

*****ATTACHMENTS*****

III

6.1

Res. No. 99, - 19 - 20. By Alderpersons Donohue and Bohren.
October 7, 2019.

A RESOLUTION authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to Sewerage System Revenue Bonds.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the issuance of \$2,323,791 in Sewerage System Revenue Bonds, Series 2019D (Clear Water Fund Loan).

Myhymie Nowlan

[Signature]

Finances
Personnel

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



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September 30, 2019

VIA EMAIL

Ms. Meredith DeBruin
City Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Scope of Engagement Re: Proposed Issuance of \$2,323,791 City of Sheboygan (the "City") Sewerage System Revenue Bonds, Series 2019D (Clean Water Fund Loan)

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced bonds (the "Bonds") by the City.

Role of Bond Counsel

Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor (if any), prior to the issuance of the Bonds; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the City has authority to issue the Bonds for the purpose in question and has followed proper procedures in doing so;
- 2) the Bonds are valid and binding obligations of the City according to their terms; and,
- 3) the interest paid on the Bonds will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities and Exchange Commission or other regulatory body survey or investigation regarding or audit of the Bonds.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice: Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated

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representation described above. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent the purchaser of the Bonds, the State of Wisconsin, and various departments and agencies of the State (collectively, the "State") or other bond market participants such as the City's financial advisor, if any. In past and current transactions that are not related to the issuance of the Bonds and our role as bond counsel to the City, we may have served or be serving as bond counsel or other counsel to the State or the City's financial advisor. We may also be asked to represent the State or the City's financial advisor in future transactions that are not related to the issuance of the Bonds or our role as bond counsel to the City. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type.

As bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Bonds, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: i) Wisconsin and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee as bond counsel would be approximately \$8,500, including all expenses. Such fee and expenses may vary: (i) if the principal amount of Bonds actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that the City is responsible for our fee.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Bonds or pursuant to a statement rendered shortly thereafter. We customarily

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do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

Conclusion and Request for Signed Copy

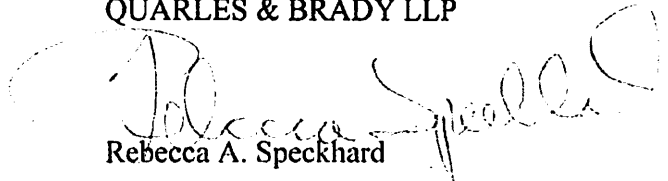
If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

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We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:TAB
#850357.00059

cc: Mr. Darrell Hofland (via email)
Mr. Martin W. Halverson (via email)
Charles C. Adams, Esq. (via email)
Thomas Cameron, Esq. (via email)
Mr. Philip Severson (via email)
Ms. Tracy A. Berrones (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____
Title

Date: _____

III

Res. No. 100- 19 - 20. By Alderpersons Donohue and Bohren. October 7, 2019.

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF UP TO \$2,323,791 SEWERAGE SYSTEM REVENUE BONDS, SERIES 2019D, AND PROVIDING FOR OTHER DETAILS AND COVENANTS WITH RESPECT THERETO

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") owns and operates a sewerage system (the "System") which is operated for a public purpose as a public utility by the Municipality; and

WHEREAS, pursuant to a resolution adopted on May 17, 2010 (the "2010 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2010A, dated May 26, 2010 (the "2010 Bonds"), which 2010 Bonds are payable from the income and revenues of the System; and

WHEREAS, pursuant to a resolution adopted on October 7, 2013 (the "2013 Resolution"), the Municipality has heretofore issued its Sewerage System Revenue Bonds, Series 2013A, dated October 23, 2013 (the "2013 Bonds"), which 2013 Bonds are payable from the income and revenues of the System; and

WHEREAS, the 2010 Bonds and the 2013 Bonds shall collectively be referred to as the "Prior Bonds"; and

WHEREAS, the 2010 Resolution and the 2013 Resolution shall collectively be referred to as the "Prior Resolutions"; and

WHEREAS, certain improvements to the System are necessary to meet the needs of the Municipality and the residents thereof, consisting of the construction of a project (the "Project") assigned Clean Water Fund Program Project No. 4019-19 by the Department of Natural Resources, and as described in the Department of Natural Resources approval letter for the plans and specifications of the Project, or portions thereof, issued under Section 281.41, Wisconsin Statutes, assigned No. S-2017-0804 and dated January 10, 2018 by the DNR; and

WHEREAS, under the provisions of Chapter 66, Wisconsin Statutes any municipality may, by action of its governing body, provide for purchasing, acquiring, constructing, extending, adding to, improving, operating and managing a public utility from the proceeds of bonds, which bonds are to be payable only from the revenues received from any source by such utility, including all rentals and fees; and

WHEREAS, the Municipality deems it to be necessary, desirable and in its best interest to authorize and sell sewerage system revenue bonds of the Municipality payable solely from the revenues of the System, pursuant

Finance+ Personnel

to the provisions of Section 66.0621, Wisconsin Statutes, to pay the cost of the Project; and

WHEREAS, the Prior Resolutions permit the issuance of additional bonds on a parity with the Prior Bonds upon certain conditions, and those conditions have been met; and

WHEREAS, other than the Prior Bonds, no bonds or obligations payable from the revenues of the System are now outstanding.

NOW, THEREFORE, be it resolved by the Governing Body of the Municipality that:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" means Section 66.0621, Wisconsin Statutes;

(b) "Bond Registrar" means the Municipal Treasurer which shall act as Paying Agent for the Bonds;

(c) "Bonds" means the \$2,323,791 Sewerage System Revenue Bonds, Series 2019D, of the Municipality dated their date of issuance, authorized to be issued by this Resolution;

(d) "Bond Year" means the twelve-month period ending on each May 1;

(e) "Current Expenses" means the reasonable and necessary costs of operating, maintaining, administering and repairing the System, including salaries, wages, costs of materials and supplies, insurance and audits, but shall exclude depreciation, debt service, tax equivalents and capital expenditures;

(f) "Debt Service Fund" means the Sewerage System Special Redemption Fund of the Municipality, which shall be the "special redemption fund" as such term is defined in the Act;

(g) "Financial Assistance Agreement" means the Financial Assistance Agreement by and between the State of Wisconsin by the Department of Natural Resources and the Department of Administration and the Municipality pursuant to which the Bonds are to be issued and sold to the State, substantially in the form attached hereto and incorporated herein by this reference;

(h) "Fiscal Year" means the twelve-month period ending on each December 31;

(i) "Governing Body" means the Common Council, or such other body as may hereafter be the chief legislative body of the Municipality;

(j) "Gross Earnings" means the gross earnings of the System, including earnings of the System derived from sewerage charges imposed by the Municipality, all payments to the Municipality under any wastewater treatment service agreements between the Municipality and any contract users of the System, and any other monies received from any source including all rentals and fees and any special assessments levied and collected in connection with the Project;

(k) "Municipal Treasurer" means the Treasurer of the Municipality who shall act as Bond Registrar and Paying Agent;

(l) "Municipality" means the City of Sheboygan, Sheboygan County, Wisconsin;

(m) "Net Revenues" means the Gross Earnings of the System after deduction of Current Expenses;

(n) "Parity Bonds" means bonds payable from the revenues of the System other than the Bonds but issued on a parity and equality with the Bonds pursuant to the restrictive provisions of Section 11 of this Resolution;

(o) "Prior Bonds" means the 2010 Bonds and the 2013 Bonds collectively;

(p) "Prior Resolutions" means the 2010 Resolution and the 2013 Resolution collectively;

(q) "Project" means the Project described in the preamble to this Resolution. All elements of the Project are to be owned and operated by the Municipality as part of the System as described in the preamble hereto;

(r) "Record Date" means the close of business on the fifteenth day of the calendar month next preceding any principal or interest payment date;

(s) "System" means the entire sewerage system of the Municipality specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment and disposal of domestic and industrial sewerage and waste, including all improvements and extensions thereto made by the Municipality while any of the Bonds and Parity Bonds remain outstanding, including all real and personal property of every nature comprising part of or used or useful in

connection with such sewerage system and including all appurtenances, contracts, leases, franchises, and other intangibles;

(t) "2010 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2010A, dated May 26, 2010;

(u) "2010 Resolution" means a resolution adopted by the Common Council on May 17, 2010 authorizing the issuance of the 2010 Bonds;

(v) "2013 Bonds" means the Municipality's Sewerage System Revenue Bonds, Series 2013A, dated October 23, 2013; and

(w) "2013 Resolution" means a resolution adopted by the Common Council on October 7, 2013 authorizing the issuance of the 2013 Bonds.

Section 2. Authorization of the Bonds and the Financial Assistance Agreement. For the purpose of paying the cost of the Project (including legal, fiscal, engineering and other expenses), there shall be borrowed on the credit of the income and revenue of the System up to the sum of \$2,323,791; and fully registered revenue bonds of the Municipality are authorized to be issued in evidence thereof and sold to the State of Wisconsin Clean Water Fund Program in accordance with the terms and conditions of the Financial Assistance Agreement, which is incorporated herein by this reference and the Mayor and City Clerk of the Municipality are hereby authorized, by and on behalf of the Municipality, to execute the Financial Assistance Agreement.

Section 3. Terms of the Bonds. The Bonds shall be designated "Sewerage System Revenue Bonds, Series 2019D" (the "Bonds"); shall be dated their date of issuance; shall be numbered one and upward; shall bear interest at the rate of 1.650% per annum; shall be issued in denominations of \$0.01 or any integral multiple thereof; and shall mature on the dates and in the amounts as set forth in Exhibit B of the Financial Assistance Agreement and in the Bond form attached hereto as Exhibit A as it is from time to time adjusted by the State of Wisconsin based upon the actual draws made by the Municipality. Interest on the Bonds shall be payable commencing on May 1, 2020 and semiannually thereafter on May 1 and November 1 of each year. The Bonds shall not be subject to redemption prior to maturity except as provided in the Financial Assistance Agreement.

The schedule of maturities of the Bonds is found to be such that the amount of annual debt service payments is reasonable in accordance with prudent municipal utility practices.

Section 4. Form, Execution, Registration and Payment of the Bonds. The Bonds shall be issued as registered obligations in substantially the

form attached hereto as Exhibit A and incorporated herein by this reference.

The Bonds shall be executed in the name of the Municipality by the manual signatures of the Mayor and City Clerk, and shall be sealed with its official or corporate seal, if any.

The principal of, premium, if any, and interest on the Bonds shall be paid by the Municipal Treasurer, who is hereby appointed as the Municipality's Bond Registrar.

Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America by the Bond Registrar. Payment of principal of the final maturity on the Bond will be payable upon presentation and surrender of the Bond to the Bond Registrar. Payment of principal on the Bond (except the final maturity) and each installment of interest shall be made to the registered owner of each Bond who shall appear on the registration books of the Municipality, maintained by the Bond Registrar, on the Record Date and shall be paid by check or draft of the Municipality and mailed to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Bond Registrar.

Section 5. Security for the Bonds. The Bonds, together with interest thereon, shall not constitute an indebtedness of the Municipality nor a charge against its general credit or taxing power. The Bonds, together with interest thereon, shall be payable only out of the Debt Service Fund hereinafter created and established, and shall be a valid claim of the registered owner or owners thereof only against such Debt Service Fund and the revenues of the System pledged to such fund, on a parity with the pledge granted to the holders of the Prior Bonds. Sufficient revenues are hereby pledged to said Debt Service Fund, and shall be used for no other purpose than to pay the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due.

Section 6. Funds and Accounts. In accordance with the Act, for the purpose of the application and proper allocation of the revenues of the System, and to secure the payment of the principal of and interest on the Prior Bonds, the Bonds and Parity Bonds, certain funds of the System which were created and established by a resolution adopted on October 18, 1993, as amended, are hereby continued and shall be used solely for the following respective purposes:

- (a) Revenue Fund, into which shall be deposited as received the Gross Earnings of the System, which money shall then be divided among the Operation and Maintenance Fund, the Debt Service Fund,

the Depreciation Fund and the Surplus Fund in the amounts and in the manner set forth in Section 7 hereof and used for the purposes described below.

- (b) Operation and Maintenance Fund, which shall be used for the payment of Current Expenses.
- (c) Sewerage System Special Redemption Fund (the "Debt Service Fund"), which shall be used for the payment of the principal of, premium, if any, and interest on the Prior Bonds, the Bonds and Parity Bonds as the same becomes due, and which may contain a Reserve Account established by a future resolution authorizing the issuance of Parity Bonds to secure such Parity Bonds.
- (d) Depreciation Fund, which shall be used to provide a proper and adequate depreciation account for the System.
- (e) Surplus Fund, which shall first be used whenever necessary to pay principal of, premium, if any, or interest on the Prior Bonds, the Bonds and Parity Bonds when the Debt Service Fund shall be insufficient for such purpose, and thereafter shall be disbursed as follows: (i) at any time, to remedy any deficiency in any of the Funds provided in this Section 6 hereof; and (ii) money thereafter remaining in the Surplus Fund at the end of any Fiscal Year may be transferred to any of the funds or accounts created herein or to reimburse the general fund of the Municipality for advances made by the Municipality to the System.

Section 7. Application of Revenues. After the delivery of the Bonds, the Gross Earnings of the System shall be deposited as collected in the Revenue Fund and shall be transferred monthly to the funds listed below in the following order of priority and in the manner set forth below:

- (a) to the Operation and Maintenance Fund, in an amount equal to the estimated Current Expenses for such month and for the following month (after giving effect to available amounts in said Fund from prior deposits);
- (b) to the Debt Service Fund, an amount equal to one-sixth (1/6) of the next installment of interest coming due on the Prior Bonds, the Bonds and any Parity Bonds then outstanding and an amount equal to one-twelfth (1/12) of the installment of principal of the Prior Bonds, the Bonds and any Parity Bonds coming due during such Bond Year (after giving effect to available amounts in said Fund from accrued interest, any premium or any other source), and any amount required by a future resolution

authorizing the issuance of Parity Bonds to fund a Reserve Account established therein;

- (c) to the Depreciation Fund, an amount determined by the Governing Body to be sufficient to provide a proper and adequate depreciation account for the System; and
- (d) to the Surplus Fund, any amount remaining in the Revenue Fund after the monthly transfers required above have been completed.

Transfers from the Revenue Fund to the Operation and Maintenance Fund, the Debt Service Fund, the Depreciation Fund and the Surplus Fund shall be made monthly not later than the tenth day of each month, and such transfer shall be applicable to monies on deposit in the Revenue Fund as of the last day of the month preceding. Any other transfers and deposits to any fund required or permitted by subsection (a) through (d) of this Section, except transfers or deposits which are required to be made immediately or annually, shall be made on or before the tenth day of the month. Any transfer or deposit required to be made at the end of any Fiscal Year shall be made within sixty (60) days after the close of such Fiscal Year. If the tenth day of any month shall fall on a day other than a business day, such transfer or deposit shall be made on the next succeeding business day.

It is the express intent and determination of the Governing Body that the amounts transferred from the Revenue Fund and deposited in the Debt Service Fund shall be sufficient in any event to pay the interest on the Prior Bonds, the Bonds and any Parity Bonds as the same accrues and the principal thereof as the same matures, and to fund the Reserve Account as required in connection with future Parity Bonds.

Section 8. Deposits and Investments. The Debt Service Fund shall be kept apart from monies in the other funds and accounts of the Municipality and the same shall be used for no purpose other than the prompt payment of principal of and interest on the Prior Bonds, the Bonds and any Parity Bonds as the same becomes due and payable. All monies therein shall be deposited in special and segregated accounts in a public depository selected under Chapter 34, Wisconsin Statutes and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes. The other funds herein created (except the Sewerage System CFWP Project Fund) may be combined in a single account in a public depository selected in the manner set forth above and may be temporarily invested until needed in legal investments subject to the provisions of Section 66.0603(1m), Wisconsin Statutes.

Section 9. Service to the Municipality. The reasonable cost and value of services rendered to the Municipality by the System by furnishing sewerage services for public purposes shall be charged against the

Municipality and shall be paid in monthly installments as the service accrues, out of the current revenues of the Municipality collected or in the process of collection, exclusive of the revenues derived from the System; that is to say, out of the tax levy of the Municipality made by it to raise money to meet its necessary current expenses. The reasonable cost and value of such service to the Municipality in each year shall be equal to an amount which, together with other revenues of the System, will produce in each Fiscal Year Net Revenues equivalent to not less than the annual principal and interest requirements on the Prior Bonds, the Bonds, any Parity Bonds and any other obligations payable from the revenues of the System then outstanding, times the greater of (i) 110% or (ii) the highest debt service coverage ratio required with respect to any obligations payable from revenues of the System then outstanding. However, such payment out of the tax levy shall be subject to (a) approval of the Public Service Commission, or successors to its function, if applicable, (b) yearly appropriations therefor, and (c) applicable levy limitations, if any; and neither this Resolution nor such payment shall be construed as constituting an obligation of the Municipality to make any such appropriation over and above the reasonable cost and value of the services rendered to the Municipality and its inhabitants or to make any subsequent payment over and above such reasonable cost and value.

Section 10. Operation of System; Municipality Covenants. It is covenanted and agreed by the Municipality with the owner or owners of the Bonds, and each of them, that the Municipality will perform all of the obligations of the Municipality as set forth in the Financial Assistance Agreement.

Section 11. Additional Bonds. The Bonds are issued on a parity with the Prior Bonds as to the pledge of revenues of the System. No bonds or obligations payable out of the revenues of the System may be issued in such manner as to enjoy priority over the Bonds. Additional obligations may be issued if the lien and pledge is junior and subordinate to that of the Bonds. Parity Bonds may be issued only under the following circumstances:

(a) Additional Parity Bonds may be issued for the purpose of completing the Project and for the purpose of financing costs of the Project which are ineligible for payment under the State of Wisconsin Clean Water Fund Program. However, such additional Parity Bonds shall be in an aggregate amount not to exceed 20% of the face amount of the Bonds; or

(b) Additional Parity Bonds may also be issued if all of the following conditions are met:

(1) The Net Revenues of the System for the Fiscal Year immediately preceding the issuance of such additional bonds must

have been in an amount at least equal to the maximum annual interest and principal requirements on all bonds outstanding payable from the revenues of the System, and on the bonds then to be issued, times the greater of (i) 1.10 or (ii) the highest debt service coverage ratio to be required with respect to the Additional Parity Bonds to be issued or any other obligations payable from the revenues of the System then outstanding. Should an increase in permanent rates and charges, including those made to the Municipality, be properly ordered and made effective during the Fiscal Year immediately prior to the issuance of such additional bonds or during that part of the Fiscal Year of issuance prior to such issuance, then Net Revenues for purposes of such computation shall include such additional revenues as an independent certified public accountant, consulting professional engineer or the Wisconsin Public Service Commission may certify would have accrued during the prior Fiscal Year had the new rates been in effect during that entire immediately prior Fiscal Year.

(2) The payments required to be made into the funds enumerated in Section 6 of this Resolution must have been made in full.

(3) The additional bonds must have principal maturing on May 1 of each year and interest falling due on May 1 and November 1 of each year.

(4) The proceeds of the additional bonds must be used only for the purpose of providing extensions or improvements to the System, or to refund obligations issued for such purpose.

Section 12. Sale of Bonds. The sale of the Bonds to the State of Wisconsin Clean Water Fund Program for the purchase price of up to \$2,323,791 and at par, is ratified and confirmed; and the officers of the Municipality are authorized and directed to do any and all acts, including executing the Financial Assistance Agreement and the Bonds as hereinabove provided, necessary to conclude delivery of the Bonds to said purchaser, as soon after adoption of this Resolution as is convenient. The purchase price for the Bonds shall be paid upon requisition therefor as provided in the Financial Assistance Agreement, and the officers of the Municipality are authorized to prepare and submit to the State requisitions and disbursement requests in anticipation of the execution of the Financial Assistance Agreement and the issuance of the Bonds.

Section 13. Application of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited by the Municipality into a special fund designated as "Sewerage System CWFPP Project Fund." The Sewerage System CWFPP Project Fund shall be used solely for the purpose of paying the costs

of the Project as more fully described in the preamble hereof and in the Financial Assistance Agreement. Moneys in the Sewerage System CWFPP Project Fund shall be disbursed within three (3) business days of their receipt from the State of Wisconsin and shall not be invested in any interest-bearing account.

Section 14. Amendment to Resolution. After the issuance of any of the Bonds, no change or alteration of any kind in the provisions of this Resolution may be made until all of the Bonds have been paid in full as to both principal and interest, or discharged as herein provided, except: (a) the Municipality may, from time to time, amend this Resolution without the consent of any of the owners of the Bonds, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with a written consent of the owners of not less than two-thirds (2/3) of the principal amount of the Bonds then outstanding, exclusive of Bonds held by the Municipality; provided, however, that no amendment shall permit any change in the pledge of revenues derived from the System or the maturity of any Bond issued hereunder, or a reduction in the rate of interest on any Bond, or in the amount of the principal obligation thereof, or in the amount of the redemption premium payable in the case of redemption thereof, or change the terms upon which the Bonds may be redeemed or make any other modification in the terms of the payment of such principal or interest without the written consent of the owner of each such Bond to which the change is applicable.

Section 15. Defeasance. When all Bonds have been discharged, all pledges, covenants and other rights granted to the owners thereof by this Resolution shall cease. The Municipality may discharge all Bonds due on any date by irrevocably depositing in escrow with a suitable bank or trust company a sum of cash and/or bonds or securities issued or guaranteed as to principal and interest of the U.S. Government, or of a commission, board or other instrumentality of the U.S. Government, maturing on the dates and bearing interest at the rates required to provide funds sufficient to pay when due the interest to accrue on each of said Bonds to its maturity or, at the Municipality's option, if said Bond is prepayable to any prior date upon which it may be called for redemption, and to pay and redeem the principal amount of each such Bond at maturity, or at the Municipality's option, if said Bond is prepayable, at its earliest redemption date, with the premium required for such redemption, if any, provided that notice of the redemption of all prepayable Bonds on such date has been duly given or provided for.

Section 16. Rebate Fund. Unless the Bonds are exempt from the rebate requirements of the Internal Revenue Code of 1986, as amended (the "Code"), the Municipality shall establish and maintain, so long as the Bonds and any Parity Bonds are outstanding, a separate account to be known as the "Rebate Fund." The sole purpose of the Rebate Fund is to provide

for the payment of any rebate liability with respect to the Bonds under the relevant provisions of the Code and the Treasury Regulations promulgated thereunder (the "Regulations"). The Rebate Fund shall be maintained by the Municipality until all required rebate payments with respect to the Bonds have been made in accordance with the relevant provisions of the Code and the Regulations.

The Municipality hereby covenants and agrees that it shall pay to the United States from the Rebate Fund, at the times and in the amounts and manner required by the Code and the Regulations, the portion of the "rebate amount" (as defined in Section 1.148-3(b) of the Regulations) that is due as of each "computation date" (within the meaning of Section 1.148-3(e) of the Regulations). As of the date of this Resolution, the provisions of the Regulations specifying the required amounts of rebate installment payments and the time and manner of such payments are contained in Sections 1.148-3(f) and (g) of the Regulations, respectively. Amounts held in the Rebate Fund and the investment income therefrom are not pledged as security for the Bonds or any Parity Bonds and may only be used for the payment of any rebate liability with respect to the Bonds.

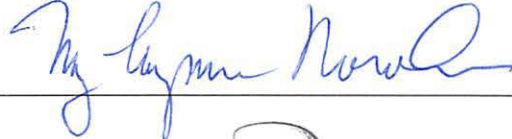
The Municipality may engage the services of accountants, attorneys or other consultants necessary to assist it in determining the rebate payments, if any, owed to the United States with respect to the Bonds. The Municipality shall maintain or cause to be maintained records of determinations of rebate liability with respect to the Bonds for each computation date until six (6) years after the retirement of the last of the Bonds. The Municipality shall make such records available to the State of Wisconsin upon reasonable request therefor.


Section 17. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Municipality and the owner or owners of the Bonds, and after issuance of any of the Bonds no change or alteration of any kind in the provisions of this Resolution may be made, except as provided in Section 14, until all of the Bonds have been paid in full as to both principal and interest. The owner or owners of any of the Bonds shall have the right in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction, to enforce such owner's or owners' rights against the Municipality, the Governing Body thereof, and any and all officers and agents thereof including, but without limitation, the right to require the Municipality, its Governing Body and any other authorized body, to fix and collect rates and charges fully adequate to carry out all of the provisions and agreements contained in this Resolution.

Section 18. Continuing Disclosure. The officers of the Municipality are hereby authorized and directed, if requested by the State of Wisconsin, to provide to the State of Wisconsin Clean Water Fund Program and to such other persons or entities as directed by the State of

Wisconsin such ongoing disclosure regarding the Municipality's financial condition and other matters, at such times and in such manner as the Clean Water Fund Program may require, in order that securities issued by the Municipality and the State of Wisconsin satisfy rules and regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended and as it may be amended from time to time, imposed on brokers and dealers of municipal securities before the brokers and dealers may buy, sell, or recommend the purchase of such securities.

Section 19. Conflicting Resolutions. All ordinances, resolutions (other than the Prior Resolutions), or orders, or parts thereof heretofore enacted, adopted or entered, in conflict with the provisions of this Resolution, are hereby repealed and this Resolution shall be in effect from and after its passage. In case of any conflict between this Resolution and the Prior Resolutions, the Prior Resolutions shall control as long as any of the respective Prior Bonds are outstanding.





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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EXHIBIT A

(Form of Municipal Obligation)

REGISTERED
NO. _____

UNITED STATES OF AMERICA
STATE OF WISCONSIN
SHEBOYGAN COUNTY
CITY OF SHEBOYGAN

REGISTERED
\$ _____

SEWERAGE SYSTEM REVENUE BOND, SERIES 2019D

Final
Maturity Date

May 1, 2039

Date of
Original Issue

_____, 20__

REGISTERED OWNER: STATE OF WISCONSIN CLEAN WATER FUND PROGRAM

FOR VALUE RECEIVED the City of Sheboygan, Sheboygan County, Wisconsin (the "Municipality") hereby acknowledges itself to owe and promises to pay to the registered owner shown above, or registered assigns, solely from the fund hereinafter specified, the principal sum of an amount not to exceed

_____ DOLLARS (\$_____) (but only so much as shall have been drawn hereunder, as provided below) on May 1 of each year commencing May 1, 2020 until the final maturity date written above, together with interest thereon (but only on amounts as shall have been drawn hereunder, as provided below) from the dates the amounts are drawn hereunder or the most recent payment date to which interest has been paid, at the rate of 1.650% per annum, calculated on the basis of a 360-day year made up of twelve 30-day months, such interest being payable on the first days of May and November of each year, with the first interest being payable on May 1, 2020.

The principal amount evidenced by this Bond may be drawn upon by the Municipality in accordance with the Financial Assistance Agreement entered by and between the Municipality and the State of Wisconsin by the Department of Natural Resources and the Department of Administration including capitalized interest transferred (if any). The principal amounts so drawn shall be repaid in installments on May 1 of each year commencing on May 1, 2020 in an amount equal to an amount which when amortized over the remaining term of this Bond plus current payments of interest (but only on amounts drawn hereunder) at One and 650/1000ths percent (1.650%) per annum shall result in equal annual payments of the total of principal and the semiannual payments of interest. The State of Wisconsin Department of Administration shall record such draws and corresponding principal repayment schedule on a cumulative basis in the format shown on the attached Schedule A.

Both principal and interest hereon are hereby made payable to the registered owner in lawful money of the United States of America. On the final maturity date, principal of this Bond shall be payable only upon presentation and surrender of this Bond at the office of the Municipal Treasurer. Principal hereof (except the final maturity) and interest hereon shall be payable by electronic transfer or by check or draft dated on or before the applicable payment date and mailed from the office of the Municipal Treasurer to the person in whose name this Bond is registered at the close of business on the fifteenth day of the calendar month next preceding such interest payment date.

The Bonds shall not be redeemable prior to their maturity, except with the consent of the registered owner.

This Bond is transferable only upon the books of the Municipality kept for that purpose at the office of the Municipal Treasurer, by the registered owner in person or its duly authorized attorney, upon surrender of this Bond, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Municipal Treasurer, duly executed by the registered owner or its duly authorized attorney. Thereupon a replacement Bond shall be issued to the transferee in exchange therefor. The Municipality may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of or on account of the principal or interest hereof and for all other purposes. This Bond is issuable solely as a negotiable, fully-registered bond, without coupons, and in denominations of \$0.01 or any integral multiple thereof.

This Bond is issued for the purpose of providing for the payment of the cost of constructing improvements to the Sewerage System of the Municipality, pursuant to Article XI, Section 3, of the Wisconsin Constitution, Section 66.0621, Wisconsin Statutes, and a resolution adopted October 21, 2019, and entitled: "Resolution Authorizing the Issuance and Sale of Up to \$2,323,791 Sewerage System Revenue Bonds, Series 2019D, and Providing for Other Details and Covenants With Respect Thereto" and is payable only from the income and revenues of the Sewerage System of the Municipality (the "Utility"). The Bonds are issued on a parity with the Municipality's Sewerage System Revenue Bonds, Series 2010A, dated May 26, 2010 and Sewerage System Revenue Bonds, Series 2013A, dated October 23, 2013, as to the pledge of income and revenues of the Utility. This Bond does not constitute an indebtedness of said Municipality within the meaning of any constitutional or statutory debt limitation or provision.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen, and be performed precedent to and in the issuance of this Bond have existed, have happened and have been performed in due time, form and manner as required by law; and that sufficient of the income and revenue to be received by said Municipality from the operation of its Utility has been pledged to and will be set aside into a special fund for the payment of the principal of and interest on this Bond.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by the signatures of its Mayor and City Clerk, and its corporate seal to be impressed hereon, all as of the date of original issue specified above.

CITY OF SHEBOYGAN,
WISCONSIN

(SEAL)

By: _____
Michael J. Vandersteen
Mayor

By: _____
Meredith DeBruin
City Clerk

(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please print or typewrite name and address, including zip code, of Assignee)

Please insert Social Security or other identifying number of Assignee

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing

Attorney to transfer said Bond on the books kept for the registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature of this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Signature(s) guaranteed by

SCHEDULE A

\$2,323,791

CITY OF SHEBOYGAN, WISCONSIN
SEWERAGE SYSTEM REVENUE BONDS, SERIES 2019D

<u>Amount of Disburse- ment</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE A (continued)

PRINCIPAL REPAYMENT SCHEDULE

<u>Date</u>	<u>Principal Amount</u>
May 1, 2020	\$99,018.18
May 1, 2021	100,651.98
May 1, 2022	102,312.73
May 1, 2023	104,000.89
May 1, 2024	105,716.91
May 1, 2025	107,461.24
May 1, 2026	109,234.35
May 1, 2027	111,036.72
May 1, 2028	112,868.82
May 1, 2029	114,731.16
May 1, 2030	116,624.22
May 1, 2031	118,548.52
May 1, 2032	120,504.57
May 1, 2033	122,492.90
May 1, 2034	124,514.03
May 1, 2035	126,568.51
May 1, 2036	128,656.89
May 1, 2037	130,779.73
May 1, 2038	132,937.59
May 1, 2039	135,131.06

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921

Financial Assistance Agreement
Clean Water Fund Program
Form 8700-214A rev 01/19

STATE OF WISCONSIN CLEAN WATER FUND PROGRAM
FINANCIAL ASSISTANCE AGREEMENT WITH PRINCIPAL FORGIVENESS

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

CITY OF SHEBOYGAN

\$3,073,791 With up to \$750,000 PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of August 28, 2019

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Clean Water Fund Program. This agreement is awarded pursuant to ss. 281.58 and 281.59, Wis. Stats. The purpose of this agreement is to award financial assistance from the Clean Water Fund Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality and an authorized officer of the State of Wisconsin Department of Natural Resources and of the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Clean Water Fund Program.

Municipal Identification No. 59281
Clean Water Fund Program Project No. 4019-19

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WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated November 13, 2019, between the STATE OF WISCONSIN Clean Water Fund Program (the "CWFP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.58 and 281.59, Wis. Stats., as amended (the "Statute"), and the City of Sheboygan, a municipality within the meaning of the Statute, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Water Quality Act of 1987 (the "Water Quality Act"), requires each state to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by Title VI of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to ss. 281.58 and 281.59, Wis. Stats., established the CWFP to be used in part for purposes of the Water Quality Act; and

WHEREAS, the State of Wisconsin, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the CWFP; and

WHEREAS, DNR and DOA have the joint responsibility to provide CWFP financial assistance to municipalities for the construction of eligible wastewater pollution abatement projects, all as set forth in the Statute; and

WHEREAS, the Municipality submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), DNR has approved the Application and determined the Application meets the criteria for Project eligibility based on water quality and public health requirements established in applicable state statutes and regulations; and

WHEREAS, DNR determined that the Municipality and the Project are eligible for financial assistance pursuant to s. 281.58(7)(b), Wis. Stats.; and

WHEREAS, DOA determined the CWFP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats., for the purposes of that subsection, and providing principal forgiveness; and

WHEREAS, the Municipality pledged the security, if any, required by DOA, and the Municipality demonstrated to the satisfaction of DOA the financial capacity to ensure sufficient revenues to operate and maintain the Project for its useful life and to pay debt service on the obligations it issues for the Project; and

WHEREAS, the Municipality certifies to the CWFP that it has created a dedicated source of revenue, which may constitute taxes levied by the Municipality for repayment of the Municipal Obligations; and

WHEREAS, the Municipality obtained DNR approval of facility plans or engineering reports and plans and specifications for the Project, subject to the provisions of applicable State environmental standards set forth in law, rules, and regulations;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the CWFP and the Municipality, each binding itself, its successors, and its assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means the Federal Water Pollution Control Act, 33 U.S. Code §§1250 et seq., as amended.

"Application" means the written application of the Municipality dated September 18, 2018, for financial assistance under the Statute.

"Bonds" means bonds or notes issued by the State pursuant to the General Resolution, all or a portion of the proceeds of which shall be applied to make the Loan.

"Business Day" means any day on which State offices are open to conduct business.

"CWFP" means the State of Wisconsin Clean Water Fund Program, established pursuant to ss. 281.58 and 281.59, Wis. Stats., and managed and administered by DNR and DOA.

"Code" means the Internal Revenue Code of 1986, as amended, and any successor provisions.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by Title VI of the Water Quality Act.

"FAA" means this Financial Assistance Agreement.

"Fees and Charges" means the costs and expenses of DNR and DOA in administering the CWFP.

"Final Completion" means the Project construction is complete, DNR or agents thereof have certified that the Project was constructed according to DNR approved Plans and Specifications and that the facilities are operating according to design, and DNR has completed all necessary Project closeout procedures.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which part of the Loan principal will be forgiven.

"Financial Assistance Agreement" means this Financial Assistance Agreement between the CWFP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Fiscal Sustainability Plan" means a plan meeting the minimum requirements of section 603(d)(1)(E) of the Act.

"General Resolution" means the Clean Water Revenue Bond General Resolution adopted by the State of Wisconsin Building Commission, as such may from time to time be amended or supplemented by Series Resolutions or Supplemental Resolutions in accordance with the terms and provisions of the General Resolution.

"Loan" means the loan or loans made by the CWFP to the Municipality of which a portion of the principal will be forgiven pursuant to this FAA.

"Loan Disbursement Table" means the table, the form of which is included as Exhibit C hereto, with columns for inserting the following information for the portion of the Loan which is to be repaid with interest:

- (a) amount of each disbursement,
- (b) date of each disbursement,
- (c) the series of Bonds from which each disbursement is made,
- (d) principal amounts repaid, and
- (e) outstanding principal balance.

"Municipal Obligation Counsel Opinion" means the opinion of counsel satisfactory to DOA, issued in conjunction with the Municipal Obligations, stating that:

- (a) the FAA and the performance by the Municipality of its obligations thereunder have been duly authorized by all necessary actions by the governing body of the Municipality, and the FAA has been duly executed and delivered by the Municipality;
- (b) the Municipal Obligations have been duly authorized, executed, and delivered by the Municipality and sold to the CWFP;
- (c) each of the FAA and the Municipal Obligations constitutes a legal, valid, and binding obligation of the Municipality, enforceable against the Municipality in accordance with its respective terms (provided that enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that its enforcement may also be subject to the exercise of judicial discretion in appropriate cases);
- (d) the Municipal Obligations constitute special obligations of the Municipality secured as to payment of principal, interest, and redemption price by the pledged revenues as set forth therein;
- (e) interest on the Municipal Obligations is not included in gross income of the owners thereof for federal income taxation purposes under existing laws, regulations, rulings, and judicial decisions;
- (f) the Municipal Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code and the arbitrage regulations; and
- (g) the Municipal Obligations are not "private activity bonds" as defined in Section 141(a) of the Code.

"Municipal Obligation Resolution" means that action taken by the governing body of the Municipality authorizing the issuance of the Municipal Obligations.

"Municipal Obligations" means the bonds or notes issued and delivered by the Municipality to the CWFP, a specimen copy of which is included in the Municipal Obligations transcript in exchange for the portion of the Loan which is not subject to Principal Forgiveness.

"Municipality" means City of Sheboygan, a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and any successor entity.

"Parallel Cost Percentage" means the proportion of Project Costs eligible for below-market-rate financing relative to the total Project Costs eligible for CWFP financing.

"Parity Obligations" means the Municipality's \$2,947,632 Sewerage System Revenue Bonds, Series 2010A, dated May 26, 2010; its \$8,974,081 Sewerage System Revenue Bonds, Series 2013A, dated October 23,

2013; and any other obligations issued on a parity with the Municipal Obligations pursuant to the restrictive provisions of Section 11 of the Municipal Obligation Resolution.

"Plans and Specifications" means the Project design plans and specifications assigned No. S-2017-0804, approved by DNR on January 10, 2018, as the same may be amended or modified from time to time in accordance with this FAA.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal pursuant to the Act, Regulations, and this FAA of which no repayment thereof shall be required except as may be required per the Act, Statutes, Regulations, or this FAA. The amount of principal forgiveness available for this Project as of the date of this FAA is \$750,000. The applicable percentage of principal forgiveness for this Project, as shown on the Final Funding List, is 25%.

"Progress payments" means payments for work in place and materials or equipment that have been delivered or are stockpiled in the vicinity of the construction site. This includes payments for undelivered, specifically manufactured equipment if: (1) designated in the specifications, (2) could not be readily utilized or diverted to another job, and (3) a fabrication period of more than 6 months is anticipated.

"Project" means the project assigned CFWP Project No. 4019-19 by DNR, described in the Project Manager Summary Page (Exhibit F), and further described in the DNR approval letter for the Plans and Specifications, or portions thereof, issued under s. 281.41, Wis. Stats.

"Project Costs" means the costs of the Project that are eligible for financial assistance from the CFWP under the Statute, which are allowable costs under the Regulations, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Regulations" means the Act, and chs. NR 108, NR 110, NR 150, NR 151, NR 162, and NR 216, Wis. Adm. Code, the regulations of DNR, and ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, as such may be adopted or amended from time to time.

"Series Resolution" or "Supplemental Resolution" shall have the meaning set forth in the General Resolution.

"Servicing Fee" means any servicing fee that may be imposed by DNR and DOA pursuant to s. 281.58(9)(d), Wis. Stats., which shall cover the estimated costs of reviewing and acting upon the Application and servicing this FAA, and which the Municipality is obligated to pay as set forth in Section 3.04 hereof.

"Sewer Use Ordinance" means the ordinance (or other legislative enactments) meeting the requirements of the Regulations and enacted and enforced in each jurisdiction served by the Project.

"Sewerage System" means the entire sewerage system of the Municipality, specifically including that portion of the Project owned by the Municipality and including all property of every nature now or hereafter owned by the Municipality for the collection, transmission, treatment, and disposal of domestic and industrial sewerage and waste.

"State" means the State of Wisconsin.

"Statute" means ss. 281.58 and 281.59, Wis. Stats., as amended.

"Substantial Completion" means the date on which construction of the Project is sufficiently complete in accordance with the contract documents so that the owner can occupy and utilize the Project for its intended use.

"Trustee" means the trustee appointed by the State pursuant to the General Resolution and any successor trustee.

"Use of American Iron and Steel" means the requirements contained in section 608 of the Act.

"User Charge System" means a system of charges meeting the requirements of s. NR 162.08, Wis. Adm. Code.

"User Fees" means fees charged or to be charged to users of the Project or the Sewerage System of which the Project is a part pursuant to a User Charge System or otherwise.

"Water Quality Act" means the federal Water Quality Act of 1987, as amended.

"WPDES Permit" means a Wisconsin Pollutant Discharge Elimination System permit issued under ch. 283, Wis. Stats.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

- (a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.
- (b) All references herein to particular articles or sections are references to articles or sections of this FAA.
- (c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA, nor shall they affect its meaning, construction, or effect.
- (d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to the FAA in its entirety and not the particular article or section of this FAA in which they appear. The term "hereafter" means after and the term "heretofore" means before the date of delivery of this FAA.
- (e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the CWFP The CWFP represents and warrants as follows:

(a) The State is authorized to issue the Bonds in accordance with the Statute and the General Resolution and to use the proceeds thereof to provide funds for the Financial Assistance provided to the Municipality to undertake and complete the Project.

