

*****ATTACHMENTS*****

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 94-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute a Vacant Land Offer-to-Purchase with Habitat for Humanity Lakeside, Inc. with regard to two City-owned vacant lots (Lots 11 and 12) on the northwest corner of Erie Avenue and North 10th Street.

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

REPORT DATE: October 10, 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:

The Common Council previously approved a resolution to sell the two lots on the northwest corner of Erie Avenue and North 10th Street to Habitat for Humanity Lakeside, Inc. for \$10,000 per lot. After this time Habitat for Humanity informed the City that they are unable to pay \$20,000 for the two lots because of the elevated construction costs and the total price a new home costs when finished. The additional land price of \$10,000 per lot would affect the affordability of the homes in the end.

STAFF COMMENTS: Given that completion of this project is a critical step in the City's neighborhood revitalization strategy, city staff supports the transfer of these lots to Habitat for \$1 each. The City utilized federal block grant dollars to purchase the lots from the county and having additional affordable homes constructed on the parcels will assist the City in meeting its affordable housing goals.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 94-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute a Vacant Land Offer-to-Purchase with Habitat for Humanity Lakeside, Inc. with regard to two City-owned vacant lots (Lots 11 and 12) on the northwest corner of Erie Avenue and North 10th Street.

ATTACHMENTS:

- I. Res. No. 94-19-20

~~III~~

6.3

Res. No. 04 - 19 - 20. By Alderpersons Donohue and Bohren.
October 7, 2019.

A RESOLUTION authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with Habitat for Humanity Lakeside, Inc. with regard to two City-owned vacant lots (Lots 11 and 12) on the northwest corner of Erie Avenue and North 10th Street.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vacant Land Offer to Purchase between the City of Sheboygan and Habitat for Humanity Lakeside, Inc., in form substantially similar to the attached.

Finance +
Personnel

Mylynn Howland
[Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON October 4, 2019 [DATE] IS ~~(AGENT OF BUYER)~~
2 ~~(AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

3 ~~GENERAL PROVISIONS~~ The Buyer, Habitat for Humanity Lakeside, Inc.

4 _____, offers to purchase the Property
5 known as ~~(Street Address)~~ Lots 11 and 12 of CSM Vol. 29 at Pages 104-106 (Tax Parcel Nos. 59281204181 and 59281204191)
6 in the City of Sheboygan, County of Sheboygan, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: Two and 00/100
9 _____ Dollars (\$ 2.00).

10 ■ EARNEST MONEY of \$ 0 accompanies this Offer and earnest money of \$ _____
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.

13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: none

16 _____
17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19 _____

20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.

22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

24 ■ ZONING: Seller represents that the Property is zoned: residential

25 ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28 running from acceptance provide adequate time for both binding acceptance and performance.

29 BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before October 25, 2019. Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.

32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

33 OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): _____

41 Buyer's recipient for delivery (optional): _____

42 (2) Fax: fax transmission of the document or written notice to the following telephone number:

43 Seller: () _____ Buyer: () _____

44 (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: _____

50 Delivery address for Buyer: _____

51 (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): chad.pelishsk@sheboyganwi.gov

56 E-Mail address for Buyer (optional): lisamdarr@gmail.com

57 PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than October 31, 2019

71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and _____

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84 _____
85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
 124 occupied for farming or grazing purposes.

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

150 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of
 151 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary
 152 wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,
 153 Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later
 154 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed
 155 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.
 156 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,
 157 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on
 158 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
 159 be held in trust for the sole purpose of restoring the Property.

160 **DEFINITIONS**

161 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or
 162 written notice physically in the Party's possession, regardless of the method of delivery.

163 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are
 164 defined to include:

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

189 **IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**
190 **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written _____
191 _____ **[INSERT LOAN PROGRAM OR SOURCE]** first mortgage
192 loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an
193 amount of not less than \$_____ for a term of not less than _____ years, amortized over not less than _____ years.
194 Initial monthly payments of principal and interest shall not exceed \$_____. Monthly payments may
195 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
196 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination
197 fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount,
198 unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
199 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
200 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.**
201 **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
202 **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed _____ %. The initial interest
203 rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per
204 year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal
205 and interest may be adjusted to reflect interest changes.
206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.
208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.
216 **CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide
217 the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN**
218 **COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS**
219 **ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**
220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan
222 commitment.
223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.
230 ■ **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party
231 in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification,
232 sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering
233 written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing
234 contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands
235 and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an
236 appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.
237 **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised
238 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated
239 subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon
240 purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to
241 Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon
242 purchase price, accompanied by a written notice of termination.
243 **CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether
244 deadlines provide adequate time for performance.

245 DEFINITIONS CONTINUED FROM PAGE 3

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING:** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: construction of single-family
 307 residential housing

308
 309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
 310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within 3 days of acceptance, delivers
 311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
 312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
 313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
 315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
 316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
 318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
 319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
 320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
 322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
 323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
 324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
 325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
 326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**
 327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
 328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
 330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
 331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
 332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (~~Seller's~~) **STRIKE ONE** ("Buyer's" if
 334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
 335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
 336 proposed use: construction of single-family residential housing

337
 338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
 339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
 340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;
 341 gas _____; sewer _____; water _____;
 342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
 344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
 345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
 347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
 348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
 349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
 350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
 352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
 353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)
 354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
 355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
 356 if any, and:

357 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:
 358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
 359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
 360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
 361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
 362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
 363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
 364 Upon delivery of Buyer's notice, this Offer shall be null and void.

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except:

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by ~~warranty deed~~
419 ~~(or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as~~
420 ~~provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements~~
421 ~~entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use~~
422 ~~restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and~~
423 ~~in this Offer, general taxes levied in the year of closing and _____~~

424 _____
425 _____

426 _____

427 ~~which constitutes merchantable title for purposes of this transaction.~~ Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ ~~TITLE EVIDENCE:~~ Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ ~~GAP ENDORSEMENT:~~ Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) ~~STRIKE~~
433 ~~ONE~~ ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ ~~PROVISION OF MERCHANTABLE TITLE:~~ For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ ~~TITLE NOT ACCEPTABLE FOR CLOSING:~~ If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 ~~extinguish Seller's obligations to give merchantable title to Buyer.~~

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____

460 _____

461 _____

462 _____

463 _____

464 _____

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION:** Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage
369 information if material to Buyer's decision to purchase.

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the
375 Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special
376 disbursement agreement.

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

396 **DISTRIBUTION OF INFORMATION** Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the
397 Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as
398 defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple
399 listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information
400 and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers
401 researching comparable sales, market conditions and listings, upon inquiry.

402 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons
403 registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
404 <http://www.widocoffenders.org> or by telephone at (608) 240-5830.

465 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and
466 conditions of this Offer. A material failure to perform any obligation under this Offer is a default which may subject the
467 defaulting party to liability for damages or other legal remedies.

468 If **Buyer defaults**, Seller may:

469 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
470 (2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for
471 actual damages.

472 If **Seller defaults**, Buyer may:

473 (1) sue for specific performance; or
474 (2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

475 In addition, the Parties may seek any other remedies available in law or equity.

476 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
477 discretion of the courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution
478 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of
479 law those disputes covered by the arbitration agreement.

480 **NOTE: IF ACCEPTED, THIS OFFER CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD**
481 **READ THIS DOCUMENT CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS**
482 **OF THE OFFER BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL**
483 **RIGHTS UNDER THIS OFFER OR HOW TITLE SHOULD BE TAKEN AT CLOSING. AN ATTORNEY SHOULD BE**
484 **CONSULTED IF LEGAL ADVICE IS NEEDED.**

485 **ENTIRE CONTRACT** This Offer, including any amendments to it, contains the entire agreement of the Buyer and Seller
486 regarding the transaction. All prior negotiations and discussions have been merged into this Offer. This agreement binds and
487 inures to the benefit of the Parties to this Offer and their successors in interest.

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources.

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

515 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

518 **RIGHT TO CURE:** Seller (shall)(shall not) ~~STRIKE ONE~~ ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams

536 _____ on October 4, 2019

537 (x) _____
538 Buyer's Signature ▲ Print Name Here ► Habitat for Humanity Lakeside, Inc. Date ▲ _____

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ► _____ Date ▲ _____

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 _____ Broker (by) _____

543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
544 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
545 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
547 Seller's Signature ▲ Print Name Here ► Michael J. Vandersteen, Mayor Date ▲ _____

548 (x) _____
549 Seller's Signature ▲ Print Name Here ► Meredith DeBruin, City Clerk Date ▲ _____

550 This Offer was presented to Seller by [Licensee and Firm] _____

551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 95-19-20 by Alderpersons Donohue and Bohren authorizing the appropriate City official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

REPORT PREPARED BY: Marty Halverson, Director of Finance

REPORT DATE: October 11, 2019

MEETING DATE: October 14, 2019

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS: The Sheboygan county sales tax revenue sharing for transportation infrastructure maintenance, 2020 intergovernmental cooperative agreement for 2020 is increasing due to greater revenues than the previous year which was the original estimate.

STAFF COMMENTS: The City portion of the County Sales Tax revenues are increasing from \$411,000 in 2019 to \$450,671 for 2020.

ACTION REQUESTED: Motion to recommend the Common Council adopt Res. No. 95-19-20 authorizing the appropriate City official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance

ATTACHMENTS:

- I. Res. No. 95-19-20
- II. Sheboygan County Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance 2020 Intergovernmental Cooperative Agreement
- III. Form A – Superior Avenue
- IV. Form A – Geele Avenue
- V. Form A – Georgia Avenue

III

6.4

Res. No. 95 - 19 - 20. By Alderpersons Donohue and Bohren.
October 7, 2019.

A RESOLUTION authorizing the appropriate City official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and

WHEREAS, the Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and

WHEREAS, this year, because revenues are higher than anticipated, the County will distribute \$1.6 Million to local units of government, which includes \$405,671 to the City of Sheboygan during calendar year 2020; and

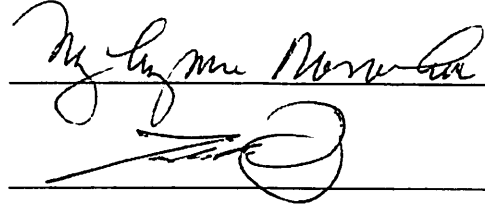
WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and

WHEREAS, it is in its best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is attached hereto, and agrees to be bound by its terms.

Finance
Personnel

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan and to take the action necessary to comply with the terms of the Agreement.



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

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2020 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

1. PARTIES. The parties to the Agreement are the City of Sheboygan (Municipality), a municipal corporation with offices at 828 Center Avenue Sheboygan, WI 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. PURPOSE. Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. EFFECTIVE DATE; TERM; TERMINATION.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Term. The term of this Agreement is for calendar year 2020.

C. Termination – By County. During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. Termination – By Municipality. During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. AUTHORITY. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2020, pay to Municipality as a distribution of sales tax revenue, the sum of \$450,671.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such

claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

9. **SEVERABILITY.** If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

City of Sheboygan
[Municipality]

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN COUNTY

By: _____
Adam N. Payne
Sheboygan County Administrator

Date Signed

By: _____
Thomas Wegner
County Board Chair

Date Signed



Sheboygan County Shared Revenue Program

Budget Year 2020

(Form A)

Section One

Municipality: _____

Transportation Budget 2019: \$ _____

Transportation Estimated Actual Expenditures for 2019: \$ _____

Transportation Budget Proposed 2020: \$ _____

County Shared Revenue: \$ _____

Is the County Shared Revenue increasing what would have otherwise been accomplished in 2020? Yes No (circle one)

Section Two - Transportation Project the revenue will be applied to (*If multiple projects, please complete Form A, Section Two for each project*):

Project Description: _____

Project ID: _____

Total cost of Project: \$ _____

Anticipated start of Project: _____

Anticipated completion of Project: _____

General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

Signature

Date

Title

**Sheboygan County Sales Tax Revenue Sharing with Municipalities
For Budget Year 2020**

<u>MUNI NAME</u>	<u>2019 EQ VAL LESS TID</u> <u>INCREMENT</u>	<u>PERCENT</u>	<u>2020 BUDGET</u> <u>ALLOCATION</u>
GREENBUSH	156,305,700	0.02	\$25,858
HERMAN	152,208,300	0.02	\$25,180
HOLLAND	344,986,600	0.04	\$57,072
LIMA	249,653,300	0.03	\$41,300
LYNDON	173,487,700	0.02	\$28,700
MITCHELL	123,485,400	0.01	\$20,428
MOSEL	139,650,800	0.01	\$23,103
TOWN OF PLYMOUTH	368,099,100	0.04	\$60,895
RHINE	381,497,300	0.04	\$63,112
RUSSELL	38,979,400	0.00	\$6,448
SCOTT	162,820,000	0.02	\$26,936
TOWN OF SHEBOYGAN	833,672,200	0.09	\$137,915
TOWN OF SHEBOYGAN FALLS	234,731,700	0.02	\$38,832
SHERMAN	149,317,000	0.02	\$24,702
WILSON	450,229,700	0.05	\$74,482
ADELL	37,523,000	0.00	\$6,207
CASCADE	42,799,900	0.00	\$7,080
CEDAR GROVE	153,580,900	0.02	\$25,407
ELKHART LAKE	310,442,400	0.03	\$51,357
GLENBEULAH	33,229,000	0.00	\$5,497
HOWARDS GROVE	263,219,000	0.03	\$43,545
KOHLER	468,125,800	0.05	\$77,443
OOSTBURG	195,102,300	0.02	\$32,276
RANDOM LAKE	152,724,100	0.02	\$25,265
WALDO	35,517,900	0.00	\$5,876
PLYMOUTH	667,593,300	0.07	\$110,441
SHEBOYGAN	2,724,220,600	0.28	\$450,671
SHEBOYGAN FALLS	641,226,200	0.07	\$106,079
COUNTY TOTAL	9,684,428,600	1.00	\$1,602,107

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2020 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

1. **PARTIES.** The parties to the Agreement are the City of Sheboygan (Municipality), a municipal corporation with offices at 828 Center Avenue Sheboygan, WI 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE.** Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. **EFFECTIVE DATE; TERM; TERMINATION.**

A. **Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. **Term.** The term of this Agreement is for calendar year 2020.

