

**\*\*\*ATTACHMENTS\*\*\***

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** R.O. No. 25-21-22 is a claim from Shari Smith for alleged damages to their vehicle from road debris and/or unsafe conditions on road due to construction on Taylor Drive.

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**REPORT PREPARED BY:** Christina Lueptow, Accountant II

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**REPORT DATE:** July 14, 2021

**MEETING DATE:** September 13, 2021

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

Wisconsin Statutes:  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:**

R.O. No. 25-21-22 is a claim from Shari Smith for alleged damages to their vehicle from road debris and/or unsafe conditions on road due to construction on Taylor Drive.

**STAFF COMMENTS:**

City staff has reviewed the above claim and under authorization of the Common Council granted in Resolution No. 64-17-18, passed on September 5, 2017, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department has denied the claim listed above.

**ACTION REQUESTED:**

Motion to recommend the Common Council receive and file the following documents:  
R.O. No. 25-21-22

**ATTACHMENTS:**

- I. R.O. No. 25-21-22

~~II~~

R. O. No. 25 - 21 - 22. By CITY CLERK. June 7, 2021.

Submitting a claim from Shari Smith for alleged damages to her vehicle from road debris and/or unsafe conditions on road due to construction on Taylor Drive.

FAP

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CITY CLERK

DATE RECEIVED 5-14-2021

RECEIVED BY MKC

CLAIM NO. 2-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 14 2021

- 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: SHARI SMITH
- 2. Home address of Claimant: 13 CROSSBRIDGE CT, MADISON, WI 53717
- 3. Home phone number: 608-320-6513
- 4. Business address and phone number of Claimant: N/A

- 5. When did damage or injury occur? (date, time of day) 5/3/21 between 5:30-6:00 PM
- 6. Where did damage or injury occur? (give full description) \_\_\_\_\_

TAYLOR DRIVE

- 7. How did damage or injury occur? (give full description) ROAD DEBRIS, AND/OR UNSAFE CONDITION OF ROAD DUE TO CONSTRUCTION CAUSED DAMAGE TO BOTH FRONT AND REAR RIGHT SIDE RIMS.

- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_

- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: TAYLOR DRIVE CONSTRUCTION AREA CLOSE TO GEELE ST.

(b) Claimant's statement of basis for such liability: ROAD CONSTRUCTION AND NEGLIGENCE OF ROAD CREW (CITY) CAUSE OF DAMAGE TO VEHICLE.

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").

DAMAGE FRONT AND REAR RIMS REQUIRING REPLACEMENT.  
NO INJURIES.

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ 1790.43

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ 234.67

CAR RENTAL **TOTAL** \$ 2025.10

Damaged vehicle (if applicable)

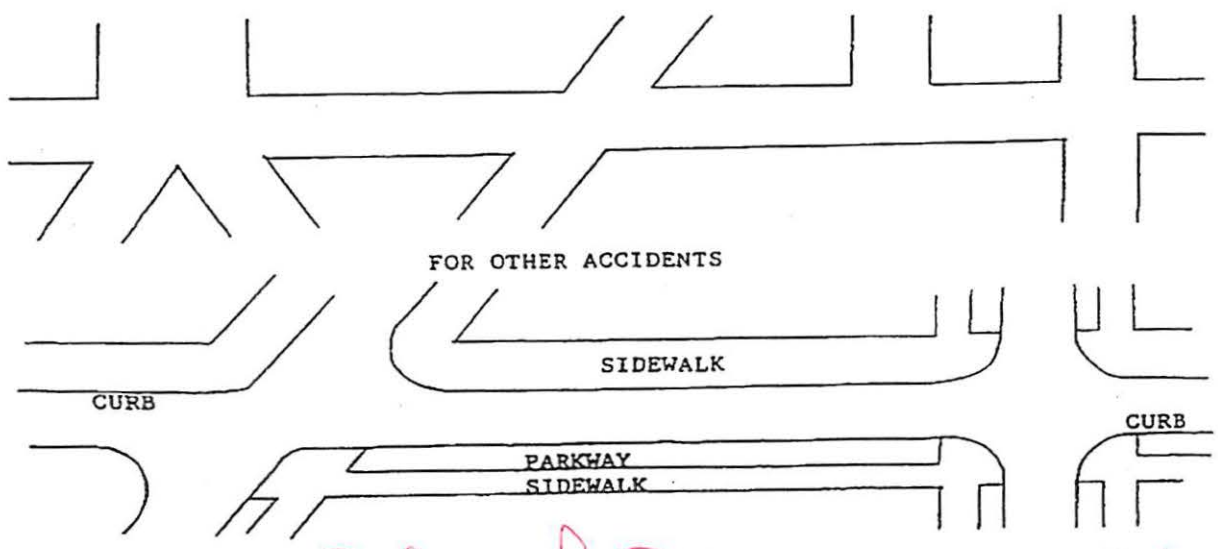
Make: BUICK Model: CASCADA Year: 2016 Mileage: 52,861

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

ZAK BRILL HAD EXACT TYPE OF DAMAGE DURING SAME TIMEFRAME. AND STATED 3 VEHICLES WERE PULLED OVER ON GEELE WITH A TOW TRUCK. HIS CONTACT ON HIS CLAIM FORM.

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**

Shirley J. Brill

**DATE**

5/11/21

DATE RECEIVED 5-14-2021

RECEIVED BY MKC

CLAIM NO. 2-21

CLAIM

Claimant's Name:	<u>SHARI SMITH</u>	Auto	\$ <u>1790.43</u>
Claimant's Address:	<u>13 CROSSBRIDGE CT</u>	Property	\$ _____
	<u>MADISON WI 53717</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>608-320-6513</u>	Other (Specify below)	\$ <u>234.67</u>
		(car rental)	
		<b>TOTAL</b>	\$ <u>2025.10</u>

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 \$ 2025.10.

SIGNED Shari Smith

DATE: 5/11/21

ADDRESS: 13 Crossbridge Ct  
MADISON WI 53717

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

3400 S. Business Dr.  
Sheboygan, WI 53081



<b>SERVICE</b>	<b>SALES</b>	<b>PARTS:</b>	<b>BODY SHOP</b>
920 459-6850	920 459-6840	920 459-6845	920 459-6855
888 459-6850 (TOLL FREE)	800 459-6840 (TOLL FREE)	888 459-6845 (TOLL FREE)	888 459-6855 (TOLL FREE)

www.sheboyganauto.com

CELL: 608-320-6513


CUSTOMER NO. <b>210497</b>	ADVISOR <b>ZAK BRILL</b>	TAG NO. <b>031 1321</b>	INVOICE DATE <b>05/07/21</b>	INVOICE NO. <b>CTCS972763</b>
<b>SHARY SMITH</b> 13 CROSSBRIDGE CT MADISON, WI 53717	LICENSE NO.	MILEAGE <b>52,861</b>	COLOR <b>/</b>	STOCK NO.
	YEAR / MAKE / MODEL <b>16/BUICK/CASCADE/2DR CONV</b>		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. <b>W04WT3N53GG061619</b>		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>05/04/21</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 52863

TOTALS-----

\*\*\*\*\*  
\* [ ] CASH [ ] CREDIT CARD [ ] CHARGE \*  
\*\*\*\*\*

HOME OF THE EXCLUSIVE  
SHEBOYGAN LIFETIME POWERTRAIN WARRANTY  
ON SELECT NEW AND PRE-OWNED VEHICLES IN STOCK  
SEE SALES FOR DETAILS



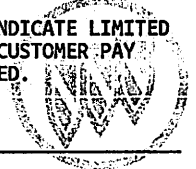
TOTAL LABOR....	115.95
TOTAL PARTS....	1581.14
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	93.34
<b>TOTAL INVOICE \$</b>	<b>1790.43</b>

**HOURS:**  
**SERVICE, PARTS, BODY SHOP**  
MON - FRI 7:00 AM - 5:00 PM  
SAT 7:30 AM - NOON

**SALES**  
MON - THURS 8:00 AM - 8:00 PM  
FRI 8:00 AM - 6:00 PM  
SAT 8:00 AM - 5:00 PM

THANK YOU FOR YOUR BUSINESS!!

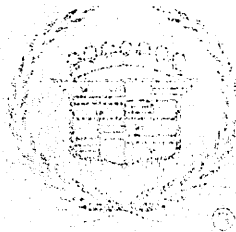
PARTS DESIGNATED WITH AN ASTERISK (\*) INDICATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS. COMMERCIAL APPLICATIONS EXCLUDED.



CUSTOMER SIGNATURE

**BUICK**

**GMC**



*Cadillac*

✓ Pd 500. CC  
Deduct

✓ Ins  
Check

437.39

**SCC**

**VISION STATEMENT**  
"Our Vision is to be So Effective that we are Able to be Helpful to Others"

**MISSION STATEMENT**  
"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

**DISCLAIMER OF WARRANTIES:**  
Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade 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.

3400 S. Business Dr.  
Sheboygan, WI 53081



Genuine | Parts



**Certified Service**

<b>SERVICE</b>	<b>SALES</b>	<b>PARTS:</b>	<b>BODY SHOP</b>
920 459-6850	920 459-6840	920 459-6845	920 459-6855
888 459-6850 (TOLL FREE)	800 459-6840 (TOLL FREE)	888 459-6845 (TOLL FREE)	888 459-6855 (TOLL FREE)

www.sheboyganauto.com

CELL: 608-320-6513

CUSTOMER NO. <b>210497</b>	ADVISOR <b>ZAK BRILL</b>	TAG NO. <b>031 1321</b>	INVOICE DATE <b>05/07/21</b>	INVOICE NO. <b>CTCS972763</b>
SHARY SMITH 13 CROSSBRIDGE CT MADISON, WI 53717	LICENSE NO.	MILEAGE <b>52,861</b>	COLOR <b>/</b>	STOCK NO.
	YEAR / MAKE / MODEL <b>16/BUICK/CASCADE/2DR CONV</b>		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. <b>W 0 4 W T 3 N 5 3 G G 0 6 1 6 1 9</b>		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>05/04/21</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS <b>MO: 52863</b>		

**JOB# 1 CHARGES**

LABOR  
J# 1 21CVZ WHEELS/TIRES TECH(S):979 36.00  
REPLACE BENT AND DAMAGED PASSENGER FRONT AND REAR RIMS  
GEICO INSURANCE 0110296910101151-01  
CUSTOMER TO PAY \$500.00 DEDUCTIBLE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	39003341	WHEEL 5.803	837.57	837.57	837.57
	-1	39003341	CORE RETURN	50.00	50.00	-50.00
	2	6666	VALVE STE	3.00	3.00	6.00
	1	39003341	WHEEL 5.803	837.57	837.57	837.57
	-1	39003341	CORE RETURN	50.00	50.00	-50.00
TOTAL - PARTS						1581.14

**HOURS:**  
**SERVICE, PARTS, BODY SHOP**  
MON - FRI 7:00 AM - 5:00 PM  
SAT 7:30 AM - NOON

**SALES**  
MON - THURS 8:00 AM - 8:00 PM  
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**VISION STATEMENT**  
"Our Vision is to be So Effective that we are Able to be Helpful to Others"

**MISSION STATEMENT**  
"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

**DISCLAIMER OF WARRANTIES:**  
Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

**JOB# 1 TOTALS**

LABOR	36.00
PARTS	1581.14
<b>JOB# 1 JOURNAL PREFIX CTCS</b>	<b>JOB# 1 TOTAL</b>
	1617.14

**JOB# 2 CHARGES**

LABOR  
J# 2 24CVZ06 MULTIPOINT INSPECT TECH(S):979 0.00  
MULTIPOINT VEHICLE INSPECTION  
MULTIPOINT VEHICLE INSPECTION  
Multi-Point Vehicle Inspection (see MPI sheet) All

**JOB# 2 TOTALS**

LABOR	0.00
<b>JOB# 2 JOURNAL PREFIX CTCS</b>	<b>JOB# 2 TOTAL</b>
	0.00

**JOB# 3 CHARGES**

LABOR  
J# 3+05CVZ02 4 WHEEL ALIGNMENT TECH(S):979 79.95  
Added Operation (ZAKB @ 05/05/2021 11:07)  
PERFORM 4 WHEEL ALIGNMENT / ADDITIONAL CHARGES FOR SHIMS AND FOR REMOVING KNOCK OUTS  
4 Wheel Alignment All

**JOB# 3 TOTALS**

LABOR	79.95
<b>JOB# 3 JOURNAL PREFIX CTCS</b>	<b>JOB# 3 TOTAL</b>
	79.95

ESTIMATE  
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$1790.43 (+TAX)

CUSTOMER SIGNATURE

Motor vehicle repair trade 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.

The Reynolds and Reynolds Company ERAINTS14E CC218890 Q (03/13)

Gas #8.51 5/7/21

RENTAL AGREEMENT NUMBER 653577536

RESERVATION NUMBER 03029222-US-0

Customer Name : SMITH, SHARI  
Drivers Lic Number : USWIXXXXXXXXXX9307  
Methods of Payment : MASTER XX7666

Avis Car Number : 9 5 6 4 5 1 8 5  
Plate Number : TX NHT2526  
Veh Description : BLK CHEVY MALIBU  
Odometer Out : 5100 MIs  
Fuel Gauge Reading: Full

*only 58 when pickup*

Pickup Date/Time : MAY 04, 2021 01:51 PM  
Pickup Location : 3035 SOUTH BUSINESS DRIVE  
SHEBOYGAN, WI, 53081, US

Return Date/Time : MAY 07, 2021 01:00 PM  
Return Location : 3085 SOUTH BUSINESS DRIVE  
SHEBOYGAN, WI, 53081, US

Additional Fees May Apply If Changes Are Made To Your Return Date, Time And/Or Location.

YOUR ESTIMATED VEHICLE CHARGES

MIN 1 DAY IF NOT MET DLY RT= 72.99 MAX  
RATE CHART TIME AND MILEAGE  
HRLY : 57.00  
AD DY: 72.99  
PER : 218.97 PRQ 218.97=  
MIs : Unlimited

Less 5.00% Discount = 10.95  
Your Estimated Time & Mileage: 208.02  
VEH LICENSE RECOUP .85 /DY + 2.55  
ENERGY RECOVERY FEE .60 /DY + 1.80  
Estimated Subtotal Charges: 212.37  
Sales Tax 10.500% + 22.30  
repair Voucher 234.67 - 234.67  
YOUR ESTIMATED TOTAL CHARGES X : 0.00

YOUR OPTIONAL PRODUCTS/SERVICES

DAY Loss Damage Waiver 29.99/Day Declined  
Personal Accident Insurance 7.00/Day Declined  
Personal Effects Protection 2.95/Day Declined  
Additional Liability Insurance 16.25/Day Declined  
By my initials I accept or decline optional services/products as shown above. X  
Please return the vehicle with the same fuel level as you received it. Please provide a receipt for fuel purchased. If you do not, additional fuel fees may apply. 000-07A  
MIs equals a 15.99 flat rate fee. 075 MIs and above equals .3444 per MI or 9.990 per Gal. X  
I understand that important information on cashless toll roads and e-Toll services can be found at [avis.com/etoll](http://avis.com/etoll) X

Gas #8.51 5/7/21

NOTICES-----AVIS-----NOTICES

I AGREE TO: BE CONTACTED ABOUT THE RENTAL BY CALLS OR TEXTS AT THE PHONE NUMBER(S) PROVIDED; AVIS'S COLLECTION AND USE OF VEHICLE DATA (INCLUDING DIAGNOSTIC, LOCATION, DAMAGE, PERFORMANCE & OPERATIONAL DATA LIKE MILEAGE, FUEL, CONDITION & OTHER DATA RELATED TO THE VEHICLE & ITS USE) PER OUR PRIVACY NOTICE AT [WWW.AVIS.COM/privacy](http://WWW.AVIS.COM/privacy); AND MANUFACTURERS' COLLECTION AND USE OF DATA FROM THE RENTAL VEHICLE PER THEIR PRIVACY NOTICE.

I acknowledge having received all notices including the notice regarding damage waiver and my responsibility contained in the rental jacket. The Loss Damage Waiver is optional. An added daily cost of 29.99 covers your responsibility for damage to our car. Check with your insurer as this may be duplicative of your own car insurance.

I agree the charges listed above are estimates. I agree to all terms herein and in the separate Rental Terms and Conditions document ("RTC"), including the arbitration/class action waiver provision. I understand the RTC will be provided to me prior to leaving the counter, but I can also request a copy to review at any time as well as review it at [WWW.AVIS.COM/TERNSC](http://WWW.AVIS.COM/TERNSC). No additional drivers allowed without prior written consent. Tickets, fines and admin fees to be charged to this rental.

If you have questions regarding this rental, call us at 920-457-5102

This vehicle was rented to you by JENNI

## Lueptow, Christina

---

**From:** Blasiola, Jason  
**Sent:** Friday, July 9, 2021 12:32 PM  
**To:** Finance; Lueptow, Christina  
**Cc:** Biebel, David  
**Subject:** RE: CLAIM 2-21 - Damage to Vehicle  
**Attachments:** Taylor 1 .jpg; Taylor 2.jpg; Taylor 3.jpg; Taylor Ave Traffic Control.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Christina, The traffic control would have been set up starting on April 26, 2021, and the traffic control would have come down when we were done paving Taylor Ave on or about May 11, 2021.

The Sheboygan PD called DPW for nails in the road, and we dispatched a sweeper to Taylor Drive. The sweeper operator did not find any nails on Taylor Drive.

The DPW did discover that heavy rains washed away sections of the street. DPW did send up a vacuum truck to suck up the water and placed asphalt in the areas that washed away. You can see the asphalt in the attached pictures.

I am unaware of any other damage claims on Taylor Drive from April 26, 2021, until the incident on May 3, 2021. DPW mitigated the hazard after we were notified of its existence.

I have attached some pictures and a diagram of the traffic control.

Jason

---

**From:** Finance  
**Sent:** Wednesday, July 7, 2021 8:10 AM  
**To:** Blasiola, Jason <Jason.Biasiola@sheboyganwi.gov>  
**Cc:** Finance <Finance@sheboyganwi.gov>  
**Subject:** CLAIM 2-21 - Damage to Vehicle  
**Importance:** High

Hello Jason,

Please review the attached claim and provide signage drawings for the areas that the alleged damages occurred. Please also provide the time frames that the signage was up.