(b) The CWFP has complied with the provisions of the Statute and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(c) The CWFP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (b).

(d) Pursuant to the Statute, the CWFP is authorized to execute and deliver the FAA and to take actions and make determinations that are required of the CWFP under the terms and conditions of the FAA.

(e) The execution and delivery by the CWFP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party, or by which it is bound, or, to the best of the CWFP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the CWFP; all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(f) To the knowledge of the CWFP, there is no action, suit, proceeding, or investigation at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the CWFP, or, to the knowledge of the CWFP, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

Section 2.02. Representations of the Municipality The Municipality represents, covenants, and warrants as follows:

(a) The Municipality possesses the legal municipal form of a city under ch. 62, Wis. Stats. The Municipality is located within the State and is a "municipality" within the meaning of the Statute, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

- (1) conduct its business and own its properties,
- (2) enter into this FAA,
- (3) adopt the Municipal Obligation Resolution,
- (4) issue and deliver the Municipal Obligations to the CWFP as provided herein, and
- (5) carry out and consummate all transactions contemplated by each of the aforesaid documents.

(b) The Municipality's Project is a project that is necessary to prevent the applicant from significantly exceeding an effluent limitation contained in its WPDES Permit (compliance maintenance).

(c) With respect to the issuance of the Municipal Obligations, the Municipality has complied with the Municipal Obligation Resolution and with all applicable laws of the State.

(d) The governing body of the Municipality has duly approved the execution and delivery of this FAA and the issuance and delivery of the Municipal Obligations in the aggregate principal amount of \$2,323,791 and authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by each of the foregoing.

(e) This FAA and the Municipal Obligations have each been duly authorized, executed, and delivered, and constitute legal, valid, and binding obligations of the Municipality, enforceable in accordance with their respective terms.

(f) To the knowledge of the Municipality, there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, threatened against, pending, or affecting the Municipality, or, to the knowledge of the Municipality, any basis therefor:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA or the issuance or delivery of the Municipal Obligations;

(3) in any way contesting or affecting the validity or enforceability of the Municipal Obligation Resolution, the Municipal Obligations, this FAA, or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby or by the Municipal Obligation Resolution or the Municipal Obligations.

(g) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA, the issuance and delivery of the Municipal Obligations, the adoption of the Municipal Obligation Resolution, and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of or default under, any applicable law or administrative regulation of the State or of the United States, any applicable judgment or decree, or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(h) The Municipal Obligations constitute validly-issued, legally-binding special obligations of the Municipality secured as set forth therein.

(i) The resolutions of the Municipality accepting the Financial Assistance and the Municipal Obligation Resolution have been duly adopted by the Municipality and remain in full force and effect as of the date hereof.

(j) The Municipality has full legal right and authority, and all necessary permits, licenses, and approvals (other than such permits, licenses, easements, or approvals that are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to own the

Project, carry on its activities relating thereto, undertake and complete the Project, and carry out and consummate all transactions contemplated by this FAA.

(k) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments in respect to the issuance and sale of the Municipal Obligations and the making of the Loan under this FAA.

(l) The Project is eligible under s. 281.58(7), Wis. Stats., for financing from the CWFPP and the Project Costs are equal to or in excess of the principal amount of the Municipal Obligations. The Project has satisfied the requirements of the State Environmental Review Procedures (SERP) contained in the Regulations. Portions of the Project that are ineligible for financing from the CWFPP are listed within the Project Manager Summary Page attached hereto as Exhibit F. The Municipality intends the Project to be eligible under the Statute throughout the term of this FAA.

(m) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance from the CWFPP under the Statute. All proceeds of any borrowing of the Municipality that have been spent and are being refinanced with the proceeds of the Financial Assistance made hereunder have been spent on eligible Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Financial Assistance shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(n) The Project is in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(o) The Municipality does not intend to lease the Project or enter into a long-term contract for operation of the Project except as set forth in Exhibit D.

(p) The Municipality shall not take or omit to take any action which action or omission shall in any way cause the proceeds of the Bonds to be applied in a manner contrary to that provided in the General Resolution.

(q) The Municipality has not taken and shall not take any action, and presently knows of no action that any other person, firm, or corporation has taken or intends to take, that would cause interest on the Municipal Obligations to be includable in the gross income of the owners of the Municipal Obligations for federal income tax purposes. The representations, certifications, and statements of reasonable expectation made by the Municipality as referenced in the Municipal Obligation Counsel Opinion and No Arbitrage Certificate are hereby incorporated by this reference as though fully set forth herein.

(r) Other than (1) "preliminary expenditures" as defined in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding 20% of the principal amount of the Municipal Obligations, or (2) a "de minimis" amount as defined in Treas. Regs. 26 CFR 1.150-2 in an amount not exceeding the lesser of \$100,000 or 5% of the principal amount of the Municipal Obligations, all of the proceeds of the Bonds loaned to the Municipality (other than refunding proceeds, if any) shall be used for Project Costs paid by the Municipality subsequent to a date which is 60 days prior to the date on which the Municipality adopted a reimbursement resolution pursuant to Treas. Regs. 26 CFR 1.150-2 stating its intent to reimburse other funds of the Municipality used to finance the Project, or subsequent to the issuance date of the Municipal Obligations.

(s) The Municipality represents that it has satisfied all the applicable requirements in s. 281.58, Wis. Stats., and ch. NR 162, Wis. Adm. Code.

(t) The Municipality has adopted a rate, charge, or assessment schedule that will generate annually sufficient revenue to pay the principal of and interest on the Municipal Obligations.

(u) The Municipality is in substantial compliance with all conditions, requirements, and terms of financial assistance previously awarded through the federal construction grants program, the Wisconsin Fund construction grants program, and the CWFP.

(v) The Municipality has met all terms and conditions contained within and received DNR approval for the Municipality's Plans and Specifications for the Project described in the definitions hereof.

(w) The Municipality represents that it submitted to DNR a bid tabulation for the Project with a recommendation to DNR for review and concurrence. The actual Substantial Completion date of the Project was May 17, 2019.

(x) The Municipality acknowledges that s. 281.59(11)(b), Wis. Stats., and the General Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by deducting those amounts from any State payments due the Municipality.

This means that the following State payments would have been subject to this deduction:

	Transportation	State-Shared	Total
2017	\$1,545,327.86	\$11,111,393.75	\$12,656,721.61
2018	\$1,745,669.54	\$11,070,318.82	\$12,815,988.36

The amount of State payments anticipated for this year, among others, and as changed or modified from time to time, that are subject to this deduction are:

2019	\$1,830,104.68	\$11,062,747.51	\$12,892,852.19
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These are not the entire amounts of State aid distributed to the Municipality. Other State aid is subject to intercept on failure of the Municipality to make full Loan payments due the CWFP.

The Municipality acknowledges that s. 70.60, Wis. Stats., and the General Resolution provide that, if the Municipality fails to repay the Loan when due, the State shall recover amounts due the CWFP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

(y) The Municipality acknowledges that the State reserves the right upon default by the Municipality hereunder to have a receiver appointed to collect User Fees from the operation of the Municipality's Sewerage System or, in the case of a joint utility system, to bill the users of the Municipality's Sewerage System directly.

(z) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(aa) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(bb) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of \$3,073,791 with Principal Forgiveness of \$750,000 for payment of Project Costs.

ARTICLE III
LOAN PROVISIONS

Section 3.01. Loan Clauses

(a) Subject to the conditions and in accordance with the terms of this FAA, the CWFP hereby agrees to make the Loan and the Municipality agrees to accept the Loan. As evidence of the portion of the Loan made to the Municipality remaining subsequent to the Principal Forgiveness, the Municipality hereby agrees to sell to the CWFP Municipal Obligations in the aggregate principal amount of \$2,323,791. The CWFP shall pay for the Municipal Obligations in lawful money of the United States, which shall be disbursed as provided in this FAA.

(b) Prior to disbursement, Loan proceeds shall be held by the CWFP or by the Trustee for the account of the CWFP. Earnings on undisbursed Loan proceeds shall be for the account of the CWFP. Loan proceeds shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.06 hereof.

(c) The Loan shall bear interest at the rate of one and 650/1000ths percent (1.65%) per annum, and interest shall accrue and be payable only on Loan principal amounts actually disbursed on the Municipal Obligations, from the date of disbursement until the date such amounts are repaid or forgiven.

(d) Disbursements of Financial Assistance shall generally be made: first, in the form of a Loan disbursement on the Municipal Obligations, which must be at least 5% of the Municipal Obligation amount or \$50,000, whichever is less; second, in the form of Loan disbursements that include the applicable percentage of Principal Forgiveness up to \$750,000; and third, if the Principal Forgiveness cap has been reached, in the form of Loan disbursements on the Municipal Obligations. Principal Forgiveness will be applied at the time of Loan disbursement.

(e) The Municipal Obligations shall include the Loan Disbursement Table (Exhibit C). The actual dates of disbursements shall be reflected as part of the Municipal Obligations. DOA shall make entries as each disbursement is made and as each principal amount is repaid; the CWFP and the Municipality agree that such entries shall be mutually binding.

(f) Upon Final Completion of the Project, DOA may request that the Municipality issue substitute Municipal Obligations in the aggregate principal amount equal to the outstanding principal balance of the Municipal Obligations.

(g) The Municipality shall deliver, or cause to be delivered, a Municipal Obligation Counsel Opinion to the CWFP concurrently with the delivery of the Municipal Obligations.

Section 3.02. Municipal Obligations Amortization Principal and interest payments on the Municipal Obligations shall be due on the dates set forth in Exhibit B of this FAA. The payment amounts shown on Exhibit B are for informational purposes only and assume the full amount of the Municipal Obligations is disbursed and that the full amount of Principal Forgiveness available is applied to the Loan on November 13, 2019. It is understood that the actual amount of the Municipality's Municipal Obligations payments shall be based on the actual date and amount of disbursements on the Municipal Obligations. Notwithstanding the foregoing or anything in the Municipal Obligations, the Municipal Obligations shall be for no longer than twenty (20) years from the date of this FAA and shall mature and be fully amortized not later than twenty (20) years after the original issue date of the Municipal Obligations. Repayment of principal on the Municipal Obligations shall begin not later than twelve (12) months after the expected or actual Substantial Completion date of the Project.

Section 3.03. Type of Municipal Obligation and Security The Municipality's obligation to meet annual debt service requirements on the Municipal Obligations shall be a revenue obligation evidenced by issuance of revenue bonds pursuant to s. 66.0621, Wis. Stats. The security for the Municipality's obligation shall be a pledge of revenues to be derived from the Municipality's Sewerage System, and the Municipality shall agree that, if revenues from the Sewerage System are insufficient to meet annual debt service requirements, the Municipality shall purchase sewerage services in amounts sufficient to meet annual debt service requirements as provided in and set forth in Section 9 of the Municipal Obligation Resolution. The annual revenues net of all current expenses shall be equal to not less than the annual principal and interest requirements on the Municipal Obligations, any Parity Obligations, and any other debt obligations payable from the revenues of the Sewerage System then outstanding, times the greater of (i) 110 percent or (ii) the highest debt service coverage ratio required with respect to any Parity Obligations or any other debt obligations payable from the revenues of the Sewerage System then outstanding. As of the date of this FAA, the required debt service coverage ratio is 110 percent; however, this percentage is subject to change as outlined in the prior sentence. The Municipal Obligations are also secured as provided in Section 3.08 hereof.

Section 3.04. Other Amounts Payable The Municipality hereby expressly agrees to pay to the CWFP:

(a) such Servicing Fee as the CWFP may impose pursuant to s. 281.58(9)(d), Wis. Stats., which shall be payable in semiannual installments on each interest payment date; such a Servicing Fee shall be imposed upon the Municipality after approval of a future Biennial Finance Plan by the State of Wisconsin Building Commission which contains a Servicing Fee requirement, schedule, and amount; and

(b) the Municipality's allocable share of the Fees and Charges as such costs are incurred. Allocable share shall mean the proportionate share of the Fees and Charges based on the outstanding principal of the Loan.

Amounts paid by the Municipality pursuant to this Section 3.04 shall be deposited in the Expense Fund established pursuant to the General Resolution.

Section 3.05. Sale and Redemption of Municipal Obligations

(a) Municipal Obligations may not be prepaid without the prior written consent of the CWFP. The CWFP has sole discretion to withhold such consent.

(b) The Municipality shall pay all costs and expenses of the CWFP in effecting the redemption of the Bonds to be redeemed with the proceeds of the prepayment of the Municipal Obligations. Such costs and expenses may include any prepayment premium applicable to the CWFP and any investment losses incurred or sustained by the CWFP resulting directly or indirectly from any such prepayment.

(c) Subject to subsection (a), the Municipality may prepay the Municipal Obligations with any settlements received from any third party relating to the design or construction of the Project.

(d) Prepayments of the Municipal Obligations shall be applied pro rata to all maturities of the Municipal Obligations.

Section 3.06. Disbursement of Financial Assistance

(a) Under this FAA, Financial Assistance shall be drawn in the order specified in Section 3.01(d) of this document.

(b) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.

(c) The CWFP, through its agents or Trustee, plans to make disbursements of Financial Assistance on a semimonthly basis upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(d) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and CWFP funds were previously disbursed for costs not eligible for CWFP funding or not eligible under this FAA, the CWFP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for CWFP funding or not eligible under this FAA, the Municipality agrees to repay to the CWFP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance available to which the recovery may be applied).

(e) The CWFP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers.

(f) Disbursement beyond ninety-five percent (95%) of the Financial Assistance, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) DNR is satisfied that the Project has been completed in accordance with the Plans and Specifications, DNR has approved all change orders relating to the Project, and DNR has determined that the Project is in compliance with the Municipality's WPDES Permit;

(2) the Municipality certifies to DNR its acceptance of the Project from its contractors;

(3) the Municipality certifies in writing to DNR its compliance with applicable federal requirements (certification must be as prescribed on Exhibit G); and

(4) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

(g) IRS Regulation 1.148-6(d)(1)(iii) applies to project expenditures. It states, in part, "An issuer must account for the allocation of proceeds to expenditures not later than 18 months after the later of the date the expenditure is paid or the date the project, if any, that is financed by the issue is placed in service".

Section 3.07. Remedies

(a) If the Municipality:

- (1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or
- (2) is not complying with or is in violation of any provision set forth in this FAA; or
- (3) is not in compliance with the Statute or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

- (i) Progress payments or disbursements otherwise due the Municipality of up to 20% may be withheld.
- (ii) Project work may be suspended.
- (iii) DNR may request a court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate.
- (iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to make any payment when due on the Municipal Obligations or fails to observe or perform any other covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the CWFP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

- (1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the CWFP under this FAA. DOA may collect all amounts due the CWFP by deducting those amounts from any State payments due the Municipality, or add a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.
- (2) Pursuant to s. NR 162.18(1), Wis. Adm. Code, DNR may: declare the unpaid Loan balance due and immediately payable; increase the interest rate on the unpaid balance of the Loan to the market interest rate in effect on the date the FAA was executed; or immediately terminate the FAA and disburse no additional funds, if the Loan has not been fully disbursed.
- (3) The CWFP may, without giving bond to the Municipality or anyone claiming under it, have a receiver appointed for the CWFP's benefit of the Project and the Municipality's Sewerage System and of the earnings, income, rents, issues, and profits thereof, with such powers as the court making such appointment shall confer. The Municipality hereby irrevocably consents to such appointment.
- (4) In the case of a joint utility system, the CWFP may bill the users of the Municipality's system directly.

(5) The CWFP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.08. Security for the Municipal Obligations In accordance with the terms of the Municipal Obligation Resolution:

(a) as security for the Municipal Obligations, the Municipality hereby pledges the revenue to be derived from the Municipality's Sewerage System (which is a dedicated source of revenue); and

(b) other than as already pledged to the outstanding Parity Obligations, the Municipality shall not pledge the revenues, except as provided in Section 11 of the Municipal Obligation Resolution, to be derived from the Municipality's User Charge System or other revenues pledged under Section 3.08(a) above, to any person other than the CWFP, unless the revenues pledged to such other person meet the highest debt coverage ratio then applicable to the Municipality.

Section 3.09. Effective Date and Term This FAA shall become effective upon its execution and delivery by the parties hereto, shall remain in full force and effect from such date, and shall expire on such date as the Municipal Obligations shall be discharged and satisfied in accordance with the provisions thereof.

ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Insurance The Municipality agrees to maintain property and liability insurance for the Sewerage System and Project that is reasonable in amount and coverage and that is consistent with prudent municipal insurance practices for the term of this FAA. The Municipality agrees to provide written evidence of insurance coverage to the CWFP upon request at any time during the term of this FAA.

In the event that the Sewerage System or Project is damaged or destroyed, the Municipality agrees to use the proceeds from its insurance coverage either to repay the Financial Assistance or to repair or replace the Sewerage System.

Section 4.02. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, to Final Completion in accordance with the Application and the Plans and Specifications. The Municipality shall proceed with the acquisition and construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto, subject to such modifications of Plans and Specifications that alter the cost of the Project, use of space, scope, or functional layout, as may be previously approved by DNR.

Section 4.03. Performance Bonds The Municipality shall provide, or cause to be provided, performance bonds assuring the performance of the work to be performed under all construction contracts entered into with respect to the Project. All performance bonds required hereunder shall be issued by independent surety companies authorized to transact business in the State.

Section 4.04. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed the acquisition and construction of the Project, and do all other acts necessary and possible to entitle it to receive User Fees with respect to the Project at the earliest practicable time. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to the Final Completion of the Project.

(b) The Municipality shall notify DNR of the Substantial Completion of the Project. The Municipality shall cause to be prepared as-built plans for the Project at or prior to completion thereof.

(c) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(d) Upon Final Completion of the Project in accordance with the Plans and Specifications, the Municipality shall:

(1) certify to DNR its acceptance of the Project from its contractors, subject to claims against contractors and third parties;

(2) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit E of this FAA;

(3) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit G of this FAA;

(4) obtain all required permits and authorizations from appropriate authorities for operation and use of the Project; and

(5) submit to DNR an Operation and Maintenance Manual Certification Checklist.

Section 4.05. Payment of Additional Project Costs

(a) In the event of revised eligibility determinations, cost overruns, and amendments exceeding the Financial Assistance amount, the CWFP may allocate additional financial assistance to the Project. The allocation of additional financial assistance may be in the form of a loan at less than the market interest rate, which is established pursuant to the Statute and Regulations. The allocation of additional financial assistance shall depend upon availability of funds, pursuant to the Statute and the Regulations.

(b) In the event that this Financial Assistance is not sufficient to pay the costs of the Project in full, the Municipality shall nonetheless complete the Project and pay that portion of the Project Costs as may be in excess of available Financial Assistance and shall not be entitled to any reimbursement therefore from the CWFP, or the owners of any bonds, except from the proceeds of additional financing which may be provided by the CWFP pursuant to an amendment of this FAA or through a separate FAA.

Section 4.06. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the CWFP, DOA, DNR, nor the Trustee makes any warranty, either express or implied, as to the Project or its condition, or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of engineering reports, facilities plans, Plans and Specifications, or other documents, or the inspection of Project construction by DNR, does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in the Plans and Specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

ARTICLE V
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely to Project Costs.

Section 5.02. Operation and Maintenance: Equipment Replacement Fund

(a) After completion of the Project, the Municipality shall:

(1) at all times operate the Project or otherwise cause the Project to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve, and keep the Project or cause the Project to be maintained, preserved, and kept in good repair, working order, and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Project may be properly conducted in a manner that is consistent with the requirements of the WPDES Permit. The Municipality shall not, without the approval of DNR, discontinue operation of, sell, or otherwise dispose of the Sewerage System, except for portions of the Sewerage System sold or otherwise disposed of in the course of ordinary repair and replacement of parts so long as this FAA is outstanding.

(b) The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. All User Fees or other revenues specifically collected for the equipment replacement fund shall be deposited into the equipment replacement fund and used for replacement and major repair of equipment necessary for the operation of the Sewerage System, or for unexpected, unbudgeted costs incurred for continuing effective operations of the Sewerage System. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement itemized schedule developed by the Municipality or the percentage schedule option. The Project Manager Summary Page (Exhibit F) shall specify the required annual deposit or required minimum balance/percentage.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Sewerage System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, and approvals, and with this FAA, including, without limitation, the Statute, the Regulations, and the WPDES Permit.

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Project and the Sewerage System of which it is a part.

Section 5.05. Establishment of Project Accounts: Audits

(a) The Municipality shall maintain Project accounts in accordance with generally accepted accounting principles (GAAP), including standards relating to the reporting of infrastructure assets and directions issued by the CWFP. Without any request the Municipality shall furnish to DOA as soon as available, and in any event within one hundred eighty (180) days after the close of each fiscal year, a copy of the audit report for such year and accompanying GAAP-based financial statements for such period, as examined and reported by such independent certified public accountants of recognized standing selected by the Municipality and reasonably satisfactory to DOA, whose reports shall indicate that the accompanying financial statements have been prepared in conformity with GAAP and include standards relating to the reporting of infrastructure assets.

(b) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all CWFP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall: permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance; produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them or their authorized representatives; permit extracts and copies of the Project records to be made by them or their authorized representatives; and fulfill information requests by them or their authorized representatives.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project shall be retained so long as this FAA remains in effect. As-built plans for the Project shall be retained for the useful life of the Project.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR access to the Project and related records at all reasonable times, include provisions in all contracts permitting such access during construction and operation of the Sewerage System, and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Engineering Inspection The Municipality shall provide competent and adequate inspection of all Project construction under the direction of a professional engineer licensed by the State. The Municipality shall direct such engineer to inspect work necessary for the construction of the Project and to determine whether such work has been performed in accordance with the Plans and Specifications. Any such work not in accordance with the Plans and Specifications shall be remedied, unless such noncompliance is waived by DNR.

Section 5.09. Tax Covenants

(a) The Municipality covenants and agrees that it shall not take any action, or omit to take any action, which action or omission would result in the loss of the exclusion of the interest on any Municipal Obligations now or hereafter issued from gross income for purposes of federal income taxation as that status is governed by Section 103(a) of the Code or any successor provision.

(b) The Municipality shall not take any action, or omit to take any action, which action or omission would cause its Municipal Obligations to be "private activity bonds" within the meaning of Section 141(a) of the Code or any successor provision.

(c) The Municipality shall not directly or indirectly use, or permit the use of, any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds, or take any action, or omit to take any action, which use or action or omission would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code or any successor provision. The Municipality hereby further covenants to ensure that all amounts actually received by such Municipality from the CWFP are advanced within three Business Days to the entity submitting the invoice (or to reimburse the Municipality) to which each amount relates, and that all amounts actually received by such Municipality from the CWFP shall not be invested in any interest-bearing account.

(d) The Municipality shall not use (directly or indirectly) the proceeds of the Bonds in any manner that would constitute an "advance refunding" within the meaning of Section 149(d)(5) of the Code or any successor provision.

Section 5.10. User Fee Covenant

(a) The Municipality hereby certifies that it has adopted and shall charge User Fees with respect to the Project in accordance with applicable laws and the Statute and in amounts such that revenues of the Municipality with respect to the Project shall be sufficient, together with other funds available to the Municipality for such purposes, to pay all costs of operating and maintaining the Project in accordance with this FAA, and to pay all amounts due under this FAA and the Municipal Obligations.

(b) The Municipality covenants that it shall adopt and shall adequately maintain for the design life of the Project a system of User Fees with respect to the Project in accordance with s. NR 162.08, Wis. Adm. Code. The Municipality covenants that it shall review the User Charge System at least every two years and shall revise and charge User Fees with respect to the Project such that the revenues and funds described in paragraph (a) shall be sufficient to pay the costs described in paragraph (a).

Section 5.11. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Sewerage System; any action, suit, or proceeding at law or in equity, or by or before any governmental instrumentality or agency, or any other event which may impair the ability of the Municipality to construct the Project or operate the Sewerage System or set and collect User Fees as set forth in Section 5.10.

Section 5.12. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, and costs of whatever kind and nature for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project or acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.13. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate the following provision into all Project contracts which have yet to be executed: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.14. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.15. Adequate Funds The Municipality shall have sufficient funds available to repay the Municipal Obligations. The Municipality shall have sufficient funds available when construction of the Project is completed to ensure effective operation and maintenance of the Project for purposes constructed.

Section 5.16. Management The Municipality shall provide and maintain competent and adequate management, supervision, and inspection at the construction site to ensure that the completed work conforms with the Plans and Specifications. The Municipality shall furnish progress reports and such other information as DNR may require.

Section 5.17. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.18. Unpaid User Fees The Municipality shall, to the fullest extent permitted by law, take all actions necessary to certify any unpaid User Fees to the county treasurer in order that such unpaid User Fees will be added as a special charge to the property tax bill of the user.

Section 5.19. Sewer Use Ordinance The Municipality shall comply with the provisions of the Sewer Use Ordinance, as certified in the Application. The Municipality covenants that it shall comply with and enforce all provisions of the Sewer Use Ordinance, as established pursuant to the Statute and Regulations.

Section 5.20. Rebates The Municipality agrees to pay to the CWFP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the CWFP. The CWFP shall then apply the amount it receives as a Loan prepayment or as a recovery of a Loan disbursement with Principal Forgiveness (if there is no outstanding Loan principal balance for the Project).

Section 5.21. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA and the Municipal Obligations) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Statute;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and the Municipal Obligations and any other documents the CWFP deems reasonably necessary to protect its environmental and credit interests; and

(4) the CWFP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the CWFP.

Section 5.22. Wage Rate Requirements The Municipality represents that it shall comply with Section 513 of the Federal Water Pollution Control Act (33 USC 1372), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Section 5.23. Fiscal Sustainability Plan The Municipality has completed all required components of a Fiscal Sustainability Plan and shall maintain the plan at least for the life of the Loan.

Section 5.24. Use of American Iron and Steel The Municipality agrees to comply with requirements for Use of American Iron and Steel contained in section 608 of the Act for products used in the Project which are made primarily of iron and/or steel.

ARTICLE VI
MISCELLANEOUS

Section 6.01. **Notices** All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given, when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

- (a) DEPARTMENT OF ADMINISTRATION
OFFICE OF CAPITAL FINANCE
CLEAN WATER FUND PROGRAM
101 EAST WILSON STREET 10TH FLOOR
MADISON WI 53702-0004
OR
PO BOX 7864
MADISON WI 53707-7864

- (b) DEPARTMENT OF NATURAL RESOURCES
BUREAU OF COMMUNITY FINANCIAL ASSISTANCE
101 SOUTH WEBSTER STREET 2ND FLOOR
MADISON WI 53702-0005
OR
PO BOX 7921
MADISON WI 53707-7921

- (c) US BANK CORP TRUST
MATTHEW HAMILTON EP-MN-WS3T
60 LIVINGSTON AVENUE
ST PAUL MN 55101-2292

- (d) CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by notice in writing given to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. **Binding Effect** This FAA shall be for the benefit of, and shall be binding upon, the CWFP and the Municipality and their respective successors and assigns.

Section 6.03. **Severability** In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. **Amendments, Supplements, and Modifications** This FAA may be amended, supplemented, or modified to provide for additional financial assistance for the Project by the CWFP to the Municipality or for other purposes. All amendments, supplements, and modifications shall be in writing between the CWFP (by DNR and DOA acting under authority of the Statute) and the Municipality.

Section 6.05. **Execution in Counterparts** This FAA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 6.06. **Applicable Law** This FAA shall be governed by and construed in accordance with the laws of the State, including the Statute.

Section 6.07. Benefit of Financial Assistance Agreement This FAA is executed, among other reasons, to induce the purchase of the Municipal Obligations. Accordingly, all duties, covenants, obligations, and agreements of the Municipality herein contained are hereby declared to be for the benefit of, and are enforceable by, the CWFP, its Trustee, or its authorized agent.

Section 6.08. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for: better assuring, conveying, and providing Principal Forgiveness; and assigning, and confirming the rights, security interests, and agreements concerning Principal Forgiveness or intended to be Principal Forgiveness provided by this FAA and relating to the Municipal Obligations.

Section 6.09. Assignment of Municipal Obligations The Municipality hereby agrees that the Municipal Obligations may be sold, transferred, pledged, or hypothecated to any third party without the consent of the Municipality.

Section 6.10. Covenant by Municipality as to Compliance with General Resolution The Municipality covenants and agrees that it shall comply with the provisions of the General Resolution with respect to the Municipality and that the Trustee and the owners of the Bonds shall have the power and authority provided in the General Resolution. The Municipality further agrees to aid in the furnishing to DNR, DOA, or the Trustee of opinions that may be required under the General Resolution.

Section 6.11. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

- (a) The CWFP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.
- (b) If the Municipality wishes to unilaterally terminate all or any part of the Project work for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the CWFP determines that there is a reasonable basis for the requested termination, the CWFP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the CWFP determines that the Municipality has ceased work on the Project without reasonable basis, the CWFP may unilaterally terminate Financial Assistance or rescind this FAA.

Section 6.12. Rescission The CWFP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

- (a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;
- (b) there is substantial evidence this FAA was obtained by fraud;
- (c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;
- (d) the Municipality has failed to comply with the covenants contained in this FAA; or
- (e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the CWFP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first written above.

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen
Mayor

Attest: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By: _____
Authorized Officer

EXHIBIT A
PROJECT BUDGET SHEET

CITY OF SHEBOYGAN
 CWFP Project No. 4019-19

	Total Project Costs	Ineligible SDWLP Costs	SDWLP Total Award Amount for this Project
Force Account	\$0	\$0	\$0
Interim Financing Costs	\$0	\$0	\$0
Preliminary Engineering	\$100,000	\$0	\$100,000
Land or Easement Acquisition	\$0	\$0	\$0
Engineering/Construction Mgmt.	\$55,000	\$0	\$55,000
Construction/Equipment	\$2,780,828	\$0	\$2,780,828
Contingency	\$123,893	\$0	\$123,893
Miscellaneous Costs	\$6,070	\$0	\$6,070
SDWLP Closing Costs	\$8,000	\$0	\$8,000
Total	\$3,073,791	\$0	\$3,073,791
Principal Forgiveness Amount (A)			\$750,000
Net SDWLP Loan Amount			\$2,323,791

A = Principal Forgiveness is calculated and awarded up to 25% of the eligible CWFP Total Award Amount for this Project, with a principal forgiveness cap of \$750,000.

EXHIBIT B

LOAN AMORTIZATION SCHEDULE

INTEREST RATES AND PRINCIPAL REPAYMENT SCHEDULE

EXHIBIT C

FORM OF LOAN DISBURSEMENT TABLE

<u>Amount of Disbursement</u>	<u>Date of Disbursement</u>	<u>Series of Bonds</u>	<u>Principal Repaid</u>	<u>Principal Balance</u>
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____
\$ _____	_____	_____	\$ _____	\$ _____

EXHIBIT D

OPERATING CONTRACTS

As of the date of this FAA, the Municipality does not have any contracts with private entities or other governmental units to operate its Sewerage System.

EXHIBIT E

ENVIRONMENTAL IMPROVEMENT FUND
 CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed DBE Subcontractor Utilization Form (EPA Form 8100-4). Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Stats.).

Municipality Name: City of Sheboygan	Project Number: 4019-19	Loan/Grant Amount: \$ 3,073,791
Project Description: Replace medium voltage switchgear at WWTP		
Did the municipality satisfy the DBE requirements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If no, refer to Project Manager Summary Page of the FAA.)		

Construction/Equipment/Supplies Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout
Prime: Altmeyer Electric, Inc.	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input checked="" type="checkbox"/> N/A	Electrical	\$2,780,828	
Sub: Price & Sons	<input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other	Electrical	\$90,000	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

Professional/Technical Services Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate \$	Actual Amount Paid to DBE Firm
				Municipality Completes at Project Closeout :
Prime: Strand Associates	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input checked="" type="checkbox"/> Other X N/A	Engineering	\$132,000	
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Prime:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other <input type="checkbox"/> N/A			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
Sub:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Other			
				Total MBE \$ _____
				Total WBE \$ _____
				Total Other \$ _____

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number
-------------------------------------	---------------	--------------

Certification		
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.		
Name/Title of Municipal Official	Signature	Date Signed

EXHIBIT F

PROJECT MANAGER SUMMARY PAGE

CITY OF SHEBOYGAN
CWFP Project No. 4019-19

1. **Project Description:** This Project will replace aging electrical switch gear at the wastewater treatment plant. New gear that is designed to modern electrical standards will be installed.
2. **Ineligible Costs:** No ineligible costs were identified in the review of this Project. If the Department identifies ineligible costs as the Project progresses, the Department will notify the Municipality.
3. **Contingency Allowance:** The Contingency allowance of \$123,893 is five percent of the amount of uncompleted construction work adjusted for CME reviewed change orders. The Municipality must obtain CME approval of change orders prior to requesting reimbursement.

Base contingency (Uncompleted construction work x 5%)	\$139,042
--	-----------

Contractor	Contract No.	CO No.	
Altmeyer Electric, Inc.	1-2017	1	\$(15,149)

Total Contingency Allowance	\$123,893
-----------------------------	-----------

4. **Equipment Replacement Fund:** The Municipality shall establish an equipment replacement fund according to s. NR 162.08, Wis. Adm. Code, and maintain the equipment replacement fund as a separate fund of the Municipality. Annual deposits shall be made to the equipment replacement fund in amounts sufficient to meet the equipment replacement schedule developed by the Municipality. Based on review of the equipment replacement fund information in the CWFP application, the annual deposit is estimated at \$896,050.
5. **DBE Good Faith Efforts:** The Municipality and their prime contractor made good faith efforts to obtain DBE participation in the Project. The prime contractor is subcontracting with one MBE, Price & Sons Inc., for approximately \$90,000 of work.
6. **Use of American Iron and Steel:** This Project is subject to the Use of American Iron and Steel (UAIS) requirements of section 608 of the Act.
7. **Fiscal Sustainability Plan:** The Municipality certified to DNR that a Fiscal Sustainability Plan (FSP) that meets the requirements of section 603(d)(1)(E) of the Act has been developed and that the plan will be maintained at least for the life of the Loan.
8. **Miscellaneous Costs:** \$6,070 of Project Costs are included on the Miscellaneous line of the budget (Exhibit A) for geotechnical services.

EXHIBIT G

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Project Completion and Closeout]

The undersigned officials of the City of Sheboygan (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. 4019-19 (the "Project"), the Municipality has met the prevailing wage rate requirements of the Davis-Bacon Act.

The Municipality further certifies that, after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. 4019-19 has met the requirements for the Use of American Iron and Steel contained in section 608 of the Federal Water Pollution Control Act, as amended.

The Municipality further certifies that a Fiscal Sustainability Plan meeting the requirements of section 603(d)(1)(E) of the Federal Water Pollution Control Act, as amended, has been completed for the treatment works and that the plan will be maintained at least for the life of the CWFP Loan for the Project.

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____
[Name of Municipal Official or
Authorized Representative]
[Title]

Dated as of: _____

Attest: _____
[Name of Clerk or Secretary]
[Title]

Dated as of: _____

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.C. 346-18-19 (R.O. 240-18-19) is a claim from Sonia Garay for alleged damage to her vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: October 11, 2019

MEETING DATE: October 28, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This is a claim for alleged damages to Ms. Garay's vehicle by a City of Sheboygan street sweeper.

STAFF COMMENTS:

City staff has reviewed the claim and under the authorization by the Common Council Resolution No. 93-14-15, the City of Sheboygan has settled the claim in the amount of \$745.05.

ACTION REQUESTED:

Motion to recommend the common council receive R.C. 346-18-19 (R.O. 240-18-19) and file

ATTACHMENTS:

- I. R.C. 346-18-19 (R.O. 240-18-19)

VI

5.42

R. C. No. 346 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 240-18-19 by City Clerk submitting a claim from Sonia Garay for alleged damages to her vehicle when a City of Sheboygan truck backed up into her car; recommends referring to Finance and Personnel Committee of the new council.

*Finance & Personnel
2019-2020*

Pered Punglitz
James A. Bohrer
[Signature] _____
_____ Committee

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

Dated _____ 20__ . _____, City Clerk

Approved _____ 20__ . _____, Mayor

II

4.4

R. O. No. 240 - 18 - 19. By CITY CLERK. April 3, 2019.

Submitting a claim from Sonia Garay for alleged damages to her vehicle when a City of Sheboygan truck backed up into her car.

CITY CLERK

*Finance & Personnel
4-8-19 letter to Finance & Personnel
of the council*

DATE RECEIVED

3-25-19

RECEIVED BY

Uke

CLAIM NO.

31-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAR 25 19 9:58

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

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

- 1. Name of Claimant: Sonia Garcia
- 2. Home address of Claimant: 2118 N. 11th Street
- 3. Home phone number: (414) 236-4041
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 3/11/19 12:50pm

6. Where did damage or injury occur? (give full description) by 9th and BLUFF AVE

7. How did damage or injury occur? (give full description) Was Driving behind truck, it stopped, I stopped, the truck went in Reverse, I sounded my horn and did not have enough time to reverse my vehicle, trucks backed up into my car.

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

(a) Name of such officer or employee, if known: _____

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

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

(a) Public property alleged to be dangerous: _____

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

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

No injuries to anyone.

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

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

Auto:	\$ <u>745.05</u>
Property:	\$ _____
Personal injury:	\$ _____
Other: (Specify below)	\$ _____
TOTAL	\$ <u>745.05</u>

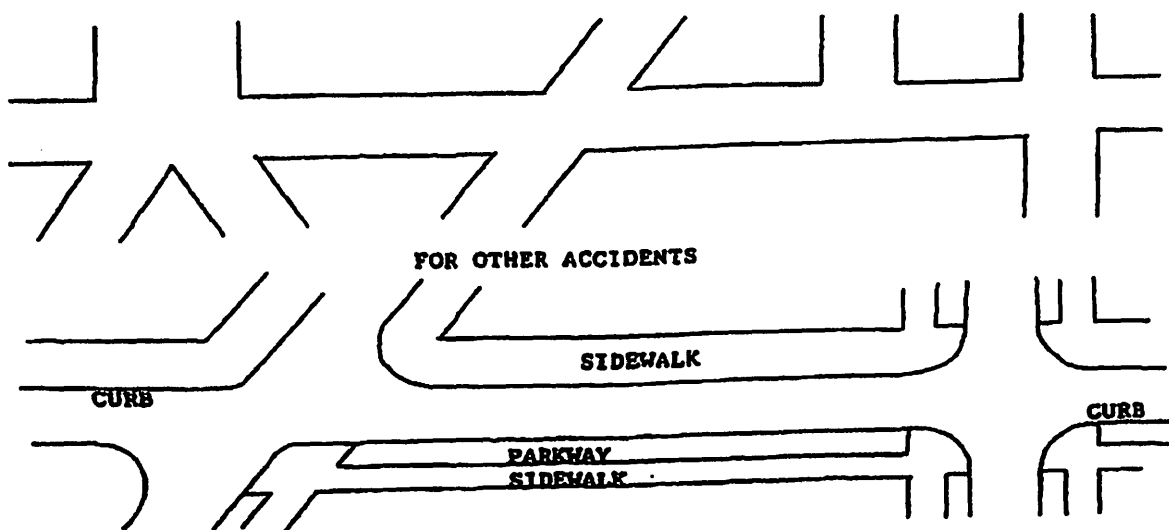
Damaged vehicle (if applicable)

Make: Nissan Model: Sentra Year: 2006 Mileage: 250,643

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Senia Gray DATE 3-23-19

DATE RECEIVED 3-25-19

RECEIVED BY MKC

CLAIM NO. 31-18

CLAIM

Claimant's Name: Sonia Garay

Auto \$ 745.05

Claimant's Address: 2118 N. 11th Street

Property \$ _____

Sheboygan WI 53081

Personal Injury \$ _____

Claimant's Phone No. (414) 236-4041

Other (Specify below) \$ _____

TOTAL \$ 745.05

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 745.05.

