

# COUNTY BOARD OF SUPERVISORS

# NOTICE OF MEETING

NOTE: UNDER THE KENOSHA COUNTY BOARD OF RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS. NOTICE OF SUCH MOTIONS TO RECONSIDER OR RESCIND AT FUTURE MEETINGS SHALL BE GIVEN IN ACCORDANCE WITH SEC. 210(2) OF THE COUNTY BOARD RULES. FURTHERMORE, ANY MATTER DEEMED BY A MAJORITY OF THE BOARD TO BE GERMANE TO AN AGENDA ITEM MAY BE REFERRED TO THE PROPER COMMITTEE. ANY ITEM SCHEDULED FOR THE FIRST OF TWO READINGS IS SUBJECT TO A MOTION TO SUSPEND THE RULES IN ORDER TO PROCEED DIRECTLY TO DEBATE AND VOTE. ANY PERSON WHO DESIRES THE PRIVILEGE OF THE FLOOR PRIOR TO AN AGENDA ITEM BEING DISCUSSED SHOULD REQUEST A COUNTY BOARD SUPERVISOR TO CALL SUCH REQUEST TO THE ATTENTION OF THE BOARD CHAIRMAN.

NOTICE IS HEREBY GIVEN the Regular County Board Meeting of the Kenosha County Board of Supervisors will be held virtually on Tuesday, the 5th of January, 2021 at 7:30PM. No inperson access will be available. The meeting will be available via live video stream by visiting kenoshacounty.org. The meeting will also be accessible for public monitoring by calling 1-408-418-9388 Access code: 146 190 0041. The following will be the agenda for said meeting:

- A. Call To Order By Chairman O'Day
- B. Pledge Of Allegiance
- C. Roll Call Of Supervisors
- D. Citizen Comments

Citizens wishing to make a public comment may submit such comments in writing to [EMAIL PROTECTED] before 4:30 pm on Tuesday, January 5th, 2021. They will be provided electronically to the members of the Board and made part of the minutes.

- E. Announcements Of The Chairman
- F. Supervisor Reports
- G. OLD BUSINESS

Resolution - One Reading

27. From The Human Services Committee-Resolution To Amend Resolution No. 92 Which Amended Resolution No. 150 Which Created The Kenosha County Health Department, The Kenosha County Board Of Health And The Kenosha County Health Office Pursuant To Wis. Stat. 252 And Certain Agreements Between The City Of Kenosha And The County Of Kenosha.

Documents:

# BOARD OF HEALTH BYLAWS.PDF

H. NEW BUSINESS

Resolution - One Reading

59. From The Human Services Committee - A Resolution Supporting The Commitment To Veterans Support And Outreach Act (The Act)

Documents:

# RESOLUTION SUPPORTING THE COMMITTMENT TO VETERAN SUPPORT AND OUTREACH ACT (THE ACT).DOC.PDF

60. From The Human Services Committee - A Resolution To Approve The Reappointment Of Mr. Benjamin Harbach To The Kenosha County Board Of Administrative Appeals

Documents:

# RESOLUTION FOR THE REAPPOINTMENT OF MR. BENJAMIN HARBACH TO THE KENOSHA COUNTY ADMINISTRATIVE BOARD OF.PDF

61. From The Human Services Committee - A Resolution To Approve The Reappointment Of Mr. Charles Burmeister To The Kenosha County Veterans Service Commission

Documents:

# RESOLUTION TO APPROVE THE REAPPOINTMENT OF MR. CHARLES BURMEISTER TO THE KENOSHA COUNTY VETERANS SERVI.PDF

62. From The Legislative Committee - A Resolution Regarding Citizen Virtual Comments

Documents:

# AMENDED RESOLUTION 62 CITIZEN VIRTUAL COMMENTS - 12-15-2020.PDF

# I. COMMUNICATIONS

8. Communications From Andy M. Buehler Regarding Future Items Scheduled Before The Planning, Development & Extension Education Committee

Documents:

# 01-13-2021 COMMUNICATIONS\_ANDY SIGNED.PDF

- J. CLAIMS
  - 19. BRITTANY ANDERSON VEHICLE DAMAGE

Documents:

# GL-19-20 BRITTANY ANDERSON.PDF

20. EMILY BRUNO - VEHICLE DAMAGE

Documents:

GL-20-20 EMILY BRUNO.PDF

21. CITY OF KENOSHA VS MEDICAL EXAMINER - VEHICLE DAMAGE

Documents:

GL-22-20 CITY OF KENOSHA VS ME OFFICE.PDF

22. ESTATE OF ANTHONY HUBER - PERSONAL INJURY

Documents:

GL-21-20 ESTATE OF ANTHONY HUBER.PDF

23. GAIGE GROSSKREUTZ - PERSONAL INJURY

Documents:

GL-23-20 GAIGE GROSSKREUTZ.PDF

24. ALYSSA SCHUKAR - PERSONAL INJURY

Documents:

GL-24-20 ALYSSA SCHUKAR.PDF

- K. Approval Of The November 17, 2020 Minutes By Supervisor Kubicki
- L. Adjourn

Kenosha



County

# BOARD OF SUPERVISORS

# RESOLUTION NO.

Subject: Resolution To Amend Resolution No. 92 Which Amended Resolution No. 150 Which Created The Kenosha County Health Department, The Kenosha County Board of Health And The Kenosha County Health Office Pursuant to Wis. Stat. 252 And Certain Agreements Between The City of Kenosha And The County of Kenosha.

Original		2nd Correction D	Resubmitted $\Box$
Date Submitted:	August 18 , 2020	Date Resubmitted: Jar	nuary 5, 2021
Submitted By Human S	Services		
Comm	ittee		
Fiscal Note Attached	]	Legal Note Attached	
Prepared By: Jen Fr	eiheit, Health Director	Signature:	Frecheit
		$\bigcirc$	

WHEREAS, Kenosha County has provided public health services to the City and County of Kenosha by agreement of the two municipal corporations since 1992, the date of Resolution No. 150, and

WHEREAS, Kenosha County amended that original resolution in 2008 (Resolution No. 92) pursuant to Chapter 251 of the Wisconsin Statutes, enacted in 1993 and replacing Chapter 140.09 Wisconsin Statutes and

WHEREAS, The County Board of Health shall consist of not more than nine members, appointed by the County Executive, subject to confirmation by the County Board and

WHEREAS, By statute in Sec. 251.03(1) of the Wisconsin Statutes, at least three of these members shall be persons who are not elected officials or employees of the governing body that establishes the local health department and who have demonstrated interest or competence in the field of public health or community health and a good faith effort shall be made to appoint a registered nurse and a physician and

WHEREAS, The optimal makeup for the Kenosha County Board of Health would include two physicians practicing in the County, a registered nurse, a representative from the City of Kenosha, two persons with backgrounds and appropriate education credentials in fields representing the social determinants of health such as law enforcement, housing, transit and commerce, a County Board member, and members of good standing in their profession with backgrounds in science or public health including one local practicing dentist and

WHEREAS, Members of the local board of health shall reflect the diversity of the community and, as such, at least six members would optimally not be elected officials or employees of the governing body establishing the local health department and

Page 2 Resolution Regarding The Kenosha County Board of Health

WHEREAS By statute, the terms for the Board of Health members shall be for a period of five years with the membership in staggered terms and

WHEREAS The membership on the Board of Health is required by statute meet at least quarterly and assure that measures are taken to provide an environment in which individuals can be healthy but Kenosha County Board of Health intends to meet monthly, require knowledgeable membership through staff education, emphasize accountability and attendance, take care to avoid conflicts of interest, abide by the County Ethics Code and follow the Open Meetings Law,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors approve the amendment of Resolution No. 92 in accordance with Chapter 251 as may be amended from time to time with the best practices as outlined in the attached bylaws are the rule of operation and

FURTHER That the County Executive submit to the County Board the names of those needed to fill Board of Health positions as vacancies occur or as appropriate to fulfill the requirements of this resolution

Approved by:

HUMAN SERVICES COMMITTEE	Aye	<u>No</u>	Abstain	Excused
Ladiza Belsky, Chair	d /			
Andy Berg, Vice Chan	Ø			
Sanda Set	Ø			
Erin Decker	ţ.			
Jerry Gulley	B	_		
David Celebre				
Lon Wienke				0⁄

# Kenosha County Administrative Proposal Form

J'A

1. Proposal Overview Division: Health Department: Human Services
Proposal Summary (attach explanation and required documents):
This Resolution will update and allow flexibility for the Board of Health Bylaws.
Specifically, it allows membership on the Board to be flexible as State Statute allows and
will aid in keeping membership at capacity and diverse.
Dept./Division Head Signature: Mr. Dansh Date: 6/12/2020
2. Corporation Counsel Review
These Bylaws have been reviewed and modified with the help of the Board of Health, the
Health Director and Corporation Counsel.
Recommendation: Approval 🖉 Non-Approval 🗌
John Moyer Signature: John J. Mayr Date: 6/9/20
3. Health Department Review
Comments:
Recommendation: Approval 🗌 Non-Approval 🗌
Health Dept. Signature: Date: 0/12/2020
4. County Executive Review
Comments:
Commonto.
Action: Approval Approval
Executive Signature: 1100 Runser Date: 6/8/20

Revised 01/11/2001

# **Bylaws for Kenosha County Board of Health**

# Article 1: Name

**1.1** The name of this board shall be the Kenosha County Board of Health, hereinafter referred to as the Board.

# Article 2: Authority

**2.1** The Board is established pursuant to Wis. Stat. §§ 251.04(1) and 251.01(2)(a) and Kenosha County 1992 Resolution No. 150, later amended by 2008 Resolution 92. Under state law, the Board is the advisory and policy-making body for the Kenosha County Division of Health and shall advise the Kenosha County Division of Health.

**2.2** The Board adopts these Bylaws pursuant to its authority under Wis. Stat. § 251.04(3) to adopt regulations for its own guidance and for the local health department. The Board's Bylaws may be no less stringent than, and may not conflict with, state statutes and rules of the Wisconsin Department of Health Services ("DHS").

# **Article 3: Powers and Duties**

**3.1** The Board's powers and duties are established by state law and set forth in Wis. Stat. § 251.04 as may be amended from time to time.

# Article 4: Composition

**4.1** The composition of the Board members is prescribed in part by Wis. Stat. § 251.03. A local board of health shall consist of not more than 9 members, at least 3 shall not be elected officials or employees of the governing body. A good faith effort shall be made to appoint a registered nurse and a physician. Members of the local board of health shall reflect the diversity of the community.

**4.2** For Kenosha County, in addition to the above, member make up will consist of: one City of Kenosha appointed representative, one Kenosha County Board member, and the balance with efforts to recruit persons with backgrounds and appropriate education credentials in fields representing the social determinants of health, including, but not limited to law enforcement, mental health, housing, transit, and commerce, and persons with backgrounds in science or public health. Board members shall be current members in good standing of the professional associations representing their respective professions.

**4.3** The Kenosha County Executive shall appoint members to the Board of Health, subject to confirmation by the county board of supervisors. Upon any vacancy, names can be submitted to the County Executive who will make the final determination. The term of service on the Board of Health shall be for five years and the appointment to the Board shall provide for staggered terms as may be amended from time to time by State Statute.

**4.4** Board officers shall be elected by the Board at the Board's Annual Meeting in January of each year, or upon vacancy, and shall include a President and Vice-President. No one Board member can serve in the same officer role for more than three consecutive one-year terms.

**4.5** The President shall:

- a. Preside at all meetings of the full Board and enforce the parliamentary rules.
- b. Have the authority to vote on all matters, except as otherwise prohibited by law.

c. Call special meetings of the Board whenever there is enough business to come before the Board, upon written request of at least three (3) members of the Board, or upon written request of the Health Officer/Director.

d. Advise the Health Officer/Director, or their designee, on agenda preparation for the meetings.

e. Sign all papers and documents as required by law or as authorized by action of the Board.

f. Exercise such other powers as may be delegated by the Board.

g. The President, in consultation with the Vice-President, will designate a Board member to preside over meetings of the full Board, and enforce the parliamentary rules in the absence of the President and Vice-President.

**4.6** The Vice-President shall, in the absence of the President, serve in the capacity and assume the duties of the President, taking actions appropriate to fulfill said responsibilities.

**4.7** Committees which include non-Board members may be created by Board action with a simple majority vote. The size, membership, and responsibilities of these committees are determined by the Board. These committees may also be subject to the Open Meetings Law, Wis. Stat. § 19.81, *et. seq*.

**4.8** No member of the Board can bind the Board by word or action unless the Board has, in its capacity as advising body, designated such member as its agent for some specific purpose and for that purpose only.

4.9 Each Board member shall participate in orientation upon appointment.

a. Board of Health members are expected to become knowledgeable about the duties, operations, and functions of the Division of Health/Health Department through reading of materials, consultation with the Health Officer/Director, Health Department staff presentations, membership in the Wisconsin Association of Local Health Departments and Boards (WALHDAB), and, when available, participation in State of Wisconsin Department of Health Services training and/or conferences.

# Article 5: Meetings

**5.1** The Board shall hold its regular meetings as frequently as determined by the Board, but minimally quarterly. All meetings of the Board must abide by Wisconsin's Open Meetings Law, Wis. Stat. § 19.81, *et. seq.* 

**5.2** The Health Officer/Director, or their designee, shall prepare the agenda for the Board in consultation with, and at the direction of, the President. The order of business as specified on the Agenda for Board meetings may be changed at the discretion of the President.

5.3 Meetings will follow parliamentary procedure as contained in Robert's Rules of Order.

**5.4** Special meetings may be called either by the President, or, in the case of their absence, the Vice- President, by written request of at least three (3) members of the Board of Health or the Health Officer/Director. Special meetings must adhere to Wisconsin's Open Meetings Law, Wis. Stat. § 19.81, et. seq.