Please let me know if you have any questions. A response will be needed by 7/12/21.

Thanks,

*Christina Lueptow*

*Accountant II - Finance*

City of Sheboygan

920.459.3391

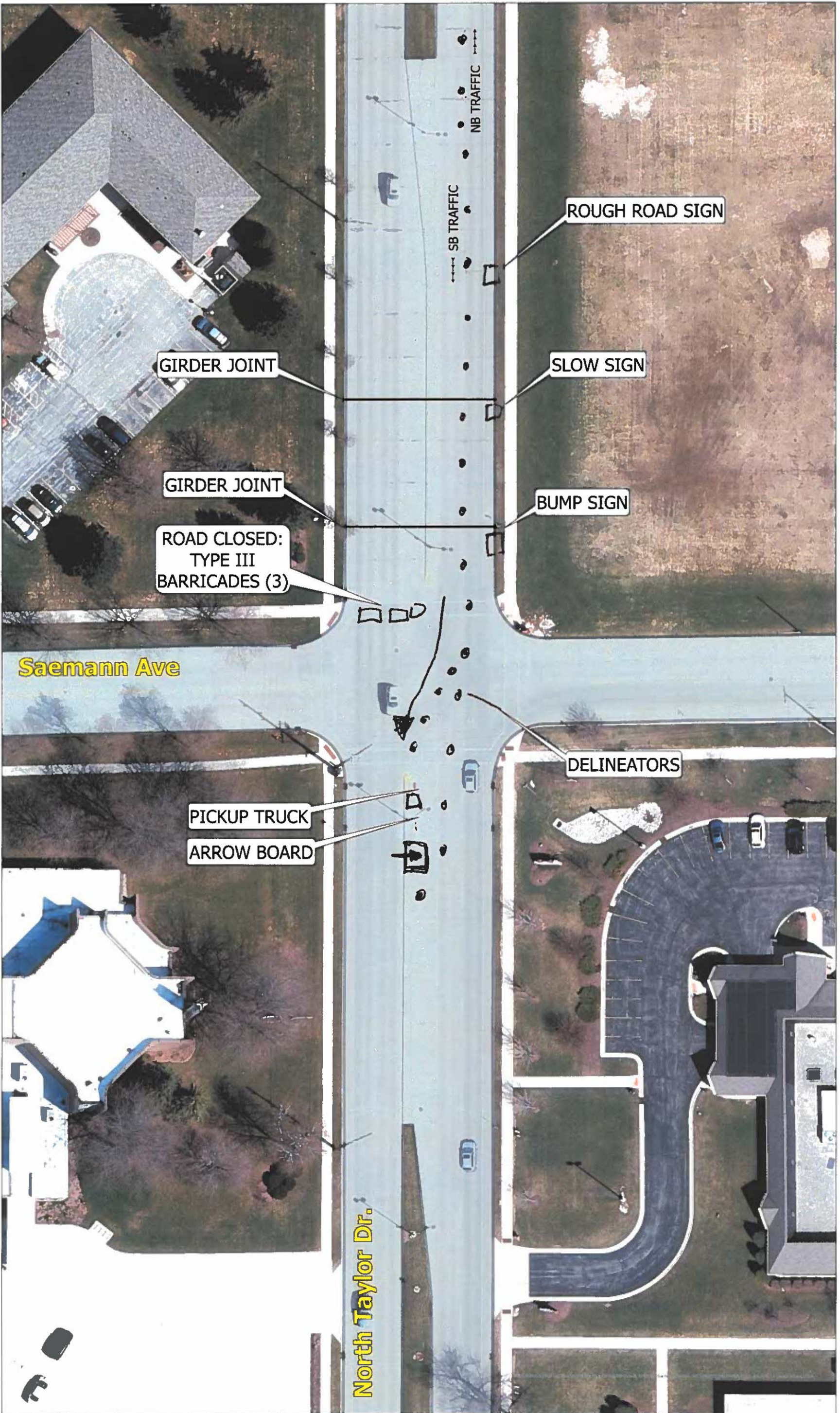
828 Center Avenue

Sheboygan, WI 53081









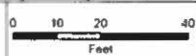
Saemann Ave

North Taylor Dr.

CITY OF SHEBOYGAN  
PUBLIC WORKS

Map Name: Taylor and Saemann  
Layout Name: Taylor and Saemann  
Project Name: Working Project 20210519  
Author: andrew.barthe@sheboyganwi.gov  
P:\Engineering\GIS\Projects\Working Project 20210519

Current Date/Time  
7/9/2021  
11:17 AM



**FOR REPRESENTATION PURPOSES ONLY**  
This map is not a survey of the actual boundary of any property, area, or location depicted on this document. This product is for informational and representational purposes only. This document was not designed for, intended for, and is not suitable for legal, engineering, surveying, or related purposes.

City Of Sheboygan  
Intersection of Saemann Ave and North Taylor Drive

~~II~~

R. O. No. 25 - 21 - 22. By CITY CLERK. June 7, 2021.

Submitting a claim from Shari Smith for alleged damages to her vehicle from road debris and/or unsafe conditions on road due to construction on Taylor Drive.

FAP

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CITY CLERK

DATE RECEIVED 5-14-2021

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TAYLOR DRIVE

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

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DAMAGE FRONT AND REAR RIMS REQUIRING REPLACEMENT.  
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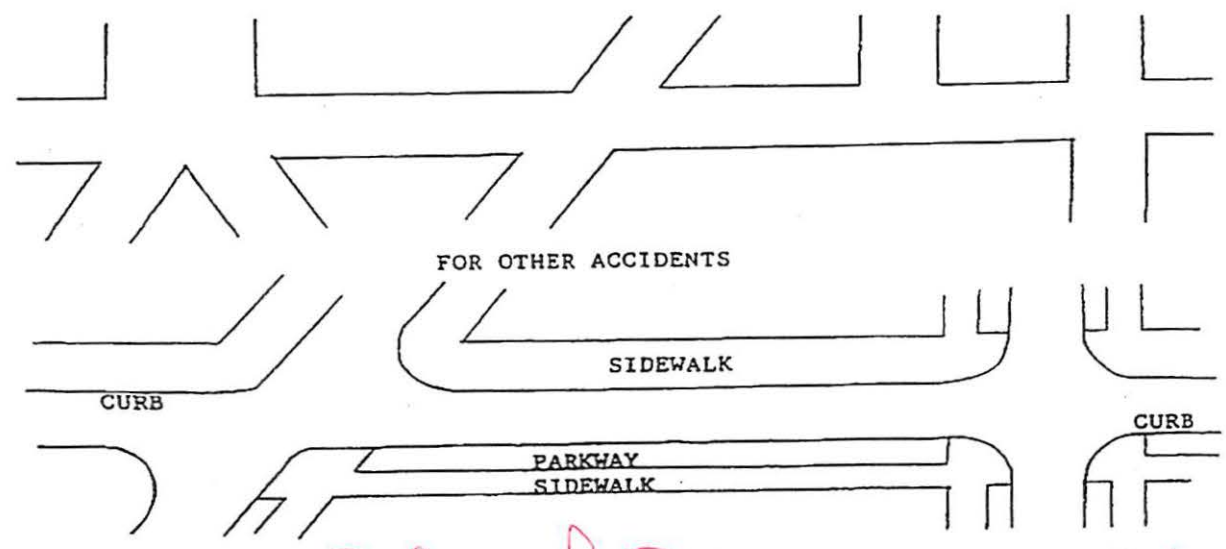
Make: BUICK Model: CASCADA Year: 2016 Mileage: 52,861

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

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SIGNATURE OF CLAIMANT

Shirley J. Brill

DATE

5/11/21

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CLAIM

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Claimant's Address: <u>13 CROSSBRIDGE CT</u>	Property	\$ _____
<u>MADISON WI 53717</u>	Personal Injury	\$ _____
Claimant's Phone No. <u>608-320-6513</u>	Other (Specify below) <u>(car rental)</u>	\$ <u>234.67</u>
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SIGNED Shari Smith

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MADISON WI 53717

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

3400 S. Business Dr.  
Sheboygan, WI 53081



<b>SERVICE</b>	<b>SALES</b>	<b>PARTS:</b>	<b>BODY SHOP</b>
920 459-6850	920 459-6840	920 459-6845	920 459-6855
888 459-6850 (TOLL FREE)	800 459-6840 (TOLL FREE)	888 459-6845 (TOLL FREE)	888 459-6855 (TOLL FREE)

www.sheboyganauto.com

CELL: 608-320-6513


CUSTOMER NO. <b>210497</b>	ADVISOR <b>ZAK BRILL</b>	TAG NO. <b>031 1321</b>	INVOICE DATE <b>05/07/21</b>	INVOICE NO. <b>CTCS972763</b>
<b>SHARY SMITH</b> 13 CROSSBRIDGE CT MADISON, WI 53717	LICENSE NO.	MILEAGE <b>52,861</b>	COLOR <b>/</b>	STOCK NO.
	YEAR / MAKE / MODEL <b>16/BUICK/CASCADE/2DR CONV</b>		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. <b>W04WT3N53GG061619</b>		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>05/04/21</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS		

MO: 52863

TOTALS-----

\*\*\*\*\*  
\* [ ] CASH [ ] CREDIT CARD [ ] CHARGE \*  
\*\*\*\*\*

HOME OF THE EXCLUSIVE  
SHEBOYGAN LIFETIME POWERTRAIN WARRANTY  
ON SELECT NEW AND PRE-OWNED VEHICLES IN STOCK  
SEE SALES FOR DETAILS



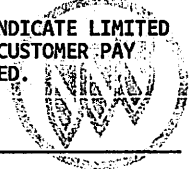
TOTAL LABOR....	115.95
TOTAL PARTS....	1581.14
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	93.34
<b>TOTAL INVOICE \$</b>	<b>1790.43</b>

**HOURS:**  
**SERVICE, PARTS, BODY SHOP**  
MON - FRI 7:00 AM - 5:00 PM  
SAT 7:30 AM - NOON

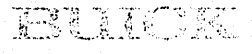
**SALES**  
MON - THURS 8:00 AM - 8:00 PM  
FRI 8:00 AM - 6:00 PM  
SAT 8:00 AM - 5:00 PM

THANK YOU FOR YOUR BUSINESS!!

PARTS DESIGNATED WITH AN ASTERISK (\*) INDICATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS. COMMERCIAL APPLICATIONS EXCLUDED.



CUSTOMER SIGNATURE



✓ Pd 500. CC  
Deduct



✓ Ins  
Check

437.39



*Shary Smith*

**SCC**

**VISION STATEMENT**  
"Our Vision is to be So Effective that we are Able to be Helpful to Others"

**MISSION STATEMENT**  
"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

**DISCLAIMER OF WARRANTIES:**  
Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade 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.

3400 S. Business Dr.  
Sheboygan, WI 53081



Genuine | Parts



**Certified Service**

<b>SERVICE</b>	<b>SALES</b>	<b>PARTS:</b>	<b>BODY SHOP</b>
920 459-6850	920 459-6840	920 459-6845	920 459-6855
888 459-6850 (TOLL FREE)	800 459-6840 (TOLL FREE)	888 459-6845 (TOLL FREE)	888 459-6855 (TOLL FREE)

www.sheboyganauto.com

CELL: 608-320-6513

CUSTOMER NO. <b>210497</b>	ADVISOR <b>ZAK BRILL</b>	TAG NO. <b>031 1321</b>	INVOICE DATE <b>05/07/21</b>	INVOICE NO. <b>CTCS972763</b>
SHARY SMITH 13 CROSSBRIDGE CT MADISON, WI 53717	LICENSE NO.	MILEAGE <b>52,861</b>	COLOR <b>/</b>	STOCK NO.
	YEAR / MAKE / MODEL <b>16/BUICK/CASCADE/2DR CONV</b>		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. <b>W 0 4 W T 3 N 5 3 G G 0 6 1 6 1 9</b>		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE <b>05/04/21</b>	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS <b>MO: 52863</b>		

**JOB# 1 CHARGES**

LABOR  
J# 1 21CVZ WHEELS/TIRES TECH(S):979 36.00  
REPLACE BENT AND DAMAGED PASSENGER FRONT AND REAR RIMS  
GEICO INSURANCE 0110296910101151-01  
CUSTOMER TO PAY \$500.00 DEDUCTIBLE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	39003341	WHEEL 5.803	837.57	837.57	837.57
	-1	39003341	CORE RETURN	50.00	50.00	-50.00
	2	6666	VALVE STE	3.00	3.00	6.00
	1	39003341	WHEEL 5.803	837.57	837.57	837.57
	-1	39003341	CORE RETURN	50.00	50.00	-50.00
TOTAL - PARTS						1581.14

**JOB# 1 TOTALS**

LABOR	36.00
PARTS	1581.14
<b>JOB# 1 TOTAL</b>	<b>1617.14</b>

**JOB# 2 CHARGES**

LABOR  
J# 2 24CVZ06 MULTIPOINT INSPECT TECH(S):979 0.00  
MULTIPOINT VEHICLE INSPECTION  
MULTIPOINT VEHICLE INSPECTION  
Multi-Point Vehicle Inspection (see MPI sheet) All

**JOB# 2 TOTALS**

LABOR	0.00
<b>JOB# 2 TOTAL</b>	<b>0.00</b>

**JOB# 3 CHARGES**

LABOR  
J# 3+05CVZ02 4 WHEEL ALIGNMENT TECH(S):979 79.95  
Added Operation (ZAKB @ 05/05/2021 11:07)  
PERFORM 4 WHEEL ALIGNMENT / ADDITIONAL CHARGES FOR SHIMS  
AND FOR REMOVING KNOCK OUTS  
4 Wheel Alignment All

**JOB# 3 TOTALS**

LABOR	79.95
<b>JOB# 3 TOTAL</b>	<b>79.95</b>

ESTIMATE  
CUSTOMER HEREBY ACKNOWLEDGES RECEIVING  
ORIGINAL ESTIMATE OF \$1790.43 (+TAX)

**HOURS:**  
**SERVICE, PARTS, BODY SHOP**  
MON - FRI 7:00 AM - 5:00 PM  
SAT 7:30 AM - NOON

**SALES**  
MON - THURS 8:00 AM - 8:00 PM  
FRI 8:00 AM - 6:00 PM  
SAT 8:00 AM - 5:00 PM



**VISION STATEMENT**

"Our Vision is to be So Effective that we are Able to be Helpful to Others"

**MISSION STATEMENT**

"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

**DISCLAIMER OF WARRANTIES:**

Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade 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.

The Reynolds and Reynolds Company ERAINTS14E CC218890 Q (03/13)

Gas #8.51 5/7/21

RENTAL AGREEMENT NUMBER 653577536

RESERVATION NUMBER 03029222-US-0

Customer Name : SMITH, SHARI  
Drivers Lic Number : USWIXXXXXXXXXX9307  
Methods of Payment : MASTER XX7666

Avis Car Number : 9 5 6 4 5 1 8 5  
Plate Number : TX NHT2526  
Veh Description : BLK CHEVY MALIBU  
Odometer Out : 5100 MIs  
Fuel Gauge Reading: Full

*only 58 when pickup*

Pickup Date/Time : MAY 04, 2021 01:51 PM  
Pickup Location : 3035 SOUTH BUSINESS DRIVE  
SHEBOYGAN, WI, 53081, US

Return Date/Time : MAY 07, 2021 01:00 PM  
Return Location : 3085 SOUTH BUSINESS DRIVE  
SHEBOYGAN, WI, 53081, US

Additional Fees May Apply If Changes Are Made To Your Return Date, Time And/Or Location.

YOUR ESTIMATED VEHICLE CHARGES

MIN 1 DAY IF NOT MET DLY RT= 72.99 MAX  
RATE CHART TIME AND MILEAGE  
HRLY : 57.00  
AD DY: 72.99  
PER : 218.97 PRQ 218.97=  
MIs : Unlimited

Less 5.00% Discount = 10.95  
Your Estimated Time & Mileage: 208.02  
VEH LICENSE RECOUP .85 /DY + 2.55  
ENERGY RECOVERY FEE .60 /DY + 1.80  
Estimated Subtotal Charges: 212.37  
Sales Tax 10.500% + 22.30  
repair Voucher 234.67 - 234.67  
YOUR ESTIMATED TOTAL CHARGES X : 0.00

YOUR OPTIONAL PRODUCTS/SERVICES

DAY Loss Damage Waiver 29.99/Day Declined  
Personal Accident Insurance 7.00/Day Declined  
Personal Effects Protection 2.95/Day Declined  
Additional Liability Insurance 16.25/Day Declined  
By my initials I accept or decline optional services/products as shown above. X  
Please return the vehicle with the same fuel level as you received it. Please provide a receipt for fuel purchased. If you do not, additional fuel fees may apply. 000-07A  
MIs equals a 15.99 flat rate fee. 075 MIs and above equals .3444 per MI or 9.990 per Gal. X  
I understand that important information on cashless toll roads and e-Toll services can be found at [avis.com/etoll](http://avis.com/etoll) X

Gas #8.51 5/7/21

-----NOTICES-----AVIS-----NOTICES

I AGREE TO: BE CONTACTED ABOUT THE RENTAL BY CALLS OR TEXTS AT THE PHONE NUMBER(S) PROVIDED; AVIS'S COLLECTION AND USE OF VEHICLE DATA (INCLUDING DIAGNOSTIC, LOCATION, DAMAGE, PERFORMANCE & OPERATIONAL DATA LIKE MILEAGE, FUEL, CONDITION & OTHER DATA RELATED TO THE VEHICLE & ITS USE) PER OUR PRIVACY NOTICE AT [WWW.AVIS.COM/privacy](http://WWW.AVIS.COM/privacy); AND MANUFACTURERS' COLLECTION AND USE OF DATA FROM THE RENTAL VEHICLE PER THEIR PRIVACY NOTICE.

I acknowledge having received all notices including the notice regarding damage waiver and my responsibility contained in the rental jacket. The Loss Damage Waiver is optional. An added daily cost of 29.99 covers your responsibility for damage to our car. Check with your insurer as this may be duplicative of your own car insurance.