SIGNED Sonia Garay

DATE: 3-23-19

ADDRESS: 2118 N. 11th Street, Sheboygan WI 53081

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

Van Horn Collision Center
Please send all payments to: P.O. Box 298, Plymouth, WI 53073
3512 Wilgus Road
Sheboygan, WI 53082

*** PRELIMINARY ESTIMATE ***

03/21/2019 11:13 AM

Owner

Owner: SONIA GARAY
Address: 2118 N 11TH STREET
City State Zip: Sheboygan, WI 53081

Work/Day: (414)238-4041
FAX:

Inspection

Inspection Date: 03/21/2019 11:11 AM
Primary Impact: Front
Driveable: Yes

Inspection Type:
Secondary Impact:
Rental Assisted: Yes

Appraiser Name: CRYSTAL JUHASZ

Appraiser License # :

Repairer

Repairer: VAN HORN HYUNDAI
Address: PO BOX 298
P.O. BOX 298
City State Zip: Plymouth, WI 53073
Email: BODYSHOP@VHCARS.COM

Contact:
Work/Day: (920)457-3808
FAX: (920)459-4126
Work/Day:

Target Complete Date/Time:

Days To Repair: 2

Vehicle

2006 Nissan Sentra 1.8S 4 DR Sedan
4cyl Gasoline 1.8
4 Speed Automatic

Lic.Plate: ADS8016
Lic Expire:
Prod Date: 12/2005
Veh Insp#:
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage
Ext. Paint Code: B23

Lic State: WI
VIN: 3N1CB51D16L508384
Mileage: 250,643
Mileage Type: Actual
Code: Z1763G
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

AM/FM CD Player
Bucket Seats
Digital Clock
Keyless Entry System
Power Brakes
Power Steering
Rem Trunk-/Gate Release
Tilt Steering Wheel
Velour/Cloth Seats

Air Conditioning
Center Console
Dual Airbags
Lighted Entry System
Power Door Locks
Power Windows
Split Folding Rear Seat
Tinted Glass

Alarm System
Cruise Control
Intermittent Wipers
Overhead Console
Power Mirrors
Rear Window Defroster
Tachometer
Trip Computer

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	EC	6		Cover,Front Bumper >> KEYSTONE	Replace Economy	\$288.00*			1.4	SM
2	L	6	13	Cover,Front Bumper	Refinish 2.6 Surface 0.6 Two-stage setup 0.5 Two-stage				3.7	RF
3	RI	11		Filler,Front Bumper LT	R & I Assembly					SM
4	RI	12		Filler,Front Bumper RT	R & I Assembly					SM
5	RI	93		Brkt,Front Lic Plate	R & I Assembly				0.1	SM
6	E	61		Brkt,Front Bumper Mtg LT	622224Z000	\$1.60			INC	SM
7	E	62		Brkt,Front Bumper Mtg RT	622224Z000	\$1.60			INC	SM
Manual Entries										
8	L	M03		Flex Additive	Refinish	\$6.00*				RF
9	L	M60		Hazardous Waste Removal	Refinish	\$6.00*				SM
9				Items						
			MC	Message						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

Estimate Total & Entries

Gross Parts						\$3.20				
Other Parts						\$310.00				
Paint & Materials				3.7 Hours @	\$42.00	\$155.40				
Parts & Material Total									\$488.60	
Tax on Parts & Material				@	5.500%				\$25.77	
Labor				Rate	Replace Repair Hrs	Total Hrs				
Sheet Metal (SM)				\$62.00	1.5	1.5	\$93.00			
Mech/Elec (ME)				\$115.00						
Frame (FR)				\$72.00						
Refinish (RF)				\$62.00	3.7	3.7	\$229.40			
Labor Total						5.2 Hours			\$322.40	
Tax on Labor				@	5.500%		\$17.73			
Gross Total									\$834.50	
Net Total									\$834.50	

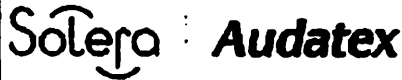
Alternate Parts Y/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53082 Default
 Rate Name Default

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

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

Op Codes

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



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

*** PRELIMINARY ESTIMATE ***

03/20/2019 02:35 PM

Owner

Owner: SONYA GARAY
Address:

Work/Day: (414)236-4041

Inspection

Inspection Date: 03/20/2019 02:37 PM

Inspection Type:

Repairer

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

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

Target Complete Date/Time:

Days To Repair: 2

Vehicle

2008 Nissan Sentra 1.8S 4 DR Sedan
4cyl Gasoline 1.8
4 Speed Automatic

Lic.Plates: ADS-8016
Lic Expire:
Veh Insp# :
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 3N1CB51D161508384
Mileage Type: Actual
Code: Z1763G
Int. Color:
Int. Refinish: Two-Stage

Options

AM/FM CD Player
Bucket Seats
Digital Clock
Keyless Entry System
Power Brakes
Power Steering
Rem Trunk-L/Gate Release
Tilt Steering Wheel
Velouria Cloth Seats

Air Conditioning
Center Console
Dual Airbags
Lighted Entry System
Power Door Locks
Power Windows
Split Folding Rear Seat
Tinted Glass

Alarm System
Cruise Control
Intermittent Wipers
Overhead Console
Power Mirrors
Rear Window Defroster
Tachometer
Trip Computer

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
------	----	-------	----	-------------	--------------	-------	---------	-------	---

Front Bumper

1	EC	6		Cover,Front Bumper	Replace Economy	\$169.00*	1.4	SM
2	L	6	13	Cover,Front Bumper	Refinish 2.6 Surface 0.6 Two-stage setup 0.5 Two-stage		3.7	RF
3	EC	94		Absorber,Front Energy	Replace Economy	\$64.00*	INC	SM

Manual Entries

4	SB			HAZARD. WSTE. REM.	Sublet Repair	\$3.00*		SM
5	L			FLEX ADDITIVE	Refinish	\$6.00*		RF
5				Items				

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts			\$239.00
Paint & Materials	3.7 Hours @ \$40.00		\$148.00
Parts & Material Total			\$387.00
Tax on Parts & Material	@ 5.500%		\$21.29

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	1.4		1.4	\$88.80
Mech/Elec (ME)	\$80.00				
Frame (FR)	\$72.00				
Refinish (RF)	\$62.00	3.7		3.7	\$228.40
Labor Total				5.1 Hours	\$316.20
Tax on Labor		@ 5.500%			\$17.39
Sublet Repairs					\$3.00
Tax on Sublet		@ 5.500%			\$0.17
Grand Total					\$745.05
Net Total					\$745.05

Alternate Parts Y/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host
Rate Plan: Default

Audatex Estimating 8.0.842 Update 4 ES 03/20/2019 02:39 PM REL 8.0.842 Update 4 DT 03/01/2019 DB 03/16/2019
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1.0 HOURS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

O: 00

* User-Entered Value ^ = Labor Matches System Assigned Rates E = Replace OEM

G7L09WHWWH
C19-04753

Wisconsin Motor Vehicle
Crash Report

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

G7L09WHWWH

Document Number Override		Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy OFFICER PAUL GRAENING	
Crash Date 03/11/2019		Crash Time 12:50 PM	Date Arrived 03/11/2019	Time Arrived 01:05 PM	
Date Notified 03/11/2019		Time Notified 12:50 PM	Total Units 02	Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone	School Bus Related NO		Tags	
<input type="checkbox"/> Reportable	Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash	

Location		Latitude	Longitude	Lat/Long Source	Access Control
ON BLUFF AVE 186 FT E OF N 9TH ST IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY		43.76643948	-87.7138858	TL7/LT	
		X Coordinate	Y Coordinate	On Roadway Link ID#	On Roadway Link Offset
		442540.7187	4846180	4648480	252
		Override <input type="checkbox"/>	Tribal Land	Structure Type NO STRUCTURE	

Crash Scene	
First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY
Manner of Collision 02--FRONT TO REAR	Light Condition DAYLIGHT
Road Surface Condition(s) DRY	Environment Factor(s) NONE
Roadway Factor(s) NONE	Weather Condition(s) CLEAR
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION
Tribal Land	Access Control NO CONTROL
	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION
	Intersection Type NOT AN INTERSECTION

Unit Summary

01 UNIT	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type TRUCK	
	Vehicle Type UTILITY TRUCK/PICKUP TRUCK				Operating As Endorsements	
	Total Occs 2	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

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C19-04753

Wisconsin Motor Vehicle
Crash Report

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

01 UNIT INDIVIDUAL	Role DRIVER		Citations Issued 0	<input type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL		
	Last Name MICHALESKO		First Name JAMES		Middle Initial CHARLES	Suffix	
	Street Address 1536 DIVISION AVE		Street Address 2		PO Box		
	City SHEBOYGAN		State WI	Zip Code 53083	Country of Residence UNITED STATES		
	DOB 09/12/1979	Sex M	Race W	Hair RED	Eyes HAZEL	Height 511	Weight 250
	Phone Number (708) 906-9601 EXT.		Country of Issuance UNITED STATES		DL Expiration Year 2026		
	Driver's License Number M2424437933205		State WI	License Jurisdiction STATE	Country of Issuance UNITED STATES		
	License Type COMMERCIAL DRIVER LICENSE (CDL)		License Status VALID LICENSE		DL Expiration Year 2026		
	On Duty Accident Equipment		Safety Equipment SHOULDER & LAP BELT				
	Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORC)		Helmet Compliance				
	Helmet Use		Tint Compliance				
	Eye Protection		Airbag NON DEPLOYED				
	Injury Severity NO APPARENT INJURY		Ejection Path NOT EJECTED/NOT APPLICA				
	Ejected NOT EJECTED		Trapped/Extricated NOT TRAPPED		EMS Agency Identifier		
	Medical Transport NOT TRANSPORTED		EMS Fun #		Date of Death		
Hospital		Time of Death		Location			
Striking Unit #		To/From School		Action			
Prior Action		Action Other					
Distracted By Action NOT DISTRACTED		Individual Condition APPEARED NORMAL					
Distracted By Source UNKNOWN		Suspected Alcohol Use NO		Suspected Drug Use NO			
Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results			
Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results			
Drug Type							
02 UNIT INDIVIDUAL	Role PASSENGER		Citations Issued 0	<input type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL		
	Last Name FRYMAN		First Name ADAM		Middle Initial JOSEPH	Suffix	
	Street Address 2321 N 27TH PL		Street Address 2		PO Box		
	City SHEBOYGAN		State WI	Zip Code 53083	Country of Residence UNITED STATES		

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C19-04753

Wisconsin Motor Vehicle
Crash Report

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

UNIT INDIVIDUAL UNIT INDIVIDUAL UNIT INDIVIDUAL

DOB 09/12/1988	Sex M	Race W	Hair BLOND	Eyes BLUE	Height 603	Weight 275	Phone Number (715) 213-3346 EXT.
Driver's License Number F6550108033208			State WI	License Jurisdiction STATE	Country of Issuance UNITED STATES		
License Type NON-CDL DRIVER'S LICENSE			License Status VALID LICENSE		DL Expire Year 2023		
On Duty Accident		Safety Equipment SHOULDER & LAP BELT					
Seat Position 3--FRONT SEAT-RIGHT SIDE (TRAIN ENGINEE		Helmet Use Helmet Compliance					
Eye Protection		Tint Compliance					
Injury Severity NO APPARENT INJURY		Airbag NON DEPLOYED					
Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICA		Trapped/Extricated NOT TRAPPED			
Medical Transport NOT TRANSPORTED		EMS Agency Identifier		EMS Run #			
Hospital		Date of Death		Time of Death			
Striking Unit #		Location		To/From School			
Prior Action		Action					
Distracted By Action		Action Other					
Distracted By Source		Action Other					
Individual Condition APPEARED NORMAL		Suspected Alcohol Use NO					
Suspected Alcohol Use NO		Suspected Drug Use NO					
Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type				Alcohol Test Results	
Drug Test Given TEST NOT GIVEN		Drug Test Type				Drug Test Results	
Drug Type							
License Plate Number 60101			Plate Type LTK - LIGHT TRUCK	St WI	Country of Issuance UNITED STATES		
Vehicle Identification Number 1GBJK34132E107316				Year 2002	Make CHEVROLET		
Model UNKNOWN			Body Style TK - TRUCK		Color BLU - BLUE		
Initial Contact Point 8--REAR							

G7L09WHWWH
C19-04753

Wisconsin Motor Vehicle
Crash Report

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

01	UNIT	Extent Of Damage NO DAMAGE		Vehicle Damage NO DAMAGE		
		Towed Due To Damage NOT TOWED		Vehicle Factors		
01	VEHICLE	Vehicle Removed By OPERATOR		NOT APPLICABLE		
		What Driver Was Doing BACKING		Driver Prior Action Other	Bus Use NOT A BUS	
01	VEHICLE	Driver Actions LOOKED BUT DID NOT SEE				
		<input type="checkbox"/> Vehicle Owner Same As Operator		<input type="checkbox"/> Use Operator Address		
		Organization Type	Company Name SHEBOYGAN CITY			
		Last Name	First Name	Middle	Suffix	Date of Birth
		Street Address 828 CENTER AVE	Street Address2		PO Box	
		City SHEBOYGAN	St WI	Zip Code 53081	Country of Residence UNITED STATES	
		Telephone Number (920) 458-3388 EXT.				
01	01	Event MOTOR VEH IN TRANSPORT				
02	02	Event				
03	03	Event				
04	04	Event				
01	DRIVER	Insurance Company CITIES-&VILLAGES-MUTUAL-INS-CO		<input checked="" type="checkbox"/> Policy Holder Same As Owner	<input type="checkbox"/> Policy Holder Same As Driver	
		Organization Type GOVERNMENT	Last Name	First Name	Policy Holder Company SHEBOYGAN CITY	

Unit Summary

02	UNIT	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE	
		Vehicle Type PASSENGER CAR		Operating As Endorsements			
02	UNIT	Total Occs 2	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
		Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
		Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
		Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
		Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	
		Truck Bus or HazMat NO					
		Role DRIVER		Citations Issued 0	<input type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL	

G7L09WHWWH
C19-04753

Wisconsin Motor Vehicle
Crash Report

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

02

UNIT

UNIT

UNIT

INDIVIDUAL 03

Last Name GARAY		First Name SONIA		Middle Initial E	Suffix
Street Address 2118 N 11TH ST		Street Address 2		PO Box	
City SHEBOYGAN		State WI	Zip Code 53081	Country of Residence UNITED STATES	
DOB 12/27/1954	Sex F	Race H	Hair BROWN	Eyes BROWN	Height 402
Weight 158		Phone Number (414) 236-4041 EXT.			
Driver's License Number G6007855486703		State WI	License Jurisdiction STATE	Country of Issuance UNITED STATES	
License Type NON-CDL DRIVER'S LICENSE		License Status VALID LICENSE		DL Expiration Year 2023	
On Duty Accident		Safety Equipment			
Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORC		SHOULDER & LAP BELT			
Helmet Use		Helmet Compliance			
Eye Protection		Tint Compliance			
Injury Severity NO APPARENT INJURY		Airbag NON DEPLOYED			
Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICA	Trapped/Extricated NOT TRAPPED		
Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #		
Hospital		Date of Death	Time of Death		
Striking Unit #		Location	To/From School		
Prior Action		Action			
Distracted By Action NOT DISTRACTED					
Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		Action Other			
Individual Condition APPEARED NORMAL					
Suspected Alcohol Use NO		Suspected Drug Use NO			
Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type		Alcohol Test Results		
Drug Test Given TEST NOT GIVEN	Drug Test Type		Drug Test Results		
Drug Type					
Role PASSENGER		Citations Issued 0	<input checked="" type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL	
Last Name GARAY		First Name MANUEL		Middle Initial A	Suffix
Street Address 2118 N 11TH ST		Street Address 2		PO Box	
City SHEBOYGAN		State WI	Zip Code 53081	Country of Residence UNITED STATES	

02

04

G7L09WHWWH
C19-04753

Wisconsin Motor Vehicle
Crash Report

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

UNIT

UNIT

UNIT

INDIVIDUAL

DOB 02/18/1945	Sex M	Race H	Hair BROWN	Eyes BROWN	Height 605	Weight 185	Phone Number (414) 236-4041 EXT.
Driver's License Number G6005414505808			State WI	License Jurisdiction STATE		Country of Issuance UNITED STATES	
License Type NON-CDL DRIVER'S LICENSE			License Status VALID LICENSE			DL Expiration Year 2021	
On Duty Accident		Safety Equipment SHOULDER & LAP BELT					
Seat Position 3--FRONT SEAT-RIGHT SIDE (TRAIN ENGINEE			Helmet Use Helmet Compliance				
Eye Protection			Tint Compliance				
Injury Severity NO APPARENT INJURY		Airbag NON DEPLOYED					
Ejected NOT EJECTED			Ejection Path NOT EJECTED/NOT APPLICA		Trapped/Extricated NOT TRAPPED		
Medical Transport NOT TRANSPORTED			EMS Agency Identifier		EMS Run #		
Hospital			Date of Death		Time of Death		
Striking Unit #		Location			To/From School		
Prior Action			Action				
Distracted By Action			Action Other				
Distracted By Source			Action Other				
Individual Condition APPEARED NORMAL		Suspected Alcohol Use NO					
Suspected Alcohol Use NO		Suspected Drug Use NO					
Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type				Alcohol Test Results	
Drug Test Given TEST NOT GIVEN		Drug Test Type				Drug Test Results	
Drug Type							
License Plate Number ADS9016			Plate Type AUT - AUTOMOBILE		St WI	Country of Issuance UNITED STATES	
Vehicle Identification Number 3N1CB51D16L508384					Year 2008	Make NISSAN	
Model SENTRA 1.8			Body Style 4D - 4DR			Color BLU - BLUE	
Initial Contact Point 12--FRONT							

G7L09WHWWH
C19-04753

Wisconsin Motor Vehicle
Crash Report

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

02	Extent Of Damage MINOR DAMAGE		Vehicle Damage 12-FRONT		
	Towed Due To Damage NOT TOWED		Vehicle Factors		
	Vehicle Removed By OPERATOR		NOT APPLICABLE		
	What Driver Was Doing SLOW/STOPPING		Driver Prior Action Other	Bus Use NOT A BUS	
UNIT VEHICLE	Driver Actions NO CONTRIBUTING ACTION				
	<input checked="" type="checkbox"/> Vehicle Owner Same As Operator			<input type="checkbox"/> Use Operator Address	
	Organization Type INDIVIDUAL		Company Name		
	Last Name GARAY		First Name SONIA	Middle E	Suffix
	Date of Birth 12/27/1964				
	Street Address 2118 N 11TH ST		Street Address2		PO Box
	City SHEBOYGAN		St WI	Zip Code 53081	Country of Residence UNITED STATES
	Telephone Number (414) 238-4041 EXT.				
	Event MOTOR VEH IN TRANSPORT				
	Event				
Event					
Event					
UNIT	Insurance Company STATE-FARM-GENERAL-INS-CO		<input checked="" type="checkbox"/> Policy Holder Same As Owner		<input type="checkbox"/> Policy Holder Same As Driver
	Organization Type INDIVIDUAL	Last Name GARAY	First Name SONIA	Policy Holder Company	

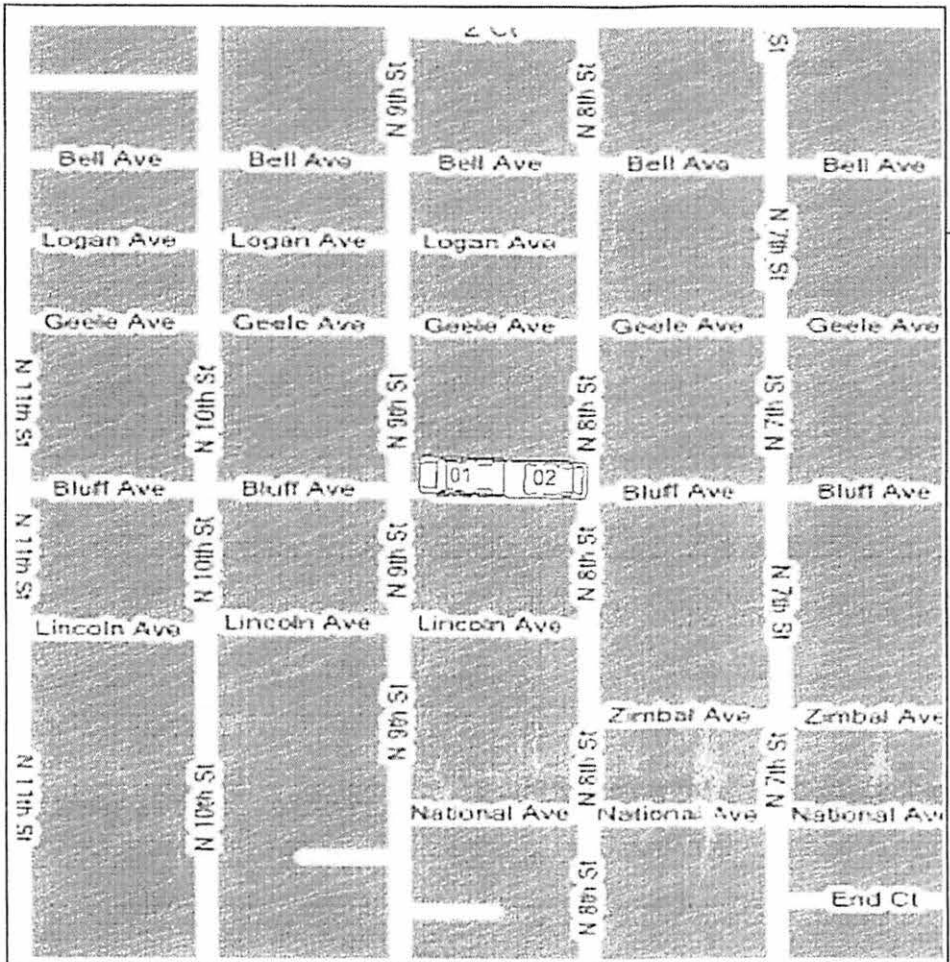
Description

Diagram

Reconstruction By
Photos By

Additional Information

Wisconsin Motor Vehicle
Crash Report



Narrative

UNIT 1 WAS STOPPED IN THE ROAD AND MAKING BACKING MANEUVER. UNIT 2 WAS BEHIND UNIT 1. DRIVER 1 SAID HE DID NOT SEE UNIT 2 WHEN BEGINNING BACKING AND STRUCK UNIT 2 IN THE FRONT CAUSING MINOR DAMAGE. DRIVER 1 CLAIMED HE BELIEVED THAT THE LISTED PASSENGER IN VEHICLE WAS DRIVER. WHEN OFFICER SPOKE WITH DRIVER 2 SHE SAID SHE WAS DRIVING AND THAT SHE WAS BEHIND UNIT 1 AND IT BACKED UP INTO HER IN THE MIDDLE OF THE STREET. NO DAMAGE OBSERVED ON UNIT 1. NO CITATIONS ISSUED. GRAENING 444

Signature

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

Law Enforcement Agency

Agency Space SQUAD 14 ID WI DL'S				
Officer Rank OFCR	Officer Last Name GRAENING	Officer First Name PAUL	Officer Middle Name L	Suffix
DOT Officer ID 444		DNR Officer ID		Officer Badge Number 444
Officer EMail				
Local Agency Number 5961		Law Enforcement Agency Jurisdiction SHEBOYGAN		Law Enforcement Agency type CITY POLICE
Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT			TAS Agency Name SHEBOYGAN POLICE DEPARTMENT	
Law Enforcement Agency Street Address			Law Enforcement Agency Street Address2	

G7L09WHWWH
C19-04753

**Wisconsin Motor Vehicle
Crash Report**

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

1315 N 23RD ST			
Law Enforcement Agency City SHEBOYGAN	LEA State WI	Law Enforcement Agency Zip Code 53081	
Law Enforcement Agency Phone Number (920) 459-3333 EXT.	ORI Number WI0600200	BPURC Agency 6961	TrCS Agency Number 427

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.C. 324-18-19 (R.O. 219-18-19) is a claim from Progressive Insurance on behalf of Phyllis Bathel for alleged damage to her vehicle. R.C. 334-18-19 (R.O. 176-18-19) is a claim from Phyllis Bathel for alleged damage to her vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: October 11, 2019

MEETING DATE: October 28, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This is a claim for alleged damages to Ms. Bathel's vehicle by a City of Sheboygan vehicle.

STAFF COMMENTS:

City staff has reviewed the claim and under the authorization by the Common Council Resolution No. 93-14-15, the City of Sheboygan has settled the claim in the amount of \$1,567.38. The check will be written to Progressive Insurance and Ms. Bathel's.

ACTION REQUESTED:

Motion to recommend the Common Council receive R.C. 324-18-19 (R.O. 219-18-19) and R.C. 334-18-19 (R.O. 176-18-19) and file.

ATTACHMENTS:

- I. R.C. 324-18-19 (R.O. 219-18-19)
- II. R.C. 334-18-19 (R.O. 176-18-19)

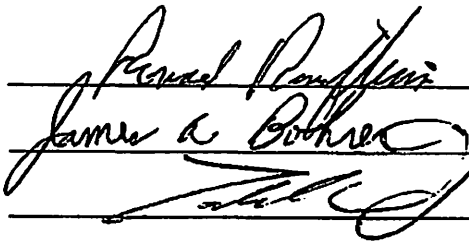
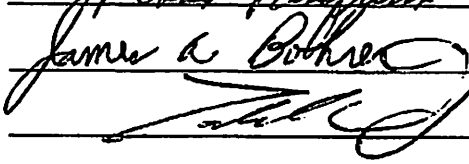
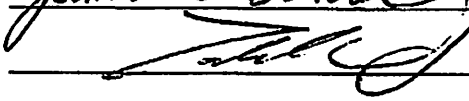
VI

520

R. C. No. 324 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 219-18-19 by City Clerk submitting a claim from Progressive, on behalf of their insured driver, Phyllis Bathel, for alleged damages to her vehicle when it was struck by a City of Sheboygan vehicle; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

	_____
	_____
	_____
	Committee

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

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

II

3.1

R. O. No. 219 - 18 - 19. By CITY CLERK. February 18, 2019.

Submitting a claim from Progressive, on behalf of their insured driver, Phyllis Bathel, for alleged damages to her vehicle when it was struck by a City of Sheboygan vehicle.

*Finances
Personnel
4-8-19 refer to Finance
Personnel of new council.*

CITY CLERK

28-18
MKC

2-4-19

FEB 4 '19 11:28

PROGRESSIVEPayment Address
24344 Network Place
Chicago, IL 60673-1243Document Address
P.O. Box 512929
Los Angeles, Ca 90051
Phone: (877)818-0139
Fax: (888) 781-6947

1/24/2019 3:32:00 PM

Certified Mail 91 7199 9991 7039 2592 9059 Return Receipt Requested

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVE
SHEBOYGAN, WI 53081Your Client: FRITSCH, CHASE
Your Claim Number: N/A
Our Insured: BARTHEL, PHYLLIS
Our Claim Number: 18-4076332
Amount Subject to Reimbursement: 1,900.88
Amount of Insured's Deductible: 250.00IN ADDITION, THERE IS OUT OF POCKET RENTAL
FOR \$21.00. PLEASE REIMBURSE OUR INSURED DIRECTLY
*****Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.
Location of Loss: 14TH ST IN SHEBOYGAN
Date and Time of Loss: 10-22-18 AT 8:58 AM

Description of Loss: Our named insured's 2015 Volkswagen Passat was stopped in the left turn lane on South Business Dr., when a City of Sheboygan 2005 Dodge Ram 2500, plate number 68252, was travelling in the right lane on South Business Dr. and the trailer of the vehicle struck and damaged our insured's vehicle while passing. The driver, Chase Fritsch, is the proximate cause of this accident due to failure to maintain control of vehicle.

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "BARTHEL, PHYLLIS", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.
All supporting documentation is enclosed. I have diaried my file ahead fifteen (15) days. Thank you for your anticipated, prompt attention to this matter.Christopher Woolfolk
Subrogation Representative
Artisan and Truckers Casualty Company
Tel. 440-910-5505
Fax. 888-781-6947
Christopher_woolfolk@progressive.com

Claim Payment Detail (18-4076332)

Payment Information

Disbursement Number: 776372410	Total Amount: \$936.67
EFT Trace Number: 713352888	Invoice Number: 54344845
Pay to the Order of: JOE VAN HORN CHEVEROLET INC	
Mailing Address: 3008 EASTERN AVE	
PO BOX 238	
PLYMOUTH, WI 53073 USA	
In Payment Of: Progressive Invoice Number: 54344845	

Reviewed Summary

Issuing Rep: A091592	Approved By:
Issue Date: 01-03-19	Review Date:
Last Updated Rep: A091592	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: 01-04-19
Stop Date:	

Exposure Detail: COLL

Party Name: BARTHEL, PHYLLIS T	Amount Paid: \$936.67
Property Description: 15 VOLKSWAGEN PASSAT	Deductible Taken: \$250.00
Payment Type: FINAL PAYMENT	Property Damage: \$0.00
	Rental: \$0.00

Claim Payment Detail (18-4076332)

Payment Information

Disbursement Number: 776374477	Total Amount: \$714.21
EFT Trace Number:	Invoice Number: 54434014
Pay to the Order of: ENTERPRISE RENT A CAR CO	
Mailing Address: ENTERPRISE RENT-A-CAR	
3060 S BUSINESS DR	
SHEBOYGAN, WI 53081- USA	
In Payment Of: Progressive Invoice Number: 54434014	

Reviewed Summary

Issuing Rep: A094109	Approved By:
Issue Date:	Review Date:
Last Updated Rep: A094109	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: No
Stop Date:	

Exposure Detail: RENTAL

Party Name: BARTHEL, PHYLLIS T	Amount Paid: \$714.21
Property Description: 15 VOLKSWAGEN PASSAT	Deductible Taken: \$0.00
Payment Type: FINAL PAYMENT	Property Damage: \$0.00
	Rental: \$714.21



Rental Company: ENTERPRISE RENT-A-CAR
 Invoice: D071042-4481
 Alternate Invoice Number: 4C4CWV

Bill To: PRO4443
 PROGRESSIVE
 ATTN: KYLE HEMPHILL
 5202 Eastpark Blvd
 MADISON, WI 53178

RENTAL DETAIL:

Rental Period: 12/17/18 to 1/3/19 (18 days)
 Billed Period: 12/17/18 to 1/3/19 (18 days)

RENTER INFORMATION:
 Renter: BARTHEL, PHYLLIS

RENTAL INFORMATION:
 Rental Branch Location:
 ENTERPRISE RENT-A-CAR (4481)
 3060 S BUSINESS DR
 SHEBOYGAN, WI 530816521
 (920) 458-1414

ADDITIONAL CLAIM INFORMATION:
 Claim Number :18-4076332
 Claim Type: Insured
 Vehicle Condition: Driveable
 Date Of Loss:
 Insured Name:
 Owner's Vehicle: 2015 VOLKSWAGEN
 Additional Driver:

Repair Facility:
 VAN HORN B/S PLYMOUTH
 PLYMOUTH, WI 53073
 (920) 892-5557

Products and Services	Rate	Amount
18 TIME & DISTANCE	37.00	\$666.00
1 DW	19.99	\$19.99
1 REFUELING CHARGE	0.00	\$0.00
18 YOUNG RENTER FEE	0.00	\$0.00
1 MISCELLANEOUS REFUND	(0.09)	(\$0.09)
Taxes and Surcharges		
18 TITLE AND REGISTRATION FEES	0.61	\$10.98
1 SALES TAX	5.50%	\$38.33
Total Charges:		\$735.21
Less Amount Received:		\$21.00
Total Amount Due:		\$714.21

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
12/17/18 11:25 AM	2019	DODG	GCAR	2C4RDGCG2KR510694	13813	13840	27	\$37.00
12/18/18 9:30 AM	2018	FORD	FUSH	3FA6P0LU2JR207095	23000	23150	150	\$37.00

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
 ENTERPRISE RENT-A-CAR
 P.O. BOX 840086
 KANSAS CITY, MO 64184-0086
 Federal ID: 43-0724835

Total Charges: \$735.21
Less Amount Received: \$21.00
Total Amount Due..... \$714.21

Please include on your check:
 Invoice: D071042-4481

Date: 12/18/2018 01:20 PM
 Estimate ID: 18-4076332-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types

Artisan and Truckers Casualty Co

Damage Assessed By: **JON SALTE**

Appraised For: **JAMES TINDELL**
 (262) 328-4164

Classification:

Type of Loss: Auto
 Date of Loss: 10/22/2018
 Deductible: 250.00
 Claim Number: 18-4076332-01

Insured: **PHYLLIS BARTHEL**
 Owner: **PHYLLIS BARTHEL**
 Address: 498 SUNSET MAPLE, SHEBOYGAN FALLS, WI 53085
 Telephone: Home Phone: (820) 467-9091

Contact Phone: (262) 960-6863

Mitchell Service: 911103

Description: 2016 Volkswagen Passat SEL Premium

Drive Train: 2.0L Turbo Inj 4 Cyl Del 6A FWD

Body Style: 4D Sed
 VIN: 1VWCV7A36FC026610

Mileage: 20,229

Search Code: NORTHEAST1

OEM/ALT: A

Color: GRAY

Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
 AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
 LEATHER SEAT, POWER PASSENGER SEAT, FRONT SIDE AIRBAG WITH HEAD PROTECTION
 PREMIUM SOUND SYSTEM, ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS
 ALUM/ALLOY WHEELS, REARVIEW CAMERA, TIRE INFLATION/PRESSURE MONITOR, MEMORY SEAT
 ANTI-THEFT SYSTEM, NAVIGATION SYSTEM, AUXILIARY INPUT
 BLUETOOTH WIRELESS CONNECTIVITY, HARD DRIVE, HD RADIO, LEATHER STEERING WHEEL
 SATELLITE RADIO, CD PLAYER, POWER ADJUSTABLE EXTERIOR MIRROR, SUNROOF/MOONROOF
 GENUINE WOOD TRIM, AUTO AIR CONDITION, TRIP COMPUTER, FIRST ROW BUCKET SEAT
 TELEHATIC SYSTEMS, UNIVERSAL GARAGE DOOR OPENER, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
 INTERIOR AUTOMATIC DAY/NIGHT OR ELECTROCHROMATIC MIRROR, MP3 PLAYER
 DAYTIME RUNNING LIGHTS, DRIVER SEAT WITH POWER LUMBAR SUPPORT
 ELECTRONIC STABILITY CONTROL, EXTERIOR MEMORY MIRRORS, FRONT HEATED SEATS
 FRONT SEATS WITH POWER LUMBAR SUPPORT, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
 SMART KEY SYSTEM, STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
<u>Front Lamps</u>							
1	101147	BDY	CHECK/ADJUST	Headlamps			0.4
2	101160	BDY	REMOVE/INSTALL	R Front Combination Lamp			0.6 #
3		BDY	REMOVE/INSTALL	Grille Assy			0.3
<u>Front Fender</u>							
4	101290	BDY	REPAIR	R Fender Panel	Existing		2.0 #
5		REF	REFINISH	R Fender Outside			C 2.0
6	102276	BDY	REMOVE/INSTALL	R Fender Liner	Existing		0.4 r
<u>Windshield</u>							
7	100057	GLS	REPAIR	WShield Glass	Existing		0.3 #
8				rope			
<u>Cowl & Dash</u>							
9	103768	BDY	REMOVE/INSTALL	R Cowl/Dash Seal	Existing		0.1 #r
<u>Front Door</u>							
10	102364	BDY	REMOVE/REPLACE	R Frt Door Mirror Housing	Recycled	220.00	0.6 #
11		BDY	REMOVE/INSTALL	R Frt Door Trfm Panel			0.6
12				Price Includes Markup			
13	102369	BDY	REMOVE/REPLACE	R Frt Door Mirror Glass	Recycled	INC*	INC #
14	102363	BDY	REMOVE/REPLACE	R Frt Door Mirror Cover	Recycled	INC*	INC #
15		REF	REFINISH	R Frt Mirror Cover			C 0.6

ESTIMATE RECALL NUMBER: 12/18/2018 13:18:39 18-4076332-01

Mitchell Data Version: OEM: OCT_18_V1207

MAFP:OCT_18_V1209

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Software Version: 7.1.232

Date: 12/18/2018 01:20 PM
 Estimate ID: 18-4076332-01
 Estimate Version: 0
 Committed
 Profile ID: SHED All Part Types

				<u>Side Body</u>			
18	100534	REF	REFINISH	R Hinge Pillar			C 1.0
17	101764	BDY	REPAIR	R Side Body Panel Assembly	-8	Existing	2.0*#
				<u>Additional Operations</u>			
18		REF	ADD'L OPR	Clear Coat			1.1
				<u>Additional Costs & Materials</u>			
19			ADD'L COST	Paint/Materials			188.20 *
20			ADD'L COST	Hazardous Waste Disposal			3.00 *
				<u>Special Manual Entry</u>			
21	900500	REF *	REFINISH/REPAIR	COVER CAR FOR OVERSPRAY		Sublet	8.00 * 0.0*
22	900500	REF *	REFINISH/REPAIR	CORROSION PROTECTION		Sublet	0.00 * 0.3*

- * - Judgment Item
- # - Labor Note Applies
- C - Included in Clear Coat Calc
- r - CEG R&R Time Used For This Labor Operation

Date: 12/18/2018 01:20 PM
 Estimate ID: 18-4976332-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types

Recycler Information Section:

LKQ Smart Parts
 N4078 Highway E
 Hustonford WI 53034
 800-349-6850 option 2;

10 2012 Side View Mirror VNA 220.00
 Part Number: ~160385718 / RECY
 Description: LKQ Quote #: 262826796 Desc: Side View Mirror POWER; W/O MEMORY; R. Stock Number: 5EH765-319 Cond: A Year:

Disclaimer: Recycled part pricing may represent either actual pricing (the price at which the recycler is willing to sell the part for in its existing condition) or undamaged pricing (the price at which the recycler would sell the part if it was in undamaged condition).
 If you are unsure, please contact the automotive recycler.

All manufacturers requirements regarding seat belt and supplemental restraint system replacement must be adhered to. If additional parts or operations are necessary to properly accomplish this, please contact the estimating claims rep.