**5.5** In all cases, public notice of meetings shall be provided at a time and in a manner consistent with the requirements of Wisconsin's Open Meetings Law, Wis. Stat. § 19.81, *et. seq.* 

**5.6** All questions before the Board shall be decided by a majority vote of all members present; however, no meeting shall be counted as official unless a quorum of the members is present. A quorum shall be a majority of the members, or such a number as defined by the Board.

# Article 6: Attendance

**6.1** Board members are expected to provide notice to the Board, through the Health Officer/Director or their designee, if they are unable to attend Board meetings in writing at least 24 hours in advance of the meeting. Reasonable efforts will be made to schedule meetings during times that work for all Board members.

**6.2** Members of the Board may participate in a meeting by means of conference telephone/videoconference or similar communication equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this method shall constitute presence in person at such meeting.

**6.3** A Board member can send a designee to meetings in the member's place, if designated in writing at least 48 hours before the meeting. The designee is not able to vote on behalf of the Board member.

**6.4** Board members who miss four (4) meetings in a row or miss at least half of the meetings in a year may be referred to the County Board with a recommendation that the board member be removed from office under Wis. Stat. § 17.12.

# Article 7: Conflicts of Interest

**7.1** Board members shall avoid all conflicts of interest or the appearance of such conflicts. Most Board members have outside business and professional interests. Board members may not use their position on the Board to further their outside business or employment. Board members shall not accept any gifts, gratuities, trips, personal property, or other items of value from an outside person or organization as an inducement to do business or provide services. Board members shall not abuse their positions by using any services, staff, equipment or property for their personal or family use, or for the use of any organization they are affiliated with.

a. All Board members must complete the Kenosha County Ethics Code for Officials and Employees (Chapter 20) Statement of Economic Interest and Financial Disclosure annually.

b. A member who knowingly has a conflict of interest or believes they have a potential conflict of interest on any matter before the Board shall declare such conflict of interest prior to any discussion of the matter and shall refrain from any participation in discussion, debate, or voting on such matter.

c. The Board shall make a request for a confidential advisory opinion from the Kenosha County Corporation Counsel regarding whether an actual conflict of interest exists under the Kenosha County Ethics Code.

d. Any member who has reason to believe that another member has a potential conflict of interest shall state the potential conflict of interest to the Board, at which point the Board shall make a request for a confidential advisory opinion from the Kenosha County Corporation Counsel regarding whether an actual conflict of interest exists under the Kenosha County Ethics Code. If the Corporation Counsel determines that an actual conflict of interest exists, the member with the conflict shall refrain from any participation in discussion, debate or voting on the matter at issue.

# Article 8: Reimbursement for Expenses of Members of Board of Health

**8.1** Board members shall serve without compensation. Board members *may* be reimbursed for actual, necessary expense incurred in the performance of their duties, such as attendance at conferences or other meetings deemed necessary.

**Article 9: Review and Amendments** 

9.1 The Board shall review these Bylaws every two years.

**9.2** These Board Bylaws may be amended, when determined by the Board, by affirmative vote of a majority of all members of the Board, provided that a notice of the proposed changes be sent to each member at least two weeks before the meeting at which the bylaws are to be amended.

# Article 9: Effective Date

9.1 These Board Bylaws shall become effective and binding upon the Board of Health immediately upon their adoption.



# BOARD OF SUPERVISORS RESOLUTION NO.\_\_\_\_

Subject: Resolution Supporting the Con Outreach Act (The Act)	nmitment to Veterans Support and
Original X Corrected 2 <sup>nd</sup> Correction Resubr	nitted
Date Submitted:	Date Resubmitted:
Submitted by: Supervisors Andy Berg, John O'Day and Ronald Frederick	
Fiscal Note Attached	Legal Note Attached
Prepared by: Andy Berg	Signature: 7F6D491606424E8

**WHEREAS**, the number of Veteran suicides continues to rise nationwide, and approximately 14 out of 20 Veterans who currently die by suicide are not under United States Department of Veterans Affairs' (VA) care; and

**WHEREAS**, County Veteran Service Officers (CVSO) and Tribal Veteran Service Officers (TVSO) are often the first point of contact in the local community for Veteran's services, and these Officers provide assistance to Veterans regarding a wide range of benefits, including mental health services, service-connected disability and pension VA benefits, enrollment in VA healthcare, VA home loans, education benefits and available job placement assistance; and

WHEREAS, Veterans are not always aware of available benefits, and CVSOs/TVSOs are often the first to inform Veterans of their eligibility. CVSO's county employees are nationally accredited by the VA to prepare, present and prosecute VA claims, but currently there is no Federal funding available for CVSOs; and

WHEREAS, there is legislation pending in the U.S. Congress and U.S. Senate known as the "Commitment to Veteran Support and Outreach Act" (The Act). The Act also includes TVSOs. The Act authorizes the Secretary of Veterans Affairs to enter into contracts with States, and/or to awards grants to States to promote Veterans' health and wellness, prevent suicide, improve outreach to Veterans, support activities to assist in the development and submittal of claims (training), and to create new CVSO offices in states without CVSOs. If passed, the Act will authorize \$50 Million annually for five

years to support these initiatives, and to provide support to CVSO/TVSO offices who currently assist Veterans and their survivors with obtaining over \$50 Billion in VA benefits annually; and

**NOW THEREFORE BE IT RESOLVED,** that the Kenosha County Board of Supervisors hereby supports the passage of pending legislation in the United States Congress known as the *"Commitment to Veteran Support and Outreach Act"*; and

**BE IT FURTHER RESOLVED,** That the Kenosha County Clerk is hereby authorized and directed to forward a copy of this resolution to all Wisconsin Counties, the Kenosha County Veterans Service Officer, the County Veterans Service Officer Association (CVSOAWI), the State of Wisconsin Department of Veteran's Affairs (WDVA); the National Association of Counties (NACo), the National Association of County Veterans Service Officers (NACVSO), U.S. Congressman Bryan Steil, and U.S. Senators Tammy Baldwin and Ron Johnson.

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Respectfully Submitted: Kenosha County Supervisor Andy Berg

# HUMAN SERVICES COMMITTEE:

	Aye	<u>No</u>	<u>Abstain</u>	Excused
Docusigned by: Lawa Bulky DIESEFIT73F44	x			
Deseger773440 Laura Belsky, Chairman	X			
Andy Berg, Vice-Chairman	X			
Docusigned by: David (UUM	$\mathbf{X}$			
David Celebre	X			
Sandra Beth Eric Lecker	X			
Erin Decker Low Wirke Dostationaleentr	X			
Lon Wienke				

# KENOSHA COUNTY BOARD OF SUPERVISORS

# RESOLUTION NO.\_\_\_\_

Subject:	
Resolution to approve the appointment of	of Mr. Benjamin Harbach to the Kenosha
County Board of Administrative Appe	als
Original 🖾 Corrected 🗖	2nd Correction  Resubmitted
Date Submitted:	Date Resubmitted:
Submitted By:	
Human Services Committee	
Fiscal Note Attached	Legal Note Attached
Prepared By:	Signature
John T. Jansen	Am I Janan

WHEREAS, pursuant to County Executive Appointment 2020/21-11, the County Executive has appointed Mr. Benjamin Harbacy to serve on the Kenosha County Board of Administrative Appeals and,

WHEREAS, the Human Services Committee has reviewed the request of the County Executive for confirmation of his appointment of the above named to serve on the Kenosha County Board of Administrative Appeals and is recommending to the County Board the approval of this appointment,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors confirms the appointment of Mr. Benjamin Harbach to the Kenosha County Board of Administrative Appeals. Mr. Harbach's appointment shall be effective immediately and continue until the 30<sup>th</sup> Day of June 2023, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Mr. Harbach will serve without pay but will receive a per diem and will be succeeding himself.

HUMAN SERVICES COMMITTEE:		<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	Excused
Lawa BUSKY DEBRE 167/21643		$\mathbf{X}$			
Laura Belsky, Chairman					-
Andy Berg, Vice Chairman	E				Ц
Saudra Bell		X			
		_			
David Ulton		X			
					_
Eria Decker 508175278505468		X			
Jury Gulley		X			
lon Wienke		$\mathbf{k}$			
Lon Wienke					



# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE** Jim Kreuser, County Executive

1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600 Fax: (262) 653-2817

# **ADMINISTRATIVE PROPOSAL**

# **COUNTY EXECUTIVE APPOINTMENT 2020/21-11**

# **RE: KENOSHA COUNTY BOARD OF ADMINISTRATIVE APPEALS**

# TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in his judgment and based upon his qualifications, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Mr. Benjamin Harbach 900 100<sup>th</sup> Avenue Kenosha, WI 53144

to serve a three-year term on the Kenosha County Board of Administrative Appeals beginning immediately upon confirmation of the County Board and continuing until the 30<sup>th</sup> day of June, 2023, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

The Board of Administrative Appeals meets as needed. There have been no meetings held since Mr. Harbach's last appointment.

Mr. Harbach will serve without pay, but will receive a per diem. Mr. Harbach will be succeeding himself.

Respectfully submitted this 12<sup>th</sup> day of November, 2020.

im Greuser

Jim Kreuser Kenosha County Executive

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE JIM KREUSER

# **APPOINTMENT PROFILE** KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please type or print)
Name: Berjemin Richard Harbach First Middle Last Residence Address: 900-100 The Kenosky WI 53144
Residence Address: 900-100 Ave, Kenosky WI 53144
Previous Address if above less than 5 years:
Occupation: <u>Defined</u> Company Title
Business Address:
Telephone Number: Residence <u>762-859-1836</u> Business
Daytime Telephone Number: 262-859-1836
Mailing Address Preference: Business ( ) Residence (
Email Address:
Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes () No ( $\checkmark$ )
If yes, please attach a detailed document.
<u>Affiliations</u> : List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.
Current: Kenoska County work Force Development: Kenoska County Fair Bod & committee Village of Sumers Tructee, Somers Parade Committee ProT: Konoska County 4-H Lencier
To Wh of Simer's Planning Commercian, Toon of Somar Municipal Judge; Secultured Kenosha Commenter of Wiscons in provisitions Town of somer's chain where
Special Interests: Indicate organizations or activities in which you have a special interest

but may not have been actively involved.

Kenoska Running Chup

\*If more space is needed, please attach another sheet.

Kenosha County Commissions, Committees, & Boards Appointment Profile - Page 2

Nominee's Supervisory District #19

Governmental Services: List services with any governmental unit.

<u>Additional Information:</u> List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc.

<u>Conflict Of Interest:</u> It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Benjam 12. Harbech Signature of Nominee

October 21 2020

Date

Please Return To: Kenosha County Executive 1010 – 56th Street Kenosha, WI 53140

(For Office Use Only)

Appointed To:		
Comr	nission/Committee/Board	
Term: Beginning	Ending	
Confirmed by the Kenosha County	Board on:	
New Appointment	Reappointment	
	Previous Terms:	

# KENOSHA COUNTY

BOARD OF SUPERVISORS

# RESOLUTION NO.\_\_\_\_\_

Subject:	
Resolution to approve the appointment c	of Mr. Charles Burmeister to the Kenosha
County Veterans Service Commissior	
Original ⊠ Corrected □	2nd Correction  Resubmitted
Date Submitted:	Date Resubmitted:
Submitted By:	
Human Services Committee	
Fiscal Note Attached 🛛	Legal Note Attached
Prepared By:	&ignature.
John T. Jansen	Un 1 stinden
	4/ //

WHEREAS, pursuant to County Executive Appointment 2020/21-13, the County Executive has appointed Mr. Charles Burmeister to serve on the Kenosha County Veterans Service Commission and,

WHEREAS, the Human Services Committee has reviewed the request of the County Executive for confirmation of his appointment of the above named to serve on the Kenosha County Veterans Service Commission and is recommending to the County Board the approval of this appointment,

NOW, THEREFORE, BE IT RESOLVED that the Kenosha County Board of Supervisors confirms the appointment of Mr. Charles Burmeister to the Kenosha County Veterans Service Commission. Mr. Burmeister's appointment shall be effective immediately and continue until the 31<sup>st</sup> Day of December 2022, or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors. Mr. Burmeister will serve without pay but will receive a per diem and will be succeeding himself.

HUMAN SERVICES COMMITTEE:	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	Excused
Lawa Bulsky	X			
Laura Belsky, Chairman	X			
Andy Berg, Vice Chairman	X			
Sandra Beth	X			
Docusigned by: Exit Decen	X			
Sourcestand by:	X			
Jerry Gulley Deceloped by: Un Winke Deceloped by: Decelope	Х			
Lon Wienke				



# COUNTY OF KENOSHA

**OFFICE OF THE COUNTY EXECUTIVE** Jim Kreuser, County Executive 1010 – 56<sup>th</sup> Street, Third Floor Kenosha, Wisconsin 53140 (262) 653-2600 Fax: (262) 653-2817

# **ADMINISTRATIVE PROPOSAL**

# **COUNTY EXECUTIVE APPOINTMENT 2020/21-13**

# **RE: KENOSHA COUNTY VETERANS SERVICE COMMISSION**

# TO THE HONORABLE KENOSHA COUNTY BOARD OF SUPERVISORS:

Placing special trust in his judgment and based upon his qualifications, I hereby submit to the Honorable Kenosha County Board of Supervisors for its review and approval the name of

Mr. Charles Burmeister 2217 11<sup>th</sup> Street Kenosha, WI 53140

to serve on the Kenosha County Veterans Service Commission beginning immediately upon confirmation of the County Board and continuing until the 31<sup>st</sup> day of December, 2022 or until a successor is appointed by the County Executive and confirmed by the Kenosha County Board of Supervisors.

Since his last appointment, Mr. Burmeister has attended 12 out of the 12 meetings held.

Mr. Burmeister will serve without pay, but will receive a per diem. Mr. Burmeister will be succeeding himself.