I agree the charges listed above are estimates. I agree to all terms herein and in the separate Rental Terms and Conditions document ("RTC"), including the arbitration/class action waiver provision. I understand the RTC will be provided to me prior to leaving the counter, but I can also request a copy to review at any time as well as review it at [WWW.AVIS.COM/TERNSC](http://WWW.AVIS.COM/TERNSC). No additional drivers allowed without prior written consent. Tickets, fines and admin fees to be charged to this rental.

If you have questions regarding this rental, call us at 920-457-5102 This vehicle was rented to you by JENNI

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** R.O. No. 26-21-22 is a claim from the Law Office of Daniel J. Raymonds for alleged injuries to their client (Mao Yang) suffered when struck by debris from a City of Sheboygan snow plow.

---

**REPORT PREPARED BY:** Christina Lueptow, Accountant II

---

**REPORT DATE:** July 14, 2021

**MEETING DATE:** September 13, 2021

---

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

---

**BACKGROUND / ANALYSIS:**

R.O. No. 26-21-22 is a claim from the Law Office of Daniel J. Raymonds for alleged injuries to their client (Mao Yang) suffered when struck by debris from a City of Sheboygan snow plow.

**STAFF COMMENTS:**

City staff has reviewed the above claim and under authorization of the Common Council granted in Resolution No. 64-17-18, passed on September 5, 2017, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department has denied the claim listed above.

**ACTION REQUESTED:**

Motion to recommend the Common Council receive and file the following documents:  
R.O. No. 26-21-22

**ATTACHMENTS:**

- I. R.O. No. 26-21-22

II

3.6

R. O. No. 26 - 21 - 22. By CITY CLERK. June 7, 2021.

Submitting a Notice of Claim from the Law Office of Daniel J. Raymonds regarding alleged injuries their client (Mao Yang) suffered when struck by debris from a City of Sheboygan snow plow.

FP

---

CITY CLERK

MYC  
# 3-21

MAY 21 '21 AM 11:13

**LAW OFFICE OF DANIEL J. RAYMONDS**

8112 WEST BLUEMOUND ROAD-SUITE #200  
WAUWATOSA, WISCONSIN 53213  
PHONE: (262) 814-9000  
FAX: (262) 814-9009  
E-MAIL: [DJRLAW@DJRLAW.NET](mailto:DJRLAW@DJRLAW.NET)

**NOTICE OF CLAIM**

TO: CITY OF SHEBOYGAN  
CLERKS OFFICE  
828 CENTER AVENUE  
ROOM #103  
SHEBOYGAN, WI 53081

HAND DELIVERED

RE: CLAIMANT: MAO YANG  
ADDRESS: N6728 HIGHWAY 57  
BELGIUM, WI 53004

Dear Clerk:

Set forth herein is a Notice of Claim against the City of Sheboygan, Wisconsin. Please file same and proceed per Wisconsin Statutes.

**INTRODUCTION**

This Notice of Claim is hereby filed against the City of Sheboygan, Wisconsin and its employees, agents, officers, officials and/or independent contractors as required by Wisconsin Statute Section 893.80. Based on limited information to date, the claimant sustain injuries on or about January 24, 2021 in the morning hours by parties that were acting on behalf and/or at the request of the City of Sheboygan, Wisconsin.

That the claimant sustain injuries, pain, suffering and medical expense as a direct result from the actions of the City of Sheboygan, Wisconsin, its employees, agents, officers, officials and/or independent contractors. The claimant specifically requests the following amounts as damages in this matter:

Medical Expense in the sum of \$2,399.00-Bills to be provided at a later date  
Pain and suffering in the sum of \$3,000.00

CIRCUMSTANCES OF THE CLAIM


1. That on or about January 24, 2021, in the morning hours, the claimant was struck in the head and other parts of her body by flying snow, ice and debris as a direct result of the City of Sheboygan, Wisconsin plow truck that was clearing snow/ice from the municipal street with a location on or near 2101 N 10<sup>th</sup>, Sheboygan, Wisconsin 53081
2. That the plow truck operator sent snow, ice and debris into the air and caused said snow, ice and debris to fly over the snow bank adjacent to the municipal street and land upon the municipal walkway and private lands where claimant was located on and was struck thereby.
3. That the operator of the plow truck and the speed of the plow truck at the time of the incident was imprudent, too fast for conditions and was otherwise negligent in the operation of same.
4. That the City of Sheboygan, its employees, agents, officers, officials and/or independent contractors were indifferent to the health, welfare, and safety of the claimant at the time of the incident, and that proper supervision and training in the operation of the plow truck was lacking and/or omitted.
5. That a police report was made and filed in this matter regarding the events as set forth herein and that pictures of the flying snow, ice and debris that came from the municipal street and onto the municipal walk and private lands is on file with the Sheboygan police Department per said police report.

Dated at Wauwatosa, Wisconsin this 20<sup>th</sup> day of May, 2021

Sincerely

  
Attorney Daniel J Raymonds  
State Bar #1014748

Claimant approval:

  
Mao Yang

II

3.6

R. O. No. 26 - 21 - 22. By CITY CLERK. June 7, 2021.

Submitting a Notice of Claim from the Law Office of Daniel J. Raymonds regarding alleged injuries their client (Mao Yang) suffered when struck by debris from a City of Sheboygan snow plow.

FP

\_\_\_\_\_  
CITY CLERK

MYC  
# 3-21

MAY 21 '21 AM 11:13

**LAW OFFICE OF DANIEL J. RAYMONDS**

8112 WEST BLUEMOUND ROAD-SUITE #200  
WAUWATOSA, WISCONSIN 53213  
PHONE: (262) 814-9000  
FAX: (262) 814-9009  
E-MAIL: [DJRLAW@DJRLAW.NET](mailto:DJRLAW@DJRLAW.NET)

**NOTICE OF CLAIM**

TO: CITY OF SHEBOYGAN  
CLERKS OFFICE  
828 CENTER AVENUE  
ROOM #103  
SHEBOYGAN, WI 53081

HAND DELIVERED

RE: CLAIMANT: MAO YANG  
ADDRESS: N6728 HIGHWAY 57  
BELGIUM, WI 53004

Dear Clerk:

Set forth herein is a Notice of Claim against the City of Sheboygan, Wisconsin. Please file same and proceed per Wisconsin Statutes.

**INTRODUCTION**

This Notice of Claim is hereby filed against the City of Sheboygan, Wisconsin and its employees, agents, officers, officials and/or independent contractors as required by Wisconsin Statute Section 893.80. Based on limited information to date, the claimant sustain injuries on or about January 24, 2021 in the morning hours by parties that were acting on behalf and/or at the request of the City of Sheboygan, Wisconsin.

That the claimant sustain injuries, pain, suffering and medical expense as a direct result from the actions of the City of Sheboygan, Wisconsin, its employees, agents, officers, officials and/or independent contractors. The claimant specifically requests the following amounts as damages in this matter:

Medical Expense in the sum of \$2,399.00-Bills to be provided at a later date  
Pain and suffering in the sum of \$3,000.00

CIRCUMSTANCES OF THE CLAIM


1. That on or about January 24, 2021, in the morning hours, the claimant was struck in the head and other parts of her body by flying snow, ice and debris as a direct result of the City of Sheboygan, Wisconsin plow truck that was clearing snow/ice from the municipal street with a location on or near 2101 N 10<sup>th</sup>, Sheboygan, Wisconsin 53081
2. That the plow truck operator sent snow, ice and debris into the air and caused said snow, ice and debris to fly over the snow bank adjacent to the municipal street and land upon the municipal walkway and private lands where claimant was located on and was struck thereby.
3. That the operator of the plow truck and the speed of the plow truck at the time of the incident was imprudent, too fast for conditions and was otherwise negligent in the operation of same.
4. That the City of Sheboygan, its employees, agents, officers, officials and/or independent contractors were indifferent to the health, welfare, and safety of the claimant at the time of the incident, and that proper supervision and training in the operation of the plow truck was lacking and/or omitted.
5. That a police report was made and filed in this matter regarding the events as set forth herein and that pictures of the flying snow, ice and debris that came from the municipal street and onto the municipal walk and private lands is on file with the Sheboygan police Department per said police report.

Dated at Wauwatosa, Wisconsin this 20<sup>th</sup> day of May, 2021

Sincerely

  
Attorney Daniel J Raymonds  
State Bar #1014748

Claimant approval:

  
Mao Yang

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** R.O. No. 56-21-22 is a claim from Maria F. Hernandez for alleged damage to their vehicle when a tree fell on top of it.

---

**REPORT PREPARED BY:** Christina Lueptow, Accountant II

---

**REPORT DATE:** August 20, 2021

**MEETING DATE:** September 13, 2021

---

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

---

**BACKGROUND / ANALYSIS:**

R.O. No. 56-21-22 is a claim from Maria F. Hernandez for alleged damage to their vehicle when a tree fell on top of it.

**STAFF COMMENTS:**

City staff has reviewed the above claim and under authorization of the Common Council granted in Resolution No. 66-20-21, passed on August 17, 2020, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department has denied the claim listed above.

**ACTION REQUESTED:**

Motion to recommend the Common Council receive and file the following documents:  
R.O. No. 56-21-22

**ATTACHMENTS:**

- I. R.O. No. 56-21-22

II

3.5

R. O. No. 56 - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting a claim from Maria F. Hernandez for alleged damages to her truck when a tree fell on the top of it.

---

CITY CLERK

FHP

JUL 19 2021

SLS

7-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Maria F. Hernandez
- 2. Home address of Claimant: 2207 S. 9th St.
- 3. Home phone number: (210) 649-0693
- 4. Business address and phone number of Claimant: \_\_\_\_\_
- 5. When did damage or injury occur? (date, time of day) May 28, 2021 at 5-6 AM
- 6. Where did damage or injury occur? (give full description) Outside Home  
Panel, Roof, Panel, Bedside exter RT, Cover, Tonneau, Decal, Bed-  
Side, Panel RT
- 7. How did damage or injury occur? (give full description) Storm the date of  
May 28 2021 tree fell on top of truck.
- 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: OFFICER Brian Retzer
  - (b) Claimant's statement of the basis of such liability: NA
- 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: NA
  - (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").

Panel, Roof, Panel, Bedside Outer RT, Cover, Tonneau, Decal, Bedside RT

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

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

Auto: \$ 6,669.97

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

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

**TOTAL** \$ 6,669.97

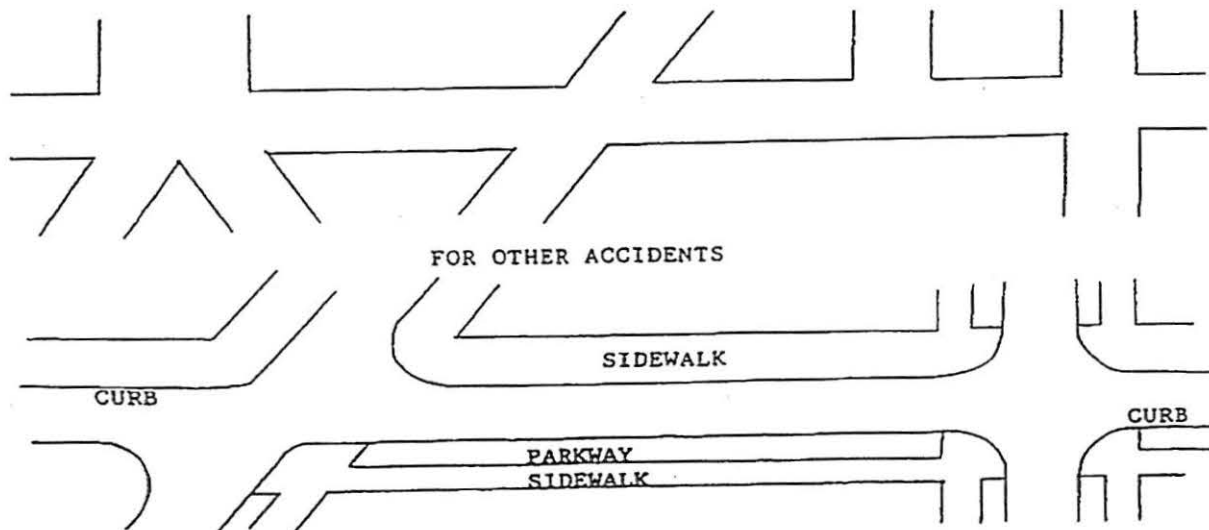
Damaged vehicle (if applicable)

Make: Dodge Model: Dakota Year: 2006 Mileage: 158,000

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

Mari J. [Signature]

DATE

07/19/21

DATE RECEIVED JUL 19 2021

RECEIVED BY SL5

CLAIM NO. 7-21

CLAIM

Claimant's Name: Maria Hernandez

Auto

\$ 6,669.97

Claimant's Address: 2207 S 9th St

Property

\$ \_\_\_\_\_

Sheboygan

Personal Injury

\$ \_\_\_\_\_

Claimant's Phone No. (210) 649-0693

Other (Specify below)

\$ \_\_\_\_\_

**TOTAL** \$ 6,669.97

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 \$ 6,669.97.

SIGNED

Maria Hernandez

DATE:

07/19/21

ADDRESS:

2207 South 9th St. Sheboygan WI

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

Jacoby's Auto Body  
250 S Commerce St  
Cedar Grove WI 53013 US  
(414) 870-6022

\*\*\* PRELIMINARY ESTIMATE \*\*\*

07/13/2021 09:08 AM

Owner

Owner: Roberto Fraiss

Inspection

Inspection Date: 07/13/2021 09:09 AM

Inspection Type:

Appraiser Name: Jason Jacoby  
Email: jason\_jacoby\_68@hotmail.com

Appraiser License # :

Repairer

Repairer: Jacobys Autobody LLC  
Address: Billing: 230 S 3rd St.  
Shop: 250 S commerce st.  
City State Zip: Cedar Grove, WI 53013  
Email: jason\_jacoby\_68@hotmail.com

Contact:  
Work/Day: (414)870-6022  
Work/Day:  
Work/Day:

Target Complete Date/Time:

Days To Repair: 13

Vehicle

2006 Dodge Dakota SLT 4 DR Ext Cab Short Bed  
8cyl Gasoline 4.7 HO  
5 Speed Automatic

Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition:  
Ext. Color: POPPY FLAME RED  
Ext. Refinish: Two-Stage  
Ext. Paint Code: PR4

VIN: 1D7HE48J96S500217  
Mileage: 158,000  
Mileage Type: Actual  
Code: N8433A  
Int. Color: Khaki  
Int. Refinish:  
Int. Trim Code: J3

Options - AudaVIN Information Received

**AM/FM In-dash CD Changer**  
**Alpine Audio System**  
**Bed Liner**  
Center Console  
Cruise Control  
Fog Lights  
**Heavy Duty Cooling**  
Keyless Entry System  
**MP3 Decoder**  
Power Door Locks  
**Power Sunroof**  
Rear Bench Seat  
**Strg Wheel Radio Control**

Air Conditioning  
Aluminum/Alloy Wheels  
Bucket Seats  
Chrome Grille  
Dual Airbags  
**Garage Door Opener**  
Heavy Duty Suspension  
Lighted Entry System  
**Overhead Console**  
Power Drivers Seat  
Power Windows  
**Rear Window Defroster**  
Tachometer

**Alarm System**  
**Anti-Lock Brakes**  
**Camper/Towing Package**  
Chrome Step Bumper  
Floor Mats  
**Heated Power Mirrors**  
Intermittent Wipers  
**Limited Slip Differential**  
Power Brakes  
Power Steering  
Privacy Glass  
**Sirius Satellite Radio**  
**Theft Deterrent System**



**Net Total**

**\$6,015.56**

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53013 Default  
Rate Name Insurance

**Audatex Estimating 10.08.623 ES 07/13/2021 09:15 AM REL 10.08.623 DT 06/01/2021 DB 07/08/2021**

**State Disclosure:WI**

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

\*\*\* PRELIMINARY ESTIMATE \*\*\*

07/13/2021 12:45

Owner

Owner: Roberto Frics  
Address: 2207 South 5th Street  
City State Zip: Sheboygan, WI 53081

Work/Day: (920)223-4543  
FAX:

Inspection

Inspection Date: 07/13/2021 12:46 PM  
Primary Impact: Right Rear Side

Inspection Type:  
Secondary Impact: Roof

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: 14

Vehicle

2006 Dodge Dakota SLT 4 DR Ext Cab Short Bed  
8cyl Gasoline 4.7 HO  
5 Speed Automatic

Lic.Plate: PH6328  
Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition: Poor  
Ext. Color: POPPY FLAME RED  
Ext. Refinish: Two-Stage  
Ext. Paint Code: PR4

Lic State: WI  
VIN: 1D7HE48J96S500217  
Mileage: 157,345  
Mileage Type: Actual  
Code: N8433A  
Int. Color: Khaki  
Int. Refinish: Two-Stage  
Int. Trim Code: J3

Options - AudaVIN Information Received

**AM/FM In-dash CD Changer**  
**Alpine Audio System**  
Automatic Trans  
**Camper/Towing Package**  
Chrome Step Bumper  
Floor Mats  
**Heated Power Mirrors**  
Intermittent Wipers  
**Limited Slip Differential**  
Power Brakes

Air Conditioning  
Aluminum/Alloy Wheels  
**Bed Liner**  
Center Console  
Cruise Control  
Fog Lights  
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**MP3 Decoder**  
Power Door Locks

**Alarm System**  
**Anti-Lock Brakes**  
Bucket Seats  
Chrome Grille  
Dual Airbags  
**Garage Door Opener**  
Heavy Duty Suspension  
Lighted Entry System  
**Overhead Console**  
**Power Drivers Seat**

Power Steering  
 Privacy Glass  
**Sirius Satellite Radio**  
**Theft Deterrent System**  
**Tow Hooks**

**Power Sunroof**  
 Rear Bench Seat  
**Strg Wheel Radio Control**  
 Tilt Steering Wheel  
**Trailer Hitch**

Power Windows  
**Rear Window Defroster**  
 Tachometer  
 Tinted Glass  
 Velour/Cloth Seats

*AudaVIN options are listed in bold-italic fonts*

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Cab And Components</b>										
1	E	341	02	Panel,Roof	5174910AB	\$1,065.00			19.8	SM
2	L	341		Panel,Roof	Refinish				4.2	RF
					3.0 Surface					
					0.5 Edge					
					0.7 Two-stage					
<b>Bed</b>										
3	E	316		Panel,Bedside Outer RT	55359238AB	\$1,245.00			13.2	SM
4	L	316	13	Panel,Bedside Outer RT	Refinish				4.6	RF
					2.8 Surface					
					0.5 Edge					
					0.6 Two-stage setup					
					0.7 Two-stage					
5	E	428	02	Cover,Tonneau	82208695	\$747.00			0.2	SM
<b>Manual Entries</b>										
6	N	M30		Collision Repair Material	Additional Labor	\$150.00*				SM
7	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*				SM
8	N			CAR COVER VAN OR TRUCK	Additional Labor	\$30.00*			2.0*	SM
				>> MULTIPLE TIMES						
8				Items						

**MC Message**

02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.  
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

OEM Parts	\$3,057.00
Other Parts	\$185.25
Paint & Materials	8.8 Hours @ \$40.00 \$352.00
<b>Parts &amp; Material Total</b>	<b>\$3,594.25</b>
Tax on Parts & Material	@ 5.500% \$197.68

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	33.2	2.0	35.2	\$2,182.40
Mech/Elec (ME)	\$78.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$62.00	8.8		8.8	\$545.60

<b>Labor Total</b>	44.0 Hours	\$2,728.00
Tax on Labor	@ 5.500%	\$150.04
<b>Gross Total</b>		<b>\$6,669.97</b>
<b>Net Total</b>		<b>\$6,669.97</b>

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Default  
Rate Name Default

Audatex Estimating 8.0.911 Update 5 ES 07/13/2021 12:48 PM REL 8.0.911 Update 5 DT 06/01/2021 DB 07/08/2021

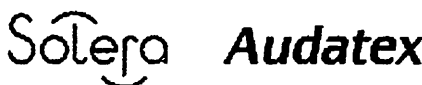

State Disclosure:WI

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

**Op Codes**

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NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
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IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage

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II

3.5

R. O. No. 56 - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting a claim from Maria F. Hernandez for alleged damages to her truck when a tree fell on the top of it.

