT INDUSTRY
BUREAU OF PLANT INDUSTRY
WASHINGTON, D. C.

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WASHINGTON, D. C.

PLANT INDUSTRY
BUREAU OF PLANT INDUSTRY
WASHINGTON, D. C.

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: GREG MCGUIN Auto \$ _____

Claimant's Address: 502 Glenview Dr Property \$ 1500

MADISON WI 53716 Personal Injury \$ _____

Claimant's Phone No. (608) 279 2948 Other (Specify below) \$ _____

TOTAL \$ 1500

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 \$ 1500.

PER Home depot Deck RAILING is \$93 per sq. Foot installed. Total approx. 15 Feet does not include painting.

SIGNED [Signature] DATE: 10/1/2021

ADDRESS: 502 Glenview Dr. MADISON WI 53716

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

NO. OF COPIES

DATE

TO: Mr. J. Edgar Hoover

FROM: Mr. [Name]

SUBJECT: [Subject]

RE: [Reference]

ATTENTION: THIS IS A COPY OF A CONFIDENTIAL REPORT

The following information was obtained from a confidential source who has provided reliable information in the past. It is being furnished to you for your information and is to be held in strict confidence.

[Faint, mostly illegible handwritten notes and signatures]

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 90-21-22 is a claim from Greg McGuire for alleged damages from a garbage truck to the railing on the back porch of their property.

REPORT PREPARED BY: Christina Lueptow, Accountant II

REPORT DATE: October 28, 2021

MEETING DATE: November 8, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

Wisconsin Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS:

R.O. No. 90-21-22 is a claim from Greg McGuire for alleged damages from a garbage truck to the railing on the back porch of their property. Finance requested Greg send in any other pictures or documents pertaining to this claim. No information was received after three attempts via phone and email to obtain these documents.

STAFF COMMENTS:

City staff has reviewed the above claim and under authorization of the Common Council granted in Resolution No. 64-17-18, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department has denied the claim listed above.

ACTION REQUESTED:

Motion R.O. No. 90-21-22 The Common Council receive and file the following documents:
R.O. No. 90-21-22

ATTACHMENTS:

R. O. No. 90 - 21 - 22. By CITY CLERK. October 18, 2021.

Submitting a claim from Greg McGuire for alleged damages to his property at 913A St. Clair Avenue when a garbage truck broke a hand railing on the back porch.

FAP

CITY CLERK

DATE RECEIVED

10-4-2021

RECEIVED BY

MKC

CLAIM NO.

15-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

OCT 04 2021

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- 7. How did damage or injury occur? (give full description) GARBAGE TRUCK HIT THE RAILING while picking up GARBAGE. TENANT WITNESSED IT (PIC. AVAILABLE) (DECK RAILING > 15' needs replacement.)

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: UNKNOWN
- (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 this time. (If there were no injuries, state "NO INJURIES").

BACK DECK RAILING IS BROKEN AT BASE. NO KNOWN INJURIES BUT RAILING IS NOW UNSAFE

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

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

Auto: \$ _____

Property: \$ 1500

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 1500

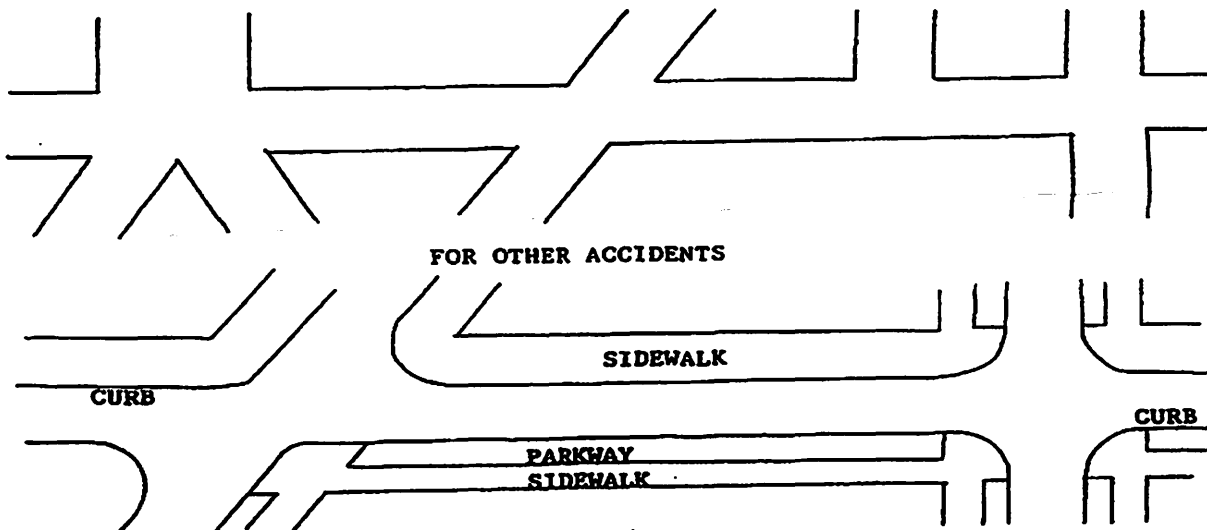
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

[Handwritten Signature]

DATE

10/1/2021

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: GREG MCGUIN Auto \$ _____

Claimant's Address: 502 Glenview Dr Property \$ 1500

MADISON WI 53716 Personal Injury \$ _____

Claimant's Phone No. (608) 279 2948 Other (Specify below) \$ _____

TOTAL \$ 1500

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 \$ 1500.