Respectfully submitted this 12<sup>th</sup> day of November, 2020.

in Greuser

Jim Kreuser Kenosha County Executive

# COUNTY OF KENOSHA OFFICE OF THE COUNTY EXECUTIVE JIM KREUSER

# APPOINTMENT PROFILE KENOSHA COUNTY COMMISSIONS, COMMITTEES, & BOARDS

(Please	type or print)			
Name:	Charles Jame	s Burmeister		
	First	Middle	Last	
Resider	nce Address: 2	217 11th Street, Kenosha,	WI	
Previou	s Address if at	ove less than 5 years:		
Occupa	tion: Retired			
		Company	Title	
Busines	ss Address:			
Telepho	one Number: F	esidence 262-553-9580	Business	
Daytim	e Telephone N	umber: Same		
Mailing	Address Prefe	rence: Business ()	Residence ( 🖌 )	
Email A	Address: Cbur	meister2@wi.rr.com		

Do you or have you done business with any part of Kenosha County Government in the past 5 years? Yes ( )  $No(\checkmark)$ 

If yes, please attach a detailed document.

<u>Affiliations</u>: List affiliations in all service groups, public service organizations, social or charitable groups, labor, business or professional organization, and indicate if it was a board or staff affiliation.

None

÷.)

<u>Special Interests</u>: Indicate organizations or activities in which you have a special interest but may not have been actively involved.

Veterans Activities & Bonefits

\*If more space is needed, please attach another sheet.

Kenosha County Commissions, Committees, & Boards **Appointment Profile - Page 2** 

Nominee's Supervisory District  $\frac{4}{5}$ 

Governmental Services: List services with any governmental unit.

Kenosha County Veterans Service Commission

Additional Information: List any qualifications or expertise you possess that would benefit the Board, Committee, Commission, etc.

Member of several veterans organizations. Former Post Commander

<u>Conflict Of Interest</u>: It would be inappropriate for you, as a current or prospective appointee, to have a member of your immediate family directly involved with any action that may come under the inquiry or advice of the appointed board, commission, or committee. A committee member declared in conflict would be prohibited from voting on any motion where "direct involvement" had been declared and may result in embarrassment to you and/or Kenosha County.

Signature of Nominee

10-1-2020 Date

Please Return To: Kenosha County Executive 1010 - 56th Street Kenosha, WI 53140

(For Office Use Only)

Appointed To:							
Commission/Committee/Board							
Term: Beginning	Ending						
Confirmed by the Kenosha County B	oard on:						
New Appointment	Reappointment						
	Previous Terms.						

Kenosha



County

# **BOARD OF SUPERVISORS**

RESOLUTION NO. 62

Subject: CITIZEN VIRTUAL COMMENTS								
Original 🕱	Corrected D	2nd Correction D	Resubmitted D					
Date Submitted	: 11/20/2020	1	Date Resubmitted:					
Submitted By: T	erry W. Rose							
Fiscal Note Atta	ched 🗆		Legal Note Attached D					
Prepared By: -	Terry W. Rose	)	Signature: They & RAR					

Whereas, the Kenosha County Board of Supervisors commenced virtual meetings on November 17, 2020

And

Whereas, only written citizen comments are currently allowed at virtual meetings of the board,

And

Whereas, the Kenosha Unified School Board allows virtual citizen comments,

Whereas, virtual citizen comments are a better way of hearing from the general public than written comments

And

Whereas, virtual citizen comments encourages citizen input on the important issues facing the public and the government response to those issues,

Now, therefore be it resolved that the Kenosha County Board of Supervisors allow virtual citizen comments and the County IT Department is instructed to implement virtual citizen comments.

Supervisor Terry W. Rose

Sponsored by:

Supervisor Terry W. Rose

Co-sponsored by:--> Supervisor Zach Rodriguez

# AMENDMENTS MADE TO RESOLUTION 62 – THAT WERE PRESENTED AND VOTED ON BY THE LEGISLATIVE COMMITTEE AT THE DECEMBER 15, 2020 MEETING.

STARTING AT THE FINAL PARAGRAPH, strike the period, replace it with a semi colon and the word "and" and then add:

BE IT FURTHER RESOLVED that the County Board desires that citizen comments be fully virtual, permitting citizens to provide such comments from any location through a personal device; and

BE IT FURTHER RESOLVED that in order to effectuate this system, citizens wishing to provide a comment virtually, rather than in writing, must register with the County Clerk by 5:00 PM on the day prior to the Board meeting, so that appropriate preparations can be made; and

BE IT FURTHER RESOLVED that such virtual citizen comments shall continue for the period of time that the County Board is meeting virtually and shall end when the Board resumes meeting in-person.

#### AMENDED RESOLUTION PASSED AT COMMITTEE UNANIMOUSLY.

Berg - Aye Nordigian - Aye Frederick - Aye Wienke - Aye Kubicki - Aye Beth - Aye Mauer - Aye



**COUNTY OF KENOSHA** 

Division of Planning & Development

Andy M. Buehler, Director Division of Planning & Development 19600 75<sup>th</sup> Street, Suite 185-3 Bristol, WI 53104-9772 (262) 857-1895

# MEMORANDUM

Communication to Kenosha County Board of Supervisors (For Informational Purposes Only)

As required by Section 59.69(2)(e), the following report is being made on the petitions to the **January 13, 2021** Planning, Development & Extension Education Committee meeting that have been filed in the Kenosha County Clerk & Kenosha County Planning & Development Offices for future consideration by the County Board.

- HCP2 LLC, 1412 136<sup>th</sup> Ave., Union Gove, WI 53182 (Owner), Jeff Badtke, 1412 136<sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requests an amendment to the Adopted Land Use Plan map for Kenosha County: 2035 (map 65 of the comprehensive plan) from "Farmland Protection", "General Agricultural & Open Land" & "SEC" to "General Agricultural & Open Land", "Rural-Density Residential" & "SEC" on Tax Parcel #30-4-220-324-0102, located in the southeast ¼ of Section 32, T2N, R20E, Town of Brighton.
- HCP2 LLC, 1412 136<sup>th</sup> Ave., Union Grove, WI 53182 (Owner), Jeff Badtke, 1412 136<sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requesting a rezoning from A-1 Agricultural Preservation Dist. & C-2 Upland Resource Conservancy Dist. to A-2 General Agricultural Dist., R-1 Rural Residential Dist. & C-2 Upland resource Conservancy Dist. on Tax Parcel #30-4-220-324-0102, located in the southeast ¼ of Section 32, T2N, R20E, Town of Brighton.
- 3. HCP2 LLC, 1412 136<sup>th</sup> Ave., Union Grove, WI 53182 (Owner), Jeff Badtke, 1412 136<sup>th</sup> Ave., Union Grove, WI 53182 (Agent), requesting a Certified Survey Map on Tax Parcel #30-4-220-324-0102, located in the southeast ¼ of Section 32, T2N, R20E, Town of Brighton.
- 4. ROSE C. SANTUCCI TRUST, 26840 W W STA, Antioch, IL 60002 & CAROLINE H. DONNELLY FARM LIVING TRUST, 5223 N. Magnolia Ave., Chicago IL 60640-2202 (Owners), Planning, Development & Extension Education Committee, 19600 75th Street, Suite 185-3, Bristol, WI 53104 (Sponsor), requesting an amendment of the shoreland district boundary on Tax Parcel #s 60-4-119-274-0611 & 60-4-119-271-0200 located in the E ½ of Section 27, T1N, R19E, Town of RandalI.
- 5. Approval of Minutes
- 6. Citizens Comments
- 7. Any Other Business Allowed by Law
- 8. Adjournment

Sincerely,

Tidy M. Dueller

ANDY M. BUEHLER, Director Division of Planning & Development

ATT COUNTY INCOM	COUNTY OF KENOSHA COUNTY CLERK
Encoline 198	Regi Bachochin         Receive         1010 - 56th Street           DFC - 7 2020         (262) 653-2552           Fax: (262) 653-2564
	1 tule_
	CLAIM AGAINST KENOSHA COUNTY
	ADDRESS 24523 85th PLACE DATE 2/3/1220
	TELEPHONE NUMBER: Home: 815245 Low U
	Work:
	DATE & TIME OF ACCIDENT OR LOSS $11/28/20$
	LOCATION OF ACCIDENT Warren Close Bark park
	DESCRIPTION OF ACCIDENT OR LOSS 1 WAD leaving the farcing the spot and when I pulled at the metal pole that hads the parking block in the spot was sticking out and ripped my anyper off
	WITNESS: Name Address Phone Phone Address Phone Address Addres
	AMOUNT OF CLAIM (damages) \$ 1158.28
	CLAIMANT'S SIGNATURE Burg b
	Please attach receipts, estimates, and/or other supporting data to this form.
	RETURN THIS FORM TO: KENOSHA COUNTY CLERK 1010 – 56 <sup>th</sup> STREET KENOSHA WI 53140

Savar	Leke
Faller	Browney

# SILVER LAKE AUTO BODY INC.

WE TREAT YOUR CAR LIKE OUR OWN 1205 n pryor st., Silver Lake, WI 53170 Phone: (262) 889-8200 FAX: (262) 889-8212

Workfile ID: PartsShare:

License Number:

Federal ID:

06b4159a 64рМЈу

20 3354056 State ID: 456-1025308466-03 427854

			Job Number	
Customer: Anderson, Britta	-		JOD NUMDER	
	Written By: E	RIN G		
nsured: Anderson, Brittany	Policy #:	Claim #:		
Type of Loss:	Date of Loss:	Days to Repair:	0	
Point of Impact: 12 Front				
)wner:	Inspection Location:	Insurance Cor	npany:	
nderson, Brittany	SILVER LAKE AUTO BODY I	NC.		
815) 245-6611 Cell	1205 n pryor st.			
	Silver Lake, WI 53170			
	Repair Facility			
	(262) 889-8200 Business			
	VEHIC			
	VENIC			
017 NISS Rogue SL FWD 4D UTV 4-2	.5L Gasoline Sequential MPI GRAY			
IN: 5N1AT2MT8HC853098	Interior Color:	Mileage In:	Vehicle Out:	
icense:	Exterior Color: GRAY	Mileage Out:		
tate: WI	Production Date:	Condition: Excellent	Job #:	
TRANSMISSION	Intermittent Wipers	AM Radio	Blind Spot Detection	
TRANSMISSION Automatic Transmission	Intermittent Wipers Tilt Wheel	AM Radio FM Radio	Blind Spot Detection ROOF	
Automatic Transmission	Tilt Wheel		ROOF	
Automatic Transmission POWER	Tilt Wheel Cruise Control	FM Radio Stereo		
Automatic Transmission	Tilt Wheel Cruise Control Rear Defogger	FM Radio	ROOF Luggage/Roof Rack	
Automatic Transmission <b>POWER</b> Power Steering	Tilt Wheel Cruise Control	FM Radio Stereo Search/Seek	ROOF Luggage/Roof Rack SEATS	
Automatic Transmission <b>POWER</b> Power Steering Power Brakes	Tilt Wheel Cruise Control Rear Defogger Keyless Entry	FM Radio Stereo Search/Seek CD Player	ROOF Luggage/Roof Rack SEATS Bucket Seats	
Automatic Transmission <b>POWER</b> Power Steering Power Brakes Power Windows	Tilt Wheel Cruise Control Rear Defogger Keyless Entry Alarm	FM Radio Stereo Search/Seek CD Player Auxiliary Audio Connection	ROOF Luggage/Roof Rack SEATS Bucket Seats Leather Seats	
Automatic Transmission <b>POWER</b> Power Steering Power Brakes Power Windows Power Locks	Tilt Wheel Cruise Control Rear Defogger Keyless Entry Alarm Message Center	FM Radio Stereo Search/Seek CD Player Auxiliary Audio Connection Satellite Radio	ROOF Luggage/Roof Rack SEATS Bucket Seats Leather Seats Heated Seats	
Automatic Transmission <b>POWER</b> Power Steering Power Brakes Power Windows Power Locks Power Mirrors	Tilt Wheel Cruise Control Rear Defogger Keyless Entry Alarm Message Center Steering Wheel Touch Controls	FM Radio Stereo Search/Seek CD Player Auxiliary Audio Connection Satellite Radio <b>SAFETY</b>	ROOF Luggage/Roof Rack SEATS Bucket Seats Leather Seats Heated Seats WHEELS	
Automatic Transmission <b>POWER</b> Power Steering Power Brakes Power Windows Power Locks Power Mirrors Heated Mirrors	Tilt Wheel Cruise Control Rear Defogger Keyless Entry Alarm Message Center Steering Wheel Touch Controls Rear Window Wiper	FM Radio Stereo Search/Seek CD Player Auxiliary Audio Connection Satellite Radio <b>SAFETY</b> Drivers Side Air Bag	ROOF Luggage/Roof Rack SEATS Bucket Seats Leather Seats Heated Seats WHEELS Aluminum/Alloy Wheels	
Automatic Transmission <b>POWER</b> Power Steering Power Brakes Power Windows Power Locks Power Locks Power Mirrors Heated Mirrors Power Driver Seat	Tilt Wheel Cruise Control Rear Defogger Keyless Entry Alarm Message Center Steering Wheel Touch Controls Rear Window Wiper Telescopic Wheel	FM Radio Stereo Search/Seek CD Player Auxiliary Audio Connection Satellite Radio <b>SAFETY</b> Drivers Side Air Bag Passenger Air Bag	ROOF Luggage/Roof Rack SEATS Bucket Seats Leather Seats Heated Seats WHEELS Aluminum/Alloy Wheels PAINT	
Automatic Transmission <b>POWER</b> Power Steering Power Brakes Power Windows Power Locks Power Mirrors Heated Mirrors Power Driver Seat Memory Package	Tilt Wheel Cruise Control Rear Defogger Keyless Entry Alarm Message Center Steering Wheel Touch Controls Rear Window Wiper Telescopic Wheel Heated Steering Wheel	FM Radio Stereo Search/Seek CD Player Auxiliary Audio Connection Satellite Radio <b>SAFETY</b> Drivers Side Air Bag Passenger Air Bag Anti-Lock Brakes (4)	ROOF Luggage/Roof Rack SEATS Bucket Seats Leather Seats Heated Seats WHEELS Aluminum/Alloy Wheels PAINT Clear Coat Paint	
Automatic Transmission <b>POWER</b> Power Steering Power Brakes Power Windows Power Locks Power Mirrors Heated Mirrors Power Driver Seat Memory Package <b>DECOR</b>	Tilt Wheel Cruise Control Rear Defogger Keyless Entry Alarm Message Center Steering Wheel Touch Controls Rear Window Wiper Telescopic Wheel Heated Steering Wheel Climate Control	FM Radio Stereo Search/Seek CD Player Auxiliary Audio Connection Satellite Radio <b>SAFETY</b> Drivers Side Air Bag Passenger Air Bag Anti-Lock Brakes (4) 4 Wheel Disc Brakes	ROOF Luggage/Roof Rack SEATS Bucket Seats Leather Seats Heated Seats WHEELS Aluminum/Alloy Wheels PAINT Clear Coat Paint OTHER	
Automatic Transmission <b>POWER</b> Power Steering Power Brakes Power Windows Power Windows Power Locks Power Drivers Heated Mirrors Power Driver Seat Memory Package <b>DECOR</b> Dual Mirrors Privacy Glass	Tilt Wheel Cruise Control Rear Defogger Keyless Entry Alarm Message Center Steering Wheel Touch Controls Rear Window Wiper Telescopic Wheel Heated Steering Wheel Climate Control Navigation System	FM Radio Stereo Search/Seek CD Player Auxiliary Audio Connection Satellite Radio <b>SAFETY</b> Drivers Side Air Bag Passenger Air Bag Anti-Lock Brakes (4) 4 Wheel Disc Brakes Traction Control	ROOF Luggage/Roof Rack SEATS Bucket Seats Leather Seats Heated Seats WHEELS Aluminum/Alloy Wheels PAINT Clear Coat Paint OTHER Fog Lamps	
Automatic Transmission <b>POWER</b> Power Steering Power Brakes Power Windows Power Locks Power Locks Power Mirrors Heated Mirrors Power Driver Seat Memory Package <b>DECOR</b> Dual Mirrors	Tilt Wheel Cruise Control Rear Defogger Keyless Entry Alarm Message Center Steering Wheel Touch Controls Rear Window Wiper Telescopic Wheel Heated Steering Wheel Climate Control Navigation System Backup Camera	FM Radio Stereo Search/Seek CD Player Auxiliary Audio Connection Satellite Radio <b>SAFETY</b> Drivers Side Air Bag Passenger Air Bag Anti-Lock Brakes (4) 4 Wheel Disc Brakes Traction Control Stability Control	<ul> <li>ROOF</li> <li>Luggage/Roof Rack</li> <li>SEATS</li> <li>Bucket Seats</li> <li>Leather Seats</li> <li>Heated Seats</li> <li>WHEELS</li> <li>Aluminum/Alloy Wheels</li> <li>PAINT</li> <li>Clear Coat Paint</li> <li>OTHER</li> <li>Fog Lamps</li> <li>Rear Spoiler</li> </ul>	
Automatic Transmission <b>POWER</b> Power Steering Power Brakes Power Windows Power Locks Power Mirrors Heated Mirrors Power Driver Seat Memory Package <b>DECOR</b> Dual Mirrors Privacy Glass Console/Storage	Tilt Wheel Cruise Control Rear Defogger Keyless Entry Alarm Message Center Steering Wheel Touch Controls Rear Window Wiper Telescopic Wheel Heated Steering Wheel Climate Control Navigation System Backup Camera Surround View Camera	FM Radio Stereo Search/Seek CD Player Auxiliary Audio Connection Satellite Radio <b>SAFETY</b> Drivers Side Air Bag Passenger Air Bag Anti-Lock Brakes (4) 4 Wheel Disc Brakes Traction Control Stability Control Front Side Impact Air Bags	<ul> <li>ROOF</li> <li>Luggage/Roof Rack</li> <li>SEATS</li> <li>Bucket Seats</li> <li>Leather Seats</li> <li>Heated Seats</li> <li>WHEELS</li> <li>Aluminum/Alloy Wheels</li> <li>PAINT</li> <li>Clear Coat Paint</li> <li>OTHER</li> <li>Fog Lamps</li> <li>Rear Spoiler</li> <li>Signal Integrated Mirrors</li> </ul>	

