



FOURTEENTH REGULAR COMMON COUNCIL MEETING AGENDA

October 17, 2022 at 6:00 PM

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

"The purpose of our lives is to be happy" - Dalai Lama

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

Notice of the 14th Regular Meeting of the 2021-2022 Common Council at 6:00 PM, MONDAY, October 17, 2022 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

OPENING OF MEETING

1. Roll Call

Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely

2. Pledge of Allegiance

3. Approval of Minutes

Thirteenth Regular Council Meeting held on October 03, 2022

4. Public Forum

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

5. Confirmation of Mayoral Appointments

Caroline Richards to the Room Tax Commission and Rebecca Stewart to the Sustainability Task Force

6. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

CONSENT

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

8. R. O. No. 72-22-23 by Board of License Examiners submitting an application for Building Contractor License that is already granted.

9. R. C. No. 108-22-23 by Finance and Personnel Committee to whom was referred various claims and pending claims; recommends filing all claims and pending claims.

- [10.](#) R. C. No. 109-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 67-22-23 by Director of Planning and Development submitting the 2023 Business Improvement District (BID) Statement of Purpose, dated September 20, 2022, and the BID's 2023 Operating Budget; recommends to accept and file.
- [11.](#) R. C. No. 116-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 75-22-23 by Alderpersons Felde and Ackley authorizing the Fire Chief to accept and expend funds received from the United States Department of Homeland Security - Federal Emergency Management Agency ("FEMA") as part of the Assistance to Firefighters Grant ("AFG") Program; recommends adopting the Resolution.
- [12.](#) R. C. No. 113-22-23 by Public Works Committee to whom was referred Res. No. 67-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court; recommends adopting the Resolution.
- [13.](#) R. O. No. 73-22-23 by Director of Planning and Development submitting a letter from the State of Wisconsin Department of Natural Resources informing the City of Sheboygan that the Sheboygan Municipal Armory contamination case met the requirements of Wisconsin Administrative Code chs. NR 700 to 799 for case closure with a continuing obligation.

REPORT OF OFFICERS

- [14.](#) R. O. No. 71-22-23 by Fire Chief pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2022 and ending September 30, 2022. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [15.](#) R. O. No. 70-22-23 by Chief of Police pursuant to section 54-65 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing July 1, 2022 and ending September 30, 2022. REFER TO LICENSING, HEARING, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- [16.](#) Res. No. 80-22-23 by Alderpersons Mitchell and Filicky-Peneski deeming the Director of Human Resources and Labor Relations, or, in the absence of a Director of Human Resources and Labor Relations, the Finance Director/Treasurer, to be the Plan Coordinator for the City of Sheboygan's MissionSquare Retirement Plan. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [17.](#) Res. No. 81-22-23 by Alderpersons Felde, Filicky-Peneski, and Perrella reaffirming the Common Council's commitment to Diversity, Equity, Inclusion, and Belonging. SUSPEND THE RULES AND ADOPT THE RESOLUTION

REPORT OF COMMITTEES

- [18.](#) R. C. No. 110-22-23 by Finance and Personnel Committee to whom was referred Res. No. 77-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the creation of a Crisis Co-Response Pilot Program in conjunction with Sheboygan County and authorizing the expenditure of certain funds to support the Program; recommends adopting the Resolution.
- [19.](#) R. C. No. 111-22-23 by Finance and Personnel Committee to whom was referred Res. No. 78-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting certain changes to the City's Medical Benefit Plan

and Dental Benefit Plan effective for calendar year 2023 coverage and establishing the monthly premium equivalent rates effective for January 2023 coverage and thereafter; recommends adopting the Resolution.

- 20.** R. C. No. 112-22-23 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 11-22-23 by Alderpersons Perrella, Felde, Ramey, Rust, and Salazar amending sec. 82-1 of the Sheboygan Municipal Code so as to provide for a minimum wage of \$15.00 per hour for all City of Sheboygan employees whose compensation is under the authority of the Common Council and set by the City's employee classification and compensation program; recommends adopting the Ordinance.
- 21.** R. C. No. 114-22-23 by Public Works Committee to whom was referred Com. No. 1-22-23 presented to the Council by Alderpersons Felde and Filicky-Peneski submitting a communication from James Slinkman, Senior Vice President, Associate General Counsel for Advocate Aurora Health regarding Aurora Sheboygan Memorial Medical Center Lot Line adjustment for the property commonly known as 2507 N. 7th Street, Sheboygan, WI; recommends to accept and file.
- 22.** R. C. No. 115-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 74-22-23 by Alderpersons Felde and Ackley authorizing the Sheboygan Police Department to apply for, and receive funding from, the Wisconsin Department of Administration's 2022 Law Enforcement Agency Grant; recommends adopting the Resolution.

OTHER MATTERS AUTHORIZED BY LAW

- 23.** R. O. No. 74-22-23 by City Clerk submitting a request from Zach Cotter for approval to hunt deer on a section of woods within the City limits. REFER TO PUBLIC WORKS COMMITTEE

CLOSED SESSION

- 24.** MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in sec. 19.85(1)(f), Wis. Stats. for preliminary consideration of specific personnel problems which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person involved in such problems.

ADJOURN MEETING

- 25.** Motion to Adjourn

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

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



September 28th 2022

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Caroline Richards to be considered for appointment to the Room Tax Commission
- Rebecca Stewart to be considered for appointment to the Sustainability Task Force

Ryan Sorenson
Mayor
City of Sheboygan

Office of the Mayor

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

II

R. O. No. 72 - 22 - 23. By BOARD OF LICENSE EXAMINERS.
October 17, 2022.

Submitting application for Building Contractor License already GRANTED:

4601	Jon E Hendersen	General Contractor
	563 60 th St	
	Caledonia, WI 53108-2303	

BOARD OF LICENSE EXAMINERS

VI

R. C. No. 108 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
October 17, 2022.

Your Committee to whom was referred the below listed claims and pending claims; hereby reports as follows, pursuant to Res. No. 64-17-18:

1. R. O. No. 38-22-23 by City Clerk submitting a claim from James A. Zietz for alleged damages to his vehicle when it was struck by a City of Sheboygan garbage truck while parked;
2. R. O. No. 13-22-23 by City Clerk submitting a pending claim from Nina Stapel for alleged sewer backup in her basement;
3. R. O. No. 69-22-23 by City Clerk submitting a claim from Allstate a/s/o Matthew Friedl for alleged damages to vehicle when it was struck by a City of Sheboygan bus;
4. R. O. No. 27-22-23 by City Clerk submitting a claim from Jody Gallaway for alleged damages to vehicle when it was struck by a falling tree branch on North 25th Street;
5. R. O. No. 35-22-23 by City Clerk submitting a claim from Khue Vang for alleged damages to vehicle when it struck an open sewer pothole on Arizona Avenue;

All R. O.'s have been reviewed by staff with the recommendation to file all claims.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

II

17

Item 9.

R. O. No. 38 - 22 - 23. By CITY CLERK. July 18, 2022.

Submitting a claim from James A. Zietz for alleged damages to his vehicle when it was struck by a City of Sheboygan garbage truck while parked.

CITY CLERK

F+P

DATE RECEIVED

7-5-22

RECEIVED BY

MKE

Item 9.

CLAIM NO.

10-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUL 05 2022

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: JAMES A. ZIETZ
2. Home address of Claimant: 1314 SOUTH 21ST
3. Home phone number: 45-85044
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 6/23/22
6. Where did damage or injury occur? (give full description) SOUTH 21ST ACROSS FROM MY HOUSE
7. How did damage or injury occur? (give full description) BARBAGE TRUCK HIT THE BACK OF MY CAR WITH THE LIFT WHILE PARKED
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: NOT KNOWN
 - (b) Claimant's statement of the basis of such liability: POLICE REPORT CASE NUMBER C-22-11173
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

Item 9.

NO injuries

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

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

Auto: \$ 1,899

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 1,899

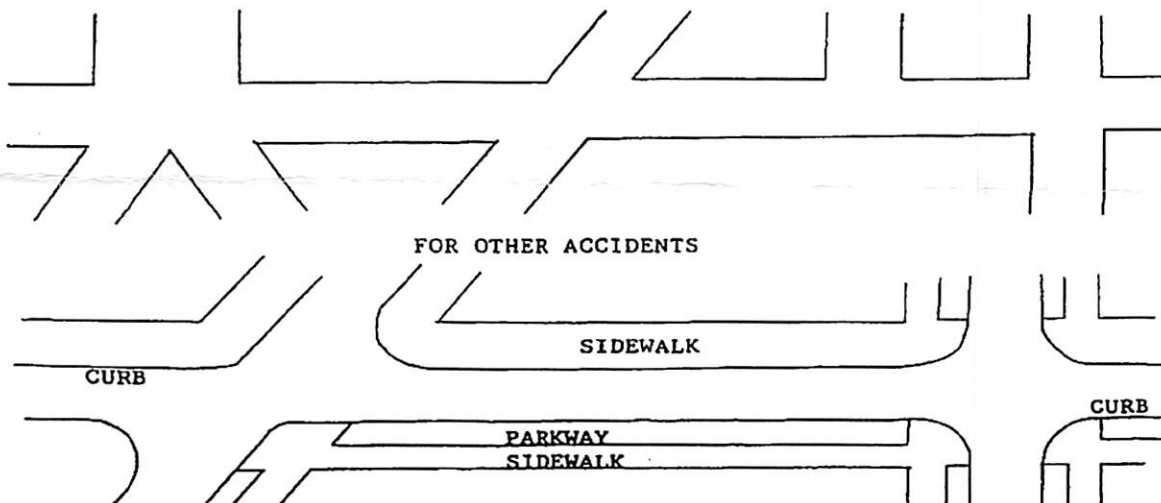
Damaged vehicle (if applicable)

Make: CADILLAC Model: IMPALA Year: 2006 Mileage: 99,000

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

Jan G. J. [Signature]

DATE

7.2.02

DATE RECEIVED _____

RECEIVED BY _____

Item 9.

CLAIM NO. _____

CLAIM

Claimant's Name: _____

Auto \$ _____

Claimant's Address: _____

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ 1,899 me

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 \$ ~~2000~~.

\$1,899 per phone call mtc

SIGNED

DATE: 7-30

ADDRESS:

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

**SHEBOYGAN CHEVROLET BUICK
GMC CADILLAC**

3400 S BUSINESS DR, SHEBOYGAN, WI 53081

Phone: (920) 459-6855

FAX: (920) 459-6286

Workfile ID:

PartsShare:

Federal ID:

e5

Item 9.

6Qcq2v

83-0747810

Preliminary Estimate

Customer: ZIETZ, JAMES

Job Number:

Written By: Patrick Karbe

Insured: ZIETZ, JAMES

Type of Loss:

Point of Impact: 06 Rear

Policy #:

Date of Loss:

Claim #:

Days to Repair: 0

Owner:

ZIETZ, JAMES

1314 S. 12TH ST

SHEBOYGAN, WI 53081

(920) 458-5044 Day

Inspection Location:

SHEBOYGAN CHEVROLET BUICK GMC
CADILLAC

3400 S BUSINESS DR

SHEBOYGAN, WI 53081

Repair Facility

(920) 459-6855 Business

Insurance Company:

data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership. Item 9.

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				1,000.00
Body Labor	1.9 hrs	@	\$ 62.00 /hr	117.80
Paint Labor	4.2 hrs	@	\$ 62.00 /hr	260.40
Mechanical Labor	1.5 hrs	@	\$ 130.00 /hr	195.00
Paint Supplies	4.2 hrs	@	\$ 42.00 /hr	176.40
Subtotal				1,800.13
Sales Tax	\$ 1,800.13	@	5.5000 %	99.01
Grand Total				1,899.14
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				1,899.14

Item 9.

Sheboygan
Chevrolet

MyPriceLink Estimate ID / Quote ID:

969259534293934080 / 107585142

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.

GEORGIA AVENUE BODY SHOP, INC.
1819 GEORGIA AVENUE
SHEBOYGAN, WI 53081
PHONE: (920)458-3272 FAX: (920)458-3284

*** PRELIMINARY ESTIMATE ***

07/02/2022 09:05 AM

Owner

Owner: James Zietz
Address: 1314 South 12th Street
City State Zip: Sheboygan, WI 53081

Work/Day: (920)458-5044
FAX:

Inspection

Inspection Date: 07/02/2022 09:05 AM
Primary Impact: Left Rear Corner

Inspection Type:
Secondary Impact:

Contact: James Miller

Repairer

Repairer: Georgia Ave Body Shop
Address: 1819 Georgia ave
City State Zip: Sheboygan, WI 53081
Email: gabs@gabsinc.biz

Contact: GEORGIA AVENUE
Work/Day: (920)458-3272
FAX: (920)458-3284
Work/Day:

Target Complete Date/Time:

Days To Repair: 2

Vehicle

OEM Part Price Quote ID: ****

2008 Chevrolet Impala LT 3.5 4 DR Sedan
6cyl Gasoline 3.5
4 Speed Automatic

Lic.Plates: 364-ANJ
Lic Expire:
Prod Date: 06/2007
Veh Insp# :
Condition: Excellent
Ext. Color: White
Ext. Refinish: Two-Stage
Ext. Paint Code: 40U

Lic State: WI
VIN: 2G1WT58N189138090
Mileage:
Mileage Type: Actual
Code: U4173B
Int. Color: Gray
Int. Refinish: Two-Stage
Int. Trim Code: 83C

Options - AudaVIN Information Received

AM/FM CD Player

Aluminum/Alloy Wheels
Center Console
Dual Airbags
Head Airbags
Keyless Entry System
Power Door Locks
Power Steering
Rear Window Defroster

Air Conditioning

Bodyside Moldings
Cruise Control
Dual Zone Auto A/C
Heated Front Seats
Lighted Entry System
Power Drivers Seat
Power Windows
Rem Trunk-L/Gate Release

Alarm System

Cargo/Trunk Net
Daytime Running Lights
Floor Mats
Intermittent Wipers
Power Brakes
Power Mirrors
Rear Bench Seat
Remote Starter

GEORGIA AVENUE BODY SHOP, INC. 18110 GEORGIA AVENUE DOWNSBORO, GA 30146 PHONE: 404-322-1234 FAX: 404-322-1235		PRIMARY ESTIMATE	
WORKDAY: 9:00 AM - 5:00 PM WEEKEND: 9:00 AM - 12:00 PM		INSPECTION	
CONTACT: JAMES HARRIS 404-322-1234		INSPECTION DATE: 10/25/2007 INSPECTION TIME: 10:00 AM	
REPAIRER: GEORGIA AVENUE BODY SHOP 18110 GEORGIA AVENUE DOWNSBORO, GA 30146 PHONE: 404-322-1234 FAX: 404-322-1235		REPAIRER: GEORGIA AVENUE BODY SHOP 18110 GEORGIA AVENUE DOWNSBORO, GA 30146 PHONE: 404-322-1234 FAX: 404-322-1235	
TARGET COMPLETE DATE/TIME:		VEHICLE:	
LIC/PLATE: 384-AMJ VIN: 1G1ZE5E55D000000000 MAKE: BUICK MODEL: REGAL YEAR: 2007 EXT. COLOR: WHITE INT. COLOR: BLACK INT. UPHOLSTERY: LEATHER INT. TRIM CODE: 1		OEM Part Price: \$1,000.00 2007 Buick Regal 2.8L I-4 2600cc 4-Speed Automatic	
OPTIONS - A/C, ABS, ALLOYS, AM/FM CD PLAYER, ALUMINUM WHEELS, CENTER CONSOLE, DUAL AIRBAGS, HEAD AIR BAGS, KEYLESS ENTRY, POWER DOOR LOCKS, POWER SEATING, REAR WINDOW DEFROSTER		A/C, ABS, ALLOYS, AM/FM CD PLAYER, ALUMINUM WHEELS, CENTER CONSOLE, DUAL AIRBAGS, HEAD AIR BAGS, KEYLESS ENTRY, POWER DOOR LOCKS, POWER SEATING, REAR WINDOW DEFROSTER	

Split Front Bench Seat
Theft Deterrent System
Tire Pressure Monitor

Sport Suspension
Tilt Steering Wheel
Velour/Cloth Seats

Tachometer
Tinted Glass

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Rear Bumper									
1	OE	566	46	Cover,Rear Bumper	Replace PXN OE Srpls	\$348.00		2.2	SM
2	L	566	13	Cover,Rear Bumper	Refinish			4.2	RF
					3.0 Surface				
					0.6 Two-stage setup				
					0.6 Two-stage				
3	E	1172		Ret,Rear Bumper Cover	11519444 GM Part	\$26.52			SM
				Quantity of 4 @ \$6.63 each					
4	EP	567		Absorber,Rear Bumper	Replace PXN	\$141.00		INC	SM
Manual Entries									
5	L	M03		Flex Additive	Refinish	\$12.00*			RF
6	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*			SM
6	Items								

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
46 PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

OEM Parts		\$26.52	
Other Parts		\$506.25	
Paint & Materials	4.2 Hours @ \$46.00	\$193.20	
Parts & Material Total			\$725.97
Tax on Parts & Material	@ 5.500%		\$39.93
Labor			
	Rate	Replace Repair Hrs	Total Hrs
Sheet Metal (SM)	\$65.00	2.2	2.2
Mech/Elec (ME)	\$90.00		
Frame (FR)	\$80.00		
Refinish (RF)	\$65.00	4.2	4.2
Labor Total			6.4 Hours
Tax on Labor	@ 5.500%		\$22.88
Gross Total			\$1,204.78
Net Total			\$1,204.78

Alternate Parts Y/02/01/00/01/01 Cumulative 02/01/00/01/01 Zip Code: 53081 Default
OEM Part Prices DT 07/02/2022 09:05 AM EstimateID 972499363009929216 QuoteID ****
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.1.325 Update 7 ES 07/02/2022 09:06 AM REL 8.1.325 Update 7 DT 05/01/2022 DB 06/15/2022

State Disclosure:WI

© 2022 Audatex North America, Inc.

1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



Audatex

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North America, Inc. All rights reserved.



II

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Item 9.

R. O. No. 13 - 22 - 23. By CITY CLERK. May 16, 2022.

Submitting a pending claim from Nina Stapel for an alleged sewer backup in her basement.

CITY CLERK

Finance + Personnel

NOTICE OF CLAIM

To: City of Sheboygan Clerk
828 Center Avenue Suite 103
Sheboygan, WI 53081

Pursuant to sec. 893.80, Wis. Stats., you are hereby notified of a claim for damage to the Nina Stapel Residence, 1202 Stahl Road, Sheboygan, WI 53081.

THE INCIDENT

Date: January 20, 2022

Time: Not exact

Place: Basement of 1202 Stahl Road, Sheboygan, WI

The circumstances giving rise to my claim are as follows:

On the morning of January 21, my daughter came into my house and thought she smelt sewer. It was not till early afternoon that she went downstairs and called me (as I was in Florida) saying, there was water in the basement of my home. After walking thru all the rooms with a video we discovered that it was sewer backup.

I immediately called the City Sewer dept and they got ahold of someone. Who in turn got, Steve Pautz to come and check it out. He came to my door went down with my daughter and the Mr. Lopez from Lakeshore Restoration, determined it was a sewer backup. Mr. Pautz came back and told them as well as myself, as I was on the phone, there were two fail switches that had failed. Mr. Lopez started the assessment and started the process to rid of water, sanitize and started the demolition and continued until finishing the restoration.

I was moved into the City of Sheboygan with the Kohler Annex and have been paying for my sewer as well as my taxes to the city for a couple of years. All of my taxes and services have almost doubled in cost.

THE CLAIM

This is a notice as the repairs have not all been finished, and I will inform you of the final amount. Mr. Lopez has finished his work and his bill was \$9,653.59 for the tear down, clean up, and sanitizing. The repair & restoration bill was \$5,200.36. The dumpster and cleaning before carpet is \$745.00. I still need the carpet purchase and installed, and I do not have a cost for that.

2017-2018
 2017-2018
 2017-2018

2017-2018
 2017-2018
 2017-2018

2017-2018

2017-2018

2017-2018

2017-2018
 2017-2018
 2017-2018

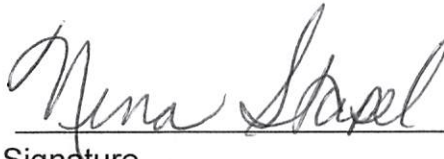
2017-2018
 2017-2018
 2017-2018

2017-2018
 2017-2018
 2017-2018

2017-2018

2017-2018
 2017-2018
 2017-2018

I have attached some photos.



May 9, 2022

Signature

Nina Stapel

1202 Stahl Road

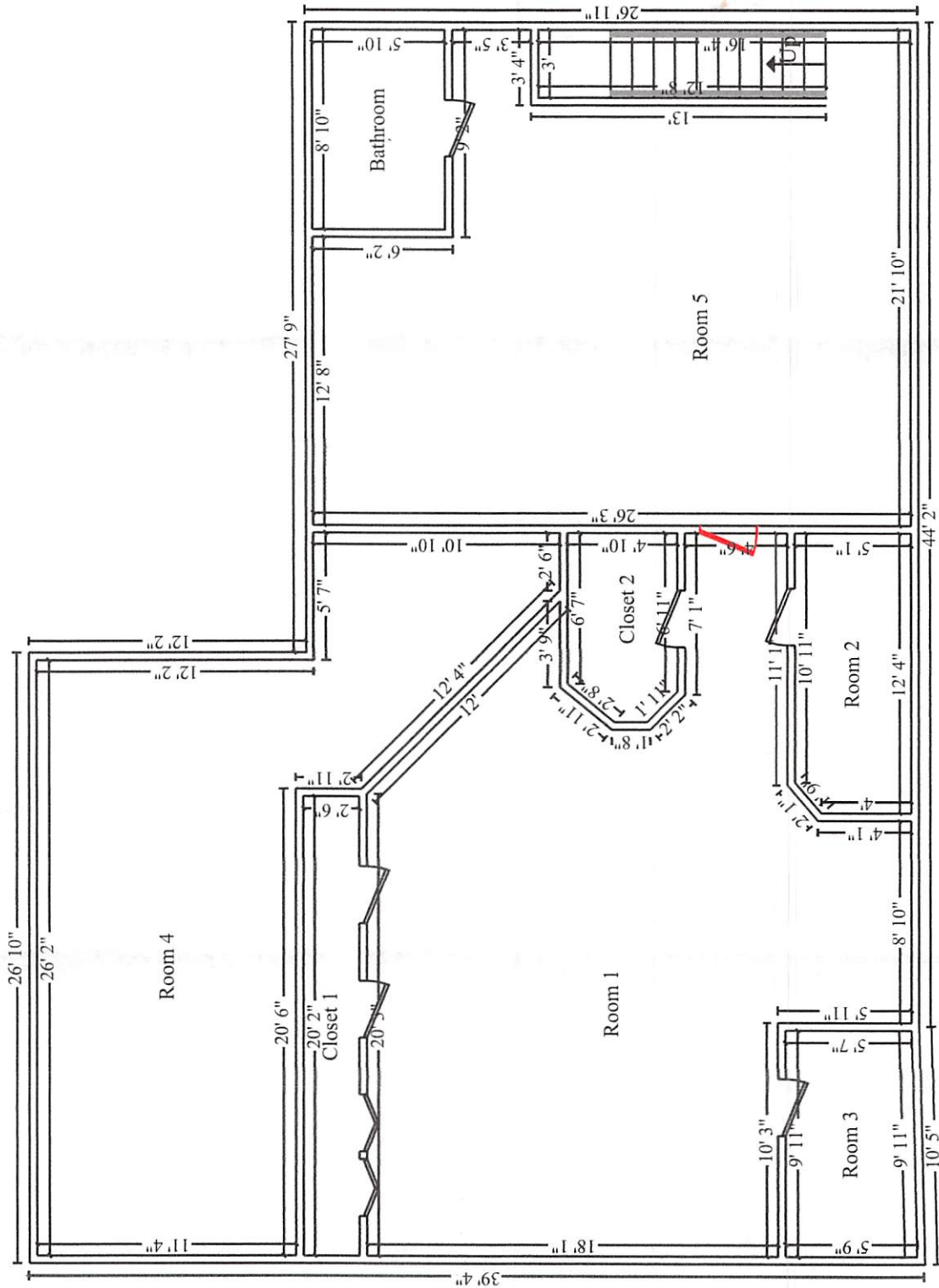
Sheboygan, WI 53081

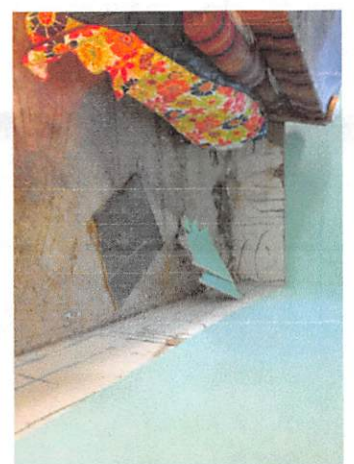
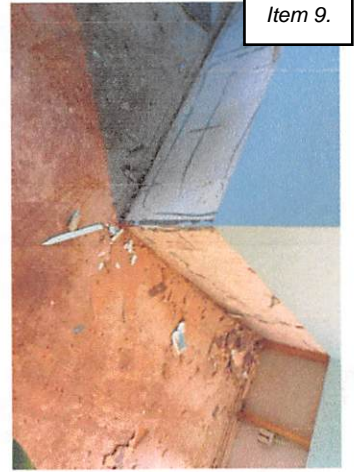
Phone: 920-946-4074

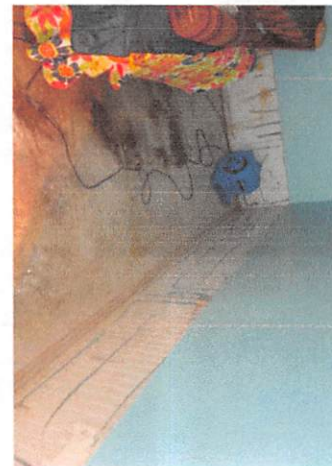
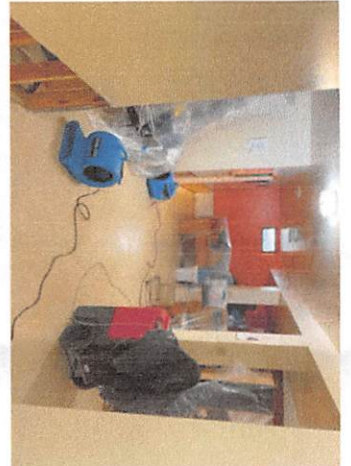
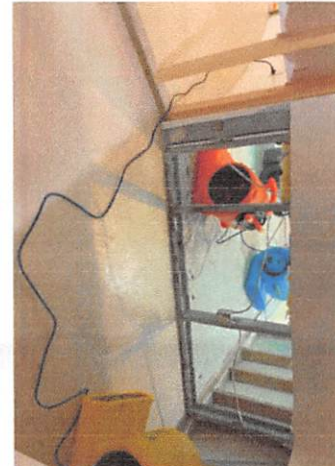
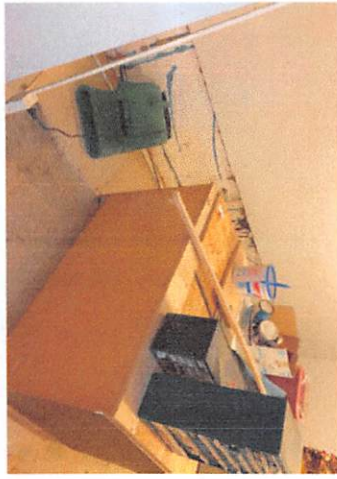
Wisconsin Statute section 893.80(1d)(a) requires that "Within 120 days after the happening of the event giving rise to the claim, written notice of the circumstances of the claim signed by the party, agent or attorney" must be served on the clerk of City of Sheboygan.

