

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

**BY ALDERPERSONS DEKKER AND SALAZAR.**

**AUGUST 21, 2023.**

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

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

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan



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August 17, 2023

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

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

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

Dear Attorney Adams:

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

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

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

August 17, 2023

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

Sincerely,

**QUARLES & BRADY LLP**



Thomas Cameron

NBOBBE:emb

cc (via e-mail):

Rebecca Speckhard

Kathryn Hoffman

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

**CITY OF SHEBOYGAN**

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

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

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

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



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City Attorney  
City of Sheboygan  
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Sheboygan, WI 53081

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

Dear Attorney Adams:

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

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