# **Customer: Anderson, Brittany**

**Job Number:** 

2017 NISS Rogue SL FWD 4D UTV 4-2.5L Gasoline Sequential MPI GRAY

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	FRONT BUM	PER & G	RILLE					
2			O/H bumper assy				3.2	
3	** <>	Repl	A/M CAPA Bumper cover	620226FL0H	1	374.00	Incl.	2.6
4			Add for Clear Coat					1.0
5			Add for fog lamps				0.3	
6	FENDER							
7	**	Repl	A/M CAPA RT Fender liner to 11/2016	638426FL0A	1	83.00	0.3	
8	**	Repl	A/M CAPA LT Fender liner to 11/2016	638436FL0A	1	83.00	0.3	
9	#	Subl	Hazardous waste removal		1	3.50 T		
10	#	Repl	Flex additive		1	9.00 T		
				SUBTOTALS		552.50	4.1	3.6

#### ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				540.00
Body Labor	4.1 hrs	0	\$ 54.00 /hr	221.40
Paint Labor	3.6 hrs	0	\$ 54.00 /hr	194.40
Paint Supplies	3.6 hrs	0	\$ 36.00 /hr	129.60
Miscellaneous				12.50
Subtotal				1,097.90
Sales Tax	\$ 1,097.90	@	5.5000 %	60.38
Grand Total				1,158.28
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				1,158.28

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.

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.



# **COUNTY OF KENOSHA**

Regi Bachochin

COUNTY CLERK

1010 - 56th Street Kenosha WI 53140 (262) 653-2552 Fax: (262) 653-2564

# CLAIM AGAINST KENOSHA COUNTY

FULL NAME	Emily Bruno			DATE December 8, 2020
ADDRESS		venue, Kenos	ha, WI 53142	
TELEPHONE	NUMBER:	Home:	262-818-429	5
		Work:		
DATE & TIM	e of accidi	ENT OR LOSS	November 15, 2	2020 at 11:25AM
LOCATION C	)F ACCIDEN'	T Washi	ngton Road (38	th Street; Highway S),
		just e	ast of Highway	EA.
DESCRIPTIO	N OF ACCID	ENT OR LOSS	While driving	west on Washington Road
				lized so it had shifted from
the edge of the	e road (the roa	ad is under con	struction so ther	e is no proper shoulder) into
the driving lan	e. Since the co	onstruction barr	ier was left unst	ablized, it was shifting in the
wind and it kno	ocked into the	passenger side	e mirror of my ca	ar while I drove past. The wind
was extreme	ly high that da	ay (the Nation	al Weather Se	rvice climate data is
attached). Th	e constructio	n barrier shou	ild have been s	stablized by either sand
bags or not p	ositioned so	close to the di	riving lane.	
Description c	ontinued on s	separate page		
WITNESS:	Name			
	Address			
		×		
	Phone			
AMOUNT OF		ages) \$ 871.	64	
	•	ex n	Bur	
		. /		g data to this form.
	-	C	OUNTY CLER	-
		$1010 - 56^{\text{TH}} \text{ ST}$	REET	
		KENOSHA W	VI 53140	

# Claim against Kenosha County

# Description of Accident or Loss Continued:

This construction on Washington Road (38<sup>th</sup> Street/Highway S) is a Kenosha County project. I have attached the two most recent project updates for County Highway S provided by Kenosha County. These updates are dated November 11, 2020 and December 2, 2020. This accident occurred on November 15, 2020. According to the project updates, Highway S was open for active traffic. There were no scheduled day time closures. The County should have made sure that the construction barriers were positioned safely away from the available traffic lanes so no issues would arise.

I have attached estimates from three different local auto repair businesses. I ask that the County pay for full cost of the required repair from this incident.

Emily Bruno 12-8-2020

# Explanation of the Preliminary Monthly Climate Data (F6) Product

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <u>http://www.ncdc.noaa.gov</u>.

# WFO Monthly/Daily Climate Data

CF	US53 6MKE				CLIM	ATOLO	OGICAL	DATA	A (WS	FORM	4: F	-6)						
	M Y I							MONT YEAR LAT		E:	NOVEI 2020 42	AUKEE MBER 57 N 54 W	WI					
	TEMPI	ERATU	JRE	IN F			PCPN:		SNOW:	WIN			:SUNS	SHINE	: SK		:PK V	
1	2	3	4	5	6A	===== 6B	7	8	9 12Z	10	11	==== 12 2MIN	13	14	15	16	17	==== 18
DY	MAX						WTR		DPTH	SPD	SPD	DIR	MIN	PSBL			SPD	
==	= <b>=</b> == 52	32	42	-4	23		0.00	0.0		19.7				 M	<b></b>		49	
2	53	28	41	-4	24		0.00	0.0		11.4				М	4	-		230
3	71	39	55	10	10		0.00	0.0		10.6				M	0	8		250
4 5	73 71	51 54	62 63	18 19	3 2		0.00 0.00	0.0	0			220 220		M M	1 4			210 240
6	74	49	62	18	3		0.00	0.0	0			230		M	5			240
7	74	54	64	21	1		0.00	0.0	0			220		М	2			240
8	69	52	61	18	4	0	0.00	0.0	0			210		Μ	5			240
9	76	63	70	28	0		0.00	0.0	0			200		М	6			200
10	74	40	57	15	8		0.44	0.0	0			200		M	7	138		220
11 12	47 55	36 35	42 45	1 4	23 20		0.00 0.00	0.0	0			260 190		M M	3 5			240 170
13	47	29	38	-2	27		0.00	с. с Т	0			300		M	5	1		300
14	48	26	37	-3	28		0.14	0.0	0			160		M	6	1		150
15	54	34	44	5	21	0	0.07	0.0	0	18.8	3 33	270	Μ	Μ	9	1	51	280
16	45	31	38	-1	27		0.00	0.0	0			320		М	5			310
17	41	27	34	-4	31		0.00	0.0	0			310		M	4			340
18 19	51 64	34 48	43 56	5 19	22 9		0.00 0.00	0.0	0			190 220	M M	M M	8 7		35 47	190 210
20	58	38	48	11	17		0.00	0.0	0			300	M	M	5			300
21	45	33	39	3	26		0.00	0.0	0	3.5		100		M	6		12	80
22	47	36	42	6	23		0.00	0.0	0		5 17			Μ	9			270
23	46	33	40	5	25		0.00	0.0	0			300		Μ	3			300
24	43	33	38	3	27		0.53	Т	0			140		М		14		130
25 26	45 47	43	44	10 10	21 21		0.67 0.00	0.0	0		5 15	40 220	M M	M M	10 9	Ţ	20	40 220
26 27	47	41 32	44 39	10	21		0.00	0.0	0			220		M	5			220
28	51	29	40	7	25		0.00	0.0	0			230		M	1			230
29		36	44	12	21		0.00	0.0		11.6				М	5			360
30	36	29	33	1	32	0	Т	Т	0	16.1	L 24	340	Μ	Μ	10		36	320

SM 1653 1145 550	5 1.86 T 336.2 M 164
AV 55.1 38.2	11.2 FASTST         M         5         MAX(MPH)           MISC        >         51         200         79         220
NOTES: # LAST OF SEVERAL OCCUR	
COLUMN 17 PEAK WIND IN	М.Р.Н.
PRELIMINARY LOCAL CLIMA	TOLOGICAL DATA (WS FORM: F-6) , PAGE 2
	STATION: MILWAUKEE WI MONTH: NOVEMBER YEAR: 2020 LATITUDE: 42 57 N LONGITUDE: 87 54 W
[TEMPERATURE DATA]	[PRECIPITATION DATA] SYMBOLS USED IN COLUMN 16
DPTR FM NORMAL: 7.6	TOTAL FOR MONTH: 1.86 DPTR FM NORMAL: -0.85 GRTST 24HR 0.84 ON 24-25 SNOW, ICE PELLETS, HAIL GRTST 24HR T ON 13-13 GRTST DEPTH: 0 GRTST DEPTH: 0 TOTAL MONTH: T GRTST 24HR T ON 13-13 GRTST DEPTH: 0 TOTAL MONTH: C GRTST DEPTH: 0 TOTAL MONTH: C TOTAL MONTH: C GRTST DEPTH: 0 TOTAL MONTH: C GRTST DEPTH: 0 TOTAL MONTH: C GRTST DEPTH: 0 TOTAL MONTH: C TOTAL MONTH: C GRTST DEPTH: 0 TOTAL MONTH: C
[NO. OF DAYS WITH]	[WEATHER - DAYS WITH] 9 = BLOWING SNOW X = TORNADO
MAX 90 OR ABOVE: 0 MIN 32 OR BELOW: 9	0.01 INCH OR MORE: 6 0.10 INCH OR MORE: 4
[HDD (BASE 65) ] TOTAL THIS MO. 550 DPTR FM NORMAL -230 TOTAL FM JUL 1 1151 DPTR FM NORMAL -216	PTCLDY (SCALE 4-7) 18
[CDD (BASE 65) ] TOTAL THIS MO. 5 DPTR FM NORMAL 5 TOTAL FM JAN 1 938 DPTR FM NORMAL 297	HIGHEST SLP 30.58 ON 21
[REMARKS] #FINAL-11-20#	

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - <u>http://www.ncdc.noaa.gov</u>.

# **Climatological Report (Daily)**

356 CDUS43 KMKX 160644 CLIMKE

CLIMATE REPORT NATIONAL WEATHER SERVICE IN MILWAUKEE 1244 AM CST MON NOV 16 2020

....THE MILWAUKEE WI CLIMATE SUMMARY FOR NOVEMBER 15 2020...