---

CITY CLERK

FHP

JUL 19 2021

SLS

7-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Maria F. Hernandez
- 2. Home address of Claimant: 2207 S. 9th St.
- 3. Home phone number: (210) 649-0693
- 4. Business address and phone number of Claimant: \_\_\_\_\_
- 5. When did damage or injury occur? (date, time of day) May 28, 2021 at 5-6 AM
- 6. Where did damage or injury occur? (give full description) Outside Home  
Panel, Roof, Panel, Bedside exter RT, Cover, Tonneau, Decal, Bed-  
Side, Panel RT
- 7. How did damage or injury occur? (give full description) Storm the date of  
May 28 2021 tree fell on top of truck.
- 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: OFFICER Brian Retzer
  - (b) Claimant's statement of the basis of such liability: NA
- 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: NA
  - (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").

Panel, Roof, Panel, Bedside Outer RT, Cover, Tonneau, Decal, Bedside RT

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

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

Auto: \$ 6,669.97

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

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

**TOTAL** \$ 6,669.97

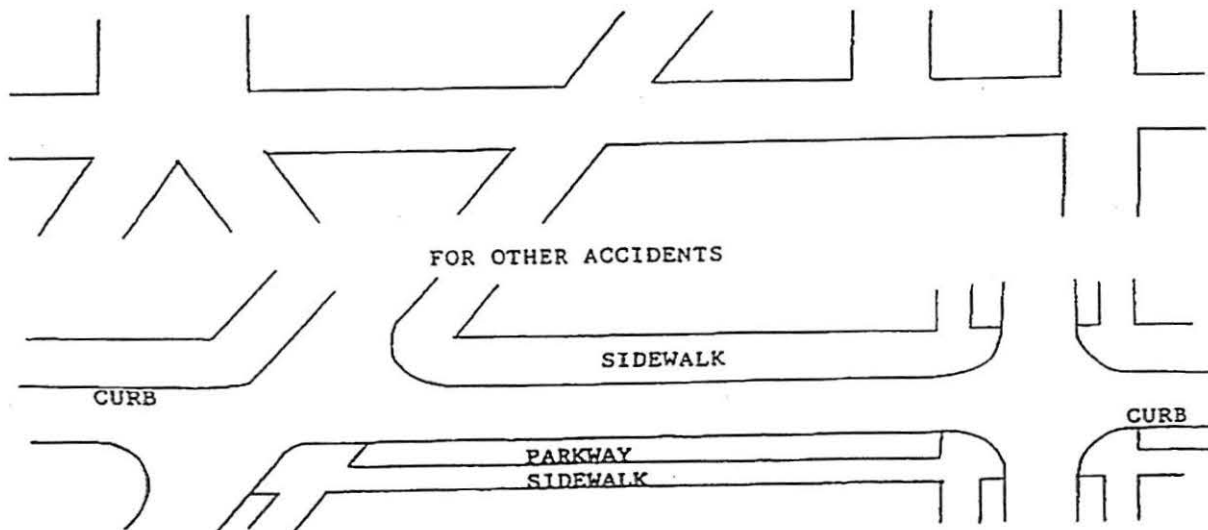
Damaged vehicle (if applicable)

Make: Dodge Model: Dakota Year: 2006 Mileage: 158,000

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

*Marie J. [Signature]*

DATE

07/19/21

DATE RECEIVED JUL 19 2021

RECEIVED BY SL5

CLAIM NO. 7-21

CLAIM

Claimant's Name: Maria Hernandez

Auto

\$ 6,669.97

Claimant's Address: 2207 S 9th St

Property

\$ \_\_\_\_\_

Sheboygan

Personal Injury

\$ \_\_\_\_\_

Claimant's Phone No. (210) 649-0693

Other (Specify below)

\$ \_\_\_\_\_

**TOTAL** \$ 6,669.97

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 \$ 6,669.97.

SIGNED

Maria Hernandez

DATE:

07/19/21

ADDRESS:

2207 South 9th St. Sheboygan WI

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

Jacoby's Auto Body  
250 S Commerce St  
Cedar Grove WI 53013 US  
(414) 870-6022

\*\*\* PRELIMINARY ESTIMATE \*\*\*

07/13/2021 09:08 AM

Owner

Owner: Roberto Fraiss

Inspection

Inspection Date: 07/13/2021 09:09 AM

Inspection Type:

Appraiser Name: Jason Jacoby  
Email: jason\_jacoby\_68@hotmail.com

Appraiser License # :

Repairer

Repairer: Jacobys Autobody LLC  
Address: Billing: 230 S 3rd St.  
Shop: 250 S commerce st.  
City State Zip: Cedar Grove, WI 53013  
Email: jason\_jacoby\_68@hotmail.com

Contact:  
Work/Day: (414)870-6022  
Work/Day:  
Work/Day:

Target Complete Date/Time:

Days To Repair: 13

Vehicle

2006 Dodge Dakota SLT 4 DR Ext Cab Short Bed  
8cyl Gasoline 4.7 HO  
5 Speed Automatic

Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition:  
Ext. Color: POPPY FLAME RED  
Ext. Refinish: Two-Stage  
Ext. Paint Code: PR4

VIN: 1D7HE48J96S500217  
Mileage: 158,000  
Mileage Type: Actual  
Code: N8433A  
Int. Color: Khaki  
Int. Refinish:  
Int. Trim Code: J3

Options - AudaVIN Information Received

**AM/FM In-dash CD Changer**  
**Alpine Audio System**  
**Bed Liner**  
Center Console  
Cruise Control  
Fog Lights  
**Heavy Duty Cooling**  
Keyless Entry System  
**MP3 Decoder**  
Power Door Locks  
**Power Sunroof**  
Rear Bench Seat  
**Strg Wheel Radio Control**

Air Conditioning  
Aluminum/Alloy Wheels  
Bucket Seats  
Chrome Grille  
Dual Airbags  
**Garage Door Opener**  
Heavy Duty Suspension  
Lighted Entry System  
**Overhead Console**  
Power Drivers Seat  
Power Windows  
**Rear Window Defroster**  
Tachometer

**Alarm System**  
**Anti-Lock Brakes**  
**Camper/Towing Package**  
Chrome Step Bumper  
Floor Mats  
**Heated Power Mirrors**  
Intermittent Wipers  
**Limited Slip Differential**  
Power Brakes  
Power Steering  
Privacy Glass  
**Sirius Satellite Radio**  
**Theft Deterrent System**



**Net Total**

**\$6,015.56**

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53013 Default  
Rate Name Insurance

**Audatex Estimating 10.08.623 ES 07/13/2021 09:15 AM REL 10.08.623 DT 06/01/2021 DB 07/08/2021**

**State Disclosure:WI**

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UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebit
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
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IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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

\*\*\* PRELIMINARY ESTIMATE \*\*\*

07/13/2021 12:45

Owner

Owner: Roberto Frics  
Address: 2207 South 5th Street  
City State Zip: Sheboygan, WI 53081

Work/Day: (920)223-4543  
FAX:

Inspection

Inspection Date: 07/13/2021 12:46 PM  
Primary Impact: Right Rear Side

Inspection Type:  
Secondary Impact: Roof

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: 14

Vehicle

2006 Dodge Dakota SLT 4 DR Ext Cab Short Bed  
8cyl Gasoline 4.7 HO  
5 Speed Automatic

Lic.Plate: PH6328  
Lic Expire:  
Prod Date:  
Veh Insp# :  
Condition: Poor  
Ext. Color: POPPY FLAME RED  
Ext. Refinish: Two-Stage  
Ext. Paint Code: PR4

Lic State: WI  
VIN: 1D7HE48J96S500217  
Mileage: 157,345  
Mileage Type: Actual  
Code: N8433A  
Int. Color: Khaki  
Int. Refinish: Two-Stage  
Int. Trim Code: J3

Options - AudaVIN Information Received

**AM/FM In-dash CD Changer**  
**Alpine Audio System**  
Automatic Trans  
**Camper/Towing Package**  
Chrome Step Bumper  
Floor Mats  
**Heated Power Mirrors**  
Intermittent Wipers  
**Limited Slip Differential**  
Power Brakes

Air Conditioning  
Aluminum/Alloy Wheels  
**Bed Liner**  
Center Console  
Cruise Control  
Fog Lights  
**Heavy Duty Cooling**  
Keyless Entry System  
**MP3 Decoder**  
Power Door Locks

**Alarm System**  
**Anti-Lock Brakes**  
Bucket Seats  
Chrome Grille  
Dual Airbags  
**Garage Door Opener**  
Heavy Duty Suspension  
Lighted Entry System  
**Overhead Console**  
**Power Drivers Seat**

Power Steering  
 Privacy Glass  
**Sirius Satellite Radio**  
**Theft Deterrent System**  
**Tow Hooks**

**Power Sunroof**  
 Rear Bench Seat  
**Strg Wheel Radio Control**  
 Tilt Steering Wheel  
**Trailer Hitch**

Power Windows  
**Rear Window Defroster**  
 Tachometer  
 Tinted Glass  
 Velour/Cloth Seats

*AudaVIN options are listed in bold-italic fonts*

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Cab And Components</b>										
1	E	341	02	Panel,Roof	5174910AB	\$1,065.00			19.8	SM
2	L	341		Panel,Roof	Refinish				4.2	RF
					3.0 Surface					
					0.5 Edge					
					0.7 Two-stage					
<b>Bed</b>										
3	E	316		Panel,Bedside Outer RT	55359238AB	\$1,245.00			13.2	SM
4	L	316	13	Panel,Bedside Outer RT	Refinish				4.6	RF
					2.8 Surface					
					0.5 Edge					
					0.6 Two-stage setup					
					0.7 Two-stage					
5	E	428	02	Cover,Tonneau	82208695	\$747.00			0.2	SM
<b>Manual Entries</b>										
6	N	M30		Collision Repair Material	Additional Labor	\$150.00*				SM
7	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*				SM
8	N			CAR COVER VAN OR TRUCK	Additional Labor	\$30.00*			2.0*	SM
				>> MULTIPLE TIMES						
8	Items									

**MC Message**

02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.  
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

OEM Parts	\$3,057.00
Other Parts	\$185.25
Paint & Materials	8.8 Hours @ \$40.00 \$352.00
<b>Parts &amp; Material Total</b>	<b>\$3,594.25</b>
Tax on Parts & Material	@ 5.500% \$197.68

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	33.2	2.0	35.2	\$2,182.40
Mech/Elec (ME)	\$78.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$62.00	8.8		8.8	\$545.60
<b>Labor Total</b>				44.0 Hours	<b>\$2,728.00</b>
Tax on Labor		@ 5.500%			\$150.04
<b>Gross Total</b>					<b>\$6,669.97</b>
<b>Net Total</b>					<b>\$6,669.97</b>

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Default  
Rate Name Default

Audatex Estimating 8.0.911 Update 5 ES 07/13/2021 12:48 PM REL 8.0.911 Update 5 DT 06/01/2021 DB 07/08/2021

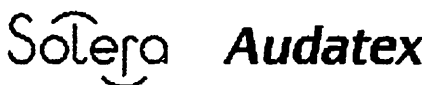
State Disclosure:WI

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


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UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
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**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** R.O. No. 65-21-22 is a claim from Daniel Cotet for alleged damage to their vehicle when it was hit by a rock from a city owned lawn mower.

---

**REPORT PREPARED BY:** Christina Lueptow, Accountant II

---

**REPORT DATE:** August 20, 2021

**MEETING DATE:** September 13, 2021

---

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

Wisconsin Statutes:  
Municipal Code: N/A

---

**BACKGROUND / ANALYSIS:**

R.O. No. 65-21-22 is a claim from Daniel Cotet for alleged damage to their vehicle when it was hit by a rock from a city owned lawn mower.

**STAFF COMMENTS:**

City staff has reviewed the above claim and under authorization of the Common Council granted in Resolution No. 66-20-21, passed on August 17, 2020, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department has denied the claim listed above.

**ACTION REQUESTED:**

Motion to recommend the Common Council receive and file the following documents:  
R.O. No. 65-21-22

**ATTACHMENTS:**

- I. R.O. No. 65-21-22

II

4.6

R. O. No. 65 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a claim from Daniel Cotet for alleged damages to his vehicle when it was hit by a rock from a lawnmower.

---

CITY CLERK

F+P

DATE RECEIVED

8-3-21

RECEIVED BY

MKC

CLAIM NO.

8-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 03 2021

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Daniel Cotet
2. Home address of Claimant: N6215 Woodland Meadows Dr.
3. Home phone number: (920)627-7784
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 07-01-21, 11:15 a.m.
6. Where did damage or injury occur? (give full description) The damage occurred at the Sheboygan Quarry sidewalk.
7. How did damage or injury occur? (give full description) The lawnmower flung a rock at my car.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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.

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ 643.97

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

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

**TOTAL** \$ 643.97

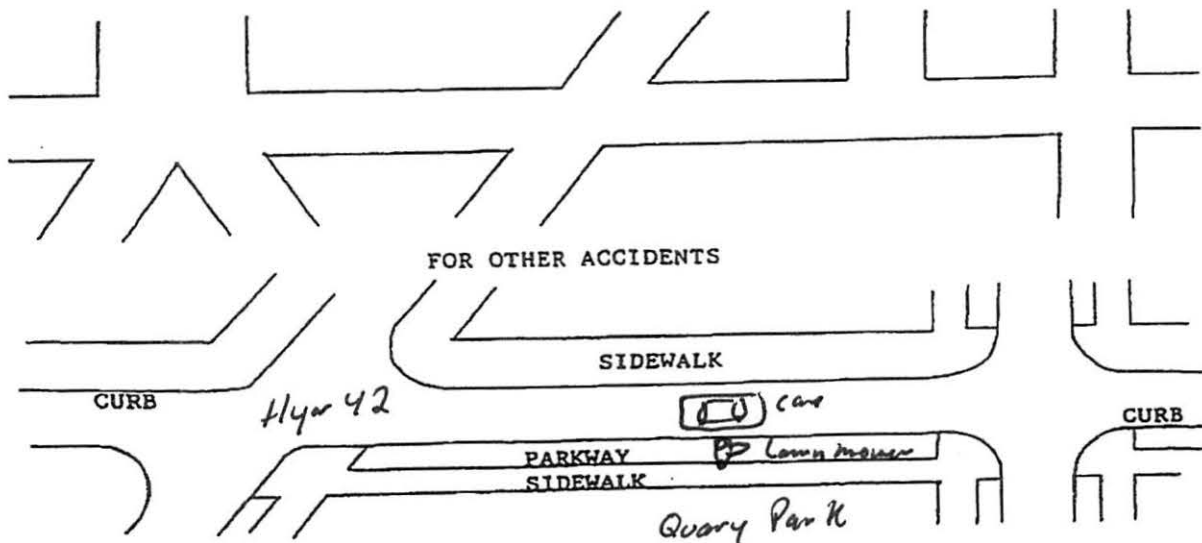
Damaged vehicle (if applicable)

Make: Ford Model: Fusion Year: 2018 Mileage: 56,700

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

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

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



SIGNATURE OF CLAIMANT

[Signature]

DATE 08-01-21

FILE RECEIVED \_\_\_\_\_

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

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

CLAIM

Claimant's Name: \_\_\_\_\_

Auto \$ 643.97

Claimant's Address: \_\_\_\_\_

Property \$ \_\_\_\_\_

\_\_\_\_\_

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

Claimant's Phone No. \_\_\_\_\_

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

TOTAL \$ 643.97

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 \$ 643.97.