C. **Termination – By County.** During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. **Termination – By Municipality.** During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. **AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2020, pay to Municipality as a distribution of sales tax revenue, the sum of \$450,671.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such

claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

City of Sheboygan
[Municipality]

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN COUNTY

By: _____
Adam N. Payne
Sheboygan County Administrator

Date Signed

By: _____
Thomas Wegner
County Board Chair

Date Signed



Sheboygan County Shared Revenue Program

Budget Year 2020

(Form A)

Section One

Municipality: _____

Transportation Budget 2019: \$ _____

Transportation Estimated Actual Expenditures for 2019: \$ _____

Transportation Budget Proposed 2020: \$ _____

County Shared Revenue: \$ _____

Is the County Shared Revenue increasing what would have otherwise been accomplished in 2020? Yes No (circle one)

Section Two - Transportation Project the revenue will be applied to *(If multiple projects, please complete Form A, Section Two for each project):*

Project Description: _____

Project ID: _____

Total cost of Project: \$ _____

Anticipated start of Project: _____

Anticipated completion of Project: _____

General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

Signature

Date

Title

**Sheboygan County Sales Tax Revenue Sharing with Municipalities
For Budget Year 2020**

<u>MUNI NAME</u>	<u>2019 EQ VAL LESS TID</u> <u>INCREMENT</u>	<u>PERCENT</u>	<u>2020 BUDGET</u> <u>ALLOCATION</u>
GREENBUSH	156,305,700	0.02	\$25,858
HERMAN	152,208,300	0.02	\$25,180
HOLLAND	344,986,600	0.04	\$57,072
LIMA	249,653,300	0.03	\$41,300
LYNDON	173,487,700	0.02	\$28,700
MITCHELL	123,485,400	0.01	\$20,428
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RHINE	381,497,300	0.04	\$63,112
RUSSELL	38,979,400	0.00	\$6,448
SCOTT	162,820,000	0.02	\$26,936
TOWN OF SHEBOYGAN	833,672,200	0.09	\$137,915
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CEDAR GROVE	153,580,900	0.02	\$25,407
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GLENBEULAH	33,229,000	0.00	\$5,497
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KOHLER	468,125,800	0.05	\$77,443
OOSTBURG	195,102,300	0.02	\$32,276
RANDOM LAKE	152,724,100	0.02	\$25,265
WALDO	35,517,900	0.00	\$5,876
PLYMOUTH	667,593,300	0.07	\$110,441
SHEBOYGAN	2,724,220,600	0.28	\$450,671
SHEBOYGAN FALLS	641,226,200	0.07	\$106,079
COUNTY TOTAL	9,684,428,600	1.00	\$1,602,107



Sheboygan County Shared Revenue Program

Budget Year 2020

(Form A)

Section One

Municipality: City of Sheboygan

Transportation Budget 2019: \$3,041,150

Transportation Estimated Actual Expenditures for 2019: \$3,141,150

Transportation Budget Proposed 2020: \$3,554,000

County Shared Revenue: \$450,671

Is the County Shared Revenue increasing what would have otherwise been accomplished in 2020? [Yes] No (circle one)

Section Two - Transportation Project the revenue will be applied to (*If multiple projects, please complete Form A, Section Two for each project*):

Project Description: Superior Avenue (North 29th Street to Taylor Drive)

Project ID: N/A

Total cost of Project: \$2,000,000

Anticipated start of Project: April 2020

Anticipated completion of Project: September 2020

General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

Signature

Date

Title



Sheboygan County Shared Revenue Program

Budget Year 2020

(Form A)

Section One

Municipality: City of Sheboygan

Transportation Budget 2019: \$3,041,150

Transportation Estimated Actual Expenditures for 2019: \$3,141,150

Transportation Budget Proposed 2020: \$3,554,000

County Shared Revenue: \$450,671

Is the County Shared Revenue increasing what would have otherwise been accomplished in 2020? [Yes] No (circle one)

Section Two - Transportation Project the revenue will be applied to (*If multiple projects, please complete Form A, Section Two for each project*):

Project Description: Geele Avenue (Calumet Drive to North 23rd Street)

Project ID: N/A

Total cost of Project: \$700,000

Anticipated start of Project: May 2020

Anticipated completion of Project: September 2020

General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

Signature

Date

Title



Sheboygan County Shared Revenue Program

Budget Year 2020

(Form A)

Section One

Municipality: City of Sheboygan

Transportation Budget 2019: \$3,041,150

Transportation Estimated Actual Expenditures for 2019: \$3,141,150

Transportation Budget Proposed 2020: \$3,554,000

County Shared Revenue: \$450,671

Is the County Shared Revenue increasing what would have otherwise been accomplished in 2020? [Yes] No (circle one)

Section Two - Transportation Project the revenue will be applied to (*If multiple projects, please complete Form A, Section Two for each project*):

Project Description: Georgia Avenue (North 9th Street to North 23rd Street)

Project ID: N/A

Total cost of Project: \$354,000

Anticipated start of Project: May 2020

Anticipated completion of Project: September 2020

General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

Signature

Date

Title

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. 96-19-20 by Alderpersons Donohue and Bohren consenting to the Assignment of Incentive Payments between Van Horn Development, LLC and Bank First, N.A.

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

REPORT DATE: October 10, 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:

The City of Sheboygan entered into an incentive agreement to provide PAY-GO TIF incentives to Van Horn Development, LLC for the development of apartments on the former Kingsbury property located at the corner of North 10th Street and Wisconsin Avenue. Van Horn Development, LLC is requesting the assignment of the incentive agreement to a new LLC that will own the development known as Kingsbury Village, LLC. Kingsbury Village, LLC is obtaining a construction loan of \$6,000,000 from Bank First, N.A. and as part of the closing of the loan will be assigning the incentive agreement to Bank First as the lender.

STAFF COMMENTS:

City staff has no concerns with the assignment.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Res. No. 96-19-20 by Alderperson Donohue and Bohren consenting to the Assignment of Incentive Payments between Van Horn Development, LLC and Bank First N.A.

ATTACHMENTS:

- I. Res. No. 96-19-20

III

6.5

Res. No. 96 - 19 - 20. By Alderpersons Donohue and Bohren.
October 7, 2019.

A RESOLUTION consenting to the Assignment of Incentive Payments between Van Horn Development, LLC and Bank First, N.A.

RESOLVED: That the Mayor is hereby authorized to execute the Assignment of Incentive Payments on behalf of the City, a copy of which is attached hereto.

William Nowlin
[Signature]

Finance + 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

ASSIGNMENT OF INCENTIVE PAYMENTS

THIS ASSIGNMENT OF INCENTIVE PAYMENTS is dated as of September 24, 2019 and is from VAN HORN DEVELOPMENT, LLC, a Wisconsin limited liability company and KINGSBURY VILLAGE, LLC ("Van Horn") to BANK FIRST, N.A. ("BFC").

Van Horn hereby transfers, sets over and assigns to BFC all of its right, title and interest in and to all payments and revenues (the "Revenues") to which it is entitled under an Incentive Payment Agreement By and Between the City of Sheboygan and Van Horn (the "Contract"). This Assignment is given to secure a \$6,000,000 Construction Loan from BFC to Kingsbury Village, LLC and evidenced by a Construction Loan Agreement dated September 24, 2019, together with any extensions, renewals, refinancing or modifications of the same (the "Obligations"). Any loan agreement, promissory note, security agreement or other document signed to evidence the Obligations shall be referred to as the "Loan Documents."

Notwithstanding the foregoing perfected, absolute and present transfer and assignment of the Revenues, until an Event of Default (as defined in the Loan Documents) has occurred and BFC has sent a Notice, as hereinafter defined, to Van Horn as provided in paragraph 3 herein, Van Horn shall have the right to collect the Revenues from the Contract and to retain, use and enjoy the same.

Van Horn further agrees with respect to the Contract that:

1. It will fulfill or perform each and every condition and covenant of the Contract to be fulfilled or performed by Van Horn; deliver to BFC executed copies of the Contract; give prompt notice to BFC of any default by Van Horn under the Contract; promptly notify BFC of any modification to the Contract; not pledge, transfer, mortgage or otherwise encumber any Revenues from the Contract or the Contract.

2. The occurrence of an Event of Default, as defined in the Loan Documents, shall constitute an "Event of Default" hereunder.

3. After the occurrence of an Event of Default, BFC may, at its option, execute and deliver, by depositing in the United States mail, postage prepaid, certified mail, addressed to the Company at the address set forth in the Loan Documents, a notice declaring that by reason of the occurrence of an Event of Default, BFC thereby declares that the right to retain Revenues by Van Horn is terminated, and that all Revenues then or thereafter coming in the possession of Van Horn shall be immediately turned over to BFC (the "Notice"). After the giving of the Notice, BFC, at its option, may contact all parties to the Contract and direct that they forward all payments under the Contract to BFC.

4. This Assignment is supplemental to and not in substitution for any rights contained in any Loan Documents. The remedies provided herein are independent of any other remedies provided in the Loan Documents. BFC's exercise of any remedy provided herein or in the Loan Documents for a default shall not be construed as a waiver of BFC's right to exercise

any other remedy provided herein or in the Loan Documents for that same or any subsequent default.

5. BFC shall not be obligated to perform or discharge any obligations under the Contract by reason of this Assignment, and Van Horn hereby agrees to indemnify BFC against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Contract or by reason of this Assignment. Should BFC incur any such liability, loss or damage under the Contract or under or by reason of this Assignment, Van Horn shall reimburse BFC therefor immediately upon demand.

6. Noting herein contained and no actions taken pursuant to this Assignment shall be construed as constituting BFC assuming responsibility for the performance of the Contract.

7. All rights, powers and remedies provided in this Assignment are intended to be exercised only to the extent that such exercise does not violate any applicable provision of law and are intended to be limited to the extent necessary to not render this Assignment invalid or unenforceable under any applicable law. If any term of this Assignment is held to be invalid, illegal or unenforceable, then the validity of other terms are intended to remain unaffected.


8. All notices or other communications required or permitted to be given by this Assignment shall be in writing and shall be delivered or mailed in the manner, and shall be effective at the time, specified in the Loan Agreement.

9. This Assignment shall be governed by and construed under the laws of the State of Wisconsin.

10. This Assignment benefits BFC, its successors and assigns, and binds Van Horn, its successors and assigns.

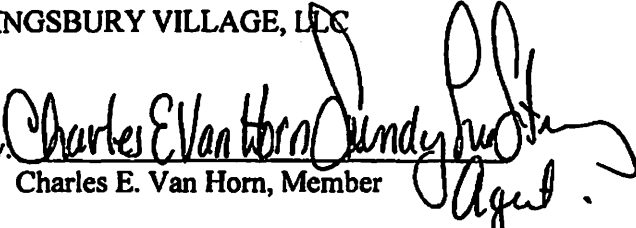
[Signatures on Following Page]

VAN HORN DEVELOPMENT, LLC

By: 
Thomas Stocco, CFO

By: 
Christopher Merklein, Director

KINGSBURY VILLAGE, LLC

By: 
Charles E. Van Horn, Member Agent.

BANK FIRST, N.A.

By: 
Derek Klahn, AVP – Business Banking

Acknowledgment and Authorization

The undersigned acknowledges that Van Horn has assigned its rights to payments and revenues from the Contract to Bank First, N.A. pursuant to the above Assignment and consents to the same.

CITY OF SHEBOYGAN

By: _____

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Gen. Ord. 21-19-20 by Alderpersons Donohue and Bohren repealing and recreating Section 74-82 of the Sheboygan Municipal Code regarding the imposition of impact fees to reflect changes in how the Federal government reports the Consumer Price Index.

REPORT PREPARED BY: Marty Halverson, Finance Director

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: Section 74-82

BACKGROUND / ANALYSIS:

The City of Sheboygan adjusts each year per Municipal Code 74-82, "Imposition of impact fees", the Park Impact Fees with regard to the fee it charges each residential development unit. The annual change to the fee amount utilizes a inflation factor based on Consumer Price Index ("CPI").

STAFF COMMENTS:

The City of Sheboygan ordinance Section 74-82 authorized the Finance Director the authority to annually adjust the Park Impact Fee rate by utilizing the CPI. The Federal government discontinued as of December 31, 2017 the Milwaukee-Racine region which was the reference point for the City's annual adjustment. This modification to the City's Municipal Code adjusts its language to sync with the Federal governments changes.

ACTION REQUESTED:

Motion to recommend the Common Council adopt Gen Ord. 21-19-20 by Alderpersons Donohue and Bohren repealing and recreating Section 74-82 of the Sheboygan Municipal Code regarding the imposition of impact fees to reflect changes in how the Federal government reports the Consumer Price Index.

ATTACHMENTS:

- I. Gen. Ord. 21-19-20

V

8.2

Gen. Ord. No. 21 . 19 - 20. By Alderpersons Donohue and Bohren.
October 7, 2019.

AN ORDINANCE repealing and recreating Section 74-82 of the Sheboygan Municipal Code regarding the imposition of impact fees to reflect changes in how the Federal government reports the Consumer Price Index.

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

Section 1. Section 74-82 of the Municipal Code, which relates to the imposition of park impact fees on new residential development, is hereby repealed and recreated so as to read as follows:

"Sec. 74-82. Imposition of impact fees.

- (a) By this article, the city imposes an impact fee on residential development. No building permit shall be issued for residential development without payment of the following impact fees.
- (b) During the 2019 calendar year, the impact fee imposed by the city shall be \$563.54.
- (c) The impact fees imposed under this section shall be automatically adjusted during the first quarter of each year, without further action by the common council, by the percentage equal to the rate of consumer inflation as measured by the percent of change in the Consumer Price Index over the twelve months ending with the most recent December for the geographical area that includes Sheboygan (which is currently the Midwest Consumer Price Index for Urban Wage Earners) as reported by the U.S. Department of Labor, Bureau of Labor Statistics, or such governmental entity that shall have responsibility for publishing the Consumer Price Index. This impact fee shall be rounded to the nearest dollar. The finance director/treasurer, or his/her designee, shall determine such adjustment and maintain a copy of the said Consumer Price Index upon which such adjustment was made in the finance department."

*Finance
Personnel*

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect after its passage and publication.

Melissa Nowlin

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

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 Pennington
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

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 memo to Finance + Personnel
of the council*

DATE RECEIVED

3-25-19

RECEIVED BY

MKE

CLAIM NO.