PER Home depot Deck RAILING is \$93 per sq. Foot installed. Total approx. 15 Feet does not include painting.

SIGNED [Signature] DATE: 10/1/2021

ADDRESS: 502 Glenview Dr. MADISON WI 53716

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

III

5.1

Res. No. 81 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 1, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and

WHEREAS, the Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and

WHEREAS, in 2022, the County will distribute \$1,695,286 to local units of government, which includes \$489,285 to the City of Sheboygan during calendar year 2022, which is an increase of \$43,759 from 2021; and

WHEREAS, in 2022 the County will distribute the funds in two equal installments, one in July and one in September; and

WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and

WHEREAS, it is in its best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

NOW, THEREFORE BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is attached hereto, and agrees to be bound by its terms.

FAP

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan and to take the action necessary to comply with the terms of the Agreement, including filling out "Form A," a copy of which is attached hereto as part of the Intergovernmental Cooperative Agreement.





I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



SHEBOYGAN COUNTY

Vernon Koch
Chairman of the Board

Adam N. Payne
County Administrator

October 11, 2021

Mayor Ryan Sorenson
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081Name

Re: Sheboygan County Transportation Shared Revenue Program

Dear Mr. Sorenson,

As you know, effective January 1, 2017, the Sheboygan County Board enacted the one-half percent county sales tax to help maintain Sheboygan County's transportation system. The County Ordinance includes a provision to share the county sales tax revenue with local units of government to assist you in addressing your own transportation needs. We will be allocating \$1,695,286. We will once again allocate based on your municipality's equalized value. The respective amounts are shown in the enclosed equalized value worksheet. Payments will again be disbursed in two equal installments in July 2022 and September 2022.

Please find enclosed the Sheboygan County Sales Tax Revenue-Sharing Intergovernmental Cooperative Agreement which sets forth the terms and conditions upon which Sheboygan County will share sales tax revenue to assist you in maintaining your roads and bridges. A signed Intergovernmental Cooperative Agreement and signed Form A should be returned to the Sheboygan County Finance Department by December 1st. Once all signatures are attained, a copy of the Intergovernmental Agreement will be returned to you for your records.

We respect and appreciate your role in helping maintain a safe and reliable transportation system, and we are striving to keep the process of sharing this revenue efficient, transparent and straight forward. Thank you for your leadership and support. If you have questions, please don't hesitate to contact us, County Finance Director Wendy Charnon, or County Transportation Director Greg Schnell.

Respectfully yours,

Vernon Koch, County Board Chairperson

Respectfully yours,

Adam Payne, County Administrator

Cc: Finance Director Wendy Charnon
Transportation Director Greg Schnell
Corporation Counsel Crystal Fieber

Enclosed: Intergovernmental Cooperative Agreement
Form A
Equalized Value Worksheet

**Sheboygan County Sales Tax Revenue Sharing with Municipalities
For Budget Year 2022 - PRELIMINARY**

<u>MUNI NAME</u>	<u>2021 EQ VAL LESS TID</u>		<u>PRELIMINARY</u>
	<u>INCREMENT</u>	<u>PERCENT</u>	<u>2022 BUDGET</u>
			<u>ALLOCATION</u>
GREENBUSH	173,449,800	1.59%	\$26,961.00
HERMAN	169,407,300	1.55%	\$26,333.00
HOLLAND	385,937,200	3.54%	\$59,991.00
LIMA	277,564,000	2.55%	\$43,145.00
LYNDON	200,989,900	1.84%	\$31,242.00
MITCHELL	142,887,800	1.31%	\$22,211.00
MOSEL	151,201,000	1.39%	\$23,503.00
TOWN OF PLYMOUTH	412,243,000	3.78%	\$64,080.00
RHINE	436,017,400	4.00%	\$67,775.00
RUSSELL	41,458,000	0.38%	\$6,444.00
SCOTT	183,994,800	1.69%	\$28,601.00
TOWN OF SHEBOYGAN	923,257,800	8.47%	\$143,513.00
TOWN OF SHEBOYGAN FALLS	262,481,900	2.41%	\$40,801.00
SHERMAN	167,680,900	1.54%	\$26,065.00
WILSON	508,862,000	4.67%	\$79,099.00
ADELL	42,809,300	0.39%	\$6,654.00
CASCADE	45,588,800	0.42%	\$7,086.00
CEDAR GROVE	166,946,900	1.53%	\$25,951.00
ELKHART LAKE	337,267,400	3.09%	\$52,426.00
GLENBEULAH	36,681,200	0.34%	\$5,702.00
HOWARDS GROVE	297,343,300	2.73%	\$46,220.00
KOHLER	504,057,400	4.62%	\$78,352.00
OOSTBURG	229,168,900	2.10%	\$35,623.00
RANDOM LAKE	173,954,300	1.60%	\$27,040.00
WALDO	39,964,800	0.37%	\$6,212.00
PLYMOUTH	741,841,100	6.80%	\$115,313.00
SHEBOYGAN	3,147,701,000	28.86%	\$489,285.00
SHEBOYGAN FALLS	705,459,400	6.47%	\$109,658.00
COUNTY TOTAL	<u>10,906,216,600</u>	100.00%	<u>\$1,695,286.00</u>

SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2022 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. **PARTIES.** The parties to the Agreement are the **City of Sheboygan** (Municipality), a municipal corporation with offices at 828 Center Avenue Sheboygan, WI 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. **EFFECTIVE DATE; TERM; TERMINATION.**

A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. **Term.** The term of this Agreement is for calendar year 2022.