Thereafter, according to Wisconsin Statute section 893.80(1d)(b), a claim containing the address of the claimant and an itemized statement of the relief sought must be presented to the City of Sheboygan Clerk.

This document serves as the notice of claim, discussed above.







Date Received 7-8-22Received by MKC
Claim No 3-22**CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY**

1. **Name of Claimant:** Nina Stapel
2. **Home address of Claimant:** 1202 Stahl Road, Sheboygan
3. **Home phone number:** 920-946-4074
4. **Business address and phone number of claimant:** 1202 Stahl Road, Sheboygan , 920-452-2600
5. **When did the damage occur?** (date, time of day) between 4pm on Jan 19 and 11Am on Jan 21.
I talked to my daughter @ 10:54 and she complained of the sewer smell, she got busy with some calls, then she went to the basement and she called me @ 12:16pm to inform me of the water in the basement. I believe that the water or sewer water had started going down at this time. (I looked at my phone records to see the time of the calls)
6. **Where did the damage occur?** The whole basement of 1202 Stahl Road, Sheboygan
7. **How did the damage occur?** There was a sewer backup that went throughout my basement at 1202 Stahl Road, Sheboygan. There were two switches that had failed on the sewer system that my house is connected to.
8. **If the basis of liability is alleged to be an act or omission of the city, complete the following:** I immediately called the City of Sheboygan Sewer dept and they got ahold of someone. Who in turn got, Steve Pautz(for the Town of Wilson) to come and check out the transfer system. Steve came to my door went down to the basement with my daughter and the Mr. Lopez from Lakeshore Restoration , determined it was a sewer backup. Later, Mr. Pautz came back and told them as well as myself, as I was on the phone, there were two fail switches that had failed and that us What caused the backup. Mr. Lopez started the assessment and started the process to rid of sewer water, sanitize and started the demolition and continued until finishing the restoration.

I was moved into the City of Sheboygan with the Kohler Annex and have been paying for my sewer as well as my taxes to the city for a couple of years. All of my taxes and services have almost doubled in cost.
9. **If the basis of Liability is alleged to be a dangerous condition of public property complete the following:** this is not applicable to this claim.
10. **Give a description of the property damage or loss, so far as is known at this time:** The sewer water and some small debris backing up into the basement did water damage as well as contamination of everything it touched. First the water was sucked up, then all of the carpet was pulled up, then sanitized the floors and cut off the drywall around the basement and replaced and repainted. The smell, at the time as well as the chemicals that were used, to try and keep the damage to a minimal, gave my daughter headaches for the three days a week she was there. I was in Florida during this time. By using the chemicals it did cut the cost, I was told by several people that the 2x4's should have been replaced on the bottom. Anything on the floor had to be disposed of. I am not asking for any reimbursement on the contents just the repairs and cleaning.
11. **No one was injured:** the extra work, headaches, and the stress

Date Received _____

Received By _____

Claim No. 3.22


FINAL CLAIM**Name of Claimant:** Nina Stapel**Claimant's Address:** 1202 Stahl Road, Sheboygan**Claimant's phone number:** 920-946-4074

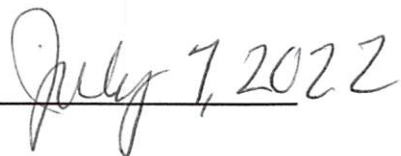
Lakeshore Restoration, LLC tear down, removal, clean up, and sanitizing -	\$ 9,653.59
Lakeshore Restoration, LLC repair, restoration, and painting	\$ 5,200.36
Home Depot, carpet, and installation	\$ 4,776.70
Harter's Lakeside Disposal	\$ 370.00
Cleaning John Stone and Anita Arechinga	\$ 400.00
Total Cost of Claim	\$20,440.65

COPIES OF THE ESTIMATES AND PAYMENTS ARE INCLUDED.

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSES CLAIM.
 (WISCONSIN SSTATUTES 943.395)

The undersigned hereby makes a claim against the Cit of Sheboygan arising out of the circumstances described in the notice of Damage of Injury. The claim is for relief in the form of money damages in the total amount if \$20,440.65.

Signed 
 1202 Stahl Road
 Sheboygan, WI 53081

Date 

**Lakeshore Restoration LLC**

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Insured: Nina Stapel
Property: 1202 Stahl Rd
Sheboygan, WI 53081
Estimator: R Lopez
Company: Lakeshore Restoration LLC

Cellular: (920) 221-1440
Invoice Date: 2/1/2022

INVOICE

DESCRIPTION	AMOUNT
Labor/Subcontractors	
Labor	\$5,112.69
Materials & Supplies	
Company Supplied Materials	\$298.17
Equipment	
Company Supplied Materials	\$3,908.51
Incurred Costs	
Additional Costs	
SUBTOTAL	\$9,319.37
Sales Tax	\$334.22
TOTAL	\$9,653.59



Lakeshore Restoration LLC

Item 9.

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Insured: Nina Stapel
Property: 1202 Stahl Rd
Sheboygan, WI 53081
Estimator: R Lopez
Company: Lakeshore Restoration LLC

Cellular: (920) 221-1440
Invoice Date: 3/3/2022

INVOICE

DESCRIPTION	AMOUNT
Labor/Subcontractors	
Labor	\$3,748.30
Materials & Supplies	
Company Supplied Materials	\$885.33
Equipment	
Company Supplied Materials	\$45.26
Incurred Costs	
Additional Costs	
SUBTOTAL	\$4,678.89
Sales Tax	\$48.69
Overhead and Profit	\$472.78
TOTAL	\$5,200.36



**How doers
get more done.**

4025 HIGHWAY 28
KOHLE, WI 53044 (920)451-0624

4924 00097 30987 05/31/22 02:48 PM
SALE CASHIER

ORDER ID: H4924-108349

RECALL AMOUNT 4776.70

SUBTOTAL 4,776.70

SALES TAX 0.00

TOTAL \$4,776.70

XXXXXXXXXXXX1221 VISA 4,776.70

AUTH CODE 07246D/6970259 TA

CUSTOMER AGREEMENT # H4924-1083491703.37
DEPOSIT NO# 49242205310973096366896965



4924 97 30987 05/31/2022 3149

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: GVM3 67187 62360

PASSWORD: 22281 62263

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.



169901 RINGLE AVE
RINGLE, WI 54471
833-754-2158

INVOICE

Item 9.

Invoice #: 124983

Invoice Date: 04/30/2022

Due Date: 05/31/2022

Bill To:

LINA STAPLE
1202 STAHL RD
SHEBOYGAN WI 53081

Service Address:

LINA STAPLE
1202 STAHL RD
SHEBOYGAN WI 53081

Customer #: 02-36780 3

Date	Description	Quantity	Rate	Amount
	* PAYMENTS RECEIVED THIS PERIOD *			
04/08/2022	PMT: 7129733704			-430.00
	WORK ORDER#: 106121			
04/15/2022	20YD DELIVERY	1.00		80.00
	WORK ORDER#: 121202			
04/20/2022	20YD DONE PICKUP	1.00		370.00
04/20/2022	20YD WEIGHT FEE	1.72		

Total Invoice

450.00

Current

20.00

31-60 Days

0.00

61-90 Days

0.00

91+ Days

0.00

Please pay **BALANCE DUE**

20.00

Customer #: 02-36780 3
Service Address: 1202 STAHL RD

Invoice #: 124983

Credited 2022

- O Bal

Check Updated 1-800-210-0446 www.oostburgbank.com

79-634/759
SECURED BY
E-Z-DEPOSIT

5622

NINA STAPEL
(920) 452-7922
1202 STAHL ROAD
SHEBOYGAN, WI 53081

Date 4-27-22

Pay John Stone \$ 150.00
One Hundred Fifty & 00/100

OOSTBURG STATE BANK
OOSTBURG (920) 564-2336
CEDAR GROVE (920) 668-6218
WWW.OOSTBURGBANK.COM

Nina Stapel

⑆075906346⑆ ⑈ 54 686 0⑈ 5622

Check Updated 1-800-210-0446 www.oostburgbank.com

79-634/759
SECURED BY
E-Z-DEPOSIT

5623

NINA STAPEL
(920) 452-7922
1202 STAHL ROAD
SHEBOYGAN, WI 53081

Date 5-3-22

Pay Apita Arechunga \$ 250.00
Two Hundred Fifty & 00/100

OOSTBURG STATE BANK
OOSTBURG (920) 564-2336
CEDAR GROVE (920) 668-6218
WWW.OOSTBURGBANK.COM

Nina Stapel

⑆075906346⑆ ⑈ 54 686 0⑈ 5623

SPECIAL SERVICES CUSTOMER INVOICE

Store 4924 KOHLER
4025 HIGHWAY 28
KOHLER, WI 53044
Phone: (920) 451-0624
Salesperson: CCJ2735
Reviewer: SV995

VALIDATION
Date:
Transaction: 4924
Order Total: \$4,789.95
Amount Paid: \$0.00

SOLD TO

Name	STAPEL NINA	Phone 1	(920) 946-4074
Address	1202 STAHL RD	Phone 2	
City	SHEBOYGAN	Company Name	
State	WI	Job Description	carpet install
Zip	53081	County	SHEBOYGAN

INSTALLER DELIVERY #1 MERCHANDISE AND SERVICE SUMMARY

REF # 104

REF # S01

ESTIMATED ARRIVAL DATE: 06/05/2022

We reserve the right to limit the quantities of merchandise sold to customers

S/O - MDSE TO BE DELIVERED:	REF # S01	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
REF #	SKU	QTY	UM			
S0101	1005-946-662	100.78	SY			
S0102	1005-946-662	132.89	SY			
S0103	1005-946-662	12.00	SY			

MERCHANDISE TOTAL:

\$3,073.33

DELIVERY INFORMATION: DELIVERY DATE: INSTALLER WILL SCHEDULE

INSTALLER WILL DELIVER MDSE TO: SITE OF INSTALLATION #104 AT TIME OF INSTALLATION.

NOTE: UPON RECEIPT OF ALL S/O MERCHANDISE - INSTALLER WILL CALL CUSTOMER TO SCHEDULE INSTALL DATE.

INSTALLATION #1

REF # 104

ESTIMATED INSTALL BEGIN DATE: 06/01/2022

ESTIMATED INSTALL END DATE: 08/29/2022

*** CONTINUED ON NEXT PAGE ***

(Continued)

REF #104

END OF INSTALL #1

INSTALLATION #2

REF # 105

ESTIMATED INSTALL BEGIN DATE: 06/01/2022

ESTIMATED INSTALL END DATE: 08/29/2022

BASIC INSTALLATION LABOR:

SKU	DESCRIPTION	QTY	UM	TAX	PRICE EACH	EXTENSION
0000-963-049	PAD TRAFFIC MASTER 8LB (SPT)-NAT/4797 PAD TRAFFIC MASTER 8	245.67	SY	N	\$7.13	\$1,751.62

CUSTOM LABOR SELECTED INCLUDES:

OPTION		DESCRIPTION		QTY	UM	TAX	PRICE EACH	EXTENSION
1	METAL			36.00	PA	N	\$0.00	\$0.00
INSTALLATION SITE NAME:				NINA STAPEL				
ADDRESS:		1202 Stahl Rd		INSTALL LABOR CHARGE:				
CITY:		Sheboygan		TRIP CHARGE:				
STATE:		WI		\$0.00				
ZIP:		53081		CREDIT FOR DEPOSIT/MEASURE:				
COUNTY:		SHEBOYGAN		LABOR - N				
SALES TAX RATE:		5.500		TAX: Merchandise - N				
PHONE:		(920) 9464074		ALTERNATE PHONE: (920) 9464074				
				INSTALL TOTAL DUE:				
				\$1,716.62				

BASIC INSTALLATION LABOR INCLUDES:

* TACK DOWN OR GLUE DOWN CARPET PAD (INSTALLER PROVIDES)

ADHESIVE IF APPLICABLE)

* PAD WITH MOISTURE BARRIER

UNLESS STATED ABOVE THIS INSTALLATION DOES NOT INCLUDE:

WATER EXTRACTION

REMOVE OR HAUL AWAY HEAVILY SOILED OR FLEA INFESTED CARPET

REMOVE OR REPLACE EXTERIOR THRESHOLDS

ALTER EXISTING STRUCTURE OR OPENING

ELECTRICAL OR PLUMBING DISCONNECT AND RECONNECT - SEE MKT FOR DETAILS

DETAILS

/ GLUE DOWN HARDWOOD OR TILE FLOORING

SPECIAL NOTES:

CONTINUED ON NEXT PAGE ***

INSTALLATION #2

(Continued)

REF #105

MATERIALS WILL BE REMOVED UNLESS CUSTOMER REQUESTS OTHERWISE.

END OF INSTALL #2

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI): A: 90 DAYS DEFAULT POLICY;	ORDER TOTAL		\$4,789.95
	SALES TAX		\$0.00
	TOTAL		\$4,789.95
	BALANCE DUE		\$4,789.95

PAYMENT TERMS :

Refer to the Home Improvement Agreement for payment terms

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

END OF ORDER No. H4924-108349

**Lakeshore Restoration LLC**

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Client: Nina Stapel
Property: 1202 Stahl Rd
Sheboygan, WI 53081

Cellular: (920) 946-4074

Operator: RIGO.EME

Estimator: R Lopez
Position: Operations Manager
Company: Lakeshore Restoration LLC
Business: 4029 Waldo Blvd
Manitowoc, WI 54220

Cellular: (920) 221-1440

E-mail: lakeshorerestorationllc@gmail.com

Type of Estimate: Sewage
Date Entered: 1/21/2022
Date Est. Completed: 3/3/2022

Date Assigned: 1/21/2022
Date Job Completed: 3/2/2022

Price List: WIAP8X_MAR22
Labor Efficiency: Restoration/Service/Remodel
Estimate: NINA_STAPEL_REBUILD

**Lakeshore Restoration LLC**

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Lakeshore Restoration LLC appreciate the opportunity to present an invoice for services at your affected location.
Find attached: -Invoice for services.

Lakeshore Restoration LLC has provided emergency extraction, remediation, mitigation and cleanup services since 2018.

- Our firm is certified by the IICRC.
- We are proud members of the BBB..
- Our field technicians are properly trained and certified.
- Lakeshore Restoration LLC is licensed and insured.

Best regards,
Rigoberto Lopez WRT, FSRT, AMRT, OCT, UFT, TCST, HST, CCT.
Master Goldmorr Technician.



Lakeshore Restoration LLC

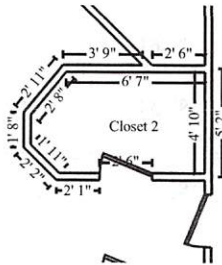
Water | Fire | Mold | Biohazard - Cleanup and Restoration

NINA_STAPEL_REBUILD

Basement

Basement

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Haul debris - per pickup truck load - including dump fees	1.00 EA	140.51	0.00	0.00	14.05	154.56
Total: Basement				0.00	14.05	154.56

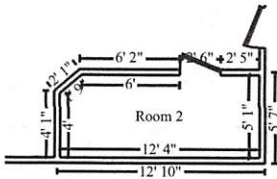


Closet 2

Height: 8'

195.01 SF Walls	37.43 SF Ceiling
232.45 SF Walls & Ceiling	37.43 SF Floor
4.16 SY Flooring	24.38 LF Floor Perimeter
24.38 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
2. R&R 1/2" drywall - hung, taped, heavy texture, ready for paint	22.00 SF	0.44	3.24	0.96	8.20	90.12
3. Mask and prep for paint - plastic, paper, tape (per LF)	24.38 LF	0.00	1.52	0.36	3.75	41.17
4. Seal/prime then paint the surface area (2 coats)	88.00 SF	0.00	1.04	0.92	9.24	101.68
Totals: Closet 2				2.24	21.19	232.97



Room 2

Height: 8'

272.70 SF Walls	62.06 SF Ceiling
334.75 SF Walls & Ceiling	62.06 SF Floor
6.90 SY Flooring	34.09 LF Floor Perimeter
34.09 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
5. R&R 1/2" drywall - hung, taped, heavy texture, ready for paint	12.00 SF	0.44	3.24	0.52	4.47	49.15
6. Mask and prep for paint - plastic, paper, tape (per LF)	34.09 LF	0.00	1.52	0.51	5.23	57.56
7. Seal/prime then paint the surface area (2 coats)	49.00 SF	0.00	1.04	0.51	5.15	56.62
Totals: Room 2				1.54	14.85	163.33

NINA_STAPEL_REBUILD

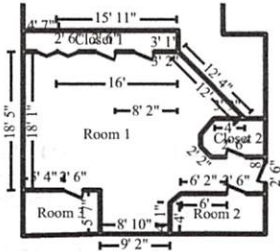
3/3/2022

Page: 3



Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration

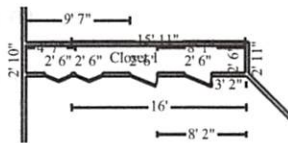


Room 1

Height: 8'

917.98 SF Walls	526.52 SF Ceiling
1,444.50 SF Walls & Ceiling	526.52 SF Floor
58.50 SY Flooring	114.75 LF Floor Perimeter
114.75 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
8. R&R 1/2" drywall - hung, taped, heavy texture, ready for paint	208.00 SF	0.44	3.24	9.04	77.44	851.92
9. Mask and prep for paint - plastic, paper, tape (per LF)	114.75 LF	0.00	1.52	1.70	17.61	193.73
10. Seal/prime then paint the surface area (2 coats)	841.00 SF	0.00	1.04	8.79	88.34	971.77
Totals: Room 1				19.53	183.39	2,017.42

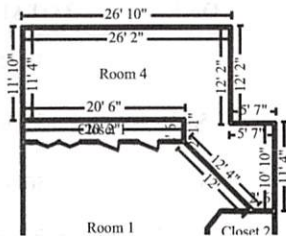


Closet 1

Height: 8'

362.01 SF Walls	49.59 SF Ceiling
411.60 SF Walls & Ceiling	49.59 SF Floor
5.51 SY Flooring	45.25 LF Floor Perimeter
45.25 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
11. R&R 1/2" drywall - hung, taped, heavy texture, ready for paint	12.00 SF	0.44	3.24	0.52	4.47	49.15
12. Mask and prep for paint - plastic, paper, tape (per LF)	20.00 LF	0.00	1.52	0.30	3.07	33.77
13. Seal/prime then paint the surface area (2 coats)	55.00 SF	0.00	1.04	0.57	5.78	63.55
Totals: Closet 1				1.39	13.32	146.47



Room 4

Height: 8'

835.12 SF Walls	385.82 SF Ceiling
1,220.94 SF Walls & Ceiling	385.82 SF Floor
42.87 SY Flooring	104.39 LF Floor Perimeter
104.39 LF Ceil. Perimeter	

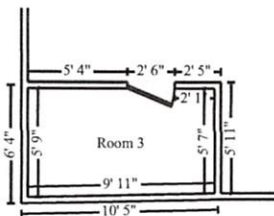


Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration

CONTINUED - Room 4

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
14. R&R 1/2" drywall - hung, taped, heavy texture, ready for paint	209.00 SF	0.44	3.24	9.08	77.83	856.03
15. Mask and prep for paint - plastic, paper, tape (per LF)	104.39 LF	0.00	1.52	1.55	16.03	176.25
16. Seal/prime then paint the walls (2 coats)	835.12 SF	0.00	1.04	8.73	87.72	964.97
Totals: Room 4				19.36	181.58	1,997.25



Room 3

Height: 8'

249.48 SF Walls	56.25 SF Ceiling
305.73 SF Walls & Ceiling	56.25 SF Floor
6.25 SY Flooring	31.18 LF Floor Perimeter
31.18 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
17. R&R 1/2" drywall - hung, taped, heavy texture, ready for paint	36.00 SF	0.44	3.24	1.56	13.40	147.44
18. Mask and prep for paint - plastic, paper, tape (per LF)	31.18 LF	0.00	1.52	0.46	4.79	52.64
19. Seal/prime then paint the walls (2 coats)	249.48 SF	0.00	1.04	2.61	26.21	288.28
Totals: Room 3				4.63	44.40	488.36
Total: Basement				48.69	472.78	5,200.36
Line Item Totals: NINA_STAPEL_REBUILD				48.69	472.78	5,200.36

Grand Total Areas:

2,832.29 SF Walls	1,117.67 SF Ceiling	3,949.96 SF Walls and Ceiling
1,117.67 SF Floor	124.19 SY Flooring	354.04 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	354.04 LF Ceil. Perimeter
1,117.67 Floor Area	1,201.13 Total Area	2,832.29 Interior Wall Area
1,289.71 Exterior Wall Area	143.30 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

NINA_STAPEL_REBUILD

3/3/2022

Page: 5

**Lakeshore Restoration LLC**

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Summary

Line Item Total	4,678.89
Material Sales Tax	48.69
Subtotal	4,727.58
Overhead	472.78
Replacement Cost Value	\$5,200.36
Net Claim	\$5,200.36

R Lopez
Operations Manager



Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Recap of Taxes and Overhead

	Overhead (10%)	Material Sales Tax (5.5%)	Services Mat'l Tax (5.5%)	Service Sales Tax (5.5%)	Manuf. Home Tax (5.5%)	Storage Tax (5.5%)
Line Items	472.78	48.69	0.00	0.00	0.00	0.00
Total	472.78	48.69	0.00	0.00	0.00	0.00



Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Recap by Room

Estimate: NINA_STAPEL_REBUILD

Area: Basement	140.51	3.00%
Closet 2	209.54	4.48%
Room 2	146.94	3.14%
Room 1	1,814.50	38.78%
Closet 1	131.76	2.82%
Room 4	1,796.31	38.39%
Room 3	439.33	9.39%
<hr/>		
Area Subtotal: Basement	4,678.89	100.00%
<hr/>		
Subtotal of Areas	4,678.89	100.00%
<hr/>		
Total	4,678.89	100.00%