31-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAR 25 '19 AM 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 Garay
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, truck 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>

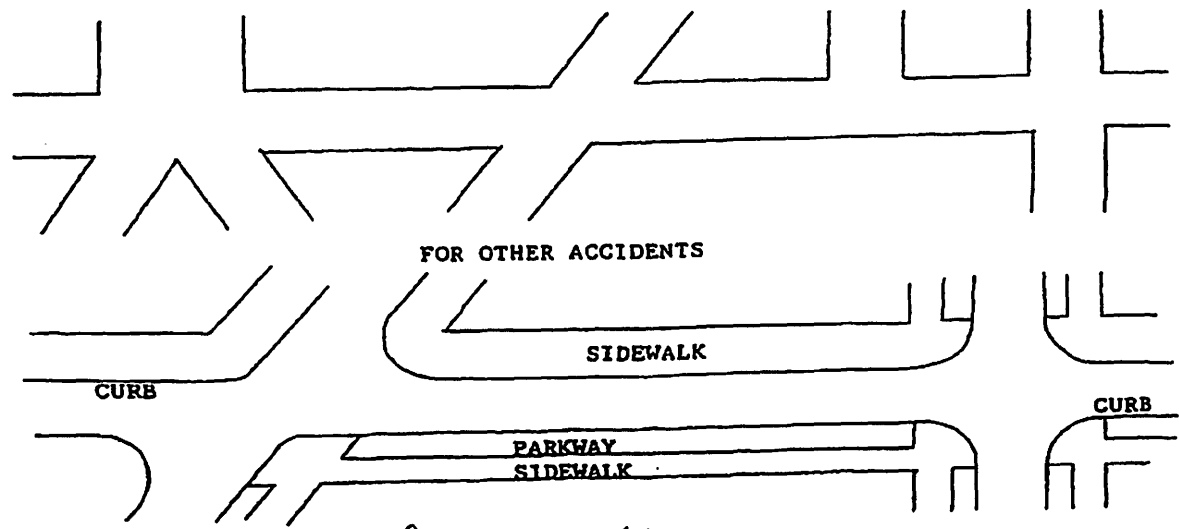
Damaged vehicle (if applicable)

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

Sonia Gary

DATE

3-23-19

DATE RECEIVED 3-25-19

RECEIVED BY MKC

CLAIM NO. 31-18

CLAIM

Claimant's Name: Sonia Garay
Claimant's Address: 2118 N. 11th Street
Sheboygan WI 53081
Claimant's Phone No. (414) 236-4041

Auto \$ 745.05
Property \$ _____
Personal Injury \$ _____
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)236-4041
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)457-3608
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: ADS9016
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 | Air Conditioning | Alarm System |
| Bucket Seats | Center Console | Cruise Control |
| Digital Clock | Dual Airbags | Intermittent Wipers |
| Keyless Entry System | Lighted Entry System | Overhead Console |
| Power Brakes | Power Door Locks | Power Mirrors |
| Power Steering | Power Windows | Rear Window Defroster |
| Rem Trunk-L/Gate Release | Split Folding Rear Seat | Tachometer |
| Tilt Steering Wheel | Tinted Glass | Trip Computer |
| Velour/Cloth Seats | | |

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	\$298.00*			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	\$468.60
Tax on Parts & Material	@ 5.500% \$25.77

Labor	Rate	Replace Hrs	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

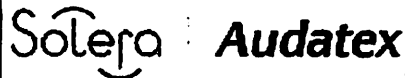
Alternate Parts Y/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53082 Default
 Rate Name Default

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 Srp'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

 Soleira : Audatex

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 Soleira

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. Contact: David Oldenburg
 Address: 1129 Indiana Ave. Work/Day: (920)452-8681
 City State Zip: Sheboygan, WI 53081 FAX: (920)452-8733
 Email: doldenburg@robertruschinc.com

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: ADS-9016 Lic State: WI
 Lic Expire: VIN: 3N1CB51D161508384
 Veh Insp#: Mileage Type: Actual
 Condition: Code: Z1763G
 Ext. Color: BLUE Int. Color:
 Ext. Refinish: Two-Stage Int. Refinish: Two-Stage

Options

AM/FM CD Player	Air Conditioning	Alarm System
Bucket Seats	Center Console	Cruise Control
Digital Clock	Dual Airbags	Intermittent Wipers
Keyless Entry System	Lighted Entry System	Overhead Console
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Rear Window Defroster
Rem Trunk-L/Gate Release	Split Folding Rear Seat	Tachometer
Tilt Steering Wheel	Tinted Glass	Trip Computer
Velour. Cloth Seats		

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	\$86.80
Mech/Elec (ME)	\$80.00				
Frame (FR)	\$72.00				
Refinish (RF)	\$62.00	3.7		3.7	\$229.40

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
Gross Total			\$745.05
Final Total			\$745.05

Alternate Parts Y/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host
 Repair Order Default

Audatex Estimating 8.0.642 Update 4 ES 03/20/2019 02:39 PM REL 8.0.642 Update 4 DT 03/01/2019 DB 03/15/2019
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1.0 HOURS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

03/20/2019 02:35 PM

* = 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					
ON BLUFF AVE 186 FT E OF N 9TH ST IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY		Latitude 43.76643948	Longitude -87.7138858	Lat/LongSource TLT/ILT	Access Control
		X Coordinate 442540.7187	Y Coordinate 4846180	On Roadway Link ID# 4648480	On Roadway Link Offset 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 01	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	Role DRIVER		Citations Issued 0	<input type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL		
		Last Name MICHALESKO		First Name JAMES		Middle Initial CHARLES	Suffix	
01	INDIVIDUAL	Street Address 1536 DIVISION AVE		Street Address 2		PO Box		
		City SHEBOYGAN		State WI	Zip Code 53083	Country of Residence UNITED STATES		
01	UNIT	DOB 09/12/1979	Sex M	Race W	Hair RED	Eyes HAZEL	Height 511	
		Weight 250	Phone Number (708) 906-9601 EXT.					
01	INDIVIDUAL	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 Expire Year 2026		
01	UNIT	Equipment On Duty Accident		Safety Equipment				
		Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORC		SHOULDER & LAP BELT				
01	INDIVIDUAL	Helmet Use		Helmet Compliance				
		Eye Protection		Tint Compliance				
01	UNIT	Injury Injury Severity NO APPARENT INJURY		Airbag NON DEPLOYED				
		Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICA		Trapped/Extricated NOT TRAPPED		
01	INDIVIDUAL	Medical Transport NOT TRANSPORTED		EMS Agency Identifier		EMS Fun #		
		Hospital		Date of Death		Time of Death		
01	UNIT	Non-Motorist Striking Unit #		Location		To/From School		
		Prior Action		Action				
01	INDIVIDUAL	Distracted By Action NOT DISTRACTED						
		Distracted By Source UNKNOWN		Action Other				
01	UNIT	Drug & Alcoh Individual Condition APPEARED NORMAL						
		Suspected Alcohol Use NO		Suspected Drug Use NO				
01	INDIVIDUAL	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type			Alcohol Test Results		
		Drug Test Given TEST NOT GIVEN	Drug Test Type			Drug Test Results		
01	UNIT	Drug Type						
01	UNIT	Role PASSENGER		Citations Issued 0	<input type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL		
		Last Name FRYMAN		First Name ADAM		Middle Initial JOSEPH	Suffix	
01	INDIVIDUAL	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	DOB	Sex	Race	Hair	Eyes	Height	Weight	Phone Number
		09/12/1988	M	W	BLOND	BLUE	603	275	(715) 213-3346 EXT.
UNIT	INDIVIDUAL	Driver's License Number	State	License Jurisdiction	Country of Issuance				
		F6650108833208	WI	STATE	UNITED STATES				
UNIT	INDIVIDUAL	License Type	License Status	DL Expire Year					
		NON-CDL DRIVER'S LICENSE	VALID LICENSE	2023					
UNIT	INDIVIDUAL	Equipment	On Duty Accident	Safety Equipment					
		Seat Position	SHOULDER & LAP BELT						
UNIT	INDIVIDUAL	3--FRONT SEAT-RIGHT SIDE (TRAIN ENGINEE	Helmet Compliance						
		Helmet Use	Tint Compliance						
UNIT	INDIVIDUAL	Eye Protection	Airbag						
		Injury	Injury Severity	NON DEPLOYED					
UNIT	INDIVIDUAL	NO APPARENT INJURY	Ejection Path						
		NOT EJECTED	NOT EJECTED/NOT APPLICA			Trapped/Extricated			
UNIT	INDIVIDUAL	NOT TRAPPED	EMS Agency Identifier			EMS Run #			
		Medical Transport	Date of Death			Time of Death			
UNIT	INDIVIDUAL	NOT TRANSPORTED	Location			To/From School			
		Hospital	Action						
UNIT	INDIVIDUAL	Striking Unit #	Distracted By Action						
		Prior Action	Distracted By Source						
UNIT	INDIVIDUAL	Action Other	Individual Condition						
		Drug & Alcoh	APPEARED NORMAL						
UNIT	INDIVIDUAL	Suspected Alcohol Use	Suspected Drug Use						
		NO	NO						
UNIT	INDIVIDUAL	Alcohol Test Given	Alcohol Test Type				Alcohol Test Results		
		TEST NOT GIVEN							
UNIT	INDIVIDUAL	Drug Test Given	Drug Test Type				Drug Test Results		
		TEST NOT GIVEN							
UNIT	INDIVIDUAL	Drug Type	License Plate Number						
			LTK - LIGHT TRUCK		St	Country of Issuance			
UNIT	INDIVIDUAL	60101	Year		Make				
		Vehicle Identification Number	2002		CHEVROLET				
UNIT	INDIVIDUAL	1GBJK34132E107315	Body Style			Color			
		Model	TK - TRUCK			BLU - BLUE			
UNIT	INDIVIDUAL	UNKNOWN	Initial Contact Point						
		Initial Contact Point	6--REAR						

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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			
		Vehicle Removed By OPERATOR		NOT APPLICABLE			
		What Driver Was Doing BACKING		Driver Prior Action Other	Bus Use NOT A BUS		
		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	UNIT	Event MOTOR VEH IN TRANSPORT					
02	UNIT	Event					
03	UNIT	Event					
04	UNIT	Event					
01	UNIT	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		
		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	

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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 02	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 G6007855496703		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			
		Equipment 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					
UNIT 03	INDIVIDUAL 03	Injury 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			
		Non Motorist Striking Unit #		Location		To/From School			
		Prior Action		Action					
		Distracted By Action NOT DISTRACTED							
		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		Action Other					
		Drug & Alcoh Individual Condition APPEARED NORMAL							
		Suspected Alcohol Use NO		Suspected Drug Use NO					
UNIT 04	INDIVIDUAL 03	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			

G7L09WHWWH
C19-04753

Wisconsin Motor Vehicle
Crash Report

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

UNIT	INDIVIDUAL	DOB	Sex	Race	Hair	Eyes	Height	Weight	Phone Number		
		02/18/1945	M	H	BROWN	BROWN	505	185	(414) 236-4041 EXT.		
UNIT	INDIVIDUAL	Driver's License Number			State	License Jurisdiction	Country of Issuance				
		G6005414505808			WI	STATE	UNITED STATES				
UNIT	INDIVIDUAL	License Type			License Status		DL Expire Year				
		NON-CDL DRIVER'S LICENSE			VALID LICENSE		2021				
UNIT	INDIVIDUAL	Equipment			On Duty Accident						
		Seat Position			Safety Equipment						
UNIT	INDIVIDUAL	3--FRONT SEAT-RIGHT SIDE (TRAIN ENGINEE			SHOULDER & LAP BELT						
		Helmet Use			Helmet Compliance						
UNIT	INDIVIDUAL	Eye Protection			Tint Compliance						
		Injury			Injury Severity		Airbag				
UNIT	INDIVIDUAL	NO APPARENT INJURY			NON DEPLOYED						
		Ejected			Ejection Path		Trapped/Extricated				
UNIT	INDIVIDUAL	NOT EJECTED			NOT EJECTED/NOT APPLICA		NOT TRAPPED				
		Medical Transport			EMS Agency Identifier		EMS Run #				
UNIT	INDIVIDUAL	NOT TRANSPORTED			Date of Death		Time of Death				
		Hospital			Striking Unit #		Location		To/From School		
UNIT	INDIVIDUAL	Non-Motorist			Action						
		Prior Action			Action Other						
UNIT	INDIVIDUAL	Distracted By Action			Individual Condition						
		Distracted By Source			APPEARED NORMAL						
UNIT	INDIVIDUAL	Suspected Alcohol Use			Suspected Drug Use						
		NO			NO						
UNIT	INDIVIDUAL	Alcohol Test Given		Alcohol Test Type				Alcohol Test Results			
		TEST NOT GIVEN									
UNIT	INDIVIDUAL	Drug Test Given		Drug Test Type				Drug Test Results			
		TEST NOT GIVEN									
UNIT	INDIVIDUAL	Drug Type									
		License Plate Number			Plate Type		St	Country of Issuance			
UNIT	INDIVIDUAL	ADS9016			AUT - AUTOMOBILE		WI	UNITED STATES			
		Vehicle Identification Number					Year	Make			
UNIT	INDIVIDUAL	3N1CB51D16L508384					2006	NISSAN			
		Model			Body Style		Color				
UNIT	INDIVIDUAL	SENTRA 1.8			4D - 4DR		BLU - BLUE				
		Initial Contact Point									
UNIT	INDIVIDUAL	12--FRONT									

G7L09WHWWH
C19-04753

Wisconsin Motor Vehicle
Crash Report

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

UNIT	Extent Of Damage MINOR DAMAGE		Vehicle Damage 12--FRONT			
	Towed Due To Damage NOT TOWED		Vehicle Factors NOT APPLICABLE			
	Vehicle Removed By OPERATOR		Driver Prior Action Other			
	What Driver Was Doing SLOW/STOPPING		Bus Use NOT A BUS			
	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 12/27/1954
	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) 236-4041 EXT.						
UNIT	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		

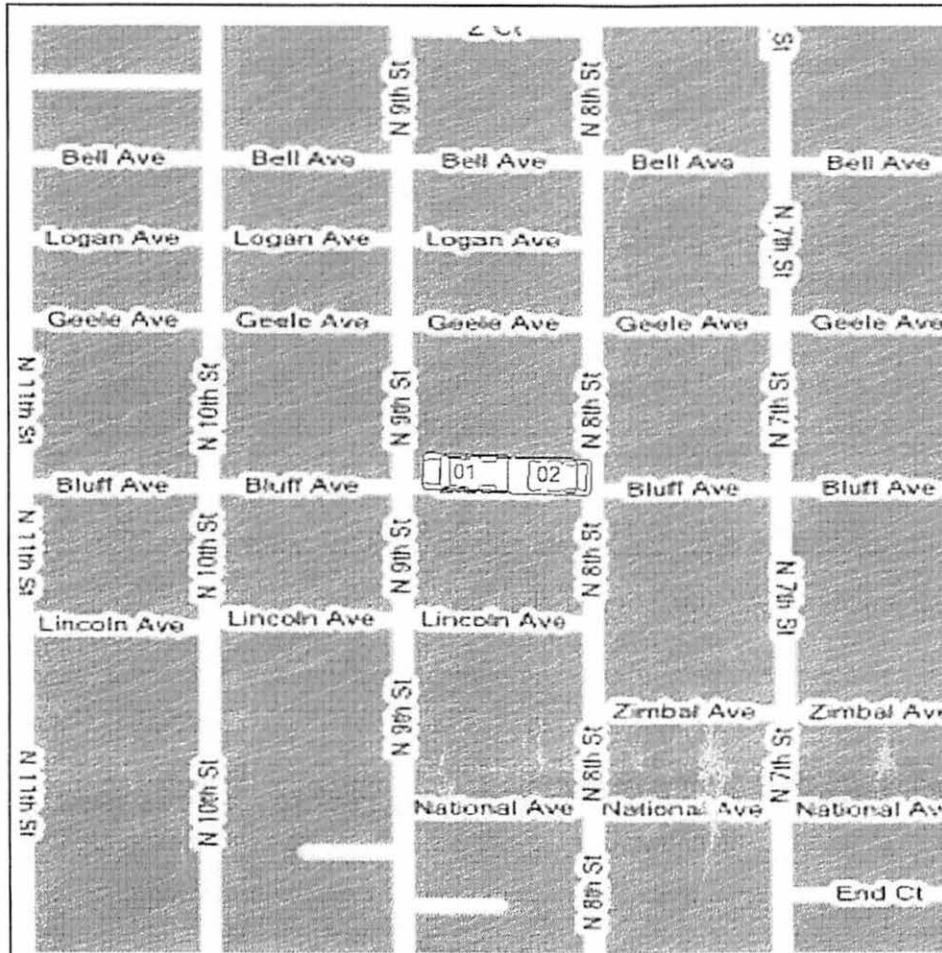
Description

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) 469-3333 EXT.	ORI Number WI0600200	BFUNC Agency 5981	TraCS 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 Barthel for alleged damage to her vehicle. R.C. 334-18-19(R.O. 176-18-19) is a claim from Phyllis Barthel for alleged damage to her vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

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 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 both Progressive Insurance and Ms. Barthel.