Estimate Totals

I. Labor Subtotals					Add'l Labor Amount		Subst Amount		Totals		II. Part Replacement Summary		Amount
	Units	Rate											
Body	7.0	68.00	0.00	0.00	406.00	T					Taxable Parts		220.00
Refinish	4.9	68.00	0.00	8.00	292.20	T					Sales Tax @ 6.500%		12.10
Glass	0.3	68.00	0.00	0.00	17.40	T					Total Replacement Parts Amount		232.10
		Taxable Labor			715.60								
		Labor Tax	@ 6.500 %		39.36								
Labor Summary	12.2				754.96								
III. Additional Costs					Amount		IV. Adjustments		Amount				
		Taxable Costs			189.20			Insurance Deductible		250.00-			
		Sales Tax @ 6.500%			10.41			Customer Responsibility		250.00-			
		Total Additional Costs			199.61								
		Paint Material Method: Rates											
		InR Rate = 38.00											
								I. Total Labor:		764.96			
								II. Total Replacement Parts:		232.10			
								III. Total Additional Costs:		199.61			
								Gross Total:		1,196.67			
								IV. Total Adjustments:		250.00-			
								Net Total:		946.67			

Point(s) of Impact
 2 Right Front Side (P)

Insurance Co: PROGRESSIVE

Date: 12/18/2018 01:20 PM
 Estimate ID: 18-4076332-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types

Inspection Site: Van Horn Collision Center (NW)
 Address: 3008 Eastern Avenue
 (NW-TINDELL)
 Plymouth, WI 53073
 (920) 893-6361
 Inspection Date: 12/18/2018

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment

ESTIMATE RECALL NUMBER: 12/18/2018 13:19:39 18-4076332-01

Mitchell Data Version: OEM: OCT_18_V1207

Software Version: MAP:OCT_18_V1209 Copyright (C) 1994 - 2018 Mitchell International
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Date: 12/18/2018 01:20 PM
 Estimate ID: 18-4076332-01
 Estimate Version: 0
 Committed
 Profile ID: SHER All Part Types

manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date: _____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Event Log

File Created:	12/18/2018 07:48:04 AM
Estimate Started:	12/18/2018 01:02:09 PM
Estimate Printed:	12/18/2018 01:12:16 PM
Estimate Committed:	12/18/2018 01:18:39 PM
Estimate Uploaded:	12/18/2018 01:20:11 PM

ESTIMATE RECALL NUMBER: 12/18/2018 13:19:39 18-4076332-01

Mitchell Data Version: OEM: OCT_18_V1207

Software Version: MAPP:OCT_18_V1209 7.1.232 Copyright (C) 1994 - 2018 Mitchell International
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Page 5 of 6

Wisconsin Motor Vehicle Accident Report

G7L09KMM3C

MV4000e 01/2005

PK2011

POLICE # C18-21473

ACCIDENT #

<input type="checkbox"/> Reportable Accident	<input type="checkbox"/> On Emergency	<input type="checkbox"/> Amended	DOT Document Number G7L09KMM3C	Document Override Number
Agency Accident Number		Police Number C18-21473		
4 - Accident Date 10/22/2018	5 - Time of Accident (Military Time) 0858	6 - Total Units 2	7 - Total Injured 0	8 - Total Killed 0
2 - County SHEBOYGAN - 59	3 - Municipality SHEBOYGAN - 61, CITY		11 - Accident Location INTERSECTION	
14 - On Hwy No.	14 - On Street Name S 14TH ST	14 - Bus/Fm/Rmp	15 - Est. Dist	Fv/Mi
16 - Fr/At Hwy No.	16 - From/At Street Name BROADWAY	16 - Business/Frontage/Ramp		
17 - Structure Type	17 - Structure Number	12 - Latitude 43.735796618330	13 - Longitude -87.72299890253	
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT		93 - Manner of Collision SIDESWIPE, SAME DIRECTION		
112 - Access Control NO CONTROL	113 - Road Curvature STRAIGHT	113 - Road Terrain LEVEL/FLAT	Surface Type CONCRETE - 1	
115 - Traffic Way DIVIDED-HIGHWAY-MEDIAN-STRIP-WITH-TRAFFIC-BARRIER				
117 - Relation To Roadway ON-ROADWAY				
114 - Light Condition DAYLIGHT		116 - Road Surface Condition DRY		118 - Weather CLEAR
<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Government Property	<input type="checkbox"/> Fire	<input type="checkbox"/> Photos Taken	<input type="checkbox"/> Trailer or Towed
<input type="checkbox"/> Truck, Bus, or Hazardous Materials	<input type="checkbox"/> Load Spillage	<input type="checkbox"/> Construction Zone	<input type="checkbox"/> Names Exchanged	
101 <input type="checkbox"/> Supplemental Reports	102 <input type="checkbox"/> Witness Statements	103 <input type="checkbox"/> Measurements Taken	79 - E M S Number	

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel SOUTH	24 - Speed Limit 30
36 - Operating as Classified D	37 - Endorsements		<input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number F6321109224601	30 - State WI	31 - Expiration Year 2019	34 - On Duty Accident F	
25 - Operator/Pedestrian Last Name FRITSCH		25 - First Name CHASE	25 - Middle Initial JAMES	25 - Suffix
32 - Date Of Birth 07/05/1992	33 - Sex M			
26 - Address Street & Number 2210 PLEASANT AVE			26 - PO Box	
27 - City NEW HOLSTEIN		27 - State WI	27 - Zip Code 53061	28 - Telephone Number 920-286-3338
39 - Seat Position FRONT-SEAT-LEFT		40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED	44 <input type="checkbox"/> Medical Transport
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location	92 - Pedestrian Action	
119 - What Driver Was Doing GOING-STRAIGHT		120 - Traffic Control TRAFFIC-SIGNAL-OPERATING		62 - No. of Citations Issued 0
64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.
122 - Driver Factors NOT-APPLICABLE				
88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content	91 - Drug Test TEST-NOT-GIVEN	

OPERATOR/PEDESTRIAN 01

81 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01	21 - Unit Type TRUCK	Vehicle Type PICKUP/UTILITY-TRUCK			22 - Total Occupants 1	
	56 - License Plate Number 88252	57 - Plate Type LTK	58 - State WI	59 - Exp Year	65 - Vehicle Identification Number 3D7KS26D15G600038	
	50 - Year 2005	51 - Make DODG	52 - Model RAM 2500 S	53 - Body Style PK	54 - Color BLU	100 - Skidmarks to Impact (FI)
	94 - Vehicle Damage NO DAMAGE					
	95 - Extent Of Damage NONE	96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR		
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01	45 <input type="checkbox"/> Vehicle Owner Same As Operator				
	46 - Vehicle Owner Last Name	46 - First Name	46 - Middle Initial	46 - Suffix	Date Of Birth
	46 - Company Name SHEBOYGAN CITY				
	47 - Address Street & Number 828 CENTER AVE		47 - PO Box		
	48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number 920-459-3327	

Insurance

INS 01	63 - Liability Insurance Company CITY OF SHEBOYGAN	60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name	61 - Policy Holder First Name
	61 - Policy Holder Company SHEBOYGAN CITY	

School Bus

BUS 01	Bus Traveling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status	81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT	23 - Dir Of Travel SOUTH	24 - Speed Limit 30
36 - Operating as Classified D	37 - Endorsements	35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number B6348783558500	30 - State WI	31 - Expiration Year 2008	34 - On Duty Accident
25 - Operator/Pedestrian Last Name BARTHEL	25 - First Name PHILIP	25 - Middle Initial	25 - Suffix
32 - Date Of Birth 03/15/1935	33 - Sex F		
26 - Address Street & Number 495 SUNSET MAPLE			26 - PO Box

OPERATOR/PEDESTRIAN 02	27 - City SHEBOYGAN FALLS		27 - State WI	27 - Zip Code 53085	28 - Telephone Number 920-467-9091	
	39 - Seat Position FRONT-SEAT-LEFT			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
	38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action	
	118 - What Driver Was Doing MAKING-LEFT-TURN			120 - Traffic Control TRAFFIC-SIGNAL-OPERATING		62 - No. of Citations Issued 0
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors NOT-APPLICABLE					
	88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
	90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN	
	91 - Drugs Reported					
124 - Highway Factors						

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 1
	58 - License Plate Number WKN60R		57 - Plate Type AUT	59 - State WI	60 - Exp Year	65 - Vehicle Identification Number 1WVCV7A86FC026610
	50 - Year 2015	51 - Make VOLK	52 - Model PASSAT SEL	53 - Body Style 4D	54 - Color GRY	100 - Skidmarks to Impact (F)
	94 - Vehicle Damage FRONT PASSENGER SIDE					
	95 - Extent Of Damage MINOR		86 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
123 - Vehicle Factors NOT-APPLICABLE						

Vehicle Owner

VEH OWNER 02	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name BARTHEL		46 - First Name PHYLLIS		46 - Middle Initial T	46 - Suffix
	46 - Company Name					
	47 - Address Street & Number 495 SUNSET MAPLE				47 - PO Box	
	48 - City SHEBOYGAN FALLS		48 - State WI	48 - Zip Code 53085	49 - Telephone Number 920-467-9091	

Insurance

INS 02	63 - Liability Insurance Company PROGRESSIVE CASUALTY INS CO			60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name BARTHEL		61 - Policy Holder First Name PHYLLIS			
	61 - Policy Holder Company					

School Bus

BUS 02	Bus Traveling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
	<p>UNIT 2 WAS SOUTHBOUND ON SOUTH BUSINESS DRIVE STOPPED IN THE LEFT TURN LANE ANTICIPATING A TURN ONTO BROADWAY AVE. UNIT 1 WAS TRAVELING SOUTHBOUND ON SOUTH BUSINESS DRIVE IN THE LANE NEXT TO UNIT 2 TOWING A TRAILER. UNIT 1 TRAVELED SOUTHBOUND ON SOUTH BUSINESS DRIVE. WHEN THE DRIVER SIDE REAR OF THE TRAILER STRUCK THE PASSENGER SIDE MIRROR OF UNIT 2. MINOR DAMAGE TO BOTH UNIT 1 AND UNIT 2. NO INJURIES REPORTED. 461</p>

Officer Information

OFFICER INFORMATION	125 - Officer Last Name KEGLER	125 - First Name JEREMY	125 - Middle Initial M	131 - Officer ID 461
	129 - Law Enforcement Agency No. 6961	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			
	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number 820-459-3333
	132 - Date Notified 10/22/2018	133 - Time Notified (Military Time) 0903	134 - Time Arrived (Military Time) 0907	135 - Date Of Report 10/22/2018
	Agency Accident Number	Police Number C18-21473	19 - Special Study	
	18 - Agency Space C11			



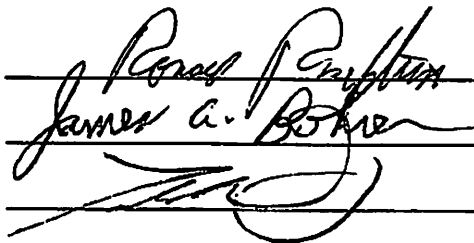
VI

5.30

R. C. No. 334 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 176-18-19 by City Clerk submitting a communication from Phyllis T. Barthel submitting a claim for alleged damages to her vehicle on October 22, 2018; recommends referring to Finance and Personnel Committee of the new council.

*Finance & Personnel
4-19-2019*



_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.4

R. O. No. 176 - 18 - 19. By CITY CLERK. November 19, 2018.

Submitting a communication from Phyllis T. Barthel submitting a claim for alleged damages to her vehicle on October 22, 2018.

~~Finance~~
~~Personnel~~
4-819 refer to Finance +
Personnel of new council.

CITY CLERK

DATE RECEIVED

11-5-18

RECEIVED BY

MKC

CLAIM NO.

19-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Phyllis T. Barthel
- 2. Home address of Claimant: 495 Sunset Maple, Sheboygan Falls
- 3. Home phone number: 920-467-9091 WI 53085
- 4. Business address and phone number of Claimant: N/A
- 5. When did damage or injury occur? (date, time of day) 10/22/2018
- 6. Where did damage or injury occur? (give full description) So. 14th St + Business Dr. (So. 14th St.)
- 7. How did damage or injury occur? (give full description) Truck of Fire Dept. too far over on road.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: See Police Report
 - (b) Claimant's statement of the basis of such liability: _____
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: Truck too far over
 - (b) Claimant's statement of basis for such liability: N K

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

See Police Report

11. Name and address of any other person injured:

None

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

Auto:

\$ 759.⁰⁰

Property:

\$ _____

Personal injury:

\$ _____

Other: (Specify below)

\$ 78.64 Tax

TOTAL

\$ 797.64

Corrected
11/2/18
\$ 1567.38

Damaged vehicle (if applicable)

Make: VW Model: Passat Year: 2015 Mileage: _____

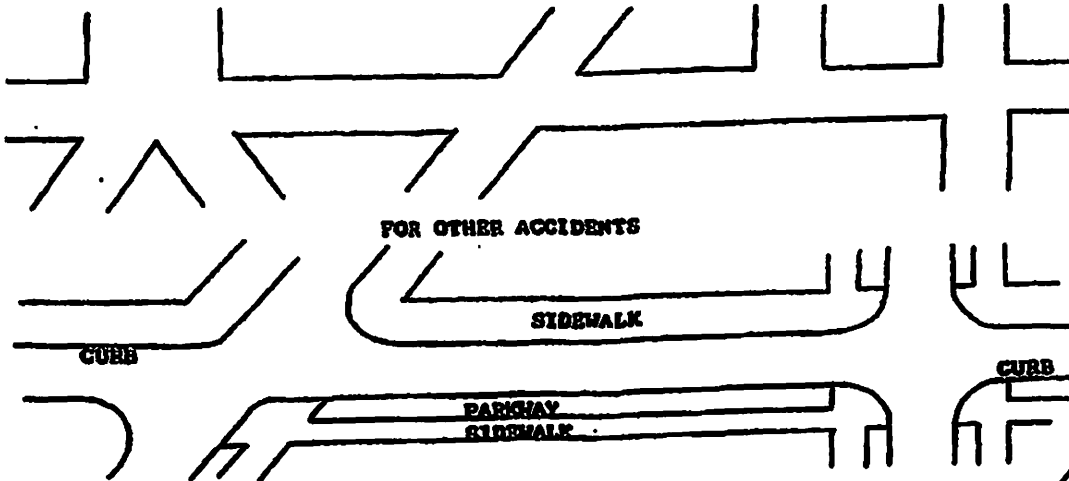
Names and addresses of witnesses, doctors and hospitals:

See Police Report

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

See Police Report

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



SIGNATURE OF CLAIMANT

Phyllis Barthe

DATE

11/01/2018

DATE RECEIVED 11-5-18

RECEIVED BY MKC

CLAIM NO. 19-18

Claimant's Name:	<u>Phyllis T. Barthel</u>	CLAIM Auto	\$ <u>1567.38</u>
Claimant's Address:	<u>495 Sunset Maple</u>	Property	\$ <u>-</u>
	<u>Sheboygan Falls, WI</u>	Personal Injury	\$ <u>-</u>
Claimant's Phone No.	<u>920-467-9091</u>	Other (Specify below)	\$ <u>-</u>
	<u>53085</u>		
TOTAL			\$ <u>1567.38</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 1567.38.

SIGNED Phyllis Barthel DATE: 11-6-18

ADDRESS: 495 Sunset Maple S.R.L. Falls, Wis

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

G7L09KMM3C

PC2011

<input type="checkbox"/> Reportable Accident	<input type="checkbox"/> On Emergency	<input type="checkbox"/> Amended	DOT Document Number G7L09KMM3C	Document Override Number
Agency Accident Number	Police Number C18-21473	Accident Date 10/22/2018	Time of Accident (Military Time) 0859	Total Injured 0
County SHEBOGAN - 69	City SHEBOGAN - 61, CITY	Accident Location INTERSECTION	On Hwy No. 14 - On Street Name S 14TH ST	Hwy. Div. 15 - Hwy. Div.
Frontal Street Name BROADWAY	Business/Trunking/Ramp 16 - Business/Trunking/Ramp	Est. Dist. 18 - Est. Dist.	Business/Trunking/Ramp 14 - Business/Trunking/Ramp	Est. Dist. 15 - Est. Dist.
Structure Type 17 - Structure Type	Structure Number 17 - Structure Number	Latitude 12 - Latitude	Longitude 13 - Longitude	Latitude 12 - Latitude
Motor Vehicle in Transport 80 - Post Horizontal Event	Motor Vehicle in Transport 89 - Manner of Collision	Motor Vehicle in Transport 88 - Manner of Collision	Motor Vehicle in Transport 87 - TZZ89880263	Motor Vehicle in Transport 86 - TZZ89880263
Access Control 112 - Access Control	Road Curvature 113 - Road Curvature	Road Terrain 113 - Road Terrain	Surface Type CONCRETE - 1	Surface Type CONCRETE - 1
NO CONTROL	STRAIGHT	LEVEL/FLAT		
Trade Way 115 - Trade Way	Divided Highway-Median-Strip-With-Traffic-Barrier	Relation To Roadway 117 - Relation To Roadway	ON-ROADWAY	ON-ROADWAY
Light Condition 114 - Light Condition	Road Surface Condition 116 - Road Surface Condition	Weather 118 - Weather	DAWLIGHT	CLEAR
Hit and Run 8 - Hit and Run	Government Property 9 - Government Property	Fire 9 - Fire	Photos Taken 9 - Photos Taken	Trailer or Towed 9 - Trailer or Towed
Truck, Bus, or Hazardous Materials 8 - Truck, Bus, or Hazardous Materials	Load Spillage 9 - Load Spillage	Construction Zone 8 - Construction Zone	Names Exchanged 8 - Names Exchanged	Witness Statements Taken 103 - Witness Statements Taken
Supplemental Reports 101 - Supplemental Reports	Witness Statements 102 - Witness Statements	Measurements Taken 103 - Measurements Taken	E M S Number 78 - E M S Number	

ACCIDENT #

POLICE # C18-21473

GENERAL INFORMATION

Unit Status	61 - Most Hazardous Event Collision With	23 - US Of Travel	SOUTH	24 - Speed Limit	30
Operating as Classified	37 - Endorsements	35	Operating Commercial Motor Vehicle		
Driver's License Number	30 - State	31 - Expiration Year	2019	34 - On Duty Accident	F
Operator/Pedestrian Last Name	25 - First Name	25 - Middle Initial	JAMES	26 - Suffix	
FRITSCH	CHASE				
Date Of Birth	32 - Date Of Birth	33 - Sex	M		
Address Street & Number	28 - Address Street & Number	28 - PO Box			
City	27 - City	27 - State	WI	28 - Zip Code	53081
NEW HOLSTEN		28 - Telephone Number	920-288-1338		
Seat Position	39 - Seat Position	40 - Safety Equipment		40 - Shoulder-Belt-And-Lap-Belt-Used	
Front-Seat-Left					
Injury Severity	38 - Injury Severity	41 - Abbrev	NON-DEPLOYED	42 - Ejected	44
N - NO APPARENT INJURY					
Trapped	43 - Trapped	43 - Pedestrian Location		43 - Pedestrian Action	
NOT TRAPPED					
What Driver Was Doing	119 - What Driver Was Doing	Traffic-Signal-Operating		62 - No. of Citations Issued	0
GOING STRAIGHT					
1st State No.	64 - 1st State No.	2nd State No.	64 - 2nd State No.	3rd State No.	64 - 3rd State No.
Driver Factor	122 - Driver Factor				
NOT APPLICABLE					
Driver or Pedestrian Condition	66 - Driver or Pedestrian Condition	67 - Substance Presence	NEITHER-ALCOHOL-NOR-DRUGS-PRESENT	68 - Alcohol Test	TEST NOT GIVEN
APPEARED NORMAL					
Alcohol Test	69 - Alcohol Test	69 - Alcohol Content		70 - Drug Test	TEST NOT GIVEN

OPERATOR/PEDESTRIAN 01

01 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01	21 - Unit Type TRUCK		Vehicle Type PICKUP/UTILITY-TRUCK			22 - Total Occupants 1
	68 - License Plate Number 68282		67 - Plate Type LTK	68 - State WI	69 - Exp Year	65 - Vehicle Identification Number 3D7K826049G80098
	80 - Year 2005	81 - Make DODG	82 - Model RAM 2500 S	83 - Body Style PK	84 - Color BLU	100 - Sidemarks to Impact (Ft)
	84 - Vehicle Damage NO DAMAGE					
	85 - Extent Of Damage NONE		86 <input type="checkbox"/> Vehicle Towed Due To Damage		87 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01	48 <input type="checkbox"/> Vehicle Owner Same As Operator					
	48 - Vehicle Owner Last Name		48 - First Name	48 - Middle Initial	48 - Suffix	Date Of Birth
	48 - Company Name SHEBOYGAN CITY					
	47 - Address Street & Number 828 CENTER AVE			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	48 - Telephone Number 820-459-3327	

Insurance

INS 01	63 - Liability Insurance Company CITY OF SHEBOYGAN		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name		61 - Policy Holder First Name
	61 - Policy Holder Company SHEBOYGAN CITY		

School Bus

BUS 01	Bus Traveling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status		81 - Most Hazardous Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel SOUTH	24 - Speed Limit 30
36 - Operating as Classified D		37 - Endorsements		38 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number B63467633539600		30 - State WI	31 - Expiration Year 2025	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name BARTHEL		26 - First Name PHYLLIS		25 - Middle Initial T	25 - Suffix
32 - Date Of Birth 03/15/1935		33 - Sex F			
28 - Address Street & Number 495 SUNSET MAPLE				26 - PO Box	

OPERATOR/PEDESTRIAN 02	27 - City SHEBOYGAN FALLS		27 - State WI	27 - Zip Code 53085	28 - Telephone Number 920-467-6091	
	39 - Seat Position FRONT-SEAT-LEFT			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED		
	38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED	44 <input type="checkbox"/> Medical Transport	
	43 - Trapped/Embodied NOT-TRAPPED		82 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing MAKING-LEFT-TURN			120 - Traffic Control TRAFFIC-SIGNAL-OPERATING		82 - No. of Citations Issued 0
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors NOT-APPLICABLE					
	88 - Driver or Pedestrian Cond APPEARED NORMAL			89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT		
	80 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN	
	81 - Drugs Reported					
124 - Highway Factors						

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 1
	66 - License Plate Number WPK0MGR		67 - Plate Type AUT	68 - State WI	69 - Exp Year	65 - Vehicle Identification Number 1VWCV7A36FC028610
	60 - Year 2015	51 - Make VOLK	62 - Model PASSAT SEL	63 - Body Style 4D	64 - Color GRY	100 - Skidmarks to Impact (Ft)
	64 - Vehicle Damage FRONT PASSENGER SIDE					
	66 - Extent Of Damage MINOR		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name BARTHEL		46 - First Name PHYLLIS	46 - Middle Initial T	46 - Suffix	Date Of Birth 03/15/1935
	48 - Company Name					
	47 - Address Street & Number 495 SUNSET MAPLE			47 - PO Box		
	48 - City SHEBOYGAN FALLS		48 - State WI	48 - Zip Code 53085	48 - Telephone Number 920-467-6091	

Insurance

INS 02	63 - Liability Insurance Company PROGRESSIVE CASUALTY INS CO			60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name BARTHEL		61 - Policy Holder First Name PHYLLIS			
	61 - Policy Holder Company					

School Bus

BUS 02	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
	<p>UNIT 2 WAS SOUTHBOUND ON SOUTH BUSINESS DRIVE STOPPED IN THE LEFT TURN LANE ANTICIPATING A TURN ONTO BROADWAY AVE. UNIT 1 WAS TRAVELING SOUTHBOUND ON SOUTH BUSINESS DRIVE IN THE LANE NEXT TO UNIT 2 TOWING A TRAILER. UNIT 1 TRAVELED SOUTHBOUND ON SOUTH BUSINESS DRIVE, WHEN THE DRIVER SIDE REAR OF THE TRAILER STRUCK THE PASSENGER SIDE MIRROR OF UNIT 2. MINOR DAMAGE TO BOTH UNIT 1 AND UNIT 2. NO INJURIES REPORTED. 461</p>

Officer Information

OFFICER INFORMATION	125 - Officer Last Name KEGLER	126 - First Name JEREMY	125 - Middle Initial M	131 - Officer ID 481
	128 - Law Enforcement Agency No. 53881	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			
	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number 920-458-3333
	132 - Date Notified 10/22/2018	133 - Time Notified (Military Time) 0903	134 - Time Arrived (Military Time) 0907	135 - Date Of Report 10/22/2018
	Agency Accident Number	Police Number C18-21473	18 - Special Study	
	18 - Agency Spec C11			

Van Horn Collision Center
Please send all payments to: P.O. Box 298, Plymouth, WI 53073
3512 Wigus Road
Sheboygan, WI 53082

*** PRELIMINARY ESTIMATE ***

11/02/2018 01:55 PM

Owner

Owner: PHYLLIS BARTHEL
Address: 485 SUNSET MAPLE
City State Zip: Sheboygan Falls, WI 53085

Work/Day: (920)467-8091
FAX:

Inspection

Inspection Date: 11/02/2018 01:49 PM
Primary Impact: Right Side
Driveable: Yes

Inspection Type:
Secondary Impact:
Rental Assisted:

Appraiser Name: CRYSTAL JUHASZ

Appraiser License # :

Repairer

Repairer: VAN HORN HYUNDAI
Address: PO BOX 298
P.O. BOX 298
City State Zip: Plymouth, WI 53073
Email: BODYSHOP@VHCARS.COM

Contact:
Work/Day: (920)457-3808
FAX: (920)459-4128
Work/Day:

Target Complete Date/Time:

Days To Repair: 3

Vehicle

2015 Volkswagen Passat 1.8T SEL Premium 4 DR Sedan
4cyl Gasoline Turbo 1.8
Automatic Tiptronic

Lis Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: URANOGRU
Ext. Refinish: Two-Stage
Ext. Paint Code: 5K,17F

VIN: 1VWCV7A38FC026610
Mileage: 19,759
Mileage Type: Actual
Code: 61783B
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

1st Row LCD Monitor(s)
Air Conditioning
Anti-Lock Brakes
Auxiliary Audio Input
Center Console
Daytime Running Lights
Dual Airbags
Dual Zone Auto A/C
Electronic Compass
Floor Mats

2nd Row Head Airbags
Aluminum/Alloy Wheels
Auto Headlamp Control
Bodyside Moldings
Compact Spare Tire
Digital Clock
Dual Power Seats
Elect. Stability Control
Emergency S.O.S. System
Fog Lights

AM/FM CD Player
Amplifier
Automatic Dimming Mirror
Carpeting
Cruise Control
Driver Seat Memory
Dual Pwr Lumbar Supports
Electric Steering
Ext Mirror Turn Signals
Garage Door Opener

Halogen Headlights	Head Airbags	Heated Front Seats
Heated Power Mirrors	Heated W/S Wiper Washers	High Definition Radio
IPOD Control	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry System	Keyless Ignition System
Leather Seats	Leather Shift Knob	Leather Steering Wheel
Lighted Entry System	MP3 Decoder	Mirror(s) Memory
Navigation System	Overhead Console	Perimeter Alarm System
Power Brakes	Power Door Locks	Power Moonroof
Power Windows	Pwr Accessory Outlet(s)	Rain-Sensing W/S Wipers
Rear View Camera	Rear Window Defroster	Rem Trunk-L/Gate Release
Remote Starter	Side Airbags	SiriusXM Satellite Radio
Split Folding Rear Seat	Sport Seats	Strg Wheel Radio Control
Subwoofer	Tachometer	Theft Deterrent System
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Touch Screen Display	Traction Control System	Trip Computer
USB Audio Input(s)	Vehicle Tracking Service	Wireless Audio Streaming
Wireless Phone Connect	Wood Interior Trim	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1		133		Lamp,Side Marker RT	Replace OEM	INC				SM
2	E	258		Glass,Mirror Outer R/C RT	581857522R	\$98.33			INC	SM
3	E	171		Housing,Mirror Outer RT	561857508BC8B9	\$366.67			0.9	SM
4	E	280		Cover,Frt Door Mirror RT	3C8857538GRU	\$116.67			0.1	SM
5	L	260		Cover,Frt Door Mirror RT	Refinish				0.4	RF
					0.3 Surface					
					0.1 Two-stage					
Quarter And Rocker Panel										
6	IT	157	07	Pillar,Hinge RT	Partial Repair				1.5*	SM
7	L	157	13	Pillar,Hinge RT	Refinish				1.8	RF
					1.0 Surface					
					0.6 Two-stage setup					
					0.2 Two-stage					
8	I	182	07	Panel,Bodyside Front RT	Repair					SM
9	L	182		Panel,Bodyside Front RT	Refinish				4.8	RF
					4.0 Surface					
					0.8 Two-stage					
Manual Entries										
10	EC	M14		Corrosion Protection	Replace Economy	\$10.00*			0.2*	SM
11	EC	M17		Cover Car Exterior	Replace Economy	\$6.00*			0.2*	RF
12	L	M60		Hazardous Waste Removal	Refinish	\$6.00*				SM
12				Items						

MC	Message
07	STRUCTURAL PART AS IDENTIFIED BY I-CAR
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts	\$581.67
Other Parts	\$22.00
Paint & Materials	\$288.00
Parts & Material Total	\$891.67
7.2 Hours @ \$40.00	

Tax on Parts & Material		@ 5.500%		\$49.04	
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$80.00	1.2	1.5	2.7	\$162.00
Mech/Elec (ME)	\$110.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$60.00	7.2		7.2	\$432.00
Labor Total				9.9 Hours	\$594.00
Tax on Labor		@ 5.500%			\$32.67
Gross Total					\$1,667.38
Net Total					\$1,667.38

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53082 Default
 Rate Name Default


Audatex Estimating 8.0.642 Update 3 ES 11/02/2018 01:59 PM REL 8.0.642 Update 3 DT 10/01/2018 DB 11/01/2018
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1.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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


Op Codes

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



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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Van Horn Volkswagen of Sheboygan
 5515 Racetrack Rd.
 Sheboygan, WI 53081
 Phone (920) 457-8844

Estimate #1

PICKING TICKET

TERMS: Parts returned for credit must be accompanied by invoice and subject to 20% restocking charge.

DISCLAIMER OF WARRANTIES: All warranties on the products sold hereby are those made by the manufacturer. The seller, VAN HORN VOLKSWAGEN OF SHEBOYGAN, hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose, and VAN HORN VOLKSWAGEN OF SHEBOYGAN, neither assumes nor authorizes any other person to assume for it any liability in connection with the sale. A Service Charge of 1-1/2% per month (A.P.R. - 18%) will be made on all accounts 30 days past due. Title to the property herein described, and any additions or substitutions, shall remain in the seller's name until paid in full and the purchaser agrees to pay all expenses, charges, and costs, including collection costs and a reasonable attorney's fee, in the event it becomes necessary for seller to place this account for collection. Net, 10 days end of month.

YOUR PURCHASE ORDER	TERMS	INVOICE DATE	INVOICE NUMBER / PG.
Verbal	Payment Due Upon Rec	10/22/18	1

SOLD TO
 BARTHEL, PHYLLIS
 495 SUNSET MAPLE
 SHEBOYGAN FALLS, WI 53085
 920-467-9091

SHIP TO

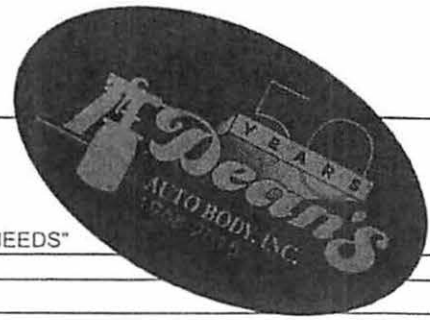
SHIP VIA	SALESPERSON NAME	DRIVER'S INITIALS
Will Call	JIM SCHAD	

QTY.	PART NUMBER / DESCRIPTION	BIN	NET	AMOUNT
1/0	561857508S 9B9 : HOUSING	EP	372.41	372.41
1/0	5Z1857538E GRU : Cap	EP	64.00	64.00
1/0	561857522A : MIRROR	561 EP	103.25	103.25
1/0	LABOR : PAINT AND PREP	EP	100.00	100.00
	1VWCV7A36FC026610		1 hr. labor	\$120.00
				639.66
				\$759.66
				before tax

Thursday Nov. 8th 7:30 am

ACCOUNT #	METHOD	PARTS	AMOUNT
			639.66
		FREIGHT	
DATE PRINTED	10/22/18	C.O.D. CHARGE	
	TIME 14:55:26	SALES TAX OR TAX I.D.	35.18
		SPECIAL ORDER DEPOSIT	
AMOUNT COLLECTED		TOTAL	674.84
FORM OF PAYMENT		YOUR SIGNATURE ACKNOWLEDGES RECEIPT OF PARTS.	
		X	

Estimate #2



DEAN'S AUTO BODY INC
 1407 N. 29TH STREET
 SHEBOYGAN, WI 53081
 OFFICE: 920-457-5494 FAX: 920-457-6495
 "DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

*** PRELIMINARY ESTIMATE ***

10/26/2018 10:24 AM

Owner

Owner: Phyllis Barthel
 Address: 495 Sunset Maple
 City State Zip: Sheboygan Falls, WI 53085

Home/Day: (920)467-9091
 FAX:

Inspection

Inspection Date: 10/31/2018 08:44 AM

Inspection Type:

Repairer

Repairer: Dean's Auto Body
 Address: 1407 North 29th St.
 City State Zip: Sheboygan, WI 53081

Contact: Phil Black
 Work/Day: (920)457-5494
 FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 5

Vehicle

2015 Volkswagen Passat 2.0 TDI SEL Prem 4 DR Sedan
 4cyl Diesel Turbo 2.0
 Automatic Tiptronic

Lic.Plates: WKNOMOR
 Lic Expire:
 Prod Date: 08/2014
 Veh Insp# :
 Condition:
 Ext. Color: PLATINUM GRAY MET
 Ext. Refinish: Two-Stage

Lic State: WI
 VIN: 1VWCV7A36FC026610
 Mileage: 19,686
 Mileage Type: Actual
 Code: 61763B
 Int. Color:
 Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)
 Air Conditioning
 Anti-Lock Brakes
 Auxiliary Audio Input
 Center Console
 Daytime Running Lights
 Dual Airbags
 Dual Zone Auto A/C
 Electronic Compass
 Ext Mirror Turn Signals
 Garage Door Opener
 Heated Front Seats
 High Definition Radio
 Intermittent Wipers
 Keyless Ignition System

2nd Row Head Airbags
 Aluminum/Alloy Wheels
 Auto Headlamp Control
 Bodyside Moldings
 Compact Spare Tire
 Digital Clock
 Dual Power Seats
 Elect. Stability Control
 Emergency S.O.S. System
 Floor Mats
 Halogen Headlights
 Heated Power Mirrors
 IPOD Control
 Keyless Access System
 Leather Seats

AM/FM CD Player
 Amplifier
 Automatic Dimming Mirror
 Carpeting
 Cruise Control
 Driver Seat Memory
 Dual Pwr Lumbar Supports
 Electric Steering
 Engine Block Heater
 Fog Lights
 Head Airbags
 Heated W/S Wiper Washers
 Illuminated Visor Mirror
 Keyless Entry System
 Leather Shift Knob

Leather Steering Wheel	Lighted Entry System	MP3 Decoder
Mirror(s) Memory	Navigation System	Overhead Console
Perimeter Alarm System	Power Brakes	Power Door Locks
Power Moonroof	Power Windows	Pwr Accessory Outlet(s)
Rain-Sensing W/S Wipers	Rear View Camera	Rear Window Defroster
Rem Trunk-L/Gate Release	Remote Starter	Side Airbags
SiriusXM Satellite Radio	Split Folding Rear Seat	Sport Seats
Strg Wheel Radio Control	Subwoofer	Tachometer
Theft Determent System	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Touch Screen Display	Traction Control System
Trip Computer	USB Audio Input(s)	Vehicle Tracking Service
Wireless Audio Streaming	Wireless Phone Connect	Wood Interior Trim

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<u>Strips And Mouldings</u>										
1	I	244		Mldg,Front Door Lower RT >> >>Clean & Retape	Sublet Repair	\$10.00*			0.3*	SM
2	RI	244		Mldg,Front Door Lower RT	R & I Assembly				0.2	SM
<u>Front Bumper</u>										
3	N	6		Front Bumper Cover R&I	Additional Labor				0.9	SM
<u>Front End Panel And Lamps</u>										
4	RI	42		Headlamp Assy,Halogen RT	R & I Assembly				0.2	SM
<u>Front Body And Windshield</u>										
5	BR	83	13	Panel,Hood	Blend Refinish 1.2 Blend 0.6 Two-stage setup 0.6 Two-stage				2.4	RF
6	I	104		Fender,Front RT	Repair				3.0*	SM
7	L	104		Fender,Front RT	Refinish 1.7 Surface 0.3 Two-stage				2.0	RF
8	SB	128		Windshield,Shaded >> >>R & I & Seal Kit	Sublet Repair	\$135.00*				SM
<u>Roof</u>										
9	BR	166		Panel,Bodyside Otr Up RT	Blend Refinish 0.7 Blend 0.3 Two-stage				1.0	RF
<u>Front Doors</u>										
10	BR	208		Door Shall,Front RT	Blend Refinish 0.8 Blend 0.4 Two-stage				1.2	RF
11	RI	434		W/Strip,Belt Outer RT	R & I Assembly				0.2	SM
12	E	256		Glass,Mirror Outer R/C RT	561857522R	\$98.33			INC	SM
13	E	171		Housing,Mirror Outer RT	561857508BC989	\$386.67			0.9	SM
14	E	260		Cover,Frt Door Mirror RT	3C8857538GRU	\$116.67			0.1	SM
15	L	260		Cover,Frt Door Mirror RT	Refinish 0.3 Surface 0.1 Two-stage				0.4	RF
16	RI	228		Handle,Front Door Otr RT	R & I Assembly				0.2	SM

Quarter And Rocker Panel

17	IT	626	07	Pillar, Windshield RT	Partial Repair	2.0*	SM
18	L	626		Pillar, Windshield RT	Refinish	INC	RF
18	Items						

MC Message

07 STRUCTURAL PART AS IDENTIFIED BY I-CAR
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		\$581.67	
Paint & Materials	7.0 Hours @ \$38.00	\$266.00	
Parts & Material Total			\$847.67
Tax on Parts & Material	@ 5.500%		\$48.62

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$58.00	1.8	6.2	8.0	\$464.00	
Mech/Elec (ME)	\$75.00					
Frame (FR)	\$70.00					
Refinish (RF)	\$58.00	7.0		7.0	\$408.00	
Labor Total				15.0 Hours		\$870.00
Tax on Labor		@ 5.500%			\$47.85	
Sublet Repairs					\$145.00	
Tax on Sublet		@ 5.500%			\$7.98	
Gross Total						\$1,965.12
Net Total						\$1,965.12

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

Audatex Estimating 8.0.134 ES 10/31/2018 03:41 PM REL 8.0.134 DT 10/01/2018 DB 10/15/2018
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2.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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 IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS
 OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY,
 WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST
 INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES
 SUBJECT TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

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



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MEMORANDUM

SCHULTZ & SCHULTZ
INSURANCE AGENCY, INC.

902 MICHIGAN AVENUE, SHEBOYGAN, WI 53081
PHONE 920.457.9035 FAX 920.457.9063
E-Mail: insure@schultz-schultz.com
Web Site: www.schultz-schultz.com



DATE: 11/02/2018

Our INSURED: Phyllis Barthel

TO: _____

POLICY NO: _____

FROM: Girard R. Schultz

CLAIM NO: D/L 10/22/2018

Re: 10/22/2018 Accident
Phyllis Barthel

Phyllis Barthel received an estimate
for damages to replace the
Van Horn VW of Sheboygan estimate.
This claim has already been
reported to the City of Sheboygan.
Thank you!

11/5/2018
11/5/2018

For
The
You
This
Thank you

5'18 AM 10:33

DATE RECEIVED _____

RECEIVED BY _____

NOV 5 '18 AM 10:34

CLAIM NO. _____

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Phyllis T. Baathel
- 2. Home address of Claimant: 495 Sunset Maple, Sheboygan Falls
- 3. Home phone number: 920-467-9091 WI 53085
- 4. Business address and phone number of Claimant: N/A

- 5. When did damage or injury occur? (date, time of day) 10/22/2018
- 6. Where did damage or injury occur? (give full description) So. 14th St + Business Dr. (So. 14th St.)

- 7. How did damage or injury occur? (give full description) Truck of Fire Dept. too far over on road.

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

- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: Truck too far over
 - (b) Claimant's statement of basis for such liability: _____

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

See Police Report

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

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

Auto: \$ 759.⁰⁰
 Property: \$ _____
 Personal injury: \$ _____
 Other: (Specify below) \$ 38.64 Tax
TOTAL \$ 797.64

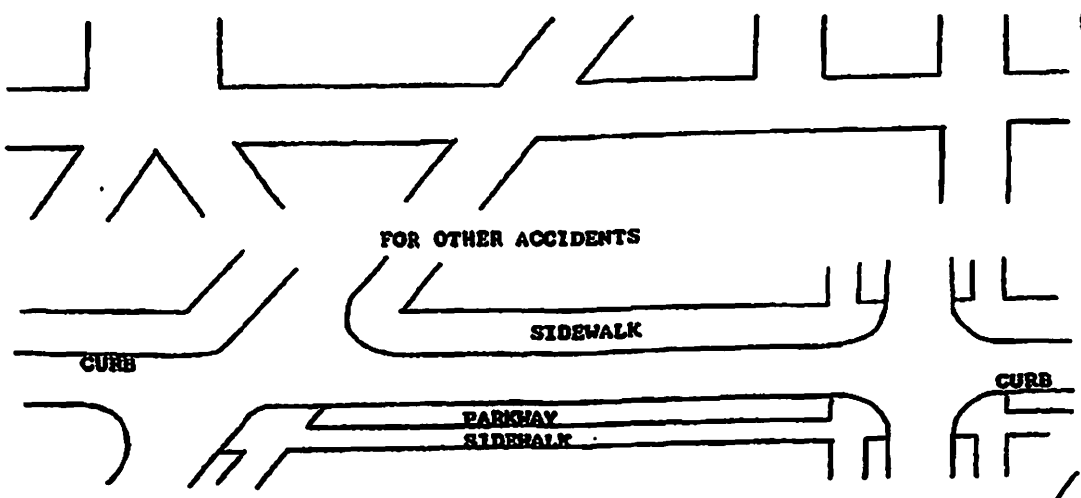
Damaged vehicle (if applicable)

Make: VW Model: Passat Year: 2015 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: See Police Report

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

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



SIGNATURE OF CLAIMANT Phyllis Barthe

DATE 11/01/2018

See Police Report

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: _____

Auto \$ _____

Claimant's Address: _____

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ _____

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

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

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

SIGNED

DATE:

ADDRESS:

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.C. 336-18-19 (R.O. 199-18-19) is a claim from State Farm Insurance Agency on behalf of Ken Phillip for alleged damage to his vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: October 11, 2019

MEETING DATE: October 28, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This is a claim for alleged damages to Mr. Phillip's vehicle by a City of Sheboygan police vehicle.

STAFF COMMENTS:

City staff has reviewed the claim and under the authorization by the Common Council Resolution No. 93-14-15, the City of Sheboygan has settled the claim in the amount of \$195.30.

ACTION REQUESTED:

Motion to recommend the Common Council receive R.C. 336-18-19 (R.O. 199-18-19) and file.

ATTACHMENTS:

- I. R.C. 336-18-19 (R.O. 199-18-19)

VI

5.32

R. C. No. 336 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 199-18-19 by City Clerk submitting a claim from State Farm Insurance Agency, for their insured, Ken Phillip, for alleged damages to his vehicle when it was hit by a Sheboygan Police vehicle door; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2019-2020

<u>James A. Bohner</u>	_____
<u>James A. Bohner</u>	_____
<u>James A. Bohner</u>	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.2

R. O. No. 199 - 18 - 19. By CITY CLERK. December 17, 2018.

Submitting a claim from State Farm Insurance Agency, for their insured Ken Phillip, for alleged damages to his vehicle when it was hit by a Sheboygan Police vehicle door.

~~Finance +~~
~~Personnel~~
4-8-19 refer to Finance +
Personnel of new council.

CITY CLERK



Steve Ford Ins and Fin Svc Inc

Steve Ford, Agent

939 S. 21st Street
Manitowoc, WI 54220-4945
Bus 920 682 2997
steve@stevefordagency.com
www.stevefordagency.com

21-18

DEC 13 '18 AM 11:06

MKC

Monday, December 10, 2018

City Clerk of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Attn: City Clerk of Sheboygan

We are submitting an estimate from Bill's Auto Body in the amount of \$195.30, for our insured Ken Phillip, who lives at 1362 Westwood Lane, Manitowoc, WI 54220. It is for the damage, to his 2006 Dodge Grand Caravan, from the accident date of October 17th, 2018, when a Sheboygan Police Officer, was exiting from his Police car, when his car door blew open, hitting Ken Phillip's passenger van in the right front fender causing a walnut size dent.