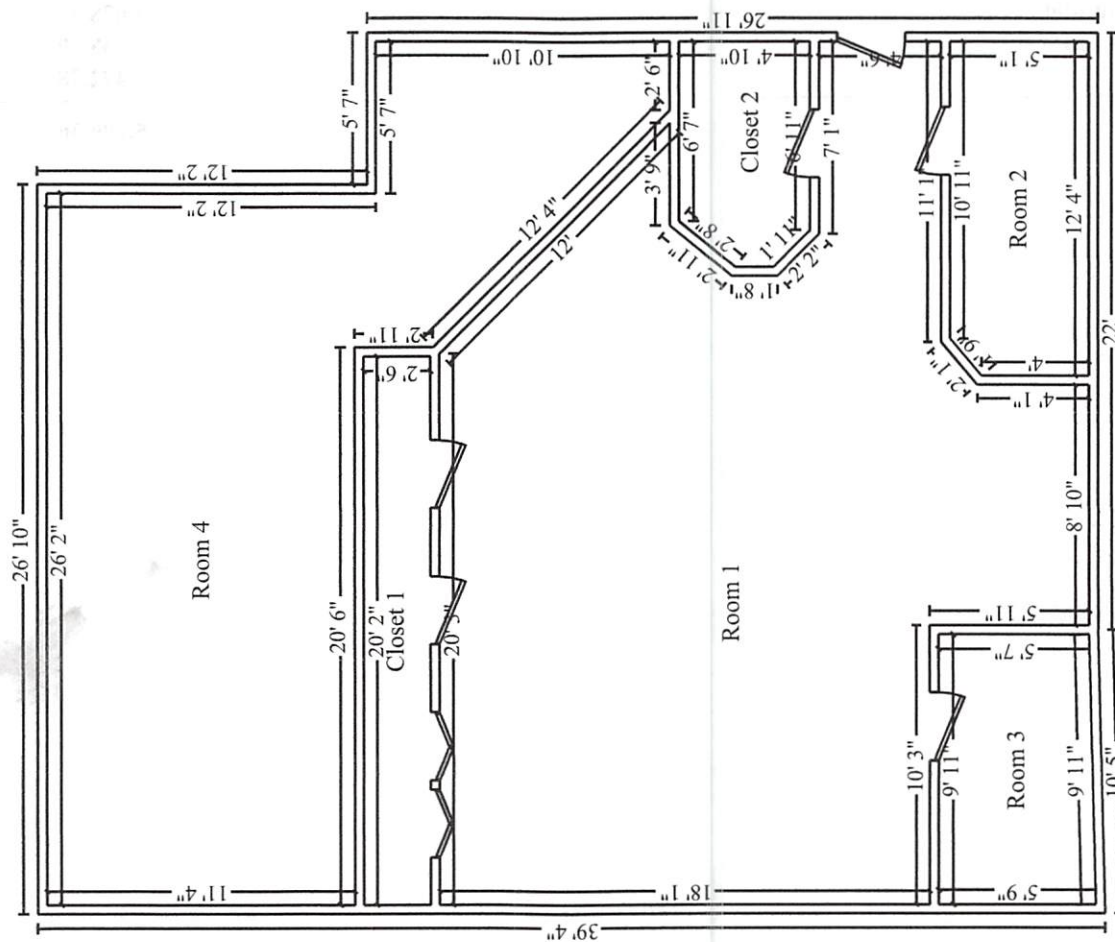


Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Recap by Category

O&P Items	Total	%
GENERAL DEMOLITION	360.07	6.92%
DRYWALL	1,616.76	31.09%
PAINTING	2,702.06	51.96%
O&P Items Subtotal	4,678.89	89.97%
Material Sales Tax	48.69	0.94%
Overhead	472.78	9.09%
Total	5,200.36	100.00%



**Lakeshore Restoration LLC**

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Client: Nina Stapel
Property: 1202 Stahl Rd
Sheboygan, WI 53081

Cellular: (920) 946-4074

Operator: RIGO.EME

Estimator: R Lopez
Position: Operations Manager
Company: Lakeshore Restoration LLC
Business: 4029 Waldo Blvd
Manitowoc, WI 54220

Cellular: (920) 221-1440

E-mail: lakeshorerestorationllc@gmail.com

Type of Estimate: Sewage
Date Entered: 1/21/2022
Date Est. Completed: 2/1/2022

Date Assigned: 1/21/2022
Date Job Completed:

Price List: WIAP8X_JAN22
Labor Efficiency: Restoration/Service/Remodel
Estimate: NINA_STAPEL

**Lakeshore Restoration LLC**

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Lakeshore Restoration LLC appreciate the opportunity to present an invoice for services at your affected location.
Find attached: -Invoice for services.

Lakeshore Restoration LLC has provided emergency extraction, remediation, mitigation and cleanup services since 2018.

- Our firm is certified by the IICRC.
- We are proud members of the BBB..
- Our field technicians are properly trained and certified.
- Lakeshore Restoration LLC is licensed and insured.

Best regards,
Rigoberto Lopez WRT, FSRT, AMRT, OCT, UFT, TCST, HST, CCT.
Master Goldmorr Technician.



Lakeshore Restoration LLC

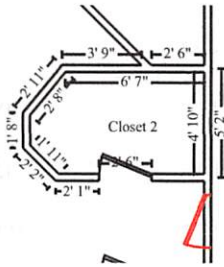
Water | Fire | Mold | Biohazard - Cleanup and Restoration

NINA_STAPEL

Basement

Basement

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Haul debris - per pickup truck load - including dump fees	3.00 EA	139.89	0.00	0.00	419.67
Total: Basement				0.00	419.67



Closet 2

Height: 8'

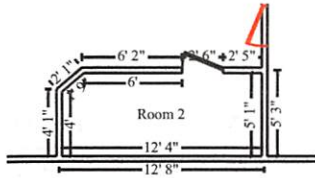
195.01 SF Walls	37.43 SF Ceiling
232.45 SF Walls & Ceiling	37.43 SF Floor
4.16 SY Flooring	24.38 LF Floor Perimeter
24.38 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
2. Contents - move out then reset - Extra large room	1.00 EA	0.00	173.34	0.00	173.34
3. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	11.00 LF	4.65	0.00	0.25	51.40
4. HEPA Vacuuming - Light - (PER SF)	37.43 SF	0.00	0.30	0.62	11.85
5. Apply anti-microbial agent to the floor	37.43 SF	0.00	0.23	0.56	9.17
6. Air mover (per 24 hour period) - No monitoring	4.00 EA	0.00	25.61	5.63	108.07
7. Equipment decontamination charge - HVY, per piece of equip	1.00 EA	0.00	45.51	2.86	48.37
Charge for wiping down equipment, germicide, and labor. Mandatory task to avoid cross contamination. Reference: IICRC S500 3rd Edition standards. Note: Labor cost to wash/wipe down contaminated equipment that may need heavy scrubbing and/or excessive cleaning due to use in heavily contaminated environment. Per piece of equipment.					
Totals: Closet 2				9.92	402.20



Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration



Room 2

Height: 8'

272.70 SF Walls
334.75 SF Walls & Ceiling
6.90 SY Flooring
34.09 LF Ceil. Perimeter

62.06 SF Ceiling
62.06 SF Floor
34.09 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
8. Contents - move out then reset - Extra large room	1.00 EA	0.00	173.34	0.00	173.34
9. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	6.00 LF	4.65	0.00	0.14	28.04
10. HEPA Vacuuming - Light - (PER SF)	62.06 SF	0.00	0.30	1.02	19.64
11. Apply anti-microbial agent to the floor	62.06 SF	0.00	0.23	0.93	15.20
12. Air mover (per 24 hour period) - No monitoring	4.00 EA	0.00	25.61	5.63	108.07
13. Equipment decontamination charge - HVY, per piece of equip	1.00 EA	0.00	45.51	2.86	48.37
Charge for wiping down equipment, germicide, and labor. Mandatory task to avoid cross contamination. Reference: IICRC S500 3rd Edition standards. Note: Labor cost to wash/wipe down contaminated equipment that may need heavy scrubbing and/or excessive cleaning due to use in heavily contaminated environment. Per piece of equipment.					
Totals: Room 2				10.58	392.66



Room 1

Height: 8'

917.98 SF Walls
1,444.50 SF Walls & Ceiling
58.50 SY Flooring
114.75 LF Ceil. Perimeter

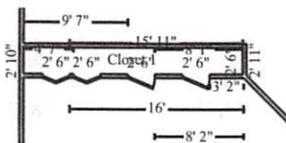
526.52 SF Ceiling
526.52 SF Floor
114.75 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
14. Contents - move out then reset - Extra large room	1.00 EA	0.00	173.34	0.00	173.34
15. Water extraction from hard surface floor - Cat 3 water	185.00 SF	0.00	0.73	7.43	142.48
16. Tear out wet non-salvageable glue down carpet, cut/bag	185.00 SF	0.90	0.00	0.81	167.31
17. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	96.00 LF	4.65	0.00	2.16	448.56

Water | Fire | Mold | Biohazard - Cleanup and Restoration

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
18. HEPA Vacuuming - Light - (PER SF)	526.52 SF	0.00	0.30	8.69	166.65
19. Apply anti-microbial agent to the floor	526.52 SF	0.00	0.23	7.88	128.98
20. Air mover (per 24 hour period) - No monitoring	20.00 EA	0.00	25.61	28.17	540.37
21. Dehumidifier (per 24 hour period) - XLarge - No monitoring	7.00 EA	0.00	116.13	44.71	857.62
22. Equipment decontamination charge - HVY, per piece of equip	6.00 EA	0.00	45.51	17.15	290.21
Charge for wiping down equipment, germicide, and labor. Mandatory task to avoid cross contamination. Reference: IICRC S500 3rd Edition standards. Note: Labor cost to wash/wipe down contaminated equipment that may need heavy scrubbing and/or excessive cleaning due to use in heavily contaminated environment. Per piece of equipment.					
Totals: Room 1				117.00	2,915.52

Height: 8'



362.01 SF Walls	49.59 SF Ceiling
411.60 SF Walls & Ceiling	49.59 SF Floor
5.51 SY Flooring	45.25 LF Floor Perimeter
45.25 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
23. Contents - move out then reset - Extra large room	1.00 EA	0.00	173.34	0.00	173.34
24. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	4.00 LF	4.65	0.00	0.09	18.69
25. HEPA Vacuuming - Light - (PER SF)	49.59 SF	0.00	0.30	0.82	15.70
26. Apply anti-microbial agent to the floor	49.59 SF	0.00	0.23	0.74	12.15
27. Air mover (per 24 hour period) - No monitoring	4.00 EA	0.00	25.61	5.63	108.07
28. Equipment decontamination charge - HVY, per piece of equip	1.00 EA	0.00	45.51	2.86	48.37
Charge for wiping down equipment, germicide, and labor. Mandatory task to avoid cross contamination. Reference: IICRC S500 3rd Edition standards. Note: Labor cost to wash/wipe down contaminated equipment that may need heavy scrubbing and/or excessive cleaning due to use in heavily contaminated environment. Per piece of equipment.					

Totals: Closet 1

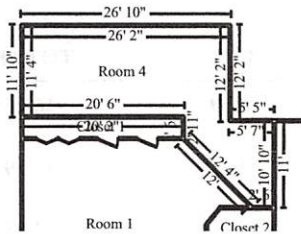
NINA STAPEL

10.14 376.32
2/1/2022 Page: 5



Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration



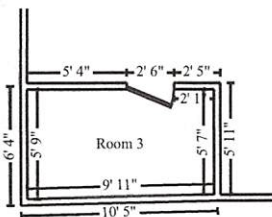
Room 4

Height: 8'

835.12 SF Walls
1,220.94 SF Walls & Ceiling
42.87 SY Flooring
104.39 LF Ceil. Perimeter

385.82 SF Ceiling
385.82 SF Floor
104.39 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
29. Contents - move out then reset - Extra large room	1.00 EA	0.00	173.34	0.00	173.34
30. Water extraction from carpeted floor - Category 3 water	385.82 SF	0.00	1.19	25.25	484.38
31. Tear out wet non-salvageable carpet, no bag - Cat 3 water	385.82 SF	0.44	0.00	0.00	169.76
32. Tear out wet carpet pad, no bagging - Category 3 water	385.82 SF	0.21	0.00	0.00	81.02
33. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	93.00 LF	4.65	0.00	2.10	434.55
34. HEPA Vacuuming - Light - (PER SF)	385.82 SF	0.00	0.30	6.37	122.12
35. Apply anti-microbial agent to the floor	385.82 SF	0.00	0.23	5.78	94.52
36. Air mover (per 24 hour period) - No monitoring	28.00 EA	0.00	25.61	39.44	756.52
37. Dehumidifier (per 24 hour period) - XLarge - No monitoring	7.00 EA	0.00	116.13	44.71	857.62
38. Equipment decontamination charge - HVY, per piece of equip	8.00 EA	0.00	45.51	22.87	386.95
Charge for wiping down equipment, germicide, and labor. Mandatory task to avoid cross contamination. Reference: IICRC S500 3rd Edition standards. Note: Labor cost to wash/wipe down contaminated equipment that may need heavy scrubbing and/or excessive cleaning due to use in heavily contaminated environment. Per piece of equipment.					
Totals: Room 4				146.52	3,560.78



Room 3

Height: 8'

249.48 SF Walls
305.73 SF Walls & Ceiling
6.25 SY Flooring
31.18 LF Ceil. Perimeter

56.25 SF Ceiling
56.25 SF Floor
31.18 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
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Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration

CONTINUED - Room 3

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
39. Contents - move out then reset - Extra large room	1.00 EA	0.00	173.34	0.00	173.34
40. Water extraction from hard surface floor - Cat 3 water	56.25 SF	0.00	0.73	2.26	43.32
41. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	31.18 LF	4.65	0.00	0.70	145.69
42. HEPA Vacuuming - Light - (PER SF)	56.25 SF	0.00	0.30	0.93	17.81
43. Apply anti-microbial agent to the floor	56.25 SF	0.00	0.23	0.84	13.78
44. Air mover (per 24 hour period) - No monitoring	8.00 EA	0.00	25.61	11.27	216.15
45. Equipment decontamination charge - HVY, per piece of equip	2.00 EA	0.00	45.51	5.71	96.73

Charge for wiping down equipment, germicide, and labor.

Mandatory task to avoid cross contamination.

Reference: IICRC S500 3rd Edition standards.

Note: Labor cost to wash/wipe down contaminated equipment that may need heavy scrubbing and/or excessive cleaning due to use in heavily contaminated environment. Per piece of equipment.

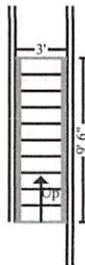
Totals: Room 3	21.71	706.82
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Room 5

Height: 8'

796.27 SF Walls	473.74 SF Ceiling
1,270.01 SF Walls & Ceiling	473.74 SF Floor
52.64 SY Flooring	99.53 LF Floor Perimeter
102.53 LF Ceil. Perimeter	



Subroom: Stairs (2)

Height: 14' 2"

209.94 SF Walls	28.39 SF Ceiling
238.32 SF Walls & Ceiling	48.20 SF Floor
5.36 SY Flooring	22.02 LF Floor Perimeter
18.92 LF Ceil. Perimeter	

Missing Wall

3' X 14' 2 1/4"

Opens into ROOM_5

Missing Wall

3' X 14' 2 1/4"

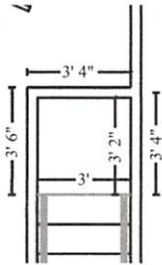
Opens into STAIRS1



Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration

CONTINUED - Room 5



Subroom: Stairs1 (1)

Height: 8'

74.67 SF Walls
84.17 SF Walls & Ceiling
1.06 SY Flooring
9.33 LF Ceil. Perimeter

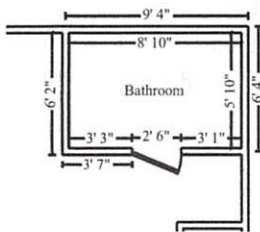
9.50 SF Ceiling
9.50 SF Floor
9.33 LF Floor Perimeter

Missing Wall

3' X 8'

Opens into STAIRS

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
46. Contents - move out then reset - Extra large room	1.00 EA	0.00	173.34	0.00	173.34
47. Tear out wet non-salvageable carpet, no bag - Cat 3 water	531.44 SF	0.44	0.00	0.00	233.83
48. Tear out wet carpet pad, no bagging - Category 3 water	531.44 SF	0.21	0.00	0.00	111.60
49. HEPA Vacuuming - Light - (PER SF)	531.44 SF	0.00	0.30	8.77	168.20
50. Apply anti-microbial agent to the floor	531.44 SF	0.00	0.23	7.96	130.19
Totals: Room 5				16.73	817.16



Bathroom

Height: 8'

234.72 SF Walls
286.27 SF Walls & Ceiling
5.73 SY Flooring
29.34 LF Ceil. Perimeter

51.55 SF Ceiling
51.55 SF Floor
29.34 LF Floor Perimeter

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
51. Tear out wet non-salvageable carpet, no bag - Cat 3 water	51.55 SF	0.44	0.00	0.00	22.68
52. Tear out wet carpet pad, no bagging - Category 3 water	51.55 SF	0.21	0.00	0.00	10.83
53. HEPA Vacuuming - Light - (PER SF)	51.55 SF	0.00	0.30	0.85	16.32
54. Apply anti-microbial agent to the floor	51.55 SF	0.00	0.23	0.77	12.63
Totals: Bathroom				1.62	62.46
Total: Basement				334.22	9,653.59



Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Line Item Totals: NINA_STAPEL

334.22

9,653.59

Grand Total Areas:

4,147.89 SF Walls	1,680.84 SF Ceiling	5,828.73 SF Walls and Ceiling
1,700.65 SF Floor	188.96 SY Flooring	514.26 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	514.17 LF Ceil. Perimeter
1,700.65 Floor Area	1,798.16 Total Area	3,732.92 Interior Wall Area
1,573.57 Exterior Wall Area	174.84 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

**Lakeshore Restoration LLC**

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Summary

Line Item Total	9,319.37
Material Sales Tax	6.25
Services Mat'l Tax	10.15
Subtotal	9,335.77
Service Sales Tax	317.82
Replacement Cost Value	\$9,653.59
Net Claim	\$9,653.59

R Lopez
Operations Manager



Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Recap of Taxes

	Material Sales Tax (5.5%)	Services Mat'l Tax (5.5%)	Service Sales Tax (5.5%)	Manuf. Home Tax (5.5%)	Storage Tax (5.5%)
Line Items	6.25	10.15	317.82	0.00	0.00
Total	6.25	10.15	317.82	0.00	0.00



Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Recap by Room

Estimate: NINA_STAPEL

Area: Basement	419.67	4.50%
Closet 2	392.28	4.21%
Room 2	382.08	4.10%
Room 1	2,798.52	30.03%
Closet 1	366.18	3.93%
Room 4	3,414.26	36.64%
Room 3	685.11	7.35%
Room 5	800.43	8.59%
Bathroom	60.84	0.65%
<hr/>		
Area Subtotal: Basement	9,319.37	100.00%
<hr/>		
Subtotal of Areas	9,319.37	100.00%
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Total	9,319.37	100.00%

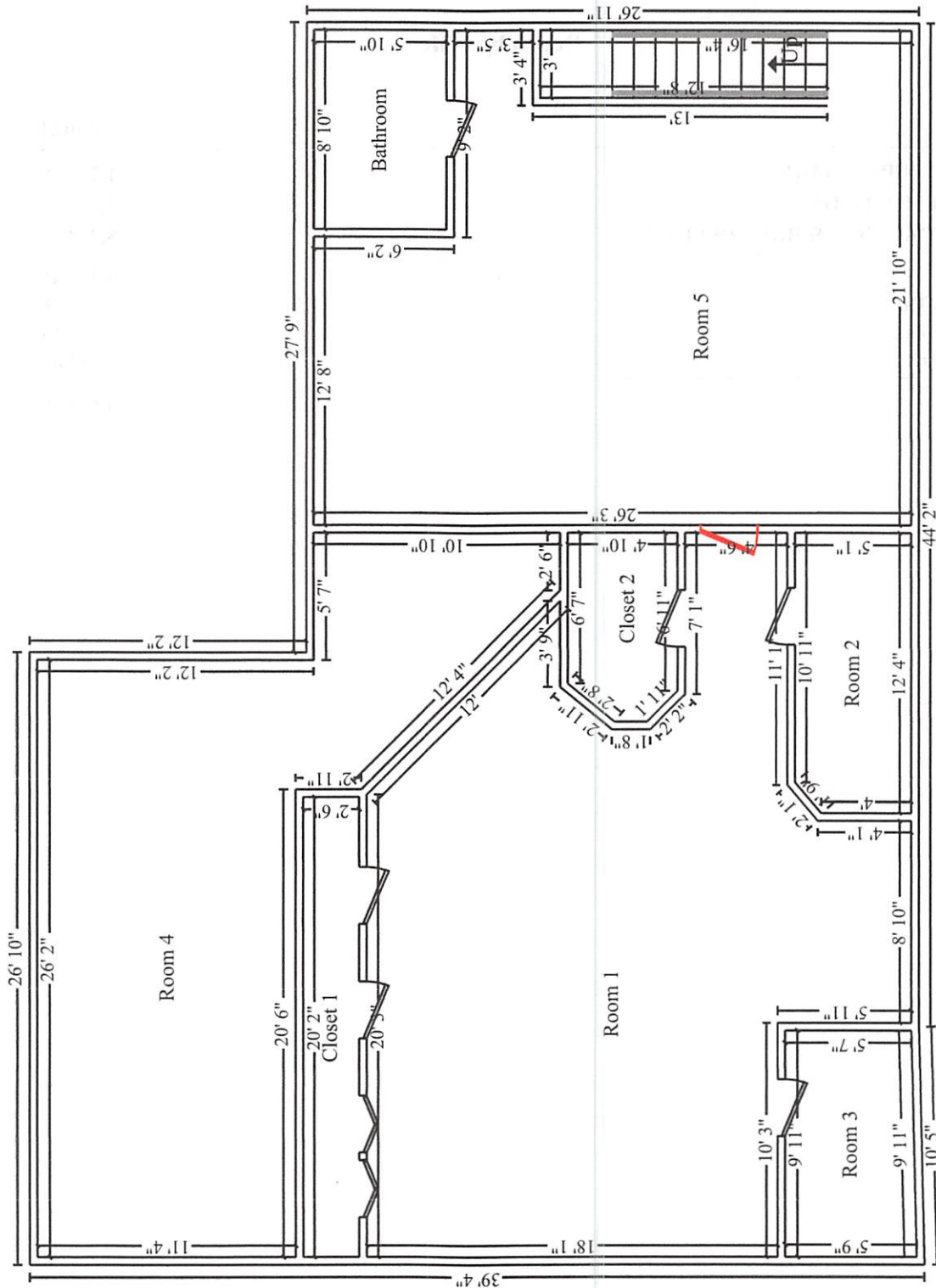


Lakeshore Restoration LLC

Water | Fire | Mold | Biohazard - Cleanup and Restoration

Recap by Category

Items	Total	%
CONTENT MANIPULATION	1,213.38	12.57%
GENERAL DEMOLITION	2,337.38	24.21%
WATER EXTRACTION & REMEDIATION	5,768.61	59.76%
Subtotal	9,319.37	96.54%
Material Sales Tax	6.25	0.06%
Services Mat'l Tax	10.15	0.11%
Service Sales Tax	317.82	3.29%
Total	9,653.59	100.00%



II

R. O. No. 69 - 22 - 23. By CITY CLERK. October 3, 2022.

Submitting a claim from Allstate a/s/o Matthew Friedl for alleged damages to vehicle when it was struck by a City of Sheboygan bus.

CITY CLERK

FHP

DATE RECEIVED 9-20-22

RECEIVED BY MKC

Item 9.

CLAIM NO. 15-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Allstate a/s/o Matthew Friedl
2. Home address of Claimant: PO Box 660636 Dallas, TX 75266
3. Home phone number: 972 871 6262
4. Business address and phone number of Claimant: Same as above
5. When did damage or injury occur? (date, time of day) 8/13/2022 345pm
6. Where did damage or injury occur? (give full description) Geele Ave & N 6th Street
7. How did damage or injury occur? (give full description) Our insured was stopped at a stop sign, and planning to head southbound on North six Street when a city of Sheboygan bus traveling eastbound on Geele Avenue attempted to make a left hand turn to drive northbound on N. 6th St. and cut the turn to close and struck our stopped vehicle, causing damage to the driver side front end corner, driver side door and rear driver side door.
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: Jeffrey Bemis
 - (b) Claimant's statement of the basis of such liability: Claimant turned corner too tight causing impact
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/a
 - (b) Claimant's statement of basis for such liability: na
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

Item 9.