ACTION REQUESTED:

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

ATTACHMENTS:

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

VI

5,20

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

<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </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

3.1

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.

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

CITY CLERK

28-18
MKC

2-4-19

FEB 4 '19 PM 11:28

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document 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 53081

Your 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: 250.00

IN 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 traveling 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 pf 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: 713352966	Invoice Number: 54344645
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: 54344645	

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: 495 SUNSET MAPLE, SHEBOYGAN FALLS, WI 53085
 Telephone: Home Phone: (520) 467-9091

Contact Phone: (262) 960-8883

Mitchell Service: 911103

Description: 2015 Volkswagen Passat SEL Premium
 Body Style: 4D Sed
 VIN: 1VWCV7A36FC026610
 Mileage: 20,229
 OEM/ALT: A
 Color: GRAY
 Options:

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

Search Code: NORTHEAST1

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
 TELEMATIC 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	101150	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	102279	BDY	REMOVE/INSTALL	R Fender Liner	Existing		0.4 r
<u>Windshield</u>							
7	100057	GLS	REPAIR	W/Shield 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	102384	BDY	REMOVE/REPLACE	R Frt Door Mirror Housing	Recycled	220.00	0.6 #
11		BDY	REMOVE/INSTALL	R Frt Door Trim Panel			0.6
12				Price includes Markup			
13	102359	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 0.5

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 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: SHES All Part Types

				<u>Side Body</u>			
16	100534	REF	REFINISH	R Hinge Pillar			C 1.0
17	101764	BDY	REPAIR	R Side Body Panel Assembly	-S	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			186.20 *
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: 18-4076332-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types

Recycler Information Section:

LKQ Smart Parts
 N4079 Highway E
 Hustisford WI 53034
 800-349-6850 option 2;

10 2012 Side View Mirror VNA 220.00
 Part Number: ~180385718 / RECY
 Description: LKQ Quote #: 292626796 Desc: Side View Mirror POWER; W/O MEMORY; R. Stock Number: \$EH765-319 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		Sublet		Totals		II. Part Replacement Summary			Amount
	Units	Rate	Amount	Amount										
Body	7.0	58.00	0.00	0.00	406.00	T					Taxable Parts			220.00
Refinish	4.9	58.00	0.00	8.00	292.20	T					Sales Tax @ 6.500%			12.10
Glass	0.3	58.00	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 Init Rate = 38.00														
					I. Total Labor:					754.96				
					II. Total Replacement Parts:					232.10				
					III. Total Additional Costs:					199.61				
					Gross Total:					1,186.67				
					IV. Total Adjustments:					250.00-				
					Net Total:					936.67				

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

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Software Version:

7.1.232

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Date: 12/18/2018 01:20 PM
Estimate ID: 18-4076332-01
Estimate Version: 0
Committed
Profile ID: SHEB 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 07:49:04 AM
Estimate Started: 12/18/2018 01:02:48 PM
Estimate Printed: 12/18/2018 01:12:16 PM
Estimate Committed: 12/18/2018 01:19:39 PM
Estimate Uploaded: 12/18/2018 01:20:11 PM

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

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Software Version: MAPP:OCT_18_V1209 Copyright (C) 1994 - 2018 Mitchell International
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Wisconsin Motor Vehicle Accident Report MV4000e 01/2005

G7L09KMM3C

PK2011

POLICE # C18-21473

ACCIDENT #

GENERAL INFORMATION

<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/Fmt/Rmp	15 - Est. Dist Ft/Mi	15 - Hwy. Dir
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 -87.7229890253	
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

OPERATOR/PEDESTRIAN 01

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 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
32 - Date Of Birth 07/06/1992	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

PK2011

91 - 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 68252	57 - Plate Type LTK	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 3D7K526D05G800Q38	
	50 - Year 2005	51 - Make DODG	52 - Model RAM 2500 S	53 - Body Style PK	54 - Color BLU	100 - Skidmarks to Impact (Ft)
	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 Travelling 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	
28 - Driver's License Number B6346783559500	30 - State WI	31 - Expiration Year 2026	34 - On Duty Accident	
25 - Operator/Pedestrian Last Name BARTHEL		25 - First Name PHYLLIS	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	
	119 - 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 WKNOMOR		57 - Plate Type AUT	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1VWCV7A38FC026810
	50 - Year 2015	51 - Make VOLK	52 - Model PASSAT SEL	53 - Body Style 4D	54 - Color GRY	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage FRONT PASSENGER SIDE					
	95 - 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
	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 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. 481</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. 5961	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 920-459-3333
	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			



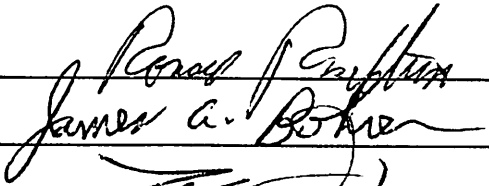
VI

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
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

3.4

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

MKE

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:

K 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:	\$	<u>759.00</u>	
Property:	\$		
Personal injury:	\$		
Other: (Specify below)	\$	<u>78.64</u>	<u>Tax</u>
TOTAL	\$	<u>797.64</u>	

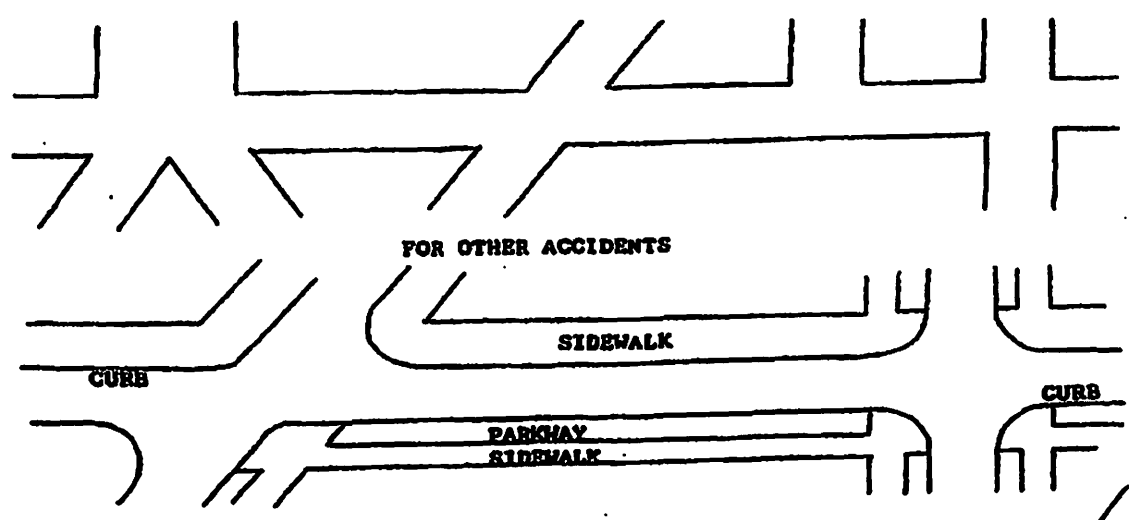
Corrected
11/2/18
\$ 1567.38

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

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



SIGNATURE OF CLAIMANT Phyllis Barthel DATE 11/01/2018

See Police Report

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 53085</u>	Other (Specify below)	\$ <u>-</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 Sheboygan Falls, WI

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

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/Fmt/Rmp	15 - Est. Dist	F/M/I
16 - Fr/At Hwy No.	16 - Fr/At Street Name BROADWAY		16 - Business/Frontage/Ramp	
17 - Structure Type	17 - Structure Number	12 - Latitude 43.735786618330	13 - Longitude -87.72289880253	
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT		83 - 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 Lim 30
38 - Operating as Classified D	37 - Endorsements		35 <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 07/06/1992	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 920-266-3338	
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		
118 - 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		
80 - Alcohol Test TEST NOT GIVEN		80 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN

91 - 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 68252		67 - Plate Type LTK	68 - State WI	69 - Exp Year	65 - Vehicle Identification Number 3D7KS26D05G80038
	60 - Year 2005	61 - Make DODG	62 - Model RAM 2500 S	63 - Body Style PK	64 - Color BLU	100 - Skidmarks to Impact (Ft)
	84 - Vehicle Damage NO DAMAGE					
	85 - Extent Of Damage NONE		86 <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		48 - First Name		48 - Middle Initial	48 - Suffix
	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 920-455-3327	

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 B6346783559500		30 - State WI	31 - Expiration Year 2026	34 - On Duty Accident	
28 - Operator/Pedestrian Last Name BARTHEL			25 - 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 920-467-8091	
	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		82 - 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			
	80 - Alcohol Test TEST NOT GIVEN		80 - Alcohol Content		81 - 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 WKNQMDR		67 - Plate Type AUT	68 - State WI	69 - Exp Year	65 - Vehicle Identification Number 1WCV7A36FC026610
	50 - Year 2015	51 - Make VOLK	52 - Model PASSAT SEL	53 - Body Style 4D	54 - Color GRY	100 - Skidmarks to Impact (F)
	84 - Vehicle Damage FRONT PASSENGER SIDE					
	85 - Extent Of Damage MINOR		86 <input type="checkbox"/> Vehicle Towed Due To Damage		87 - 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 - 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		49 - Telephone Number 920-467-8091	

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	125 - First Name JEREMY	125 - Middle Initial M	131 - Officer ID 461	
	128 - Law Enforcement Agency No. 5961	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 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				

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

*** PRELIMINARY ESTIMATE ***

11/02/2018 01:55 PM

Owner

Owner: PHYLLIS BARTHEL
Address: 495 SUNSET MAPLE
City State Zip: Sheboygan Falls, WI 53085

Work/Day: (920)467-9091
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)457-3608
FAX: (920)459-4126
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

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: URANOGRAU
Ext. Refinish: Two-Stage
Ext. Paint Code: 5K,I7F

VIN: 1WCV7A36FC026610
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	256		Glass,Mirror Outer R/C RT	561857522R	\$98.33		INC	SM
3	E	171		Housing,Mirror Outer RT	561857508BC9B9	\$368.67		0.9	SM
4	E	260		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	7.2 Hours @ \$40.00
Parts & Material Total	\$288.00
	\$891.67

Tax on Parts & Material @ 5.500% \$49.04

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00	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					\$1,567.38
Net Total					\$1,567.38

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 Srpls
- EP = Replace PXN
- PM = Replace PXN Reman/Reblt
- PC = Replace PXN Reconditioned
- SB = Sublet Repair
- I = Repair
- RI = R & I Assembly
- RP = Related Prior Damage



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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

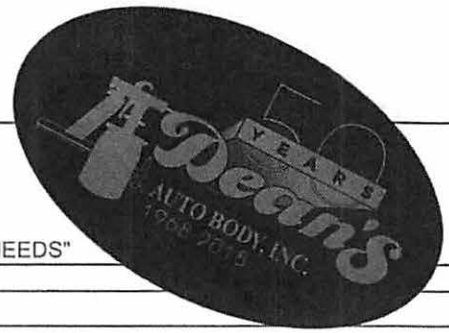
S
O
L
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T
O
 BARTHEL, PHYLLIS
 495 SUNSET MAPLE
 SHEBOYGAN FALLS, WI 53085
 920-467-9091

S
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P
T
O

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	
				\$ 759.66	
				before tax	
	Thursday Nov. 8 th	7:30 am			

ACCOUNT #	METHOD	PARTS	639.66
		FREIGHT	
DATE PRINTED	10/22/18	C.O.D. CHARGE	
	TIME	SALES TAX OR TAX I.D.	35.18
	14:55:26	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 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
Stripes And Mouldings										
1	I	244		Midg,Front Door Lower RT >> >>Clean & Retape	Sublet Repair	\$10.00*			0.3*	SM
2	RI	244		Midg,Front Door Lower RT	R & I Assembly				0.2	SM
Front Bumper										
3	N	6		Front Bumper Cover R&I	Additional Labor				0.9	SM
Front End Panel And Lamps										
4	RI	42		Headlamp Assy,Halogen RT	R & I Assembly				0.2	SM
Front Body And Windshield										
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
Roof										
9	BR	166		Panel,Bodyside Otr Upr RT	Blend Refinish 0.7 Blend 0.3 Two-stage				1.0	RF
Front Doors										
10	BR	208		Door Shell,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	561857508BC9B9	\$366.67			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%			\$46.62
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	\$406.00	
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 SUBJECTED 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 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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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

NOV 5 '18 AM 10:43



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!

11/25/2018
On 11/25/2018

11/25/2018

11/25/2018

Re: 10/15/2018 Accident
Phillie Dattoli

For the purpose of the estimate
You have the right to cancel the
policy at any time. If you
cancel the policy, you will
be responsible for the cost of
the policy.