Ken is waiting to hear from you, so please contact him at either 1-920-973-1160, or email him at phillipken@sbcglobal.net.

Thank-you for your co-operation to this matter.

Mary Jo Mott

Steve Ford State Farm Insurance Agency

BILL'S AUTO SALES & CUSTOM PAINTS, INC.
3838 CALUMET AVE.
MANITOWOC, WI 54220
OFFICE: 920-682-8887 FAX: 920-682-9903
FED ID #39-1745569

*** PRELIMINARY ESTIMATE ***

11/20/2018 03:20 PM

Owner

Owner: KEN PHILLIP
Address: 1362 WESTWOOD LN
City State Zip: Manitowoc, WI 54220

Work/Day: (920)973-1160
FAX:

Inspection

Inspection Date: 11/20/2018 03:21 PM

Inspection Type:

Repairer

Repairer: BILL'S AUTO AND CUSTOM
PAINT
Address: 3838 CALUMET AVE.
City State Zip: MANITOWOC, WI 54220
Email: billsautocustom@gmail.com

Contact:

Work/Day: (920)682-8887
FAX: (920)682-9903

Target Complete Date/Tms:

Days To Repair: 1

Vehicle

2008 Dodge Caravan Grand SXT 4 DR Passenger Van
6cyl Gasoline 3.8
4 Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Color: BRILLIANT BLACK PRL
Ext. Refinish: Two-Stage
Ext. Paint Code: PXR

VIN: 2D4GP44L16R850310
Mileage Type: Actual
Code: N8844C
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

7 Passenger Seating
Cargo/Trunk Net
Digital Clock
Dual Power Sliding Doors
Garage Door Opener
Intermittent Wipers
Lighted Entry System
Power Door Locks
Power Windows
Rear Window Defroster
Second Row Bucket Seats
Tachometer
Tilt Steering Wheel
Trip Computer

Aluminum/Alloy Wheels
Compact Disc WTape
Dual Air Conditioning
Fog Lights
Heated Power Mirrors
Keyless Entry System
Overhead Console
Power Drivers Seat
Privacy Glass
Rear Window Wiper/Washer
Sliding Driver Side Door
Theft Deterrent System
Tinted Glass
Velour/Cloth Seats

Anti-Lock Brakes
Cruise Control
Dual Airbags
Fold Into Floor Seats
Heated W/S Wiper Washers
Leather Steering Wheel
Power Brakes
Power Steering
Rear Heater
Roof/Luggage Rack
Strg Wheel Radio Control
Third Seat (trucks)
Traction Control System

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Body And Windshield										
1	I	104		Fender,Front RT	Sublet Repair	\$150.00*				SM
				>> PAINTLESS DENT REPAIR						
Front Body Interior Sheetmetal										
2	RI	108		Skirt,Inner Fender RT	R & I Assembly				0.6	SM
2		Items								

Estimate Total & Entries

Labor	Rate	Replace	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00		0.6	0.6	\$38.00
Mech/Elec (ME)	\$70.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$60.00				
Labor Total				0.6 Hours	\$36.00
Tax on Labor		@ 5.000%			\$1.80
Sublet Repairs					\$150.00
Tax on Sublet		@ 5.000%			\$7.50
Gross Total					\$195.30
Net Total					\$195.30

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 54220 Default
 Rate Name Default

Audatex Estimating 8.0.643 ES 11/20/2018 03:24 PM REL 8.0.643 DT 11/01/2018 DB 11/15/2018
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THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.


Op Codes

* = User-Entered Value ^ = Labor Matches System Assigned Rates E = Replace OEM

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Audatex
a Solera company

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CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.C. 344-18-19 (R.O. 225-18-19) is a claim from Zachory Felsing for alleged damages to his vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: October 11, 2019

MEETING DATE: October 28, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This is a claim for alleged damages to Mr. Felsing's vehicle caused by a City of Sheboygan garbage truck.

STAFF COMMENTS:

City staff has reviewed the claim and under the authorization by the Common Council Resolution No. 93-14-15, the City of Sheboygan has settled the claim in the amount of \$3,098.40.

ACTION REQUESTED:

Motion to recommend the Common Council receive R.C. 344-18-19 (R.O. 225-18-19) and file.

ATTACHMENTS:

- I. R.C. 344-18-19 (R.O. 225-18-19)

VI

5.40

R. C. No. 344 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 225-18-19 by City Clerk submitting a claim from Zachory T. Felsing for alleged damages to his vehicle when it was struck by a garbage truck; recommends referring to Finance and Personnel Committee of the new council.

*Finance & Personnel
2019-2020*

James A. Bohrer

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.2

R. O. No. 225 - 18 - 19. By CITY CLERK. March 4, 2019.

Submitting a claim from Zachory T. Felsing for alleged damages to his vehicle when it was struck by a garbage truck.

CITY CLERK

*Finance + Personnel
4-8-19 Refer to Finance + Personnel
of new council*

DATE RECEIVED

2-26-19

FEB 26 '19 PM 12:10

RECEIVED BY

AKC.

CLAIM NO.

29-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Zachery T. Felsing
2. Home address of Claimant: 1746 N 9th street
3. Home phone number: (920)-377-6908
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 2-7-19 around 10 AM

6. Where did damage or injury occur? (give full description) Drivers side door, wheel well, panel inbetween door and front bumper, front bumper

7. How did damage or injury occur? (give full description) A garbage truck side swiped my car that was parked on the side of the road. The driver said he was attempting to back up.

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

(a) Name of such officer or employee, if known: _____

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

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

(a) Public property alleged to be dangerous: _____

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

DATE RECEIVED 2-26-19

RECEIVED BY MKC FEB 26 '19 PM 12:10

CLAIM NO. 29-18

CLAIM

Claimant's Name: Zachary J. Felsingor
Claimant's Address: 1746 N 9th street
Claimant's Phone No. (920) 377-6808

Auto \$ 3,525.25
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 3,525.25

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 3,525.25.

SIGNED [Signature]

DATE: 2-26-19

ADDRESS: 1746 N 9th street

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

FEB 26 '19 PM 12:10

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

No Injuries.

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

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

Auto: \$ 3,098.40 - \$3,525.25

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 3,525.25

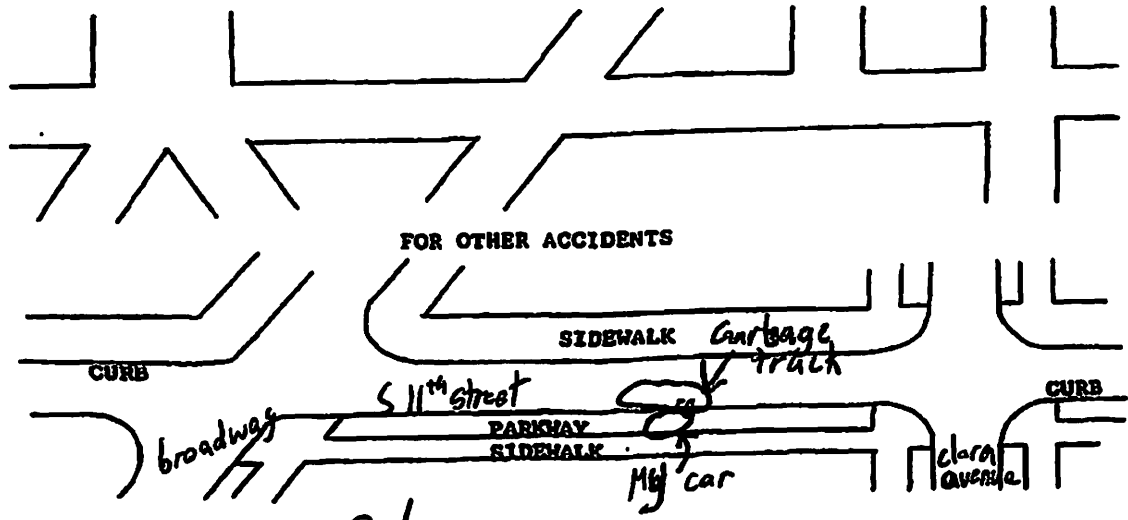
Damaged vehicle (if applicable)

Make: Hyundai Model: Sonata Year: 2012 Mileage: around 85K

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

[Signature]

DATE

2-26-19

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

*** PRELIMINARY ESTIMATE ***

02/07/2019 01:41 PM

Owner

Owner: Zach Felsinger
Address: 1746 N 9th St
City State Zip: Sheboygan, WI 53081
Email: zachoryfelsinger@gmail.com

Home/Day: (920)377-6808
Cell: (920)377-6808
FAX:

Inspection

Inspection Date: 02/08/2019 10:07 AM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St
City State Zip: Sheboygan, WI 53081
Driveable: Yes

Inspection Type: Drive In
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Rental Assisted:

Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081

Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 7*

Remarks

*** Original Estimate ***
*** Possible hidden damage open to further inspection ***
Possable clean up on used parts may be needed

Vehicle

2012 Hyundai Sonata Limited 4 DR Sedan
4cyl Gasoline 2.4
6-Speed Automatic

Lic.Plate: 478-ZYV
Lic Expire:
Prod Date: 08/2011
Veh Insp# :
Condition:
Ext. Color: RADIANT SILVER MET
Ext. Refinish: Two-Stage
Ext. Paint Code: SM

Lic State: WI
VIN: 5NPEC4AC4CH359727
Mileage: 84,659
Mileage Type: Actual
Code: E3174C
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

2nd Row Head Airbags	AM/FM CD Player	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Amplifier
Anti-Lock Brakes	Auto Headlamp Control	Automatic Dimming Mirror
Auxiliary Audio Input	Bucket Seats	Center Console
Chrome Grille	Compact Spare Tire	Cruise Control
Daytime Running Lights	Driver Information Sys	Dual Airbags
Dual Zone Auto A/C	Electric Steering	Electronic Compass
Emergency S.O.S. System	Ext Mirror Turn Signals	Fog Lights
Garage Door Opener	Halogen Headlights	Head Airbags
Heated Frnt & Rear Seats	Heated Power Mirrors	High Definition Radio
IPOD Control	Illuminated Visor Mirror	Intermittent Wipers
Keyless Access System	Keyless Entry System	Keyless Ignition System
Leather Seats	Leather Shift Knob	Leather Steering Wheel
Lighted Entry System	MP3 Decoder	Overhead Console
Panorama Sunroof	Power Brakes	Power Door Locks
Power Drivers Seat	Power Windows	Pwr Accessory Outlet(s)
Pwr Driver Lumbar Supp	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Subwoofer	Sunroof Wind Deflector
Tachometer	Theft Deterrent System	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	USB Audio Input(s)	Wireless Audio Streaming
Wireless Phone Connect	XM Satellite Radio	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Front Bumper									
1	EC	33		Cover,Front Bumper	Replace Economy	\$321.00*		2.6	SM
				>> >>Keystone Capa					
2	L	33	13	Cover,Front Bumper	Refinish			4.1	RF
					2.9 Surface				
					0.6 Two-stage setup				
					0.6 Two-stage				
3	E	48		Brkt,Front Bumper Mtg LT	865133S000	\$15.95		INC	SM
Front End Panel And Lamps									
4	RI	41		Headlamp Assy,Halogen LT	R & I Assembly			INC	SM
Front Body And Windshield									
5	EC	103		Fender,Front LT	Replace Economy	\$223.00*		2.5	SM
6	L	103		Fender,Front LT	Refinish			3.4	RF
					2.3 Surface				
					0.5 Edge				
					0.6 Two-stage				
7	TE	121		Guard,Fender Mud	Partial Replace Price	\$15.00			SM
8	ET	123		Guard,Fender Mud LT	Partial Replace Labor			INC	SM
Front Doors									
9	E	157		Lamp,Side Marker LT	876133Q000	\$157.02		0.4	SM
10	EU	207		Door Assembly,Front LT	Replace Recycled	\$333.00*		2.0	SM
				>> >>Rhine Auto					
11	L	207		Door Shell,Front LT	Refinish			4.1	RF
					2.4 Surface				
					1.0 Edge				
					0.7 Two-stage				
12	RI	1127		Panel,Frt Door Inner LT	R & I Assembly			INC	SM
13	RI	58		W/Strip,Front Door LT	R & I Assembly			0.5	SM

14	RI	231	Pnl,Inner Door Trim LT	R & I Assembly		INC	SM
15	RI	58	Mldg,Front Door Belt LT	R & I Assembly		0.2	SM
16	RI	257	Appique,Frt Door Fram LT	R & I Assembly		0.5	SM
17	RI	229	Mirror,Outer R/C LT	R & I Assembly		INC	SM
18	RI	215	Glass,Front Door T LT	R & I Assembly		INC	SM
19	RI	201	Channel,Front Glass Ru LT	R & I Assembly		1.5	SM
20	EU	358	Hinge,Front Door Upr LT	Replace Recycled	INC*	0.2	SM
21	L	358	Hinge,Front Door Upr LT	Refinish		0.4	RF
				0.3 Surface			
				0.1 Two-stage			
22	EU	213	Hinge,Front Door Lwr LT	Replace Recycled	INC*	0.2	SM
23	L	213	Hinge,Front Door Lwr LT	Refinish		0.4	RF
				0.3 Surface			
				0.1 Two-stage			
24	RI	252	Rod,Front Door Check LT	R & I Assembly		0.2	SM
25	RI	221	Lock,Front Door LT	R & I Assembly		0.2	SM
26	RI	241	Handle,Front Door Otr LT	R & I Assembly		INC	SM

Rear Doors

27	BR	289	Pnl,Rear Door Outer LT	Blend Refinish		1.3	RF
				0.9 Blend			
				0.4 Two-stage			
28	RI	1223	Panel,Rear Door Inner LT	R & I Assembly		0.3	SM
29	RI	237	Mldg,Rear Door Belt LT	R & I Assembly		0.8	SM
30	RI	307	Pnl,Inner Door Trim LT	R & I Assembly		INC	SM
31	RI	425	Handle,Fr Door Outer LT	R & I Assembly		0.2	SM

Manual Entries

32	L	M14	Corrosion Protection	Refinish		0.2*	RF	
33	EC		Cover car exterior	Replace Economy	\$5.00*	0.2*	SM	
34	EC		Flex Additive	Replace Economy	\$8.50*		RF	
35	N		De-Nib and polish	Additional Labor			SM*	
36	N		Hazad, waste	Additional Labor	\$5.00*		SM	
37	N		Transfer Door Parts	Additional Labor		2.0*	SM*	
			>> >>Transfer Original Door Parts & Wiring to Used Door. (Diff. Year)					
38	P		Brakes making noise	Check			SM*	
			>> >>Owner said that brakes are making noise (check at time of repairs)					
38	Items							

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts					\$187.97	
Other Parts					\$893.50	
Paint & Materials		13.9 Hours @ \$40.00			\$558.00	
Parts & Material Total						\$1,637.47
Tax on Parts & Material		@ 5.500%				\$90.06
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$60.00	12.5	2.0	14.5	\$870.00	
Mech/Elec (ME)	\$85.00					
Frame (FR)	\$75.00					
Refinish (RF)	\$60.00	13.9		13.9	\$834.00	
Labor Total				28.4 Hours		\$1,704.00
Tax on Labor		@ 5.500%			\$93.72	
Gross Total						\$3,525.25

Net Total

\$3,525.25

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

Audatex Estimating 8.0.643 ES 02/03/2019 11:58 AM REL 8.0.643 DT 01/01/2019 DB 02/01/2019
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3.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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 IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS
OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY,
WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST
INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES
SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.


Op Codes

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



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

*** PRELIMINARY ESTIMATE ***

02/19/2019 11:02 AM

Owner

Owner: ZACH FELSINGER
Address: 1746 N. 9TH ST
City State Zip: Sheboygan, WI 53081

Work/Day: (920)377-6808
FAX:

Inspection

Inspection Date: 02/19/2019 11:01 AM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Left Front Corner

Appraiser Name: PATRICK KARBE
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com

Inspection Type:
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x

Secondary Impact:

Appraiser License #:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:

Days To Repair: 8

Remarks

ESTIMATE OPEN FOR HIDDEN DAMAGES:
ORIGINAL / INITIAL ESTIMATE:
PRIOR DAMAGE TO LEFT FRONT WHEEL

Vehicle

2012 Hyundai Sonata Limited 4 DR Sedan
4cyl Gasoline 2.4
6-Speed Automatic

Lic.Plate: 478ZTV
Lic Expire:
Prod Date:
Veh Insp#:
Condition:

Lic State: WI
VIN: 5NPEC4AC4CH359727
Mileage: 85,010
Mileage Type: Actual
Code: E3174C

Ext. Color: RADIANT SILVER MET
Ext. Refinish: Two-Stage
Ext. Paint Code: SM

Int. Color: Gray
Int. Refinish: Two-Stage
Int. Trim Code: RA

Options - AudaVIN Information Received

2nd Row Head Airbags	AM/FM CD Player	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Amplifier
Anti-Lock Brakes	Auto Headlamp Control	Automatic Dimming Mirror
Auxiliary Audio Input	Bucket Seats	Cargo/Trunk Net
Center Console	Chrome Grille	Compact Spare Tire
Cruise Control	Daytime Running Lights	Driver Information Sys
Dual Airbags	Dual Zone Auto A/C	Electric Steering
Electronic Compass	Emergency S.O.S. System	Ext Mirror Turn Signals
Floor Mats	Fog Lights	Garage Door Opener
Halogen Headlights	Head Airbags	Heated Fmt & Rear Seats
Heated Power Mirrors	High Definition Radio	IPOD Control
Illuminated Visor Mirror	Intermittent Wipers	Keyless Access System
Keyless Entry System	Keyless Ignition System	Leather Seats
Leather Shift Knob	Leather Steering Wheel	Lighted Entry System
MP3 Decoder	Mud/Splash Guards	Overhead Console
Panorama Sunroof	Power Brakes	Power Door Locks
Power Drivers Seat	Power Windows	Pwr Accessory Outlet(s)
Pwr Driver Lumbar Supp	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Subwoofer	Sunroof Wind Deflector
Tachometer	Theft Deterrent System	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Traction Control System
Trip Computer	USB Audio Input(s)	Wireless Audio Streaming
Wireless Phone Connect	XM Satellite Radio	

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Strips And Mouldings									
1	RI	512		Mldg,Fender Side LT	R & I Assembly			0.2	SM
Front Bumper									
2	E	33	46	Cover,Front Bumper	865113Q000	\$384.14		1.8	SM
3	L	33	13	Cover,Front Bumper	Refinish			4.1	RF
					2.9 Surface				
					0.6 Two-stage setup				
					0.6 Two-stage				
4	E	7	46	Absorber,Front Energy	865203Q100	\$82.08		0.8	SM
5	E	48	46	Brkt,Front Bumper Mtg LT	865133S000	\$15.95		INC	SM
Front Body And Windshield									
6	I	103		Fender,Front LT	Repair			2.5*	SM
7	L	103		Fender,Front LT	Refinish			2.8	RF
					2.3 Surface				
					0.5 Two-stage				
8	TE	121		Guard,Fender Mud	Partial Replace Price	\$15.00		0.2*	SM
Front Body Interior Sheetmetal									
9	E	46	#	Skirt,Inner Fender LT	868113Q000	\$124.70		0.5	SM
				# = 01, 46					

Front Doors

10	RI	1789	Speaker,Front Door LT	R & I Assembly			0.2	SM
11	EU	207	48 Door Assembly,Front LT	Replace Recycled	\$300.00*	+25.00	3.0	SM
12	L	207	>> TOM@CLEVELAND AUTO Door Shell,Front LT	Refinish			4.1	RF
				2.4 Surface				
				1.0 Edge				
				0.7 Two-stage				
13	RI	1127	Panel,Fit Door Inner LT	R & I Assembly			INC	SM
14	RI	215	Glass,Front Door T LT	R & I Assembly			1.0	SM
Rear Doors								
15	BR	289	Pnl,Rear Door Outer LT	Blend Refinish			1.3	RF
				0.9 Blend				
				0.4 Two-stage				
16	RI	237	Mldg,Rear Door Belt LT	R & I Assembly			0.8	SM
17	RI	425	Handle,Rr Door Outer LT	R & I Assembly			0.2	SM
Manual Entries								
18	L		Cover Car Exterior	Refinish	\$5.00*			SM
19	SB		Hazardous Waste	Sublet Repair	\$5.00*			RF*
20	L		Corrosion,Protection	Refinish	\$10.00*		0.2*	SM
21	L		Flex Additive	Refinish	\$6.00*			SM
21	Items							

MC Message

01 CALL DEALER FOR EXACT PART # / PRICE
 13 INCLUDES 0.8 HOURS FIRST PANEL TWO-STAGE ALLOWANCE
 46 PRINTABLE ALTERNATE PARTS COMPARE

Estimate Total & Entries

Gross Parts	\$621.87
Other Parts	\$321.00
Paint & Materials	12.3 Hours @ \$40.00
Line Item Markup	\$75.00
Parts & Material Total	\$1,509.87
Tax on Parts & Material	@ 5.500% \$83.04

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00	8.9	2.5	11.4	\$684.00
Mech/Elec (ME)	\$120.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$60.00	12.3		12.3	\$738.00
Labor Total				23.7 Hours	\$1,422.00
Tax on Labor		@ 5.500%			\$78.21
Sublet Repairs					\$5.00
Tax on Sublet		@ 5.500%			\$0.28
Gross Total					\$3,098.40
Net Total					\$3,098.40

Alternate Parts Y/05/00/00/05/04 CUM 05/00/00/05/04 Zip Code: 53081 Default
 Recycled Parts NOT REQUESTED
 Rate Name Default

Audatex Estimating 8.0.643 ES 02/19/2019 11:21 AM REL 8.0.643 DT 02/01/2019 DB 02/15/2019
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2.8 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

Op Codes

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



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CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. 9-19-20 is a claim from Todd Rautmann for alleged damages to his vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: October 11, 2019

MEETING DATE: October 28, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This is a claim for alleged damages to Mr. Rautmann's vehicle caused by a City of Sheboygan snow plow.

STAFF COMMENTS:

City staff has reviewed the claim and under the authorization by the Common Council Resolution No. 93-14-15, the City of Sheboygan has settled the claim in the amount of \$272.56.

ACTION REQUESTED:

Motion to recommend the Common Council receive R.O. 9-19-20 and file.

ATTACHMENTS:

- I. R.O. 9-19-20

II

3.5

R. O. No. 9 - 19 - 20. By CITY CLERK. May 6, 2019.

Submitting a claim from Todd Rautmann for alleged damages to his vehicle when it was struck by a snow plow.

*Finance
Personnel*

CITY CLERK

4-29-19

RECEIVED BY

MKC

CLAIM NO.

4-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

APR 29 '19 PM 12:36

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

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

1. Name of Claimant: TODD RAUTMANN
2. Home address of Claimant: 2005A N. 19TH ST, SHEBOYGAN, WI 53081
3. Home phone number: 920-830-8400
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (Date, time of day) 1/28/2019 AT 5:36 PM
6. Where did damage or injury occur? (Give full description) _____
CLEVELAND AVE, SHEBOYGAN WI (2-WAY TRAFFIC)
7. How did damage or injury occur? (Give full description) _____
SNOW PLOW STRUCK TODD RAUTMANN'S VEHICLE THAT WAS LEGALLY PARKED ON CLEVELAND AVE
(N. 19TH ST)
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: Christian Anderson
 - (b) Claimant's statement of the basis of such liability: _____
Snow plow driver, Vehicle Info: 2007 Dump truck
Plate # 74103 WI
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: N/A
 - (b) Claimant's statement of basis for such liability: N/A
10. Give a description of the injury, property damage or loss, so far as is known at this time. (If there were no injuries, state "NO INJURIES").

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

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

Auto: \$ 272.56

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 272.56

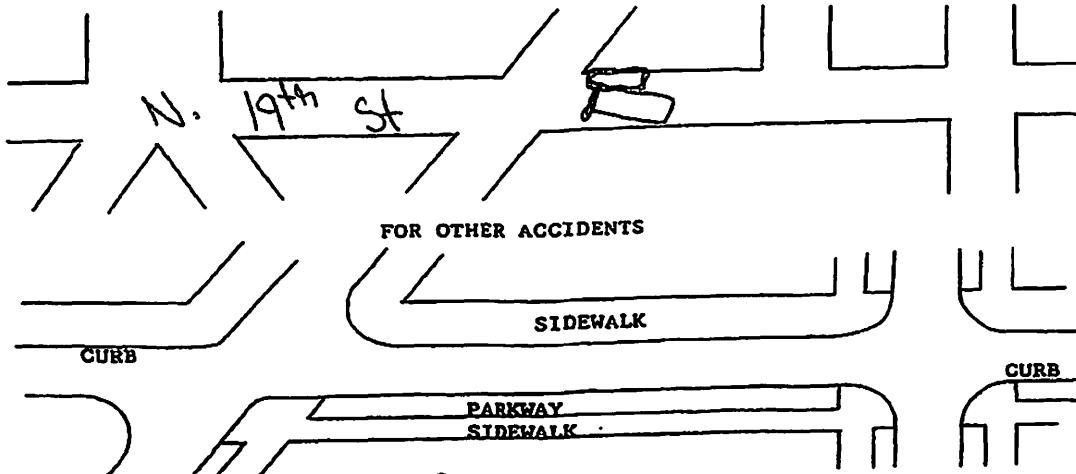
Damaged vehicle (if applicable)

Make: DODGE Model: DART Year: 2016 Mileage: 16,791

Names and addresses of witnesses, doctors and hospitals: _____

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

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



Second Look Inc. Representative: Erin Occhiogrosso
SIGNATURE OF CLAIMANT Erin Occhiogrosso

DATE 4/19/2019

DATE RECEIVED 4-29-19

RECEIVED BY AMC

Todd Rautmann
Second Look Inc. A/S/O State Farm Insurance CLAIM

CLAIM NO. 47-1463-W07
File: 68089

Claimant's Name: Erim Occhiogrosso Auto .. . \$ 272.56
Claimant's Address: 360 Motor Pkwy, Ste 500 Property .. . \$.. .
Hempstead, NY 11788 Personal Injury \$.. .
Claimant's Phone No. 631-343-7226 Other (Specify below) \$.. .
TOTAL \$ 272.56

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 272.56.

State Farm Insurance A/S/O Todd Rautmann
In care of Second Look Inc.
Representative: Erim Occhiogrosso

SIGNED Erim Occhiogrosso DATE: 4/19/2019

ADDRESS: 360 Motor Pkwy, Suite 500, Hempstead NY 11788

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



Auto Subrogation Demand

April 19, 2019

CITY OF SHEBOYGAN
898 CENTER AVE #100
SHEBOYGAN, WI 58081
Attention: CITY CLERK: MEREDITH DEBRUIN / MEREDITH.DEBRUIN@SHEBOYGANWI.GOV

RE:

OUR CLIENT: STATE FARM INSURANCE
CLIENT INSURED: TODD RAUTMANN
OUR FILE #: 68039 / 49-7463-W29
YOUR INSURED: DEPT. OF PUBLIC WORKS (CHRISTIAN ANDERSON)
YOUR CLAIM #: PLEASE PROVIDE
DATE OF LOSS: 11/18/2018
AMOUNT OF CLAIM: \$272.56 (\$250 DED + \$22.56 PD)

To Whom it May Concern:

We have been retained by the above referenced client to handle subrogation on their behalf. They have advised us that your insured was involved in an auto accident with their insured on the above listed date of loss. Attached is a copy of our client's file. Our investigation places liability on your insured. Please review this claim and send payment for the amount listed above to our office payable to our client.

Thank you for your cooperation. If you require additional information, please contact the undersigned representative.

Sincerely,

Erin Occhiogrosso

Direct Dial: 631-393-7226
E-Mail: EOcchiogrosso@2ndlook.net



POLICE # C19-01857
ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOY Document Number G7L0DCL4G5		Document Override Number	
Agency Accident Number					Police Number C19-01857				
4 - Accident Date 01/29/2019		5 - Time of Accident (Military Time) 1738		6 - Total Units 2		7 - Total Injured 0		8 - Total Killed 0	
2 - County SHEBOYGAN - 89			3 - Municipality SHEBOYGAN - 01, CITY			11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.		14 - On Street Name N 19TH ST			14 - Bus/Fwd/Rmp		15 - Est. Dist 149	15 - Hwy. Dir F	15 - Hwy. Dir SOUTH
16 - Fwd/Hwy No.		16 - Fwd/Hwy Street Name CLEVELAND AVE			16 - Business/Portage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude 43.785711825845		13 - Longitude -97.73147041360			
89 - Most Harmful Event MOTOR VEHICLE IN TRANSPORT					89 - Manner of Collision SIDESWIPE, OPPOSITE DIRECTION				
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		114 - Road Terrain LEVEL/FLAT		Surface Type BLACKTOP (BITUMINOUS) - 2			
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY-TRAFFIC)									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DARK-NOT-LIGHTED			118 - Road Surface Condition WET			118 - Weather SNOW			
<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Lead Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
161 - Supplemental Reports		162 - Witness Statements		163 - Measurements Taken		79 - E M S Number			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT			23 - Dir Of Travel SOUTH		24 - Speed Limit 25		
26 - Operating as Classified C		37 - Endorsements			<input type="checkbox"/> Operating Commercial Motor Vehicle				
29 - Driver's License Number A956107018607			30 - State WI	31 - Expiration Year 2026	34 - On Duty Accident				
25 - Operator/Pedestrian Last Name ANDERSON			25 - First Name CHRISTIAN		25 - Middle Initial JAMES		26 - Suffix		
32 - Date of Birth 03/28/1970		33 - Sex M							
26 - Address Street & Number 1918 N 23RD ST						26 - PO Box			
27 - City SHEBOYGAN			27 - State WI	27 - Zip Code 53091		28 - Telephone Number 920-226-0269			
39 - Seat Position FRONT-SEAT-LEFT				40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED					
38 - Injury Severity N - NO APPARENT INJURY			41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED		44 - Medical Transport <input type="checkbox"/>		
43 - Trapped/Extracted NOT-TRAPPED		92 - Pedestrian Location			92 - Pedestrian Action				
119 - What Driver Was Doing GOING STRAIGHT			120 - Traffic Control NO-CONTROL			62 - No. of Citations Issued 0			
64 - 1st Statute No.		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.	
122 - Driver Factors OTHER									
88 - Driver or Pedestrian Cond APPEARED NORMAL				89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT					
80 - Alcohol Test TEST NOT GIVEN			80 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN			

PK2011

91 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01	21 - Unit Type TRUCK		Vehicle Type SNOWPLOW			22 - Total Occupants 1
	56 - Unified Plate Number 74193		57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1HTWXAHT47J527797
	50 - Year 2007	51 - Make INTL	52 - Model DUMP TRUCK	53 - Body Style CB	54 - Color BLU	100 - Sidemarks to Impact (F)
	94 - Vehicle Damage NO DAMAGE					
	95 - Extent Of Damage NONE		96 - <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01	45 - <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name		46 - Middle Initial	46 - Suffix
	46 - Company Name DEPARTMENT OF PUBLIC WORKS					
	47 - Address Street & Number 2028 NEW JERSEY AVE			47 - PO Box		
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081	49 - Telephone Number 920-458-3440	
	46 - Date Of Birth					

Insurance

INS 01	63 - Liability Insurance Company		60 - <input type="checkbox"/> Policy Holder Same As Owner			
	61 - Policy Holder Last Name		61 - Policy Holder First Name			
	61 - Policy Holder Company					

School Bus

BUS 01	Bus Traveling In/From <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT.		23 - Dv Of Travel	24 - Speed Limit 25
38 - Operating as Classified D		37 - Endorsements		35 - <input type="checkbox"/> Operating Commercial Motor Vehicle	
28 - Driver's License Number R3558168948209		30 - State WI	31 - Expiration Year 2023	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name HAUTMANN		26 - First Name TODD		25 - Middle Initial RONALD	25 - Suffix
32 - Date Of Birth 12/22/1968		33 - Sex M			
28 - Address Street & Number 2033A N 19TH ST				28 - PO Box	

OPERATOR/PEDESTRIAN 02	27 - City SHEBOYGAN		27 - State WI	27 - Zip Code 53081	28 - Telephone Number	
	39 - Seat Position FRONT-SEAT-LEFT			40 - Safety Equipment RESTRAINT-USE-UNKNOWN		
	38 - Injury Severity N - NO APPARENT INJURY		41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extorted NOT-TRAPPED		82 - Pedestrian Location	82 - Pedestrian Action		
	119 - What Driver Was Doing LEGALLY-PARKED			120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors NOT-APPLICABLE					
	88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT			
	90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN	
	91 - Drugs Reported					
124 - Highway Factors						

Vehicles

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR			22 - Total Occupants 1
	58 - License Plate Number 502PUJ		57 - Plate Type AUT	59 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1C3CDFAA8GD024387
	50 - Year 2016	51 - Make DODG	52 - Model DART	53 - Body Style SD	54 - Color BLK	100 - Skidmarks to Impact (FT)
	64 - Vehicle Damage FRONT DRIVER SIDE					
	65 - Extent of Damage MINOR		66 <input type="checkbox"/> Vehicle Towed Due To Damage		67 - Vehicle Removed By OPERATOR	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name RAUTHANN		46 - First Name TODD		48 - Middle Initial RONALD	46 - Suffix Date Of Birth 12/22/1968
	46 - Company Name					
	47 - Address Street & Number 2005A N 19TH ST				47 - PO Box	
	48 - City SHEBOYGAN		48 - State WI	48 - Zip Code 53081		49 - Telephone Number

Insurance

INS 02	69 - Liability Insurance Company		60 <input type="checkbox"/> Policy Holder Same As Owner			
	61 - Policy Holder Last Name			61 - Policy Holder First Name		
	61 - Policy Holder Company					

School Bus

BUS 02	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Diagram and Narrative

DIAGRAM AND NARRATIVE	105 - PHOTOS BY
	<p>ON 1/29/2019, UNIT 1 WAS DRIVING 68 ON N 19TH ST IN A CITY OF SHEBOYGAN FLOW TRUCK PLOWING THE ROAD. UNIT 1 STATES THAT AS HE TRIED AVOIDING UNIT 2 WHO WAS PARKED ON THE EAST SIDE OF THE ROAD, HE HIT THE WEST SIDEWALK. UPON DOING SO, HE OVER CORRECTED AND STRUCK UNIT 2 WITH HIS FRONT SHOVEL, CAUSING DAMAGE TO THE LEFT SIDE MIRROR ON UNIT 2. PICTURES WERE TAKEN AND UPLOADED TO THE CASE. UNIT 1 NOTIFIED DPW AND REPORTED THE INCIDENT TO POLICE. -458</p>

Officer Information

OFFICER INFORMATION	125 - Officer Last Name PRAY	126 - First Name BRYAN	125 - Middle Initial K	131 - Officer ID 458
	129 - Law Enforcement Agency No. 6861	130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT		
	128 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST			
	127 - City SHEBOYGAN	127 - State WI	127 - Zip Code 53081	128 - Telephone Number 920-459-3333
	132 - Date Notified 01/29/2019	133 - Time Notified (Military Time) 1739	134 - Time Arrived (Military Time) 1745	135 - Date Of Report 02/12/2019
	Agency Accident Number	Police Number C19-01837	16 - Special Study	
	18 - Agency Space ID WI DL			

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081
OFFICE: 820-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 89-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** FINAL BILL ***

RO# 876162

S1

01/30/2019 11:35 AM
02/02/2019 08:35 AM

Owner

Owner: TODD RAUTMANN
Address: 2005A N 19TH ST
City State Zip: SHEBOYGAN, WI 53081-2330

Home/Day: (920)803-8400
Home/Evening: (920)803-8400
FAX:

Control Information

Claim # : 49-7463-W2801
Loss Date/Time: 01/28/2019 08:00 AM
Deductible: \$250.00

Insured Policy # :
Loss Type: Collision

Ins. Company: State Farm

Insured: TODD RAUTMANN
Address:

Home/Day: (920)803-8400
Home/Evening: (920)803-8400

Claim Rep: Express Team E
Address:

Work/Day: (855)341-8184

Inspection

Inspection Date: 01/30/2019 11:33 AM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

Inspection Type: Select Service

Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x

City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Left Side
Driveable: Yes

Secondary Impact:
Rental Assisted: No

Assigned Date/Time:
First Contact Date/Time: 01/30/2019 11:33 AM

Received Date/Time: 01/29/2019 07:01 AM
Appointment Date/Time: 01/29/2019 06:00 AM

Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive

Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

City State Zip: Sheboygan, WI 53081

Orig Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive

Appraiser License # :
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

City State Zip: Sheboygan, WI 53081

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855

City State Zip: SHEBOYGAN, WI 53081
 Email: collisioncenter@sheboyganauto.com

FAX: (920)459-6286

Repair Start Date/Time: 02/04/2019
 Repair Complete Date/Time: 02/04/2019 10:33 AM
 Target Complete Date/Time: 02/04/2019

Vehicle Drop Off Date/Time: 02/04/2019 10:00 AM
 Vehicle Pick Up Date/Time: 02/04/2019 10:33 AM
 Days To Repair: 1

Vehicle

2016 Dodge Dart SE 4 DR Sedan
 4cyl Gasoline 2.0
 6-Speed Automatic

Lic.Plate: 502PUJ
 Lic Expire:
 Prod Date:
 Veh Insp# :
 Condition:
 Ext. Color: BLACK
 Ext. Refinish: Two-Stage
 Ext. Paint Code: DX8,PX8

Lic State: WI
 VIN: 1C3CDFAA8GD624387
 Mileage: 16,791
 Mileage Type: Actual
 Code: N0223A
 Int. Color: Black
 Int. Refinish: Two-Stage
 Int. Trim Code: D7X9

Options - AudaVIN Information Received

2nd Row Head Airbags	AM/FM CD Player	Active Grille Shutter
Air Conditioning	Alarm System	Analog Gauges
Anti-Lock Brakes	Armrest(s)	Automatic Dimming Mirror
Automatic Trans	Auxiliary Audio Input	Bucket Seats
Carpeting	Center Console	Cruise Control
Daytime Running Lights	Digital Clock	Dual Airbags
Electric Steering	Electronic Control Susp	Halogen Headlights
Head Airbags	Intermittent Wipers	Keyless Entry System
Knee Air Bags	LED Brakelights	Lighted Entry System
Limited Slip Differential	MP3 Decoder	Power Brakes
Power Door Locks	Power Mirrors	Power Windows
Pwr Accessory Outlet(s)	Rear Bench Seat	Rear Side Airbags
Rear Window Defroster	Rem Trunk-L/Gate Release	Side Airbags
Steel Wheels	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Traction Control System	USB Audio Input(s)
Velour/Cloth Seats	Wireless Audio Streaming	Wireless Phone Connect

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guid	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	EU	229		Mirror,Outer R/C LT	RECYCLED PART	\$75.00*			0.8	SM
2	L	229	13	Mirror,Outer R/C LT	Refinish				1.2	RF
					0.5 Surface					
					0.6 Two-stage setup					
					0.1 Two-stage					
Manual Entries										
3	SB	M60		Hazardous Waste Removal	Sublet Repair	\$3.00*				SM
				3 Items						

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

Estimate Total & Entries

Other Parts			\$75.00	
Paint & Materials	1.2 Hours @ \$38.00		\$45.60	
Line Item Markup			\$18.75	
Parts & Material Total				\$139.35
Tax on Parts & Material	@ 5.500%			\$7.68

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$59.00	0.8		0.8	\$46.40
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$80.00				
Refinish (RF)	\$59.00	1.2		1.2	\$69.60

Labor Total		2.0 Hours		\$116.00
Tax on Labor	@ 5.500%		\$6.38	
Sublet Repairs			\$3.00	
Tax on Sublet	@ 5.500%		\$0.17	
Gross Total				\$272.56
Less: Deductible				\$250.00-
Net Total				\$22.56
Less: Previous Net Total				\$22.56-
Net Supplement Total (Final Bill)				\$0.00



For more information regarding State Farm's promise of satisfaction relating to new non-original equipment manufacturer (non-OEM) and recycled parts, please visit: <http://st8.fm/7X4> or QR code.

Register online to check the status of your claim and stay connected with State Farm®. To register, go to statefarm.com and select Check the Status of a Claim. If you are already registered, thank you!