C. **Termination – By County.** During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. **Termination – By Municipality.** During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2022, pay to Municipality as a distribution of sales tax revenue, the sum of \$489,285.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall 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 tortious acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. 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. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

[Municipality]

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN COUNTY

By: _____
Adam N. Payne
Sheboygan County Administrator

Date Signed

By: _____
Vernon Koch
County Board Chair

Date Signed

S:\Finance\Administrative\Revenue Sharing Program\FY_2022\IntergovernmentalAgreement.docx



Sheboygan County Shared Revenue Program

Budget Year 2022

(Form A)

Section One

Municipality: _____

Transportation Budget 2021: \$ _____

Transportation Estimated Actual Expenditures for 2021: \$ _____

Transportation Budget Proposed 2022: \$ _____

County Shared Revenue: \$ _____

Is the County Shared Revenue increasing what would have otherwise been accomplished in 2022? (check one) Yes No Project is a multi-year project

Section Two - Transportation Project the revenue will be applied to (*If multiple projects, please complete Form A, Section Two for each project*):

Project(s) Description

Where: _____

What work will be done: _____

Project ID: _____

Total cost of Project: \$ _____

Anticipated start of Project: _____

Anticipated completion of Project: _____

General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

Signature

Date

Title

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 81-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

REPORT PREPARED BY: Finance Director Kaitlyn Krueger

REPORT DATE: November 4, 2021

MEETING DATE: November 8, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

In 2017, the Sheboygan County Board enacted a sales tax to assist financially with the County’s transportation system. As part of this enactment, the County allocates a portion of the sales tax revenue collected to the municipalities based on equalized value. For 2022, the City’s portion of the County Sales Tax revenue is increasing by \$43,759 to \$489,285 from \$445,526 in 2021.

STAFF COMMENTS:

The City is intending to use the sales tax revenue towards the North 10th Street (North Avenue to School Avenue) and St.Clair Avenue (North 9th Street to North 14th Street) projects.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 81-21-22 by Alderperson Mitchell and Filicky-Peneski authorizing the appropriate City official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

ATTACHMENTS:

- I. Res. No. 81-21-22
- II. Sheboygan County Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance 2021 Intergovernmental Cooperative Agreement
- III. Form A – Transportation Projects



Sheboygan County Shared Revenue Program

Budget Year 2022

(Form A)

Section One

Municipality: City of Sheboygan

Transportation Budget 2021: \$ 8,797,800

Transportation Estimated Actual Expenditures for 2021: \$ 8,797,800

Transportation Budget Proposed 2022: \$ 3,050,000

County Shared Revenue: \$ 489,285

Is the County Shared Revenue increasing what would have otherwise been accomplished in 2022? (check one) [X] Yes [] No [] Project is a multi-year project

Section Two - Transportation Project the revenue will be applied to (If multiple projects, please complete Form A, Section Two for each project):

Project(s) Description

Where: North 10th St (North Ave to School Ave) & St.Clair Ave

What work will be done: Street infrastructure improvements

Project ID:

Total cost of Project: \$ 750,000

Anticipated start of Project: June 2022

Anticipated completion of Project: November 2022

General Ledger Accounting Unit (if identifiable):

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

[Handwritten Signature]

Signature

11/4/2021

Date

Finance Director

Title

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 82 – 21- 22 authorizing a budget adjustment and appropriation in the 2021 budget regarding the Human Resources Department.

REPORT PREPARED BY: Finance Director Kaitlyn Krueger

REPORT DATE: November 4, 2021

MEETING DATE: November 8, 2021

FISCAL SUMMARY:

Budget Line Item: 10118100-521900
Budget Summary: N/A
Budgeted Expenditure: 10118100-521900

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The Human Resources Department has incurred unexpected expenses in 2021 primarily due to the turnover of the City’s longtime Benefits Specialist and the Carlson–Dettmann study. At the time this resolution was drafted, the Human Resources Department had \$3,401 of budget remaining for 2021.

STAFF COMMENTS:

The Human Resources staff required the services external auditor, CliftonLarsonAllen (CLA) on two separate occasions. The first was to conduct a Benefits Administration Assessment following the turnover of the long-term Benefits Specialist. The results of this assessment were shared in R.O. 10 – 21 – 22 on May 10, 2021. The second audit is currently ongoing and focuses on severance pay. Carlson-Dettmann is currently performing the City’s compensation study. There were several other smaller contracts that contributed to the unanticipated expense level. Staff is requesting a transfer of \$107,615 from the General Fund Contingency Reserve.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 82 – 21 – 22 authorizing the budget adjustment and appropriation related to unanticipated expenses incurred in the 2021 Human Resources budget.

ATTACHMENTS:

- I. Res. No. 82 – 21 - 22

III

5.2

Res. No. 82 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 1, 2021.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2021 budget regarding the Human Resources Department.

WHEREAS, Staff has reviewed the existing 2021 Budget appropriations and identified the need to re-appropriate funds within the 2021 budget for the Human Resources Department; and

WHEREAS, at this time, the Human Resources Department has a remaining operating budget of \$3,401 for 2021, including wages; and

WHEREAS, there appear to be two primary causes for the Human Resources Department's current budget situation: (1) unanticipated expenses due to the turnover of the City's longtime benefits specialist; and (2) the need to make payments to Carlson-Dettmann Consulting related to the classification and compensation study approved in Res. No. 190-20-21.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for HR Contracted Services (Account No. 10118100-521900) by \$107,615.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation shall come from the General Fund Contingency Reserve (10199020-810103).