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

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

Auto: \$ 10,054.32

Property: \$ 0.00

Personal injury: \$ 0.00

Other: (Specify below deductible \$ 1,500.00

TOTAL \$ 11,554.32

Damaged vehicle (if applicable)

Make: Toyota Model: Highlander Year: 2016 Mileage: 62,575

Names and addresses of witnesses, doctors and hospitals: _____

Witness Paul Werth 920 287 5774

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

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

SIGNATURE OF CLAIMANT

[Signature]

DATE

9/16/22

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

DATE RECEIVED

9.20.22

RECEIVED BY

MRC

CLAIM NO.

15-2

CLAIM

Claimant's Name: Allstate a/s/o Matthew Friedl Auto \$ 10,054.32
 Claimant's Address: PO Box 660636 Property \$
 Dallas, TX 75266 Personal Injury \$
 Claimant's Phone No. 972 871 6262 Other (Specify below) 500.00
 Other being deductible TOTAL \$ 11,554.32

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 \$ 11,554.32.

SIGNED



DATE:

9/16/2022

ADDRESS:

8901 Ester Blvd Irving TX 75063

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

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



CITY OF SHEBOYGAN
828 CENTER AVE STE 105
SHEBOYGAN WI 530814442

September 15, 2022

CLAIM NUMBER: 0680922713 F5G
DATE OF LOSS: August 13, 2022
OUR INSURED: MATTHEW FRIEDL
YOUR FILE NUMBER:
YOUR INSURED:
ADDRESS:

PHONE NUMBER: 800-374-4246
FAX NUMBER: 866-447-4293
OFFICE HOURS: Mon - Fri 7:00 am - 6:00 pm

CITY STATE ZIP: , ,
LOSS LOCATION: GEELE AVE AND N 6TH ST, Sheboygan,, WI
AMOUNT OF LOSS: \$11,554.32

Re: Subrogation Claim Notice

Dear CITY OF SHEBOYGAN,

Our investigation indicates your insured was responsible for the loss referenced above.

Please accept this letter as notice of our subrogation claim. Enclosed, you will find copies of the supporting documents for which we are seeking reimbursement. To assist you in your review, the following is a breakdown of our subrogation demand:

Auto Damage (Company Paid):	\$10,054.32
Rental:	\$
Towing:	\$
Other:	\$
Deductible (Customer Paid):	\$1,500.00
Salvage Recovery:	\$
Insured Out of Pocket (please send directly to our Insured):	\$626.54

Please forward your payment with our claim number to:

**Allstate Payment Processing Center
P.O. BOX 650271
Dallas, TX 75265 0271**

Be advised that any amounts received from you for less than the amount demanded will be considered an undisputed partial payment amount only, and we retain the right to pursue full payment.

We ask that you direct any future correspondence to the address listed at the top of this letter.

If corresponding by e-mail, please send to claims@claims.allstate.com and refer to the Allstate claim number on the subject line. Thank you.

0680922713 F5G

Sincerely,

RIKKI WEST

RIKKI WEST
800-374-4246 Ext. 8716262
Allstate Property and Casualty Insurance Company

0680922713 F5G

Report Date: 09/15/2022

Payment Ledger

Policy Holder:	LISA A AND MATTHEW J FRIEDL	Total Amount Paid	\$10,054.32
Participant:	MATTHEW FRIEDL	Medical Deductible:	\$0.00
Date of Loss:	08/13/2022	Co-payment Amount	\$0.00
Claim Number:	0680922713		

Payment/Credit Date	Payee/Payor	Check#	Amount
09/12/2022	CRASH CHAMPIONS - WEST BEND	14325	\$ 10,054.32

Crash Champions - West Bend
3000 W Washington St, West Bend, WI 53095
Phone: (262) 306-1900
FAX: (262) 306-3460

Workfile ID: d1ec5553
PartsShare: 6Vb3Z4
Federal ID: 47-1529314
State ID: NA
Federal EPA: NA
State EPA: NA

Item 9.

Supplement of Record 5 with Summary

RO Number: 14003868

Written By: Dan Ehlke, 9/6/2022 1:40:45 PM

Insured: FRIEDL, MATTHEW Policy #: 000912858835 Claim #: 000680922713D01
Type of Loss: Collision Date of Loss: 8/13/2022 3:45 PM Days to Repair: 30
Point of Impact: 11 Left Front

Owner:

FRIEDL, MATTHEW
4512 WHITE OAK LN
SHEBOYGAN, WI 53083
(920) 254-8517 Cell

Inspection Location:

Crash Champions - West Bend
3000 W Washington St
West Bend, WI 53095
Repair Facility
(262) 306-1900 Business

Insurance Company:

ALLSTATE PROPERTY & CASUALTY
Allstate Property and Cas
HOME OFFICE CLAIMS
Northbrook

VEHICLE

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

VIN: 5TDBKRFH1GS251153 Interior Color: Mileage In: 62,575 Vehicle Out: 9/6/2022
License: 657-RPJ Exterior Color: Black Pri Mileage Out: Job #: DENNIS/chris
State: WI Production Date: 1/2016 Condition: S

TRANSMISSION

Automatic Transmission
Overdrive
4 Wheel Drive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors

DECOR

Dual Mirrors
Privacy Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Dual Air Condition
Backup Camera

RADIO

AM Radio

FM Radio

Stereo
Search/Seek
CD Player
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

ROOF

Luggage/Roof Rack

SEATS

Cloth Seats
Bucket Seats
3rd Row Seat

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint
Metallic Paint

OTHER

Fog Lamps
Rear Spoiler
Signal Integrated Mirrors
California Emissions

RO Number: 14003868

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	License bracket				0.2	
3		O/H front bumper				2.2	
4	**	Repl A/M Bumper cover	521190E925	1	<u>182.00</u>	Incl.	3.0
		Note: Morrison Auto					
5		Add for Clear Coat					1.2
6		Add for fog lamps				0.4	
7	**	Repl Opt OEM Lower cover	521290E010	1	<u>185.00</u>	Incl.	
		Note: Torn					
8	**	S03 Repl A/M LT Lamp bezel w/o LED running lamp w/fog lamps	520400E020	1	<u>82.00</u>	Incl.	
9		Repl LT Side retainer tape	758950E010	1	6.58		
10		Repl RT Side retainer tape	758950E010	1	6.58		
11		Repl LT Side retainer clip	5387950020	1	9.42		
12	**	Repl Opt OEM LT Side support	521460E060	1	<u>25.00</u>	Incl.	
13	**	S03 Repl A/M CAPA Energy absorber	526110E091	1	32.00	Incl.	
14	**	Repl Opt OEM Impact bar (UHS)	520210E040	1	<u>345.00</u>	0.4	
15	*	R&I Center grille				Incl.	
16	**	S03 Repl Opt OEM LT Tow brkt cover	521280E926	1	<u>12.07</u>	Incl.	0.2
		Note: MISSING					
17		GRILLE					
18	R&I	R&I grille assy				Incl.	
19		FRONT LAMPS					
20	**	Repl A/M CAPA LT Headlamp assy w/o smoke accent	811500E180	1	<u>253.50</u>	0.3	
		Note: Morrison Auto					
21		R&I RT Headlamp assy w/o smoke accent				0.3	
22	*	S02 Repl LKQ LT Fog lamp assy +25%	8122002160	1	<u>125.00</u>	Incl.	
23		R&I RT Fog lamp assy				Incl.	
24		RADIATOR SUPPORT					
25	R&I	Sight shield				0.2	
26	#	R&I Hood Alarm Switch				0.1	
27		Repl LT Side support w/o Hybrid	532030E070	1	190.26 s	3.2	0.5
28		Aim headlamps				0.5	
29		Evacuate & recharge			m	1.4 M	
30		Refrigerant recovery			m	0.4 M	
31	R&I	R&I upper tie bar			s	0.4	
32		Repl LT Radiator support brace	572260E060	1	20.63	0.2	0.2
33	R&I	LT Side shield				0.1	
34	*	Rpr Lower tie bar			s	<u>0.5</u>	<u>0.3</u>
		Note: Secondary Damage and spot refinish					
35		Overlap Minor Panel					-0.2

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2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Prl

36			R&I	Lock support					0.2	
37			Repl	LT Fender mtg bkt plate	537180E070	1	26.66		0.2	0.2
38			Repl	Sight shield clip	9046707217	4	6.56			
39	*	S01	R&I	Front shield					Incl.	
40	COOLING									
41	*	S01	R&I	R&I radiator			m		2.5	
				Note: LABOR: Time includes R&I/R&R front shield, condenser and R&I shroud as an assembly.						
42	*	S01	R&I	R&I shroud as an assy			m		Incl.	
43			Repl	Duct	329170E010	1	122.20	m	Incl.	
44	**		Repl	A/M Trans cooler	3291048190	1	160.00	m	1.0	
45			Repl	Trans cooler mount bracket	3291348030	1	85.02			
46	#		Repl	Coolant (Extended life/OEM)		2	40.00			
				Note: Per Invoice						
47	AIR CONDITIONER & HEATER									
48	*	S01	R&I	Condenser assy w/o hybrid			m		Incl.	
49	HOOD									
50	#		R&I	Hood Switch					0.2	
51			R&I	R&I hood assy					0.6	
52	FENDER									
53			Repl	LT Outer rail extn (HSS)	571140E010	1	85.02	s	1.5	0.4
54	*		Sect	LT Rail assy w/o hybrid (HSS)	570280E041	1	732.01	s	5.3	0.8
				Note: LABOR: Time is after apron assembly and all necessary bolted-on parts are removed. Time does not include reinforcement bracket. Time is for complete replacement, for sectioning, see SECTIONING OPERATIONS.						
55				Overlap Minor Panel						-0.2
56	#		Repl	PLUG PLATE	90333-30008	4	8.84			
				Note: Plug on Rail section						
57	**		Repl	A/M LT Fender liner 3.5 liter standard cooling	538060E120	1	95.62		Incl.	
58			Repl	LT Mud guard	766220E010	1	36.98		0.2	
59	**		Repl	Opt OEM LT Wheel opng mldg	750860E010	1	100.00		Incl.	
60			Repl	LT Mud guard clip	7586706030	1	6.26			
61	**		Repl	Opt OEM LT Fender (HSS)	538020E100	1	263.00		2.3	2.2
62				Add for Edging						0.5
63			Repl	LT Mud guard grommet	90189A0008	2	2.98			
				Note: 2 of these are required.						
64			R&I	LT Shield					Incl.	
65			R&I	LT Molding assy painted black					Incl.	
66	*		Rpr	LT Front panel			s		1.0	0.3
				Note: Secondary Damage - Spot Refinsih after Fuse box						
67				Overlap Minor Panel						-0.2
68	*		Rpr	LT Inner reinf			s		0.2	0.2
				Note: Spot Refinish and repair for Rad support Repacement						
69				Overlap Minor Panel						-0.2
70	*		Rpr	LT Molding assy painted black					0.5	0.3
				Note: Backedg Damage						
71		S04	Repl	LT Molding assy pad	757930E070	2	19.94			

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Note: PARTS: Part included with body side molding. Part cannot be reused/reinstalled.
LT and RT per Invoice same number

72	FRAME						
73	#	Rpr	Unibody structural repair			2.0	F
			Note: Pull To Toyota Dimentions				
74	ELECTRICAL						
75	**	S02	Subl	A/M D&R wiring harness - LT Fog Lamp	1	120.00	
				Note: Per Invoice			
76			R&I	Battery 575 CCA		m	0.4
77	*		R&I	LT Relay box			<u>1.0</u>
				Note: Lift and Remove for Rad support Replacement			
78	#			D&R wiring harness	1		0.5
				Note: Loosen and remove for replace of parts			
79	WHEELS						
80	*	S01	Repl	LKQ LT/Front Wheel, alloy 18", type 2 gunmetal +25%	426110E440	1	<u>206.25</u> m <u>0.1</u>
				Note: Machined and painted dmaage			
81	WINDSHIELD						
82			R&I	LT Side molding			0.2
83			Repl	LT Side molding clip	755450E020	2	12.52
				Note: Mont clips broke			
84	RESTRAINT SYSTEMS						
85			R&I	Ft impact sensor LT		m	0.1
86	ROOF						
87			R&I	RT Drip molding front			0.4
88			R&I	RT Drip molding center			0.4
89			R&I	RT Drip molding rear			0.4
90			Blnd	LT Roof side panel outer			0.8
91	*		R&I	<u>Front rail</u>			<u>0.2</u>
92	*		R&I	<u>Rear rail</u>			<u>0.2</u>
93	PILLARS, ROCKER & FLOOR						
94			R&I	LT Scuff plate rear w/o Hybrid			0.1
95			R&I	LT Surround w'strip rear			0.5
96	FRONT DOOR						
97	*		Rpr	<u>LT Outer panel (HSS)</u>			<u>2.5</u> 2.1
				Note: Front to back damage - Scratches and dings form impact			
98				Overlap Major Adj. Panel			-0.4
99	#			Basecoat Reduction	1		-0.3
100			R&I	LT Frame molding			0.3
101			R&I	LT Rocker molding painted black			0.3
102			Repl	LT Frame molding rivet	90269A0006	6	5.16
				Note: 6 of these are required.			
103			R&I	LT Belt molding			0.3
104			R&I	LT R&I mirror			0.3
105			R&I	LT Handle, outside w/o Smart			0.3

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			Key black						
106	*	Rpr	LT Handle, outside w/o Smart Key black					0.3	0.4
107			Overlap Minor Panel						-0.2
108		Blnd	LT Cover black						0.1
109		R&I	LT Lock assy					0.4	
110		R&I	LT R&I trim panel					0.5	
111		R&I	LT Handle base					0.1	
			Note: LABOR: Time is after handle, outside is removed.						
112	*	R&I	LT Water shield					0.1	
113		Repl	LT Rocker molding pad	757930E040	1	12.53			
			Note: PARTS: Part included with body side molding. Part cannot be reused/reinstalled.						
114	*	R&I	LT Weatherstrip ROCKER OUTER, LH					0.1	
115	REAR DOOR								
116	*	R&I	LT Weatherstrip rear					0.2	
117		Repl	LT Weatherstrip front	678960E020	1	16.03		0.2	
			Note: PARTS: Part cannot be reused/reinstalled. LABOR: Time included with R&R door shell and outer panel.						
118	*	Rpr	LT Outer panel (HSS)					2.5	2.1
			Note: Front to back damage - Scratches and dings form impact						
119			Overlap Major Adj. Panel						-0.4
120	#	Refn	Basecoat Reduction						-0.3
121	*	R&I	LT Belt molding					0.3	
122	**	Repl	Opt OEM LT Lower molding	750780E010	1	64.00		0.3	
123		R&I	LT Rocker molding painted black					0.3	
124		R&I	LT Handle, outside black					0.3	
125		R&I	LT Handle base					0.1	
126	#	R&I	Rear Door Ajar Switch					0.1	
127	*	R&I	LT Door trim panel fabric black					0.6	
128	*	R&I	LT Water shield					0.1	
129	*	R&I	LT Door trim panel metallic accent black					0.6	
130		Repl	LT Stone guard	757480E010	1	16.18		0.2	
131		R&I	LT Striker					0.2	
132		Repl	LT Rocker molding pad	757970E030	1	12.53			
			Note: PARTS: Part included with body side molding. Part cannot be reused/reinstalled.						
133	QUARTER PANEL								
134	*	Rpr	LT Quarter panel w/o blind spot					6.5	2.9
			Note: Front Torn - weld tear - Rear Dented by bumper						
135			Overlap Major Adj. Panel						-0.4
136			Add for Lock Pillar						0.5
137	#	Refn	Basecoat Reduction						-0.3
138		R&I	LT Wheelhouse liner					0.3	
139		S02 Repl	LT Seal	616680E030	1	48.01		0.2	
			Note: PARTS: Part cannot be reused/reinstalled. LABOR: Time included with R&R quarter panel.						
140	#	Repl	Urethane Kit		1	15.00			

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141	**	Repl	A/M LT Wheel opng mldg	750880E010	1	59.00	0.3	
142		R&I	LT Roof trim flaxen				0.1	
143		Repl	LT Quarter glass Toyota	627200E150	1	332.52	1.5	
			Note: PARTS: Part cannot be reused/reinstalled. LABOR: Time is after headliner is removed.					
144		R&I	LT Upper qtr trim rear flaxen				0.3	
145		R&I	LT Upper qtr trim front flaxen				0.2	
146	REAR LAMPS							
147		R&I	LT Combo lamp assy				0.3	
148	REAR BUMPER							
149	* <>	Rpr	Bumper cover w/o park assist				2.0	2.6
150			Overlap Major Non-Adj. Panel					-0.2
151			Clear Coat					2.5
152	#	Refn	Basecoat Reduction					-0.3
153		Repl	LT Mud guard	766260E010	1	64.88	0.2	
154		R&I	RT Mud guard				0.2	
155	*	R&I	Lower trim panel				0.7	
156	#	S04 Subl	4 WHEEL ALIGNMENT.		1	100.00	T	
			Note: Attached					
157	#		Corrosion Protection		1	12.00		
158	#		COVER CAR		1	5.00		
159	#		Flex Additive		1	7.00		
160	#		FRAME SET UP MEASURE		1		1.5	
			Note: Frame Damage					
161	#		Hazardous Waste		1	3.00		
162	#	S04 Subl	Tire Mount and Balance +20%		1	46.20		
			Note: Tire M/B Inc Fitting Kit as LKQ Sensor Bad.					
163		S02 R&I	LT Side support				0.1	
164	VEHICLE DIAGNOSTICS							
165	*	Rpr	Pre-repair scan			m	0.5	M
			Note: Pre-Scan necessary to inspect for loss related diagnostic trouble codes					
166	*	S04 Subl	Post-repair scan		1	Incl. X m		
167	#	S04 Subl	ADAS Calibration		1	170.00		
168	MISCELLANEOUS OPERATIONS							
169	#	S02 Repl	Mask jams/openings		1	5.00	0.6	
			Note: LR door opening - Engine Bay, Primer					
170	#	S03	Feather edge prime and block		1	5.00	1.0	
			Note: Mask Body lines - Mask for primer and block - prep for paint					
171	#	S04 Repl	Fuel Charge		1	5.00		
			Note: Keystone - invoice attached.					
172	#	S05 Repl	Clips/retainers.		1	17.52		
			Note: Per invoice					
173			OTHER CHARGES					
174	#		Towing		1	761.00		
SUBTOTALS						5,387.46	61.0	20.7

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ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			4,526.46
Parts Discount	\$ 1,544.94	-2.0 %	-30.90
Body Labor	56.7 hrs @	\$ 61.00 /hr	3,458.70
Paint Labor	20.7 hrs @	\$ 61.00 /hr	1,262.70
Mechanical Labor	2.3 hrs @	\$ 80.00 /hr	184.00
Frame Labor	2.0 hrs @	\$ 70.00 /hr	140.00
Paint Supplies			550.00
Miscellaneous			100.00
Other Charges			761.00
Subtotal			10,951.96
Sales Tax	\$ 10,951.96 @	5.5000 %	602.36
Grand Total			11,554.32
Deductible			1,500.00
CUSTOMER PAY			1,500.00
INSURANCE PAY			10,054.32

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SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Added Items							
172	#	S05 Repl Clips/retainers.		1	17.52		
		NOTE: Per invoice					
SUBTOTALS					17.52	0.0	0.0

TOTALS SUMMARY

Category	Basis	Rate	Cost \$
Parts			17.52
Subtotal			17.52
Sales Tax	\$ 17.52 @	5.5000 %	0.96
Additional Supplement Taxes			0.01
Total Supplement Amount			18.49
NET COST OF SUPPLEMENT			18.49

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	11,388.69	Dan Ehlke
Supplement S01	-341.08	Dan Ehlke
Supplement S02	245.17	Dan Ehlke
Supplement S03	135.05	Dan Ehlke
Supplement S04	108.00	Dan Ehlke
Supplement S05	18.49	Dan Ehlke
Job Total:	\$ 11,554.32	
CUSTOMER PAY:	\$ 1,500.00	
INSURANCE PAY:	\$ 10,054.32	

This estimate has been repaired based on the use of crash parts supplied by a source other than the manufacturer of the motor vehicle. Warranties applicable to these replacement parts are provided by the manufacturer or distributor of these parts rather than the manufacturer of your vehicle.

NO WARRANTY ON RUST.

PART PRICES SUBJECT TO CHANGE.

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.

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Estimate calculated using a preset user threshold amount for the paint and material cost.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARM8470, CCC Data Date 09/01/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

IMPORTANT INFORMATION ABOUT THE NAMED INSURANCE COMPANY'S PARTS POLICY.

THIS ESTIMATE MAY LIST PARTS FOR USE IN THE REPAIR OF YOUR VEHICLE THAT ARE MANUFACTURED BY A COMPANY OTHER THAN THE ORIGINAL MANUFACTURER OF YOUR VEHICLE. THESE PARTS ARE COMMONLY REFERRED TO AS AFTERMARKET PARTS OR COMPETITIVE PARTS, AND MAY INCLUDE COSMETIC OUTER BODY CRASH PARTS SUCH AS HOODS, FENDERS, BUMPER COVERS, ETC. THE INSURANCE COMPANY GUARANTEES THE FIT AND CORROSION RESISTANCE OF ANY AFTERMARKET/COMPETITIVE OUTER BODY CRASH PARTS THAT ARE LISTED ON THIS ESTIMATE AND ACTUALLY USED IN THE REPAIR OF YOUR VEHICLE FOR AS LONG AS YOU OWN IT. IF A PROBLEM DEVELOPS WITH THE FIT OR CORROSION RESISTANCE OF THESE PARTS, THEY WILL BE REPAIRED OR REPLACED AT THE INSURANCE COMPANY'S EXPENSE. THIS GUARANTEE IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PART. THE INSURANCE COMPANY DOES NOT SEPARATELY GUARANTEE THE PERFORMANCE OF ORIGINAL EQUIPMENT MANUFACTURER PARTS AND MAKES NO REPRESENTATION ABOUT THE AVAILABILITY OF ANY MANUFACTURER'S GUARANTEE.

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PARTS SUPPLIER LIST

Line	Supplier	Description	Price
8	Go-Parts 6485 SHILOH RD B #400 ALPHARETTA GA 30005 (770) 965-6400	#TO1038177 A/M LT Lamp bezel w/o LED running lamp w/fog lamps Quote: 333q-31856235-9209 Expires: 08/23/22	\$ 82.00
13	Keystone 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#TO1070181C A/M CAPA Energy absorber Quote: 1396232168 Expires: 10/14/22	\$ 32.00
20	All Star Auto Lights - ARO 3250 N Post Rd, Bldg 200 INDIANAPOLIS IN 46226 (407) 271-8949	#31211F2LAC1 A/M CAPA LT Headlamp assy w/o smoke accent Quote: 1293465209 Expires: 08/26/22	\$ 253.50
22	Morrison's Auto, Inc 6307 State Road 59 West. Edgerton WI 53534 (800) 866-2277	#22F0862 LKQ LT Fog lamp assy +25% 9/1/15 Quote: CCC-129423641 Expires: 09/02/22	\$ 125.00
27	Wilde Toyota 32252 S. 108th St. West Allis WI 53227	#532030E070 LT Side support w/o Hybrid Quote: 1293312542 Expires: 09/18/22	\$ 190.26
44	1-800-Radiator 3695 N 126TH ST UNIT F BROOKFIELD WI 53005 (262) 781-8888	#24000255AP A/M Trans cooler Quote: 30636564 Expires: 08/30/22	\$ 160.00
57	Go-Parts 6485 SHILOH RD B #400 ALPHARETTA GA 30005 (770) 965-6400	#TO1248195 A/M LT Fender liner 3.5 liter standard cooling Quote: 333q-31855333-4151 Expires: 08/23/22	\$ 95.62
80	Morrison's Auto, Inc 6307 State Road 59 West. Edgerton WI 53534 (608) 884-4436	#22B0206 LKQ LT/Front Wheel, alloy 18", type 2 gunmetal +25% 4/15,18X7-1/2 ALLOY 10 RAISED SPOKE 5 V SPOKE,CENTER INCLUDED,A GRADE, SPUN, W/SENSOR Quote: CCC-129051607 Expires: 08/29/22	\$ 165.00
141	KSI Trading Corp. 5414A West Roosevelt Road	#7167174 A/M LT Wheel opng mldg	\$ 59.00

RO Number: 14003868

2016 TOYO Highlander LE AWD 4D UTV 6-3.5L Gasoline Sequential MPI Black Pri

Chicago IL 60644
(800) 244-2639

Quote: 74209520
Expires: 08/24/22



For Customer Support refer to the appropriate platform below:

Police Records Retrieval

800-934-9698

PoliceRecords.support@lexisnexisrisk.com

Accurint for Insurance

866-277-8407

Accurint.support@lexisnexisrisk.com

PAGE COUNT: 7

CLIENT: 8810
DIVISION:
ADJUSTER: OE09B5
CLAIM: 0680922713

TRANSACTION #: 1850711462
DATE: 08/22/2022

DATE OF LOSS: 08/13/2022 TIME OF LOSS: 15:45:0
STREET: NORTH 6TH ST
CITY: SHEBOYGAN
COUNTY: SHEBOYGAN
STATE: WI

INVESTIGATING AGENCY: SHEBOYGAN PD
REPORT NUMBER: C22-14919
REPORT TYPE: AUTOACCIDENT
PARTY1: MATTHEW J FRIEDL
PARTY2:
PARTY3:

CAR: HIGHLANDER MAKE: TOY TRUCKS YEAR: 2016
TAG:

ADDITIONAL INFO: MAKING A TURN

NOTE:

THANK YOU FOR YOUR ORDER!