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 00000 Geo 00000
 Rate Name Default

Audatex Estimating 8.0.643 S1 02/04/2019 10:34 AM REL 8.0.643 DT 01/01/2019 DB 02/01/2019
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0.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

THIS IS NOT AN AUTHORIZATION TO REPAIR. ALL SUPPLEMENTS REQUIRE PRIOR APPROVAL BY A STATE FARM CLAIM REPRESENTATIVE.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT

PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Op Codes

- | | | |
|--------------------------|---|---------------------------|
| * = User-Entered Value | ^ = Labor Matches System Assigned Rates | E = New Part |
| NG = Replace NAGS | EC = ** NON-OEM PART | OE = Replace PXN OE Srp/s |
| UE = Replace OE Surplus | ET = Partial Replace Labor | EP = ** NON-OEM PART |
| EU = RECYCLED PART | TE = Partial Replace Price | PM = REMAN/REBUILT PART |
| UM = REMAN/REBUILT PART | L = Refinish | PC = RECOND PART |
| UC = RECOND PART | TT = Two-Tone | SB = Sublet Repair |
| N = ADDITIONAL OPERATION | BR = Bland Refinish | I = Repair |
| IT = Partial Repair | CG = Chipguard | RI = R & I Assembly |
| P = Check | RP = RP-RELATED PRIOR | |



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*** SUPPLEMENT RECONCILIATION ***

Supplement S1

Claim #: 49-7463-W2901
File # :
Insured: TODD RAUTMANN
Owner Name: TODD RAUTMANN
Appraiser Name: Cliff Netzer
Vehicle: 2016 Dodge Dart SE 4 DR Sedan

Insured Policy # :
Claim Rep: Express Team E
Inspection Date/Time: 01/30/2019 11:33 AM

Actual Supplement 1 Net Total

\$0.00+

Summary

	Net Total	Date	Time	Appraiser
Original Estimate	\$22.56	01/29/2019	09:58 AM	Cliff Netzer
Supplement 1	\$22.56	02/02/2019	09:35 AM	Cliff Netzer



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C denotes consolidated payment
E denotes EFT payment
P previously converted payment from CAT/CMR

<u>Payment Number</u>	<u>Issued Date</u>	<u>Payee</u>	<u>Status</u>	<u>Amount</u>	<u>Auth ID</u>
105409803K E	02-04-2019	SHEBOYGAN CHEVROLET BUICK GMC CADILLAC, INC	Paid	\$22.56	ECSAPY
Grand Total:				\$22.56	

Continued on Claim File Print - File History Information report

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. 65-19-20 is a claim from Eugene Kohls for alleged damages to his vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: October 11, 2019

MEETING DATE: October 28, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This is a claim for alleged damages to Mr. Kohl's vehicle caused by a City of Sheboygan garbage truck.

STAFF COMMENTS:

City staff has reviewed the claim and under the authorization by the Common Council Resolution No. 93-14-15, the City of Sheboygan has settled the claim in the amount of \$2,994.03.

ACTION REQUESTED:

Motion to recommend the Common Council receive R.O. 65-19-20 and file.

ATTACHMENTS:

- I. R.O. 65-19-20

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. 65-19-20 is a claim from Eugene Kohls for alleged damages to his vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

28

REPORT DATE: October 11, 2019

MEETING DATE: October 14, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This is a claim for alleged damages to Mr. Kohl's vehicle caused by a City of Sheboygan garbage truck.

STAFF COMMENTS:

City staff has reviewed the claim and under the authorization by the Common Council Resolution No. 93-14-15, the City of Sheboygan has settled the claim in the amount of \$2,994.03.

ACTION REQUESTED:

Motion to recommend the Common Council ^{Yessie} file R.O. 65-19-20. *and file.*

ATTACHMENTS:

- I. R.O. 65-19-20

II

3.3

R. O. No. 65 - 19 - 20. By CITY CLERK. August 19, 2019.

Submitting a claim from Eugene O. Kohls for alleged damages to his vehicle when it was struck by a City garbage truck.

*Finances
Personnel*

CITY CLERK

DATE RECEIVED 8-14-19

AUG 14 '19 PM 12:14

RECEIVED BY MKC

CLAIM NO. 10-19

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Eugene O Kohls
- 2. Home address of Claimant: 2030 N 28th St Sheboygan WI 53081
- 3. Home phone number: 920.452.3124
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 8-6-19 10:48 AM

6. Where did damage or injury occur? (give full description) _____

7. How did damage or injury occur? (give full description) On 2315 Lenz Ct
56 Ft E. of N. 15th St (House/Building 2315)
See Acc Report C19-15690

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

- (a) Name of such officer or employee, if known: Per Acc Report Kyle J. Thomas - Garbage Truck Driver
- (b) Claimant's statement of the basis of such liability: Per SPD Acc Report C19-15690.

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

- (a) Public property alleged to be dangerous: _____
- (b) Claimant's statement of basis for such liability: _____

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

Garbage Truck Stuck Vehicle Damage to
Right Side Middle & Mirror.

11. Name and address of any other person injured: No Injuries

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

Auto:	\$ <u>2,994.03</u>	+ temporary substitute vehicle costs.
Property:	\$ _____	
Personal injury:	\$ _____	while vehicle is getting fixed. \$40.00/day x 5 days
Other: (Specify below)	\$ _____	
TOTAL		\$ <u>2994.03</u>

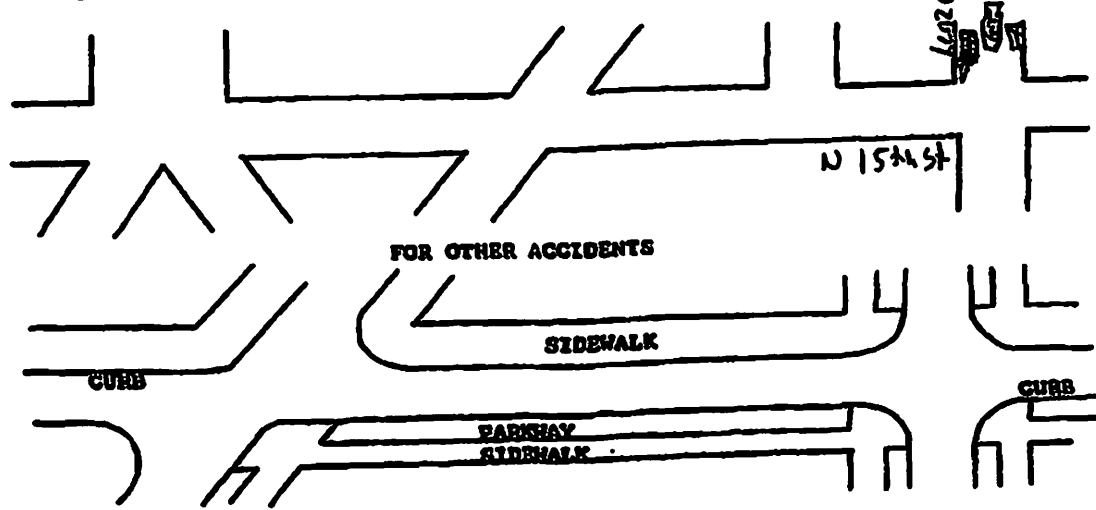
Damaged vehicle (if applicable)

Make: Buick Model: Rendezvous Year: 2005 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: Riding on Exterior of Garbage Truck - Jason J. Bill

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

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



SIGNATURE OF CLAIMANT * Eugene O. Woods DATE 8/13/19

DATE RECEIVED 8-14-19

RECEIVED BY MKC

CLAIM NO. 10-19

CLAIM

Claimant's Name: Eugene Kohls

Auto \$ 2994.03

Claimant's Address: 2030 N. 28th St

Property \$ _____

Sheboygan, WI 53081

Personal Injury \$ _____

Claimant's Phone No. 920 452-3124

Other (Specify below) \$ _____

TOTAL \$ 2994.03

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2994.03.

SIGNED Eugene O. Dabrowski

DATE: 8/13/19

ADDRESS: 2030 N. 28th Sheboygan

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

G7L0DDT5LH
C19-15690

WISCONSIN MOTOR VEHICLE
CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53091
(920) 459-3333

G7L0DDT5LH

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy OFFICER TRISHA SAEGER	
Crash Date 08/08/2019		Crash Time 10:48 AM		Date Arrived 08/08/2019		Time Arrived 11:08 AM	
Date Notified 08/08/2019		Time Notified 10:48 AM		Total Units 02		Total Injured 00	
<input type="checkbox"/> On Emergency		<input type="checkbox"/> Hit and Run		<input type="checkbox"/> Lane Closure		<input type="checkbox"/> Work Zone	
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash	

Description	
Diagram	Reconstruction By
	Photos By SAEGER 287
	Additional Information PHOTOS

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

UNIT 1 WAS DRIVING WESTBOUND, ON THE GARBAGE ROUTE, IN THE 1400 BLOCK OF LENZ CT. THIS ROADWAY IS A ONE WAY ROAD FOR WESTBOUND TRAFFIC, AND ALLOWS FOR PARKING ON BOTH SIDES OF ROAD. UNIT 1 HAD STOPPED FOR STOP SIGN, FACING WEST, AND PROCEEDED TO MAKE A RIGHT TURN ONTO N 15TH ST, FROM LENZ CT. UNIT 1'S LEFT SIDE REAR STEP, STRUCK THE PASSENGER FRONT DOOR FOR UNIT 2. UNIT 2 WAS LEGALLY PARKED ON THE SOUTH SIDE OF LENZ CT. ANOTHER VEHICLE WAS PARKED ON THE NORTH SIDE OF LENZ CT. DUE TO THE PARKED VEHICLES, THE ROADWAY WAS NARROW FOR ANY WEST BOUND THROUGH VEHICLES.

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C19-15690

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

Location

ON 2315 LENZ CT 56 FT E OF N 15TH ST (HOUSE/BUILDING 2315) IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.76999032	Longitude -87.724291524
	X Coordinate 441706.625	Y Coordinate 4846581.5
	Structure Type HOUSE/BUILDING	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY	
Manner of Collision 05--SIDESWIPE/SAME DIRECTION		Light Condition DAYLIGHT	
Road Surface Condition(s) DRY		Roadway Factor(s) NONE	
Environment Factor(s) NONE			
Weather Condition(s) CLEAR			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION	

Unit Summary

01 UNIT	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type TRUCK	
	Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)				Operating As Endorsements	
	Total Occs 2	Tram/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With PARKED MOTOR VEHICLE		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way ONE-WAY TRAFFIC		Traffic Control STOP SIGN		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

01 UNIT VEHICLE	Vehicle 1					
	License Plate Number 88070		Plate Type LTK - LIGHT TRUCK		St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 3BPZL50X1DF176541		Make PETERBILT MOTORS CO		Year 2013	Model TRUCK
	Color WHI - WHITE		Body Style CB - CAB CHASSIS			Bus Use NOT A BUS
	Initial Contact Point 5--RIGHT REAR CORNER		Vehicle Damage			
	Extent Of Damage NO DAMAGE		NO DAMAGE			

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C19-15690

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

UNIT	VEHICLE	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR		
		What Driver Was Doing RIGHT TURN	Vehicle Factors NOT APPLICABLE		
UNIT	VEHICLE	Driver Prior Action Other			
		Driver Actions NO CONTRIBUTING ACTION			
UNIT	VEHICLE	Owner Name SHEBOYGAN CITY (920) 459-3333	Owner Address 823 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US		
		Sequence Of Events			
UNIT	VEHICLE	Event MOTOR VEH IN TRANSPORT			
		Event PARKED MOTOR VEHICLE			
		Event			
		Event			
UNIT	VEHICLE	Policy Holder			
		Insurance Company SELF-INSURED	Government SHEBOYGAN CITY		
UNIT	INDIVIDUAL	Individual			
		Driver KYLE JOE THOMAS (920) 980-1273	Citations Issued 0	Sex MALE	
			Date of Birth 10/09/1981	Race WHITE	
		Address 10 SOUTH ST PLYMOUTH, WI 53073 , US	Driver License Number T5205108136908 STATE: WISCONSIN COUNTRY: UNITED STATES		
UNIT	INDIVIDUAL	Safety Equipment			
		On Duty Crash	Safety Equipment		
		Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY	SHOULDER & LAP BELT		
		Helmet Use	Helmet Compliance		
UNIT	INDIVIDUAL	Eye Protection	Tint Compliance		
		Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED		
		Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED	
		Medical Transport NOT TRANSPORTED	EMS Agency Identifier	EMS Run #	
UNIT	INDIVIDUAL	Hospital	Date of Death	Time of Death	
		Distracted By			
		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)			
UNIT	INDIVIDUAL	Distracted By Action NOT DISTRACTED			

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C19-15690

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

UNIT INDIVIDUAL	<i>Non-Motorist</i> Striking Unit #		Location	
	Prior Action			
	Action			
	Action Other			
	To/From School			
	<i>Drug & Alcohol</i> Suspected Alcohol Use		Suspected Drug Use	
	NO		NO	
	Alcohol Test Given		Alcohol Test Type	Alcohol Test Results
	TEST NOT GIVEN			
	Drug Test Given		Drug Test Type	Drug Test Results
TEST NOT GIVEN				
Drug Type				
Individual Condition				
APPEARED NORMAL				
UNIT INDIVIDUAL	<i>Individual</i>			
	Passenger		Citations Issued	Sex
	JASON JAE BRILL (920) 287-4010		0	MALE
	Address		Date of Birth	Race
	310 S PERSHING ST SHEBOYGAN, WI 53083 , US		03/10/1992	WHITE
			Driver License Number	
			B6404309209009	
			STATE: WISCONSIN COUNTRY: UNITED STATES	
	<i>Safety Equipment</i> On Duty Crash		Safety Equipment	
	Seat Position		NOT APPLICABLE	
RIDING ON VEHICLE EXTERIOR (NON-TRAILIN				
Helmet Use		Helmet Compliance		
Eye Protection		Tint Compliance		
UNIT INDIVIDUAL	<i>Injury</i> Injury Severity		Airbag	
	NO APPARENT INJURY		NON DEPLOYED	
	Ejected	Ejection Path	Trapped/Extricated	
	NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED	
	Medical Transport		EMS Agency Identifier	EMS Run #
	NOT TRANSPORTED			
	Hospital		Date of Death	Time of Death
	<i>Distracted By</i> Distracted By Source			
	Distracted By Action			
<i>Non-Motorist</i> Striking Unit #		Location		

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C19-15690

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

UNIT	Prior Action		
	Action		
	Action Other		To/From School
	Drug & Alcohol	Suspected Alcohol Use NO	Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results
	Drug Type		
	Individual Condition		
	APPEARED NORMAL		

Unit Summary

UNIT	Unit Status LEGALLY PARKED		Vehicle Operating As Classification		Unit Type AUTOMOBILE	
	Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements	
	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit N/A	Total Lanes	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way ONE-WAY TRAFFIC		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck, Bus or HazMat NO					

UNIT	Vehicle				
	License Plate Number 720ANP		Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 3G5DA03E55S500281		Make BUICK	Year 2005	Model RENDEZVOUS
	Color BLU - BLUE		Body Style LL - CARRYALL		Bus Use NOT A BUS
	Initial Contact Point 3--RIGHT SIDE MIDDLE		Vehicle Damage 3--RIGHT SIDE MIDDLE		
	Extent Of Damage MINOR DAMAGE				
	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR		

G7L0DDT5LH
C19-15690

WISCONSIN MOTOR VEHICLE
CRASH REPORT

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

UNIT	02	VEHICLE	02	What Driver Was Doing LEGALLY PARKED	Vehicle Factors
			02	Driver Prior Action Other	NOT APPLICABLE
UNIT	04	03	01	Driver Actions NO CONTRIBUTING ACTION	
			02	Owner Name EUGENE O KOHLS (920) 452-3124	Owner Address 2030 N 28TH ST SHEBOYGAN, WI 53081 , US
			03	Sequence Of Events	
			04	Event MOTOR VEH IN TRANSPORT	
UNIT	04	03	01	Event PARKED MOTOR VEHICLE	
			02	Event	
			03	Event	
			04	Event	
UNIT	04	03	Policy Holder		
			04	Insurance Company MADISON-MUTUAL-INSURANCE-CO	Individual EUGENE KOHLS

Blasiolah
Azetah?
Jason - DPW

Jason, blasiola@sheboyganwi.gov

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

*** PRELIMINARY ESTIMATE ***

08/13/2019 01:56 PM

Owner

Owner: EUGENE KOHLS
Address: 2030 N. 28TH
City State Zip: Sheboygan, WI 53081

Work/Day: (920)452-3124
FAX:

Inspection

Inspection Date: 08/13/2019 01:56 PM
Primary Impact: Right Front Corner

Inspection Type:
Secondary Impact:

Appraiser Name: PATRICK KARBE
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: Sheboygan, WI 53081
Email: collisioncenter@sheboyganauto.com

Appraiser License # :
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com

Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:

Days To Repair: 4

Vehicle

OEM Part Price Quote ID: ****

2005 Buick Rendezvous CX 4 DR Wagon
6cyl Gasoline 3.4
4 Speed Automatic

Lic.Plate: 720ANR
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: STORM GREY
Ext. Refinish: Two-Stage
Ext. Paint Code: 391E

Lic State: WI
VIN: 3G5DA03E55S500281
Mileage: 73,349
Mileage Type: Actual
Code: S7103A
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

AM/FM CD Player
Bodyside Cladding
Cruise Control
Fog Lights

Air Conditioning
Bucket Seats
Dual Airbags
Garage Door Opener

Alarm System
Center Console
Fender Flares
Intermittent Wipers

Keyless Entry System
 OnStar System
 Power Door Locks
 Power Windows
 Rear Window Wiper/Washer
 Tachometer
 Tinted Glass

Leather Steering Wheel
 Overhead Console
 Power Mirrors
 Privacy Glass
 Rem Trunk-L/Gate Release
 Theft Deterrent System
 Tutone Paint

Lighted Entry System
 Power Brakes
 Power Steering
 Rear Window Defroster
 Roof/Luggage Rack
 Tilt Steering Wheel
 Velour/Cloth Seats

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Stripes And Mouldings										
1	E	325	#	Mldg,Rocker Panel RT # = 02, 48	88952288 GM Part	\$859.20			0.2	SM
2	E	262	48	Cladding,Front Door RT	88951958 GM Part	\$627.53			0.5	SM
3	L	262		Cladding,Front Door RT	Refinish				1.2	RF
					1.0 Surface					
					0.2 Two-stage					
Front Bumper										
4	N	6		Front Bumper Cover R&I	Additional Labor				3.0	SM
5	I	6		Cover,Front Bumper	Repair				2.0*	SM
6	L	6	13	Cover,Front Bumper	Refinish				3.8	RF
					2.7 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
Wheels										
7	E	939	46	Wheel,Front RT >> N85//9597129	12490098 GM Part	\$218.95*			0.0*	SM
Front Doors										
8	E	230	46	Mirror,Outer R/C RT	15213868 GM Part	\$281.83			0.7	SM
Manual Entries										
9	L			Cover Car Exterior	Refinish	\$5.00*				SM
10	SB			Hazardous Waste	Sublet Repair	\$5.00*				RF*
11	SB			Wheel Balance	Sublet Repair	\$15.00*				SM
				>> RF						
12	L			Flex Additive	Refinish	\$6.00*				SM
13	SB			4Wheel Alignment	Sublet Repair	\$82.95*				SM
14	EC			All Season RF	Replace Economy	\$118.37*				SM
				>> FIRESTONE ALL SEASON 22560R17 #18364114						
				>> Tire Rack						
				>> South Bend IN (800) 445-0179						
14	Items									
			MC	Message						
			02	PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						
			48	PRINTABLE ALTERNATE PARTS COMPARE						

Estimate Total & Entries

Gross Parts	\$1,787.51
Other Parts	\$129.37
Paint & Materials	5.0 Hours @ \$40.00
	\$200.00

Parts & Material Total						\$2,116.88
Tax on Parts & Material					@ 5.500%	\$116.43
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$60.00	1.4	5.0	6.4		\$384.00
Mech/Elec (ME)	\$120.00					
Frame (FR)	\$75.00					
Refinish (RF)	\$60.00	5.0		5.0		\$300.00
Labor Total				11.4 Hours		\$684.00
Tax on Labor					@ 5.500%	\$37.62
Sublet Repairs						\$102.95
Tax on Sublet					@ 5.500%	\$5.68
Gross Total						\$3,063.54
Net Total						\$3,063.54 TOTAL LOSS

Alternate Parts Y/04/00/00/04/04 CUM 04/00/00/04/04 Zip Code: 53081 Default
 OEM Part Prices DT 08/13/2019 01:56 PM EstimateID 590615935408605184 QuoteID ****
 Recycled Parts NOT REQUESTED
 Rate Name Default

Audatex Estimating 8.0.643 ES 08/13/2019 02:10 PM REL 8.0.643 DT 04/01/2019 DB 08/01/2019
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1.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

Op Codes

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



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

*** PRELIMINARY ESTIMATE ***

08/12/2019 09:01 AM

Owner

Owner: GENE KOHLS
Address:

Work/Day: (920)452-3124

Inspection

Inspection Date: 08/12/2019 09:01 AM
Primary Impact: Right Front Side

Inspection Type:
Secondary Impact:

Repairer

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

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

Target Complete Date/Time:

Days To Repair: 5

Vehicle

OEM Part Price Quote ID: ****

2005 Buick Rendezvous CX 4 DR Wagon
6cyl Gasoline 3.4
4 Speed Automatic

Lic.Plate: 720-ANP
Lic Expire:
Veh Insp# :
Condition:
Ext. Color: BLUE
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 3G5DA03E55S500281
Mileage Type: Actual
Code: S7103A
Int. Color:
Int. Refinish: Two-Stage

Options

AM/FM CD Player
Bodyside Cladding
Cruise Control
Fog Lights
Keyless Entry System
OnStar System
Power Door Locks
Power Windows
Rear Window Wiper/Washer
Tachometer
Tinted Glass

Air Conditioning
Bucket Seats
Dual Airbags
Garage Door Opener
Leather Steering Wheel
Overhead Console
Power Mirrors
Privacy Glass
Rem Trunk-L/Gate Release
Theft Deterrent System
Tutone Paint

Alarm System
Center Console
Fender Flares
Intermittent Wipers
Lighted Entry System
Power Brakes
Power Steering
Rear Window Defroster
Roof/Luggage Rack
Tilt Steering Wheel
Velour/Cloth Seats

Damages

08/12/2019 09:17 AM

Page 1 of 3

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Strips And Mouldings										
1	E	325	02	Midg,Rocker Panel RT	88952288 GM Part	\$659.20			0.2	SM
2	L	325		Midg,Rocker Panel RT	Refinish 0.6 Surface				0.6	RF
3	E	262		Cladding,Front Door RT	88951958 GM Part	\$627.53			0.5	SM
4	L	262		Cladding,Front Door RT	Refinish 1.0 Surface 0.2 Two-stage				1.2	RF

Front Bumper										
5	N	6		Front Bumper Cover R&I	Additional Labor				3.0	SM
6	I	6		Cover,Front Bumper	Repair				1.5*	SM
7	L	6	13	Cover,Front Bumper	Refinish 2.7 Surface 0.6 Two-stage setup 0.5 Two-stage				3.8	RF

Wheels										
8	EC	558		Wheel,Front RT	Replace Economy	\$191.00*			0.2	SM

Front Suspension										
9	N	974		Suspension Align,Frt	Additional Labor				0.9*	ME

Front Doors										
10	EU	264		Mirror,Outer R/C RT	Replace Recycled	\$85.00*			0.7	SM
11	L	264		Mirror,Outer R/C RT	Refinish 0.5 Surface 0.1 Two-stage				0.6	RF

Manual Entries										
12	EC	M22		Tire-Right Front,Balance	Replace Economy	\$165.00*			0.3*	SM
13	SB			HAZARD. WSTE. REM.	Sublet Repair	\$3.00*				SM
14	L			FLEX ADDITIVE	Refinish	\$6.00*				RF
14	Items									

MC Message

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

Estimate Total & Entries

Gross Parts		\$1,286.73	
Other Parts		\$447.00	
Paint & Materials	6.2 Hours @ \$40.00	\$248.00	
Parts & Material Total			\$1,981.73
Tax on Parts & Material	@ 5.500%		\$109.00

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	1.9	4.5	6.4	\$398.80
Mech/Elec (ME)	\$80.00		0.9	0.9	\$72.00
Frame (FR)	\$72.00				
Refinish (RF)	\$62.00	6.2		6.2	\$384.40

Labor Total			13.5 Hours	\$853.20
Tax on Labor	@ 5.500%			\$46.93

Sublet Repairs		\$3.00	
Tax on Sublet	@ 5.500%	\$0.17	
Gross Total			\$2,994.03
Net Total			\$2,994.03

Alternate Parts Y/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host
OEM Part Prices DT 08/12/2019 09:01 AM EstimateID 590179194189851988 QuoteID ****
Rate Name Default

Audatex Estimating 8.0.642 Update 6 ES 08/12/2019 09:17 AM REL 8.0.642 Update 6 DT 07/01/2019 DB 08/08/2019
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1.4 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

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



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CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.C. 326-18-19 (R.O. 96-18-19) is a claim from Debra Zahner for alleged injuries from a trip and fall.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

REPORT DATE: October 11, 2019

MEETING DATE: October 28, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This is a claim for alleged injuries to Ms. Zahner when she fell on a raised sidewalk.

STAFF COMMENTS:

City staff has reviewed the claim and under the authorization by the Common Council Resolution No. 93-14-15, the City of Sheboygan has denied the claim.

ACTION REQUESTED:

Motion to recommend the Common Council receive R.C. 326-18-19 (R.O. 96-18-19) and file.

ATTACHMENTS:

- I. R.C. 326-18-19 (R.O. 96-18-19)

VI

5.22

R. C. No. 326 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 96-18-19 by City Clerk submitting a pending claim from Debra Zahner for alleged injuries when she fell on a raised sidewalk; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2019-2020

<u><i>Robert P. ...</i></u>	_____
<u><i>James A. ...</i></u>	_____
<u><i>[Signature]</i></u>	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.4.

R. O. No. 96 - 18 - 19. By CITY CLERK. August 6, 2018.

Submitting a pending claim from Debra Zahner for alleged injuries when she fell on a raised sidewalk.

~~Finance~~
Personnel
48,944 to Finance +
Personnel of new council

CITY CLERK

DATE RECEIVED

8-2-18

RECEIVED BY

MKC

CLAIM NO.

12-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

AUG 2'18 PM 4:15

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

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

- 1. Name of Claimant: DEBRA M ZAHNER
- 2. Home address of Claimant: 1124 MAIN AVE
- 3. Home phone number: (920) 457-0962
- 4. Business address and phone number of Claimant: SHEBOYGAN COUNTY CLERK OF COURTS
615 N 6th ST SHEBOYGAN WI 53081
- 5. When did damage or injury occur? (date, time of day) 5-23-2018 11:40 AM
- 6. Where did damage or injury occur? (give full description) SW CORNER OF N 6th & ONTARIO
- 7. How did damage or injury occur? (give full description) SIDEWALK IS RAISED
APPROX 2.3 INCHES, THOUGHT I WALKED OVER, BUT
GOT CAUGHT ON IT. FELL FORWARD INTO ROAD, TRIED TO
BRACE MY FALL WITH BOTH HANDS, LOST LEFT ARM/SHOULDER.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: N/A
 - (b) Claimant's statement of the basis of such liability: _____
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: SIDEWALK
 - (b) Claimant's statement of basis for such liability: RAISED SIDEWALK
CAUSED FALL.

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

INJURED LEFT ARM / SHOULDER.. HAVE BEEN DIAGNOSED WITH FROZEN SHOULDER (BECAUSE OF LACK OF USE FROM FALL)

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ ON GOING, NO BILLS YET

Other: (Specify below) \$ _____

TOTAL \$ _____

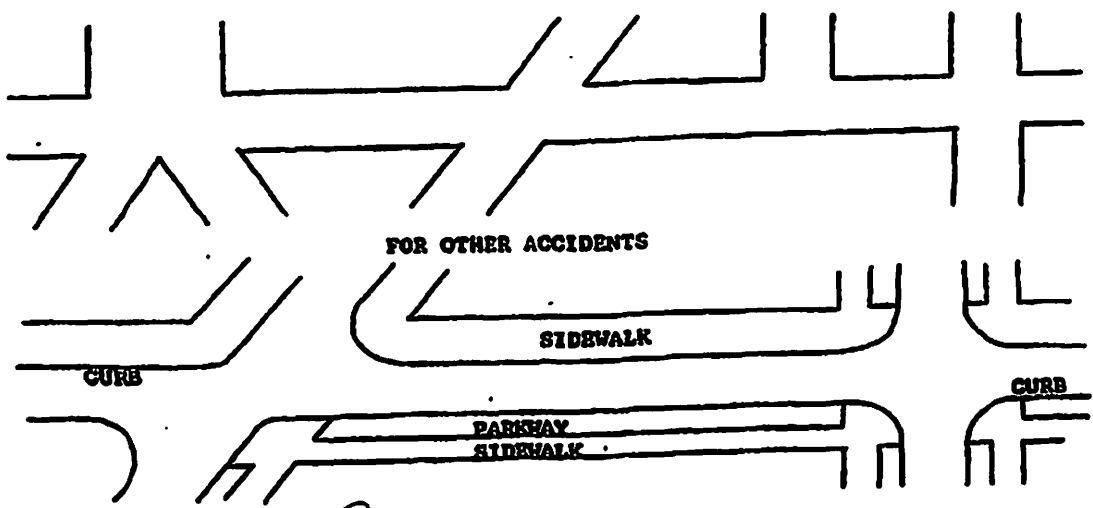
Damaged vehicle (if applicable) N/A

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Robert M. Zuber DATE 8-1-18

DATE RECEIVED 8-2-18

RECEIVED BY MKC

CLAIM NO. 12-18

CLAIM

Claimant's Name: DEBRA M ZAKNEK

Auto \$ _____

Claimant's Address: 1124 MAIN AVE

Property \$ _____

SHEBOYGAN WI 53083

Personal Injury \$ ON GOING

Claimant's Phone No. (920) 457-0962

Other (Specify below) \$ _____

TOTAL \$ _____

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ NO TOTAL... ON GOING

Would also like to be reimbursed for time away from work for all DR Appointments...

SIGNED Debra M Zaknek

DATE: 8-1-18

ADDRESS: 1124 MAIN AVE
SHEBOYGAN WI 53083

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

Claim #12-18

APR 4 '19 PM 4:13

Debra M Zahner
1124 Main Avenue
Sheboygan WI 53083
920-457-0962

April 3, 2019

Sheboygan City Clerk
828 Center Avenue
Sheboygan WI 53081

To Whom It May Concern:

This letter is to update you on the injury claim that I filed with the City of Sheboygan on August 2, 2018.

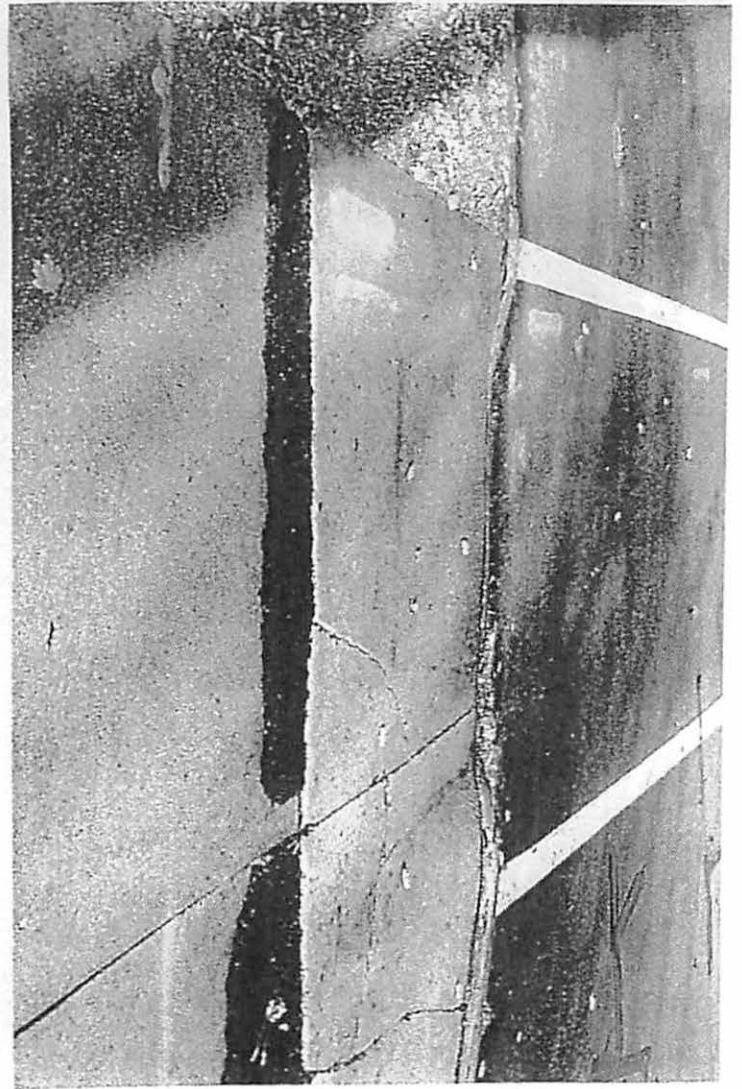
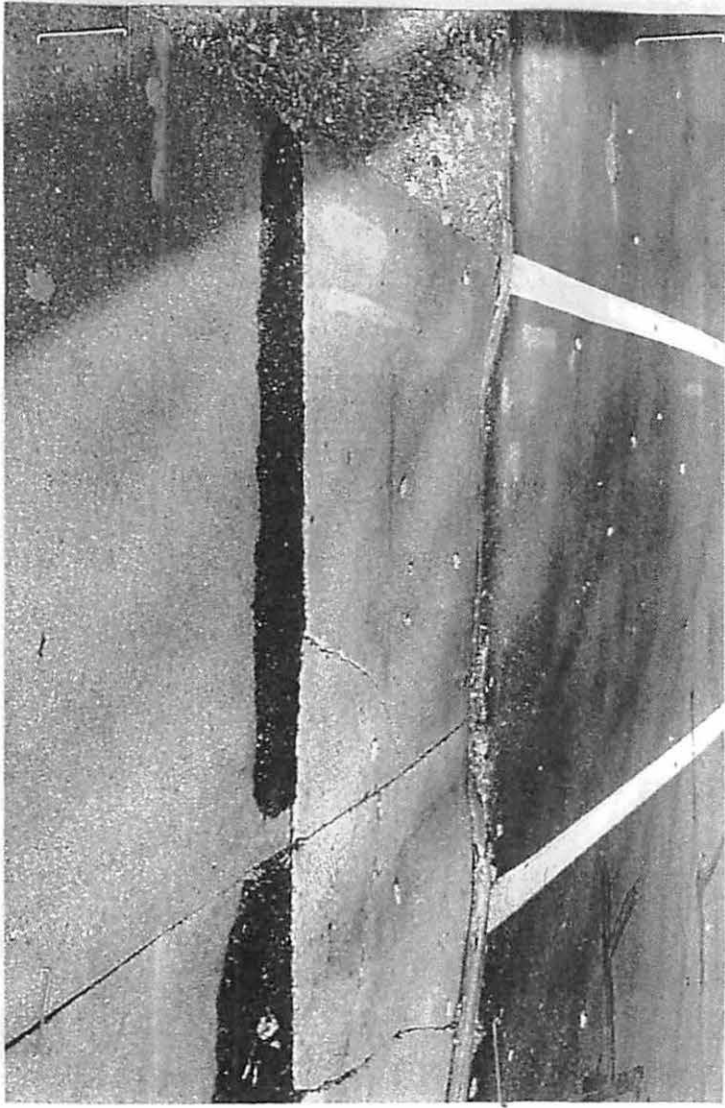
Attached is a copy of the original injury claim, itemized bill from Dirker Chiropractic LLC dated February 8, 2019, transcript of treatment received from Dr. Joe Dirker and a picture of the injury scene. This picture was taken after the repair work was done as a temporary fix. (A couple of days after I reported the injury)

The itemized bill from Dirker Chiropractic LLC states I had 24 appointments. I would like to be reimbursed for the mileage to and from those appointments, which totals 144 miles @ .51 mile. (Workman's comp mileage pay)

At this time, my treatment is done. I am asking for the City of Sheboygan to pay Dirker Chiropractic LLC directly the amount of \$3882.00. I am also requesting a check payable to Debra M Zahner in the amount of \$2073.44. \$73.44 for the mileage and also \$2000.00 for my compensation.

Thank you for your time. I look forward to hearing from you soon.


Debra M Zahner



CLAIM NO. _____

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

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AUG 2'18 PM 4:15

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- 7. How did damage or injury occur? (give full description) SIDEWALK IS RAISED
APPROX 2-3 INCHES, THOUGHT I WALKED OVER, BUT
GOT CAUGHT ON IT. FEEL FORWARD INTO ROAD, TRIED TO
BRACE MY FALL WITH BOTH HANDS, HURT LEFT ARM/SHOULDER.
- 8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____
- 9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: SIDEWALK
 - (b) Claimant's statement of basis for such liability: RAISED SIDEWALK
CAUSED FALL.

N/A

INJURED LEFT ARM/SHOULDER.. HAVE BEEN DIAGNOSED
WITH FROZEN SHOULDER (BECAUSE OF LACK OF USE FROM FALL)

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

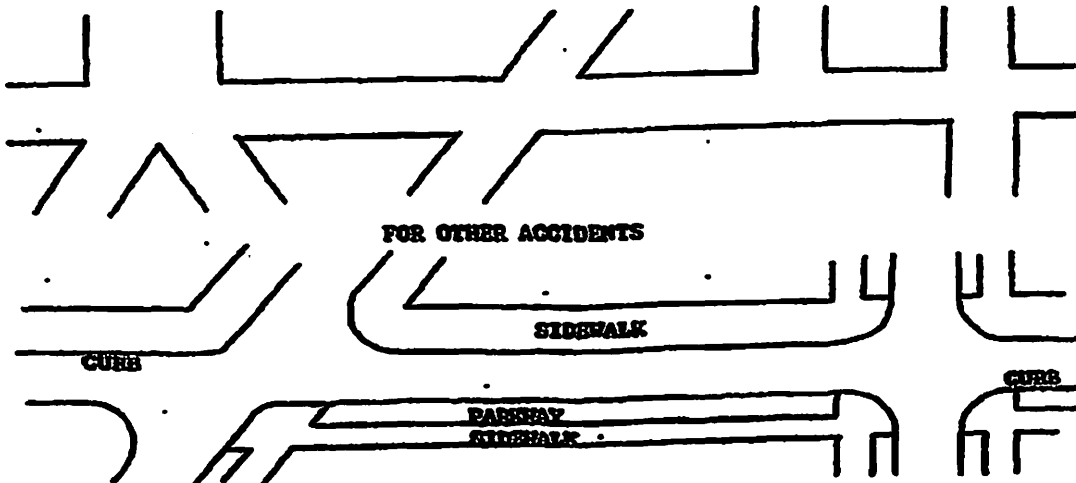
12. Damage estimate: (You are not bound by the amounts provided here.)

Auto: \$ _____
Property: \$ _____
Personal injury: \$ ON GOING, NO BILLS YET
Other: (Specify below) \$ _____
TOTAL \$ _____

Damaged vehicle (if applicable) N/A
Make: _____ Model: _____ Year: _____ Mileage: _____
Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Robert M Zeller DATE 8-1-18

CLAIM NO. _____

CLAIM

Claimant's Name: DEBRA M ZAKNEK

Auto \$ _____

Claimant's Address: 1124 MAIN AVE

Property \$ _____

SHEBOYGAN WI 53083

Personal Injury \$ ON GOING

Claimant's Phone No. (920) 457-0962

Other (Specify below) \$ _____

TOTAL \$ _____

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ NO TOTAL... ON GOING

Would also like to be reimbursed for time away from work for all DR Appointments...