FAP
7/3



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 83-21-22 authorizing a transfer in the 2021 budget related to donations and fundraising activities to support the Mayor’s International Committee.

REPORT PREPARED BY: Finance Director Kaitlyn Krueger

REPORT DATE: November 4, 2021

MEETING DATE: November 8, 2021

FISCAL SUMMARY:

STATUTORY REFERENCE:

Budget Line Item: 251501-4671010
Budget Summary: N/A
Budgeted Expenditure: 10199020-810103

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

BACKGROUND / ANALYSIS:

Since the inception of the Mayor’s international committee, revenue and expenses have been tracked through General Fund accounts. Historically, the year-end process involved the remaining revenue being moved into fund balance, or a former Finance Director requesting a budget amendment to carry it forward to a prior year. Due to the specific designation that is associated with these donations, the proper accounting practice would be to separate the monies into a Special Revenue Fund which allows them to be used only for the specific purpose of the International Committee and to be rolled over each year.

STAFF COMMENTS:

Finance staff has created an International Committee Special Revenue Fund in Munis for these transactions to be properly accounted. The remaining revenue as of 12/31/2020 was \$28,230.10. Revenue and expenses for 2021 has begun being tracked in the newly established special revenue accounts. The request transfer of \$27,868.82 will be expensed to the contingency account in the General Fund budget.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. 83-21-22 authorizing a transfer in the 2021 budget related to donations and fundraising activities to support Mayor’s International Committee.

ATTACHMENTS:

- I. Res. No. 83-21-22

III

5.3

Res. No. 83 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 1, 2021.

A RESOLUTION authorizing a transfer in the 2021 budget related to donations and fundraising activities to support the Mayor's International Committee.

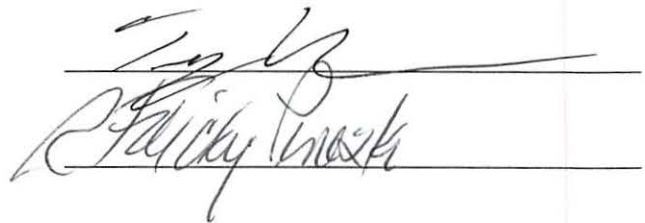
WHEREAS, in the past, some of the donations received in support of the Mayor's International Committee were incorrectly receipted into the General Fund, rather than a Special Revenue Fund, which would segregate the funds for the specified purpose of supporting the International Committee; and

WHEREAS, it is appropriate to correct this past practice; and

WHEREAS, the International Committee Special Revenue Fund is set up as a multi-year fund in which monies remain and rollover each year until spent.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to transfer \$27,868.82 from the General Fund Contingency Reserve (Account No. 10199020-810103) to the International Committee Special Revenue Fund (251501.467101).

F+P
2/3(7)



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 84-21-22 by Alderpersons Dekker & Perella to authorize the appropriate City Officials to issue a purchase order for the purchase of (1) 2022 Model Paratransit Bus from Tesco of Oregon OH, for Shoreline the Shoreline Metro Transportation Fleet.

REPORT PREPARED BY: Bernard R. Rammer Purchasing Agent

REPORT DATE: November 3, 2021

MEETING DATE: November 8, 2021

FISCAL SUMMARY:

Budget Line Item: 65193020-641100
Budget Summary: Transit Capital-
Vehicles
Motor Vehicles 2022
Budgeted Expenditure: \$ 85,000.00
Budgeted Revenue: \$ 66,675.20

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This bus is being purchased off of the State of Wisconsin contract utilizing funding from the Federal Transportation Administration which provides for eighty percent (80%) reimbursement and a twenty percent (20%) local match. This is part of the on-going upgrade and replacement program for this fleet of buses.

STAFF COMMENTS:

The City is able to purchase this bus utilizing both a Federal Grant and competitively bid pricing Through the State of WI Contract. Following receipt of the bus, an older unit in the fleet will be disposed of through either sale at auction or salvage.

ACTION REQUESTED:

A Motion to recommend that the Council approve Resolution # 84-21-22 to authorize the appropriate City Officials to issue a purchase order to Tesco Bus of Oregon OH for the purchase of one, new, 12 passenger paratransit bus in the amount of \$ 83,344.00

ATTACHMENTS:

- I. Res # 84-21-22

III

5.4

Res. No. 84 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 1, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order to Transportation Equipment Sales Corporation (TESCO) for the purchase of one diesel-powered paratransit bus for Shoreline Metro Transportation, and terminating the authorizations in Res. No. 58-21-22 regarding the purchase of a diesel-powered paratransit bus.

WHEREAS, Shoreline Metro Transportation has received a grant from the Federal Transit Administration for the purchase of one diesel-powered paratransit bus; and

WHEREAS, this bus will replace an older unit and be used in the transportation of disabled and elderly clientele throughout Sheboygan County; and

WHEREAS, the grant will allow the City to be reimbursed for 80% of the total cost of the bus; and

WHEREAS, the State of Wisconsin has previously obtained bids for and entered into contracts with vendors of, among other things, medium size paratransit buses (Request for Bids 510366); and

WHEREAS, the State of Wisconsin's Request for Bids 510366 includes the clauses and certifications (including Buy America) required to comply with the Federal Transit Administration's grant terms; and

WHEREAS, the Common Council previously approved Res. No. 58-21-22, which approved the purchase of a medium size paratransit bus from A & J Commercial, but City Staff learned after Res. No. 58-21-22 was approved that the current vendor for medium size paratransit buses under State of Wisconsin Request for Bids 510366 is Transportation Equipment Sales Corporation (TESCO), not A & J Commercial; and