SIGNED

*[Signature]*

DATE:

08-01-21

ADDRESS:

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

**MIKE BURKART FORD COLLISION  
CENTER**

3110 COUNTY ROAD PP, PLYMOUTH, WI 53073  
Phone: (920) 893-6961  
FAX: (920) 892-6761

Workfile ID: 3a11b6b2  
PartsShare: 6k7YhS  
Federal ID: 39-0127312

**Preliminary Estimate**

**Customer: COTET, DANIEL**

**Job Number:**

Written By: MARK LEONHARD

Insured: COTET, DANIEL Policy #: Claim #:  
Type of Loss: Date of Loss: Days to Repair: 0  
Point of Impact: 04 Right Qtr Post (Right Side)

**Owner:** COTET, DANIEL  
W621W6215 WOODLAND MEADOWS DR  
WI  
SHEBOYGAN, WI 53083  
**Inspection Location:** MIKE BURKART FORD COLLISION CENTER  
3110 COUNTY ROAD PP  
PLYMOUTH, WI 53073  
Repair Facility  
(920) 893-6961 Business  
**Insurance Company:**

**VEHICLE**

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

VIN: 3FA6P0RU0JR120450 Interior Color: Mileage In: Vehicle Out:  
License: Exterior Color: WHITE Mileage Out:  
State: Production Date: Condition: Job #:

**TRANSMISSION**

Automatic Transmission

**POWER**

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

**DECOR**

Dual Mirrors  
Tinted Glass  
Console/Storage  
Overhead Console

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Telescopic Wheel  
Climate Control  
Remote Starter  
Backup Camera  
Parking Sensors

**RADIO**

AM Radio  
FM Radio

Stereo  
Search/Seek  
CD Player  
Premium Radio  
Satellite Radio  
**SAFETY**  
Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

**SEATS**

Bucket Seats  
Reclining/Lounge Seats  
Leather Seats

Heated Seats  
**WHEELS**  
Aluminum/Alloy Wheels

**PAINT**  
Clear Coat Paint

**OTHER**  
Fog Lamps  
Traction Control  
Stability Control  
Rear Spoiler  
Signal Integrated Mirrors  
Xenon or L.E.D. Headlamps  
California Emissions  
Power Trunk/Liftgate

Get live updates at [www.carwise.com/e/43iVPb](http://www.carwise.com/e/43iVPb)

**Preliminary Estimate**

**Customer: COTET, DANIEL**

**Job Number:**

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>REAR DOOR</b>					
2	*	Rpr RT Outer panel				2.0	2.3
3		Add for Clear Coat					0.9
4		R&I RT Belt molding				0.3	
5		R&I RT Handle, outside w/o passive entry				0.3	
6		R&I RT R&I trim panel				0.5	
7	#	Repl Corrosion protection primer		1	6.00 T		
8	#	Color tint / color match		1			0.5
9	#	Repl Cover Car		1	10.00 T	0.2	
10	#	Subl Hazardous waste removal		1	5.00 T		
<b>SUBTOTALS</b>					<b>21.00</b>	<b>3.3</b>	<b>3.7</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			0.00
Body Labor	3.3 hrs @	\$ 62.00 /hr	204.60
Paint Labor	3.7 hrs @	\$ 62.00 /hr	229.40
Paint Supplies	3.7 hrs @	\$ 42.00 /hr	155.40
Miscellaneous			21.00
Subtotal			610.40
Sales Tax	\$ 610.40 @	5.5000 %	33.57
<b>Grand Total</b>			<b>643.97</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>643.97</b>

**MyPriceLink Estimate ID / Quote ID:**

840239546489643008 /

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.

# Valders Auto Body LLC

160 LINCOLN ST, PO BOX 176, VALDERS, WI  
54245

Phone: (920) 775-4636  
FAX: (920) 775-4846

Workfile ID: eab06f0f  
PartsShare: 6n6TCp  
Federal ID: 39-1980709

## Preliminary Estimate

**Customer: COTET, DANIEL**

**Job Number:**

Written By: LEE LEISCHNER

Insured: COTET, DANIEL  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
COTET, DANIEL  
W6215 WOODLAND MEADOWS  
SHEBOYGAN, WI 53083

**Inspection Location:**  
Valders Auto Body LLC  
160 LINCOLN ST, PO BOX 176  
VALDERS, WI 54245  
Repair Facility  
(920) 775-4636 Business

**Insurance Company:**

## VEHICLE

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

VIN: 3FA6P0RU0JR120450  
License:  
State:

Interior Color:  
Exterior Color: WHITE  
Production Date:

Mileage In:  
Mileage Out:  
Condition:

Vehicle Out:  
Job #:

### TRANSMISSION

Automatic Transmission

### POWER

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

### DECOR

Dual Mirrors  
Tinted Glass  
Console/Storage  
Overhead Console

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Telescopic Wheel  
Climate Control  
Remote Starter  
Backup Camera  
Parking Sensors

### RADIO

AM Radio  
FM Radio

Stereo  
Search/Seek  
CD Player  
Premium Radio  
Satellite Radio  
**SAFETY**  
Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

### SEATS

Bucket Seats  
Reclining/Lounge Seats  
Leather Seats

Heated Seats

### WHEELS

Aluminum/Alloy Wheels

### PAINT

Clear Coat Paint

### OTHER

Fog Lamps  
Traction Control  
Stability Control  
Rear Spoiler  
Signal Integrated Mirrors  
Xenon or L.E.D. Headlamps  
California Emissions  
Power Trunk/Liftgate

**Preliminary Estimate**

**Customer: COTET, DANIEL**

**Job Number:**

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>REAR DOOR</b>					
2	*	Rpr RT Outer panel				3.5	2.3
3		Add for Clear Coat					0.9
4		R&I RT Belt molding				0.3	
5		R&I RT Handle, outside w/o passive entry				0.3	
6		R&I RT R&I trim panel				0.5	
7	#	COVER CAR		1	10.00		
8	#	Refn CORROSION PROTECTION					0.2
9	#	Hazardous Waste		1	5.00		
<b>SUBTOTALS</b>					<b>15.00</b>	<b>4.6</b>	<b>3.4</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			15.00
Body Labor	4.6 hrs @	\$ 62.00 /hr	285.20
Paint Labor	3.4 hrs @	\$ 62.00 /hr	210.80
Paint Supplies	3.4 hrs @	\$ 42.00 /hr	142.80
Subtotal			653.80
Sales Tax	\$ 653.80 @	5.0000 %	32.69
<b>Grand Total</b>			<b>686.49</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>686.49</b>

**MyPriceLink Estimate ID / Quote ID:**

851514668525559808 /

VALDERS AUTO BODY CANNOT GUARANTEE ANY RUST WORK UNLESS COMPLETE PANEL IS REPLACED. THIS ESTIMATE MAY HAVE BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR 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.

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.

## Preliminary Estimate

**Customer: COTET, DANIEL**

**Job Number:**

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

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 DR2JP13, CCC Data Date 07/16/2021, 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 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

### SYMBOLS FOLLOWING PART PRICE:

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

### SYMBOLS FOLLOWING LABOR:

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

### OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

II

4.6

R. O. No. 65 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a claim from Daniel Cotet for alleged damages to his vehicle when it was hit by a rock from a lawnmower.

---

CITY CLERK

F+P

DATE RECEIVED

8-3-21

RECEIVED BY

MKC

CLAIM NO.

8-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 03 2021

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Daniel Cotet
2. Home address of Claimant: N6215 Woodland Meadows Dr.
3. Home phone number: (920)627-7784
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) 07-01-21, 11:15 a.m.
6. Where did damage or injury occur? (give full description) The damage occurred at the Sheboygan Quarry sidewalk.
7. How did damage or injury occur? (give full description) The lawnmower flung a rock at my car.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: \_\_\_\_\_
  - (b) Claimant's statement of basis for such liability: \_\_\_\_\_

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.

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto: \$ 643.97

Property: \$ \_\_\_\_\_

Personal injury: \$ \_\_\_\_\_

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

**TOTAL** \$ 643.97

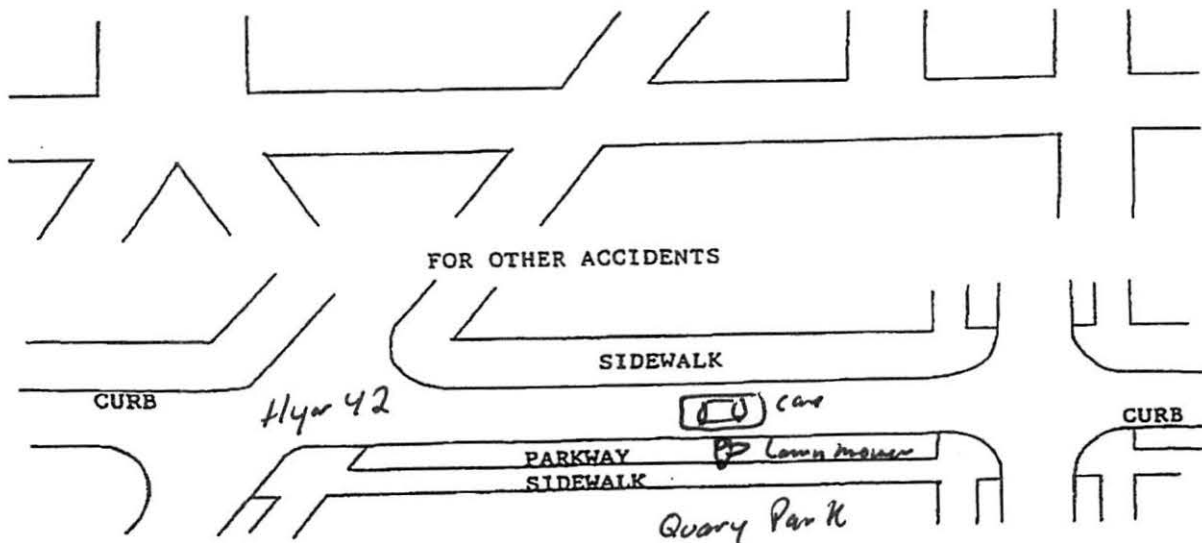
Damaged vehicle (if applicable)

Make: Ford Model: Fusion Year: 2018 Mileage: 56,700

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

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

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



SIGNATURE OF CLAIMANT

[Handwritten Signature]

DATE 08-01-21

FILE RECEIVED \_\_\_\_\_

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

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

CLAIM

Claimant's Name: \_\_\_\_\_

Auto \$ 643.97

Claimant's Address: \_\_\_\_\_

Property \$ \_\_\_\_\_

\_\_\_\_\_

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

Claimant's Phone No. \_\_\_\_\_

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

TOTAL \$ 643.97

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 \$ 643.97.

SIGNED

*[Handwritten Signature]*

DATE:

08-01-21

ADDRESS:

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

**MIKE BURKART FORD COLLISION  
CENTER**

3110 COUNTY ROAD PP, PLYMOUTH, WI 53073  
Phone: (920) 893-6961  
FAX: (920) 892-6761

Workfile ID: 3a11b6b2  
PartsShare: 6k7YhS  
Federal ID: 39-0127312

**Preliminary Estimate**

**Customer: COTET, DANIEL**

**Job Number:**

Written By: MARK LEONHARD

Insured: COTET, DANIEL  
Type of Loss:  
Point of Impact: 04 Right Qtr Post (Right Side)

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
COTET, DANIEL  
W621W6215 WOODLAND MEADOWS DR  
WI  
SHEBOYGAN, WI 53083

**Inspection Location:**  
MIKE BURKART FORD COLLISION CENTER  
3110 COUNTY ROAD PP  
PLYMOUTH, WI 53073  
Repair Facility  
(920) 893-6961 Business

**Insurance Company:**

**VEHICLE**

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

VIN: 3FA6P0RU0JR120450 Interior Color: Mileage In: Vehicle Out:  
License: Exterior Color: WHITE Mileage Out:  
State: Production Date: Condition: Job #:

**TRANSMISSION**

Automatic Transmission

**POWER**

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

**DECOR**

Dual Mirrors  
Tinted Glass  
Console/Storage  
Overhead Console

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
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Remote Starter  
Backup Camera  
Parking Sensors

**RADIO**

AM Radio  
FM Radio

Stereo  
Search/Seek  
CD Player  
Premium Radio  
Satellite Radio  
**SAFETY**  
Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

**SEATS**

Bucket Seats  
Reclining/Lounge Seats  
Leather Seats

Heated Seats  
**WHEELS**  
Aluminum/Alloy Wheels

**PAINT**  
Clear Coat Paint

**OTHER**  
Fog Lamps  
Traction Control  
Stability Control  
Rear Spoiler  
Signal Integrated Mirrors  
Xenon or L.E.D. Headlamps  
California Emissions  
Power Trunk/Liftgate

Get live updates at [www.carwise.com/e/43iVPb](http://www.carwise.com/e/43iVPb)

**Preliminary Estimate**

**Customer: COTET, DANIEL**

**Job Number:**

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>REAR DOOR</b>					
2	*	Rpr RT Outer panel				2.0	2.3
3		Add for Clear Coat					0.9
4		R&I RT Belt molding				0.3	
5		R&I RT Handle, outside w/o passive entry				0.3	
6		R&I RT R&I trim panel				0.5	
7	#	Repl Corrosion protection primer		1	6.00 T		
8	#	Color tint / color match		1			0.5
9	#	Repl Cover Car		1	10.00 T	0.2	
10	#	Subl Hazardous waste removal		1	5.00 T		
<b>SUBTOTALS</b>					<b>21.00</b>	<b>3.3</b>	<b>3.7</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
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Paint Supplies	3.7 hrs @	\$ 42.00 /hr	155.40
Miscellaneous			21.00
Subtotal			610.40
Sales Tax	\$ 610.40 @	5.5000 %	33.57
<b>Grand Total</b>			<b>643.97</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>643.97</b>

**MyPriceLink Estimate ID / Quote ID:**

840239546489643008 /

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.

# Valders Auto Body LLC

160 LINCOLN ST, PO BOX 176, VALDERS, WI  
54245

Phone: (920) 775-4636  
FAX: (920) 775-4846

Workfile ID: eab06f0f  
PartsShare: 6n6TCp  
Federal ID: 39-1980709

## Preliminary Estimate

**Customer: COTET, DANIEL**

**Job Number:**

Written By: LEE LEISCHNER

Insured: COTET, DANIEL  
Type of Loss:  
Point of Impact:

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
COTET, DANIEL  
W6215 WOODLAND MEADOWS  
SHEBOYGAN, WI 53083

**Inspection Location:**  
Valders Auto Body LLC  
160 LINCOLN ST, PO BOX 176  
VALDERS, WI 54245  
Repair Facility  
(920) 775-4636 Business

**Insurance Company:**

## VEHICLE

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

VIN: 3FA6P0RU0JR120450  
License:  
State:

Interior Color:  
Exterior Color: WHITE  
Production Date:

Mileage In:  
Mileage Out:  
Condition:

Vehicle Out:  
Job #:

### TRANSMISSION

Automatic Transmission

### POWER

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

### DECOR

Dual Mirrors  
Tinted Glass  
Console/Storage  
Overhead Console

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Alarm  
Message Center  
Steering Wheel Touch Controls  
Telescopic Wheel  
Climate Control  
Remote Starter  
Backup Camera  
Parking Sensors

### RADIO

AM Radio  
FM Radio

Stereo  
Search/Seek  
CD Player  
Premium Radio  
Satellite Radio  
**SAFETY**  
Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags  
Hands Free Device

### SEATS

Bucket Seats  
Reclining/Lounge Seats  
Leather Seats

Heated Seats

### WHEELS

Aluminum/Alloy Wheels

### PAINT

Clear Coat Paint

### OTHER

Fog Lamps  
Traction Control  
Stability Control  
Rear Spoiler  
Signal Integrated Mirrors  
Xenon or L.E.D. Headlamps  
California Emissions  
Power Trunk/Liftgate

**Preliminary Estimate**

**Customer: COTET, DANIEL**

**Job Number:**

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>REAR DOOR</b>					
2	*	Rpr RT Outer panel				3.5	2.3
3		Add for Clear Coat					0.9
4		R&I RT Belt molding				0.3	
5		R&I RT Handle, outside w/o passive entry				0.3	
6		R&I RT R&I trim panel				0.5	
7	#	COVER CAR		1	10.00		
8	#	Refn CORROSION PROTECTION					0.2
9	#	Hazardous Waste		1	5.00		
<b>SUBTOTALS</b>					<b>15.00</b>	<b>4.6</b>	<b>3.4</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			15.00
Body Labor	4.6 hrs @	\$ 62.00 /hr	285.20
Paint Labor	3.4 hrs @	\$ 62.00 /hr	210.80
Paint Supplies	3.4 hrs @	\$ 42.00 /hr	142.80
Subtotal			653.80
Sales Tax	\$ 653.80 @	5.0000 %	32.69
<b>Grand Total</b>			<b>686.49</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>686.49</b>

**MyPriceLink Estimate ID / Quote ID:**

851514668525559808 /

VALDERS AUTO BODY CANNOT GUARANTEE ANY RUST WORK UNLESS COMPLETE PANEL IS REPLACED. THIS ESTIMATE MAY HAVE BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR 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.

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.

## Preliminary Estimate

**Customer: COTET, DANIEL**

**Job Number:**

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

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 DR2JP13, CCC Data Date 07/16/2021, 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 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

### SYMBOLS FOLLOWING PART PRICE:

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

### SYMBOLS FOLLOWING LABOR:

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

### OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** R.O. No. 66-21-22 is a claim from Peter Reichelsdorfer for alleged damages to their vehicle from a tree branch.

---

**REPORT PREPARED BY:** Christina Lueptow, Accountant II

---

**REPORT DATE:** August 20, 2021

**MEETING DATE:** September 13, 2021

---

**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

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

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

---

**BACKGROUND / ANALYSIS:**

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R.O. No. 66-21-22 is a claim from Peter Reichelsdorfer for alleged damages to their vehicle from a tree branch.

**STAFF COMMENTS:**

City staff has reviewed the above claim and under authorization of the Common Council granted in Resolution No. 66-20-21, passed on August 17, 2020, City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department has denied the claim listed above.

**ACTION REQUESTED:**

Motion to recommend the Common Council receive and file the following documents:  
R.O. No. 66-21-22

**ATTACHMENTS:**

- I. R.O. No. 66-21-22

III

4.7

R. O. No. 66 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a claim from Peter Reichelsdorfer for alleged damages to his vehicle from a tree branch.

---

CITY CLERK

F+P

DATE RECEIVED

8-13-21

RECEIVED BY

MKC

CLAIM NO.