SIGNED Debra M Zaknek

DATE: 8-1-12

ADDRESS: 1124 MAIN AVE

SHEBOYGAN WI 53083

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

Dirker Chiropractic LLC
 707 S Taylor Drive, Ste A
 Sheboygan, WI 53081-4766
 920-451-7000
 ID#: 770597814
 Joe A Dirker DC NPI#: 1356340418
 Friday February 8, 2019

Patient : Debra M Zahner #3549
 Itemized Statement: 07/25/2018 - 02/08/2019
 DOB : 05/01/1958
 Onset date : 05/23/2018

Mail to:
Debra M Zahner
 1124 Main Avenue
 Sheboygan, WI 53083

Insured Insurance Carrier (primary)

DOB:
 Policy#:

Current Diagnosis

Date	Description	Amount	Balance
07/25/18	Case Balance Forward		\$ 0.00
07/25/18	99213 25 Est. Patient Low Mod Re-exam with adj.	\$ 80.00	\$ 80.00
07/25/18	73030 Shoulder, minimal 2 views	\$ 70.00	\$ 150.00
07/25/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 203.00
07/25/18	98943 CMT Extrapinal	\$ 47.00	\$ 250.00
07/25/18	97010 Hot or Cold Packs	\$ 15.00	\$ 265.00
07/25/18	97014 Electrical Stimulation	\$ 33.00	\$ 298.00
07/25/18	S8948 Laser Therapy	\$ 35.00	\$ 333.00
07/25/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 378.00
07/25/18	A4556 Electrodes	\$ 15.00	\$ 393.00
07/30/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 446.00
07/30/18	98943 CMT Extrapinal	\$ 47.00	\$ 493.00
07/30/18	97010 Hot or Cold Packs	\$ 15.00	\$ 508.00
07/30/18	97014 Electrical Stimulation	\$ 33.00	\$ 541.00
07/30/18	S8948 Laser Therapy	\$ 35.00	\$ 576.00
07/30/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 621.00
08/01/18	97014 Electrical Stimulation	\$ 33.00	\$ 654.00
08/01/18	S8948 Laser Therapy	\$ 35.00	\$ 689.00
08/01/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 734.00
08/01/18	97010 Hot or Cold Packs	\$ 15.00	\$ 749.00
08/03/18	97010 Hot or Cold Packs	\$ 15.00	\$ 764.00
08/03/18	97014 Electrical Stimulation	\$ 33.00	\$ 797.00
08/03/18	S8948 Laser Therapy	\$ 35.00	\$ 832.00
08/03/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 877.00
08/06/18	97010 Hot or Cold Packs	\$ 15.00	\$ 892.00
08/06/18	97014 Electrical Stimulation	\$ 33.00	\$ 925.00
08/06/18	S8948 Laser Therapy	\$ 35.00	\$ 960.00
08/06/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 1005.00
08/08/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 1058.00
08/08/18	98943 CMT Extrapinal	\$ 47.00	\$ 1105.00
08/08/18	97010 Hot or Cold Packs	\$ 15.00	\$ 1120.00
08/08/18	97014 Electrical Stimulation	\$ 33.00	\$ 1153.00
08/08/18	S8948 Laser Therapy	\$ 35.00	\$ 1188.00
08/08/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 1233.00
08/10/18	97010 Hot or Cold Packs	\$ 15.00	\$ 1248.00
08/10/18	97014 Electrical Stimulation	\$ 33.00	\$ 1281.00
08/10/18	S8948 Laser Therapy	\$ 35.00	\$ 1316.00
08/10/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 1361.00
08/13/18	97010 Hot or Cold Packs	\$ 15.00	\$ 1376.00
08/13/18	97014 Electrical Stimulation	\$ 33.00	\$ 1409.00
08/13/18	S8948 Laser Therapy	\$ 35.00	\$ 1444.00
08/13/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 1489.00
08/15/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 1542.00
08/15/18	98943 CMT Extrapinal	\$ 47.00	\$ 1589.00

Date	Description	Amount	Balance
08/15/18	97010 Hot or Cold Packs	\$ 15.00	\$ 1604.00
08/15/18	97014 Electrical Stimulation	\$ 33.00	\$ 1637.00
08/15/18	S8948 Laser Therapy	\$ 35.00	\$ 1672.00
08/15/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 1717.00
08/17/18	97014 Electrical Stimulation	\$ 33.00	\$ 1750.00
08/17/18	S8948 Laser Therapy	\$ 35.00	\$ 1785.00
08/17/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 1830.00
08/20/18	97014 Electrical Stimulation	\$ 33.00	\$ 1863.00
08/20/18	S8948 Laser Therapy	\$ 35.00	\$ 1898.00
08/20/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 1943.00
08/22/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 1996.00
08/22/18	98943 CMT Extrapinal	\$ 47.00	\$ 2043.00
08/22/18	97010 Hot or Cold Packs	\$ 15.00	\$ 2058.00
08/22/18	97014 Electrical Stimulation	\$ 33.00	\$ 2091.00
08/22/18	S8948 Laser Therapy	\$ 35.00	\$ 2126.00
08/22/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 2171.00
08/24/18	97010 Hot or Cold Packs	\$ 15.00	\$ 2186.00
08/24/18	97014 Electrical Stimulation	\$ 33.00	\$ 2219.00
08/24/18	S8948 Laser Therapy	\$ 35.00	\$ 2254.00
08/24/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 2299.00
08/27/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 2352.00
08/27/18	98943 CMT Extrapinal	\$ 47.00	\$ 2399.00
08/27/18	97010 Hot or Cold Packs	\$ 15.00	\$ 2414.00
08/27/18	97014 Electrical Stimulation	\$ 33.00	\$ 2447.00
08/27/18	S8948 Laser Therapy	\$ 35.00	\$ 2482.00
08/27/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 2527.00
08/29/18	97010 Hot or Cold Packs	\$ 15.00	\$ 2542.00
08/29/18	97014 Electrical Stimulation	\$ 33.00	\$ 2575.00
08/29/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 2620.00
09/06/18	99213 25 Est Patient Low Mod Re-exam with adj.	\$ 80.00	\$ 2700.00
09/06/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 2753.00
09/06/18	98943 CMT Extrapinal	\$ 47.00	\$ 2800.00
09/06/18	97010 Hot or Cold Packs	\$ 15.00	\$ 2815.00
09/06/18	97014 Electrical Stimulation	\$ 33.00	\$ 2848.00
09/06/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 2893.00
09/12/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 2946.00
09/12/18	98943 CMT Extrapinal	\$ 47.00	\$ 2993.00
09/20/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 3046.00
09/20/18	98943 CMT Extrapinal	\$ 47.00	\$ 3093.00
09/26/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 3146.00
09/26/18	98943 CMT Extrapinal	\$ 47.00	\$ 3193.00
10/01/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 3246.00
10/01/18	98943 CMT Extrapinal	\$ 47.00	\$ 3293.00
10/01/18	97110 Exercise Rehabilitation	\$ 45.00	\$ 3338.00
10/01/18	99213 25 Est Patient Low Mod Re-exam with adj.	\$ 80.00	\$ 3418.00
10/17/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 3471.00
10/17/18	98943 CMT Extrapinal	\$ 47.00	\$ 3518.00
11/06/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 3571.00
11/06/18	98943 CMT Extrapinal	\$ 47.00	\$ 3618.00
12/10/18	99212 25 Est Patient Low Minor Re-exam with adj.	\$ 60.00	\$ 3678.00
12/10/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 3731.00
12/10/18	98943 CMT Extrapinal	\$ 47.00	\$ 3778.00
01/21/19	98940 One to Two Region Manipulation	\$ 55.00	\$ 3833.00
01/21/19	98943 CMT Extrapinal	\$ 49.00	\$ 3882.00

Total Sales Tax : \$ 0.00
 Total Late Charges : \$ 0.00
 Total Interest Charges : \$ 0.00
 Patients-Cash Rcvd : \$ 0.00
 Patients-Chks Rcvd : \$ 0.00
 Patients-Crdt Crd : \$ 0.00
 Payer Payments : \$ 0.00

Total Charges : \$ 3882.00
 Total Received : \$ 0.00
 Total Adjustment : \$ 0.00
 Balance (based on search) : \$ 3882.00

Current Account Totals:

Case Balance	Patient Balance	Past 30 days	Past 60 days	Past 90 days
3882.00	3882.00	0.00	0.00	3418.00

**Dirker Chiropractic LLC (TIN#: xx-xx97814)
707 S Taylor Drive, Ste A
Sheboygan, WI 53081-4766
920-451-7000
Today's date: February 22, 2019**

Patient: Debra M Zahner #3549 DOB: 05/01/1958

Wednesday July 25, 2018 Provider: Joe A Dirker DC

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Today was patient's first visit to rehab. Patient presented with frozen shoulder syndrome in the left shoulder. Started with wall walks in the flexion and abduction planes. She felt the muscles "pull" and stretch. Then progressed into frozen shoulder protocol. Patient had noticeable limited range of motion in the left shoulder during external and internal rotation while in flexion as well as standing flexion. Continue to push range of motion. ES. *Rehab Protocol* Shoulder ROM (See sheet for details), Custom Protocol (See sheet for details). 97110:Exercise Rehabilitation: 1 Unit 8 minutes.

Wednesday July 25, 2018 Provider: Joe A Dirker DC

PROTHETIC RIGHT HIP 3.28.16. Xray LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: Debra presents as an update today...she is having alot of left shoulder pain since a fall on 5-23-18. . *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* no change. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: moderate; level: 5/10. *Pain is frequent.* *Exacerbates symptoms:* sleeping; lifting and reaching. *Alleviates symptoms:* nothing.

Objective

Physical exam: Ht: 5' 5" Never smoker BP (left): 122/68.

Upper Extremity: *Left shoulder ROM (active):* flexion: 120/180 pain; extension: 15/40 pain; adduction: 25/30 pain; abduction: 78/180 pain; internal rotation: 75/80 with no pain; external rotation: 30/90 pain. *Left shoulder ROM (passive):* flexion: 120/180 pain; extension: 30/40 pain; adduction: WNL 30/30 pain; abduction: 90/180 pain; internal rotation: WNL 80/80 with no pain; external rotation: 40/90 pain. *Left shoulder manual muscle testing:* flexion: 5/5; extension: 4/5 pain; internal rotation: 5/5; external rotation: 5/5; abduction: 5/5; adduction: 4/5 pain. *Right shoulder ROM (active):* flexion: 165/180 with no pain; extension: WNL 40/40 with no pain; adduction: WNL 30/30 with no pain; abduction: 155/180 with no pain; internal rotation: 75/80 with no pain; external rotation: 45/90 with no pain. *Right shoulder manual muscle testing:* flexion: 5/5; extension: 5/5; internal rotation: 5/5; external rotation: 5/5; abduction: 5/5; adduction: 5/5. *Tightness:* left shoulder area: moderate. *Orthopedic tests of the shoulder:* left Apley's scratch test Positive; left Yergason test Negative; left

Encounter dated 07/25/2018 for Debra M Zahner #3549
DOB:05/01/1958 Today's date: 02/22/2019

supraspinatus Positive; left Speed's Negative. *Spinal subluxation level(s): C5, C6, C7. Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM.
Treatment schedule: 3x/week for 2 weeks. *Subluxations found on assessment and adjusted:* C5; C6; C7; GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Physical Modalities:* left shoulder Interferential Current (10 minutes); left shoulder cold therapy (10 minutes); left shoulder Laser (10 minutes).
Tests Performed Today SEMG, Extremity Xray(s), Exam. *Home care:* ice: left shoulder 2x day for 10 minutes.
Informed consent: Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care.

Monday July 30, 2018 Provider: Joe A Dirker DC

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Patient began with wall walks today in flexion and abduction. Flexion was easier for the patient. During abduction wall walks the patient was unable to fully abduct. She only did 3 reps of each today however once she reached her max range she held that position for 10 seconds. She then did 10 reps of pendulum swings today. We added a 5 pound hand weight and she tolerated these well. SE. *Rehab Protocol* Frozen Shoulder 1 (see sheet for details). 97110:Exercise Rehabilitation: 1 Unit 10 minutes.

Monday July 30, 2018 Provider: Joe A Dirker DC

PROTHETIC RIGHT HIP 3.28.16. *Xray* LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: Location: shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* no change. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: moderate; level: 5/10. *Pain is* frequent. *Exacerbates symptoms:* sleeping; lifting and reaching. *Alleviates symptoms:* nothing.

Objective

Upper Extremity: Tightness: left shoulder area: moderate. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM.
Treatment schedule: 3x/week for 2 weeks. *Subluxations found on assessment and adjusted:* C5; C6; C7;

GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Physical Modalities:* left shoulder Interferential Current (10 minutes); left shoulder cold therapy (10 minutes); left shoulder Laser (10 minutes). *Home care:* ice: left shoulder 2x day for 10 minutes. *Informed consent:* Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care.

Wednesday August 1, 2018 Provider: Joe A Dirker DC

Treatment & Plan

Upon completion of her exercises we performed muscle stimulation, ice, and laser to the left shoulder. SE. *Physical Modalities:* left shoulder muscle stimulation (10 minutes); left shoulder Laser (8 minutes); left shoulder cold therapy (10 minutes).

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Patient came in for therapy only today and was feeling about the same since her last visit. She mentioned that after her visit on Monday she was in a lot of pain on Tuesday. Today we worked on the pendulum swings with the 5 pound hand weight. She can tolerate 10 reps of these exercises. We added a cross body stretch today and she could only hold for 5 seconds before needing to release the stretch due to pain. She is not forcing the arm into this position, only pulling until a mild stretch is felt. She then did the apley stretch with a towel. Her ROM was still extremely limited but she was able to get a stretch for a few seconds. Upon completion her pain was slightly more increased. SE. *Rehab Protocol* Frozen Shoulder 1 (see sheet for details). 97110:Exercise Rehabilitation: 1 Unit 10 minutes.

Friday August 3, 2018 Provider: Joe A Dirker DC

Treatment & Plan

Per doctor's discussion patient came in for therapy only today. She is feeling better from her last visit. I performed interferential therapy for ten minutes with ice ten minutes and laser therapy at 7 joules eight minutes. BB. *Physical Modalities:* left shoulder muscle stimulation (10 minutes); left shoulder Laser (8 minutes); left shoulder cold therapy (10 minutes).

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Today patient said she was not as sore as last visit. Continued within protocol, focusing on range of motion. She was unable to fully abduct left arm and she could feel a pull. Left shoulder pulled the most during extensions. Internal and external rotation while abducted felt ok. Patient was able to complete one set of 10 for these movements with little soreness. Continue to progress. ES. *Rehab Protocol* Frozen Shoulder 2 (see sheet for details). 97110:Exercise Rehabilitation: 1 Unit 8 minutes.

Monday August 6, 2018 Provider: Joe A Dirker DC

Treatment & Plan

Per doctor's discussion, patient came in for therapy only today. She is feeling better from her last visit. I performed interferential therapy for ten minutes with ice and laser therapy at 7 joules. SE. *Physical Modalities:* left shoulder Laser (8 minutes); left shoulder cold therapy (10 minutes); left shoulder Interferential Current (10

minutes).

Monday August 6, 2018 Provider: Joe A Dirker DC

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Patient began with wall flexion stretch, doing five wall walks in flexion and abduction after. Patient felt a deep stretch with the wall and a lighter stretch with the chair and table. In between wall flexion and table flexion patient did one set of 10 scapular retractions in external rotation. Patient had pain getting into position and was unable to lower left arm five degrees during exercise. ES. *Rehab Protocol* Frozen Shoulder 2 (see sheet for details).
97110:Exercise Rehabilitation: 1 Unit 10 minutes.

Wednesday August 8, 2018 Provider: Joe A Dirker DC

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Patient began with wall walks in both flexion and abduction then continued with wall flexion stretch. She did not have as much pain and had better range of motion for flexion today. Continued with flexion stretches and the scapular retractions while in external rotation. Patient had pain getting into position and was unable to lower left arm five degrees during exercise. She then completed three sets of external rotation stretching using the wall to work on external range of motion. She could feel a stretch here and was able to comfortably be in the position and was not as frustrated. ES. *Rehab Protocol* Shoulder Stretching (See sheet for details), Frozen Shoulder 2 (see sheet for details). 97110:Exercise Rehabilitation: 1 Unit 8 minutes.

Wednesday August 8, 2018 Provider: Joe A Dirker DC

PROTHETIC RIGHT HIP 3.28.16. *Xray* LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: Some ROM is changing for the better. *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* no change. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: moderate; level: 5/10. *Pain is frequent.* *Exacerbates symptoms:* sleeping; lifting and reaching. *Alleviates symptoms:* nothing.

Objective

Upper Extremity: *Tightness:* left shoulder area: moderate. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM.
Treatment schedule: 3x/week for 2 weeks. *Subluxations found on assessment and adjusted:* C5; C6; C7;

GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Physical Modalities*: left shoulder Interferential Current (10 minutes); left shoulder cold therapy (10 minutes); left shoulder Laser (10 minutes). *Home care*: ice: left shoulder 2x day for 10 minutes. *Informed consent*: Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care.

Friday August 10, 2018 Provider: Joe A Dirker DC

Treatment & Plan

Per doctor's discussion, patient came in for therapy only today. She is feeling the same from her last visit. I performed interferential therapy for ten minutes with ice and laser therapy at 7 joules. AR. *Physical Modalities*: left shoulder Laser (8 minutes); left shoulder cold therapy (10 minutes); left shoulder Interferential Current (10 minutes).

Friday August 10, 2018 Provider: Joe A Dirker DC

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Today in rehab patient stated she was feeling a bit better. She still has discomfort in the left shoulder with certain movements. We continued with shoulder ROM in each direction 10 times. In abduction she had noticeable shoulder hiking for compensating due to discomfort. We worked on relaxing the shoulders and letting the arms go through the motions. She was able to complete each movement. She then worked on stretching external rotation in two positions. When she elevated the shoulder to above 90 degrees she noted additional discomfort. We discussed the importance of containing ROM exercises daily to continue healing. Next session based on how she feels may start some strengthening. SK. *Rehab Protocol* Shoulder ROM (See sheet for details). 97110:Exercise Rehabilitation: 1 Unit 10 minutes.

Monday August 13, 2018 Provider: Joe A Dirker DC

Treatment & Plan

Per doctor's discussion patient came in for therapy only today. She is feeling a little better and can lift her arm a little higher than she could before. I performed interferential therapy with ice and laser therapy on her left shoulder at 7 joules. BB. *Physical Modalities*: left shoulder muscle stimulation (10 minutes); left shoulder Laser (8 minutes); left shoulder cold therapy (10 minutes).

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Patient was feeling about the same today after the weekend. She started with 10 pound weights doing 10 reps of pendulum swings. We then worked on yellow band internal and external rotation with elbow isolated on her hip. She tends to extend the elbow instead of rotate at the shoulder. She then tried internal and external rotation in abduction and patient was unable to get into position without hiking the left shoulder. She ended with apley stretching of the left shoulder using a towel and was only able to hold for 5 seconds at a time due to pain. SE. *Rehab Protocol* Custom Protocol (See sheet for details). 97110:Exercise Rehabilitation: 1 Unit 10 minutes.

Wednesday August 15, 2018 Provider: Joe A Dirker DC

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Tried stretches today either on a wall or using a ball to help force the patient into a proper stretching position without hiking her shoulder. Patient still has a high amount of pain and discomfort while performing her stretches. She is noticing at home that the flexion wall walks and flexion motion in general are getting easier. Abduction is still very difficult. Stretches today were held for 10 seconds and done 3 times each. She ended with apley towel stretch and the pain started at her shoulder and pull all the way down to her elbow. SE. *Rehab Protocol* Custom Protocol (See sheet for details). 97110:Exercise Rehabilitation: 1 Unit 10 minutes.

Wednesday August 15, 2018 Provider: Joe A Dirker DC

PROTHETIC RIGHT HIP 3.28.16. *Xray* LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* no change. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: moderate; level: 5/10. *Pain is frequent.* *Exacerbates symptoms:* sleeping; lifting and reaching. *Alleviates symptoms:* nothing.

Objective

Upper Extremity: *Tightness:* left shoulder area: moderate. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM. *Treatment schedule:* 3x/week for 2 weeks. *Subluxations found on assessment and adjusted:* C5; C6; C7; GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Physical Modalities:* left shoulder Interferential Current (10 minutes); left shoulder cold therapy (10 minutes); left shoulder Laser (10 minutes). *Home care:* ice: left shoulder 2x day for 10 minutes. *Informed consent:* Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care.

Friday August 17, 2018 Provider: Joe A Dirker DC

Treatment & Plan

Per doctor's discussion, patient came in for therapy only today. She is feeling better from her previous visit. I performed interferential therapy for ten minutes and laser therapy at 7 joules on the left shoulder. BB. *Physical Modalities:* left shoulder muscle stimulation (10 minutes); left shoulder Laser (8 minutes).

Friday August 17, 2018 Provider: Joe A Dirker DC

**Encounter dated 08/17/2018 for Debra M Zahner #3549
DOB:05/01/1958 Today's date: 02/22/2019**

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Today worked on range of motion with the shoulder to see improvements in the range of motion and which motions still cause pain. Patient had a slight dull pain while doing abduction exercises near 90 degrees, and hiked the shoulder up for the rest of the range. Reminded her to try and relax the shoulders for exercises. She also felt a pain while going into extension. Overall the patient's range of motion has improved and she is having less pain. Patient was able to complete one set of 10 repetitions of all exercises finishing with five wall walks both in flexion and abduction. At next visit isometric strengthening with the yellow theraball should be started. ES . *Rehab Protocol* Shoulder ROM (See sheet for details). 97110:Exercise Rehabilitation: 1 Unit 10 minutes.

Monday August 20, 2018 Provider: Joe A Dirker DC

Treatment & Plan

Per doctor's discussion, patient came in for therapy only today. She is feeling about the same since her previous visit. I performed interferential therapy for ten minutes and laser therapy at 7 joules on the left shoulder. BB. *Physical Modalities:* left shoulder muscle stimulation (10 minutes); left shoulder Laser (8 minutes).

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Today worked on shoulder isometrics using the yellow theraball to strengthen the shoulder with light resistance. She warmed up with five wall walks in the flexion and abduction planes of motion. Patient had a slight pull while doing the abduction exercise. Flexion, extension, and adduction did not cause this pull. To finish the session today patient did the external rotation stretch, holding the stretch for 10 seconds and repeated three times. Patient feels a big stretch and pull during this stretch. Continue with isometric strengthening at next visit. ES . *Rehab Protocol* Shoulder Isometrics (See sheet for details), Custom Protocol (See sheet for details). 97110:Exercise Rehabilitation: 1 Unit 10 minutes.

Wednesday August 22, 2018 Provider: Joe A Dirker DC

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Today worked on shoulder isometrics using the yellow theraball to strengthen the shoulder with light resistance. She was able to perform 10 reps of the same exercises from last visit and today we worked on internal and external rotation isometrics as well. Patient is getting better at not moving her body during the exercises. We ended with 5 reps of the towel stretch. There is still a significant amount of pain while performing this stretch. SE. *Rehab Protocol* Shoulder Isometrics (See sheet for details), Custom Protocol (See sheet for details). 97110:Exercise Rehabilitation: 1 Unit 10 minutes.

Wednesday August 22, 2018 Provider: Joe A Dirker DC

PROTHETIC RIGHT HIP 3.28.16. *Xray* LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* slightly better. *Pain quality:* achy, burning, dull, stiff, sore, sharp

**Encounter dated 08/22/2018 for Debra M Zahner #3549
DOB:05/01/1958 Today's date: 02/22/2019**

with movement; described as: moderate; level: 4/10. *Pain is frequent. Exacerbates symptoms: sleeping; lifting and reaching. Alleviates symptoms: nothing.*

Objective

Upper Extremity: *Tightness:* left shoulder area: moderate. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM. *Treatment schedule:* 3x/week for 2 weeks. *Subluxations found on assessment and adjusted:* C5; C6; C7; GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Physical Modalities:* left shoulder Interferential Current (10 minutes); left shoulder cold therapy (10 minutes); left shoulder Laser (10 minutes). *Home care:* ice: left shoulder 2x day for 10 minutes. *Informed consent:* Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care.

Friday August 24, 2018 Provider: Joe A Dirker DC

Treatment & Plan

Per doctor's discussion, patient came in for therapy only today. She is feeling better from her previous visit. I performed interferential therapy for ten minutes with ice, and laser therapy at 7 joules on the left shoulder. ES. *Physical Modalities:* left shoulder muscle stimulation (10 minutes); left shoulder Laser (8 minutes); left shoulder cold therapy (10 minutes).

Friday August 24, 2018 Provider: Joe A Dirker DC

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Today worked on shoulder isometrics using the yellow theraball to strengthen the shoulder with light resistance. Patient warmed up with flexion and abduction wall walks using the left arm. She was able to perform 10 reps of all exercises today focusing on external and internal rotation as well as the horizontal abduction and adduction. To finish today's visit she did wall flexion and external rotation stretches holding each for 15 seconds. Patient is feeling better than the last visit, she had better range of motion for wall walks in both planes of motion. She felt a pull in her left shoulder during horizontal abduction and adduction exercises. Patient felt a significant stretch during the flexion and external rotation stretches. She should continue exercises and stretches at home. ES. *Rehab Protocol* Shoulder Isometrics (See sheet for details), Custom Protocol (See sheet for details), Frozen Shoulder 2 (see sheet for details). 97110:Exercise Rehabilitation: 1 Unit 10 minutes.

Monday August 27, 2018 Provider: Joe A Dirker DC

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Today worked

on scapular flexibility. These exercises really challenged the patient's shoulder range of motion and strength. She noted that the cat/cow stretch, row, and thoracic mobilization exercises were the most uncomfortable, however she was able to perform them. Patient felt a slight pull with the upper thoracic stretch and the neck retractions. She should continue with exercises at home. ES. *Rehab Protocol Scapular Flexibility #1* (see sheet for details). 97110:Exercise Rehabilitation: 1 Unit 10 minutes.

Monday August 27, 2018 Provider: Joe A Dirker DC

PROTHETIC RIGHT HIP 3.28.16. *Xray* LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* slightly better. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: moderate; level: 4/10. *Pain is frequent.* *Exacerbates symptoms:* sleeping; lifting and reaching. *Alleviates symptoms:* nothing.

Objective

Upper Extremity: *Tightness:* left shoulder area: moderate. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM. *Treatment schedule:* 3x/week for 2 weeks. *Subluxations found on assessment and adjusted:* C5; C6; C7; GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Physical Modalities:* left shoulder Interferential Current (10 minutes); left shoulder cold therapy (10 minutes); left shoulder Laser (10 minutes). *Home care:* ice: left shoulder 2x day for 10 minutes. *Informed consent:* Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care.

Wednesday August 29, 2018 Provider: Joe A Dirker DC

Treatment & Plan

Per doctor's discussion patient came in for therapy only today. She is feeling better from her previous visit. I performed interferential therapy for ten minutes with ice on the left shoulder. ES. *Physical Modalities:* left shoulder muscle stimulation (10 minutes); left shoulder cold therapy (10 minutes).

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *Notes* Today patient continued with scapular flexibility exercises. She felt a pull with the cat/cow stretch again. The upper limb neural tension stretches had a deep but good stretch. She was able to get better range of motion today to get into and out of stretches. She should continue exercises at home. ES. *Rehab Protocol Scapular Flexibility #2* (see sheet for details). 97110:Exercise Rehabilitation: 1 Unit 8 minutes.

Dirker Chiropractic LLC (TIN#: xx-xx97814)
707 S Taylor Drive, Ste A
Sheboygan, WI 53081-4766
920-451-7000

Today's date: February 22, 2019

Patient: Debra M Zahner #3549 DOB: 05/01/1958

Thursday September 6, 2018 Provider: Joe A Dirker DC RE-EXAM

PROTHETIC RIGHT HIP 3.28.16. *Xray* LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: Progress Exam today - see patient file for patient filled out reports. Overall she is reporting good progress. . *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* slightly better. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: mild; level: 2/10. *Pain is* intermittent. *Exacerbates symptoms:* lifting and reaching. *Alleviates symptoms:* chiropractic care.

Objective

Upper Extremity: *Tightness:* left shoulder area: moderate. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM. *Treatment schedule:* 1x/week for 4 weeks. *Subluxations found on assessment and adjusted:* C5; C6; C7; GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Physical Modalities:* left shoulder Interferential Current (10 minutes); left shoulder cold therapy (10 minutes). *Home care:* ice: left shoulder 2x day for 10 minutes. *Informed consent:* Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care.

Thursday September 6, 2018 Provider: Joe A Dirker DC

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *ROM Patient Value/Normal Value* Shoulder L Flexion: 94 180; Shoudler L Extension: 45 40; Shoulder L Internal Rotation: 30 80 Pain ; Shoulder L External Rotation: 44 90 Pain ; Shoulder L Abduction: 80 180; Shoulder L Adduction: 50 50 Horizontal. *Notes* Today started with measuring range of motion for the left shoulder. Continued to show scapular retractions to help strengthen, patient was able to do exercises without increase in pain or hiking the shoulders up. Today was the last day in rehab in office, however patient should continue to do range of motion exercises twice a day and strengthening exercises three times a week. Today we went through which exercises would be considered range of motion and which ones are strengthening. A tracking sheet was given to the patient to help organize exercises and help her make sure she is doing each exercise each week. ES. *Rehab*

Protocol Scap/Back Retraction without Bands . 97110:Exercise Rehabilitation: 1 Unit 10 minutes.

Wednesday September 12, 2018 Provider: Joe A Dirker DC

PROTHETIC RIGHT HIP 3.28.16. Xray LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* slightly better. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: mild; level: 2/10. *Pain is* intermittent. *Exacerbates symptoms:* lifting and reaching. *Alleviates symptoms:* chiropractic care.

Objective

Upper Extremity: *Tightness:* left shoulder area: moderate. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM. *Treatment schedule:* 1x/week for 4 weeks. *Subluxations found on assessment and adjusted:* C5; C6; C7; GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Home care:* ice: left shoulder 2x day for 10 minutes. *Informed consent:* Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care.

Thursday September 20, 2018 Provider: Joe A Dirker DC

PROTHETIC RIGHT HIP 3.28.16. Xray LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: RIGGED UP A PULLY SYSTEM TO STRETCH SHOULDER IN HER BASEMENT WHICH IS REALLY HELPING. *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* slightly better. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: mild; level: 2/10. *Pain is* intermittent. *Exacerbates symptoms:* lifting and reaching. *Alleviates symptoms:* chiropractic care.

Objective

Upper Extremity: *Tightness:* left shoulder area: moderate. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM.
Treatment schedule: 1x/week for 4 weeks. *Subluxations found on assessment and adjusted:* C5; C6; C7; GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Home care:* ice: left shoulder 2x day for 10 minutes. *Informed consent:* Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care.

Wednesday September 26, 2018 Provider: Joe A Dirker DC

PROTHETIC RIGHT HIP 3.28.16. *Xray* LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: RIGGED UP A PULLY SYSTEM TO STRETCH SHOULDER IN HER BASEMENT WHICH IS REALLY HELPING. *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* slightly better. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: mild; level: 2/10. *Pain is* intermittent. *Exacerbates symptoms:* lifting and reaching. *Alleviates symptoms:* chiropractic care.

Objective

Upper Extremity: *Tightness:* left shoulder area: moderate. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM.
Treatment schedule: 1x/week for 4 weeks. *Subluxations found on assessment and adjusted:* C5; C6; C7; GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Home care:* ice: left shoulder 2x day for 10 minutes. *Informed consent:* Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care.

Monday October 1, 2018 Provider: Joe A Dirker DC

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *ROM Patient Value/Normal Value* Shoulder L Flexion: 111 180; Shoudler L Extension: 47 40; Shoulder L Internal Rotation: 40 80 Pain ; Shoulder L External Rotation: 63 90 Pain ; Shoulder L Abduction: 90 180; Shoulder L Adduction: 50 50 Horizontal. *Notes* Today patient was brought to rehab for range of motion measurements for the left shoulder to compare to previous measurements. ES. 97110:Exercise Rehabilitation: 1 Unit 8 minutes.

Monday October 1, 2018 Provider: Joe A Dirker DC RE-EXAM

PROTHETIC RIGHT HIP 3.28.16. *Xray* LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: Progress exam today....see intake paperwork...overall her symptoms are very much under control...Shoulder ROM is still a work in progress but continue to gradually improve. . *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* slightly better. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: mild; level: 2/10. *Pain is* intermittent. *Exacerbates symptoms:* lifting and reaching. *Alleviates symptoms:* chiropractic care.

Objective

Physical exam: Ht: 5' 2" Wt: 208lbs. BMI: 38.0 Never smoker BP (left): 130/80.

Upper Extremity: *Tightness:* left shoulder area: moderate. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM.
Treatment schedule: 2x/month for 2 months. *Subluxations found on assessment and adjusted:* C5; C6; C7; GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Informed consent:* Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care. *Notes* Will continue to monitor at a less frequent interval....hoping her ROM continues to improve and return to almost normal in the next few months.

Wednesday October 17, 2018 Provider: Joe A Dirker DC

PROTHETIC RIGHT HIP 3.28.16. *Xray* LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* slightly better. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: mild; level: 2/10. *Pain is* intermittent. *Exacerbates symptoms:* lifting and reaching. *Alleviates symptoms:* chiropractic care.

Objective

Upper Extremity: *Tightness:* left shoulder area: moderate. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM.
Treatment schedule: 1x/month for 2 months. *Subluxations found on assessment and adjusted:* C5; C6; C7;

Encounter dated 10/17/2018 for Debra M Zahner #3549
DOB:05/01/1958 Today's date: 02/22/2019

GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Informed consent:*
Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care.

Tuesday November 6, 2018 Provider: Joe A Dirker DC

PROTHETIC RIGHT HIP 3.28.16. *Xray* LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* slightly better. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: mild; level: 2/10. *Pain is* intermittent. *Exacerbates symptoms:* lifting and reaching. *Alleviates symptoms:* chiropractic care.

Objective

Upper Extremity: *Tightness:* left shoulder area: moderate. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM.
Treatment schedule: 1x/month for 2 months. *Subluxations found on assessment and adjusted:* C5; C6; C7;
GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Informed consent:*
Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care.

Monday December 10, 2018 Provider: Joe A Dirker DC

Rehab Performed Therapeutic exercises to develop strength and endurance, range of motion and flexibility were performed with the patient. See exercise sheet for more details of patient's visit. (97110). *ROM Patient Value/Normal Value* Shoulder L Flexion: 142 180; Shoudler L Extension: 46 40; Shoulder L Internal Rotation: 109 180; Shoulder L External Rotation: 65 50 Horizontal; Shoudler R Abduction; Shoulder L Abduction: 61 80
Pain Slight pull ABD; Shoulder L Adduction: 63 90 ABD. 99212-25: Est. Prob Focused: 1 Unit.

Monday December 10, 2018 Provider: Joe A Dirker DC

PROTHETIC RIGHT HIP 3.28.16. *Xray* LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: Progress exam today....see intake paperwork...she is reporting 90% improvement. .
Location: shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none.
Changes in this condition: slightly better. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: mild; level: 2/10. *Pain is* occasional. *Alleviates symptoms:* chiropractic care.

Objective

Upper Extremity: *Tightness:* left shoulder area: mild. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, decrease muscle spasms, improve ADL, improve function, improve ROM. *Treatment schedule:* six weeks for 3 months. *Subluxations found on assessment and adjusted:* C5; C6; C7; GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Informed consent:* Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care. *Notes* Will continue to monitor at a less frequent interval...ROM is close and we want to keep her doing her exercises at home to maintain current ROM status and possibly get a little more yet. Thinking we will close her case either next visit in six weeks or the one after approximately 3 months from now.

Monday January 21, 2019 Provider: Joe A Dirker DC

PROSTHETIC RIGHT HIP 3.28.16. *Xray* LEFT SHOULDER 7.25.18 - Mild DJD observed.

Subjective

Upper Extremity: Deb and I have a lengthy conversation about her condition...we both agreed she is very close to pre-injury status. *Location:* shoulder: left. *Onset:* chronic. *Cause of symptoms:* accident - FALL. *History of prior pain:* none. *Changes in this condition:* slightly better. *Pain quality:* achy, burning, dull, stiff, sore, sharp with movement; described as: mild; level: 2/10. *Pain is* occasional. *Alleviates symptoms:* chiropractic care.

Objective

Upper Extremity: *Tightness:* left shoulder area: mild. *Spinal subluxation level(s):* C5, C6, C7. *Non-spinal subluxation level(s):* GlenoHumeral Joint: left.

Assessment

Diagnosis: M99.07, M75.82, M99.01. *Date of Onset* 5.23.18.

Treatment & Plan

Patient treated to: relieve pain, improve ADL, improve function, improve ROM. *Treatment schedule:* as needed. *Subluxations found on assessment and adjusted:* C5; C6; C7; GlenoHumeral Joint left (Activator). *Adjustment* See Subluxation List. *Informed consent:* Benefits/risks/alternatives discussed with patient, Patient had no questions, Patient agreed to begin care. *Notes* At the conclusion of her visit we both agreed that we are comfortable closing her case and that no further treatment is necessary or attributable to this injury date 5.23.18. Any further care would be considered unrelated to this case.

Abbreviations:
ROM: range of motion
ADL: activities of daily living
DJD: degenerative joint disease
WNL: within normal limits

**Encounter dated 01/21/2019 for Debra M Zahner #3549
DOB:05/01/1958 Today's date: 02/22/2019**



DIRKER CHIROPRACTIC, LLC
 707 South Taylor Drive
 Suite A
 Sheboygan, WI 53081

Personal Injury Questionnaire

Patient DEBRA M ZAHNER Phone: (920) 457-0962
 Address 1124 MAIN AVE City SHEBOYGAN State WI Zip 53083
 Age 60 Birthdate 5-1-1958 Sex F SSN 393-72-5986
 Employer's name: SHEBOYGAN COUNTY Occupation: ACCOUNTING SPECIALIST-
 CLERK OF COURTS OFFICE

Nature of Accident:

1. Date of accident: 5/23/18 Time of day: 11:40 (AM/PM)
2. Were you: Driver Passenger Front seat Back seat
3. Number of people in your vehicle: _____ Were you wearing seat belts? Yes No
4. What direction were you headed? North East South West
 Name of street: _____
5. What direction was the other vehicle headed? North East South West
 Name of street: _____
6. Were you struck from: Front Back Left side Right side
7. Approximate speed of your car: _____ MPH Other car: _____ MPH
8. Were you knocked unconscious? Yes No If yes, for how long? _____
9. Were you Surprised by impact Braced for impact
10. Were police notified? Yes No Citation issued? Yes No Unknown
11. In your own words please describe the accident: WALKIN NORTH ON N. 6th ST, CORNER (S/E)
 OF ONTARIO AVE, SIDEWALK RAISED APPROX 2-4 INCHES, I TRIPPED FALLING
 FREE FORWARD INTO THE ROAD. BRACED MY FALL W/ BOTH HANDS, FOLDED
 LEFT SHOULDER.
12. Where were you taken after the accident? WALKED BACK TO WORK (CONCRETEHOUSE)
13. Have you been treated by another doctor since the accident? Yes No If yes, please list doctor's name
 and address: _____
 What type of treatment did you receive? _____
14. Please check symptoms you have noticed since the accident:

<input type="checkbox"/> Headache	<input type="checkbox"/> Irritability	<input type="checkbox"/> Numbness in toes	<input type="checkbox"/> Face flushed	<input type="checkbox"/> Feet cold
<input type="checkbox"/> Neck pain	<input type="checkbox"/> Chest pain	<input type="checkbox"/> Shortness of breath	<input type="checkbox"/> Buzzing in ears	<input type="checkbox"/> Hands cold
<input type="checkbox"/> Neck stiff	<input type="checkbox"/> Dizziness	<input type="checkbox"/> Fatigue	<input type="checkbox"/> Loss of balance	<input type="checkbox"/> Stomach upset
<input checked="" type="checkbox"/> Sleeping problems	<input type="checkbox"/> Head heavy	<input type="checkbox"/> Depression	<input type="checkbox"/> Fainting	<input type="checkbox"/> Constipation
<input type="checkbox"/> Back pain	<input checked="" type="checkbox"/> Pins/Needles in arms	<input type="checkbox"/> Lights bother eyes	<input type="checkbox"/> Loss of smell	<input type="checkbox"/> Cold sweats
<input type="checkbox"/> Nervousness	<input type="checkbox"/> Pins/Needles in legs	<input type="checkbox"/> Loss of memory	<input type="checkbox"/> Loss of taste	<input type="checkbox"/> Fever
<input type="checkbox"/> Tension	<input type="checkbox"/> Numbness in fingers	<input type="checkbox"/> Ears ring	<input type="checkbox"/> Diarrhea	

 LEFT SHOULDER / UPPER ARM PAIN

15. Please describe how you felt:

- a. During the accident: SCARED
- b. Immediately after the accident: SHAKEN UP, PAIN IN LEFT ARM
- c. Later that day: GETTING STIFF / LEFT ARM
- d. The next day: VERY SORE

16. Since this injury occurred are your symptoms: Improving Getting worse Same

17. Have you lost time from work as a result of this accident? Yes No

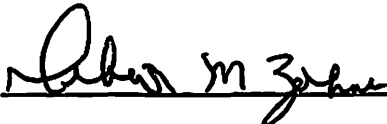
If yes, how much to date: JUST DR-DIKER APPTS

18. Have you ever been involved in an accident before? Yes No If yes, please describe: _____

19. Did you have any physical complaints before the accident? Yes No If yes, please describe in detail: _____

20. Do you have any congenital (from birth) factors which relate to this problem? Yes No If yes, please describe: _____

21. Any other pertinent information: _____

Signature: 

Date: 8-3-18

I

3.1

Com. No. 4 - 19 - 20. October 21, 2019.

Submitting a communication from Dolcye Johnson regarding computation of personnel costs related to operating the ambulance service.

Presented to the Common Council by the City Clerk.

Finances
Personnel

OCT 15 '19 AM 11:23

October 15, 2019

Alderman Felde, Alderman Wolff, Alderman Donohue, Alderman Ackley, Alderman Savaglio, Alderman Dekker, Alderman Phillips, Alderman Sorenson, Alderman Mitchell, Alderman Bohren

I am submitting the attached documents for your information and consideration. I follow the Council agendas and business rather closely and don't recall any attention to the subject of the documents that I am presenting. The issue of these documents is very much tied to the budget which you are considering at this time. I am not aware that there has been any change in the computation of personnel costs related to operating the ambulance service which was one of the four recommendations of the independent fire study and which would give the citizens a better idea of the cost of the service. Further, the Council should be concerned that your constituents are subsidizing 63% of the ambulance service for City and NON-CITY users. The City never paid a subsidy to Orange Cross.

A handwritten signature in black ink, appearing to read 'Dolcye Johnson', followed by a long horizontal line extending to the right.