WHEREAS, because A & J Commercial is not the correct vendor, it is appropriate to terminate the authorizations in Res. No. 58-21-22 regarding the purchase of a diesel-powered paratransit bus; and

WHEREAS, as a result of Request for Bids 510366, the State of Wisconsin entered into an agreement with TESCO for the purchase of medium size paratransit buses; and

WHEREAS, relevant federal law and the City's Procurement Policy allows the City to use the State of Wisconsin's contractual terms and prices, like those in Request for Bids 510366, when purchasing goods pursuant to a Federal Transit Administration grant; and

FAP

WHEREAS, a quote for a medium size paratransit bus (including license and title) from TESCO pursuant to the State of Wisconsin's contract with TESCO is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a purchase order in the amount of \$83,344.00 to TESCO for the purchase of one paratransit bus including options, license and title.

BE IT FURTHER RESOLVED: That the Common Council recognizes this purchase order will be subject to the terms and conditions from State of Wisconsin Request for Bids 510366, a copy of which is available at WisconsinDOT.gov.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the bus, not to exceed \$83,344.00, from Transit Capital - Vehicles (Account No. 65193020-641100).

BE IT FURTHER RESOLVED: That upon receipt of the paratransit bus the appropriate City officials are instructed to take the steps necessary to obtain reimbursement of 80% of the purchase price of the bus pursuant to the terms of the grant from the Federal Transit Administration.

BE IT FURTHER RESOLVED: That the authorizations contained in Res. No. 58-21-22 are hereby rescinded.

A handwritten signature in black ink, appearing to read "L. J. ...", is written over two horizontal lines. The signature is cursive and somewhat stylized.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



Proven Quality.
Trusted Name.

Transportation Equipment Sales Corporation

October 15, 2021

County of Sheboygan
Attn: Bernie Rammer
508 New York Avenue
Room 208
Sheboygan, WI 53081

Quote NQ50563-A

Additional Equipment Cost

(2) Spare Tires & Wheels at \$367.00/ea = \$734.00
¾ MarineTech Plywood at \$725.00
GO ES Double Foldaway w/grab handle & level 4 fabric - \$1,470.00
Title & Registration Fee at \$249.50

TOTAL : \$3,178.50

Cathy Hanley
TESCO Regional Sales Rep
Transportation Equipment Sales Corp. (TESCO)
Cell: 847.302.3641
chanley@tescobus.com

10/18/2021

House Account p 419.836.2835

jpappas@tescobus.com f 419.836.8460

6401 Seaman Rd. www.tescobus.com

P.O. Box 167230 419.836.2835

Oregon OH 43616-7230

City of Sheboygan

608 S. Commerce Street
Sheboygan WI 53081

Derek Muench
920-459-3281

dmuench@shorelinemetro.com



Picture is from a similar vehicle

Qty: 1

2022 Elkhart Coach ECII

with a 2022 Ford E450

8 pass. with 3 w/c positions & driver

Engine: 7.3L

Wheelbase: 176

GVWR: 14500

Standard Chassis Equipment

Ford E-450 176" WB w/7.3L V8 Premium Gas Engine
14,500 GVWR
Bluetooth Capable AM/FM Clock Radio w/USB Input & 2 Speakers
Standard 210 AMP Alternator
6 Speed Automatic Transmission
LT225/75RX16E Tires
Engine Block Heater
Vinyl Front Flooring
50 State Emissions
Cruise Control
55 Gallon Fuel Tank
Dual Batteries
Electronic Stability Control
Daytime Running Lights

Standard Body Equipment

Fully Insulated - Steel Cage Body Construction
96" Exterior Width
77" Headroom (75" with Raised Floor)
91 1/4" Interior Width
36" Full-View Aluminum Entry Doors
Emergency Side Egress Windows
Compliant With FMVSS Performance Requirements
Ford QVM Certified Construction
Altoona Tested: 7 year/200,000 Mile
FRP Vacuum-Laminated Seamless One Piece Roof
White Fiberglass Vacuum Laminated Exterior Walls
All Aluminum Skirts
36" x 36" Top T-Slider Windows
Drip Rails Over Windows & Entry Doors

Mor-View Right side Cab Window
Adjustable Exterior Driver Mirrors
White Aluminum Skirts
Rear ABS Fender Flairs
Stylized ABS Rear Trim
ICC Marker Lights Front and Rear
5/8 Exterior Plywood Sub-Floor
QVM Compliant Undercoating
Powder Coated One Piece Steel Rear Bumper
Rear Mud Flaps
Entry Door & Driver Modesty Panels
Entry Door Assist Handles
Step Well Courtesy Light
Gray Vinyl Pads and Cab Area
Smooth Vacuum Laminated FRP Interior Walls
Red Lights at Egress Windows
Master Electronic Printed Circuit Board Control Panel
Manual Reset Circuit Breakers
Color/Function Coded Wiring Harness
Grab Rail, Entrance Vertical Both Sides
Back-up Camera System w/7" Rearview Monitor/Mirror Combo
5 Year - 100,000 Mile Forest River Bus Warranty
LED Interior and Exterior Lights

Body and Chassis Standard Equipment is subject to change without notice and may be replaced by Options Included on next page.