11-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 13 2021

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: PETER REICHELSDORFER
- 2. Home address of Claimant: 1424 CASTLE AVENUE
- 3. Home phone number: 920 316 2119
- 4. Business address and phone number of Claimant: Ret'd

5. When did damage or injury occur? (date, time of day) 6 AUG 21

6. Where did damage or injury occur? (give full description) CURB SIDE @

1424 CASTLE AVE, SHEBOYGAN

7. How did damage or injury occur? (give full description) TREE BRANCH FROM

LINDEN TREE BETWEEN SIDE WALK & CURB FELL ON VEHICLE DURING THUNDER STORM

TREE REMOVED BY CITY EMPLOYEES ON 12 AUG 21

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

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

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

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

(a) Public property alleged to be dangerous: LINDEN TREE

(b) Claimant's statement of basis for such liability: TREE IS CITY

PROPERTY

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").

N/A

11. Name and address of any other person injured:

N/A

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

Auto:

\$ 1300.00

Property:

\$

Personal injury:

\$

Other: (Specify below)

\$

TOTAL

\$ 1300.00

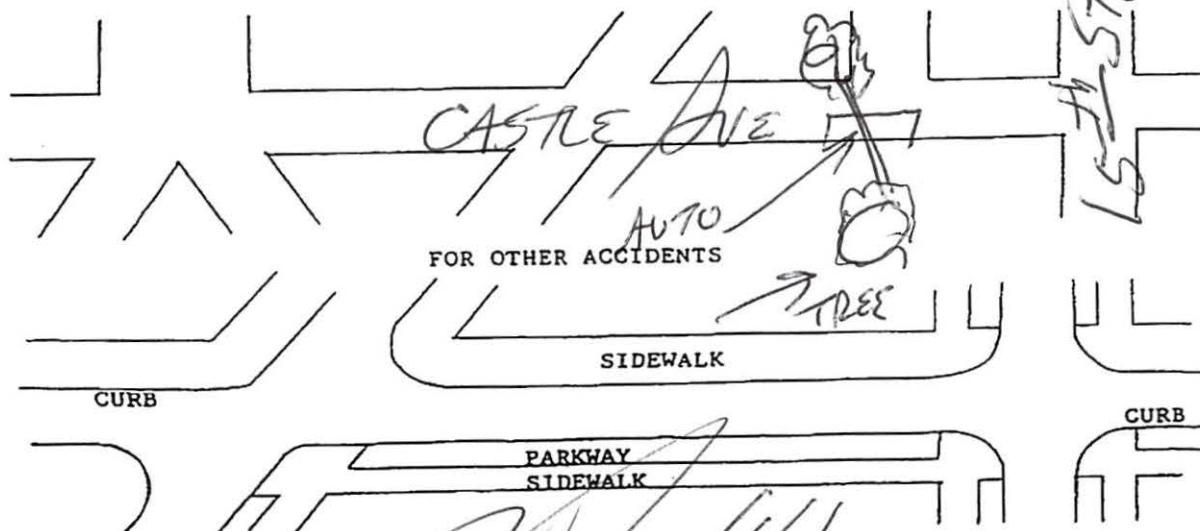
Damaged vehicle (if applicable)

Make: GMC Model: Envoy Year: 2006 Mileage: 175,650

Names and addresses of witnesses, doctors and hospitals: N/A

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

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



SIGNATURE OF CLAIMANT

[Handwritten signature]

DATE

13 Aug 21

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

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

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

CLAIM

Claimant's Name: PETER REICHELS DORF Agto \$ 1300<sup>00</sup>

Claimant's Address: 1424 CASTLE AVE Property \$ \_\_\_\_\_

SHEBOYGAN WI 53081 Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 920 316 2119 Other (Specify below) \$ \_\_\_\_\_

TOTAL \$ 1300<sup>00</sup>

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 \$ 1300<sup>00</sup>.

SIGNED [Signature] DATE: 13 AUG 21

ADDRESS: 1424 CASTLE AVE  
SHEBOYGAN, WI 53081

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

ROBERT RUSCH, INC.  
1129 INDIANA AVENUE  
SHEBOYGAN, WI. 53081  
OFFICE:(920) 452-8681 FAX:(920) 452-8733

\*\*\* PRELIMINARY ESTIMATE \*\*\*

08/09/2021 09:39 AM

Owner

Owner: PETER REICHELSDORFER  
Address:

Work/Day: (920)316-2119

Inspection

Inspection Date: 08/09/2021 09:40 AM

Inspection Type:

Repairer

Repairer: Robert Rusch Inc.  
Address: 1129 Indiana Ave.  
City State Zip: Sheboygan, WI 53081  
Email: doldenburg@robertruschinc.com

Contact: David Oldenburg  
Work/Day: (920)452-8681  
FAX: (920)452-8733

Target Complete Date/Time:

Days To Repair: 4

Vehicle

OEM Part Price Quote ID: \*\*\*\*

2006 GMC Envoy SLE 4 DR Wagon  
6cyl Gasoline 4.2  
4 Speed Automatic

Lic.Plate: PC8864  
Lic Expire:  
Veh Insp# :  
Condition:  
Ext. Color: GREY MET  
Ext. Refinish: Two-Stage

Lic State: WI  
VIN: 1GKDT13S562159187  
Mileage Type: Actual  
Code: U7213A  
Int. Color:  
Int. Refinish: Two-Stage

Options

4-Wheel Drive	AM/FM CD Player	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Locking Hubs (4WD)
Camper/Towing Package	Center Console	Cruise Control
Dual Air Conditioning	Dual Airbags	Dual Zone Auto A/C
Electronic Transfer Case	Floor Mats	Fog Lights
Intermittent Wipers	Keyless Entry System	Leather Steering Wheel
Lighted Entry System	OnStar System	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Privacy Glass	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Roof/Luggage Rack
Split Folding Rear Seat	Stability Cntrl Suspensn	Tachometer
Tilt Steering Wheel	Tinted Glass	Traction Control System
Trailer Hitch	Velour/Cloth Seats	Wood Interior Trim

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Roof</b>										
1	RI	398		Luggage Rack R & I	R & I Assembly				1.0	SM
<b>Quarter And Rocker Panel</b>										
2	I	389		Panel,Quarter LT	Repair				4.5*	SM
3	L	389	#	Panel,Quarter LT	Refinish				3.6*	RF
					2.5 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
4	NG	395		# = 10, 13 Glass,Quarter Tinted LT	NAGS DQ10562-YP	\$364.28*			0.0*	SM
<b>Rear Body, Lamps And Floor Pan</b>										
5	RI	533		Taillamp Assembly LT	R & I Assembly				0.3	SM
<b>Manual Entries</b>										
6	SB			HAZARD. WSTE. REM.	Sublet Repair	\$3.00*				SM
7	L			CORROSION PROTECTION	Refinish				0.2*	RF
8	RI			DROP HEADLINER L SIDE	R & I Assembly				0.5*	SM*
8	Items									
			<b>MC</b>	<b>Message</b>						
			10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

**Estimate Total & Entries**

<b>Other Parts</b>						\$364.28				
<b>Paint &amp; Materials</b>				3.8 Hours @ \$42.00		\$159.60				
<b>Parts &amp; Material Total</b>									\$523.88	
<b>Tax on Parts &amp; Material</b>				@ 5.500%					\$28.81	
<b>Labor</b>	<b>Rate</b>	<b>Replace</b>	<b>Repair Hrs</b>	<b>Total Hrs</b>						
		<b>Hrs</b>								
Sheet Metal (SM)	\$65.00	1.8	4.5	6.3		\$409.50				
Mech/Elec (ME)	\$86.00									
Frame (FR)	\$76.00									
Refinish (RF)	\$65.00	3.8		3.8		\$247.00				
<b>Labor Total</b>				10.1 Hours					\$656.50	
<b>Tax on Labor</b>			@ 5.500%			\$36.11				
<b>Sublet Repairs</b>						\$3.00				
<b>Tax on Sublet</b>			@ 5.500%			\$0.17				
<b>Gross Total</b>									\$1,248.47	
<b>Net Total</b>									\$1,248.47	

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Audatex Host  
OEM Part Prices DT 08/09/2021 09:40 AM EstimateID 854007339534000128 QuoteID \*\*\*\*  
Rate Name Default

SHEBOYGAN COLLISION CENTER  
CHEVROLET - BUICK - GMC - CADILLAC INC  
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081  
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855  
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

\*\*\* PRELIMINARY ESTIMATE \*\*\*

08/09/2021 11:27 AM

Owner

**Owner:** PETER W REICHELSDORFER  
**Address:** 1424 CASTLE AVENUE  
**City State Zip:** Sheboygan, WI 53081  
**Home/Day:** (920)452-9450  
**Cell:** (920)316-2119  
**FAX:**

Inspection

**Inspection Date:** 08/09/2021 11:31 AM  
**Primary Impact:** Left Rear Side  
**Inspection Type:**  
**Secondary Impact:**  
**Appraiser Name:** Cliff Netzer  
**Address:** 3400 South Business Drive  
**City State Zip:** Sheboygan, WI 53081  
**Appraiser License #:**  
**Work/Day:** (920)459-6855x348  
**Work/Day:** (888)459-6855x348  
**FAX:** (920)459-6286

Repairer

**Repairer:** Sheboygan Chev/Buick/GMC/Cad  
**Address:** 3400 SOUTH BUSINESS DRIVE  
**City State Zip:** SHEBOYGAN, WI 53081  
**Email:** collisioncenter@sheboyganauto.com  
**Contact:**  
**Work/Day:** (920)459-6855  
**Work/Day:** (888)459-6855  
**FAX:** (920)459-6286

**Target Complete Date/Time:**

**Days To Repair:** 4

Vehicle

**OEM Part Price Quote ID:** \*\*\*\*

2003 GMC Envoy SLE 4 DR Wagon  
6cyl Gasoline 4.2  
4 Speed Automatic

**Lic.Plate:** PC8864  
**Lic Expire:**  
**Prod Date:**  
**Veh Insp#:**  
**Condition:**  
**Ext. Color:** GREY  
**Ext. Refinish:** Two-Stage  
**Lic State:** WI  
**VIN:** 1GKDT13S532159187  
**Mileage:** 175,407  
**Mileage Type:** Actual  
**Code:** U7213A  
**Int. Color:**  
**Int. Refinish:** Two-Stage

Options

4-Wheel Drive	AM/FM CD Player	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Anti-Lock Brakes
Auto Locking Hubs (4WD)	Bucket Seats	Camper/Towing Package
Center Console	Cruise Control	Dual Airbags
Electronic Transfer Case	Fog Lights	Intermittent Wipers

Keyless Entry System	Leather Steering Wheel	Lighted Entry System
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Privacy Glass
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Split Folding Rear Seat
Tachometer	Tilt Steering Wheel	Tinted Glass
Trailer Hitch	Velour/Cloth Seats	Wood Interior Trim

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<b>Roof</b>									
1	RI	398		Luggage Rack R & I	R & I Assembly			1.6*	SM
<b>Quarter And Rocker Panel</b>									
2	L	128		Panel,Bodyside Inr Upr LT	Refinish 0.5 Surface 0.1 Two-stage			0.6	RF
3	IT	1522		Panel,Quarter LT	Partial Repair			6.0*	SM
>> REPAIR DOES NOT INCLUDE CORROSION IN LOWER AREAS									
4	L	1522	13	Panel,Quarter LT	Refinish 2.7 Surface 0.6 Two-stage setup 0.5 Two-stage			3.8	RF
5	EU	395		Glass,Quarter Tinted LT	Replace Recycled	\$100.00*	+25.00	0.0*	SM
>> RHINE AUTO PARTS / AL									
6	SB	395		Glass,Quarter Tinted LT	Sublet Repair	\$80.00*	+25.00		SM
>> LAKESHORE AUTO GLASS / INSTALLATION									
<b>Rear Bumper</b>									
7	RI	575		Rear Bumper Cover R&I	R & I Assembly			0.7	SM
<b>Rear Body, Lamps And Floor Pan</b>									
8	RI	533		Taillamp Assembly LT	R & I Assembly			0.3	SM
<b>Manual Entries</b>									
9	L	M17		Cover Car Exterior	Refinish	\$5.00*			RF
10	SB	M60		Hazardous Waste Removal	Sublet Repair	\$5.00*			SM
10 Items									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Other Parts		\$105.00	
Paint & Materials	4.4 Hours @ \$42.00	\$184.80	
Line Item Markup		\$25.00	
Parts & Material Total			\$314.80
Tax on Parts & Material	@ 5.500%		\$17.31

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	2.6	6.0	8.6	\$533.20
Mech/Elec (ME)	\$130.00				
Frame (FR)	\$78.00				
Refinish (RF)	\$62.00	4.4		4.4	\$272.80

<b>Labor Total</b>		13.0 Hours		\$806.00
<b>Tax on Labor</b>	@ 5.500%		\$44.33	
<b>Sublet Repairs</b>			\$105.00	
<b>Tax on Sublet</b>	@ 5.500%		\$5.78	
<b>Gross Total</b>				<b>\$1,293.22</b>
<b>Net Total</b>				<b>\$1,293.22</b>

Alternate Parts Y/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Default  
 OEM Part Prices DT 08/09/2021 11:27 AM EstimateID 854034313157550080 QuoteID \*\*\*\*  
 SPPL Yes Zip Code: 53081 DEFAULT  
 Rate Name Default


**Audatex Estimating 8.1.209 ES 08/09/2021 11:40 AM REL 8.1.209 DT 07/01/2021 DB 08/08/2021**  
**State Disclosure:WI**  
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**1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

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.


**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 = Chippguard                         | RI = R & I Assembly            |
| P = Check                  | AA = Appearance Allowance               | RP = Related Prior Damage      |



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III

4.7

R. O. No. 66 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a claim from Peter Reichelsdorfer for alleged damages to his vehicle from a tree branch.

---

CITY CLERK

F+P

DATE RECEIVED

8-13-21

RECEIVED BY

MKC

CLAIM NO.

11-21

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AUG 13 2021

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- 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: PETER REICHELSDORFER
- 2. Home address of Claimant: 1424 CASTLE AVENUE
- 3. Home phone number: 920 316 2119
- 4. Business address and phone number of Claimant: Ret'd

5. When did damage or injury occur? (date, time of day) 6 AUG 21

6. Where did damage or injury occur? (give full description) CURB SIDE @

1424 CASTLE AVE, SHEBOYGAN

7. How did damage or injury occur? (give full description) TREE BRANCH FROM

LINDEN TREE BETWEEN SIDE WALK & CURB FELL ON VEHICLE DURING THUNDER STORM

TREE REMOVED BY CITY EMPLOYEES ON 12 AUG 21

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

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

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

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

(a) Public property alleged to be dangerous: LINDEN TREE

(b) Claimant's statement of basis for such liability: TREE IS CITY

PROPERTY

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").

N/A

11. Name and address of any other person injured:

N/A

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

Auto:

\$ 1300.00

Property:

\$

Personal injury:

\$

Other: (Specify below)

\$

TOTAL

\$ 1300.00

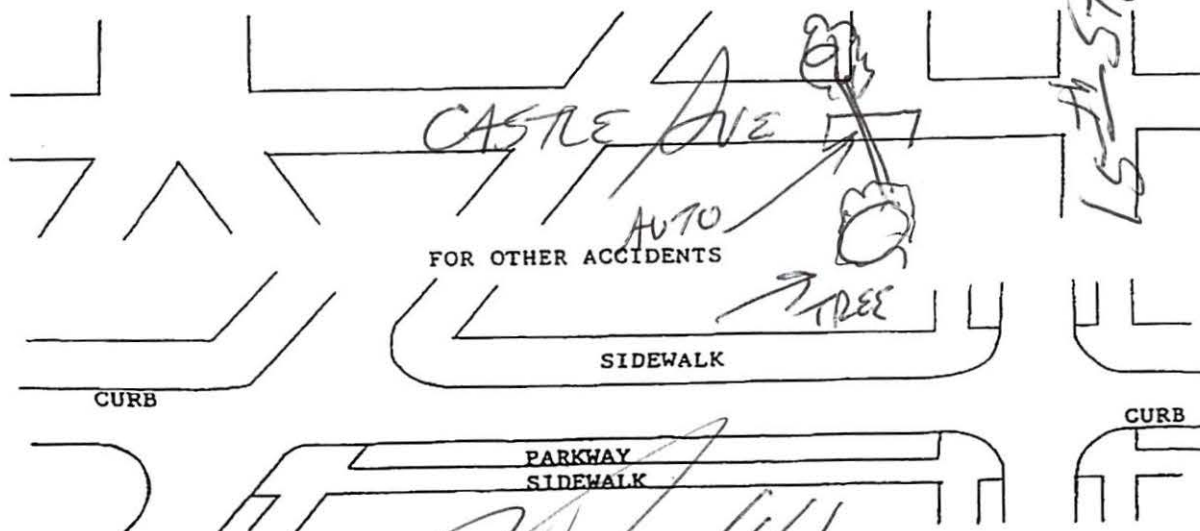
Damaged vehicle (if applicable)

Make: GMC Model: Envoy Year: 2006 Mileage: 175,650

Names and addresses of witnesses, doctors and hospitals: N/A

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

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



SIGNATURE OF CLAIMANT

[Handwritten signature]

DATE

13 Aug 21

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

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

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

CLAIM

Claimant's Name: PETER REICHELS DORF Agto \$ 1300<sup>00</sup>

Claimant's Address: 1424 CASTLE AVE Property \$ \_\_\_\_\_

SHEBOYGAN WI 53081 Personal Injury \$ \_\_\_\_\_

Claimant's Phone No. 920 316 2119 Other (Specify below) \$ \_\_\_\_\_

TOTAL \$ 1300<sup>00</sup>

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 \$ 1300<sup>00</sup>.