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. 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: _____

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

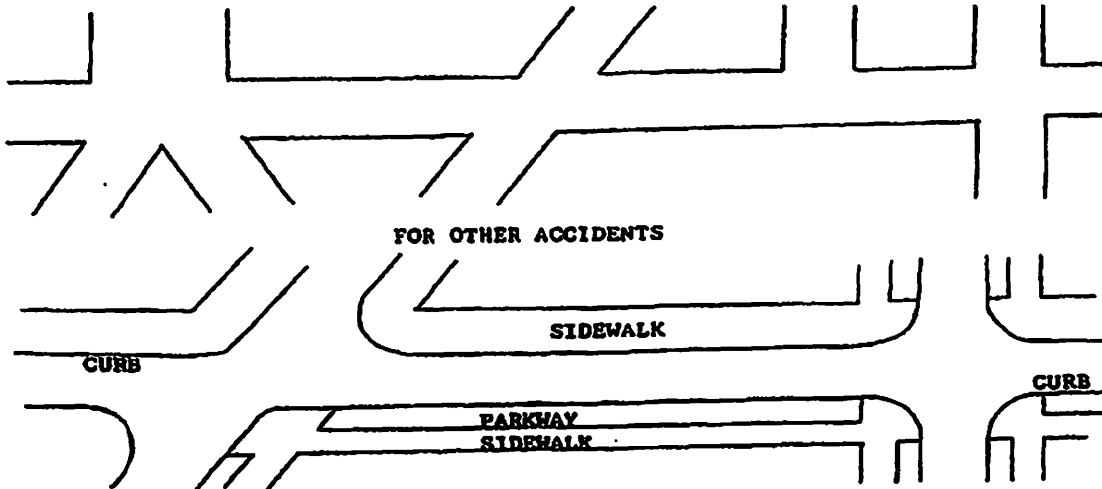
Damaged vehicle (if applicable)

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 Barthel DATE 11/01/2018

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. 330-18-19(R.O. 139-18-19) is a claim from American Family Insurance on behalf of Carol S. Klein alleged damage to her vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

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 Ms. Klein's vehicle by a City of Sheboygan vehicle in the amount of \$2,184.17.

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 \$1,690.17.

ACTION REQUESTED:

Motion to recommend the Common Council file R.C. 330-18-19(R.O. 139-18-19).

ATTACHMENTS:

- I. R.C. 330-18-19(R.O. 139-18-19)

VI

5.26

R. C. No. 330 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 139-18-19 by City Clerk submitting a notice of claim from American Family Insurance on behalf of their insured Carol S. Klein; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
2019-2020*

<u><i>Ronald Ruffin</i></u>	_____
<u><i>James A. Bohrer</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

45

R. O. No. 139 - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a notice of claim from American Family Insurance on behalf of their insured Carol S. Klein.

*Finance +
Personnel
7-8-19 refer to Finance +
Personnel of new council.*

CITY CLERK

18-18



AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
6000 AMERICAN PARKWAY
MADISON WI 53783

OCT 10 '18 PM 1:07
AmFam.com

1-800-MY AMFAM (692-6326)

October 3, 2018

CITY OF SHEBOYGAN
828 CENTER AVE #100
SHEBOYGAN WI 53081-4442

REGARDING THE LOSS FROM SEPTEMBER 24, 2018

Important insurance information required

Please review this information, and complete and return the attached form

Claim number	Date of loss	Our Insured
01-000-928291	9/24/2018	CAROL S KLEIN

We are committed to providing exceptional claims service. We appreciate your cooperation and hope to make this process as quick and easy as possible for all involved.

Our investigation indicates that you may be responsible for the damages incurred by our customer due to the incident that occurred on the above referenced date of loss. We anticipate making payments to our insured. Once payment is made, we intend to seek reimbursement from you or your insurance carrier.

If you have liability insurance that covers these costs, please share this letter with your insurance company. Additionally, **please fill out the attached form and return it in the envelope provided.**

If you do not have liability insurance, you may be personally responsible for repaying the amount for which you are liable. Please notify us if your insurance does not cover these charges, or if you are uninsured.

Once we know the final amount of our claim, we will notify you and/or your insurance company to arrange repayment details.

I am here to assist you with any questions you may have. Please use the contact information listed below to reach me. Thank you.

Kristen Navarro
Subrogation Adjuster
1-800-MYAMFAM (1-800-692-6326) Ext. 45166
knavarro@amfam.com

My Name: _____

My Insurance Company Name: _____

Policy Number: _____

Other Insured Names on my Policy: _____

Agency's Name: _____

Company Address: _____

Company Phone: _____

I have reported this loss to my insurance company. Yes [] No []

I have liability insurance on my policy. Yes [] No []





AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
6000 AMERICAN PARKWAY
MADISON WI 53783

AmFam.com

1-800-MY AMFAM (692-6326)

NOV 14 2018

November 7, 2018

CITY OF SHEBOYGAN
828 CENTER AVE STE 100
SHEBOYGAN WI 53081-4442

REGARDING THE LOSS FROM SEPTEMBER 24, 2018

Important information request

Please review this information, and complete and return the attached form

Claim number	Date of loss	Responsible party	Our insured
01-000-928291	9/24/2018	JASON HARRISON	CAROL S KLEIN

We have made payments to our insured on the above referenced claim. Our investigation shows that you may be responsible for our customer's damage.

As a result, we are seeking reimbursement for damages to date totaling \$2,184.17.

If you have liability insurance that covers these damages, please share this letter with your insurance company. Additionally, please fill out the attached form and return it to our Subrogation Department in the envelope provided.

If you do not have liability insurance, you will be personally responsible for repaying the entire amount. Please notify us if your insurance does not cover these charges, or if you are uninsured, to set up a repayment plan.

Please get back to us as soon as possible. If we do not hear from you within 14 days upon receipt of this letter, we will take the necessary steps, including legal action, to recover our damages.

As the subrogation representative for this claim, I am here to assist you with any questions you may have. Please use the contact information listed below to reach me. Thank you.

Kristen Navarro
Subrogation Adjuster
1-800-MYAMFAM (1-800-692-6326) Ext. 45166
knavarro@amfam.com

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. 18-18

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: CAROL S. KLEIN
 2. Home address of Claimant: 3617 N. 45th STREET
 3. Home phone number: (920) 458-5885
 4. Business address and phone number of Claimant: SAME AS ABOVE
(414) 254-17594 (cell phone)
 5. When did damage or injury occur? (date, time of day) 9/24/2018 at 1:34 p.m.
 6. Where did damage or injury occur? (give full description) INTERSECTION ON
N. 14th STREET / STH 42 SB AT SUPERIOR AVENUE, CITY OF
SHEBOYGAN, SHEBOYGAN COUNTY
 7. How did damage or injury occur? (give full description) SIDESWIPE BY CITY OF
SHEBOYGAN TRAILER BEING PULLED BY CITY OF SHEBOYGAN PICKUP
TRAVELING IN THE SAME DIRECTION
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: _____

200 0100000000 0011110000 0000

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, ONLY VEHICULAR DAMAGE OCCURRING AS A RESULT OF SIDESWIPE

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

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

Auto: \$ 2,184.17

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 2,184.17

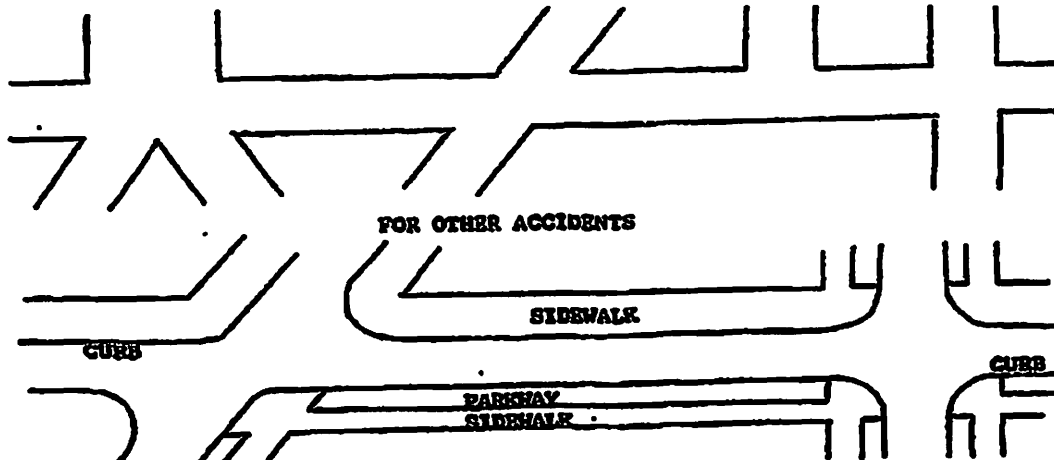
Damaged vehicle (if applicable)

Make: JEEP Model: CHEROKEE LIMITED 4x4 Year: 2017 Mileage: 23,550

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.



SEE ATTACHED POLICE DIAGRAM

SIGNATURE OF CLAIMANT

Carol A. Klein

DATE

10/30/2017

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name:	<u>CAROL S. KLEIN</u>	Auto	\$ <u>2,184.17</u>
Claimant's Address:	<u>3617 N. 45th ST.</u>	Property	\$ _____
	<u>SHEBOYGAN WI 53083</u>	Personal Injury	\$ _____
Claimant's Phone No.:	<u>(414) 254-7594 cell</u>	Other (Specify below)	\$ _____
	<u>920-458-5885 home</u>	TOTAL	\$ <u>2,184.17</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 \$ 2,184.17.

SIGNED Carol S. Klein DATE: 10/30/2018

ADDRESS: 3617 N. 45th St., Sheboygan, WI 53083

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

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"

*** ESTIMATE ***

10/18/2018 11:08 AM

Owner

Owner: Carol Klein
Address: 3617 N 45th St
City State Zip: Sheboygan, WI 53083
Email: car810den@gmail.com

Home/Day: (414)254-7594
Cell: (414)254-7594
FAX:

Inspection

Inspection Date: 10/18/2018 11:10 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

2017 Jeep Cherokee High Altitude 4 DR Wagon
6cyl Gasoline 3.2
9-Speed Automatic

Lic.Plate: 715SVB
Lic Expire:
Veh Insp#:
Condition:
Ext. Color: DEEP CHERRY RED PRL
Ext. Refinish: Two-Stage
Ext. Paint Code: JRP.RP

Lic State: WI
VIN: 1C4PJMSXHW568831
Mileage Type: Actual
Code: J7452D
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

1st Row LCD Monitor(s)
AM/FM Stereo
Anti-Lock Brakes
Auxiliary Audio Input
Bucket Seats
Center Console
Digital Clock
Dual Zone Auto A/C
Electronic Compass
Fender Flares
Halogen Headlights
Heated Power Mirrors
Illuminated Visor Mirror

2nd Row Head Airbags
Active Grille Shutter
Auto Headlamp Control
Black Grille
Cargo/Trunk Net
Cruise Control
Driver Information Sys
Elect. Stability Control
Emergency S.O.S. System
Fog Lights
Head Airbags
Heated Steering Wheel
Intermittent Wipers

4-Wheel Drive
Alarm System
Automatic Dimming Mirror
Bodyside Cladding
Carpeting
Daytime Running Lights
Dual Airbags
Electric Steering
Ext Mirror Turn Signals
Garage Door Opener
Heated Front Seats
Heated W/S Wiper Washers
Keyless Access System

Keyless Entry System	Keyless Ignition System	Knee Air Bags
LED Brake Lights	Leather Seats	Leather Shift Knob
Leather Steering Wheel	Overhead Console	Polished Alloy Wheels
Power Drivers Seat	Privacy Glass	Pwr Accessory Outlet(s)
Pwr Driver Lumbar Supp	Rear Side Airbags	Rear Spoiler
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Remote Starter	Roof Rails	Side Airbags
SiriusXM Satellite Radio	Split Folding Rear Seat	Strg Wheel Radio Control
Theft Deterrent System	Tilt & Telescopic Steer	Tire Pressure Monitor
Touch Screen Display	Traction Control System	Trip Computer
Wireless Audio Streaming		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R						
Strips And Mouldings																
1	E	111	01	Flare,Wheel Opening RT	68210314AE	\$145.00			INC	SM						
Front Bumper																
2	N	29		Frt Bumper Cvr Overhau	Additional Labor				2.2	SM						
3	I	6		Cvr,Front Bumper Up	Repair				3.0*	SM						
4	L	6	13	Cvr,Front Bumper Up	Refinish				3.4	RF						
					2.3 Surface											
					0.6 Two-stage setup											
					0.5 Two-stage											
5	E	15		Cvr,Front Bumper Lwr	68203219AB	\$175.00			3.4	SM						
6	RI	45		Bracket,License Mtg	R & I Assembly				0.2	SM						
Front Body Interior Sheetmetal																
7	RI	139		Skrt,Inner Fender RT	R & I Assembly				0.3	SM						
Wheels																
8	E	961		Wheel,Front RT	5XT121STAA	\$477.00			0.3	SM						
Front Suspension																
9	N	974		Suspension Align,Frnt	Additional Labor				1.5	ME						
Manual Entries																
10	L	M14		Corrosion Protection	Refinish	\$8.00*			0.2*	RF						
11	EC	M17		Cover Car Exterior	Replace Economy	\$5.00*				RF						
12	SB	M22		Tire-Right Front,Balance	Sublet Repair	\$15.00*				SM						
13	SB	M80		Hazardous Waste Removal	Sublet Repair	\$5.00*				SM						
13		Items														
<table border="0"> <tr> <td>MC</td> <td>Message</td> </tr> <tr> <td>01</td> <td>CALL DEALER FOR EXACT PART # / PRICE</td> </tr> <tr> <td>13</td> <td>INCL UDFS 0 6 HOURS FIRST PANFI TWO-STAGF AI I OWANCF</td> </tr> </table>											MC	Message	01	CALL DEALER FOR EXACT PART # / PRICE	13	INCL UDFS 0 6 HOURS FIRST PANFI TWO-STAGF AI I OWANCF
MC	Message															
01	CALL DEALER FOR EXACT PART # / PRICE															
13	INCL UDFS 0 6 HOURS FIRST PANFI TWO-STAGF AI I OWANCF															

Estimate Total & Entries

Gross Parts		\$797.00
Other Parts		\$13.00
Paint & Materials	3.6 Hours @ \$40.00	\$144.00
Parts & Material Total		\$954.00
Tax on Parts & Material	@ 5.500%	\$52.47
Labor	Rate	Repair Hrs
		Total Hrs

		Replace Hrs			
Sheet Metal (SM)	\$60.00	4.2	5.2	9.4	\$564.00
Mech/Elec (ME)	\$75.00		1.5	1.5	\$112.50
Frame (FR)	\$70.00				
Refinish (RF)	\$60.00	3.6		3.6	\$216.00
Labor Total				14.5 Hours	\$892.50
Tax on Labor		@ 5.500%			\$49.09
Sublet Repairs					\$20.00
Tax on Sublet		@ 5.500%			\$1.10
Gross Total					\$1,989.16
Net Total					\$1,989.16

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

Audatex Estimating 8.0.134 ES 10/18/2018 11:15 AM REL 8.0.134 DT 09/01/2018 DB 10/15/2018
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11 HRS WFRF 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
- 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 = Chippguard
- AA = Appearance Allowance
- E = Replace OEM
- OE = Replace PXN OE Sprls
- 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

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081
OFFICE: 920-459-8855 FAX: 920-459-6286 TOLL FREE: 888-459-8855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** FINAL BILL ***

RO# 861527

S2

09/26/2018 02:00 PM
10/26/2018 01:33 PM

Owner

Owner: CAROL S KLEIN
Address: 3617 N 45th St
City State Zip: Sheboygan, WI 53083-2531

Cell: (414)254-7594
Home/Evening: (920)458-5665
Cell: (414)254-7594

Control Information

Claim # : 01000928291-1C
Loss Date/Time: 09/24/2018 07:00 AM
Deductible: \$500.00

Insured Policy # : 4856506607
Loss Type: Collision

Ins. Company: American Family Mutual Insurance Company, S.I.