(Line 9)

10/18/2021
House Account p 419.836.2835
jpappas@tescobus.com f 419.836.8460

6401 Seaman Rd. www.tescobus.com
P.O. Box 167230 419.836.2835
Oregon OH 43616-7230

City of Sheboygan
608 S. Commerce Street
Sheboygan WI 53081

Derek Muench
920-459-3281
dmuench@shorelinemetro.com

Options Included

Additional Installed Options

GO ES Double Foldaway w/Grab / Level 4 Fabric
(2) (2) Spare Tires & Wheels
Title & Registration
3/4 MarineTech Flooring

Audio - Video

Four Speakers for OEM Radio, Two in Cab Area & Two in Passenger Cabin

Chassis Options

Disconnect Switch - Battery Cut-Off
Exhaust - Route to Streetside
Mud Flaps - Front, 1 Pair
Alignment - Castor & Camber Kit, Ford Only
Set of (2) Valve Stem Extensions that Secure to the Outside of the Wheel
Battery Box with Slide Out Tray, Gas Only, Ford Only
Running Board
Stepwell - Stainless Steel IPO Standard
Back-Up Alarm

Climate Control

(2) Heater - 65K BTU Wall Mount
A/C 5CR2HD 70K BTU, EZ-5 Evap, CR-2 Roof Mount Condenser, Dual Comp
Stepwell - Front Heated - Per Step, Electric w/Switch (1st Step)

Decals

Decal - "Priority Seating W/C Area", (ADA Required)

Doors

Door - Fuel Fill, Locking
Door - Padded Header at "Rear" Door
36" Electrical Entry Door w/AR&M Electric Door Header
Starter Interrupt for Emergency Door
Rear Door w/2 Windows & Door Ajar Buzzer, 36" Width
Interlock to Prevent Electric Entry Door from Being Opened Unless Trans is in Park

Electronics

Electrical Schematic - Wiring as Built
Electrical Schematic - Laminated Electric Legend on Elec. Door

Exterior

Rub Rails - Black Rubber
Use Weather Pak Exterior Connectors IPO Standard
(300) Skirts - Fiberglass ILOS (Per Inch of Bus, Overall Length)
2" Wide Reflective Tape to Outline Rear of Bus & Run Length of Sidewalls Below Windows
3" Wide Stripe Above Window & 8" Wide Stripe Below Windows on Sidewalls

Floor Covering

Rubber - Step Nosing - Yellow
Rubber - Black w/Radius, w/34" Aisle

Interior

(8) Seating - Go ES Top Grab Rail

Interior - Fuel Tank Access Plate for Sending Unit, Diamond Plate
(6) Seating - Go ES 12" Seat Belt Extender
(12) Seat - Fabric Upgrade to Level 4, (1) Pass Seat
Grab Rail - Entrance Parallel to Steps, Both Sides (ADA Required)
Seat - Driver, Freedman "Shield", Recline, RH Armrest (Ford)
Grab Rail - Ceiling (Both Sides of Aisle) Includes Standee Line & Sign
(6) Seating - Go ES Double AM Foldaway Seat With 3 Point Belts
Upgrade to Adzel Superlite VGX ILO Luan for Interior Walls and Ceiling
Dow R-16 Insulation IPO Standard - Walls Only
Ceiling - Gray FRP Covering

Lighting - Exterior

Light - LED Hooded Light at Entry Door
Light - LED, Midship Turn/Marker
Light - Brake, LED, Set of Two Red Lights Wired Independent of all Other Functions
Light - Brake, LED, Rear Center Mounted Above Door. Must be 7" Round Light
Light - Running Lights, Daytime (Ford)

Lighting - Interior

(2) Light - Interior LED 4" Gray Courtesy, (1) Additional - At Entry Door, On w/Door Open
Light - Interior Lights on With Entry Door Open

Mirrors

Mirrors - Exterior, Manual, ROSCO
Mirrors - Rosco Interior Rear View Mirror 6" x 30"
Mirrors - Exterior Crossover for Front of Bus, ROSCO (Per Side)

Modesty Panels

Modesty Panel - Full Height Adjacent W/C Lift
Modesty Panel - w/Stanchions, Behind Driver
Modesty Panel - Behind Rearmost Tie Down Position

Paratransit Equipment

W/C Door Package- Dbl Doors w/1 Window Ea., 1 Int. Light, 2 Ext. Lights, Door Ajar Alarm, Extra Axle Leaf Spring
Interlock for w/c Lift, Inc. Intermotive Gateway Fast Idle, Interlock & Door Ajar Light
(3) QStraint Q-10007 Tie Down Kit, L-Track, (4) QRT-360 Retractors & QB-6326-A1 Belt
(3) QStraint - Storage Pouch
Braun - Century NCL10003454-2 Lift, FMVSS403, 34" x 54" Platform, 1000 Lb Capacity
Storage Box, Tuffy, Large - 21" x 11" x 12"
Braun - Lift Hand Belt
Braun - Padding Kit for Braun Lift
Add 3" Wide Reflective Tape to Outer Edges of Side Barriers on Platform

Safety

Triangles - Emergency in Box
Fire Extinguisher - 5 LB Cylinder w/Bracket
First Aid Kit - 16 Unit
Cutter - Seat Belt
First Aid - Body Fluid Clean up Kit

Sub-Floor

Floor - Insulated
Huber Advantech 5/8" Engineered Floor Decking IPO Standard
Floor - Raised Flat Floor

Terms: COD

Valid For: 60 Days

Delivery: 90 to 120 Days ARC Subject to Prior Sale

*Rebates are estimated only. Actual rebates will be calculated at time of delivery.