SIGNED [Signature] DATE: 13 AUG 21

ADDRESS: 1424 CASTLE AVE  
SHEBOYGAN, WI 53081

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

ROBERT RUSCH, INC.  
1129 INDIANA AVENUE  
SHEBOYGAN, WI. 53081  
OFFICE:(920) 452-8681 FAX:(920) 452-8733

\*\*\* PRELIMINARY ESTIMATE \*\*\*

08/09/2021 09:39 AM

Owner

Owner: PETER REICHELSDORFER  
Address:

Work/Day: (920)316-2119

Inspection

Inspection Date: 08/09/2021 09:40 AM

Inspection Type:

Repairer

Repairer: Robert Rusch Inc.  
Address: 1129 Indiana Ave.  
City State Zip: Sheboygan, WI 53081  
Email: doldenburg@robertruschinc.com

Contact: David Oldenburg  
Work/Day: (920)452-8681  
FAX: (920)452-8733

Target Complete Date/Time:

Days To Repair: 4

Vehicle

OEM Part Price Quote ID: \*\*\*\*

2006 GMC Envoy SLE 4 DR Wagon  
6cyl Gasoline 4.2  
4 Speed Automatic

Lic.Plate: PC8864  
Lic Expire:  
Veh Insp# :  
Condition:  
Ext. Color: GREY MET  
Ext. Refinish: Two-Stage

Lic State: WI  
VIN: 1GKDT13S562159187  
Mileage Type: Actual  
Code: U7213A  
Int. Color:  
Int. Refinish: Two-Stage

Options

4-Wheel Drive	AM/FM CD Player	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Locking Hubs (4WD)
Camper/Towing Package	Center Console	Cruise Control
Dual Air Conditioning	Dual Airbags	Dual Zone Auto A/C
Electronic Transfer Case	Floor Mats	Fog Lights
Intermittent Wipers	Keyless Entry System	Leather Steering Wheel
Lighted Entry System	OnStar System	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Privacy Glass	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Roof/Luggage Rack
Split Folding Rear Seat	Stability Cntrl Suspensn	Tachometer
Tilt Steering Wheel	Tinted Glass	Traction Control System
Trailer Hitch	Velour/Cloth Seats	Wood Interior Trim

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Roof</b>										
1	RI	398		Luggage Rack R & I	R & I Assembly				1.0	SM
<b>Quarter And Rocker Panel</b>										
2	I	389		Panel,Quarter LT	Repair				4.5*	SM
3	L	389	#	Panel,Quarter LT	Refinish				3.6*	RF
					2.5 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
4	NG	395		# = 10, 13 Glass,Quarter Tinted LT	NAGS DQ10562-YP	\$364.28*			0.0*	SM
<b>Rear Body, Lamps And Floor Pan</b>										
5	RI	533		Taillamp Assembly LT	R & I Assembly				0.3	SM
<b>Manual Entries</b>										
6	SB			HAZARD. WSTE. REM.	Sublet Repair	\$3.00*				SM
7	L			CORROSION PROTECTION	Refinish				0.2*	RF
8	RI			DROP HEADLINER L SIDE	R & I Assembly				0.5*	SM*
8	Items									
			<b>MC</b>	<b>Message</b>						
			10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

**Estimate Total & Entries**

<b>Other Parts</b>						\$364.28				
<b>Paint &amp; Materials</b>				3.8 Hours @ \$42.00		\$159.60				
<b>Parts &amp; Material Total</b>									\$523.88	
<b>Tax on Parts &amp; Material</b>				@ 5.500%					\$28.81	
<b>Labor</b>										
		<b>Rate</b>	<b>Replace</b>	<b>Repair Hrs</b>	<b>Total Hrs</b>					
			<b>Hrs</b>							
Sheet Metal (SM)		\$65.00	1.8	4.5	6.3	\$409.50				
Mech/Elec (ME)		\$86.00								
Frame (FR)		\$76.00								
Refinish (RF)		\$65.00	3.8		3.8	\$247.00				
<b>Labor Total</b>					10.1 Hours				\$656.50	
<b>Tax on Labor</b>			@	5.500%		\$36.11				
<b>Sublet Repairs</b>						\$3.00				
<b>Tax on Sublet</b>			@	5.500%		\$0.17				
<b>Gross Total</b>									\$1,248.47	
<b>Net Total</b>									\$1,248.47	

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Audatex Host  
OEM Part Prices DT 08/09/2021 09:40 AM EstimateID 854007339534000128 QuoteID \*\*\*\*  
Rate Name Default

SHEBOYGAN COLLISION CENTER  
CHEVROLET - BUICK - GMC - CADILLAC INC  
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081  
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855  
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

\*\*\* PRELIMINARY ESTIMATE \*\*\*

08/09/2021 11:27 AM

Owner

**Owner:** PETER W REICHELSDORFER  
**Address:** 1424 CASTLE AVENUE  
**City State Zip:** Sheboygan, WI 53081  
**Home/Day:** (920)452-9450  
**Cell:** (920)316-2119  
**FAX:**

Inspection

**Inspection Date:** 08/09/2021 11:31 AM  
**Primary Impact:** Left Rear Side  
**Inspection Type:**  
**Secondary Impact:**  
**Appraiser Name:** Cliff Netzer  
**Address:** 3400 South Business Drive  
**City State Zip:** Sheboygan, WI 53081  
**Appraiser License #:**  
**Work/Day:** (920)459-6855x348  
**Work/Day:** (888)459-6855x348  
**FAX:** (920)459-6286

Repairer

**Repairer:** Sheboygan Chev/Buick/GMC/Cad  
**Address:** 3400 SOUTH BUSINESS DRIVE  
**City State Zip:** SHEBOYGAN, WI 53081  
**Email:** collisioncenter@sheboyganauto.com  
**Contact:**  
**Work/Day:** (920)459-6855  
**Work/Day:** (888)459-6855  
**FAX:** (920)459-6286

**Target Complete Date/Time:**

**Days To Repair:** 4

Vehicle

**OEM Part Price Quote ID:** \*\*\*\*

2003 GMC Envoy SLE 4 DR Wagon  
6cyl Gasoline 4.2  
4 Speed Automatic

**Lic.Plates:** PC8864  
**Lic Expire:**  
**Prod Date:**  
**Veh Insp#:**  
**Condition:**  
**Ext. Color:** GREY  
**Ext. Refinish:** Two-Stage  
**Lic State:** WI  
**VIN:** 1GKDT13S532159187  
**Mileage:** 175,407  
**Mileage Type:** Actual  
**Code:** U7213A  
**Int. Color:**  
**Int. Refinish:** Two-Stage

Options

4-Wheel Drive	AM/FM CD Player	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Anti-Lock Brakes
Auto Locking Hubs (4WD)	Bucket Seats	Camper/Towing Package
Center Console	Cruise Control	Dual Airbags
Electronic Transfer Case	Fog Lights	Intermittent Wipers

Keyless Entry System	Leather Steering Wheel	Lighted Entry System
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Privacy Glass
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Split Folding Rear Seat
Tachometer	Tilt Steering Wheel	Tinted Glass
Trailer Hitch	Velour/Cloth Seats	Wood Interior Trim

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<b>Roof</b>									
1	RI	398		Luggage Rack R & I	R & I Assembly			1.6*	SM
<b>Quarter And Rocker Panel</b>									
2	L	128		Panel,Bodyside Inr Upr LT	Refinish 0.5 Surface			0.6	RF
3	IT	1522		Panel,Quarter LT	Partial Repair 0.1 Two-stage			6.0*	SM
>> REPAIR DOES NOT INCLUDE CORROSION IN LOWER AREAS									
4	L	1522	13	Panel,Quarter LT	Refinish 2.7 Surface			3.8	RF
					0.6 Two-stage setup				
					0.5 Two-stage				
5	EU	395		Glass,Quarter Tinted LT	Replace Recycled	\$100.00*	+25.00	0.0*	SM
>> RHINE AUTO PARTS / AL									
6	SB	395		Glass,Quarter Tinted LT	Sublet Repair	\$80.00*	+25.00		SM
>> LAKESHORE AUTO GLASS / INSTALLATION									
<b>Rear Bumper</b>									
7	RI	575		Rear Bumper Cover R&I	R & I Assembly			0.7	SM
<b>Rear Body, Lamps And Floor Pan</b>									
8	RI	533		Taillamp Assembly LT	R & I Assembly			0.3	SM
<b>Manual Entries</b>									
9	L	M17		Cover Car Exterior	Refinish	\$5.00*			RF
10	SB	M60		Hazardous Waste Removal	Sublet Repair	\$5.00*			SM
10 Items									

MC	Message
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Other Parts		\$105.00	
Paint & Materials	4.4 Hours @ \$42.00	\$184.80	
Line Item Markup		\$25.00	
Parts & Material Total			\$314.80
Tax on Parts & Material	@ 5.500%		\$17.31

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	2.6	6.0	8.6	\$533.20
Mech/Elec (ME)	\$130.00				
Frame (FR)	\$78.00				
Refinish (RF)	\$62.00	4.4		4.4	\$272.80

<b>Labor Total</b>		13.0 Hours		\$806.00
<b>Tax on Labor</b>	@ 5.500%		\$44.33	
<b>Sublet Repairs</b>			\$105.00	
<b>Tax on Sublet</b>	@ 5.500%		\$5.78	
<b>Gross Total</b>				<b>\$1,293.22</b>
<b>Net Total</b>				<b>\$1,293.22</b>

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Default  
 OEM Part Prices DT 08/09/2021 11:27 AM EstimateID 854034313157550080 QuoteID \*\*\*\*  
 SPPL Yes Zip Code: 53081 DEFAULT  
 Rate Name Default


**Audatex Estimating 8.1.209 ES 08/09/2021 11:40 AM REL 8.1.209 DT 07/01/2021 DB 08/08/2021**  
**State Disclosure:WI**  
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**1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.**

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.


**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 = Chippguard                         | RI = R & I Assembly            |
| P = Check                  | AA = Appearance Allowance               | RP = Related Prior Damage      |



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**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Res. No. 51-21-22 by Alderpersons Mitchell and Filicky-Peneski.

---

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

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**REPORT DATE:** September 8, 2021

**MEETING DATE:** September 13, 2021

---

**FISCAL SUMMARY:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: 10199020-810103  
10110100-521900

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

The Common Council adopted its current 2017-2021 Strategic Plan via Res. No. 144-16-17 in January, 2017. This was the first Strategic Plan implemented to guide the city's efforts. In the 2016 Budget, creation of the Strategic Plan was an unbudgeted item. Therefore, it was created utilizing existing resources. A limited amount of community input was received, and an annual Community Survey was created to keep the Action Items and Critical Measurements up to date.

The creation of the Strategic Plan outlined our S.T.A.I.R.S. Core Values and six Focus Areas, along with the city's Mission and Vision. In concert, all of these serve to guide the city's efforts, programs and initiatives.

S.T.A.I.R.S Core Values:

- S-Service
- T-Teamwork
- A-Accountability
- I-Innovation
- R-Respect
- S-Stewardship/Fiscal Responsibility

Six Focus Areas:

1. Quality of Life
2. Infrastructure and Public Facilities
3. Economic Development
4. Neighborhood Revitalization
5. Governing and Fiscal Management

In 2016 minimal internal expertise/staffing was utilized to develop a new five-year strategic plan. The current plan was developed based on city staff input, minimal resident input, and limited contributions from other community partners.

Taking these factors into consideration, the city released a request for proposals in February 2021. The city received five bids from consultants. Three consultants were short listed and presented to a small staff committee. Two consultants, the Novak Group and Baker Tilly presented to the Management Team members. Baker Tilly was selected from the Management Team members input.

**STAFF COMMENTS:**

While no other living document served to guide the city's efforts prior, the 2017-2021 Strategic Plan, along with its addendums successfully maneuvered the city's direction over the past five years. In order to expand the Strategic Plan, build upon its momentum and successes, it is in the city's best interest to properly engage our residents, staff, stakeholders, businesses and community partners to receive input for consideration. Under the guidance of Baker Tilly, the proper planning processes, tools and services, including significant community outreach, will be initiated. These collaborative efforts will create a solid Strategic Plan to guide the city's next five years forward. This project was unanticipated for 2021 and will be funded by the General Fund Contingency Reserve.

The Strategic Planning process with Baker Tilly will begin in Quarter 4 of 2021, and conclude mid-year in 2022 to create the city's 2023-2027 Strategic Plan. Therefore, the existing Strategic Plan will need to be extended through 2022. The current Strategic Plan extension will occur during Quarter 4 of 2021 as well.

**ACTION REQUESTED:**

Motion to recommend adoption of Res. No. 51-21-22.

**ATTACHMENTS:**

- I. Res. No. 51-21-22

III

5.3

Res. No. 51 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.  
September 7, 2021.

A RESOLUTION authorizing the appropriate City officials to execute an Engagement Letter Agreement with Baker Tilly US, LLP for Strategic Plan Consulting, authorizing the City Administrator to enter into future scope appendices with Baker Tilly, and authorizing the Finance Director to make a necessary budget adjustment and appropriation in the 2021 budget.

WHEREAS, one of the documents currently guiding the City of Sheboygan's (the "City") decision making process is its Strategic Plan; and

WHEREAS, the current Strategic Plan runs through 2021; and

WHEREAS, the City desires to obtain consulting services to assist with the development of a new strategic plan; and

WHEREAS, it is in the best interest of the City to engage Baker Tilly US, LLP ("Baker Tilly") to provide these consulting services.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached Engagement Letter Agreement with Baker Tilly, including the Scope Appendix regarding Strategic Plan Consulting.

BE IT FURTHER RESOLVED: That the City Administrator is, subject to the availability of funds, authorized to enter into subsequent Scope Appendices under this Engagement Letter Agreement with Baker Tilly.

BE IT FURTHER RESOLVED: That the City Administrator is instructed to appoint an appropriate senior-level point of contact for each Scope Appendix with Baker Tilly.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for General Fund - Council - Contracted Services (Account No. 10110100-521900) by \$141,277.50, which is sufficient to pay for the Strategic Plan Consulting Scope Appendix and the expenses anticipated under that Scope Appendix.

FSP  
2/3

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the General Fund - Contingency Reserve (Account No. 10199020-810103).

  
Peter Thiel

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



Baker Tilly US, LLP  
Ten Terrace Ct, PO Box 7398  
Madison, WI 53707-7398  
tel 608 249 6622  
fax 608 249 8532  
bakertilly.com

August 18, 2021

Ryan Sorenson  
Mayor  
City of Sheboygan  
828 Center Avenue, Suite 300  
Sheboygan, WI 53081

RE: Engagement Letter Agreement Related to Services

Dear Mayor Sorenson:

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the City of Sheboygan, Wisconsin (the "Client") to assist the Client with advisory services.

**Scope, Objectives and Approach**

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

**Management's Responsibilities**

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. If a representation is made to Baker Tilly which does not match Baker Tilly's observations, or which otherwise leads or should lead Baker Tilly to believe that the representation may be false, Baker Tilly shall identify the potentially false representation to an appropriate representative of the Client. If Baker Tilly does not identify the potentially false representation to an appropriate representative of the Client, Baker Tilly may have liability to the Client. The Client agrees that Baker Tilly will have no liability to the Client in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel (so long as Baker Tilly does not or should not believe that the representation may be false) and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

Unless required to complete the services and noted as a Baker Tilly responsibility on the applicable Scope Appendix, the responsibility for auditing the records of the Client rests with the Client's separately retained auditor. The work performed by Baker Tilly shall not include an audit or review

of the records or the expression of an opinion on financial data unless specified on the applicable Scope Appendix.

#### **Ownership of Intellectual Property**

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge"); (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual, royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly.

Baker Tilly shall maintain copies of its work papers and any other record created as part of any Scope Appendix between Baker Tilly and Client that could constitute a public record under Wisconsin law for at least 7 years.

#### **Timing and Fees**

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

#### **Dispute Resolution**

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder. Any judicial proceeding shall take place in Sheboygan County, Wisconsin.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

### **Limitation on Damages**

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within the applicable statute of limitations.

### **Other Matters**

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or any other record or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

### **Termination**

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after at least 30 days advance written notice. On termination, all fees and charges incurred prior to termination shall be paid within 30 days. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.



**Appropriation of Funds**

If funds for the continued fulfillment of any Scope Appendix are at any time not forthcoming or are insufficient, through failure of any entity – including the Client itself – to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty.

**Important Disclosures**

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

David W. Eisenlohr  
Managing Director

**Signature Section:**

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

ATTEST:

---

---

Ryan Sorenson  
Mayor

Meredith DeBruin  
City Clerk

Date

Date

## **Attachment A Important Disclosures**

### Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

### Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

### Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

*Legal or Disciplinary Disclosure.* BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

*Contingent Fee.* The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

*Hourly Fee Arrangements.* Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

*Fixed Fee Arrangements.* The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

**RE: Strategic Plan Consulting**

**DATE: August 18, 2021**

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between The City of Sheboygan ("the City") and Baker Tilly US, LLP ("BT") and relates to services to be provided by BT to the City.