CLIMATE NORMAL PERIOD 1981 TO 2010 CLIMATE RECORD PERIOD 1871 TO 2020

WEATHER ITEM	VALUE	(LS	T)	VALUE		VALUE	FROM NORMAL	YEAR
TEMPERATURE (F YESTERDAY			•••	• • • • • • • •		• • • • • • • •	• • • • • • • • • • •	• • • • • • • • •
	54	544	AM		1990 1953		8	42
	34	1159	ΡM			32		20
	44					39	5	31
PRECIPITATION YESTERDAY MONTH TO DAT SINCE SEP 1 SINCE JAN 1	0.0 E 0.60 6.28	5 3		1.28	1960	1.36 7.19	-0.02 -0.70 -0.91 6.29	0.72 14.23
SNOWFALL (IN) YESTERDAY MONTH TO DAT SINCE SEP 1 SINCE JUL 1 SNOW DEPTH	E T 0.1 0.1			1.5	1940	0.4 0.7	0.0 -0.4 -0.6 -0.6	7.2 13.3
DEGREE DAYS HEATING YESTERDAY MONTH TO DAT SINCE SEP 1 SINCE JUL 1	E 197 795					336 895	-5 -139 -100 -123	519 1008
COOLING YESTERDAY MONTH TO DAT SINCE SEP 1 SINCE JAN 1	E 5 75					0 0 76 641	0 5 -1 297	0 0 121 727

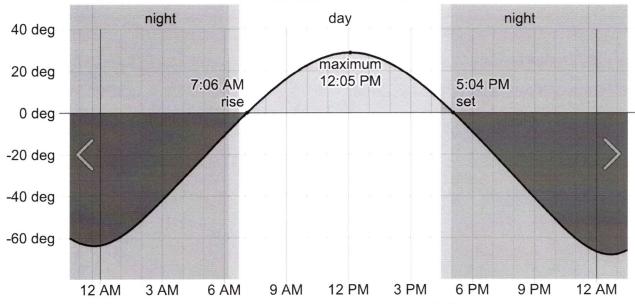
WIND (MPH) HIGHEST WIND SPEED 33 HIGHEST WIND DIRECTION HIGHEST GUST SPEED 51 HIGHEST GUST DIRECTION AVERAGE WIND SPEED 18.8	W (270) W (280)
SKY COVER POSSIBLE SUNSHINE MM AVERAGE SKY COVER 0.9	
WEATHER CONDITIONS THE FOLLOWING WEATHER WAS RECORDED YESTERDAY. LIGHT RAIN FOG	
RELATIVE HUMIDITY (PERCENT) HIGHEST 89 200 AM LOWEST 51 400 PM AVERAGE 70	
THE MILWAUKEE WI CLIMATE NORMALS FOR TODAY NORMAL RECORD YEAR MAXIMUM TEMPERATURE (F) 46 70 1931 MINIMUM TEMPERATURE (F) 32 4 1959	
SUNRISE AND SUNSET NOVEMBER 16 2020SUNRISE 646 AM CST SUNSET 4 NOVEMBER 17 2020SUNRISE 647 AM CST SUNSET 4	
- INDICATES NEGATIVE NUMBERS. R INDICATES RECORD WAS SET OR TIED. MM INDICATES DATA IS MISSING. T INDICATES TRACE AMOUNT.	

The U.S. Naval Observatory (USNO) data is currently unavailable. The links provided are from other US Government sources. When USNO data is returned to service, the links will be updated.



Average Weather on November 15 in Kenosha, Wisconsin, United States - Weather Spark

Lunar Elevation on November 15, 2020

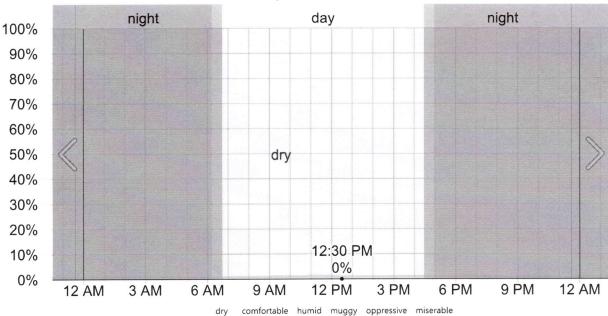


Elevation of the center of the Moon above (positive) or below (negative) the horizon (black line). Civil twilight and night are indicated by shaded overlays.

#### Humidity

We base the humidity comfort level on the dew point, as it determines whether perspiration will evaporate from the skin, thereby cooling the body. Lower dew points feel drier and higher dew points feel more humid. Unlike temperature, which typically varies significantly between night and day, dew point tends to change more slowly, so while the temperature may drop at night, a muggy day is typically followed by a muggy night.

Muggy conditions are essentially unheard-of in Kenosha on November 15.



60°F

Humidity Comfort Levels on November 15

The percentage of time spent at various humidity comfort levels, categorized by dew point. Civil twilight and night are indicated by shaded overlays.

70°F

75°F

65°F

#### Wind

This section discusses the wide-area hourly average wind vector (speed and direction) at 10 meters above the ground. The wind experienced at any given location is highly dependent on local topography and other factors, and instantaneous wind speed and direction vary more widely than hourly averages.

The average hourly wind speed in Kenosha on November 15 varies throughout the day, with a daily average of 14.4 miles per hour.

55°F

The windiest time of day is around 12:45 PM, with an average hourly wind speed of 15.4 miles per hour, mostly staying between 10.6 miles per hour and 19.9 miles per hour, and rarely falling below 7.1 miles per hour or exceeding 24.3 miles per hour.

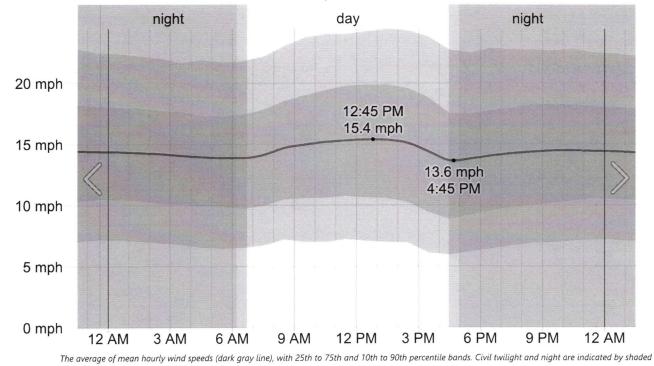
The calmest time of day is around 4:45 PM, with an average hourly wind speed of 13.7 miles per hour, mostly staying between 8.9 miles per hour and 17.5 miles per hour, and rarely falling below 6.0 miles per hour or exceeding 22.7 miles per hour.

For reference, on January 15, the windiest day of the year, the daily average wind speed is 15.3 miles per hour, while on August 2, the calmest day of the year, the daily average wind speed is 9.0 miles per hour.

https://weatherspark.com/d/14228/11/15/Average-Weather-on-November-15-in-Kenosha-Wisconsin-United-States#Sections-Wind

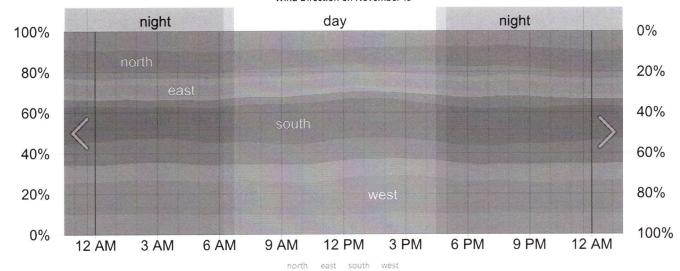
Average Weather on November 15 in Kenosha, Wisconsin, United States - Weather Spark

Wind Speed on November 15



overlays.

Over the entire course of November 15 in Kenosha, the hourly average wind direction, in order of prevalence, is from the west (35%), south (32%), north (22%), and east (10%).



Wind Direction on November 15

The percentage of hours in which the mean wind direction is from each of the four cardinal wind directions, excluding hours in which the mean wind speed is less than 1.0 mph. The lightly tinted areas at the boundaries are the percentage of hours spent in the implied intermediate directions (northeast, southwest, and northwest). Civil twilight and night are indicated by shaded overlays.

#### Water Temperature

Kenosha is located near a large body of water (e.g., ocean, sea, or large lake). This section reports on the wide-area average surface temperature of that water. The average surface water temperature does not change appreciably over the course of the day, so this section does not include a chart.

The average surface water temperature on November 15 in Kenosha is 48°F, mostly staying between 46°F and 49°F, and rarely falling below 44°F or exceeding 51°F.

For reference, the year's highest average is 71°F on August 13, and its lowest average is 36°F on February 29.

#### Shortwave Solar Power

This section discusses the incident shortwave solar power reaching the surface of the ground over a wide area, taking full account of seasonal variations in the length of the day, the elevation of the Sun above the horizon, and absorption by clouds and other atmospheric constituents. Shortwave radiation includes visible light and ultraviolet radiation.

The peak incident shortwave solar power per square meter is 0.36 kilowatts at around 11:45 AM.

In contrast, the corresponding value on June 30, the brightest day of the year, is 0.82 kilowatts at around 11:45 AM. The corresponding value on December 21, the darkest day of the year, is 0.29 kilowatts at around 10:45 AM.



# EAST FRONTAGE ROAD TO WIS 31 INTY HIGHWAY S

Project Update November 11, 2020



Kenosha County is currently underway with reconstructing County Highway S from the Interstate 94 East Frontage Road to WIS 31, with scheduled completion in 2021

# UPCOMING OVERNIGHT CLOSURES:

# Thursday, November 12.

County Highway H (88th Avenue) is scheduled to close to traffic overnight from 9 p.m. to 5:30 a.m for storm sewer operations. County Highway S from County Highway N (38th Street) to

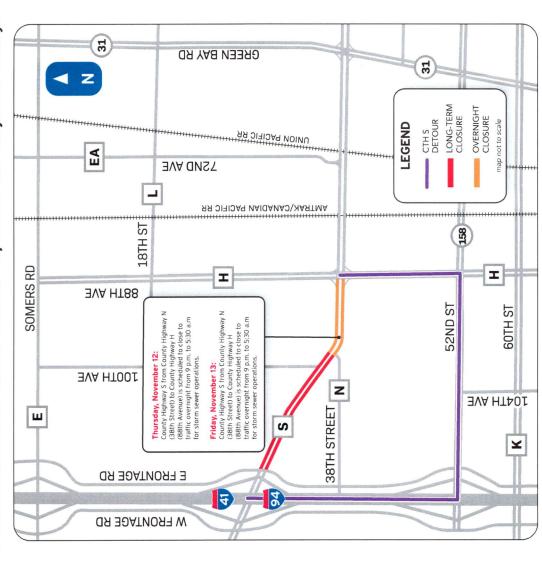
# Friday, November 13:

County Highway H (88th Avenue) is scheduled to close to traffic overnight from 9 p.m. to 5:30 a.m for storm sewer operations. County Highway S from County Highway N (38th Street) to

# **Detour Route:**

and County Highway H (88th Avenue) to get around the closure. Motorists are encouraged to utilize I-94, WIS 158 (52nd Street),

Please note that all work is weather dependent and subject to change



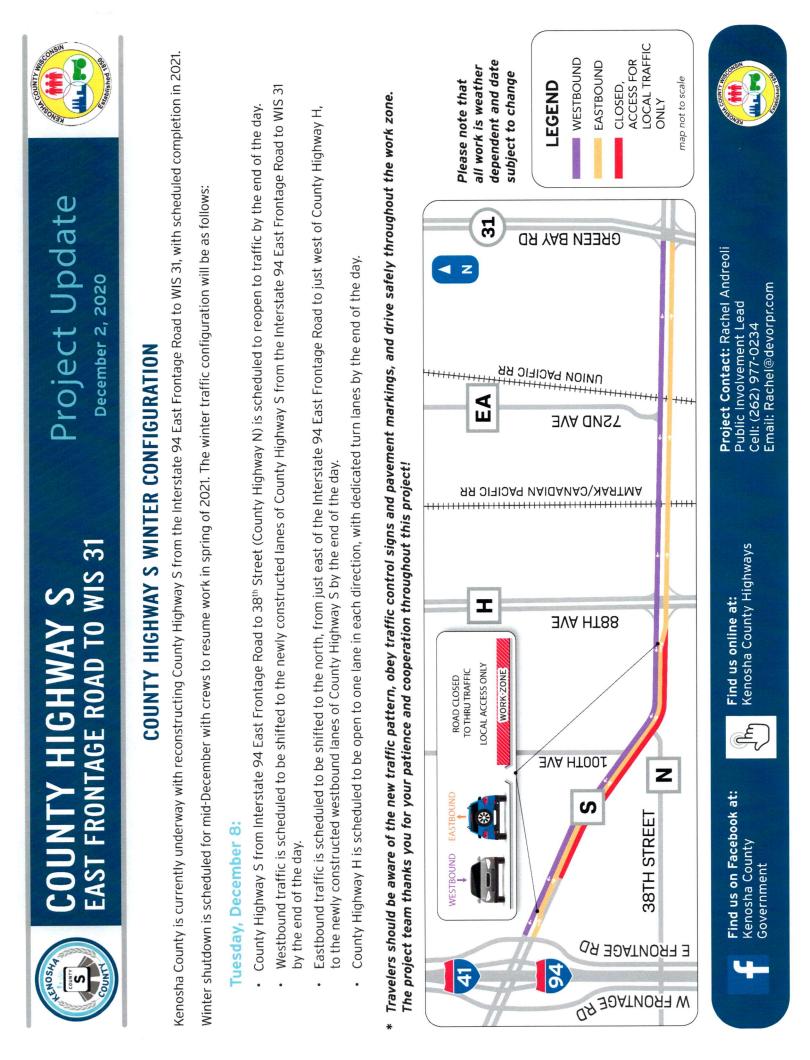
The project team thanks you for your patience and cooperation throughout this project! Project Contact: Rachel Andreoli Cell: (262) 977-0234 Email: Rachel@devorpr.com Public Involvement Lead