Unit Price	\$86,365.50
Mobility Rebate	(\$1,000.00)
Rebate GPC # QS066	(\$5,200.00)*
Delivery	Included

Unit Total \$80,165.50

Ext. Total	\$80,165.50
Trade-in(s)	\$0.00
Net Total	\$80,165.50

Sales Rep.

Purchaser

Fed Tax ID #

Date

10/18/2021

House Account p 419.836.2835

jpappas@tescobus.com f 419.836.8460

6401 Seaman Rd. www.tescobus.com

P.O. Box 167230 419.836.2835

Oregon OH 43616-7230

City of Sheboygan

608 S. Commerce Street
Sheboygan WI 53081

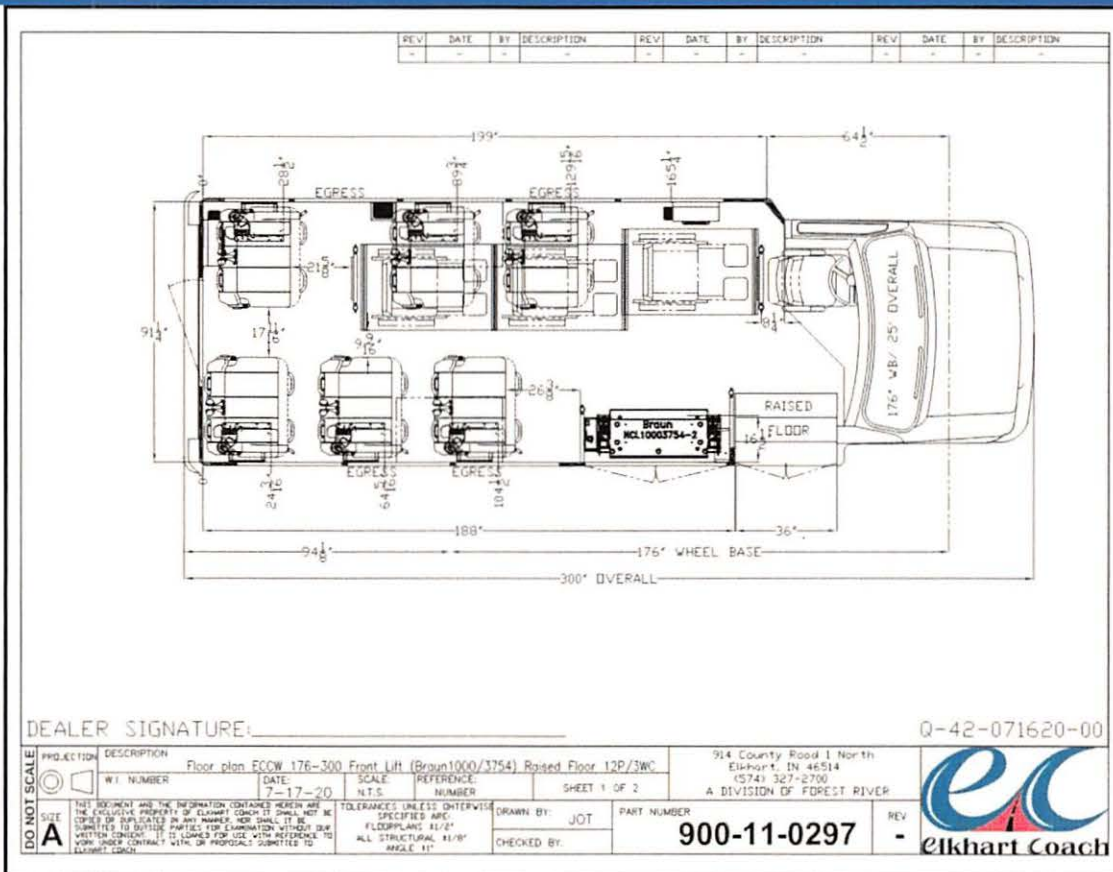
Derek Muench

920-459-3281

dmuench@shorelinemetro.com

Trades

Floorplan



CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 85-21-22, a Resolution authorizing the purchase of parcel 59024346700 on Main Avenue in the Town of Sheboygan for future use by the City.

REPORT PREPARED BY: Chad Pelishek, Director of Planning and Development

REPORT DATE: November 3, 2021 **MEETING DATE:** November 8, 2021

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

Wisconsin Statutes:
Municipal Code: N/A

BACKGROUND / ANALYSIS:

The Gottsacker Family approached the City if we would be interested in purchasing this vacant lot for a future single-family home development. City staff negotiated the purchase price of \$4,000 for the lot. The lot is currently in the Town of Sheboygan and with the city purchasing the property and annexing it to the City, we have the opportunity to clean up an number of annexation issues with properties that are in the Town of Sheboygan completely surrounded by city properties.



III

5.5

Res. No. 85 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
November 1, 2021.

A RESOLUTION authorizing the purchase of parcel no. 59024346700 on Main Avenue in the Town of Sheboygan for future use by the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and Wisconsin Realty Investment Corp n/k/a Gottsacker Real Estate Co., Inc., thereby authorizing the purchase of the property and removing the contingency for Common Council approval found at lines 526-527 of the Vacant Land Offer to Purchase.