**Scope of Work**

BT will perform the following services:

**Phase 1 – Define**

- 1.1 – Mobilize the strategic planning project team
- 1.2 – Collect background data and materials
- 1.3 – Develop a stakeholder outreach and engagement plan
- 1.4 – Finalize and deliver the project plan and milestone schedule

**Phase 1 Deliverables**

- Initial data request memo
- Stakeholder outreach and engagement plan
- Final project plan, schedule and budget

**Phase 2 – Discover**

- 2.1 Review background materials and data
- 2.2 Complete internal discovery interviews and employee focus groups
- 2.3 Engage citizens and other stakeholders
- 2.4 Summarize baseline Discover phase findings

**Phase 2 Deliverables**

- Discover phase baseline findings summary

**Phase 3 – Develop**

- 3.1 Design a leadership team strategic planning workshop
- 3.2 Facilitate the leadership strategy workshop
  - 3.2.1 Understand and describe the current strategic context and organizational strengths, weaknesses, opportunities and threats
  - 3.2.2 Articulate clear statements of vision, mission and values
  - 3.2.3 Develop and prioritize strategic goals
  - 3.2.4 Identify mission-critical services and business processes
- 3.3 Create a City of Sheboygan strategy map
- 3.4 Facilitate the identification and documentation of operating objectives and initiatives
- 3.5 Prepare a strategy deployment roadmap
- 3.6 Finalize and present the strategic plan

**Phase 3 Deliverables**

- Draft and Final City of Sheboygan Strategic Plan documents

**Phase 4 – Deploy**

- 4.1 Establish and train internal strategy implementation teams
- 4.2 Facilitate the development of performance metrics and a reporting model
- 4.3 Prepare a change management and communication plan
- 4.4 Provide ongoing implementation technical support (Optional, out of current scope)

**Phase 4 Deliverables**

- Recommended cross-functional implementation team structure
- Implementation team training
- Key strategic performance indicators to the objective level
- Recommended reporting format and process
- Change management and communication plan
- Optional continuing support and special projects as requested

**Client Responsibilities**

The services, fees and delivery schedule for this assignment are based upon the following assumptions, representations, or information supplied by the City:

- The City will assign a senior-level point of contact to provide overall guidance and direction to the project consultant. BT is entitled to rely on the information and direction provided by the assigned City representative.
- The City will assist BT with the collection of requested background data, documents, and material.
- Appropriate members of the City staff will be available to participate in meetings, interviews and focus groups as required for project completion.
- Adherence to project timelines and estimated fees depends on the availability of City personnel and external stakeholder participation.
- The City will provide appropriate office space, connectivity, telephone and related "de minimus" administrative support to the project consultant while on site.
- The City will assist BT in keeping the project within the predefined scope to ensure timely and on-budget completion of the engagement.
- The City will arrange locations and facilities required for planning workshops and stakeholder engagement sessions, including audiovisual equipment, power availability, and internet connectivity.
- The City will secure and pay directly for any required meeting rooms, room setups, food and beverage and other facilities and services needed to support the strategic planning workshop meetings, focus groups, and engagement/outreach sessions.
- BT will deliver one reproducible and one electronic copy in PDF format of the final report. The City will be responsible for the reproduction and distribution of this document as needed

**Compensation and Invoicing**

BT will complete the strategic planning project as described herein for the fixed professional services fee of \$ 122,850. In addition to the fixed professional fee, BT will invoice the City for reimbursement of direct project-related costs for such items as travel and per diem, document design and production, and other usual and customary expenses for projects of this type.

BT will submit progress billings monthly, based on work performed during the preceding month plus expense reimbursement. Expenses are invoiced on an actual cost basis without markup for administrative or overhead charges. Invoices are due within 30 days of receipt.

Should the City require additional work outside of the scope of services included in this proposal, we will be pleased to provide such services at either our standard hourly rates, plus direct expenses or at an agreed-upon fee based on the additional scope requested. We will perform no such additional work without the prior written authorization of the City. The table below lists BT's current hourly billing rates for professional services:

<b>Title</b>	<b>Hourly Rate</b>
Partner/Principal/Director	\$320
Senior Manager	\$275
Manager	\$225
Senior Consultant	\$195
Consultant	\$165
Analyst	\$125
Administrative Support	\$80

**Conflicts of Interest**

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix. We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

**Termination**

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this challenging project.

Sincerely,  
  
David Eisenlohr  
Managing Director

**SCOPE APPENDIX to  
Engagement Letter dated: August 18, 2021  
Between The City of Sheboygan, Wisconsin and  
Baker Tilly US, LLP**

**Signature Section:**

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the City by:

ATTEST:

\_\_\_\_\_  
Ryan Sorenson  
Mayor

\_\_\_\_\_  
Meredith DeBruin  
City Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Res. No. 52-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with Water’s Edge Development of Sheboygan, LLC and Watershed Development, LLC.

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

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**REPORT DATE:** September 9, 2021      **MEETING DATE:** September 14, 2021

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**FISCAL SUMMARY:**

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

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

The City of Sheboygan and Water’s Edge Development of Sheboygan, LLC executed a developers agreement to a two phase project of 33 new condominiums along the Sheboygan River. Phase One of this agreement was completed, phase two never proceeded. In lieu of the proceeding with phase two, the developer decided to develop a 25 room boutique hotel on the site. The original development agreement with Water’s Edge Development of Sheboygan, LLC will be terminated and the new agreement attached here with Watershed Development, LLC will be approved.

City staff has negotiated the terms outlined in this agreement with the developer. The terms include the following:

1. The Developer agrees to create \$2,600,000 of minimum assessed value with Phase 2.
2. The City shall provide a developer incentive of the \$30,000 per year for five years up to a maximum of the \$150,000 towards the development.
3. The Developer will be making a one-time \$40,000 shortfall payment to the city per the terms in the original development agreement with Water’s Edge. The developer paid the city the shortfall payment in 2020 of \$20,000. This shortfall payment was to be paid over five years if the minimum investment was not met on Phase 1. In 2020, that minimum was not met, therefore the shortfall payment was required.



**STAFF COMMENTS:**

The developer has received land-use approvals for the new hotels. The City will also receive room tax payments as well from the development. City staff supports the project.

**ACTION REQUESTED:**

Motion to recommend the Common Council approve Res. No. 52-21-22 authorizing entering into a Development Agreement with Watershed Development, LLC.

**ATTACHMENTS:**

- I. Res. No. 52-21-22

III

Res. No. 52 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.  
September 7, 2021.

A RESOLUTION authorizing entering into a Development Agreement with Water's Edge Development of Sheboygan, LLC and Watershed Development, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Development Agreement with Water's Edge Development of Sheboygan, LLC and Watershed Development, LLC regarding a proposed boutique hotel and outdoor pavilion area in Sheboygan, in form substantially similar to the attached agreement.

FHP

  
\_\_\_\_\_

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

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN**

**WATER'S EDGE DEVELOPMENT OF SHEBOYGAN, LLC,  
WATERSHED DEVELOPMENT, LLC,  
AND THE CITY OF SHEBOYGAN**

**THIS DEVELOPMENT AGREEMENT** ("Agreement"), is made this \_\_\_\_ day of September, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, Water's Edge Development of Sheboygan, LLC, a Wisconsin limited liability company (hereinafter called "Previous Developer"), having an office for the transaction of business at 7722 W. Hawthorne Road, Mequon, WI 53097, and Watershed Development, LLC, a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 7722 W. Hawthorne Road, Mequon, WI 53097.

**RECITALS**

The City has established a Tax Incremental District ("TID #19"), in accordance with §66.1105, Wis. Stats. ("the Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by the Tax Increment Law to pay Project Costs, as defined in §66.105(2)(f), Wis. Stats., from the special fund of TID #19 or from the proceeds of municipal obligations issued pursuant to statute.

The City is authorized by the Tax Increment Law to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of a Project Plan, as defined in §66.1105(2)(g), Wis. Stats.

The Project Plan for TID #19 includes Development Incentive Payments as eligible project costs for purposes of carrying out the Project Plan.

The City previously entered into a Development Agreement ("Prior Agreement") with Previous Developer to develop 32 condominium units, said development to be performed in two phases.

The Previous Developer successfully constructed the condominium units in Phase One of the Prior Agreement, but has chosen not to continue with Phase Two of the project that was the subject of said Prior Agreement. The Developer proposes to construct a boutique hotel and outdoor pavilion area to replace Previous Developer's plans for the Phase Two condominiums.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID #19 and to facilitate the implementation of TID #19's Project Plan. The City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the continued development in accordance with this Agreement.

The Project Plan to be undertaken by the Developer is of particular importance to the City and provides special benefits to the City because of its prominent location along the Sheboygan River in an underutilized area near the busy intersection of the North 14<sup>th</sup> Street and Niagara Avenue.

The City believes that the development of the Property through construction of the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and of the health, safety and welfare of its residents.

## **AGREEMENT**

**NOW, THEREFORE**, it is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the development and thereby promote the sound redevelopment of the City's riverfront area.

### **ARTICLE I. OVERVIEW OF THE PROJECT**

The Project consists of a boutique hotel containing 25 units and an outdoor pavilion.

### **ARTICLE II. DEFINITIONS**

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"Certification Date" shall mean the day each year when the City certifies the assessment of property for purpose of real property tax assessment in that year.

"Construction Plans" means state approved plans for the construction of the Project as described in Section 601 hereafter.

"Developer" means Watershed Development, LLC. and its permitted successors and assigns.

"Development Incentive Payments" means the incentive payments to the Developer by the City as set forth in Section 402 hereafter.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Previous Developer" means Water's Edge Development of Sheboygan, LLC. and its successors and assigns.

"Prior Agreement" means the 2019 Development Agreement, including any and all amendments, by and between Previous Developer and the City; said Agreement bound Previous Developer to the construction of 32 condominium units in two phases with various Development Incentive Payments to be paid by the City along with shortfall payments to be paid by the Previous Developer should certain minimum assessed property valuations contained in the Prior Agreement not be met.

"Project" means the development proposed by Developer as described in Article I.

"Property" means the property legally described on attached Exhibit A.

"Tax Incremental Value" means the increased real property assessment of the Property generated by the Project.

"Tax Increment Revenue" means the Tax Increment (as defined in §66.1105(2)(i), Wis. Stats.) generated from the Tax Incremental Value. Personal Property is not included in determining the Tax Increment Revenue.

"TID Project Plan" means the Project Plan for the TID #19 of the City of Sheboygan, Wisconsin.

### ARTICLE III. CONSTRUCTION SCHEDULE

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	By September 2021
Issuance of Building Permits	By September 2021
Start Construction	By September 2021
Substantial Completion	By June 2022

### ARTICLE IV. TERMINATION OF TERMS OF PRIOR AGREEMENT

**Section 401. Shortfall Payment.** Pursuant to Article IV of the Prior Agreement, Previous Developer agreed to make various shortfall payments to the City should various guarantees related to minimum assessed property valuations not be attained. Said minimum assessed property valuations have not and will not be met. Previous Developer agrees that it shall pay to the City the sum of \$40,000, to be paid within fourteen (14) days of the date of this Agreement. Upon receipt of said sum, the City and the Previous Developer Agree that the City shall be released from any requirement to make annual incentive payments pursuant to Section 402 of the Prior Agreement, and the Previous Developer shall be released from any requirement to make further shortfall payments pursuant to Section 401 of the Prior Agreement.

**ARTICLE V.  
DEVELOPMENT INCENTIVE PAYMENT**

**Section 501. Terms of Development Incentive Payment.** As an inducement to Developer for the development of the Project and conditioned on the completion of the Project with a Tax Incremental Value of at least Two Million Six Hundred Thousand Dollars (\$2,600,000.00), as determined by the increase in the assessed property valuation of the Project over its valuation on January 1, 2021, the City agrees to pay to the Developer each year, for a maximum period of five (5) years, an annual Development Incentive Payment of Thirty Thousand Dollars (\$30,000.00) up to a cumulative total principal sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000) (each yearly payment being referenced to as an "Annual Incentive Payment"). The Annual Incentive Payment shall be paid to the Developer under this Section no later than September 30 of each year, commencing the year after the Developer completes the Project. Payment by the City of the Annual Incentive Payment will only be made if the Developer has paid current year property taxes (real and personal) to the City in full for all units owned by the Developer and if the Project's Tax Incremental Value is at least \$2,600,000.00. If the Developer has not completed the Project by December 31, 2022, then the City's obligation to make Annual Incentive Payments hereunder shall terminate.

**Section 502. Purpose.** The Annual Incentive Payments made under this Agreement are provided to the Developer by the City as part of a negotiated, lawful contract with Developer in exchange for consideration, including requirements to develop property within the TID in a manner that inures to the benefit of the general public, including those residing, owning property, or engaged in employment within the City. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes.

**ARTICLE VI.  
CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS;  
CERTIFICATE OF COMPLETION**

**Section 601. Plans for Construction of Improvements.** Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, but no sooner than sixty (60) days of execution of this Agreement, the Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the City.

If the City, in its reasonable discretion, so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

Developer, as an inducement to the City to proceed with establishment of a Tax Incremental District and to provide Development Incentive Payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project, that it agrees not to take any action that will change the taxability of the property, and that it shall insert deed restrictions in any subsequent transfer of any portion of the Project to ensure that all future owners, assignees, and title holders of record shall be bound by the requirements of this paragraph.

Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

**Section 602. Changes in Construction Plans.** If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 501 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

**ARTICLE VII.  
INDEMNIFICATION**

Developer releases from and covenants and agrees that the City, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of the City or their agents as set forth under this Agreement.

Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

**ARTICLE VIII.  
MISCELLANEOUS**

**Section 801. Breach of Initial Terms of Agreement.** No part of this Agreement except this Section 701 shall be effective should the Previous Developer fail to a) pay to the City the amount set forth in Section 401 and b) transfer its interest in the Property to the Developer via a recorded deed.

**Section 802. Conflict of Interests; City Representatives Not Individually Liable.** No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

**Section 803. Titles of Articles and Sections.** Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

**Section 804. Successors and Assigns.** This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

**Section 805. Notices and Demands.** A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at 7722 W. Hawthorne Road, Mequon, WI 53097, Attention: Paul Weaver; and
- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Suite 100, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

**Section 806. Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

**Section 807. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

**Section 808. Recording.** This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of the Developer.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

CITY OF SHEBOYGAN

WATERSHED DEVELOPMENT, LLC

BY: \_\_\_\_\_  
Ryan Sorenson, Mayor

BY: \_\_\_\_\_  
Paul Weaver, Manager

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

Authorized pursuant to Res. No. \_\_\_\_\_-21-22.

ACKNOWLEDGMENTS

STATE OF WISCONSIN     )  
                                          ) ss  
SHEBOYGAN COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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

STATE OF WISCONSIN     )  
                                          ) ss  
\_\_\_\_\_ COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, the above-named Paul Weaver, to me known to be the person who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of  
Wisconsin My Commission

**EXHIBIT "A"**  
**Description of Property**

Lot 2 of a CSM recorded in Vol. 30 CSM, on pp. 168-170, as Document No. 2119160, in the office of the Register of Deeds of Sheboygan County, Wisconsin, being a resurvey of Water's Edge Condominium, Block 119 of the Original plat of Sheboygan located in the E ½ of Section 22, Township 15 N, Range 23 E, City of Sheboygan, Sheboygan County, Wisconsin.

**CITY OF SHEBOYGAN**

**REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** Res. No. 58-21-22 by Alderpersons Mitchell and Filicky-Peneski

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**REPORT PREPARED BY:** Derek Muench, Director of Transit and Parking Utility

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**REPORT DATE:** September 10, 2021

**MEETING DATE:** September 13, 2021

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**FISCAL SUMMARY:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budgeted Expenditure: 65193020-641100  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

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

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**BACKGROUND / ANALYSIS:**

Shoreline Metro has received a grant from the Federal Transit Administration for the purchase of one diesel-powered paratransit bus. This bus will replace an older unit which is currently used to transport disabled and elderly clientele throughout Sheboygan County. The grant will allow the City to be reimbursed for 80% of the purchase price. The remaining amount was included in the City of Sheboygan's Capital Improvement Plan for 2021.

**STAFF COMMENTS:**

The State of Wisconsin has previously obtained bids from vendors of paratransit buses (Request for Bids 510366) and as a result has entered into an agreement with A & J Commercial. Federal law and the City of Sheboygan's Procurement Policy allows the City to utilize the State of Wisconsin's contractual terms and prices. Therefore, the City of Sheboygan has received a quote for a medium size paratransit bus pursuant to the State of Wisconsin's contract for \$74,318.00 from A & J Commercial which will include options, license and title.

**ACTION REQUESTED:**

Motion to recommend adoption of Res. No. 58-21-22

**ATTACHMENTS:**

- I. Res. No. 58-21-22

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 58 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.  
September 13, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order to A & J Commercial for the purchase of one diesel-powered paratransit bus for Shoreline Metro Transportation.

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a purchase order in the amount of \$74,318.00 to A & J Commercial for the purchase of one paratransit bus including options, license and title.

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

*Finance & Personnel*

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the bus, not to exceed \$74,318.00, from Transit Capital - Vehicles (Account No. 65193020-641100).

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

\_\_\_\_\_  
\_\_\_\_\_

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

# A & J Vans

P.O. Box 340  
333 W. Washington Street  
Valders, WI 54245

Phone (920) 775-9333  
Fax (920) 775-4104

# Quote

Customer No.: SHEBOYGANCO

Quote No.: 27492

Quote To: **SHORELINE METRO TRANSPORTATION**  
608 SOUTH COMMERCE STREET  
SHEBOYGAN, WI 53081

Ship To: **SHORELINE METRO TRANSPORTATION**  
608 SOUTH COMMERCE STREET  
SHEBOYGAN, WI 53081

Date	Customer Telephone	F.O.B.	Terms
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08/17/2021

Due on receipt

Purchase Order Number	Sales Person	Required
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Brett Wendling

08/17/2021

Quantity Required	Item Number	Description	Unit Price	Amount
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		2022 FORD E-450 CHASSIS,7.3L COLOR:WHITE VIN: TBD		72014.00
		DIAMOND HONEYCOMB BUS BODY		0.00
		BUILT TO STATE SPEC - LINE 10		
1	MV-11	WISCONSIN TITLE AND LICENSE FEE TITLE TRANSFER: \$164.50 LIEN: \$10.00 (WISDOT AS LEIN HOLDER) NEW PLATES: \$5.00 (MUN) DOC FEE: 29.50	204.00	204.00
		FLOORPLAN CHANGE -13 AMBULATORY AND 1 WHEELCHAIRS OR 9 AMBULATORY AND 3 WHEELCHAIRS OR COMBINATION OF THE TWO. SEAT TYPE: INTEGRATED 3 POINT SEATS- #624 REGATTA BLUE COLOR -4 -DOUBLE FIXED SEATS -2 -DOUBLE FOLDAWAY SEATS -1-SINGLE FIXED SEATS		0.00
		NO GRAPHICS/PAINT STRIP ON BUS		0.00
		FREEDMAN SINGLE FIX SEAT - 3 POINT SEAT		425.00
		CREDIT FOR EXCHANGE FOLDAWAY SEAT 4 X 100= 400.00		-400.00
		50111G-3 - HEATER REAR, 65,000 BTU, 3RD HEATER		800.00
		50317 - HEATER BOOSTER PUMP		475.00
		151525-1 - MIRRORS, REMOTE, HEATED, FORD, DOOR MNT SWITCHES		800.00
		Quote subtotal		74318.00
		Quote total		74318.00

Thank You

NO RETURNS ON SPECIAL ORDER PARTS. ALL OTHER ORDERS SUBJECT TO A RESTOCKING FEE