G7L0FW8HNV
C22-14919

WISCONSIN MOTOR VEHICLE
CRASH REPORT

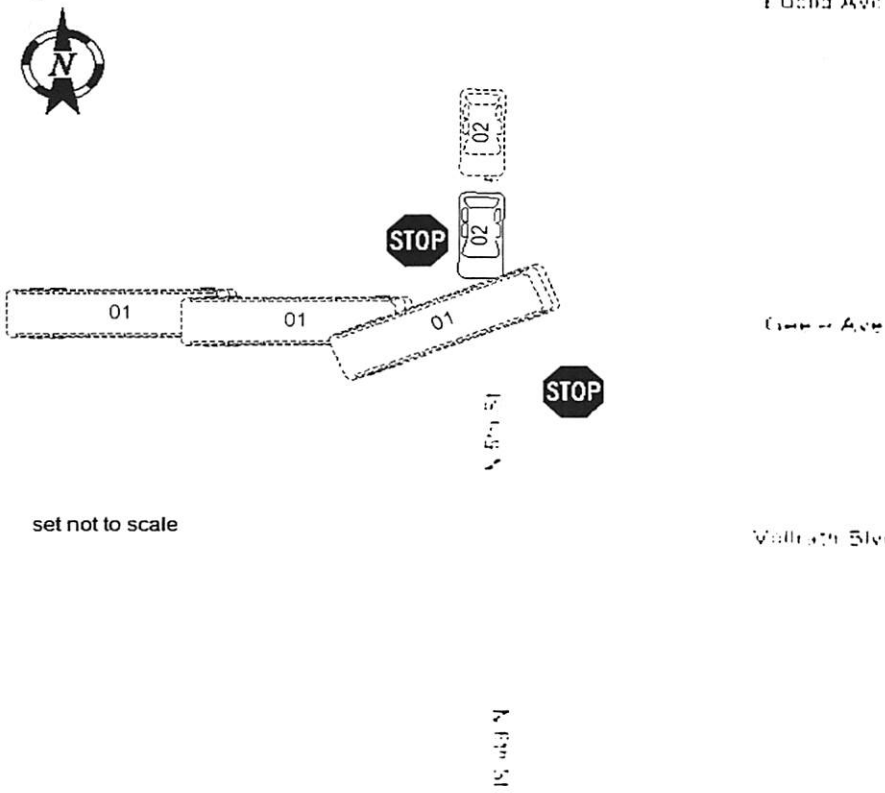
SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Item 9.

G7L0FW8HNV

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy OFFICER T. JOHNSON	
Crash Date 08/13/2022		Crash Time 03:50 PM		Date Arrived 08/13/2022		Time Arrived 03:56 PM	
Date Notified 08/13/2022		Time Notified 03:54 PM		Total Units 02		Total Injured 00	Total Killed 00
On Emergency	Hit and Run	Lane Closure	Work Zone	Trailer or Towed		Reporting Threshold	
Government Property	Active School Zone		School Bus Related NO	Tags			
✓ Reportable		Crash Type DT4000 (STANDARD CRASH)		Amended		Secondary Crash	

Description

Diagram		Reconstruction By	
		Photos By OFFICER JOHNSON	
		Additional Information PHOTOS, BODY CAMERA VIDEO	

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

BOTH DRIVERS ID BY WI DL. DRIVER OF VEH 01 INDICATED THAT HE WAS PARKED ON THE SIDE OF GEELE AVE TO DROP OFF ANOTHER INDIVIDUAL. HE INDICATED THAT ONCE HE DROPPED THEM OFF HE GOT BACK ON THE MAIN ROAD AND STARTED TO TURN LEFT TO GO NB ON N 6TH STREET. HE SAID THAT VEH 02 HAD COME UP TO THE SIGN VERY QUICK AT N 6TH AND GEELE AVE TO GO SB. HE INDICATED THAT WHILE HE WAS TURNING VEH 02 HAD HIT THE SIDE OF THE BUS. HE STATED THAT HE FELT VEH 02 WAS SPEEDING UP TO THE STOP SIGN AND DIDN'T STOP. DRIVER OF VEH 02 INDICATED THAT HE WAS STOPPED AT N 6TH AND GEELE. HE SAID THAT WHILE HE WAS STOPPED THE BUS HAD CUT THE TURN TOO TIGHT TO GO NB ON N 6TH AND HAD HIT THE FRONT END OF HIS CAR. HE INDICATED THAT THERE WAS A MAILMAN IN THE AREA WHO HAD ALSO WITNESSED THE INCIDENT. I WAS ABLE TO MAKE CONTACT WITH POSTMAN, PAUL WERTH 920-287-5774, VIA PHONE. HE TOLD ME THAT HE WAS PARKED ON THE SOUTHWEST CORNER OF N 6TH AND GEELE AVE WHEN HEARD A LOUD CRUNCH OCCUR. HE STATED THAT HE SAW THE BUS DRAG THE OTHER VEHICLE, AND THAT VEH 02 WAS PARKED BEHIND THE CROSSWALK BY THE STOP SIGN BEFORE BUT HAD TO PULL FORWARD AFTER IMPACT TO GET OUT OF THEIR VEHICLE. HE STATED THAT HE DID NOT SEE WHAT OCCURRED UNTIL AFTER HE HEARD THE CRASH. THERE WERE NO INJURIES. BOTH VEHICLES WERE TOWED. I WAS ABLE TO REVIEW THE VIDEO FOOTAGE FROM SHORELINE METRO. IN THE VIDEO I OBSERVED VEH 02 COME TO THE STOP SIGN ON N 6TH AND WAS STOPPED BEHIND THE CROSSWALK. I OBSERVED VEH 01 ON GEELE AVE PULL BACK INTO TRAFFIC AND STARTED TO TURN ONTO N 6TH. WHILE TURNING VEH 01 TURNED TOO TIGHT AND

Wisconsin Motor Vehicle Crash
Form DT4000

This report does not include any CJIS data.

1 of 6

Crash Date **08/13/2022**
Crash Time **03:50 PM**

G7L0FW8HNV
C22-14919

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

Item 9.

COLLIDED WITH THE FRONT END OF VEH 02 WHO WAS STILL STOPPED AT THE STOP SIGN.

Location

ON GEELE AVE 6 FT E OF N 6TH ST IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.768362422	Longitude -87.709487506
	X Coordinate 442896.5625	Y Coordinate 4846390.5
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY	
Manner of Collision 01 - ANGLE	Light Condition DAYLIGHT	
Road Surface Condition(s) DRY	Roadway Factor(s) NONE	
Environment Factor(s) NONE		
Weather Condition(s) CLEAR		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION

Unit Summary

01 UNIT	Unit Status IN TRANSIT	Vehicle Operating As Classification C CLASS		Unit Type BUS	
	Vehicle Type PASSENGER BUS/TRANSIT BUS			Operating As Endorsements	
	Total Occs 3	Train/Bus # Recorded 1	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
	Insurance? YES	Direction Of Travel NORTHBOUND	Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION	Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control STOP SIGN	Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT	Road Grade LEVEL	
	Truck Bus or HazMat NO				

Vehicle

01 UNIT VEHICLE	01	License Plate Number C20713	Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES
		Vehicle Identification Number 15GGB2715N3197426	Make GILLIG	Year 2022	Model SHORELINE
		Color WHI - WHITE	Body Style BU - BUS	Bus Use TRANSIT/COMMUTER	
		Initial Contact Point 11 - LEFT FRONT CORNER	Vehicle Damage 08 - LEFT SIDE REAR, 09 - LEFT SIDE MIDDLE, 10 - LEFT SIDE FRONT		
		Extent Of Damage DISABLING DAMAGE			
					

Wisconsin Motor Vehicle Crash
Form DT4000

This report does not include any CJIS data.
2 of 6

Crash Date **08/13/2022**
Crash Time **03:50 PM**

G7L0FW8HNV
C22-14919

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

Item 9.

UNIT VEHICLE	Towed Due To Damage TOWED DUE TO DISABLING DAMAGE		Vehicle Removed By LANSER TOWING	
	What Driver Was Doing LEFT TURN		Vehicle Factors NOT APPLICABLE	
	Driver Prior Action Other			
	Driver Actions UNKNOWN			
01 01	Owner Name CITY OF SHEBOYGAN		Owner Address 828 CENTER AVE SHEBOYGAN, WI 53081 , US	
	Sequence Of Events			
01 02 03 04	Event MOTOR VEH IN TRANSPORT			
	Event			
	Event			
	Event			
UNIT	Policy Holder			
	Insurance Company TRANSIT-MUTUAL-INS-CORP-OF-WISCONSIN		Organization/Company CITY OF SHEBOYGAN	
UNIT INDIVIDUAL	Individual			
	Driver JEFFREY HARRY BEMIS (920) 980-5209		Citations Issued 0	Sex MALE
			Date of Birth 03/13/1954	Race WHITE
	Address 3424 S 17TH ST SHEBOYGAN, WI 53081 , US		Driver License Number B5204285409305 STATE: WISCONSIN COUNTRY: UNITED STATES	
01 002	Safety Equipment		On Duty Crash	
			Safety Equipment	
	Row 01 - FRONT ROW	Seat Position 07 - LEFT	SHOULDER & LAP BELT	
	Helmet Use		Helmet Compliance	
Eye Protection		Tint Compliance		
01 002	Injury		Injury Severity NO APPARENT INJURY	
			Airbag NON DEPLOYED	
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED	
	Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
Hospital		Date of Death	Time of Death	
Distracted By		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		
Distracted By Action NOT DISTRACTED				

G7L0FW8HNV
C22-14919

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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


Item 9.

UNIT INDIVIDUAL 01 002	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other				
	To/From School				
	Drug & Alcohol		Suspected Alcohol Use NO		Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results
	Drug Type				
	Individual Condition APPEARED NORMAL				

Unit Summary

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

Vehicle

UNIT VEHICLE 02 02	License Plate Number 657RPJ		Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 5TDBKRFH1GS251153		Make TOYOTA	Year 2016	Model HIGHLANDER	
	Color BLK - BLACK		Body Style UT - SPORT UTILITY VEHICLE		Bus Use	
	Initial Contact Point 11 - LEFT FRONT CORNER		Vehicle Damage			
	Extent Of Damage FUNCTIONAL DAMAGE		10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER			
	Towed Due To Damage TOWED DUE TO DISABLING DAMAGE		Vehicle Removed By BRETT'S TOWING			
						

Wisconsin Motor Vehicle Crash
Form DT4000

This report does not include any CJIS data.
4 of 6

Crash Date 08/13/2022
Crash Time 03:50 PM

G7L0FW8HNV
C22-14919

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

Item 9.

UNIT VEHICLE	02	What Driver Was Doing GOING STRAIGHT	Vehicle Factors NOT APPLICABLE	
	02	Driver Prior Action Other		
	02	Driver Actions UNKNOWN		
	02	Owner Name MATTHEW JAMES FRIEDL (920) 254-8517	Owner Address 4512 WHITE OAK LN SHEBOYGAN, WI 53083 , US	
UNIT INDIVIDUAL	01	Sequence Of Events		
	01	Event MOTOR VEH IN TRANSPORT		
	02	Event		
	03	Event		
	04	Event		
	01	Policy Holder		
	01	Insurance Company ALLSTATE-INS-CO	Individual MATTHEW FRIEDL	
	01	Individual		
	01	Driver MATTHEW JAMES FRIEDL (920) 254-8517	Citations Issued 0	Sex MALE
	01		Date of Birth 09/24/1976	Race WHITE
	01	Address 4512 WHITE OAK LN SHEBOYGAN, WI 53083 , US	Driver License Number F6345507634400 STATE: WISCONSIN COUNTRY: UNITED STATES	
	UNIT 001	01	Safety Equipment	On Duty Crash
01		Row 01 - FRONT ROW	Seat Position 07 - LEFT	SHOULDER & LAP BELT
01		Helmet Use	Helmet Compliance	
01		Eye Protection	Tint Compliance	
01		Injury	Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED
01		Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED
01		Medical Transport NOT TRANSPORTED	EMS Agency Identifier	EMS Run #
01		Hospital	Date of Death	Time of Death
01		Distracted By	Distracted By Source NOT APPLICABLE (NOT DISTRACTED)	
01		Distracted By Action NOT DISTRACTED		
01		Non Motorist	Striking Unit #	Location



Rental Agreement # 7D2XWJ

Renter Information

Renter Name

MATT FRIEDL

Renter Address

SHEBOYGAN, WI 53083
USA

Vehicle Information

SENT

License #: FL777ABM

State/Province: IN

Unit #: 8CQHM5

Vehicle #: MY281694

Vehicle Class Driven

Midsize 2/4 door/Automatic/Air

Vehicle Class Charged

Midsize 2/4 door/Automatic/Air

Odometer Mileage/Kilometers

Starting: 33013 Ending: 33545

Total: 532

Fuel

Starting: 1/2 Ending: 15/16

**Thank you for renting
with Enterprise Rent-A-
Car**

We appreciate your business!

This email was automatically generated
from an unattended mailbox, so please
do not reply to this e-mail.

If you have any questions about your
rental, please view our Frequently
Asked Questions or send us a secured
message by visiting our [Support Center](#)

Trip Information

Pickup

Wednesday, August 24, 2022 4:43 PM

SHEBOYGAN

3060 S BUSINESS DR
SHEBOYGAN, WI 53081-6521
USA

Return

Wednesday, September 7, 2022 3:06 PM

SHEBOYGAN

3060 S BUSINESS DR
SHEBOYGAN, WI 53081-6521
USA

Bill-To:
Subtotal

\$0.00

Renter Charges

Rental Rate	Time & Distance 15 Day at \$36.99 / Day	\$554.85
Mileage	Unlimited Mileage	Included
Taxes and Fees	State Rental Vehicle Fee (5.00%)	\$28.35
	Title And Registration Fees (\$0.81 / Day)	\$12.15
	Sales Tax (5.50%)	\$31.19

Total
\$626.54

(Subject to audit)

Amount charged on September 7, 2022 to VISA (3144) (\$626.54)

APN: 43484153452056495341

AID: A0000000031010

Verified: Signature

Entry: Chip

TSI: E800

Amount Due
\$0.00

II

R. O. No. 29 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting a claim from Jody Gallaway for alleged damages to vehicle when it was struck by a falling tree branch on North 25th Street.

FAP

CITY CLERK

DATE RECEIVED 6-27-22

RECEIVED BY WKC

CLAIM NO. #8-22

Item 9.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 27 '22 PM 12:06

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.

no estimates - car is not worth cost of repairs.

1. Name of Claimant: JODY GALLAWAY
2. Home address of Claimant: 1824 N. 25 St. Sheboygan 53081
3. Home phone number: 608.485.0168
4. Business address and phone number of Claimant: 1011 N. 8 St. Sheboygan 53081; 920.459.3181
5. When did damage or injury occur? (date, time of day) 6/15/2022 8:23 pm
6. Where did damage or injury occur? (give full description) Car was parked on street in front of house (home address above) tree broke and fell on top of car.
7. How did damage or injury occur? (give full description) Large branch of tree fell on car during storm, Crushed top of car and shattered rear window and cracked front windshield.
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: Tree was damaged before storm.
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: Tree
 - (b) Claimant's statement of basis for such liability: crushed car

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

Item 9.

NO INJURIES to Humans. Car is totaled.

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

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

Auto: \$ 2000.00

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 2000.00

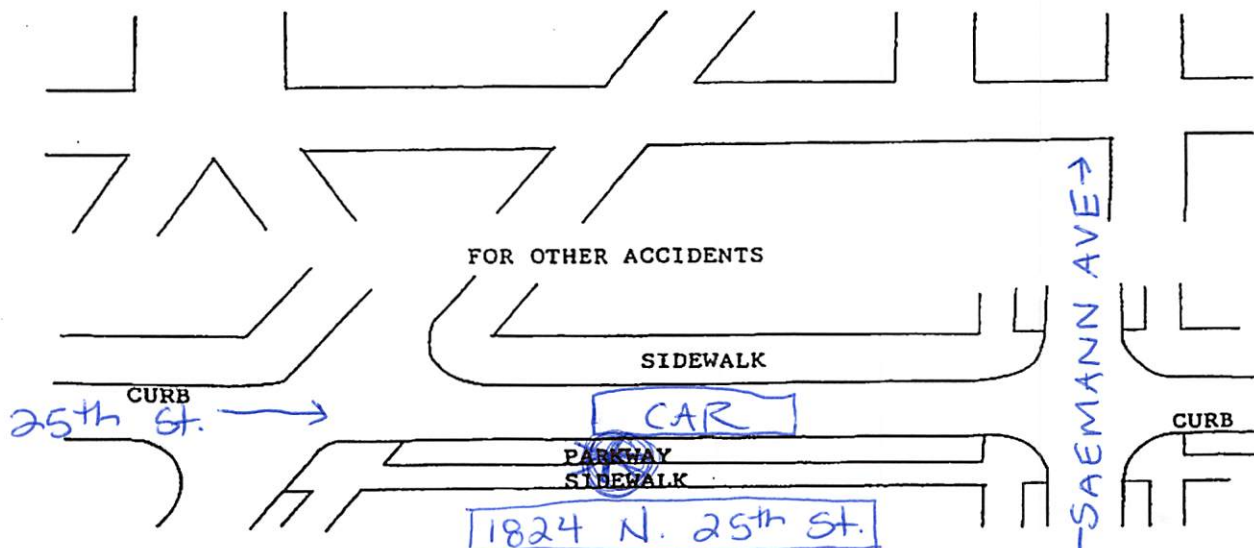
Damaged vehicle (if applicable)

Make: Acura Model: TL Year: 2005 Mileage: 249,366

Names and addresses of witnesses, doctors and hospitals: Sophie Nguyen,
Bill Alvarez and Jody Gallaway - all residents
of 1824 N. 25 Street, Sheboygan 53081

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

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



SIGNATURE OF CLAIMANT

Jody Gallaway
= tree

DATE

6/26/22

DATE RECEIVED _____

RECEIVED BY _____

Item 9.

CLAIM NO. _____

CLAIM

Claimant's Name: JODY A. GALLAWAY Auto \$ 2000.00
Claimant's Address: 1824 N. 25th St. Property \$ _____
Sheboygan, WI 53081 Personal Injury \$ _____
Claimant's Phone No. 608.485.0168 Other (Specify below) \$ _____
TOTAL \$ 2000.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2000.00.

SIGNED

Jody A. Gallaway

DATE:

6/26/2022

ADDRESS:

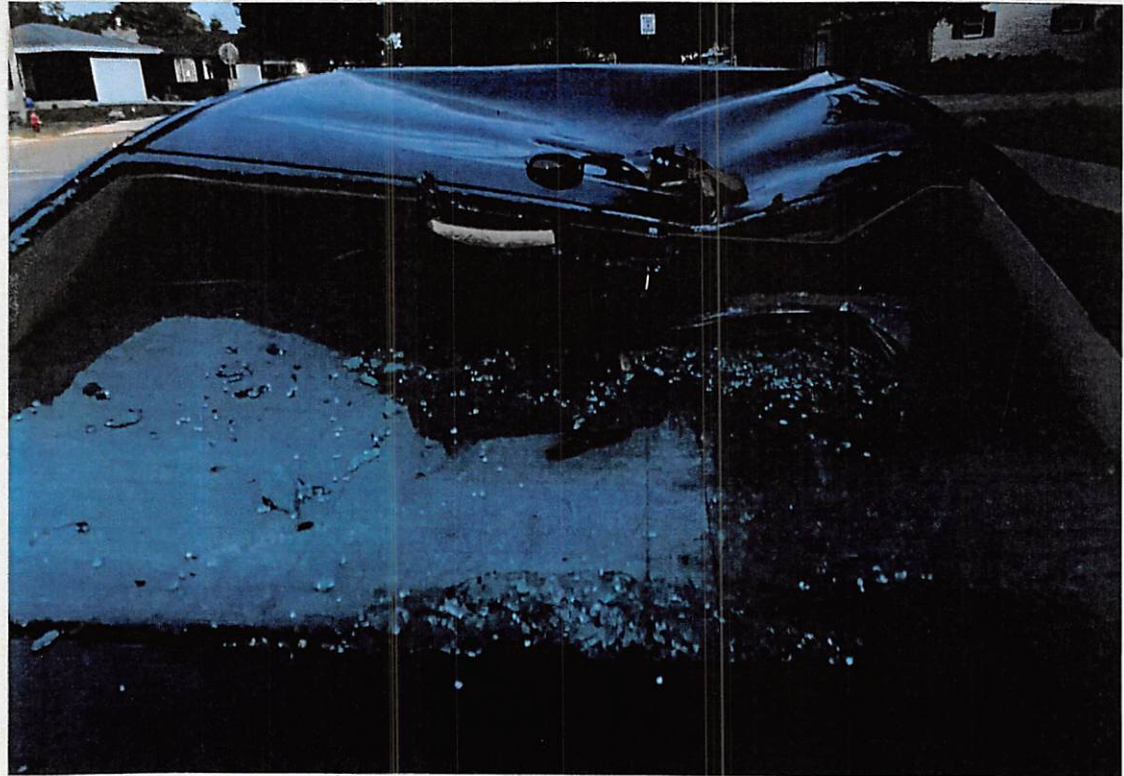
1824 N. 25th Street, Sheboygan, WI 53081

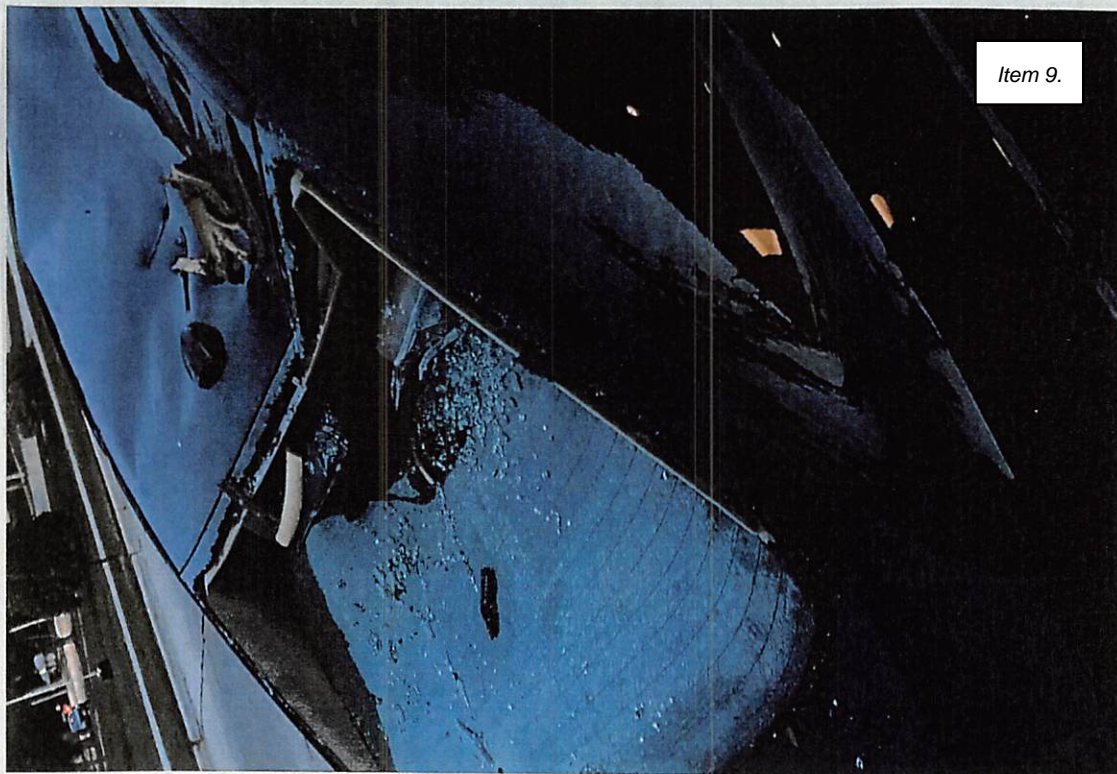
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081



Item 9.







Item 9.

II

R. O. No. 35 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting a claim from Khue Vang for alleged damages to vehicle when it struck an open sewer pothole on Arizona Avenue.

FAP

CITY CLERK

DATE RECEIVED

6-30-22

RECEIVED BY

NMC

CLAIM NO.