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

FAP



I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON October 14, 2021 [DATE] IS (AGENT OF BUYER)
 2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~
 3 **GENERAL PROVISIONS** The Buyer, City of Sheboygan
 4 _____, offers to purchase the Property
 5 known as [Street Address] _____ Tax Parcel Number 59024346700
 6 in the Town _____ of Sheboygan _____, County of Sheboygan _____, Wisconsin (Insert
 7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
 8 ■ PURCHASE PRICE: Four Thousand and 00/100
 9 _____ Dollars (\$ 4,000.00).
 10 ■ EARNEST MONEY of \$ 0 accompanies this Offer and earnest money of \$ 0
 11 will be mailed, or commercially or personally delivered within _____ days of acceptance ~~to listing broker or~~
 12 _____.
 13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
 14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
 15 date of this Offer not excluded at lines 18-19, and the following additional items: none
 16 _____
 17 _____
 18 ■ NOT INCLUDED IN PURCHASE PRICE: N/A
 19 _____
 20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
 21 and will continue to be owned by the lessor.
 22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
 23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.
 24 ■ ZONING: Seller represents that the Property is zoned: Residential
 25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
 26 copies of the Offer.
 27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
 28 running from acceptance provide adequate time for both binding acceptance and performance.
 29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
 30 or before November 1, 2021 _____, Seller may keep the Property on the
 31 market and accept secondary offers after binding acceptance of this Offer.
 32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
 33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
 34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
 35 OR ARE LEFT BLANK.
 36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
 37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
 38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
 39 named at line 40 or 41.
 40 Seller's recipient for delivery (optional): Jo Gottsacker Stroub
 41 Buyer's recipient for delivery (optional): Chad Pelishek, Director of Planning & Development
 42 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
 43 Seller: (_____) _____ Buyer: (_____) _____
 44 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
 45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
 46 delivery to the Party's delivery address at line 49 or 50.
 47 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
 48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
 49 Delivery address for Seller: 707 Eisner Avenue, Sheboygan, WI 53083
 50 Delivery address for Buyer: 828 Center Ave., Suite 208, Sheboygan, WI 53081
 51 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
 52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
 53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
 54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
 55 E-Mail address for Seller (optional): jo@jogottsackerhomes.com
 56 E-Mail address for Buyer (optional): chad.pelishek@sheboyganwi.gov
 57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
 58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

Property Address: Tax Parcel Number 59024346700

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59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
 60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
 61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
 62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
 64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) ~~other than those~~
 65 ~~identified in the Seller's disclosure report dated _____, which was received by Buyer prior to~~
 66 ~~Buyer signing this Offer and which is made a part of this Offer by reference~~ **COMPLETE DATE OR STRIKE AS APPLICABLE**
 67 and _____

68 _____
 69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than December 31, 2021

71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
 73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
 74 assessments, fuel and none

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

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

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

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

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

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

84

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

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
 90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
 91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
 92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
 93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
 99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
 100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
 101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
 102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
 103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
 104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
 105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
 106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

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

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
 112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
 113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
 114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
 115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
 116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
 117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
 118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
 119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
 120 local DNR forester or visit <http://www.dnr.state.wi.us>.

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

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

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

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH:** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING:** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
 191 _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage
 192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
 193 amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years.
 194 Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may
 195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
 196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
 197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
 198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
 199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**

201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
 202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
 203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
 204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
 205 and interest may be adjusted to reflect interest changes.

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
 207 526-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
 209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
 210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
 211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
 212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
 213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
 214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
 215 unacceptability.

216 **CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide**
 217 **the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
 218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
 219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
 221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
 222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
 224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
 225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
 226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
 227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
 228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
 229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
 231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
 232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
 233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
 234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
 235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
 236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
 238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
 239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
 240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
 241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
 242 purchase price, accompanied by a written notice of termination.

243 **CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether**
 244 **deadlines provide adequate time for performance.**

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307 _____

308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
 310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
 311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
 312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
 313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
 315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
 316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
 318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
 319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
 320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
 322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
 323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
 324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
 325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
 326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**

327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
 328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
 330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
 331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
 334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
 335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
 336 proposed use: _____

337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
 339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
 340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
 341 gas _____; sewer _____; water _____;
 342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
 344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
 345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
 347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
 348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
 349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
 350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
 352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
 353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)
 354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
 355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
 356 if any, and:

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
 358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
 359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
 360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
 361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
 362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
 363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
 364 Upon delivery of Buyer's notice, this Offer shall be null and void.

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorney fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

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

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

417 **TITLE EVIDENCE**

418 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and none

424 _____
425 _____
426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ~~**TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.~~

432 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

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

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

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

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

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

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

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

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

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

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

Property Address: Tax Parcel Number 59024346700

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

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

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** This transaction is contingent upon approval by the City of Sheboygan
527 Common Council.

528 _____
529 This offer is contingent upon Buyer obtaining, at its cost, a survey designed to reflect an accurate legal description for the property
530 to be transferred. The Parties agree that, if necessary, the closing date may need to be postponed for a reasonable amount of time
531 in order to obtain the survey.

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

536 _____ on October 14, 2021

537 (x) Ryan Sorenson Ryan Sorenson 10/14/2021
538 Buyer's Signature ▲ Print Name Here ▶ Ryan Sorenson, Mayor Date ▲

539 (x) Meredith DeBruin Meredith DeBruin, City Clerk 10-14-2021
540 Buyer's Signature ▲ Print Name Here ▶ Meredith DeBruin, City Clerk Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by)

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

546 (x) Josephine A Stroub 10/18/2021
547 Seller's Signature ▲ Print Name Here ▶ Wisconsin Realty Investment Corp n/k/a Gottsacker Real Estate Co., Inc. Date ▲

548 (x) Michael J Gottsacker
549 Seller's Signature ▲ Print Name Here ▶ Date ▲

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

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

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