Insured: CAROL S KLEIN
Address:

Cell: (414)254-7594

Claimant: CAROL S KLEIN
Address: 3617 N 45th St
City State Zip: Sheboygan, WI 53083-2531

Cell: (414)254-7594
FAX:

Inspection

Inspection Date: 09/26/2018 01:58 PM
Inspection Location: Sheboygan Chev/Bulck/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE

Inspection Type: Direct Repair Program

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: Right Front Corner
Driveable: Yes

Secondary Impact:
Rental Assisted: No

Assigned Date/Time:
First Contact Date/Time: 09/26/2018 01:58 PM

Received Date/Time: 09/27/2018 07:05 AM
Appointment Date/Time: 09/27/2018 07:00 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

2017 Jeep Cherokee High Altitude 4 DR Wagon
 Claim #: 01000928291-1C

09/29/2018 02:00 PM
 10/29/2018 01:33 PM

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

FAX: (920)459-6286

Repair Start Date/Time: 10/23/2018 09:37 AM
 Repair Complete Date/Time: 10/26/2018 01:33 PM
 Target Complete Date/Time: 10/26/2018 09:37 AM

Vehicle Drop Off Date/Time: 10/22/2018 07:30 AM
 Vehicle Pick Up Date/Time: 10/26/2018 03:00 PM
 Days To Repair: 4

Vehicle

2017 Jeep Cherokee High Altitude 4 DR Wagon
 6cyl Gasoline 3.2
 9-Speed Automatic

Lic.Plate: 715SVB
 Lic Expire:
 Prod Date:
 Veh Insp# :
 Condition:
 Ext. Color: Deep Cherry Red Crystal
 Pearlcoat
 Ext. Refinish: Two-Stage
 Ext. Paint Code: PRP

Lic State: WI
 VIN: 1C4PJMDXHW568831
 Mileage: 22,320
 Mileage Type: Actual
 Code: J7452D
 Int. Color: Black
 Int. Refinish: Two-Stage
 Int. Trim Code: ALX9

Options - AudaVIN Information Received

- | | | |
|---------------------------------|--------------------------|------------------------------|
| 1st Row LCD Monitor(s) | 2nd Row Head Airbags | 4-Wheel Drive |
| AM/FM Stereo | Active Grille Shutter | Alarm System |
| Anti-Lock Brakes | Auto Headlamp Control | Automatic Dimming Mirror |
| Auxiliary Audio Input | Black Grille | Blind Spot Sensor |
| Bodyside Cladding | Bucket Seats | Cargo/Trunk Net |
| Carpeting | Center Console | Cross Traffic Alert |
| Cruise Control | Daytime Running Lights | Digital Clock |
| Driver Information Sys | Dual Airbags | Dual Zone Auto A/C |
| Elect. Stability Control | Electric Steering | Electronic Compass |
| Emergency S.O.S. System | Ext Mirror Turn Signals | Fender Flares |
| Fog Lights | Garage Door Opener | Halogen Headlights |
| Head Airbags | Heated Front Seats | Heated Power Mirrors |
| Heated Steering Wheel | Heated W/S Wiper Washers | High Definition Radio |
| Illuminated Visor Mirror | Intermittent Wipers | Keyless Access System |
| Keyless Entry System | Keyless Ignition System | Knee Air Bags |
| LED Brakelights | Leather Seats | Leather Shift Knob |
| Leather Steering Wheel | Navigation System | Overhead Console |
| Panorama Sunroof | Polished Alloy Wheels | Power Drivers Seat |
| Privacy Glass | Pwr Accessory Outlet(s) | Pwr Driver Lumbar Supp |
| Rear Side Airbags | Rear Spoiler | Rear View Camera |
| Rear Window Defroster | Rear Window Wiper/Washer | Remote Starter |
| Reverse Sensing System | Roof Rails | Side Airbags |
| SiriusXM Satellite Radio | Split Folding Rear Seat | Strg Wheel Radio Control |
| Theft Deterrent System | Tilt & Telescopic Steer | Tire Pressure Monitor |
| Touch Screen Display | Traction Control System | Trip Computer |
| Wireless Audio Streaming | | |

AudaVIN options are listed in bold-italic fonts

Damages

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

Stripes And Mouldings

1	E	111	01	Flare,Wheel Opening RT	68210314AE	\$145.00	INC	SM	
Front Bumper									
2	N	29		Frt Bumper Cvr Overhau	Additional Labor		2.2	SM	
3	I	6		Cvr,Front Bumper Up	Repair		3.0*	SM	
4	L	6	#	Cvr,Front Bumper Up	Refinish		3.2*	RF	
					2.1 Surface				
					0.6 Two-stage setup				
					0.5 Two-stage				
				# = 10, 13					
				>> PARTIAL REFINISH WITHIN PANEL BOUNDRIES, FULL CLEAR					
5	E	15		Cvr,Front Bumper Lwr	68203213AB	\$175.00	3.4	SM	
6	RI	45		Bracket,Licence Mtg	R & I Assembly		0.2	SM	

Front Body And Windshield

7	I	104		Fender,Front RT	Repair		S1	3.0*	SM
				High Strength Steel					
8	L	104	10	Fender,Front RT	Refinish		S1	2.5*	RF
					2.0 Surface				
					0.5 Two-stage				
				>> PARTIAL REFINISH WITHIN PANEL BOUNDRIES, FULL CLEAR					

Front Body Interior Sheetmetal

9	RI	139		Skirt,Inner Fender RT	R & I Assembly			0.3	SM
---	----	-----	--	-----------------------	----------------	--	--	-----	----

Wheels

10	PC	981		Wheel,Front RT	Replace PXN Reconditioned	\$373.00		0.3	SM
				>> Blackburn Hubcaps and Wheels 800-981-8321					
				>> 8190 Roll and hold Parkway					
				>> Macedonia OH 44056					
				>> Quote# 111537705206631, Stock# 124, Paul x117					
11	E	1931		Valve Stem	2073355	\$25.95*	S1		SM
				>> #68206635AB					

Front Suspension

12	I	974		Suspension Align,Frt	Sublet Repair	\$52.95*			ME
----	---	-----	--	----------------------	---------------	----------	--	--	----

Manual Entries

13	EC	M03		Flex Additive	Replace Economy	\$4.00*			RF
14	I	M14		Corrosion Protection	Sublet Repair	\$5.00*			SM
15	EC	M17		Cover Car Exterior	Replace Economy	\$5.00*			SM
16	SB	M22		Tire-Right Front,Balance	Sublet Repair	\$15.00*			SM
17	SB	M60		Hazardous Waste Removal	Sublet Repair	\$3.00*			SM
17		Items							

MC Message

- 01 CALL DEALER FOR EXACT PART # / PRICE
- 10 INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
- 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts		\$345.95	
Other Parts		\$382.00	
Paint & Materials	5.7 Hours @ \$38.00	\$216.60	
Parts & Material Total			\$944.55
Tax on Parts & Material	@ 5.500%		\$51.95

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs
-------	------	-------------	------------	-----------

CBS 20181015 09:02:16 012

2017 Jeep Cherokee High Altitude 4 DR Wagon
Claim #: 0100928291-1C

09/29/2018 02:00 PM
10/23/2018 01:33 PM

Sheet Metal (SM)	\$58.00	4.2	8.2	12.4	\$719.20
Mech/Elec (ME)	\$58.00				
Frame (FR)	\$58.00				
Refinish (RF)	\$58.00	5.7		5.7	\$330.60

Labor Total			18.1 Hours		\$1,049.80
Tax on Labor		@ 5.500%		\$57.74	
Sublet Repairs				\$75.95	
Tax on Sublet		@ 5.500%		\$4.18	
Gross Total					\$2,184.17
Less: Deductible					\$500.00-
Net Total					\$1,684.17
Less: Previous Net Total					\$1,684.17-
Net Supplement Total (Final Bill)					\$0.00

Alternate Parts Y/00/00/00/00/00 CUM 01/01/00/00/00 Zip Code: 53081 AM FAM CAPA
Recycled Parts NOT APPLICABLE
Rate Name Default

Audatex Estimating 8.0.555 S2 10/26/2018 01:44 PM REL 8.0.555 DT 09/01/2018 DB 10/15/2018
© 2018 Audatex North America, Inc.

1.6 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 | 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 = RECYCLED PART |
| 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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*** SUPPLEMENT RECONCILIATION ***

Supplement S2

Claim # : 01000928291-1C
File # :
Insured: CAROL S KLEIN
Owner Name: CAROL S KLEIN
Appraiser Name: Cliff Netzer
Vehicle: 2017 Jeep Cherokee High Altitude 4 DR Wagon

Insured Policy # : 4856506607
Claim Rep:
Inspection Date/Time: 09/26/2018 01:58 PM

Actual Supplement 2 Net Total

\$0.00+

Summary				
	Net Total	Date	Time	Appraiser
Supplement 1	\$1,684.17	10/23/2018	09:37 AM	Cliff Netzer
Supplement 2	\$1,684.17	10/26/2018	01:33 PM	Cliff Netzer



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Financials (Total Incurred: \$1,690.17): Checks

Request Check/Draft Copy											
Check Number	Pay To	Payment Method	Net Amount	Issue Date	Scheduled Send Date	Status	Bulk Invoice	Deductible Applied	Service Period Start	Service Period End	Date of Reconciliation
0000045154	AUDATEX	Check	\$0.00	10/05/2018	10/05/2018	Cleared	AUDX3907	-			10/23/2018
0001025938	SHEBOYGAN CHEVROLET CADILLAC INC	Check	\$1,684.17	10/31/2018	10/31/2018	Issued		\$500.00			

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

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 11:34

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.
3836 CALUMET AVE.
MANITOWOC, WI 54220
OFFICE: 920-682-8867 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: 3836 CALUMET AVE.
City State Zip: MANITOWOC, WI 54220
Email: billsautocustom@gmail.com

Contact:
Work/Day: (920)682-8867
FAX: (920)682-9903

Target Complete Date/Time:

Days To Repair: 1

Vehicle

2006 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: N6644C
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 W/Tape
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 >> PAINTLESS DENT REPAIR	Sublet Repair	\$150.00*				SM
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		
			Hrs			
Sheet Metal (SM)	\$60.00		0.6	0.6	\$36.00	
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

Handwritten notes in the top right corner, including the number 112.

... = Student Repair
... = Repair
... = R & L Assembly
... = R & L Assembly

... = Student Repair
... = Repair
... = R & L Assembly
... = R & L Assembly

... = Student Repair
... = Repair
... = R & L Assembly
... = R & L Assembly

Horizontal line of text across the page, possibly a header or separator.

Horizontal line of text across the page, possibly a header or separator.

Horizontal line of text across the page, possibly a header or separator.

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

EC = Replace Economy
ET = Partial Replace Labor
TE = Partial Replace Price
L = Refinish
TT = Two-Tone
BR = Blend Refinish
CG = Chipguard
AA = Appearance Allowance

OE = Replace PXN OE Srpls
EP = Replace PXN
PM = Replace PXN Reman/Reblt
PC = Replace PXN Reconditioned
SB = Sublet Repair
I = Repair
RI = R & I Assembly
RP = Related Prior Damage



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

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

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

RECEIVED BY MKC. FEB 26 '19 PM 12:10

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: Zachary 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 T. Felsing

Auto \$ 3,525.25

Claimant's Address: 1746 N 9th street

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. (920) 377-6808

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

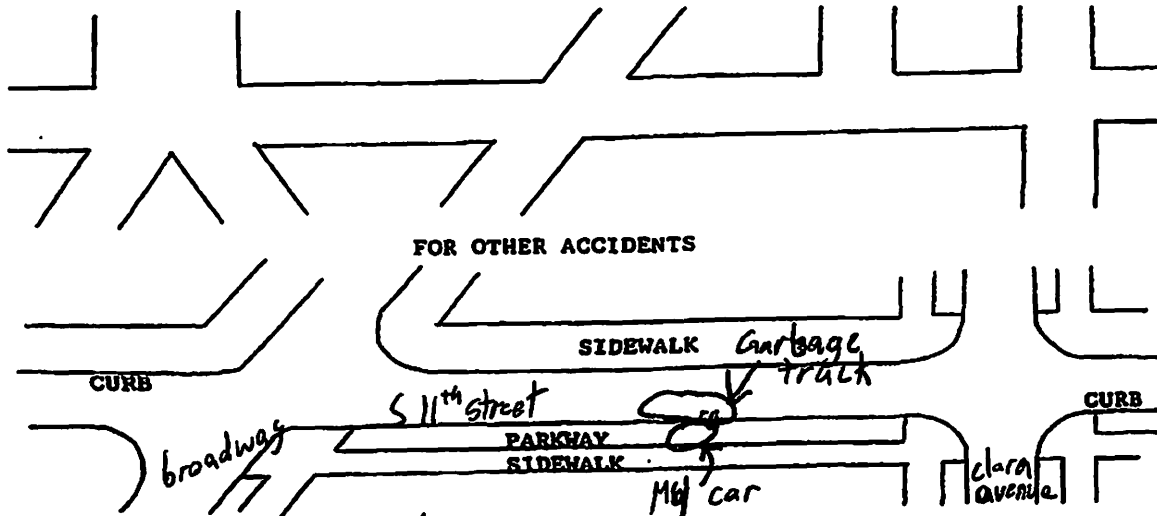
Damaged vehicle (if applicable)

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

[Handwritten 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 Felsing
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	56		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	Applique,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 Up LT	Replace Recycled	INC*	0.2	SM	
21	L	358	Hinge,Front Door Up 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,Rr 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	\$6.50*		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
Parts & Material Total	\$556.00
Tax on Parts & Material	@ 5.500%
	\$1,637.47
	\$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/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
Rate Name Default

Audatex Estimating 8.0.643 ES 02/08/2019 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 | ^ = 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/Rebld |
| 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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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.Plates: 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
Stripes 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	1799	Speaker,Front Door LT	R & I Assembly			0.2	SM
11	EU	207	46 Door Assembly,Front LT	Replace Recycled	\$300.00*	+25.00	3.0	SM
>> TOM@CLEVELAND AUTO Door Shell,Front LT Refinish								
12	L	207		2.4 Surface			4.1	RF
				1.0 Edge				
				0.7 Two-stage				
13	RI	1127	Panel,Frt 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 0.6 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 \$492.00
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.C. 337-18-19(R.O. 202-18-19) is a claim from Calumet Diner, Inc. for unlawful 2018 Personal Property taxes.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

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 unlawful 2018 Personal Property taxes for Calumet Diner, Inc.