Find us on Facebook at: Kenosha County Government

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# MILLHOUSE AUTO BODY

MILLHOUSEAUTOBODY@GMAIL.COM 6803 29TH AVE, KENOSHA, WI 53143 Phone: (262) 657-3366 FAX: (262) 657-3446 Workfile ID: PartsShare: 1118327e 64CRfv

Federal ID: 39-1701416 State ID: 004-0000535165-01

	Preliminary Estimate				
Customer: BRUNO, BEN			Job Number:		
	Written By: Andrea	a Mercadillo			
Insured: BRUNO, BEN	Policy #:	Claim #:			
Type of Loss: Point of Impact:	Date of Loss:	Days to Repai	r: 0		
Owner: BRUNO, BEN (262) 358-3071 Business	<b>Inspection Location:</b> MILLHOUSE AUTO BODY 6803 29TH AVE KENOSHA, WI 53143 Repair Facility (262) 657-3366 Day	Insurance C	ompany:		
	VEHIC	LE			
2019 VW Tiguan SEL 4MOTION 4D I	JTV 4-2.0L Turbocharged Gasoline Gasolir	ne Direct Injection			
VIN: 3VV2B7AXXKM052146	Interior Color:	Mileage In:	Vehicle Out:		
License:	Exterior Color:	Mileage Out:			
State:	Production Date:	Condition:	Job #:		
TRANSMISSION	Tilt Wheel	Search/Seek	Skyview Roof		
Automatic Transmission	Cruise Control	CD Player	SEATS		
4 Wheel Drive	Rear Defogger	Auxiliary Audio Connection	Bucket Seats		
POWER	Keyless Entry	Satellite Radio	Leather Seats		
Power Steering	Alarm	SAFETY	Heated Seats		
Power Brakes	Message Center	Drivers Side Air Bag	WHEELS		
Power Windows	Steering Wheel Touch Controls	Passenger Air Bag	Aluminum/Alloy Wheels		
Power Locks	Rear Window Wiper	Anti-Lock Brakes (4)	PAINT		
Power Mirrors	Telescopic Wheel	4 Wheel Disc Brakes	Three Stage Paint		
Heated Mirrors	Climate Control	Traction Control	OTHER		

12/7/2020 1:29:21 PM

Power Driver Seat

DECOR

**Dual Mirrors** 

Privacy Glass

Console/Storage Overhead Console

CONVENIENCE

Air Conditioning

**Intermittent Wipers** 

1

1

042423

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Blind Spot Detection

Luggage/Roof Rack

Electric Glass Sunroof

ROOF

Communications System Hands Free Device

Navigation System

Backup Camera

Parking Sensors

Remote Starter

RADIO

AM Radio

FM Radio

Stereo

Intelligent Cruise

Fog Lamps

Rear Spoiler

TRUCK

Signal Integrated Mirrors

Rear Step Bumper

Power Trunk/Liftgate

#### Job Number:

2019 VW Tiguan SEL 4MOTION 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	FRONT DOOR							
2		R&I	RT R&I trim panel				0.5	
3		Repl	RT Mirror cover	5NN857538GRU	1	133.33	Incl.	0.6
4			Add for Three Stage					0.2
5	*	Repl	<u>RT Turn signal lamp</u>	5NA949101A	1	49.00		
6		Repl	RT Housing assy w/o surround view	5NN857508M9B9	1	486.67	0.8	
				SUBTOTALS		669.00	1.3	0.8

#### **ESTIMATE TOTALS**

Category	Basis		Rate	Cost \$
Parts				669.00
Body Labor	1.3 hrs	@	\$ 60.00 /hr	78.00
Paint Labor	0.8 hrs	@	\$ 60.00 /hr	48.00
Paint Supplies	0.8 hrs	@	\$ 39.00 /hr	31.20
Subtotal				826.20
Sales Tax	\$ 826.20	@	5.5000 %	45.44
Grand Total				871.64
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				871.64

LIFETIME WARRANTY ON ALL PAINT, BODY, & FRAME LABOR, (EXCLUDING RUST).

Job Number:

2019 VW Tiguan SEL 4MOTION 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection

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 ERA9247, CCC Data Date 12/01/2020, 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 2021 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 Information 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.

# PULERA COLLISION AUTO CARE CENTER

7110 70TH COURT, KENOSHA, WI 53142 Phone: (262) 694-1300 FAX: (262) 694-1342 Workfile ID: PartsShare:

Federal ID:

Federal EPA:

0d19e84e 64pjBR

43-2063028 CESOG

#### **Preliminary Estimate** Job Number: **Customer: BRUNO, BEN** Written By: Tayler Lemay Claim #: Policy #: BRUNO, BEN Insured: Days to Repair: 0 Date of Loss: Type of Loss: Point of Impact: **Insurance Company: Inspection Location: Owner:** PULERA COLLISION AUTO CARE CENTER BRUNO, BEN 7110 70TH COURT 6712 84TH AVE KENOSHA, WI 53142 KENOSHA, WI 53142 **Repair Facility** (262) 358-3071 Cell (262) 694-1300 Business VEHICLE 2019 VW Tiguan SEL 4MOTION 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection Vehicle Out: Mileage In: Interior Color: VIN: 3VV2B7AXXKM052146 Mileage Out: Exterior Color: License: Job #: Condition: Production Date: State: Skyview Roof Search/Seek TRANSMISSION Tilt Wheel SEATS Cruise Control **CD** Player Automatic Transmission **Bucket Seats** Auxiliary Audio Connection Rear Defogger 4 Wheel Drive Leather Seats Keyless Entry Satellite Radio POWER Heated Seats SAFETY Alarm **Power Steering** WHEELS Drivers Side Air Bag Message Center **Power Brakes** Aluminum/Alloy Wheels Passenger Air Bag Steering Wheel Touch Controls Power Windows PAINT Anti-Lock Brakes (4) Rear Window Wiper Power Locks **Clear Coat Paint** 4 Wheel Disc Brakes Power Mirrors **Telescopic Wheel Traction Control** OTHER Heated Mirrors **Climate Control**

Air Conditioning Intermittent Wipers

Power Driver Seat

DECOR

**Dual Mirrors** 

**Privacy Glass** 

Console/Storage

**Overhead Console** 

CONVENIENCE

400369

Navigation System

Backup Camera

**Parking Sensors** 

**Remote Starter** 

RADIO

AM Radio

FM Radio

Stereo

Intelligent Cruise

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

**Blind Spot Detection** 

Luggage/Roof Rack

Electric Glass Sunroof

ROOF

**Communications System** 

Fog Lamps

Rear Spoiler

TRUCK

Signal Integrated Mirrors

Rear Step Bumper

Power Trunk/Liftgate

**Job Number:** 

2019 VW Tiguan SEL 4MOTION 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	FRONT DOOR							
2		Repl	RT Housing assy w/o surround view	5NN857508M9B9	1	486.67	0.8	
3		Repl	RT Mirror cover	5NN857538GRU	1	133.33	Incl.	0.6
4			Add for Clear Coat					0.1
5		Repl	RT Mirror glass w/blind spot detect	5NN857522A	1	145.00	Incl.	
6		R&I	RT R&I trim panel				0.5	
				SUBTOTALS		765.00	1.3	0.7

#### ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				765.00
Body Labor	1.3 hrs	@	\$ 60.00 /hr	78.00
Paint Labor	0.7 hrs	@	\$ 60.00 /hr	42.00
Paint Supplies	0.7 hrs	@	\$ 40.00 /hr	28.00
Subtotal				913.00
Sales Tax	\$ 913.00	@	5.5000 %	50.22
Grand Total				963.22
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				963.22

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.

1. 1. 1

2019 VW Tiguan SEL 4MOTION 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection

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Job Number:

# CALIBER COLLISION

# **CALIBER - KENOSHA**

RESTORING THE RHYTHM OF YOUR LIFE 5204 60TH STREET, KENOSHA, WI 53144 Phone: (262) 657-5144 FAX: (262) 657-4709 Workfile ID: Federal ID: Federal EPA: 681f8b87 33-0730794 WID988573887

# **Preliminary Estimate**

#### **Customer: BRUNO, BEN**

Written By: Norman Dolejs

Insured: BRUNO, BEN Policy #: Type of Loss: Date of Loss: Point of Impact: 03 Right T-Bone (Right Side) Owner: Inspection Lo BRUNO, BEN CALIBER - KEN

BRUNO, BEN 6712 84TH AVE KENOSHA, WI 53142 (262) 358-3071 Cel Inspection Location: CALIBER - KENOSHA 5204 60TH STREET KENOSHA, WI 53144 Repair Fadlity (262) 657-5144 Business Claim #: BRUNO-12-7-20 Days to Repair: 0

Insurance Company: CUSTOMER PAY

# VEHICLE

2019 VW Tiguan SEL R-Line 4MOTION 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection WHITE

VIN:	3VV2B7AXXKM052146	Interior Color:		Mileage In:	16,631	Vehicle Out:
License:	AEE3411	Exterior Color:	WHITE	Mileage Out:		
State:	WI	Production Date:	11/2018	Condition:		Job #:

TRANSMISSION	Tilt Wheel	Search/Seek	Skyview Roof
Automatic Transmission	Cruise Control	CD Player	SEATS
4 Wheel Drive	Rear Defogger	Auxiliary Audio Connection	Bucket Seats
POWER	Keyless Entry	Satellite Radio	Leather Seats
Power Steering	Alarm	SAFETY	Heated Seats
Power Brakes	Message Center	Drivers Side Air Bag	WHEELS
Power Windows	Steering Wheel Touch Controls	Passenger Air Bag	Aluminum/Alloy Wheels
Power Locks	Rear Window Wiper	Anti-Lock Brakes (4)	PAINT
Power Mirrors	Telescopic Wheel	4 Wheel Disc Brakes	Clear Coat Paint
Heated Mirrors	Climate Control	Traction Control	OTHER
Power Driver Seat	Navigation System	Stability Control	Fog Lamps
DECOR	Backup Camera	Front Side Impact Air Bags	Rear Spoiler
Dual Mirrors	Parking Sensors	Head/Curtain Air Bags	Signal Integrated Mirrors
Privacy Glass	Remote Starter	Communications System	TRUCK
Console/Storage	Intelligent Cruise	Hands Free Device	Rear Step Bumper
Overhead Console	RADIO	Blind Spot Detection	Power Trunk/Liftgate
CONVENIENCE	AM Radio	ROOF	
Air Conditioning	FM Radio	Luggage/Roof Rack	

2019 VW Tiguan SEL R-Line 4MOTION 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection WHITE

Intermittent Wipers

Stereo

Electric Glass Sunroof

2019 VW Tiguan SEL R-Line 4MOTION 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection WHITE

Line		Oper	Description	Part Number	Qty	Extended Price \$		Labor	Paint
1	#		Pre-repair scan		1	40.00	х	0.5	
2	#		Post-repair scan		1	80.00	х	0.5	
3	FRONT DOOR								
4		Repl	RT Housing assy w/o surround view	5NN857508M9B9	1	486.67		0.8	
5		Repl	RT Mirror glass w/blind spot detect	5NN857522A	1	145.00		Incl.	
6		Repl	RT Mirror cover	5NN857538GRU	1	133.33		Incl.	0.6
7			Add for Clear Coat						0.1
8		R&I	RT R&I trim panel					0.5	
9	#	Subl	Hazardous Waste Disposal		1	5.00	х		
10	#		Caliber - COVID 19 Safety Measures		1	25.00	x	1.0	
				SUBTOTALS		915.00		3.3	0.7

NOTES

Estimate Notes: OPEN ESTIMATE-SUBJECT TO DISASSEMBLY & INSPECTION-ADDITIONAL CHARGES IF RECALIBRATION NEEDED

Prior Damage Notes: Right front door glass scratched.

Category	Basis		Rate	Cost \$
Parts				765.00
Body Labor	3.3 hrs	@	\$ 60.00 /hr	198.00
Paint Labor	0.7 hrs	0	\$ 60.00 /hr	42.00
Paint Supplies	0.7 hrs	0	\$ 40.00 /hr	28.00
Miscellaneous				150.00
Subtotal				1,183.00
Sales Tax	\$ 1,183.00	0	5.5000 %	65.07
Grand Total				1,248.07
Deductible				0.00
CUSTOMER PAY				0.00
INSURANCE PAY				1,248.07

2019 VW Tiguan SEL R-Line 4MOTION 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection WHITE

Caliber Collision is the industry leader in quality collision repair. Since day one, our highest purpose has been to get people just like you back on the road as quickly as possible and fully restored to the rhythm of your life. You can be sure we do everything possible to ensure your complete satisfaction including:

Personalized, high quality service from the largest collision repair company in the U.S. Consistently ranked among the highest customer satisfaction scores in the industry. Approved by every major insurance company in the U.S. Expedited car rental and towing services to get you back on the road again in no time. Repair work backed by a written, lifetime warranty honored at every location. 24/7/365 customer service to answer questions and put your mind at ease.

This is a preliminary estimate based on visible damage. There may be additional repairs needed once the vehicle is taken apart by our I-CAR Gold Class technicians to identify any additional damage.

If an insurance company has written an estimate for you, please provide us with a copy. Properly endorsed insurance company checks are welcome as payment for the repair of your vehicle. Caliber Collision gladly accepts all major credit cards, debit cards, cashier's and traveler's checks. See your Caliber Collision center for details on acceptance of personal checks.

Before leaving your vehicle with us, please remove all important personal and valuable items from your vehicle. Caliber Collision is not responsible for belongings left in your vehicle.

Please let us know how we can be of further assistance, and when we can schedule an appointment for your vehicle to be repaired.

Caliber Collision - Restoring The Rhythm Of Your Life®

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.

2019 VW Tiguan SEL R-Line 4MOTION 4D UTV 4-2.0L Turbocharged Gasoline Gasoline Direct Injection 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 ERA9247, CCC Data Date 12/01/2020, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehide's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehide 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 2021 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 Information 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.