Dolcye Johnson

1306 North 3rd Street

Sheboygan WI 5 3081

Monthly Budget and Forecast Report

Account Number		Account Desc	Budget	Actual	2018 YTD % Used
280	AMBULAN		0.00	0.00	0.00%
510110	FULL TIME SALARIES - REGULAR		269,565.00	274,787.03	101.94%
	<u>28022500 510110</u>	FT PAY	269,565.00	274,787.03	101.94%
510111	FULL TIME SALARIES - OVERTIME		5,400.00	7,631.82	141.33%
	<u>28022500 510111</u>	FT OT	5,400.00	7,631.82	141.33%
510310	FICA		0.00	0.00	0.00%
	<u>28022500 510310</u>	FICA	0.00	0.00	0.00%
510311	MEDICARE		4,086.00	3,904.75	95.57%
	<u>28022500 510311</u>	MEDICARE	4,086.00	3,904.75	95.57%
510320	WI RETIREMENT FUND		42,186.00	42,477.73	100.69%
	<u>28022500 510320</u>	WI RETIRE	42,186.00	42,477.73	100.69%
510340	HEALTH INSURANCE		72,924.00	65,528.78	89.86%
	<u>28022500 510340</u>	HEALTH INS	72,924.00	65,528.78	89.86%
510350	DENTAL INSURANCE		5,076.00	4,498.45	88.61%
	<u>28022500 510350</u>	DENTAL INS	5,076.00	4,498.45	88.61%
510360	LIFE INSURANCE		168.00	141.00	83.93%
	<u>28022500 510360</u>	LIFE INS	168.00	141.00	83.93%
510400	WORKERS COMPENSATION		2,856.00	2,856.00	100.00%
	<u>28022500 510400</u>	WORK COMP	2,856.00	2,856.00	100.00%
510410	UNEMPLOYMENT COMPENSATION		0.00	0.00	0.00%
	<u>28022500 510410</u>	UNEMPLOY	0.00	0.00	0.00%
510490	CLOTHING ALLOWANCE		0.00	0.00	0.00%
	<u>28022500 510490</u>	CLOTHING	0.00	0.00	0.00%
521900	CONTRACTED SERVICES		95,000.00	74,506.81	78.43%
	<u>28022500 521900</u>	CONTRACTED	95,000.00	74,506.81	78.43%
522110	VEHICLE MAINTENANCE		10,000.00	19,496.91	194.97%
	<u>28022500 522110</u>	VEHCLMAINT	10,000.00	19,496.91	194.97%
525125	MOBILE TELEPHONE		500.00	462.98	92.60%
	<u>28022500 525125</u>	MOBILEPHON	500.00	462.98	92.60%
526125	TRAINING & CONFERENCES		2,500.00	112.00	4.48%
	<u>28022500 526125</u>	TRAIN/CONF	2,500.00	112.00	4.48%
526130	TRAINING & EDUCATION		0.00	0.00	0.00%
	<u>28022500 526130</u>	TRAINING	0.00	0.00	0.00%
	<u>28022500 526130 29612</u>	TRAINING	0.00	0.00	0.00%
528150	VEHICLE RENTAL		106,456.00	0.00	0.00%

			106,456.00	0.00	0.00%
<u>28022500 528150</u>	VEHCLRENT		106,456.00	0.00	0.00%
530215 MEDICAL SUPPLIES			60,000.00	61,953.36	103.26%
			60,000.00	61,953.36	103.26%
<u>28022500 530215</u>	MEDCL SUPP		60,000.00	61,953.36	103.26%
530230 GASOLINE			15,000.00	17,523.16	116.82%
			15,000.00	17,523.16	116.82%
<u>28022500 530230</u>	GASOLINE		15,000.00	17,523.16	116.82%
530255 TOOLS & SMALL EQUIPMENT			1,500.00	93.00	6.20%
			1,500.00	93.00	6.20%
<u>28022500 530255</u>	TOOLS EQUI		1,500.00	93.00	6.20%
530256 SAFETY EQUIPMENT			1,500.00	768.30	51.20%
			1,500.00	768.30	51.20%
<u>28022500 530256</u>	SAFETY EQP		1,500.00	768.30	51.20%
530500 FIRE FIGHTING SUPPLIES & SMALL			0.00	0.00	0.00%
			0.00	0.00	0.00%
<u>28022500 530500</u>	FIRE FIGHT		0.00	0.00	0.00%
<u>28022500 530500 29612</u>	FIRE FIGHT		0.00	0.00	0.00%
540210 INSURANCE DEDUCTIBLE			0.00	0.00	0.00%
			0.00	0.00	0.00%
<u>28022500 540210</u>	INS DEDUCT		0.00	0.00	0.00%
540215 GEN. PUB. OFFICIALS & AUTO			2,000.00	2,077.59	103.90%
			2,000.00	2,077.59	103.90%
<u>28022500 540215</u>	GEN PUB OF		2,000.00	2,077.59	103.90%
590100 CONTRIBUTIONS			0.00	0.00	0.00%
			0.00	0.00	0.00%
<u>28022500 590100</u>	CONTRIBTN		0.00	0.00	0.00%
641100 VEHICLES			0.00	0.00	0.00%
			0.00	0.00	0.00%
<u>28022500 641100</u>	VEHICLES		0.00	0.00	0.00%
642200 IT EQUIPMENT			0.00	0.00	0.00%
			0.00	0.00	0.00%
<u>28022500 642200</u>	IT EQUIPME		0.00	0.00	0.00%
			0.00	0.00	0.00%
	Grand Total:		0.00	(269,246.15)	100.00%

All Financial Classes										
	Billable Incidents	Gross Charges	Adjustments	Net Charges	Collections	Write Off Amt	Balance Due	Avg Charge	Avg Miles	Avg Adjustment
2018	3310	\$3,286,548.00	\$1,553,763.87	\$1,732,784.13	\$1,226,052.86	\$239,851.12	\$266,880.15	\$992.91	5.50	\$469.42
Totals:	3310	\$3,286,548.00	\$1,553,763.87	\$1,732,784.13	\$1,226,052.86	\$239,851.12	\$266,880.15	\$992.91	5.50	\$469.42

|

Avg Net Charge	Avg Collection	Gross Col %	Net Col %	Paid %	Medicare		Medicaid		Commercial	
\$523.50	\$370.41	37.31%	70.76%	86.89%	1622	49.00%	826	24.95%	579	17.49%
\$523.50	\$370.41	37.31%	70.76%	86.89%	1622	49.00%	826	24.95%	579	17.49%

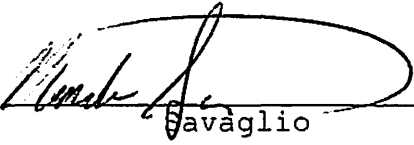
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3.2

Com. No. 5 - 19 - 20. October 21, 2019.

Submitting a communication from Hardik Khatri regarding Personal Property Tax for the Super 8.

Presented to the Common Council by Alderperson


Savaglio

Finance
Personnel

DeBruin, Meredith

From: Alderperson Markus Savaglio
Sent: Monday, October 7, 2019 6:17 PM
To: DeBruin, Meredith
Subject: Fwd: Personal Property Tax Issue

can you put this through council as an agenda item for finance?
Also, please give me the timeline of when this would be on the agenda for council, for finance, and back to council for a final vote so i can update the property owner.

Thank you!
Markus

Sent from my iPad

Begin forwarded message:

From: Sheboygan's Pride <sheboygansuper8@gmail.com>
Date: October 2, 2019 at 1:37:11 PM CDT
To: <markus.savaglio@sheboyganwi.gov>
Subject: Fwd: Personal Property Tax Issue

----- Forwarded message -----
From: Sheboygan's Pride <sheboygansuper8@gmail.com>
Date: Wed, Oct 2, 2019 at 1:12 PM
Subject: Personal Property Tax Issue
To: <marcus.savaglio@sheboyganwi.gov>

Mr. Savaglio,

Thank you for talking to me in regards to the Personal Property Tax matter for Super8. I have tried everything from my side to talk to the Title company and the realtor but came out empty handed.

As we discussed, I would like you to present my matter to the city and hopefully I will get some resolution from them. Below are the detail information in regards to my case. Please let me know if you need any further information.

Purchased property on March 31st, 2010.
Paid \$1087.44 for 276 days of 2010 personal property tax.
Always paid personal property tax on time since 2011 till today.
City never sent any type of bill or notice and said a word in regards to unpaid 2010 personal property taxes.
Now there is a lien on property for unpaid taxes with total over \$3,733.35 till 09/2019.

I went back to the title company and they basically put their hands up and said it was the previous owner who was supposed to disburse the money we paid. Title company never cut any checks and therefore I need to go to the previous owner with this matter. I contacted the seller's realtor and she informed me that the previous owner had died years ago and his company has been dissolved.

Thank you for helping me in this matter and hopefully the city will understand my dilemma.

Thanks,

**Hardik Khatri
785-787-0374.**

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 101-19-20 by Alderpersons Donohue and Bohren adopting the Citizen Participation Plan which is required when funds are acquired from the U.S. Department of Housing and Urban Development, Community Development Block Grant Program.

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

REPORT DATE: October 23, 2019

MEETING DATE: October 28, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The primary goal of the Citizen Participation Plan is to provide citizens, especially low and moderate income citizens of the community where Community Development Block Grant funded activities will take place an opportunity to participate in an advisory role in the planning, implementation, and assessment of the programs and projects. In 2018, HUD recommended cities update their plan based on recommendations provided by them. Since the city is starting the process to update the five year consolidated plan, it makes sense now to update the plan. The last time the plan was updated and adopted by the Common Council was 2008.

STAFF COMMENTS:

None

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 101-19-20 updating the Citizen Participation Plan which is required when funds are acquired from the U.S. Department of Housing and Urban Development, Community Development Block Grant Program.

ATTACHMENTS:

- I. Res. No. 96-19-20

III

5.1

Res. No. 101 - 19 - 20. By Alderpersons Donohue and Bohren.
October 21, 2019.

A RESOLUTION adopting a Citizen Participation Plan which is required when funds are acquired from the U.S. Department of Housing and Urban Development, Community Development Block Grant Program.

WHEREAS, the U.S. Department of Housing and Urban Development requires that recipients of Community Development Block Grant monies have in place a Citizen Participation Plan (CPP); and

WHEREAS, the CPP shall encourage citizen participation (especially by persons of low to moderate income), provide citizens reasonable and timely access to local meetings and information, provide for technical assistance, provide for public hearings, and provide for complaint procedures; and

WHEREAS, the City of Sheboygan has prepared and reviewed the CPP.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council officially adopts the CPP, a copy of which is attached hereto.

*Finances
Personnel*

William Norolan
James A. Bohren

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**City of Sheboygan
Community Development Block Grant Program**

Citizen Participation Plan

A. Background: Community Development Block Grant (CDBG) Program

The Community Development Block Grant (CDBG) program was established by Congress in 1974 with the passage of the Housing and Community Development Act. The program provides funding for three (3) broad goals:

- 1) Decent housing;
- 2) A suitable living environment; and
- 3) Economic opportunities

These three (3) broad goals are primarily oriented to serve the needs of low and moderate income persons living within the city.

The city receives a regular annual allocation of CDBG funds from the U.S. Department of Housing and Urban Development (HUD). The CDBG funds are managed through the Consolidated Planning process, which identifies housing and community development needs, and identifies strategies to meet those needs. The process encourages citizens to participate in the Consolidated Planning process as outlined below.

B. Introduction: Citizen Participation Plan

The Citizen Participation Plan serves as the foundation for developing stronger citizen relationships throughout the City of Sheboygan. The City supports and encourages participation of citizens, community groups, and other interested agencies in both the development and evaluation of programs and activities funded with CDBG and included in the Consolidated Plan. Increased citizen and community involvement is an important component of understanding the needs in the City and developing appropriate strategies to address those needs.

The City of Sheboygan has adopted this Citizen Participation Plan in compliance with Section 104 (a)(3) of the Housing and Community Development Act of 1974 as well as 24 CFR 91.105, the federal regulations governing public participation in the Consolidated Planning process.

Copies of the Citizen Participation Plan are available in the City Development Department and on the City website.

C. CDBG Policy and Administrative Oversight

The City of Sheboygan's Department of City Development will provide planning and administrative oversight of the CDBG funded activities. Policy oversights including, but not limited to, approval of all housing loans, economic development project participation, and other financial assistance.

D. Public Hearings

Two (2) public hearings will be held each Program Year to provide opportunities for public participation at different stages of the CDBG Program Year and planning process.

- 1) The Annual Action Plan – Needs Assessment Public Hearing is held to identify community development needs and programs. The city utilizes the feedback and comments from the public hearing in determining CDBG funding recommendations for the next year.
- 2) The Annual Action Plan – Adoption Public Hearing corresponds with the draft publication of the CDBG Annual Action Plan which outlines the proposed activities for the upcoming Program year. Following the hearing, the city will allow at least 30 days to receive citizen comments before submitting the Annual Action Plan to the U.S. Department of Housing and Urban Development.

Notices of public hearings are published in the local newspaper (Sheboygan Press), on the City of Sheboygan webpage, and various other media outlets.

E. Public Comment Periods

The Consolidated Annual Performance & Evaluation Report (CAPER) summarizes the activities undertaken the previous Program Year. A notice is published in the local newspaper notifying the public of the availability of the draft CAPER report and to provide comments which will be included in the submission of the final report. The city will allow at least 30 days to receive citizen comments from the date of publication of the Notice.

Notices of public comment periods are published in the local newspaper (Sheboygan Press), on the City of Sheboygan's web page, posted at a public area at City Hall, and various other media outlets.

F. Consolidated Plan-Public Hearing/Comment Period

Citizens are encouraged to participate in the public hearings and comment periods that occur as part of the development and adoption of the Five Year Consolidated Plan for the CDBG Program. The development of the Consolidated Plan includes identification of long-term housing and community development related strategies. The draft of the Consolidated Plan will be available on the City of Sheboygan web page and in hard copy at the Department of City Development.

The development and adoption of the Five Year Consolidated Plan will follow requirements of Section D. Public Hearings.

G. Accessibility

All city residents, namely persons of low-and-moderate income, persons with disabilities, persons with limited English-speaking ability and persons of racial minority are encouraged to contribute input regarding CDBG-funded activities. No person shall be excluded from participation in the City of Sheboygan CDBG programs on the grounds of race, color, national origin/ancestry, sex, sexual orientation, disability, gender identity, age, religion, marital status, familial status, lawful sources of income, or domestic abuse, sexual assault and stalking victims.

To encourage equal access in participation for persons with disabilities, all CDBG-related hearings and meetings are held at City Hall which is handicapped accessible. With advanced notice, the City will also provide interpreters for speaking and hearing impaired persons.

H. Access to Records & Technical Assistance

The Department of City Development shall provide citizens, agencies, and other interested parties with access to information and records related to the city's CDBG Program, including reports, policies, and CDBG funded activities for the last seven (7) years. A printed copy of the current Consolidated Plan, Annual Action Plan and CAPER will be available to the public in the Department of City Development, 828 Center Avenue, 2nd Floor, Sheboygan, WI 53081. Electronic versions of both reports will be available on the City's web page.

Staff shall provide technical assistance to organizations that serve low and moderate income persons in developing their CDBG subrecipient applications. In addition, an organization that receives CDBG funding will receive technical assistance in the implementation and reporting of their activity to insure compliance with HUD regulations.

All citizens and/or local agency representatives are encouraged to contact staff with questions about both program guidelines inquiries and general community developments in the City.

I. Amendments

The City will amend its approved Consolidated Plan whenever it makes one of the following decisions:

- To make a substantial amendment in allocation priorities or a substantial amendment to the method of distributing funds;
- To carry out an activity not previously described in the Action Plan, using funds from any program covered by the Consolidated Plan (including program income); or
- To substantially amend purpose, scope, location or beneficiary of an activity.
- To amend or revise the Citizen Participation Plan

Substantial amendment is defined as a change in a planned or actual activity proposed after the official adoption of the Consolidated Plan/Annual Action Plan that affects 10% or more of the City's current annual allocation of CDBG funds. Substantial amendments to the approved Consolidated Plan must be authorized by the Common Council, and will be made public by postings and public notices in the newspaper. The city will receive and consider comments on the substantial amendment to the Consolidated Plan/Annual Action Plan for 30 days before implementing those amendments.

J. Anti-Displacement

It is the policy of the City of Sheboygan to minimize the displacement of individuals and businesses which may result from CDBG activities. In cases where displacement is absolutely necessary, relocation benefits will be paid in accord with the Uniform Relocation Act, other applicable federal regulations, and Chapter 32 of the Wisconsin State Statutes.

K. Objections to CDBG Documents

Citizens may provide comments regarding the Consolidated Plan, Annual Plan, substantial amendments, the Consolidated Annual Performance & Evaluation Report (CAPER) or other CDBG-related matter at any time during the Program Year. Comments must include identification of unmet requirements and relevant supporting data and will be considered on the following grounds:

- 1) Stated needs and objectives are inconsistent with available and reliable data
- 2) Stated projects are inappropriate for meeting needs and approved objectives

3) Consolidated Plan elements do not comply with federal regulations for the CDBG Program

Comments must be submitted by email or in written form to the Department of City Development, 828 Center Avenue, 2nd Floor, Sheboygan, WI 53081. Upon receipt, the Director of Planning and Development shall respond in writing, where practicable, within 15 days.

L. Complaints

Any participant of a specific CDBG funded activity or program may file a complaint in writing with the Director of Planning and Development within 30 days of the action that gave rise to the complaint. The complaint should include the basis for which the participant believes that an action is not in compliance with CDBG regulations and/or the City's CDBG Program policies and guidelines. The Director of Planning and Development shall respond, where practicable, within 15 days. Upon receiving the response of the Director of Planning and Development, the program participant may request the city to review the matter. The program participant must submit the request by email or in writing within 30 days of the date of the response and the matter will be brought before the city at the next available meeting.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R. O. No. 95-19-20 by Director of Planning and Development submitting the 2020 Business Improvement District (BID) Statement of Purpose, dated October 1, 2019, and the BID's 2020 operating budget.

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

REPORT DATE: October 22, 2019

MEETING DATE: October 28, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Per State Statute, the City collects assessments for buildings within the Business Improvement District (BID) for betterment of the downtown. Per State Statute, the BID is required to submit their annual Statement of Purpose to the City to be included in the yearly budget. On October 15, 2019, the BID Board of Directors approved a re-organization and approved the annual budget and authorized submittal to the Common Council for approval.

STAFF COMMENTS:

None at this time.

ACTION REQUESTED:

Motion to recommend the Common Council receive and adopt R.O. No. 95-19-20 submitting the 2020 Business Improvement District (BID) Statement of Purpose, dated October 1, 2019, and the BID's 2020 operating budget.

ATTACHMENT

- I. R.O. No. 95-19-20

II

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 95 - 19 - 20. By DIRECTOR OF PLANNING & DEVELOPMENT.
October 28, 2019.

Submitting the 2020 Business Improvement District (BID) Statement of Purpose, dated October 1, 2019, and the BID's 2020 Operating Budget.

*Finance +
Personnel*

Director of Planning & Development

BID STATEMENT OF PURPOSE (10/1/2019)

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

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

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

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

The BID funds will be used to recruit new businesses, promote the area, increase tourism, provide streetscape beautification and enhancement, and organize special events.

BID BENEFICIARIES

A coordinated program aimed at increasing tourism within the Harbor Centre benefits all businesses within the BID boundaries.

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

RETAILERS:

Money generated through the BID assessment is used to develop programs to enhance the business climate in the Harbor Centre.

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

A business recruitment campaign helps by bringing in new businesses that will complement existing retail uses. These new businesses will also generate increased traffic.

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

Service providers also benefit from the business recruitment program as new, compatible retailers and service providers are attached to the Harbor Centre. These new businesses represent potential new customers and clients.

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

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

PROPERTY OWNERS: Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. The property owner who has vacant property benefits from the business recruitment program as well, since it provides an opportunity to fill vacant space.

BID BOARD OF DIRECTORS

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

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

Board members should be representative of different areas within the district, as well as large and small businesses. In addition, the Board may choose to have non-voting members representing co-beneficial partner organizations such as the Visit Sheboygan and Sheboygan County Economic Development Corporation.

BID GOALS AND OBJECTIVES

To continue promotion and development of the Business Improvement District, in 2020 the Board of Directors has decided to proceed without any paid professional staff and focus its activities as follows:

- 1- **OPERATIONS.** Rather than maintain its own website, the Board will work with the City of Sheboygan and other partners such as Visit Sheboygan, Sheboygan County Chamber of Commerce and/or Sheboygan County Economic Development Corporation to incorporate a website/social media presence through these organizations existing and more robust websites. The Board will continue such other necessary administrative activities (e.g. year-end review, insurance, etc.) as are advisable and/or required for the operation of the BID.
- 2- **EVENTS/MARKETING.** The Board of Directors will look to contract with the City of Sheboygan for administrative services regarding the coordination of existing events in the Bid (e.g. Riverfest, Night Market, Restaurant Week, Pop-Up Shops) so that they continue to be valuable events held in the BID. The Board will also be responsible for other marketing of the businesses in the BID as deemed appropriate and work to support continued business development in the BID.
- 3- **MAJOR INVESTMENTS/ENHANCEMENTS.** The Board of Directors intends to focus the significant majority of the annual income into major investments/improvements/enhancements in the District. The Board will work with the City of Sheboygan to identify suggested projects for this major investment/enhancement focus and will then solicit feedback from the BID members to determine the projects to receive the majority of the annual income for implementation.

BID SPECIAL ASSESSMENT AND EXEMPTIONS

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

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

In addition, the following minimums and maximums will apply

- a.) BID fee would be a minimum of \$250.00
- b.) BID fee would be a maximum of \$8000.00

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

2020 BID OPERATING BUDGET

Jan - Dec 2020

Income	\$148,000.00
Expenses:	
Operations:	\$25,000.00
• Website Maintenance, Year End Review, Accounting, Insurance, Board Expenses	
Event/ Marketing Support:	\$25,000.00
• Events Coordinating, General Marketing and Business Promotions	
Miscellaneous	\$10,000.00
Major District Investments/ Enhancement	\$88,000.00
Total Expenses	<u>\$148,000.00</u>

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. 84-19-20 / October 7, 2019: Submitting, as a matter of record, a copy of the United States District Court, Eastern District of Wisconsin, Decision and Order Granting Defendant's Motion for Summary Judgment in the matter of Tyler Jones v. City of Sheboygan, Case No. 18-CV-709, which was issued on August 13, 2019, and became final on September 13, 2019

REPORT PREPARED BY: City Attorney Charles C. Adams

REPORT DATE: October 25, 2019

MEETING DATE: October 28, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

The plaintiff in this lawsuit (a terminated Public Works employee) alleged that he was a victim of race discrimination.

STAFF COMMENTS:

See attached Decision. The lawsuit has been dismissed.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file R.O. 84-19-20.

ATTACHMENTS:

- I. R.O. 84-19-20

II

5.2

R. O. No. 84 - 19 - 20. By CITY ATTORNEY. October 7, 2019.

Submitting, as a matter of record, a copy of the United States District Court, Eastern District of Wisconsin, Decision and Order Granting Defendant's Motion for Summary Judgment in the matter of Tyler Jones v. City of Sheboygan, Case No. 18-CV-709, which was issued on August 13, 2019, and became final on September 13, 2019.

City Attorney

Finances
Personnel

United States District Court
Eastern District of Wisconsin

JUDGMENT IN A CIVIL ACTION

TYLER JONES,

Plaintiff,

v.

Case No. 18-CV-709

CITY OF SHEBOYGAN,

Defendant.

Decision by Court. This action came for consideration before the Court. The issues have been considered and a decision has been rendered.

IT IS THEREFORE ORDERED that the City of Sheboygan's Motion for Summary Judgment (ECF No. 22) is **GRANTED** and this action is **DISMISSED**.

Date: August 13, 2019.

Stephen C. Dries, Clerk of Court
EASTERN DISTRICT OF WISCONSIN
(By) Deputy Clerk, s/Mary Murawski
Approved this 13th day of August, 2019.


WILLIAM E. DUFFIN
United States Magistrate Judge

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN

TYLER JONES,

Plaintiff,

v.

Case No. 18-CV-709

CITY OF SHEBOYGAN,

Defendant.

DECISION AND ORDER GRANTING DEFENDANT'S
MOTION FOR SUMMARY JUDGMENT

Plaintiff Tyler Jones was a maintenance worker for defendant City of Sheboygan. While driving a City of Sheboygan garbage truck, he collided with another City of Sheboygan garbage truck. As a result, he was fired. In this lawsuit, Jones alleges that he was the victim of race discrimination. The City of Sheboygan has moved for summary judgment. Briefing on the motion is complete and the matter is ready for resolution. All parties have consented to the jurisdiction of a magistrate judge.

BACKGROUND

Jones began his employment with the City of Sheboygan on March 20, 2017. His title was Maintenance Worker I. His job duties included collecting garbage and operating

garbage collection equipment. As an employee of the City of Sheboygan, Jones was given an Employee Handbook, which provided in relevant part that the “[f]ailure to follow safety requirements is a serious offense, subject to corrective action and/or further discipline, including termination of employment, for even the first offense (depending on the degree of the violation).” Jones was also given an Orientation Checklist for Sanitation Operators, which stated that, “[w]hen backing, go slow and use a spotter.”

In the weeks that followed his first day of employment, Jones was trained as part of a sanitation crew. The City generally uses two-man sanitation crews. One sanitation crew member drives the garbage truck for thirty minutes while the other member loads garbage and recycling onto the garbage truck. At the end of thirty minutes, the crew members switch places. This is repeated until the daily route has been completed. When the truck is full and when the daily route is complete, the crew members take the garbage truck to the Waste Management Transfer Station in Sheboygan Falls, Wisconsin (the “Transfer Station”) to empty it.

Part of the training Jones received was how to operate a garbage truck at the City’s Transfer Station. When the garbage truck arrives at the Transfer Station, it is driven forward onto a scale, a card specific to the garbage truck is swiped in a card reader, and the truck’s initial weight is taken. The driver of the garbage truck then pulls forward from the scale, positions the truck so it is in front of a building at the Transfer Station where garbage and recycling are dumped or “tipped,” and then backs up so that the garbage

side of the truck can be dumped into the Tipping Building. Once the garbage has been emptied, the driver drives the truck back to the scale, swipes another card in the card reader, and the truck is again weighed so that the weight of the garbage can be determined. After the garbage weight has been determined, the garbage truck pulls forward from the scale and then backs up so that the recycling side of the truck can be emptied into the Tipping Building. Once the recycling has been emptied, the members drive forward and continue on the daily route or return to the City's Municipal Services Building.

So as to be able to operate the City's garbage trucks, Jones received training on operating commercial vehicles and received his Commercial Driver's License in May 2017. Shortly thereafter, on June 8, 2017, Jones was assigned to work as one half of a two-man sanitation crew. When the garbage truck became full, Jones drove it to the Transfer Station to be weighed and emptied. After emptying the garbage side of the garbage truck into the Tipping Building, Jones pulled forward and attempted to back up onto the scale to determine the garbage weight. In doing so, he drove backward without a spotter, in one continuous motion at three to five miles per hour. The space directly behind the garbage truck is a blind spot in the truck's mirrors. However, the truck is equipped with a backup camera. When backing his garbage truck onto the scale, Jones's garbage truck collided with another City garbage truck, driven by James Gilliam, another City of Sheboygan employee. Gilliam's garbage truck was pulling onto the scale when Jones's

garbage truck was backing onto the scale. Gilliam's truck had come to a complete stop on the scale before Jones backed into it.

The rear step of Jones's garbage truck punctured the radiator of Gilliam's garbage truck, causing more than \$13,000 in damage to Gilliam's truck. The collision rendered Gilliam's garbage truck inoperable, and it needed to be towed. Bruce Matzdorf, the City's Department of Public Works' Streets and Sanitation Leadman, upon learning of the collision, went to the Transfer Station. Matzdorf took Jones, who is white, for a post-accident drug test. He did not take Gilliam, who is African-American, for a post-accident drug test. Both Jones and Gilliam gave the City written statements regarding the accident. The City obtained video of the accident from Waste Management's cameras. Sandra Rohrick, the City's Director of Human Resources and Labor Relations, spoke with Tom Ross, who was in Gilliam's garbage truck at the time of the collision, and Jason Brill, who was the other member of Jones's sanitation crew on June 8, 2017.

David Biebel, the City's Director of Public Works, Rohrick, and Jason Blasiola, the City's Streets and Sanitation Superintendent (collectively, "City Management"), reviewed the information gathered. City Management concluded that Jones violated work rules when he backed his vehicle without a spotter. City Management also concluded that Jones's inattentive driving was the cause of the accident. They also concluded that Gilliam could not have safely backed up in accordance with the City's work rules once he stopped. Because of the severity and avoidability of the accident, City

Management was no longer comfortable with Jones operating vehicles for the City. Because the Maintenance Worker I duties require, at least from time to time, operating large vehicles, City Management did not believe that reassigning Jones was a viable solution to its concerns. As a result, the City terminated Jones employment on June 20, 2017.

In this lawsuit Jones alleges that the City of Sheboygan discriminated against him on the basis of race and color when it terminated his employment. The City has moved for summary judgment.

SUMMARY JUDGMENT STANDARD

“The court shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law.” Fed. R. Civ. P. 56(a). A fact is “material” only if it “might affect the outcome of the suit” and a dispute is “genuine” only if a reasonable factfinder could return a verdict for the non-movant. *Anderson v. Liberty Lobby Inc.*, 477 U.S. 242, 248 (1986). In resolving a motion for summary judgment, the court is to “construe all evidence and draw all reasonable inferences from the evidence in” favor of the non-movant. *E.Y. v. United States*, 758 F.3d 861, 863 (7th Cir. 2014) (citing *Gil v. Reed*, 535 F.3d 551, 556 (7th Cir. 2008); *Del Raso v. United States*, 244 F.3d 567, 570 (7th Cir. 2001)). “The controlling question is whether a reasonable trier of fact could find in favor of the non-moving party on the

evidence submitted in support of and [in] opposition to the motion for summary judgment.” *White v. City of Chi.*, 829 F.3d 837, 841 (7th Cir. 2016).

ANALYSIS

The City contends that it had a legitimate reason for terminating Jones: because he caused a serious and avoidable accident. It contends that his race and color were not a factor in the City’s decision. Much of the City’s brief in support of its motion for summary judgment focuses on the allegations in Jones’s complaint, arguing that Jones “has not pled facts to suggest the City discriminates against whites” (ECF No. 23 at 23) and Jones “has not pled facts to show he was treated worse than similarly situated non-white employees” (*id.* at 25). But the sufficiency of the complaint is a matter for a motion to dismiss; at summary judgment the issue is whether the evidence establishes that there is no genuine dispute as to any material fact. Fed. R. Civ. P. 56(a). If there is not, then the City is entitled to summary judgment.

Title VII of the Civil Rights Act of 1964 makes it unlawful for an employer to “fail or refuse to hire or to discharge any individual...because of such individual’s race....” 42 U.S.C. § 2000e-2(a)(1). An employee may show illegal discrimination through direct proof or, in the absence of direct proof, an employee may make a case with sufficient indirect proof and, upon doing so, switch the burden to the employer. *Phelan v. City of Chicago*, 347 F.3d 679, 684 (7th Cir. 2003).

Jones does not offer any direct evidence of racial discrimination. Thus, the question is whether he has established a prima facie case of racial discrimination through indirect evidence.

The first test developed by the Supreme Court for showing employment discrimination through indirect proof was established in *McDonnell Douglas Corp. v. Green*, 411 U.S. 792, 802 (1973). Under *McDonnell Douglas*, the plaintiff must first demonstrate facts that build a prima facie case of discrimination by showing (1) that he belongs to a racial minority, (2) that he applied and was qualified for a job for which the employer was seeking applicants, (3) that, despite his qualifications, he was rejected, and (4) that, after his rejection, the position remained open and the employer continued to seek applicants from persons of complainant's qualifications. 411 U.S. at 802. Once a prima facie case is established, a presumption of discrimination is triggered. "The burden then must shift to the employer to articulate some legitimate, non-discriminatory reason" for its action. *McDonnell Douglas*, 411 U.S. at 802. If the employer does so, the burden shifts back to the plaintiff, who must present evidence that the stated reason is a "pretext," which in turn permits an inference of unlawful discrimination. *Id.* at 804.

The *McDonnell Douglas* test has been modified to apply to situations (like this one) in which a member of a majority group contends that he was subject to employment discrimination. To survive summary judgment, a member of a majority group must show: (1) "background circumstances exist to show an inference that the employer has

reason or inclination to discriminate invidiously against whites or evidence that there is something 'fishy' about the facts at hand"; (2) he was meeting his employer's legitimate performance expectations; (3) he suffered an adverse employment action; and (4) he was treated less favorably than similarly situated individuals who are not members of his protected class. *Formella v. Brennan*, 817 F.3d 503, 511 (7th Cir. 2016) (citing *Balance v. City of Springfield*, 424 F.3d 64, 617 (7th Cir. 2005)).

As the City points out in its reply brief (ECF No. 37 at 6-7), Jones makes no attempt to point to background circumstances that show an inference that the City had reason or inclination to discriminate invidiously against whites, nor does he point to evidence that there is something "fishy" about the facts at hand. *See Formella*, 817 F.3d at 511-12. Having failed to present any argument in his opposition to the City's motion for summary judgment regarding any background circumstances showing the City had a reason to discriminate against whites, or anything fishy about the facts of his case, Jones has waived any argument as to the first prong of a prima facie case of discrimination. *Id.*

Even ignoring the fact that Jones has not even made an attempt to prove the first prong of a prima facie case, there is no evidence that would support a finding that the City has reason or inclination to discriminate invidiously against whites or that there is something "fishy" about the facts at hand. Jones worked for the City for only three months. Since Gilliam is apparently "the City's only black employee" (ECF No. 30, ¶ 51), the person or persons who hired Jones were the same race as Jones (white), as were the

persons who fired him. Indeed, all City employees other than Gilliam are white. Jones points to absolutely nothing suggesting that the City, led by white employees, had a reason to discriminate against a white employee (Jones) that it had just hired. *See Phelan*, 347 F.3d at 685 (holding that where plaintiff was white, his superiors were white, and his replacement was white, plaintiff was unable to present the necessary “background circumstances” to believe his superiors were inclined to discriminate against white men).

Jones speculates that the City fired him rather than Gilliam because Gilliam “would have had an easier lawsuit against the City than Mr. Jones if Mr. Gilliam had been terminated.” (ECF No. 35 at 15.) Gilliam probably would have had an easier discrimination lawsuit had he been fired. But that certainly does not mean Jones suffered discrimination. Not only was Gilliam the City’s only black employee, but the evidence strongly supports the conclusion that Jones was significantly more at fault for the accident. If the City had fired its only black employee, citing an accident for which he was not at fault, but retained the recently-hired white employee who was at fault, there would be an obvious claim of discrimination. The evidence is that, shortly after getting his commercial driver’s license, Jones got into an accident that resulted in substantial damage to one of the City’s garbage trucks. So the City decided to let him go. Nothing about that termination decision looks “fishy.”

Nor does Jones make any attempt to show that he was meeting the City’s legitimate performance expectations, the second prong of a *prima facie* case of

discrimination. The accident occurred shortly after he began working for the City. He had just obtained his commercial driver's license. He had not worked for the City long enough to establish that he was meeting the City's expectations, which no doubt is why he makes no effort to argue that he was.

And while he argues that he was treated less favorably than Gilliam, the fourth prong of a prima facie case of discrimination, all Jones offers to show that he and Gilliam are similarly situated is that they were both employed by the City as Maintenance Worker I. "Similarly situated employees must be directly comparable to the plaintiff in all material respects." *Good v. University of Chicago Med. Ctr.*, 673 F.3d 670, 675 (7th Cir. 2012). The goal of the comparison analysis is to "eliminate other possible explanatory variables, such as differing roles, performance histories, or decision-making personnel, which helps isolate the critical independent variable'—discriminatory animus." *Id.* (quoting *Humphries v. CBOCS West, Inc.*, 474 F.3d 387, 405 (7th Cir. 2007), *aff'd*, 553 U.S. 442 (2008)). All Jones tells us about Gilliam is that he is African-American, performed the same job, under the same supervisor, and received the same training under Bruce Maztdirf. (ECF No. 35 at 16.) He says nothing about how long Gilliam had worked for the City at the time of the accident—an important fact given Jones's very brief time with the City. And although Jones references other "accidents" that Gilliam was involved in, he provides no details of when the accidents occurred, what happened, what (if any) damage was incurred, or what Gilliam's role in the accidents was. Without that information, the

reference to these other accidents is of no probative value whatsoever. In short, Jones has not established that he, as a brand new City employee, was similarly situated to Gilliam at the time of the accident.

Even if Jones had met his burden and established a prima facie case of discrimination, he cannot show that the City's reason for terminating his employment was pretextual. "Pretext requires more than showing that the decision was mistaken, ill considered or foolish[.]" *Ballance*, 424 F.3d at 617 (internal quotation marks omitted). The question is not whether the employer's stated reason was inaccurate or unfair, "but whether the employer honestly believed the reasons it has offered to explain the discharge." *Coleman v. Donahoe*, 667 F.3d 835, 852 (7th Cir. 2012) (quoting *O'Leary v. Accretive Health, Inc.*, 657 F.3d 625, 635 (7th Cir. 2011)). "[I]t is not 'the court's concern that an employer may be wrong about its employee's performance, or be too hard on its employee. Rather, the only question is whether the employer's proffered reason was pretextual, meaning that it was a lie.'" *Ineichen V. Ameritech*, 410 F.3d 956, 961 (7th Cir. 2005) (quoting *Ransom v. CSC Consulting, Inc.*, 217 F.3d 467, 471 (7th Cir. 2000)). To meet this burden, Jones must "identify such weaknesses, implausibilities, inconsistencies, or contradictions" in the City's asserted reason for his termination "that a reasonable person could find [it] unworthy of credence." *Coleman*, 667 F.3d at 852 (quoting *Bouhmedi v. Plastag Holdings, LLC*, 489 F.3d 781, 792 (7th Cir. 2007)).

Jones does not identify any weakness, implausibility, inconsistency or contradiction in the City's explanation for his termination such that a reasonable person could find the explanation unworthy of credence. All Jones offers in support of his position that he was not at fault is his own opinion. (See ECF No. 35 at 15 ("Mr. Jones did not think it would be reasonable to conclude that he was at fault for the accident and Mr. Gilliam was not."; "Mr. Jones felt he should not be responsible for any damages to Mr. Gilliam's garbage truck.")) He cites to no evidence upon which the jury could rely to conclude that the accident was not his fault. Even if he could, the issue is not whether the accident was his fault. The issue is whether the City believed the accident was Jones's fault. If it did, even if it was wrong, and if its belief that Jones caused the accident was the reason it fired him, there was no discrimination. Jones points to no evidence that the City is lying when it says that it concluded the accident was his fault, and that it fired him for that reason.

In short, the undisputed evidence is that, shortly after being hired, Jones backed his garbage truck into another stationary truck, causing significant damage. Notwithstanding the blind spots in the truck's mirrors, Jones should have been able to easily avoid the accident had he been paying attention to the backup camera and using a spotter as City policies required. The fact that the City fired Jones and not the black employee who was driving the truck Jones hit does not even hint of discrimination. Jones has not identified the existence of any genuine dispute of material fact that precludes the

entry of summary judgment for the City. For that reason, the City's motion will be granted.

IT IS THEREFORE ORDERED that the City of Sheboygan's Motion for Summary Judgment (ECF No. 22) is granted and this action is dismissed. The Clerk shall enter judgment accordingly.

Dated at Milwaukee, Wisconsin this 13th day of August, 2019.


WILLIAM E. DUFFIN
U.S. Magistrate Judge

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Benchmark measurements for Office of the City Administrator for the period commencing January 1, 2019 and ending September 30, 2019

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: October 14, 2019

MEETING DATE: October 28, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

This report includes the third quarter 2019 Benchmark measurements for the Office of the City Administrator reflecting the performance for the period commencing January 1, 2019 and ending September 30, 2019.

STAFF COMMENTS:

The following information indicates the Benchmark measurements established for the Office of the City Administrator relative to the calendar year 2019. These Benchmarks were created as a result of the 2017 – 2021 Strategic Plan, specifically providing support to the appropriate Focus Areas outlined within the Strategic Plan.

Measurements	2017 Actual	2018 YTD	2018 Actual	2019 YTD	2019 Goals
Effectiveness					
Resident satisfaction rating with service efficiency	87%	91%	91%	91%	80%
Resident satisfaction rating with communication	97%	87%	87%	91%	80%
Resident satisfaction rating with city performance	94%	95%	95%	98%	80%
GFOA Budget Award	Yes	Yes	Yes	Yes	Yes
ICMA CPM Award	Yes	Yes	Yes	Yes	Yes
GFOA PAFR Award	No	Yes	Yes	Yes	Yes
Number of Strategic Plan quarterly updates	2	2	2	2	4

ACTION REQUESTED:

For informational purposes only.

ATTACHMENTS:

None