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 \$1,741.79.

ACTION REQUESTED:

Motion to recommend the Common Council file R.C. 337-18-19(R.O. 202-18-19)

ATTACHMENTS:

- I. R.C. 337-18-19(R.O. 202-18-19)

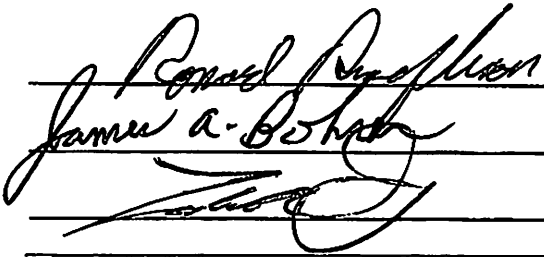
VI

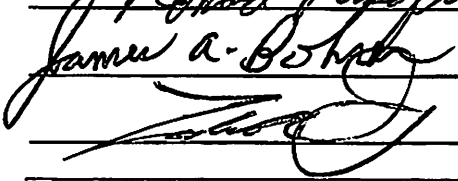
5.33

R. C. No. 337 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 202-18-19 by City Clerk submitting a claim from Christina Latifi for alleged unlawful Personal Property Tax for 2018 for Calumet Diner, Inc.; 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. 202 - 18 - 19. By CITY CLERK. January 7, 2019.

Submitting a claim from Christina Latifi for alleged unlawful Personal Property Tax for 2018 for Calumet Diner, Inc.

~~finances~~
personal
48.19 refer to finances
presented by new council

CITY CLERK

22-18
MKC
DEC 28 '18 PM 2:03

HARRY'S DINER
2504 Calumet Drive
Sheboygan, WI 53083
(920) 458-5200

City Clerk's Office
828 Center Avenue
Sheboygan, WI 53081

Re: Unlawful Tax of 2018 Personal Property Tax
Calumet Diner, Inc. Parcel #59281810037P

We believe we are unlawfully being charged additional Personal Property Tax for 2018.

I have attached the current Personal Property Tax bill for 2018 as well as the Personal Property Tax statement we filed March 2018.

Our values have not changed much. We did not purchase any additional equipment and as you can see our taxes have increased enormously. Our taxes in 2017 were \$523.94 and this year they are \$2,460.61. This is \$1,936.67 too much!

I request that you review this and I request a refund of the additional charges. We will be making the full payment before the due date.

If you need any additional information please contact me ASAP.

Thank you,



Christina Latifi
(920) 889-0635 - Cell

PERSONAL PROPERTY TAX BILL FOR 2018

Bill #: 158
 Parcel #: 59281810037P
 Alt. Parcel #:
 CALUMET DINER, INC.
 2504 CALUMET DR
 SHEBOYGAN WI 53083-4539

CITY OF SHEBOYGAN
 To view payments, property
 information, and maps go to
treasurer.sheboygancounty.com

Total Due For Full Payment

By January 31, 2019
 \$2,460.61
 -- OR --

Pay First Installment

By January 31, 2019
 \$2,460.61

Make Check Payable and Mail to:
 CITY OF SHEBOYGAN
 MARTY HALVERSON, FINANCE DIR
 828 CENTER AVENUE
 SHEBOYGAN WI 53081
 920-459-3311



Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	In person payments should be made at one of the 4 Wisconsin Bank & Trust locations in Sheboygan.	Wisconsin Bank & Trust Lobby 4210 Highway 42 North, Sheboygan	Bring tax bill and payment. Mon-Fri - 6:00 to 4:00
		655 S Taylor Drive, Sheboygan	No Set collection.
		604 N 6th Street, Sheboygan	No Drive-thru Payments.
		3220 S Business Drive, Sheboygan	Closed 12/24/18 at 12:30.
			12/25/18, 01/01/19 and 01/21/19.

Other Drop Off Sites: None
Drop Box: Located at Temporary City Hall - 608 N. 9th Street, Sheboygan
Dates Municipally Closed: 12/24/18, 12/25/18, 12/31/18, 1/1/19
Online Payments: www.sheboyganwi.gov - Click on property tax payment options banner on homepage. NOTE: Services fees will apply.
Other information: Email tax questions and receipt requests to: taxinfo@sheboyganwi.gov
Telephones: 920-459-3311



**STATE OF WISCONSIN
 PERSONAL PROPERTY TAX BILL FOR 2018
 CITY OF SHEBOYGAN
 SHEBOYGAN COUNTY**

BILL NO. 158
 Correspondence should refer to parcel number
PARCEL#: 59281810037P

SEQ# 790

Property Address
 2504 CALUMET DR

Assessed Value Land Personal	Ass'd Value Improvements Property	Total Assessed Value 96,450	Avg. Assmt. Ratio 0.9048	Est. Fair Mkt. Land Personal	Est. Fair Mkt. Improvements Property	Total Est. Fair Mkt. 106,600	A star in this box means unpaid prior year taxes																																																																																
<table border="1"> <thead> <tr> <th>Taxing Jurisdiction</th> <th>2017 Est. State Aids Allocated Tax Dist.</th> <th>2018 Est. State Aids Allocated Tax Dist.</th> <th>2017 Net Tax</th> <th>2018 Net Tax</th> <th>% Tax Change</th> <th>Gross Property Tax</th> <th>2,460.61</th> </tr> </thead> <tbody> <tr> <td>STATE OF WISCONSIN</td> <td></td> <td></td> <td></td> <td>0.00</td> <td></td> <td></td> <td></td> </tr> <tr> <td>SHEBOYGAN COUNTY</td> <td>1,666,451</td> <td>1,683,104</td> <td>115.54</td> <td>546.34</td> <td></td> <td></td> <td></td> </tr> <tr> <td>CITY OF SHEBOYGAN</td> <td>13,335,856</td> <td>13,418,661</td> <td>205.55</td> <td>955.76</td> <td></td> <td></td> <td></td> </tr> <tr> <td>SHEBOYGAN</td> <td>58,520,424</td> <td>59,766,611</td> <td>184.80</td> <td>873.49</td> <td></td> <td></td> <td></td> </tr> <tr> <td>LTC</td> <td>2,827,594</td> <td>2,897,907</td> <td>18.05</td> <td>85.02</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Total</td> <td>76,350,325</td> <td>77,766,283</td> <td>523.94</td> <td>2,460.61</td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>First Dollar Credit</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Lottery & Gaming Credit</td> <td></td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td>Net Property Tax</td> <td></td> <td>523.94</td> <td>2,460.61</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>							Taxing Jurisdiction	2017 Est. State Aids Allocated Tax Dist.	2018 Est. State Aids Allocated Tax Dist.	2017 Net Tax	2018 Net Tax	% Tax Change	Gross Property Tax	2,460.61	STATE OF WISCONSIN				0.00				SHEBOYGAN COUNTY	1,666,451	1,683,104	115.54	546.34				CITY OF SHEBOYGAN	13,335,856	13,418,661	205.55	955.76				SHEBOYGAN	58,520,424	59,766,611	184.80	873.49				LTC	2,827,594	2,897,907	18.05	85.02				Total	76,350,325	77,766,283	523.94	2,460.61					First Dollar Credit								Lottery & Gaming Credit								Net Property Tax		523.94	2,460.61				
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School taxes reduced by school levy tax credit \$ 190.15	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.			Net Assessed Value Rate (Does NOT reflect credits) 0.025511878	TOTAL DUE FOR FULL PAYMENT PAY BY January 31, 2019 ▶ \$ 2,460.61		Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.																																																																																

CALUMET DINER, INC.
 2504 CALUMET DR
 SHEBOYGAN WI 53083-4539

RETAIN THIS PORTION AS YOUR COPY
SEE REVERSE SIDE FOR IMPORTANT INFORMATION

FOR INFORMATIONAL PURPOSES ONLY
 - Voter Approved Temporary Tax Increases
 Taxing Jurisdiction SHEBOYGAN

Total Additional Taxes Applied to Property	Year Increase Ends
586,149.00	2037
24.39	

PA-5072 (R. 6-15)

Due Date
Mar 1, 2018

2018 Prepared Statement of Personal Property

Subject to Assessment January 1, 2018

2018

Who must file: Every person, firm or corporation as defined in section 70.35 WI Statutes receiving from the assessor a return of personal property, must submit such return to the assessor on or before March 1. Once filed, this return becomes a confidential record of the assessor's office.

Failure to file: If you fail to file, your local assessor will estimate your property's value using the best information available. You will also be denied appeal rights with the Board of Review under state law Section 70.35(4) WI Statutes.

Property owner (or in his/her charge as agent, consignee, or other representative capacity):

COPY

Calumet Diner, Inc.
d.b.a. Harry's Diner
2504 Calumet Dr
Sheboygan, WI 53083

- Sole proprietorship
- Partnership
- Corporation
- LLC
- LLP

FEIN: 80-0056349

Account # 59281810037

Property addr: 2504 Calumet Dr

Municipality: City of Sheboygan

County: Sheboygan

Business activity: Restaurant

Status Change	<input type="checkbox"/> Business moved out of municipality (indicate new address on right)	New Owner	Name: _____
	<input type="checkbox"/> Business sold (indicate new owner & address to the right)		Address: _____
	<input type="checkbox"/> Business discontinued		City, ST, Zip: _____
	Date business status changed: _____		Phone: _____
			Email: _____

Schedule A - Summary of Personal Property as of January 1, 2018

Schedule A is the summary of all taxable personal property from Schedules B through H. The total of the column titled 'Assessable Property' is your declaration of personal property subject to tax within this municipality. Do not write "SALY" for "Same as Last Year"; forms must be filled out completely.

Property Description	Assessable Property
Boats and other watercraft (Schedule B)	\$
Furniture, fixtures and office equipment (Schedule D)	\$ 27066
Multifunction faxes, copiers, postage meters, phone systems, etc (Schedule D-2)	\$
Improvements on leased land (Schedule E)	\$
Supplies (Schedule G)	\$
Other personal property (Schedule H)	\$ 1110
Total assessable (may not include all buildings on leased land if assessor has not determined value)	\$ 28176

I, the undersigned declare under penalties of law that I have personally examined this return and its completed schedules. To the best of my knowledge and belief, this return is true, correct and complete.

Owner's name (please print) <u>Calumet Diner Inc</u>		Preparer's name (if other than owner) (please print) <u>Tracy L. Frig</u>	
Owner's mailing address (if different than above)		Preparer's mailing address <u>2504 Fourth St. Peru, IL 61354</u>	
Owner's signature 	Date signed <u>2-1-18</u>	Preparer's signature 	Date signed <u>2-1-18</u>
Owner's phone number <u>920-458-5200</u>	Owner's fax number	Preparer's phone number <u>815-224-2298</u>	Preparer's fax number
Owner's email address		Preparer's email address <u>tracy@mmt-cpa.com</u>	

Return to: assessor.pp@sheboyganwi.gov - or - City of Sheboygan Assessment Department, 828 Center Ave Ste 302 Sheboygan, WI 53081	If you have any questions about this form, please contact: Department of Assessment (920)459-3388
--	---

Schedule B - Boats and Watercraft

Report all boats and watercraft subject to general property taxation. Review the *Composite Conversion Factors and Composite Useful Lives Table* at www.revenue.wi.gov/pages/report/p.aspx#personal to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2018.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Conversion Factor	Declared Value on Jan 1, 2018
Use additional sheets of necessary					Total declared value (enter here and on Schedule A)

Schedule C - Machinery, Tools and Patterns

Report all machinery and shop equipment. Use the costs shown from your accounting records. Summarize the original asset costs by acquisition year as of January 1, 2017. Enter these costs in column 2. Enter any additions or deletions by acquisition year in column 3.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2017 by Year Acquired	column 3 Additions, Disposals and Transfers During 2017 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2018 by Year Acquired	column 5 Conversion Factor (10 year)	col 4 x col 5 Declared Value on Jan 1, 2018
These assets are no longer reported.					
Total cost					

Schedule D - Furniture, Fixtures and Office Equipment

Report all furniture, fixtures and office equipment such as office, store and professional furniture, fixtures and equipment, business and professional libraries and other assets related to the sales and administration of your business. Original costs shown in columns 2 and 4 should include all costs of installation, freight, add-ons, and sales tax.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2017 by Year Acquired	column 3 Additions, Disposals and Transfers During 2017 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2018 by Year Acquired	column 5 Conversion Factor (10 year)	col 4 x col 5 Declared Value on Jan 1, 2018
2017	\$0	8334	8334	0.925	7709
2016				0.786	
2015				0.668	
2014				0.574	
2013	\$2,078		2078	0.497	1033
2012	\$5,646		5646	0.426	2405
2011				0.370	
2010				0.318	
2009	\$13,393		13393	0.270	3616
2008	\$7,661		7661	0.238	1823
Prior to '08	\$75,939		75939	0.138	10480
Total cost	\$104,717				Total declared value (enter here and on Schedule A) 27066

**Schedule D1 - Exempt Computer Equipment & Software (Owned),
Cash Registers & Single Function Fax Machines**

Do not report custom software. Report mainframe computers, minicomputers, personal computers, networked personal computers, servers, terminals, monitors, disk drives, electronic peripheral equipment, tape drives, printers, basic operational programs, systems software, prewritten software, ATMs, cash registers and single function fax machines. Review the *Computer Exemption Guidelines for Assessors and Property Owners* (www.revenue.wi.gov/pubs/sif/compexgd.pdf).