9-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Khue Vang
2. Home address of Claimant: 1718 Fox Hill Rd, Sheboygan, WI 53081
3. Home phone number: 920-627-1588
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 6/3/22
6. Where did damage or injury occur? (give full description) passenger side rocker panel & frame. Front passenger door.

7. How did damage or injury occur? (give full description) I was driving on Arizona Ave (heading towards S. 17th St) when I heard a loud noise. I stopped my vehicle & saw that I ran over an open sewer pothole. Two neighbors came out & shared that the city worker left this pothole open for 2 days already. No traffic safety cones were placed around the pothole either.
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: City Workers

(b) Claimant's statement of the basis of such liability: City worker left

the pothole open without putting safety cones around the open pothole. Dangerous & caused several accidents.

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: Sewer Pothole

(b) Claimant's statement of basis for such liability: Left pothole open

cause damage to vehicles

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").

Vehicle is deem total loss by a local body Shop - Sheboygan Chev (Patrick Kerbe - consultant)

11. Name and address of any other person injured: No estimate but only visual check by the damage crew

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

Auto: \$ 9000 - \$11,000 so will average \$10,000
 Property: \$ _____
 Personal injury: \$ _____
 Other: (Specify below) \$ _____
TOTAL \$ 10,000

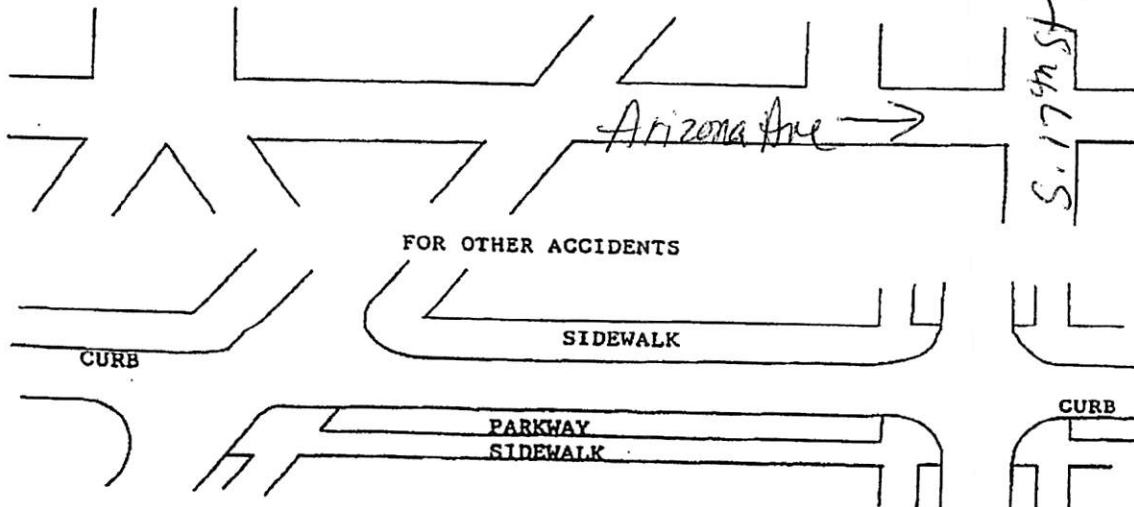
Damaged vehicle (if applicable)

Make: Honda Model: Ridgeline Year: 2007 Mileage: 202,390

Names and addresses of witnesses, doctors and hospitals: Two neighbors that lives on Arizona Ave. One neighbor who is a lady lives at 1731 Arizona Ave. She has video pm.

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 Khue Voong DATE 6/30/22

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Khue Vang

Auto

\$ 10,000Claimant's Address: 1718 Fox Hill Rd

Property

\$ _____

Sheboygan, WI 53081

Personal Injury

\$ _____

Claimant's Phone No. 920-627-1588

Other (Specify below) \$ _____

TOTAL \$ 10,000

I, Khue Vang, authorized the City of Sheboygan to talk to my son David Vang on behalf of this claim.

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 10,000.

SIGNED Khue VangDATE: 6/30/22ADDRESS: 1718 Fox Hill Rd, Sheboygan, WI 53081

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

SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC

SHEBOYGAN
CHRYSLER | DODGE | JEEP | RAM

"Like Us" On Facebook.

Patrick Karbe
Collision Consultant

920-459-6855 ext. 349 888-459-6855 Fax (920) 459-6286

patrick.karbe@sheboyganauto.com www.sheboyganauto.com
Exit 123 East I-43 3400 S. Business Drive, Sheboygan, WI 53081

On 6/21/22, son (David Vang) ⁹²⁰⁻⁶²⁷⁻¹⁵⁸⁸ took the vehicle to Sheboygan Chevy to get an estimate.

Patrick inspected the visible damage area and told David that based on what he can see (not even lifting the vehicle up), it's a total loss. Once the vehicle is lifted up, there could be additional damage.



2023 Statement of Purpose & Budget

Presented to the Executive Committee
September 13, 2022

Approved by the Board of Directors
September 20, 2022

Submitted to the City of Sheboygan
September 20, 2022

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BID STATEMENT OF PURPOSE (09/20/2022)

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept formed in 1990 was developed to utilize the historic strengths of the City - the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting, and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre Master Plan, Sheboygan's Downtown Districts Plan, and any subsequent plans that impact or include the BID. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks, and good roads.

The BID funds will be used to support community and member-driven events and activities taking place in the district, provide streetscape beautification and enhancement, and support investments in the infrastructure and functionality of the district.

BID BENEFICIARIES

The BID program is designed so that it benefits all business interests within the district.

RETAILERS: Money generated through the BID assessment is used to support programs that enhance the business climate in the Harbor Centre.

A comprehensive support program reinforces the existing promotional programs and supports members in creating new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

Retail establishments located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses and improves each customer's experience.

SERVICES PROVIDERS: Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active district reflects positively on the businesses and improves each customer's experience.

INDUSTRIAL FIRMS: Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

PROPERTY OWNERS: Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. Programs that bring increased interest and traffic to the area that are created and supported by the BID impact owners of vacant properties by increasing desirability of the district and exposing the public to available properties.

BID BOARD OF DIRECTORS

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes.

The Board shall consist of 12 members in size for two year staggered terms and are composed of five business agents, representing owners of commercial businesses in the district; six property owners, one at large member and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

Board members should be representative of different areas within the district, including representation from a mix of business types. In addition, the Board may choose to have non-voting members representing co-beneficial partner organizations such as the Visit Sheboygan and Sheboygan County Economic Development Corporation.

BID GOALS AND OBJECTIVES

To continue the promotion and development of the Business Improvement District, in 2023 the Board of Directors will again contract Green Bicycle Co. for district management, administration, development, and planning. With Green Bicycle Co.'s assistance in 2021-2022, the Harbor Centre Business Improvement District created a foundation for structure, communication, and partnership. Building on that foundation, the BID's work in 2023 will support the goals and objectives outlined below:

1. **MARKETING.** The BID will re-establish marketing efforts through social media, promotional assistance for key events, and the creation of promotional assets (i.e. destination itineraries, maps, photography). These elements will assist with marketing the BID to Sheboygan residents and visitors throughout the year.
2. **EVENTS.** The BID will work to identify key, collaborative, seasonal events to assist with coordination. Coordination includes working with BID business and other resources such as the City of Sheboygan Department of Public Works to plan for and execute events. Opportunities to connect with or expand existing events will be explored to leverage foot traffic and impact throughout the BID.
3. **COMMUNICATION.** The BID will continue creating transparent operations and communication with BID members to expand awareness, increase member engagement, and improve two-way communication between BID members and the Board of Directors and its committees.
4. **PARTNERSHIPS.** The BID aims to create synergy and efficiency through the enhancement of mutually beneficial connections with key local organizations, such as Visit Sheboygan, the City of Sheboygan, the Sheboygan County Chamber of Commerce, and others. These partnerships will help maximize resources, support the efficiency and effectiveness of these organizations, and will connect BID members to external opportunities to learn and grow.
5. **PLACEMAKING.** The BID will work to create a beautiful and enticing business district through supporting infrastructure and beautification efforts, and continuing to develop plans to improve the physical appearance and connectivity of the BID. Placemaking efforts will increase vibrancy by creating a welcoming atmosphere that connects locals and visitors to the BID.
6. **ADVOCACY.** The BID will connect with members to identify opportunities for processes or policies (e.g. outdoor seating). The BID will advocate for its members with partners such as the City of Sheboygan to advance or implement these processes or policies. Accountability will be part of committee and Board meetings to ensure progress.

BID SPECIAL ASSESSMENT AND EXEMPTIONS

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.78 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property. In addition, the following minimums and maximums will apply

- a.) BID fee would be a minimum of \$250.00
- b.) BID fee would be a maximum of \$8,000.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.

BID OPERATING BUDGET

January - December 2023		
Income		
Income	Special Assessments; Interest	\$150,025
Total Income		\$150,025
Expenses		
Operations	Subcontractor; Rent; Insurance; Accounting; Website; Printing	\$60,000
Event/Marketing Support	Event Coordination and Planning Support; Social media; Promotions	\$34,025
Miscellaneous	Miscellaneous	\$1,000
Major District Investments/Enhancements	Major District Projects; Summer Decorations; Winter Decorations	\$55,000
Total Expenses		\$150,025

IV

R. C. No. 109 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
October 17, 2022.

Your Committee to whom was referred R. O. No. 67-22-23 by Director of Planning and Development submitting the 2023 Business Improvement District (BID) Statement of Purpose, dated September 20, 2022, and the BID's 2023 Operating Budget; recommends accepting and filing the report.

_____	_____
_____	_____
_____	_____

Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

R. O. No. 67-22-23. By DIRECTOR OF PLANNING AND DEVELOPMENT.
October 3, 2022.

Submitting the 2023 Business Improvement District (BID) Statement of Purpose, dated September 20, 2022, and the BID's 2023 Operating Budget.

Director of Planning & Development

VIII

R. C. No. 114 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. October 17, 2022.

Your Committee to whom was referred Res. No. 75-22-23 by Alderpersons Felde and Ackley authorizing the Fire Chief to accept and expend funds received from the United States Department of Homeland Security - Federal Emergency Management Agency ("FEMA") as part of the Assistance to Firefighters Grant ("AFG") Program; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III
Res. No. 75 - 22 - 23. By Alderpersons Felde and Ackley. October 3, 2022.

A RESOLUTION authorizing the Fire Chief to accept and expend funds received from the United States Department of Homeland Security - Federal Emergency Management Agency ("FEMA") as part of the Assistance to Firefighters Grant ("AFG") Program.

WHEREAS, the AFG Program provides funds to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards; and

WHEREAS, the City of Sheboygan Fire Department has been awarded an AFG grant of \$87,045.45 to support the Sheboygan Fire Department; and

WHEREAS, in order to accept the grant, the City must commit to spending 10% of the grant amount, or \$8,704.55, on approved expenditures; and

WHEREAS, the 10% match would be met within the current Fire Department Budget using funds from Account No. 101220-531100 (General Fund - Fire & EMS - Contracted Services) and Account No. 101220-536125 (General Fund - Fire & EMS - Employee Development); and

WHEREAS, the Sheboygan Fire Department desires to use the grant and City-matching funds, totaling \$95,750.00, to purchase emergency chest compression equipment and four years of equipment support; and

WAS

WHEREAS, these intended expenditures have been approved by FEMA.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to sign all documents necessary for the acceptance, administration, and expenditure of the grant described in this Resolution.

Barbara Felde
[Signature]

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

VIII

R. C. No. 113 - 22 - 23. By PUBLIC WORKS COMMITTEE. October 17, 2022.

Your Committee to whom was referred Res. No. 67-22-23 by Alderpersons Dekker and Rust authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 67 - 22 - 23. By Alderpersons Dekker and Rust.
September 19, 2022.

A RESOLUTION authorizing the appropriate City officials to accept the temporary easement for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

RESOLVED: That the Mayor and City Clerk are authorized and directed to accept the attached Temporary Easement from Danny K. Eirich and JoAnn Eirich, once properly executed, for the City to conduct maintenance activities on a drainage swale adjacent to 4812 Ferndale Court.

PN

Dean Dekker
[Signature]

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

TEMPORARY EASEMENT

This Temporary Easement is made this _____ day of _____, 2022, by and between Danny K. and JoAnn Eirich ("GRANTOR") and the City of Sheboygan, a municipal corporation of the State of Wisconsin ("GRANTEE").

WITNESSETH:

KNOW ALL PERSONS BY THESE PRESENTS that the GRANTOR, in consideration of the covenants contained in this Temporary Easement, hereby grants to the GRANTEE, and its agents, employees, and invitees, a Temporary Easement over 4812 Ferndale Court (Parcel Number 59281435677), more particularly described as **Fox Meadows Addition No. 4, Lot 77** (the "Property"), for the purposes described below.

RETURN TO:

City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

This Temporary Easement is being granted to allow GRANTEE, and its agents, employees, and invitees to enter onto the Property in order to perform maintenance activities on the drainage swale owned by GRANTEE located behind the Property. As part of its maintenance activities on the drainage swale, GRANTEE will remove any natural growth - such as brush - from the drainage swale which currently encroaches upon the Property.

59281435677

Parcel Ident. No.

GRANTEE agrees to place topsoil and grass seed on any portion of the Property which is visibly disturbed as a result of GRANTEE's (or its agents, employees, and invitees) actions. GRANTEE also agrees to place topsoil and grass seed on any portion of the Property in which natural growth from the drainage swale is removed.

In addition to permitting access to the Property, GRANTOR agrees to water any grass seed placed by GRANTEE or its agents, employees, or invitees.

The rights granted to GRANTEE under this Temporary Easement shall expire on December 31, 2023.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed this _____ day of _____, 2022.

GRANTOR:

BY: _____

Danny K. Eirich

BY: _____

JoAnn Eirich

STATE OF WISCONSIN)
) SS
 COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2022, the above named Danny K. Eirich and JoAnn Eirich, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My commission expires _____

Accepted By: **CITY OF SHEBOYGAN**

 Ryan Sorenson
 City of Sheboygan - Mayor

 Meredith DeBruin
 City of Sheboygan - City Clerk

STATE OF WISCONSIN)
) SS
 COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2022, the above named Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

 Notary Public, State of Wisconsin
 My commission expires _____

Acceptance by the City of Sheboygan is authorized by and in
 accordance with Res. No. -22-23

This document drafted by:
 Charles C. Adams
 City Attorney
 Sheboygan, WI 53081
 WI State Bar No. 1021454

II

R. O. No. 73 - 22 - 23. By DIRECTOR OF PLANNING AND DEVELOPMENT.
October 17, 2022.

Submitting a letter from the State of Wisconsin Department of Natural Resources informing the City of Sheboygan that the Sheboygan Municipal Armory contamination case met the requirements of Wisconsin Administrative Code chs. NR 700 to 799 for case closure with a continuing obligation.

DIRECTOR OF PLANNING AND DEVELOPMENT



October 5, 2022

City of Sheboygan
Chad Pelishek
Director of Planning & Development
828 Center Avenue, Suite 208
Sheboygan WI 53081
Via Electronic Mail Only to chad.pelishek@sheboyganwi.gov

KEEP THIS LEGAL DOCUMENT WITH YOUR PROPERTY RECORDS

SUBJECT: Case Closure with Continuing Obligations
Sheboygan Municipal Armory, 516 Broughton Dr, City of Sheboygan, WI
BRRTS #: 02-60-586609, Parcel #: 59281112980

Dear Mr. Chad Pelishek:

The Wisconsin Department of Natural Resources (DNR) is pleased to inform you that the Sheboygan Municipal Armory contamination case identified above met the requirements of Wisconsin Administrative (Wis. Admin.) Code chs. NR 700 to 799 for case closure with a continuing obligation. Continuing obligations are legal requirements to address potential exposure to remaining contamination. No further investigation or remediation is required at this time for the reported hazardous substance discharge and/or environmental pollution.

However, you, future property owners and occupants of the property must comply with the continuing obligation as explained in this letter, which may include maintaining certain features and notifying the DNR and obtaining approval before taking specific actions. You must provide this letter and all enclosures to anyone who purchases, rents or leases this property from you. You may be required to make a real estate condition report disclosure under Wis. Stat. ch. 709.

This case closure decision is issued under Wis. Admin. Code chs. NR 700 to 799 and is based on information received by the DNR to date. The DNR reviewed the case closure request for compliance with state laws and standards and determined the case closure request met the notification requirements of Wis. Admin. Code ch. NR 725, the response action goals of Wis. Admin. Code § NR 726.05(4), and the case closure criteria of Wis. Admin. Code §§ NR 726.05, 726.09 and 726.11, and Wis. Admin. Code ch. NR 140.

The Sheboygan Municipal Armory site, which is approximately 2.5 acres, was originally developed with a lumber yard and residential properties prior to 1891. In 1941, a 52,000 square-foot two-story concrete building was constructed and operated as an armory and public auditorium until the early 2010s. The armory and public auditorium was demolished in 2020 and the site is currently vacant. In May 2015 a Phase II Environmental Site Assessment was conducted on the site, volatile organic compounds (VOCs), Resource Conservation and Recovery Act (RCRA) metals, and polynuclear aromatic hydrocarbons (PAHs) were analyzed with detections of petroleum VOCs, RCRA metals, and PAHs. Soil and groundwater were further investigated along the southeastern and southern property boundaries from an unknown discharge of hazardous substances and/or environmental pollution. Case closure is granted for the volatile organic compounds (VOCs), RCRA metals, and PAHs, as documented in the case file. No remedial action was taken. Contamination remains in soil in along the southeastern and southern property boundaries.

October 5, 2022
 Chad Pelishek, City of Sheboygan
 Case Closure with Continuing Obligations
 Sheboygan Municipal Armory, BRRTS #: 02-60-586609

The case closure decision and the continuing obligation required were based on the current use of the site for commercial purposes. The site is currently zoned residential. Based on the land use and zoning, the site meets the non-industrial land use classification under Wis. Admin. Code § NR 720.05(5) for application of residual contaminant levels in soil.

SUMMARY OF THE CONTINUING OBLIGATION

A continuing obligation was applied at the following location:

ADDRESS (City of Sheboygan, WI)	CONTINUING OBLIGATION APPLIED
516 Broughton Drive (Source Property)	Residual Soil Contamination

CLOSURE CONDITIONS

Closure conditions are legally required conditions which include both continuing obligations and other requirements for case closure (Wis. Stat. § 292.12(2)). Under Wis. Stat. § 292.12(5), you, any subsequent property owners and occupants of the property must comply with the closure conditions as explained in this letter. The property owner must notify occupants for any condition specified in this letter under Wis. Admin. Code §§ NR 726.15(1)(b) and NR 727.05(2). If an occupant is responsible for maintenance of any closure condition specified in this letter, you and any subsequent property owner must include the condition in the lease agreement under Wis. Admin. Code § NR 727.05(3).

DNR staff may conduct periodic pre-arranged inspections to ensure that the conditions included in this are met (Wis. Stat. § 292.11(8)). If these requirements are not followed, the DNR may take enforcement action under Wis. Stat. ch. 292 to ensure compliance with the closure conditions.

SOIL

Continuing Obligations to Address Soil Contamination

Residual Soil Contamination (Wis. Admin. Code chs. NR 718, NR 500 to 599, and § NR 726.15(2)(b) and Wis. Stat. ch. 289)

Soil contamination remains above individual residual contaminant levels (RCLs) along the southeastern and southern property boundaries, as indicated on the enclosed map (Figure B.2.b., Residual Soil Contamination, September 28, 2022). If contaminated soil is excavated from the locations depicted on the enclosed figure in the future, the property owner or right of way holder at the time of excavation must sample and analyze the excavated soil. If sampling confirms that contamination is present, the property owner or right of way holder at the time of excavation will need to determine if the material is considered solid waste and ensure that any storage, treatment or disposal complies with applicable standards and rules. Contaminated soil may be managed under Wis. Admin. Code ch. NR 718 with prior DNR approval.

October 5, 2022
 Chad Pelishek, City of Sheboygan
 Case Closure with Continuing Obligations
 Sheboygan Municipal Armory, BRRTS #: 02-60-586609

Soil samples collected within the direct contact zone at the site did not have concentrations of PAHs exceeding the 1×10^{-5} cumulative cancer risk or the hazard index of 1 for non-cancer compounds. Therefore, a cover is not required to be maintained over the contaminated soil to prevent direct contact with contaminated soil. In addition, all current and future property owners, occupants and right of way holders need to be aware that excavation of the contaminated soil may pose an inhalation hazard; special precautions may be needed to prevent a threat to human health.

See the Other Closure Requirements section for more details.

OTHER CLOSURE REQUIREMENTS

Pre-Approval Required for Well Construction (Wis. Admin. Code § NR 812.09(4)(w))

DNR approval is required before well construction or reconstruction for all sites identified as having residual contamination and/or continuing obligations. This requirement applies to private drinking water wells and high-capacity wells. To obtain approval, the property owner is required to complete and submit Form 3300-254, Continuing Obligations/Residual Contamination Well Approval Application, to the DNR Drinking and Groundwater program's regional water supply specialist. A well driller can help complete this form. The form can be obtained online at dnr.wi.gov, search "3300-254." Additional casing may be necessary to help prevent contamination of the well.

General Wastewater Permits for Construction-related Dewatering Activities (Wis. Admin. Code ch. NR 200)

The DNR's Water Quality Program regulates point source discharges of contaminated water, including discharges to surface waters, storm sewers, pits, or to the ground surface. This includes discharges from construction-related dewatering activities, including utility work and building construction.

If the property owner or any other person plans to conduct such activities, that person must contact the Water Quality Program and, if necessary, apply for the required discharge permit. If residual soil or groundwater contamination is likely to affect water collected in a pit/trench that requires dewatering, a general permit for discharge of *Contaminated Groundwater from Remedial Action Operations* may be needed. If water collecting in a pit/trench that requires dewatering is expected to be free of pollutants other than suspended solids, oil and grease, a general permit for pit/trench *Dewatering Operations* may be needed. Additional information can be obtained by visiting the DNR website at "dnr.wi.gov," search "wastewater general permits."

SUBMITTALS AND CONTACT INFORMATION

Site, case-related information and DNR contacts can be found online in the Bureau for Remediation and Redevelopment Tracking System (BRRTS) on the Web (BOTW); go to dnr.wi.gov and search "BOTW." Use the BRRTS # found at the top of this letter. The site can also be found on the map view, Remediation and Redevelopment Sites Map (RRSM) by searching "RRSM."

Send written notifications to the DNR using the RR Program Submittal Portal at dnr.wi.gov, search "RR submittal portal" (<https://dnr.wi.gov/topic/Brownfields/Submittal.html>). Questions on using this portal can be directed to me or to the environmental program associate (EPA) for the regional DNR office. Visit dnr.wi.gov, search "RR contacts" and select the EPA tab (<https://dnr.wi.gov/topic/Brownfields/Contact.html>).

October 5, 2022
Chad Pelishek, City of Sheboygan
Case Closure with Continuing Obligations
Sheboygan Municipal Armory, BRRTS #: 02-60-586609

CLOSING

The DNR may require additional investigation and/or cleanup actions, if necessary, to be protective of human health and the environment. The case may be reopened under Wis. Admin. Code § NR 727.13 if additional information indicates that contamination on or from the site poses a threat, or for a lack of compliance with a C continuing obligation or closure requirement.

The DNR appreciates your efforts to restore the environment at this site. If you have any questions regarding this letter, please contact me at 920-362-3981 or Roxanne.Chronert@Wisconsin.gov.