INVOICE **CITY OF KENOSHA** 625 52<sup>ND</sup> STREET - ROOM 208 KENOSHA, WISCONSIN 53140-3480 Phone (262) 653-4180 Fax (262) 653-4190

CUSTOMER: 00458

KENOSHA COUNTY CLERK 1010 56 STREET KENOSHA, WI 53140

INVOICE DATE: DECEMBER 10, 2020 DEPARTMENT: FINANCE - MISC.

ξ G

AUGUST 18, 2020-MEDICAL EXAMINER STUCK A PARKED POLICE VEHICLE

08/18/20: REPAIR CHARGES 110-02-52103-344-000

843.40

INVOICE NUMBER 00201259

DEC 1 4 2020

**REGI BACHOCHIN** COUNTY CLERK

INVOICE TOTAL:

843.40

# PLEASE MAKE CHECK PAYABLE TO: **CITY OF KENOSHA TREASURER** Retain white copy for your records, mail remittance with blue copy to:

**CITY OF KENOSHA TREASURER** 625 - 52<sup>ND</sup> STREET - ROOM 105 **KENOSHA, WISCONSIN 53140-3480** 

**PAYMENT TERMS: Net 30 Days** 

Keno Collision, LLC 7514 Sheridan Rd Kenosha, WI 53143 US 262-605-8921

BILL TO City of Kenosha Police Department 625 52nd St. Finance Dept. Rm 208 Kenosha, WI 53140-3480 United States

73187

100H 37777



# **INVOICE 2884**

DATE 11/20/2020

YEAR, MAKE, MOD

2012 Chevy Impala LS

# VIN

2G1WF5E3XC1258990

DATE	ACTIVITY		AMOUNT
	Labor REPAIRED RIGHT FENDER AND BUFFED	FRONT BUMPER COVER	691.60T
	Paint And Material		151.80T
Limited Li	fetime Written Warranty On All Repairs	SUBTOTAL	843.40
Thank Yo	u For Your Business	TAX	0.00
		TOTAL	843.40
	the state of the s	TOTAL DUE	\$843.40

h.	E	C	E		V	E	D
K		DEC	1	4 2	2020		
u u	F	REGI	BAC	НО	CHIN		Dias



Type: Individual Individual to be Served: Regi Bachochin, County Clerk Serve Speed: Standard Matter Number/Name: Huber Court: Case Number: Plaintiff(s): Client Details / Special Instructions: Please provide a proof of service affidavit for this - thank you! Social Media: Addresses: Work - Kenosha County, 1010 56th St, Kenosha, WI 53140 **Physical Description:** No physical description provided

# Attempt Log

Date	Description

DEC - 7 2020

Thin Ik 12/8/20 1:36pm

# **Regi Bachochin, County Clerk**

Serve Documents

Wisconsin Serve Rules

Who May Serve. An authenticated copy of the summons may be served by any adult resident of the state where service is made who is not a party to the action. Service shall be made with reasonable diligence.

Endorsement. At the time of service, the person who serves a copy of the summons shall sign the summons and shall indicate thereon the time and date, place and manner of service and upon whom service was made. If the server is a sheriff ... the server's official title shall be stated. Failure to make the endorsement shall not invalidate a service but the server shall not collect fees for the service.

Personal Service, Individual. By personally serving the summons upon the defendant either within or without this state.

Substituted. If with reasonable diligence the defendant cannot be served under (a), then by leaving a copy of the summons at the defendant's usual place of abode:

- 1. In the presence of some competent member of the family at least 14 years of age, who shall be informed of the contents thereof; [or] In the presence of a competent adult, currently residing in the abode of the defendant, who shall be informed of the contents of the summons; or
- 2. Pursuant to the law for substituted service of summons or like process upon defendants in actions brought in courts of general jurisdiction of the state in which service is made.

Corporations. By personally serving the summons upon an officer, director or managing agent of the corporation ... either within or without this state. In lieu of delivering the copy of the summons to the officer specified, the copy may be left in the office of such officer, director or managing agent with the person who is apparently in charge of the office.

Return of Service. The person making service shall make and deliver proof of service to the person on whose behalf service was made who shall promptly file such proof of service. Failure to make, deliver, or file proof of service shall not affect the validity of the service. Personal or substituted personal service shall be proved by the affidavit of the server indicating the time and date, place and manner of service, that the server is an adult resident of the state of service not a party tot the action that the server knew the nerson

# LOEVY & LOEVY

311 N. Aberdeen St., 3rd Floor, Chicago, Illinois 60607

December 3, 2020

Via Hand Delivery

Matt Krauter City Clerk/Treasurer City of Kenosha 625 52nd Street Kenosha, WI 53140

Regi Bachochin County Clerk Kenosha County 1010 56th Street Kenosha, WI 53140 Daniel G. Miskinis Chief of Police Kenosha Police Department 1000 55th Street Kenosha, WI 53140

David G. Beth Sheriff Kenosha County 1000 55th Street Kenosha, WI 53140

Re: Notice of claims of John Huber, Jr., Karen Bloom, and John Huber, Jr. as personal representative of Estate of Anthony Huber

To Whom It May Concern:

I write on behalf of John Huber, Jr. and Karen Bloom pursuant to Wisconsin Statute § 893.80 to provide notice of state law claims that they have against the City of Kenosha, Kenosha County, the Kenosha County Sheriff's Department, Police Chief Miskinis, Sheriff Beth, and as-yet unknown employees or former employees of the City of Kenosha, Kenosha Police Department, or Kenosha County Sheriff's Department.

# **Claimant's Address:**

Mr. Huber and Ms. Bloom may be contacted through their attorneys (Elizabeth Wang, Steven Art, Anand Swaminathan) at the following address:

Loevy & Loevy 311 N. Aberdeen St., 3rd Fl. Chicago, IL 60607 O: 312.243.5900 F: 312.243.5902 <u>steve@loevy.com</u> <u>anand@loevy.com</u> elizabethw@loevy.com

# **Factual Background:**

On August 25, 2020, Anthony Huber, the son of John Huber, Jr. and Karen Bloom, was killed in Kenosha, Wisconsin. Anthony Huber lost his life to protect innocent civilians who were out that night protesting the shooting of Jacob Blake. There was no justification for Anthony's murder. Kyle Rittenhouse, a minor from out of state, illegally armed with an assault rifle, was allowed – by the Kenosha police and Kenosha Sheriff's Department – to roam the streets, threatening numerous civilians, and ultimately shooting three people. After Rittenhouse had already shot and killed one person, Anthony selflessly tried to disarm him and was killed himself.

In response to the demonstrations in response to the killing of Jacob Blake, a far-right militia group, the Kenosha Guard, organized a call-to-arms event on Facebook. The Kenosha Guard and its members expressly encouraged and incited violence and called on others to join them. Before August 25, 2020, the Kenosha Guard posted an open letter to the Kenosha Chief of Police, requesting that the local police cooperate with the militia members, abstain from sending home or arresting members of the Kenosha Guard, and for the police to keep an open line of communication with them. The Kenosha Police and Kenosha Sheriff's Department were aware of, condoned, cooperated with and enabled the actions of the Kenosha Guard and other armed vigilantes through both explicit and implicit support. For example, officers from the Sheriff's Department handed out water to the armed vigilantes and thanked them for their presence.

Rittenhouse answered the Kenosha Guard's call to arms. By the end of the evening, Rittenhouse had shot and killed two people, including Anthony Huber, and injured a third person. After killing the first person, Rittenhouse told someone on the phone, "I just killed somebody." He walked toward the police on the scene with his hands up as a number of bystanders yelled to the police that Rittenhouse was the shooter. However, the police ignored him and did not apprehend him.

# **Claims:**

Claimants allege multiple state law claims against the City, the County, the Police Chief, the Sheriff, and as-yet unknown employees or former employees of the Kenosha Police Department and Kenosha County Sheriff's Office who were involved in the events resulting in Anthony Huber's death, including negligence, negligent supervision and training, negligent and intentional infliction of emotional distress, wrongful death, survival, *respondeat superior*, and indemnification.

In addition to these state law claims for which notice may be required, Claimants allege federal claims for which notice is not required.

# **Itemized Damages:**

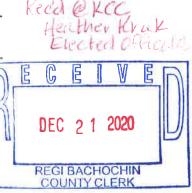
Claimants request \$10,000,000.00 as compensation, for themselves and the Estate of Anthony Huber. Mr. Huber and Ms. Bloom have suffered damages on their own behalf, including for the loss of companionship of their son. Anthony Huber suffered damages including pain and suffering prior to death and the loss of his life.

Please let me know if you require any further information or if we can assist in any way your review of Mr. Huber and Ms. Bloom's claims.

Sincerely,

Elizabeth Wang





Afghanistan and United States Afghan Tel: +93 (0) 788 887 887 Int'I Tel: +1 (704) 765-4887 U.S. Tel: +1 (704) 763-5413 Website: motleylegal.com

December 18, 2020

Chief Daniel Miskinis, Chief of Police Kenosha Police Department 1000 55<sup>th</sup> Street Kenosha, Wisconsin 53140 Email : <u>dgm398@kenoshapolice.com</u> Sheriff David G. Beth Kenosha Sheriff's Department 1000 55<sup>th</sup> Street Kenosha, Wisconsin 53140 David.beth@kenoshacounty.org

Matt Krauter City Clerk/Treasurer City of Kenosha 625 52<sup>nd</sup> Street, Room 105 Kenosha, Wisconsin 53140

Regi Bachochin County Clerk Kenosha County 1010 56<sup>th</sup> Street Kenosha, WI 53140 Mayor John Antaramian Office of the Mayor 625 52<sup>nd</sup> Street Kenosha, Wisconsin 53140

VIA Hand Delivery

Re: Notice of claims of Gaige Grosskreutz

Dear Mayor Antaramian, Chief Miskinis, Sheriff Beth, Mr. Krauter, and Mr. Bachochin,

I write on behalf of our client, Gaige Grosskreutz, an adult individual who resides in City and County of Milwaukee, pursuant to Wisconsin Statute § 893.80 to provide notice of state law claims that he has against the City of Kenosha, Kenosha County, the Kenosha County Sheriff's Department, Police Chief Miskinis, Sheriff Beth, and as-yet unknown employees or former employees of the City of Kenosha, Kenosha, Kenosha Police Department, or Kenosha County Sheriff's Department.

Mr. Grosskreutz may be contacted through his attorneys, (Attorney Kimberley Motley and Attorney E. Milo Schwab), at the following addresses:

Motley Legal Services P.O. Box 1433 Matthews, North Carolina 28106 Office : (704) 765-4887 Mobile : (704) 763-5413 Fax : (704) 582-6229 <u>kmotley@motleylegal.com</u> milo@ascendcounsel.co

Motley Legal Services 2206 Bonnie Butler Way Charlotte, North Carolina 28270 Office : (704) 765-4887 Mobile : (704) 763-5413 Fax : (704) 582-6229 kmotley@motleylegal.com milo@ascendcounsel.co



### Factual Background:

On August 25, 2020, Gaige Grosskreutz, was shot and severely injured in Kenosha, Wisconsin. Mr. Grosskreutz was in Kenosha for the purpose of providing basic medical assistance to persons who were out that night protesting the shooting of Jacob Blake. There was no justification for Gaige to be shot at point blank range by Kyle Rittenhouse. Rittenhouse, a minor from out of state, illegally armed with an assault rifle, was allowed – by the Kenosha police and Kenosha Sheriff's Department – to roam the streets, threatening numerous civilians, and ultimately shooting three people, two of whom who were killed. After Rittenhouse had already shot and killed two people, Gaige was then shot and severely injured by Rittenhouse.

In response to the demonstrations in response to the killing of Jacob Blake, a far-right militia group, the Kenosha Guard, organized a call-to-arms event on Facebook, calling forth "any patriots willing to take up arms and defend our city tonight from evil thugs." The Kenosha Guard and its members expressly encouraged and incited violence and called on others to join them. Before August 25, 2020, the Kenosha Guard posted an open letter to the Kenosha Chief of Police, requesting that the local police cooperate with the militia members, abstain from sending home or arresting members of the Kenosha Guard, and for the police to keep an open line of communication with them. The Kenosha Police and Kenosha Sheriff's Department were aware of, condoned, cooperated with and enabled the actions of the Kenosha Guard and other armed vigilantes through both explicit and implicit support. For example, officers from the Sheriff's Department handed out water to the armed vigilantes and thanked them for their presence. Video from that night also shows a militla member explaining that Kenosha police officers and deputy Sheriffs had coordinated a funneling maneuver with the Kenosha Guard and various right-wing vigilantes to push protesters towards these militia members so that they "could deal with them."

Rittenhouse answered the Kenosha Guard's call to arms. By the end of the evening, Rittenhouse had shot and killed two people, Anthony Huber and Joseph Rosenbaum, and injured our client, Gaige Grosskreuz. After killing the first person, Rittenhouse told someone on the phone, "I just killed somebody." He walked towards the police on the scene with his hands up as a number of bystanders yelled to the police that Rittenhouse was the shooter. However, the police ignored him and did not apprehend him.

# Claims:

Claimants allege multiple state law claims against the City, the County, the Police Chief, the Sheriff, and as-yet unknown employees or former employees of the Kenosha Police Department and Kenosha County Sheriff's Office who were involved in the events resulting in Gaige being shot at point blank range in his arm, including negligence, negligent supervision and training, negligent and intentional infliction of emotional distress, battery, respondeat superior, indemnification, and conspiracy to commit the claims provided above.

In addition to these state law claims for which notice may be required; Claimants allege federal claims for which notice is not required.

#### **Itemized Damages:**

Claimant request \$10,000,000.00 as compensation, for himself and he has suffered significant damages due to the intentional acts and negligence of the City, the County, the Police Chief, the Sheriff, and as-yet unknown employees or former employees of the Kenosha Police Department and Kenosha County Sheriff's Office on August 25, 2020. Claimant has suffered significant permanent physical damage, pain and suffering, loss of income and future earnings, and other damages to be determined.