Sincerely,



Roxanne N. Chronert
Team Supervisor, Northeast Region
Remediation & Redevelopment Program

Attachment:

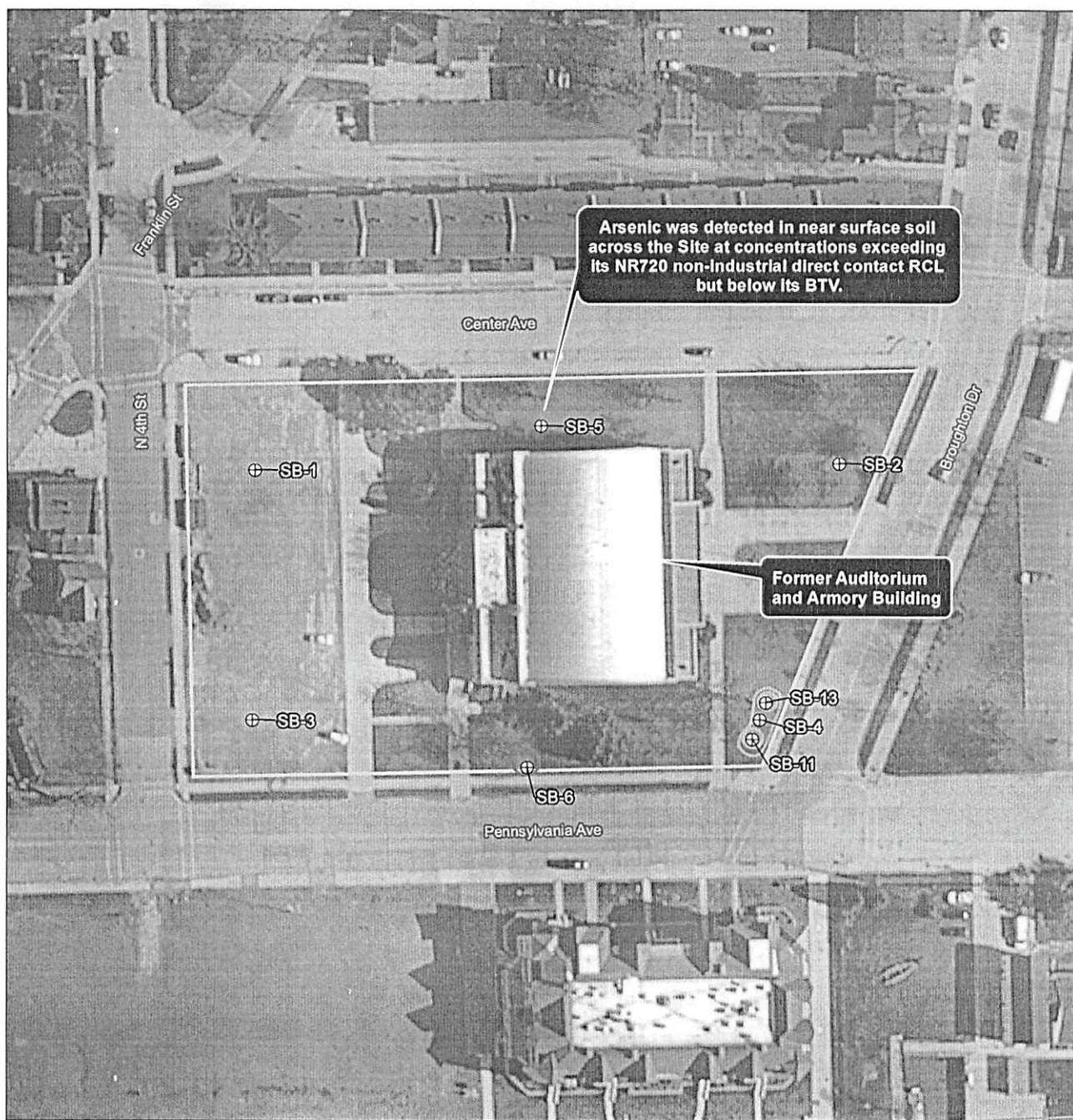
Figure B.2.b., Residual Soil Contamination, dated September 28, 2022

cc. Stu Gross, Stantec Consulting Services, Inc. (Stu.Gross@Stantec.com)
John Budzinski, DNR (John.Budzinski@wisconsin.gov)

Additional Resources:

The DNR fact sheets listed below can be obtained by visiting the DNR website at "dnr.wi.gov," search the DNR publication number.

- *Guidance for Electronic Submittals for the Remediation and Redevelopment Program (RR-690)*
- *Continuing Obligations for Environmental Protection (RR-819)*
- *Environmental Contamination and Your Real Estate (RR-973)*
- *Post-Closure Modifications: Changes to Property Conditions after a State-Approved Cleanup (RR-987)*



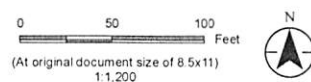
Legend

- Approximate Project Boundary
- Soil Boring Location
- General extent of residual benzene soil contamination exceeding the NR720 groundwater pathway RCL
- General extent of residual benzo(a)pyrene soil contamination exceeding the NR720 non-industrial direct contact RCL
- General extent of residual chrysene soil contamination exceeding the NR720 groundwater pathway RCL

Notes

1. Coordinate System: NAD 1983 StatePlane Wisconsin South FIPS 4803 Feet
2. Data Sources: Stantec, SCO, WisDOT, WDNR
3. Orthophotography: ESRI Clarity

RCL = Residual Contaminant Level
BTV = Background Threshold Value



Project Location: T15N, R23E, S23
C. of Sheboygan, Sheboygan Co., WI
Client/Project: City of Sheboygan
Sheboygan Armory
Case Closure Request
Figure No: B.2.b.
Title: Residual Soil Contamination

Prepared by DBB on 2022-08-26
TR by AS on 2022-08-26
IR by SG on 2022-08-26
193708786

Residual Soil Contamination

R. O. No. 71 - 22 - 23. By FIRE CHIEF. October 17, 2022.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2022 and ending September 30, 2022.

2022 Third Quarter Benchmarks

	2021 Third Quarter	2021 YTD	2022 Third Quarter	2022 YTD	2022 Goals
Incident Types					
Fires	17	66	26	70	< 90
Rescue & Emergency Medical Service	1,314	3,543	1,336	3,902	4,900
Non Fires	420	1,004	361	1,201	1,400
TOTAL	1,751	4,613	1,723	5,173	6,300
Station Incident Count Per Station					
Station 1	570	1,340	519	1,527	1,825
Station 2	322	920	313	894	1,225
Station 3	370	1,082	408	1,290	1,500
Station 4	317	825	293	908	1,150
Station 5	158	421	132	467	600
Mutual Aid Given	14	25	58	87	
Mutual Aid Received	N/A	N/A	23	42	
Overlapping Calls (Percentage)	N/A	N/A	64%	65%	
Overlapping Calls (Count)	N/A	N/A	1,109	3,364	
Fire Loss					
Number of Incidents	10	42	21	44	
Total Pre Incident Value	\$ 1,954,700	\$ 93,685,490	\$ 22,292,250	\$ 37,603,800	
Total Property Loss	\$ 85,000	\$ 375,350	\$ 243,290	\$ 567,790	
Total Content Loss	\$ 54,350	\$ 480,817	\$ 559,350	\$ 1,001,540	
Total Loss	\$ 139,350	\$ 856,167	\$ 802,640	\$ 1,569,330	
Average Loss	\$ 13,935	\$ 20,384.93	\$ 38,220.95	\$ 35,667	
Property Saved	\$ 1,815,350	\$ 92,829,323.00	\$ 21,489,610.00	\$ 36,034,470	
Workload					
Inspections	1,290	1,909	1,528	2,296	2,300
School Safety Programs (Students)	1,744	1,744	2,548	2,548	3,200
Public Events	19	43	39	56	60
Station Tours	1	5	3	11	25
Non-Compliance/ Installed Smoke Alarms	23/36	42/65	24/28	36/38	
Fire Training Hours	1,005	3,928	1,697	5,197	8,000
EMS Training Hours	345.50	1,551	463	1,057	2,100
Investigations	15	64	25	67	
Efficiency					
EMS Average Response Time (360 Seconds)	N/A	N/A	N/A	N/A	
Fire Average Response Time (380 Seconds)*	81%	79%	77%	76%	90%
Effectiveness					
Resident Satisfaction Rating	99%	99%	N/A	N/A	
ISO Rating	2	2	2	2	1

Note: Resident Satisfaction rating was not a metric on the 2022 Baker Tilly Study. Therefore, there is no current data.

*Fire response 380 seconds or less per NFPA standards

FIRE CHIEF

R. O. No. 70 - 22 - 23. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
October 17, 2022.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing July 1, 2022 and ending September 30, 2022.

	2020	Y-T-D	2021	Y-T-D	2022
<u>Patrol and Investigations</u>	<u>Actual</u>	<u>9/30/21</u>	<u>Actual</u>	<u>9/30/22</u>	<u>Goals</u>
Homicide	2	0	1	0	0
Rape	20	31	39	25	20
Robbery	14	3	5	8	10
Aggravated Assault	107	70	112	86	100
Burglary	96	57	82	59	100
Theft	689	409	563	450	800
Motor Vehicle Theft	35	27	34	25	30
Arson	10	3	5	8	10
Part 1 Total Crimes	973	600	841	661	900
Percent of Offenses Cleared	56%	43%	47%	58%	70%
Value of Property Stolen	\$475,001	\$572,004	\$711,334	\$492,763	\$500,000
Value of Property Recovered	\$389,071	\$262,055	\$321,044	\$288,547	\$200,000
Percent of Stolen Recovered	82%	46%	45%	59%	40%
Accident Investigations	1,340	1,039	1,365	1,055	1,500
Traffic Stops	3,455	3,389	4,395	4,345	No Goal
Traffic Arrests	2,611	2,323	3,016	2,782	No Goal
Other Arrests	2,646	2,011	2,810	2,250	No Goal
Speed Trailer Deployments	8	22	29	11	20
HVEE Deployments	1	54	65	57	12
Parking Tickets Issued	6,098	5,045	6,631	6,045	10,000
Bicycles Recovered	118	110	190	115	150
Involuntary Commitments	101	107	144	105	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	1,216	812	1,142	837	2,750
Open Records Requests	7,318	5,104	6,502	5,015	4,000
Nixle Messages Sent	97	61	78	79	250
Press Releases	20	15	18	20	50
Tweets	92	87	111	104	350
Facebook Followers*	15,449	15,488	16,749	17,262	17,000
Reported Crime Maps	100	79	98	68	104
Crime Comparison Reports	24	19	22	16	26

*Facebook no longer reports likes which were previously tracked

CHIEF OF POLICE

III

Res. No. 80 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
October 17, 2022.

A RESOLUTION deeming the Director of Human Resources and Labor Relations, or, in the absence of a Director of Human Resources and Labor Relations, the Finance Director/Treasurer, to be the Plan Coordinator for the City of Sheboygan's MissionSquare Retirement Plan.

WHEREAS, the City provides employees an optional retirement savings plan through MissionSquare Retirement; and

WHEREAS, the Common Council is required by MissionSquare to appoint a City employee to oversee the plan's administration through human resources and payroll; and

WHEREAS, the appointment may be ex officio and may provide for an alternate in case of a vacancy in the office held by the city's primary administrator.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Human Resources and Labor Relations shall serve as the Plan Coordinator for the City of Sheboygan's MissionSquare Retirement Plan.

BE IT FURTHER RESOLVED: That in the absence of a Director of Human Resources and Labor Relations, the Finance Director/Treasurer shall serve as the Plan Coordinator for the City of Sheboygan's MissionSquare Retirement Plan.

BE IT FURTHER RESOLVED: That said Plan Coordinator shall cast on behalf of the City of Sheboygan any required votes under VantageTrust and may delegate administrative duties relating to the Plan to appropriate departments.

*Suspend Rules
adopt Res*

BE IT FURTHER RESOLVED: That said Plan Coordinator is hereby authorized to execute all necessary agreements with MissionSquare Retirement incidental to the administration of the Plan.

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

III

Res. No. 81 - 22 - 23. By Alderpersons Felde, Filicky-Peneski, and Perrella. October 17, 2022.

A RESOLUTION reaffirming the Common Council's commitment to Diversity, Equity, Inclusion, and Belonging.

WHEREAS, Sheboygan is a diverse community; and

WHEREAS, leaders need to strive for continued improvement; and

WHEREAS, the Common Council understands that our constituents expect excellence, and quality public services; and

WHEREAS, the Common Council believes that our leaders and staff need to be held to a high standard on matters of equity.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council reaffirms its commitment to Diversity, Equity, Inclusion, and Belonging.

BE IT FURTHER RESOLVED: That the Common Council recognizes that the City of Sheboygan has more work to do on this journey.

BE IT FURTHER RESOLVED: That the Common Council reaffirms that city employees are hard-working with good intentions that believe in public service and making Sheboygan a great community where everyone can thrive.

Suspend Rules
Adopt Res

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

VIII

R. C. No. 110 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
October 17, 2022.

Your Committee to whom was referred Res. No. 77-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the creation of a Crisis Co-Response Pilot Program in conjunction with Sheboygan County and authorizing the expenditure of certain funds to support the program; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III
Res. No. 77 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
October 3, 2022.

A RESOLUTION authorizing the creation of a Crisis Co-Response Pilot Program in conjunction with Sheboygan County and authorizing the expenditure of certain funds to support the Program.

WHEREAS, mental health, substance abuse, crisis response, and barriers to accessing care continue to be of significant concern in our community and nation; and

WHEREAS, the numbers of youth and adults reporting symptoms of anxiety or depressive disorder, suicidal ideation and rates, substance use, and drug overdose deaths have all been on the rise since the start of the pandemic; and

WHEREAS, communities of color, adults with job loss or lower incomes, essential workers, and women with children seem to be especially affected by these concerns; and

WHEREAS, twenty-three individuals representing sixteen Behavioral Health related organizations in Sheboygan County analyzed the major gaps identified by recent community assessments and recommended four services for ARPA funding to improve the behavioral health of our community; and

WHEREAS, the highest priority ranking among those four services was given to a Crisis Co-Response Pilot program involving the Sheboygan Police Department to be used to enhance trauma informed and Behavioral Health expertise of emergency services via embedding County Crisis staff within Dispatch and City of Sheboygan Police vehicles; and

WHEREAS, said program would involve expansion by the Sheboygan County Health and Human Services Department to expand an existing mobile crisis contract with Vista Care to include an additional 8.22 FTEs of crisis staff which would be used to provide 16 hours per day coverage of co-response in the community as well as 16 hours per day coverage of phone response within the dispatch center; and

WHEREAS, this new program would include the provision by the Sheboygan Police Department of office space and fingerprint-based background investigations and clearances so that crisis workers can have full access to the police facility; and

WHEREAS, Behavioral Health Crisis Services are listed as an enumerated eligible use of funding that is responding to public health and negative economic impacts of the pandemic; and

WHEREAS, Sheboygan County, via its Resolution 01 (2022/23) authorized the expenditure of a portion of Sheboygan County's American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund Program (SLFRF) funds on a Crisis Co-Response Pilot program with the Sheboygan Police Department; and

WHEREAS, Sheboygan County has committed a total of \$539,494 of SLFRF funds (\$140,268 in 2022, \$194,218 in 2023, and \$205,008 in 2024) to said program; and

WHEREAS, the City of Sheboygan has available to it certain ARPA funds that it is authorized and desires to employ to assist in the funding of the Crisis Co-Response Pilot program.

NOW, THEREFORE, BE IT RESOLVED: That it is in the best interest of the City to fund the Crisis Co-Response Pilot program with ARPA funds it has at its disposal.

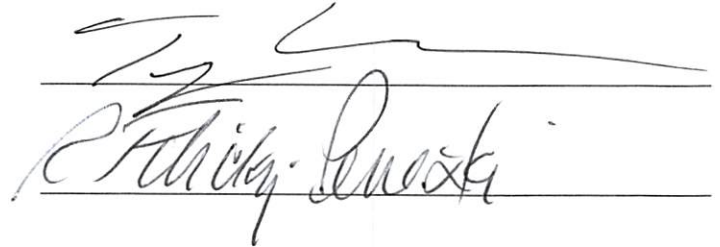
BE IT FURTHER RESOLVED: That the officers and employees of the City of Sheboygan shall take all action necessary as reasonably required to carry out, give effect to, and consummate the creation and funding of the Crisis Co-Response Pilot program in conjunction with Sheboygan County.

BE IT FURTHER RESOLVED: That nothing contained in this Resolution or any other instrument shall be construed with respect to the City as incurring a pecuniary liability or charge upon the general credit of the City or against its taxing power, nor shall the breach of any agreement related to the Crisis Co-Response Pilot program authorized by this Resolution or any other instrument or document executed in connection with the program impose any pecuniary liability upon the City or any charge upon its general credit or against its taxing power.

BE IT FURTHER RESOLVED: That, subject to the appropriation of funds, the appropriate City officials are authorized to draw funds in the total amount of \$539,494 (including \$144,640 in 2023, \$192,402 in 2024, and \$202,452 in 2025) from Account No. 202000-580100 (Federal Grants Fund - Contributions/Grants) for the purpose of funding the Crisis Co-Response Pilot Program.

BE IT FURTHER RESOLVED: That the Finance Director is directed to take all actions needed, including the drafting of any needed budget transfer resolutions and inclusion of necessary appropriations in future budget resolutions, so as to provide the opportunity for the Common Council to appropriate the necessary funds in each year.

BE IT FURTHER RESOLVED: That this Resolution shall be effective immediately upon its approval and adoption.



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

R. C. No. 111 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
October 17, 2022.

Your Committee to whom was referred Res. No. 78-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2023 coverage and establishing the monthly premium equivalent rates effective for January 2023 coverage and thereafter; recommends adopting the Resolution.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

Res. No. 78 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
October 3, 2022.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2023 coverage and establishing the monthly premium equivalent rates effective for January 2023 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2023 are hereby adopted*:

1) 2023 Health Insurance Monthly Premium Rates

- a) The monthly premium for health insurance in 2023 shall be as follows:

Coverage

Single	\$ 914.90
Employee with spouse	\$1,740.56
Employee with children	\$1,577.78
Family	\$2,405.16

- b) The monthly employee premium equivalent rates for full-time employees who participate in the annual physical exam shall be:

Coverage

Single	\$ 80.04
Employee with spouse	\$ 152.30
Employee with children	\$ 138.06
Family	\$ 210.44

* Nothing in this Resolution shall be interpreted as contradicting any approved collective bargaining agreement. Part-time employees will generally pay 50% of the total monthly premium. However, for example, the City's collective bargaining agreement with Amalgamated Transit Union Local 998 provides that certain part-time employees will pay a lower amount of the total monthly premium.

- c) The monthly employee premium equivalent rates for full-time employees who do not participate in the annual physical exam shall be:

Coverage

Single	\$ 137.24
Employee with spouse	\$ 261.08
Employee with children	\$ 236.67
Family	\$ 360.77

- d) The monthly employee premium equivalent rates for part-time, eligible employees shall be:

Coverage

Single	\$ 457.44
Employee with spouse	\$ 870.28
Employee with children	\$ 788.90
Family	\$1,202.58

- e) The monthly employee premium equivalent rates for retirees shall be:

Coverage

Single	\$ 914.90
Employee with spouse	\$1,740.56
Employee with children	\$1,577.78
Family	\$2,405.16

2) 2023 Dental Insurance Monthly Premium Rates

- a) The monthly premium for dental insurance in 2023 shall be as follows:

Coverage

Single	\$ 47.52
Employee with spouse	\$ 95.88
Employee with children	\$ 107.14
Family	\$ 157.42

- b) The monthly employee premium equivalent rates for full-time employees shall be:

Coverage

Single	\$ 7.14
Employee with spouse	\$ 14.38
Employee with children	\$ 16.08
Family	\$ 23.62

- c) The monthly employee premium equivalent rates for part-time, eligible employees shall be:

Coverage

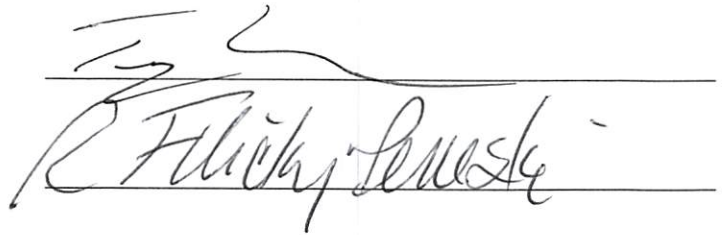
Single	\$ 23.76
Employee with spouse	\$ 47.94
Employee with children	\$ 53.57
Family	\$ 78.71

- 3) In 2023, the City will partially fund a Health Savings Account (HSA) for employees and/or family members (eligibility follows IRS guidelines) on the City's Health Insurance Plan as of January 1, 2023. Except in the case of a collective bargaining agreement that states otherwise, the maximum City funding amounts will total \$750 for those with single coverage and \$1,500 for those with employee plus spouse, employee plus child(ren), and full family coverage. Additionally:

- a) The City Administrator shall have the authority to determine the schedule on which the City's HSA contributions will be made, so long as at least half of the total contribution is made in January 2023.
- b) HSA contributions are issued to an employee and/or family member based on eligibility of the employee on January 1. Mid-year changes for an active plan participant after January 1 are not eligible for HSA contributions. COBRA-only and retiree participants are not eligible for the City contribution to the HSA.
- c) For the avoidance of doubt, no contributions will be made for those new to the Plan after January 1, 2023.
- d) Employees/retirees who are eligible for the HSA are responsible for notifying the Human Resources Department if the employee/retiree is or will be an active participant of a secondary government-issued health insurance, such as

Medicare or Tricare, as of January 1 of the Plan year. Following IRS guidelines, neither the City nor the employee may contribute to an HSA account if the employee is also participating in the government plan.

- e) Employees and eligible retirees who elect the family plan, employee plus child(ren) plan, or the employee plus spouse plan remain eligible for the applicable HSA contributions, even if their dependent is on a government issued plan, so long as their spouse is not listed on the employee's HSA account. Once an employee is not eligible for the HSA contributions, no HSA contribution will be provided to spouse and/or dependents on the Plan.
- 4) For the sake of clarity, other items relating to the Medical Benefit Plan and the Dental Benefit Plan which are not changed by this Resolution, such as the deductible amount, the co-insurance amount, the maximum out-of-pocket amount, the spousal surcharge, and the opt-out incentive are unchanged for calendar year 2023 coverage. The current status of these items is found in Res. No. 67-20-21.



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

~~IX~~

R. C. No. 112 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE.
October 17, 2022.

Your Committee to whom was referred Gen. Ord. No. 11-22-23 by Alderpersons Perrella, Felde, Ramey, Rust, and Salazar amending Sec. 82-1 of the Sheboygan Municipal Code so as to provide for a minimum wage of \$15.00 per hour for all City of Sheboygan employees whose compensation ins under the authority of the Common Council and set by the City's employee classification and compensation program; recommends adopting the Ordinance.

_____ Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

Gen. Ord. No. 11 - 22 - 23. By Alderpersons Perrella, Felde, Ramey, Rust,
and Salazar. October 3, 2022.

AN ORDINANCE amending sec. 82-1 of the Sheboygan Municipal Code so as to provide for a minimum wage of \$15.00 per hour for all City of Sheboygan employees whose compensation is under the authority of the Common Council and set by the City's employee classification and compensation program.

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

Section 1. Section 82-1 of the Municipal Code entitled "Responsibility for maintenance and approval of program" is hereby amended so as to add subsection (c) to read as follows:

"Sec. 82-1. - Responsibility for maintenance and approval of program.

. . .

- (c) Notwithstanding the terms of the program, no employee of the city, except those excluded pursuant to Sec. 82-23, shall be paid less than \$15.00 per hour. This subsection shall not apply to election inspectors. Any employee whose salary would otherwise be less than \$15.00 per hour because of the terms and calculations within the program shall be paid \$15.00 per hour.
- (d) Boards and commissions may choose to have the provisions of subsection (c) apply to their employees pursuant to Sec. 82-8."

Section 2. General Ordinance No. 48-15-16, establishing the salaries of crossing guards, is hereby repealed.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Barbara Folde
As Rec
[Signature]

Grass Paddy
Pafalyn

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

IV

R. C. No. 114 - 22 - 23. By PUBLIC WORKS COMMITTEE. October 17, 2022.

Your Committee to whom was referred Com. No. 1-22-23 presented to Council by Alderpersons Felde and Filicky-Peneski submitting a communication from James Slinkman, Senior Vice President, Associate General Counsel for Advocate Aurora Health regarding Aurora Sheboygan Memorial Medical Center Lot Line adjustment for the property commonly known as 2507 N. 7th Street, Sheboygan, WI; recommends accepting and filing.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

I
Com. No. 1 - 22 - 23. October 3, 2022.

Submitting a communication from James Slinkman, Senior Vice President, Associate General Counsel for Advocate Aurora Health regarding Aurora Sheboygan Memorial Medical Center Lot Line adjustment for the property commonly known as 2507 N. 7th Street, Sheboygan, WI.

Presented to the Common Council by Alderpersons Felde and Filicky-Peneski.

Barbara Felde
Filicky-Peneski

PW



Advocate Aurora Health
3075 Highland Parkway
Suite 600
Downers Grove, IL 60515

T (630) 572-9393
F (630) 990-4752
advocateaurorahealth.org

September 26, 2022

VIA OVERNIGHT DELIVERY:

City of Sheboygan Common Council
City Hall, 3rd Floor – Council Chambers
828 Center Avenue
Sheboygan WI 53081

c/o Alderperson and Council Vice President, Roberta Filicky-Peneski, District 2 (Wards 3, 4)
(Roberta.filicky-peneski@sheboyganwi.gov)

c/o Alderperson and Council President, Barb Felde, District 1 (Wards 1, 2)
(barbara.felde@sheboyganwi.gov)

Re: Aurora Sheboygan Memorial Medical Center Lot Line adjustment for the property commonly known as 2507 N. 7th St. Sheboygan, WI (Property)

Dear Common Council,

As discussed with Todd Wolf and Chuck Adams, we are in the process of working with the owner of the Property to adjust the property lot line. The lot line would be adjusted by moving the northern lot line of the Property ten (10) feet to the north of the existing lot line.

Pursuant to the terms of our Re-Development Agreement, we are seeking consent of the Common Council to adjust this property line. Please confirm when this can be added as a consent agenda item before the Common Council and we will have someone attend to answer any questions you might have. We look forward to your cooperation and please let me know if there are any questions related to this request. I can be reached at james.slinkman@aah.org or (630) 929-8155.

Very Truly Yours,

Jim Slinkman

James Slinkman
Senior Vice President, Associate General Counsel

cc: Mayor Ryan Sorenson, City of Sheboygan (via email ryan.sorenson@sheboyganwi.gov)
Todd Wolf, City of Sheboygan, City Administrator (via email todd.wolf@sheboyganwi.gov)
Chuck Adams, City of Sheboygan, City Attorney. (via email charles.adams@sheboyganwi.gov)
Jody Kraemer, Memorial Neighborhood Association President (via email jodykraemer0602@gmail.com)
Aric Kinney (via email aric.kinney@aah.org)
Kari Wimmer (via email kari.wimmer@aah.org)

VIII

R. C. No. 115 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. October 17, 2022.

Your Committee to whom was referred Res. No. 74-22-23 by Alderpersons Felde and Ackley authorizing the Sheboygan Police Department to apply for, and receive funding from, the Wisconsin Department of Administration's 2022 Law Enforcement Agency Grant; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

I HEREBY CERTIFY that the foregoing Committee Report was duly accepted and adopted by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 74 - 22 - 23. By Alderpersons Felde and Ackley. October 3, 2022.

A RESOLUTION authorizing the Sheboygan Police Department to apply for, and receive funding from, the Wisconsin Department of Administration's 2022 Law Enforcement Agency Grant.

WHEREAS, the City of Sheboygan Police Department has an opportunity to receive up to \$152,333.74 from the State of Wisconsin Department of Administration ("DOA") that it received from the Coronavirus State Fiscal Recovery Fund pursuant to 42 U.S.C. § 802, as added by section 9901 of the American Rescue Plan Act of 2021; and

WHEREAS, to qualify for this funding, the Police Department must complete an application and enter into a "Memorandum of Understanding Regarding Use of ARPA Funds" ("MOU") with the DOA; and

WHEREAS, the City is not required to match any of the funding received from this grant; and

WHEREAS, the grant will be available for qualifying expenses incurred between March 15, 2022 to June 30, 2023.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Chief of Police to submit the information necessary to apply for the grant, to sign all grant-related documents including the MOU, and to administer the funds in accordance with the terms and conditions as outlined in the MOU, a copy of which is attached hereto.

UAPS

Barbara Felde
Beth Ackley

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

MEMORANDUM OF UNDERSTANDING REGARDING USE OF ARPA FUNDS

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the Wisconsin Department of Administration (“DOA”), whose principal business address is 101 East Wilson Street, Madison, WI 53703 and the undersigned tribal or local law enforcement agency (“LEA” or “Grantee”), whose address is identified below.

WHEREAS, the United States Department of the Treasury (“Treasury Department”) has distributed to DOA funds (“ARPA Funds”) from the Coronavirus State Fiscal Recovery Fund pursuant to 42 U.S.C. § 802, as added by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, DOA is administering such funds through a variety of programs and initiatives; and

WHEREAS, a rule issued by the U.S. Treasury Department, which took effect on April 1, 2022 (the “Final Rule”), outlines the eligible uses of ARPA funds to include the provision of government services; and

WHEREAS, the program outlined by this MOU constitutes the provision of government services within the meaning of the Final Rule;

NOW, THEREFORE, DOA and Grantee agree that DOA shall grant, and Grantee may utilize, certain ARPA Funds, which constitutes direct assistance to Grantee as a beneficiary under the Final Rule, defined in the Program Schedule pursuant to the terms and conditions set forth in this MOU.

The term of this MOU will run from the Effective Date until the expiration of the Program outlined in the Program Schedule.

The person(s) signing this MOU on behalf of Grantee certifies and attests to having full and complete authority to bind Grantee, on whose behalf they are executing this document.

IN WITNESS WHEREOF, DOA and Grantee have fully executed this MOU as of the date of Grantee’s signature below (“Effective Date”).

DEPARTMENT OF ADMINISTRATION

GRANTEE

DocuSigned by:



9A18DCC3BFAD42D...

Chris Patton

Name: _____

Deputy Secretary

Title: _____

Department of Administration

Agency: _____

Dated: 8/16/2022 | 12:54 PM CDT

Dated: _____

Federal Award Identification Number: N/A

CFDA #: 21.027, Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: Department of the Treasury

GENERAL TERMS

ARTICLE 1. ALLOCATION AMOUNT AND PERMISSIBLE USES OF FUNDS

The amount of ARPA Funds allocated to Grantee pursuant to this MOU and the purposes for which they may be used are set forth in the relevant Program Schedule. DOA's contribution to the total cost of eligible expenditures reported by a Grantee under this MOU shall not exceed the amount set forth in the relevant Program Schedule. DOA shall not reimburse any costs that are not eligible for reimbursement under ARPA or rules, regulations, or guidance promulgated to implement ARPA.

ARTICLE 2. PAYMENT

Reimbursements shall be made as provided in the relevant Program Schedule. Grantee is solely responsible for demonstrating that expenditures submitted for reimbursement meet the eligibility requirements set forth in the relevant Program Schedule, and for ensuring that any funds disbursed to Grantee are allocated within the Grantee's affiliated local or Tribal government in accordance with any applicable local or Tribal requirements.

ARTICLE 3. REPORTING

Grantee shall provide DOA with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of ARPA Funds. Grantee will also provide DOA with all information necessary to accomplish any public transparency reporting or Grantee monitoring that DOA deems necessary. Further reporting requirements are outlined in the Program Schedule.

ARTICLE 4. APPLICABLE LAWS, RULES, AND REGULATIONS

This MOU shall be governed by the laws of the State of Wisconsin and the laws of the United States, including without limitation ARPA, the Final Rule, and all other rules and regulations promulgated to implement ARPA. Grantee shall be responsible for ensuring that its uses of the ARPA Funds allocated to it under this MOU comply with all applicable laws, rules, and regulations.

ARTICLE 5. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this MOU, Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. s. 51.01 (5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of this MOU, or the withholding of funds.

ARTICLE 6. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

If, and to the extent that, the Program Schedule allows Grantee to award funds to third parties, Grantee shall be responsible for ensuring that any third party receiving funds pursuant to the Program complies with all laws, rules, and regulations applicable to the use of those funds by the third party.

ARTICLE 7. SUBLET OR ASSIGNMENT OF DUTIES

Grantee shall not sublet or assign all or any part of Grantee's duties or rights under this MOU without prior written approval of DOA.

ARTICLE 8. REIMBURSEMENT OF FUNDS

Grantee shall return to DOA any funds paid to Grantee in excess of the amount allocated pursuant to this MOU. If Grantee fails to return excess funds, DOA may deduct the appropriate amount from subsequent payments due to Grantee from DOA. DOA also reserves the right to recover such funds by any other legal means.

Grantee shall be responsible for reimbursement to DOA for any disbursed funds DOA determines have been misused or misappropriated. Any reimbursement of funds required by DOA shall be due upon DOA's written demand to Grantee.

ARTICLE 9. INDEMNIFICATION

In carrying out the provisions of this MOU or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or sub-Grantees, in performing work under this MOU.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third parties to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this MOU, irrespective of whether the audit is ordered by a federal or state agency or by a court.

ARTICLE 10. FINANCIAL MANAGEMENT

Grantee's chart of accounts and accounting system shall permit timely preparation of reports of expenditures as required by DOA.

Records shall be maintained for a period of not less than five years unless the Program requirements are longer.

ARTICLE 11. CONFLICTS OF INTEREST AND ETHICS

No person who is an employee, agent, consultant, or officer of Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this MOU, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement or subcontract with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from Grantee by employees of Grantee shall not be considered a conflict of interest, but otherwise employees of Grantee shall be fully bound by the requirements of this Article. Upon request, DOA can make exceptions to this requirement after full disclosure and where DOA determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

Grantee agrees to disclose to DOA in writing any potential conflict of interest affecting the awarded funds so it can determine its own disclosure obligations to the Treasury Department in accordance with Treasury Department policy.

Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. ch. 19, subch. III, and the State Employee Code of Ethics, Wis. Admin. Code Ch. ER-MRS 24.

ARTICLE 12. TERMINATION OF AGREEMENT

DOA may terminate this MOU at any time with or without cause by delivering notice to Grantee.

ARTICLE 13. AMENDMENT

This MOU may be amended by mutual consent of the parties. Amendments shall be in writing and signed by the parties. Changes to the amount of funds allocated under this MOU or the purposes for which those funds may be used may be documented by amending the relevant Program Schedule.

ARTICLE 14. SEVERABILITY

If any provision of this MOU shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this MOU.

ARTICLE 15. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by DOA, the terms and conditions of this MOU shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this MOU.

ARTICLE 16. EXAMINATION OF RECORDS

DOA, or any of its authorized representatives, shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this MOU. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by DOA. Such material shall be retained until such time as DOA notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this MOU. Grantee shall notify DOA in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by DOA.

ARTICLE 17. LOBBYING

Funds provided to Grantee pursuant to this MOU may not be used to influence federal contracting or financial transactions.

PROGRAM SCHEDULE

TRIBAL AND LOCAL LAW ENFORCEMENT AGENCY INITIATIVE

This Program Schedule outlining the Tribal and Local Law Enforcement Agency Initiative (the “Program”) is attached to and incorporated into the Memorandum of Understanding Regarding Use of ARPA Funds (“MOU”) between DOA and Grantee.

Award Amounts and Permissible Uses:

Program: Tribal and Local Law Enforcement Agency Initiative

Award Amount: Each tribal and local law enforcement agency in the State of Wisconsin (referred to herein as “LEAs” or “Grantees”) has been allocated a certain sum (its “Allocation”) based on the size of the population it serves, with an add-on for LEAs serving communities where violent crime exceeds the state average. The Allocation for each LEA is available on the program website (<https://doa.wi.gov/Pages/LocalGovtsGrants/leagrant.aspx>) and incorporated by reference herein.

Program Duration: An LEA may use its Allocation to reimburse eligible expenditures incurred **between March 15, 2022 and June 30, 2023**. Expenditures incurred outside that time window are not eligible for reimbursement under this Program. For purposes of this Program, an expenditure is not “incurred” until the LEA or its affiliated Tribal or local government has paid it.

How it Works: During a quarterly Reporting Period, an LEA may draw down its Allocation and receive allocated funds by reporting eligible expenditures for reimbursement through the Program’s online reporting system. DOA will process these submissions and reimburse each LEA’s reported eligible expenditures from the remaining balance of its Allocation. The first Reporting Period is expected to occur during a two-week period in September 2022; they will occur on a quarterly basis thereafter until the completion of the Program.

Example: An LEA has a \$20,000 allocation. During the September 2022 Reporting Period, it uses the online reporting system to report \$8,000 in eligible expenditures incurred since March 15, 2022. DOA processes the reimbursement request and pays \$8,000 to the LEA, leaving \$12,000 in the LEA’s Allocation. In the next quarterly Reporting Period, the LEA submits another \$7,000 in eligible expenditures. Those eligible expenditures are again processed and reimbursed, leaving the LEA with \$5,000 of its Allocation remaining to reimburse expenditures reported in subsequent Reporting Periods.

Permitted Uses of Funds: The Program is intended to provide LEAs with additional resources to help offset certain costs associated with hiring, training, testing, and equipping law-enforcement officers, as well as updating certain technology and policies and implementing new crime-reduction initiatives. The following expenditures are eligible for reimbursement under the Program, subject to the limitations set forth in the MOU, this Program Schedule, and applicable state and federal law:

- 1. Recruitment incentives.** The Program will reimburse the costs of certain financial incentives to recruit new officers, jail personnel, and dispatchers (referred to collectively below as “new hires”), as follows:
 - a.** The costs of a new hire’s academy or other formal preparatory training, to the extent the new hire’s training costs are reimbursed by the LEA following acceptance of employment.
 - b.** A signing bonus of up to \$2,000 for each new hire.
 - c.** For each new hire whose most recent employer was an out-of-state governmental agency, an additional bonus of up to \$500 for each year of relevant out-of-state experience as a law enforcement officer, jailer, or dispatcher, up to an additional \$2,000. Thus, for a new hire from an out-of-state law governmental agency with four or more years’ relevant experience, this Program will reimburse the cost of providing a signing bonus of up to \$4,000.

Each new hire who receives recruitment incentives that are reimbursed through this Program must provide the LEA with a written statement affirming that the new hire intends to complete at least three years' continuous employment with the LEA. The LEA is responsible for collecting and maintaining those statements; it does not need to provide copies of those statements when making reimbursement requests unless specifically requested by DOA.

Each LEA is responsible for conducting appropriate background checks on employment candidates. New hires with a record of misconduct are not eligible to receive recruitment incentives that are reimbursed through this Program.

2. **Medical testing.** The Program will reimburse the costs of job-related medical testing of officers, including physical examinations, hearing tests, drug tests, pre-employment psychological examinations, and other medical testing.
3. **Training.** The Program will reimburse the costs of providing training to help reduce violence and improve community safety, including programs to train officers in any of the following subject areas:
 - a. Crisis intervention, including training for interactions with individuals suffering from mental illness and addiction.
 - b. Resiliency and suicide prevention.
 - c. Use-of-force options and de-escalation tactics, including scenario-based training aimed at stabilizing potentially dangerous situations to allow more time and options for safe resolution.
 - d. Implicit bias.
 - e. "Active bystander" training.
 - f. The emergency detention process.
 - g. Homicide investigation.
 - h. Any annual recertification training required by the Wisconsin Law Enforcement Standards Board.
4. **Wellness and counseling programs.** The Program will reimburse the costs of providing wellness, counseling, or behavioral health programs or services to officers.
5. **Officer equipment, fuel, and technology, excluding weapons.** The Program will reimburse the costs of purchasing the following:
 - a. Uniforms, duty belts, holsters, handcuffs, boots, bulletproof vests and other protective gear, radios, flashlights, and other equipment of a similar nature.
 - b. License-plate readers, security cameras, and smart cameras, including thermal imaging cameras and vehicle-mounted cameras.
 - c. Mobile data computers and equipment purchased for the purpose of improving wireless connectivity in LEA vehicles, such as mobile hot spots.
 - d. Body cameras and body camera-activating holsters.
 - e. Upgrades to public safety answering point (PSAP) systems or infrastructure.
 - f. Any accessories, software, services (including installation), or specialized training needed to utilize items in categories 5.a to 5.e above.
 - g. Up to 50 percent of the fuel and charging costs for LEA vehicles.

Weapons (including non-lethal weapons) and ammunition are not eligible for reimbursement through this Program.

6. **Temporary contract personnel.** The Program will reimburse the costs of retaining temporary contract personnel to assist with processing evidence, reducing backlogs, or other tasks that help LEAs conduct criminal investigations. When reporting these expenditures in the online reporting system, the LEA must identify the contractor used and the nature of the services performed.
7. **Sworn law enforcement officers, jail personnel, and dispatchers.** The Program will reimburse certain costs associated with sworn law enforcement officers, as follows:

- a. The additional payroll costs associated with increasing part-time officers, dispatchers, or jail personnel to full-time positions.
 - b. For LEAs that adopt or engage in initiatives to reduce violent crime (including offenses involving firearms), the payroll costs of officers for time worked on such initiatives.
 - c. The payroll costs of officers for time worked on Crisis Intervention Teams.
 - d. For LEAs serving communities where the violent crime rate exceeds the state average, as identified in Appendix 1, the full payroll costs for new hires (as defined in paragraph 1 above) made on or after March 15, 2022.
8. **K9 units.** The Program will reimburse the costs associated with purchasing canines to assist officers with law enforcement functions, including any related training costs.
9. **Community policing initiatives.** The Program will reimburse costs associated with designing and implementing community policing initiatives, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives. For purposes of this Program, “community policing initiatives” refer to place-based, community-oriented crime reduction strategies in targeted neighborhoods suffering from chronic crime issues.
10. **Initiatives to address carjacking and vehicle theft.** The Program will reimburse costs associated with designing and implementing initiatives to prevent and investigate incidents of carjacking and vehicle theft, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives.
11. **Updating use-of-force policies to comply with Act 75.** The Program will reimburse costs associated with updating their use-of-force policies to comply with the standards set forth in [2021 Wisconsin Act 75](#), including any costs of training related to these standards.

Expenditures not included in the above categories are not eligible for reimbursement through this Program.

Procurement limitations: All expenditures submitted for reimbursement through this Program must comply with Grantee’s local procurement procedures and must avoid conflicts of interest, acquisition of unnecessary or duplicative items, excessive costs, or other waste.

Payments:

Grantee shall make requests for reimbursement payments by reporting eligible expenditures through DOA’s online reporting system during Reporting Periods.

Reimbursement payments shall only be made after the MOU has been fully executed by Grantee and DOA, the Grantee has reported expenses that are eligible for reimbursement in compliance with the MOU and this Program Schedule, and responses are provided by Grantee for any questions from DOA within timeframes designated by DOA.

DOA shall make payment by check or via Automated Clearing House (ACH).

Payments to Grantee that exceed allowable expenses pursuant to the terms of the Agreement, if outstanding at the expiration of this Agreement, shall be repaid to DOA within 60 days of the expiration date of the Performance Period. DOA, in accordance with State procedures, shall reconcile payments and report expenses.

Records and Reporting:

Grantee is responsible for maintaining records sufficient to demonstrate that the expenditures submitted for reimbursement are eligible expenditures under the MOU and this Program Schedule. Grantee will cooperate with

any inquiry and provide any relevant information or records requested by DOA or any of its authorized representatives relating to the expenditures submitted for reimbursement.

Grantee understands that DOA is required to submit quarterly and annual reports to the U.S. Department of Treasury pursuant to the American Rescue Plan Act of 2021. Grantee shall timely provide DOA with all information that may be necessary to comply with those reporting requirements.

Grantee must retain records for a period of at least five years after all ARPA State and Local Fiscal Recovery Funds provided by the Department of Treasury to the State of Wisconsin have been expended or returned to the federal government. Current law requires the State to expend or return such funds no later than December 31, 2026.

Administration:

The DOA employee responsible for the administration of this MOU with respect to this Program Schedule shall be DOA's Administrator of the Division of Intergovernmental Relations or their designee, who shall represent DOA's interest in review of quality, quantity, rate of progress, timeliness, compliance, federal reporting, and related considerations as outlined in this MOU.

The Grantee employee responsible for the administration of this MOU with respect to this Program Schedule shall be the person designated as "contact person" by Grantee, who shall represent Grantee's interest regarding Agreement performance, financial records, and related considerations. DOA shall be immediately notified of any change of this designee.

All correspondence, notices or requests under this MOU shall be in writing, in electronic form or otherwise, to the addresses listed below:

To DOA:

Dawn Vick
Administrator
Division of Intergovernmental Relations
Department of Administration
101 E. Wilson St.
Madison, WI 53703
E-mail: LEAGrant@wisconsin.gov

To Grantee:

The "contact person" designated by Grantee

Certifications:

By submitting an expenditure to DOA for reimbursement through this Program, Grantee certifies all the following:

- (1) That the expenditure is a permitted use of funds, as described in this Program Schedule.
- (2) That the expenditure was incurred by the Grantee or its affiliated Tribe, county, city, village, or town and has not been reimbursed by any other third-party source.
- (3) That all other information provided by Grantee to DOA relating to the expenditure is accurate.
- (4) That the Grantee has and will maintain records of the expenditure for the period required by this Program Schedule, including, if applicable, statements affirming that new hires receiving recruitment incentives intend to complete at least three years' continuous employment with Grantee.
- (5) That the Grantee is not a federally debarred contractor and is not on the list of parties excluded from federal procurement and non-procurement contracts.

Appendix 1

Adams County Sheriff's Office
 Adams Police Department
 Altoona Police Department
 Antigo Police Department
 Appleton Police Department
 Ashland County Sheriff's Office
 Ashland Police Department
 Ashwaubenon Police Department
 Baraboo Police Department
 Barron Police Department
 Bayfield Police Department
 Beloit Police Department
 Big Bend Police Department
 Black River Falls Police Department
 Bloomer Police Department
 Boscobel Police Department
 Brown Deer Police Department
 Burlington Police Department
 Burnett County Sheriff's Office
 Butler Police Department
 Chetek Police Department
 Chilton Police Department
 Chippewa Falls Police Department
 Clintonville Police Department
 Coleman Police Department
 Cornell Police Department
 Crandon Police Department
 Cudahy Police Department
 Dane County Sheriff's Office
 Delavan Police Department
 Dunn County Sheriff's Office
 East Troy Village Police Department
 Eau Claire County Sheriff's Office
 Eau Claire Police Department
 Elkhorn Police Department
 Elroy Police Department
 Everest Metro Police Department
 Fennimore Police Department
 Fitchburg Police Department
 Florence County Sheriff's Office
 Fond du Lac Police Department
 Forest County Sheriff's Office
 Fort Atkinson Police Department
 Frederic Police Department
 Glendale Police Department
 Grand Chute Police Department
 Grantsburg Police Department
 Green Bay Police Department
 Greendale Police Department
 Greenfield Police Department
 Hayward Police Department
 Horicon Police Department

Hudson Police Department
 Iron River Police Department
 Janesville Police Department
 Jefferson Police Department
 Juneau County Sheriff's Office
 Kaukauna Police Department
 Kenosha County Sheriff's Office
 Kenosha Police Department
 Kewaunee County Sheriff's Office
 Kiel Police Department
 La Crosse Police Department
 Lac Courte Oreilles Tribal Police Department
 Lac du Flambeau Police Department
 Lake Delton Police Department
 Lake Hallie Police Department
 Lake Mills Police Department
 Lancaster Police Department
 Lincoln County Sheriff's Office
 Madison Police Department
 Manawa Police Department
 Manitowoc Police Department
 Marinette Police Department
 Marion Police Department
 Markesan Police Department
 Marshall Police Department
 Marshfield Police Department
 Mauston Police Department
 Mayville Police Department
 Medford Police Department
 Menasha Police Department
 Menominee Tribal Police Department
 Menomonie Police Department
 Milwaukee Police Department
 Minocqua Police Department
 Mondovi Police Department
 Monroe County Sheriff's Office
 Mount Pleasant Police Department
 Muscoda Police Department
 Neenah Police Department
 New Lisbon Police Department
 New Richmond Police Department
 Oak Creek Police Department
 Oconto Police Department
 Omro Police Department
 Osceola Police Department
 Oshkosh Police Department
 Palmyra Police Department
 Phillips Police Department
 Platteville Police Department
 Pleasant Prairie Police Department
 Plover Police Department
 Portage Police Department

Poynette Police Department
Pulaski Police Department
Racine Police Department
Rhineland Police Department
Rice Lake Police Department
Ripon Police Department
Rock County Sheriff's Office
Rusk County Sheriff's Office
Sawyer County Sheriff's Office
Seymour Police Department
Shawano Police Department
Sheboygan Police Department
Shiocton Police Department
Siren Police Department
Sparta Police Department
Spooner Police Department
Spring Valley Police Department
St. Croix Falls Police Department
Stanley Police Department
Stevens Point Police Department
Summit Police Department
Superior Police Department
Tomah Police Department
Town of Beloit Police Department
Town of Brookfield Police Department
Town of Madison Police Department
Twin Lakes Police Department
Two Rivers Police Department
Washburn Police Department
Waterloo Police Department
Watertown Police Department
Waukesha Police Department
Waupaca Police Department
Wausau Police Department
Wauwatosa Police Department
Webster Police Department
West Allis Police Department
West Bend Police Department
West Milwaukee Police Department
West Salem Police Department
Whitewater Police Department
Wisconsin Dells Police Department
Wisconsin Rapids Police Department

III

Other Matters

Item 23.

R. O. No. 74 - 22 - 23. By CITY CLERK. October 17, 2022.

Submitting a request from Zach Cotter for approval to hunt deer on a section of woods within the city limits.

FW

CITY CLERK

DeBruin, Meredith

From: Zach Cotter <cotter.zach@gmail.com>
Sent: Monday, October 17, 2022 12:02 PM
To: DeBruin, Meredith
Subject: Request for Consideration
Attachments: Parcels.JPG

Dear Council Members,

I am writing to ask for approval to hunt deer on a section of woods that falls within the city limits that is very near my house on the southside of Sheboygan.

- The inquiry is for crossbow hunting for deer during the months of November/December 2022 and January 2023 while hunting season remains open.
- The specific parcel numbers I am requesting are as follows:
 - 59281470990 and 59281472510 (I attached a screenshot of an aerial view of the two parcels).

I have hunted for the past 24 years and make a priority to follow all rules/regulations and be a steward for any property that I am allowed to hunt. Below you will find my contact information and DNR Customer ID #.

Thank you for your time and consideration,

Zach Cotter
5640 Sherwood Drive
Sheboygan, WI 53081

cotter.zach@gmail.com
Cell: (920) 476-9649
DNR Customer ID #: 461-036-121