Please feel free to contact me if you have any questions or concerns.

in lix 115

Kimberley Cy. Motley, Esq. State Bar No.: 1047193 2206 Bonnie Butler Way Charlotte, North Carolina 28270 Email: kmotley@motleylegal.com Telephone : (704) 763-5413

ATTORNEY FOR GAIGE GROSSKREUTZ

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NATHANIEL CADE, JR. nate@cade-law.com www.cade-law.com

December 22, 2020

#### VIA CERTIFIED MAIL – RETURN RECEIPT REQUESTED

#### #7016 0910 0000 1033 4490

Sheriff David G. Beth Kenosha County Sheriff's Department 1000 55<sup>th</sup> Street Kenosha, WI 53140

#### #7016 0910 0000 1033 4513

Sheriff Christopher Schmaling Racine County Sheriff's Department 717 Wisconsin Avenue Racine, WI 53403

#### #7016 0910 0000 1033 4537

Sheriff Eric J. Severson Waukesha County Sheriff's Department 515 W. Moreland Blvd. Waukesha, WI 53188

#### #7016 0910 0000 1033 4551

Sheriff James Johnson Ozaukee County Sheriff's Department 1201 S. Spring Street Port Washington, WI 53074

#### #7016 0910 0000 1033 4575

Sheriff Chip Meister Sauk County Sheriff's Department 1300 Lange Court Baraboo, WI 53913

#### **#7016 0910 0000 1033 4599**

Chief Daniel G. Miskinis City of Kenosha Police Department 1000 55<sup>th</sup> Street Kenosha, WI53140

#### #7016 0910 0000 1033 4506

Regi Bachochin Clerk, Kenosha County 1010 56<sup>th</sup> Street Kenosha, WI 53140

#### #7016 0910 0000 1033 4520

Wendy M. Christensen Clerk, Racine County 730 Wisconsin Avenue Racine, WI 53403

#### #7016 0910 0000 1033 4544

Meg Wartman Clerk, Waukesha County 515 W. Moreland Blvd., Room 120 Waukesha, WI 53188

#### #7016 0910 0000 1033 4568

Julianne B. Winkelhorst Clerk, Ozaukee County 121 W. Main Street, Room 128 Port Washington, WI 53074

# #7016 0910 0000 1033 4582

Rebecca C. Evert Clerk, Sauk County Sauk County West Square Building, #144 505 Broadway Baraboo, WI 53913

#### #7016 0910 0000 1033 4605

Matt Krauter Clerk, City of Kenosha 625 52<sup>nd</sup> Street, Room 105 Kenosha, WI 53140

P.O. Box 170887, MILWAUKEE, WISCONSIN 53217 (414) 255-3802 (o) (414) 255-3804 (f)



# #7016 0910 0000 1033 4612

Page 2

Chief Art Howell City of Racine Police Department 730 Center Street Racine, WI 53403

#### #7016 0910 0000 1033 4636

Chief David Smetana Village of Pleasant Prairie Police Department 8600 Green Bay Road Pleasant Prairie, WI 53158

#### #7020 2450 0000 6903 0138

Chief Richard Oliva City of Franklin Police Department 9455 W. Loomis Road Franklin, WI 53132

#### #7020 2450 0000 6903 0107

Attorney General Joshua Kaul Wisconsin Department of Justice 114 East State Capitol Madison, WI 53707-7857

#### Re: Injuries to Alyssa Schukar

Dear Police Agencies, Clerks and Attorney General Kaul:

Enclosed please find a Notice of Injury or Circumstances, pursuant to Wis. Stat. § 893.80(1d)(a)) and/or Wis. Stat. § 893.82, directed to each of your departments and municipalities, pertaining to injuries suffered by Alyssa Schukar.

Please provide acknowledgement of this Notice of Injury to the undersigned.

Very truly yours,

CADE LAW GROUP Nathaniel Cade, Jr.

NC:cn Enclosures

#### #7016 0910 0000 1033 4629

Tara Coolidge Clerk, City of Racine 730 Washington Avenue Racine, WI 53403

#### #7020 2450 0000 6903 0121

Jane C. Snell Clerk, Village of Pleasant Prairie 9915 39<sup>th</sup> Avenue Pleasant Prairie, WI 53158

#### #7020 2450 0000 6903 0145

Sandra L. Wesolowski Clerk, City of Franklin 9229 W. Loomis Road Franklin, WI 53132

# NOTICE OF INJURY OR CIRCUMSTANCES

(Pursuant to Wisconsin Statute § 893.80(1d)(a))

Claimant Name: Alyssa Schukar

## Claimant Address:

Alyssa Schukar 4141 N. Henderson Road #527 Arlington, VA 22203

Claimant Phone Number: (414) 255-3811 (Attorney Nathaniel Cade, Jr.)

Date and Time of Event Giving Rise to Claim: August 25, 2020

Location of Event Giving Rise to the Claim:

Kenosha County Courthouse 912 56<sup>th</sup> Street Kenosha, WI 53140

State of the Circumstances of the Event Giving Rise to the Claim, including the names of all persons involved, the identification of witnesses, if any, and the names and job titles of the local governmental body's employees or agents involved (use additional sheets if necessary):

Ms. Schukar is a photojournalist. Ms. Schukar was working freelance for the New York Times. She was working during the Kenosha protests over the unprovoked shooting of Jacob Blake and was taking photos of the protestors and various law enforcement agencies present who were stationed outside of the Kenosha County Courthouse. In the evening of August 25, 2020, numerous rubber bullets were fired by unknown law enforcement agents and officers.

A rubber bullet hit Ms. Schukar in her left hand, and she required surgery on that hand, and still is undergoing physical therapy.

Based on the location where Ms. Schukar was located, there is no doubt that she was not a protestor and was a member of the credentialed press. The only purpose for rubber bullets to have been shot at her would be for law enforcement agents to have purposefully targeted her as a member of the press. Prior notice of these injuries and law enforcement actions were provided by the New York Times to the Kenosha Sheriff's Department and the City of Kenosha Police Department.

Signature of Glaimant or Claimant's Agent:

December 20, 2020 Date:

Nathaniel Cade, Jr., Esq., SBN 1028115 (as counsel for Alyssa Schukar) Cade Law Group LLC P.O. Box 170887 Milwaukee, WI 53217 (414) 255-3802 nate@cade-law.com



David McCraw Senior Vice President & Deputy General Counsel

T 212 556 4031

mccraw@nytimes.com

620 8th Avenue New York, NY 10018 nytimes.com October 12, 2020

Mr. David G. Beth Sheriff Kenosha County 1000 55th Street Kenosha, WI 53140

### Re: Attack on Photojournalist

Dear Sheriff Beth:

I am an attorney for The New York Times Company ("The Times"). On the night of August 25, 2020, Alyssa Schukar, a freelance photojournalist on assignment in Kenosha for The Times, was shot by law enforcement officers as she covered the protests for us. Based on our investigation, we are convinced that the shooting was intentional, and we ask that a criminal investigation into this incident be opened. In addition, please forward this letter to legal counsel for your office.

The incident took place near the County Courthouse at around 9:40 p.m. Ms. Schukar and other journalists were standing 20 to 30 yards away and off to one side—from where a small group of protesters and law enforcement officers were engaged in a confrontation. The group of journalists was clearly separated from the protesters, and they were in no one's line of fire. At least one person in the journalists' group was wearing a vest that said "Press." The others were openly carrying cameras and other photographic equipment. It would have been apparent to anyone at the scene that they were journalists.

Ms. Schukar was holding her camera in front of her with one hand near her mid-section. Without provocation, but with clear intent, one or more of the law enforcement officers fired at the journalists. Ms. Schukar was struck in the hand by a rubber bullet or another less-than-lethal round. The force of the shot fractured her finger, and she has required substantial medical care as a result. Two other journalists in the group were also struck by projectiles from law enforcement and sustained injuries. It is impossible to believe that the shooting of the three journalists was anything other than an intentional, targeted, and unlawful attack. The officers were located behind fencing, which required them to aim and fire from gaps in the barricade as they launched pepper spray, tear gas, and other less-than-lethal rounds. They were not firing scattershot into the area. And no one could have thought the journalists were protesters or engaged in any sort of threatening behavior. To the contrary, anyone at the scene would have realized they were journalists covering the unrest. All of the circumstances surrounding this attack suggest that, in fact, they were attacked because they were journalists.

In short, this was a criminal assault. Please let me know what we need to do to ensure that the incident is properly investigated and that the responsible parties are pursued and prosecuted.

Sincerely,

DIELic

David E. McCraw



David McCraw Senior Vice President & Deputy General Counsel

T 212 556 4031

mccraw@nytimes.com

620 8th Avenue New York, NY 10018 nytimes.com October 12, 2020

Mr. Daniel G. Miskinis Chief of Police Kenosha Police Dept. 1000 55th St. Kenosha, WI 53140

# Re: Attack on Photojournalist

# Dear Chief Miskinis:

I am an attorney for The New York Times Company ("The Times"). On the night of August 25, 2020, Alyssa Schukar, a freelance photojournalist on assignment in Kenosha for The Times, was shot by law enforcement officers as she covered the protests for us. Based on our investigation, we are convinced that the shooting was intentional, and we ask that a criminal investigation into this incident be opened. In addition, please forward this letter to legal counsel for your department.

The incident took place near the County Courthouse at around 9:40 p.m. Ms. Schukar and other journalists were standing 20 to 30 yards away and off to one side—from where a small group of protesters and law enforcement officers were engaged in a confrontation. The group of journalists was clearly separated from the protesters, and they were in no one's line of fire. At least one person in the journalists' group was wearing a vest that said "Press." The others were openly carrying cameras and other photographic equipment. It would have been apparent to anyone at the scene that they were journalists.

Ms. Schukar was holding her camera in front of her with one hand near her mid-section. Without provocation, but with clear intent, one or more of the law enforcement officers fired at the journalists. Ms. Schukar was struck in the hand by a rubber bullet or another less-than-lethal round. The force of the shot fractured her finger, and she has required substantial medical care as a result. Two other journalists in the group were also struck by projectiles from law enforcement and sustained injuries. It is impossible to believe that the shooting of the three journalists was anything other than an intentional, targeted, and unlawful attack. The officers were located behind fencing, which required them to aim and fire from gaps in the barricade as they launched pepper spray, tear gas, and other less-than-lethal rounds. They were not firing scattershot into the area. And no one could have thought the journalists were protesters or engaged in any sort of threatening behavior. To the contrary, anyone at the scene would have realized they were journalists covering the unrest. All of the circumstances surrounding this attack suggest that, in fact, they were attacked because they were journalists.

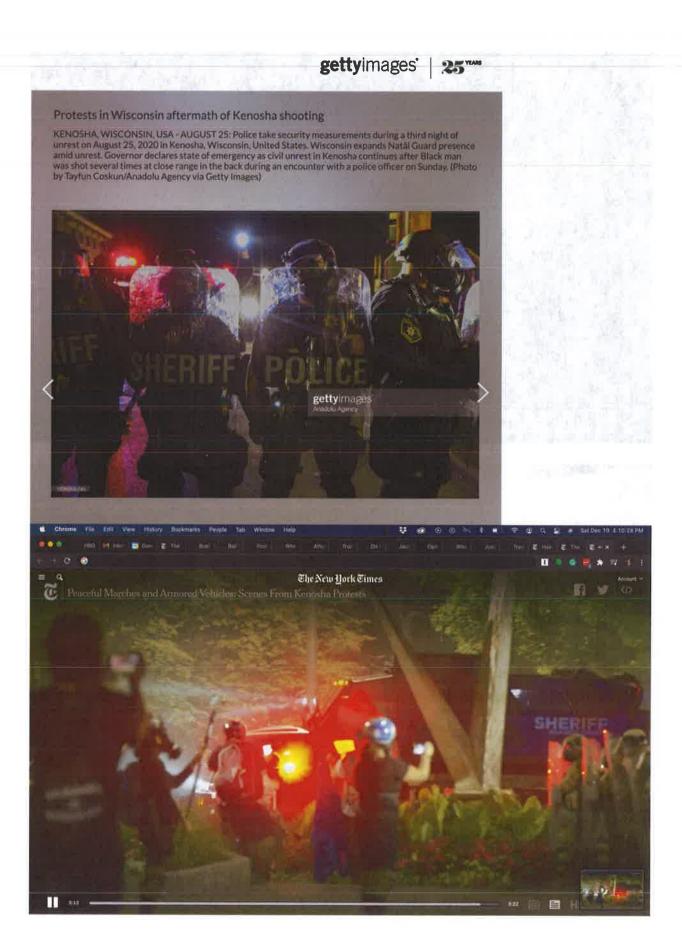
In short, this was a criminal assault. Please let me know what we need to do to ensure that the incident is properly investigated and that the responsible parties are pursued and prosecuted.

Sincerely,

Dichic

David E. McCraw









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DOCUMENT DATE: August 26, 2020

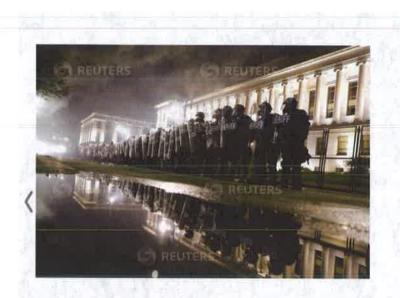
Security forces take position as people protest outside the Kenosha County Courthouse after a Black man, identified as Jacob Blake, was shot several times by police in Kenosha, Wisconsin, U.S. August 25, 2020. REUTERS/Stephen Maturen

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Law enforcement officers guard during a protest following the police shooting of Jacob Blake, a Black man, in Kenosha, Wisconsin, U.S. August 25, 2020. REUTERS/Brendan McDermid TPX IMAGES OF THE DAY

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