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2017 by Year Acquired	column 3 Additions, Disposals and Transfers During 2017 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2018 by Year Acquired	column 5 Conversion Factor (4 year)	col 4 x col 5 Declared Value on Jan 1, 2018
These assets are no longer reported.					
Total cost					

Note: Per state law (Sec 70.36(1M) Wisc Stats) any person, firm or corporation that fails to include information on exempt property under Section 70.11(39) and (39m) will owe \$10 for every \$100 or major fraction that is not reported (Sec 70.35 Wisc Stats).

Schedule D2 - Multifunction Faxes, Copiers, Postage Meters, Telephone Systems and Computerized Equipment

Report all multifunction fax machines, copiers, postage meters, telephone systems (PBXs) and equipment with embedded computerized components.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2017 by Year Acquired	column 3 Additions, Disposals and Transfers During 2017 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2018 by Year Acquired	column 5 Conversion Factor (6 year)	col 4 x col 5 Declared Value on Jan 1, 2018
2017	\$0			0.875	0
2016				0.656	
2015				0.492	
2014				0.373	
2013				0.285	
2012				0.216	
Prior '12				0.122	
Total cost					Total declared value (enter here and on Schedule A)

Schedule E - Buildings on Leased Land

Report buildings, structures and other improvements which you own, but which are located on land that you do not own. They will be valued in the same manner as improvements located on land that is owned by you.

Year Asset Acquired	Description of Building	Property Address	Value on Jan 1, 2018 (Determined by Assessor)
Total declared value (enter here and on Schedule A)			

Use additional sheets if necessary

Schedule F - Leased Equipment (Property in Charge of But Not Owned)

Report all leased equipment such as business furniture, fixtures, equipment, machines, postage meters, tools, advertising devices and similar items loaned, leased, stored or otherwise held and not owned by you. Leased equipment will be assessed to the lessor (leasing company). Unlike all other schedules, the total value of all leased equipment is not reported on schedule A.

Name and Address of Leasing Company (Owner)	Lease Number	Type of Equipment	Year Installed	Full Value When Installed	Useful Life (Years)

Schedule G - Supplies

Report your supplies inventory. Report items that are in your possession on January 1, 2018 and are expensed and not subject to resale but are necessary in the conduct of business and are consumed in the operations of providing customer services. Supplies include items used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning.

Total supplies inventory on Jan 1, 2018. Do not itemize. Enter here and on Schedule A.	
---	--

Schedule H - All Other Personal Property, Leasehold Improvements, Signs, Billboards, Logs and Forest Products, Improvements on Exempt, Forest Crop or Managed Forest Land

Report all leasehold improvements and other personal property not reported on other schedules: Report improvements on exempt land and privately owned structures, billboards, cable television towers or special taxed land. Leasehold improvements are any alterations, additions, or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in column 3. Also include logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing that type of property. Exclude merchant's or manufacturing stock.

Review the *Composite Conversion Factors and Composite Useful Lives Table* at www.revenue.wi.gov/pages/report/p.aspx#personal to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2018.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Conversion Factor	Declared Value on Jan 1, 2018
2017	Ragone parking lot	1200	10	.925	1110
Use additional sheets if necessary					Total declared value (enter here and on Schedule A)
					1110

Rents

Please provide the following information for each location where you rent space. Use additional sheets if necessary.

Address of Property that You Rent	Area Rented (SF)	Annual Rent (\$)	Lease Begins	Lease Ends
2504 Calumet Dr				
If your rent is based on your sales, enter the % of sales you pay in rent: _____ % Enter the minimum rent: \$ _____				
Rent includes: <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Heat <input type="checkbox"/> Parking <input type="checkbox"/> Real estate taxes <input type="checkbox"/> Common area maintenance <input type="checkbox"/> Other: _____				

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 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. 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 file R.O. 7-19-20.

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.

CITY CLERK

*Finance
Personnel*

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 Ahlerson
- (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

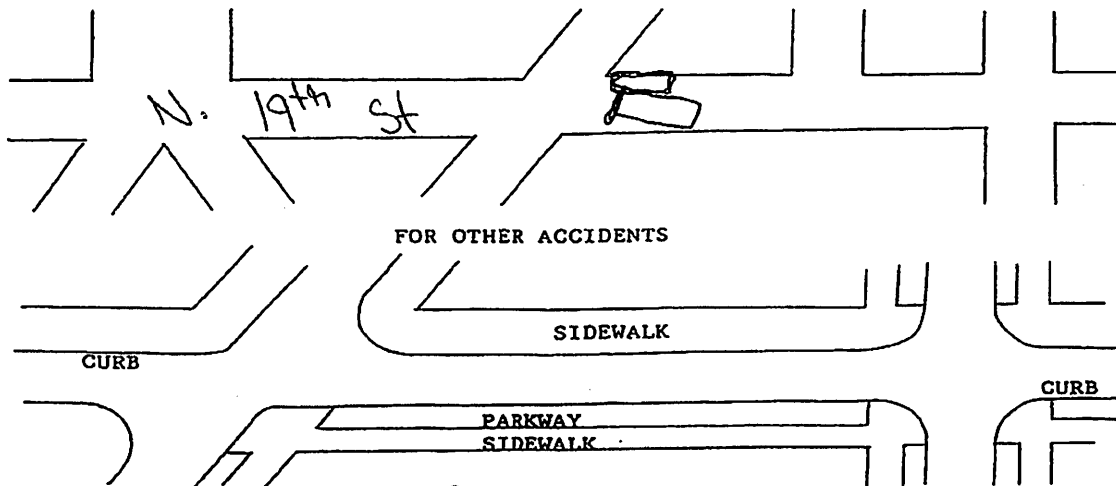
Damaged vehicle (if applicable)

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

MLC

Todd Rautmann
Second Look Inc. A/S/O State Farm Insurance CLAIM

CLAIM NO. 47-1463-W07

File: 68039

Claimant's Name: Erin Occhiogrosso

Auto \$ 272.56

Claimant's Address: 360 Motor Pkwy, Ste 500

Property \$

Hauppauge, 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: Erin Occhiogrosso

SIGNED Erin Occhiogrosso

DATE: 4/19/2019

ADDRESS: 360 Motor Pkwy, Suite 500, Hauppauge 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		DOT Document Number G7L0DCL4G5		Document Override Number	
Agency Accident Number				Police Number C19-01857					
4 - Accident Date 01/28/2019		5 - Time of Accident (Military Time) 1738		6 - Total Units 2		7 - Total Injured 0		8 - Total Killed 0	
2 - County SHEBOYGAN - 59		3 - Municipality SHEBOYGAN - 61, CITY				11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.	14 - On Street Name N 19TH ST			14 - Bus/Frn/Rmp		15 - Est. Dist 149	F/M/I F	15 - Hwy. Dir SOUTH	
16 - Frn/Al Hwy No.	16 - Frn/Al Street Name CLEVELAND AVE				16 - Business/Frontage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude 43.766711525845		13 - Longitude -87.73147041360			
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				93 - Manner of Collision SIDESWIPE, OPPOSITE DIRECTION					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type BLACKTOP (BITMINOUS) - 2			
115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY-TRAFFIC)									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DARK-NOT-LIGHTED			116 - 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"/> 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		76 - E M S Number			

Operator/Pedestrian

Und Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT		23 - Dir Of Travel SOUTH		24 - Speed Limit 25	
28 - Operating as Classified C		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number A5361107018607		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	25 - Suffix	
32 - Date Of Birth 05/28/1970		33 - Sex M					
26 - Address Street & Number 1915 N 23RD ST						26 - PO Box	
27 - City SHEBOYGAN			27 - State WI	27 - Zip Code 53081		28 - Telephone Number 920-226-0969	
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		82 - Pedestrian Location		92 - Pedestrian Action			
119 - What Driver Was Doing GOING-STRAIGHT			120 - Traffic Control NO-CONTROL			62 - No. of Citations Issued 0	
84 - 1st Statute No.	84 - 2nd Statute No.	84 - 3rd Statute No.	84 - 4th Statute No.	84 - 5th Statute No.			
122 - Driver Factors OTHER							
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

PK2011

81 - Drugs Reported
124 - Highway Factors

Vehicle

VEHICLE 01	21 - Unit Type TRUCK	Vehicle Type SNOWPLOW			22 - Total Occupants 1	
	56 - Licensed Plate Number 74103	57 - Plate Type MUN	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1HTWXAH747J527797	
	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	88 <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 DEPARTMENT OF PUBLIC WORKS				
	47 - Address Street & Number 2026 NEW JERSEY AVE			47 - PO Box	
	48 - City SHEBOYGAN	48 - State WI	48 - Zip Code 53081	49 - Telephone Number 920-458-3440	

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 Travelling 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	24 - Speed Limit 25
36 - Operating as Classified D	37 - Endorsements	35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number R3558165848209	30 - State WI	31 - Expiration Year 2023	34 - On Duty Accident
25 - Operator/Pedestrian Last Name RAUTMANN		25 - First Name TODD	25 - Middle Initial RONALD
32 - Date Of Birth 12/22/1968	33 - Sex M		
26 - Address Street & Number 2005A N 19TH ST			28 - PO Box

PK2011

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/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - 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								

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE			Vehicle Type PASSENGER-CAR			22 - Total Occupants 1	
	56 - License Plate Number 602PUJ		57 - Plate Type AUT	58 - State WI	59 - Exp Year	55 - Vehicle Identification Number 1C3CDFAA8GD624387		
	50 - Year 2016	51 - Make DODG	52 - Model DART	53 - Body Style SD		54 - Color BLK	100 - Skidmarks to Impact (F)	
	84 - Vehicle Damage FRONT DRIVER SIDE							
	95 - Extent Of Damage MINOR		<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 RAUTHMANN			46 - First Name TODD		46 - 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		48 - Telephone Number		

Insurance

INS 02	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 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 1/28/2019, UNIT 1 WAS DRIVING SB 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	125 - First Name BRYAN	125 - Middle Initial K	131 - Officer ID 458
	129 - Law Enforcement Agency No. 5951	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 920-459-3333
	132 - Date Notified 01/28/2019	133 - Time Notified (Military Time) 1739	134 - Time Arrived (Military Time) 1745	135 - Date Of Report 02/12/2019
	Agency Accident Number	Police Number C18-01857	19 - Special Study	
	18 - Agency Space ID WI DL			

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

*** 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-W2901
Loss Date/Time: 01/28/2019 06:00 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	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Front Doors									
1	EU	229		Mirror,Outer R/C LT	RECYCLED PART	\$75.00*	+25.00	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%		\$7.66
Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$58.00	0.8		0.8	\$46.40	
Mech/Elec (ME)	\$105.00					
Frame (FR)	\$60.00					
Refinish (RF)	\$58.00	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://sifm.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 Srpls
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 = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	RP = RP-RELATED PRIOR	

	<p>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.</p> <p>© 2019 Audatex North America, Inc. AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.</p>	
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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	06:58 AM	Cliff Netzer
Supplement 1	\$22.56	02/02/2019	08:35 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>
105409603K	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. 64-19-20 is a claim from Jon Erlie for alleged damages to his vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

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. Erlie'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 \$2,485.85.

ACTION REQUESTED:

Motion to recommend the Common Council file R.O. 64-19-20.

ATTACHMENTS:

- I. R.O. 64-19-20

II

3.2

R. O. No. 64 - 19 - 20. By CITY CLERK. August 19, 2019.

Submitting a claim from Jon Erlie for alleged damages to his vehicle when it was struck by a City garbage truck.

*Finance
Personnel*

CITY CLERK

DATE RECEIVED 8-13-19

RECEIVED BY MKC AUG 13 '19 AM 9:30

CLAIM NO. 9-19

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: Jon Erlie

2. Home address of Claimant: 541 Humboldt Ave

3. Home phone number: 920.918.3436

4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 7.26.2019 @ 9:34 am

6. Where did damage or injury occur? (give full description) Damage occurred in front of my home on Humboldt Ave

7. How did damage or injury occur? (give full description) City garbage truck backed up into my vehicle on the driver side door tearing a hole into the door and damaging the sill on the inside of the vehicle on the driver side door

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

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

(b) Claimant's statement of the basis of such liability: Authorities informed that the city employees informed the authorities after damage occurred

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

11. Name and address of any other person injured:

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

Auto: \$ 3051.37 and 2485.85 2 estimates
Property: \$
Personal injury: \$
Other: (Specify below) \$
TOTAL \$ 3051.37 and 2485.85 2 estimates

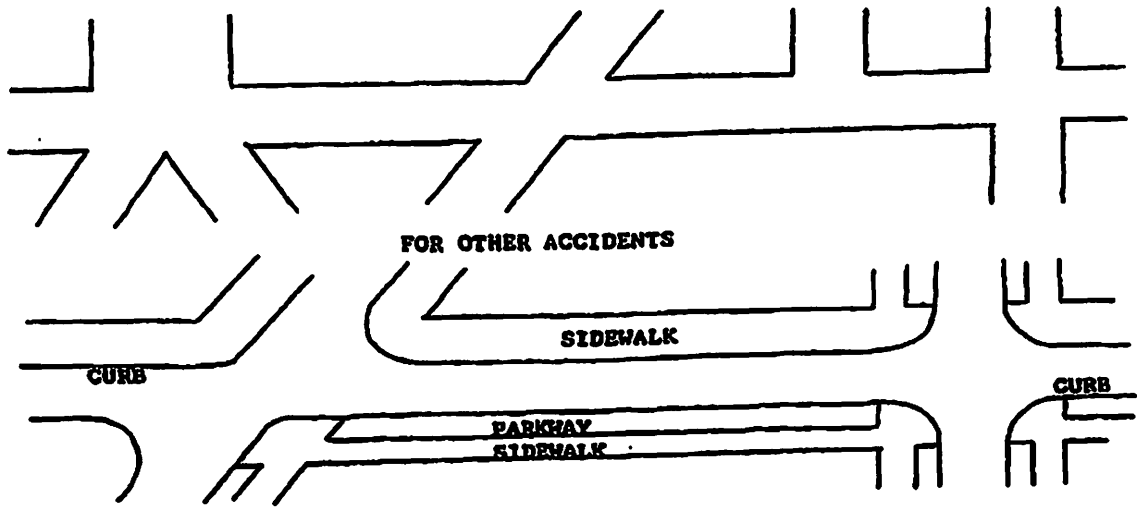
Damaged vehicle (if applicable)

Make: Subaru Model: Legacy Year: 2015 Mileage: 99,800

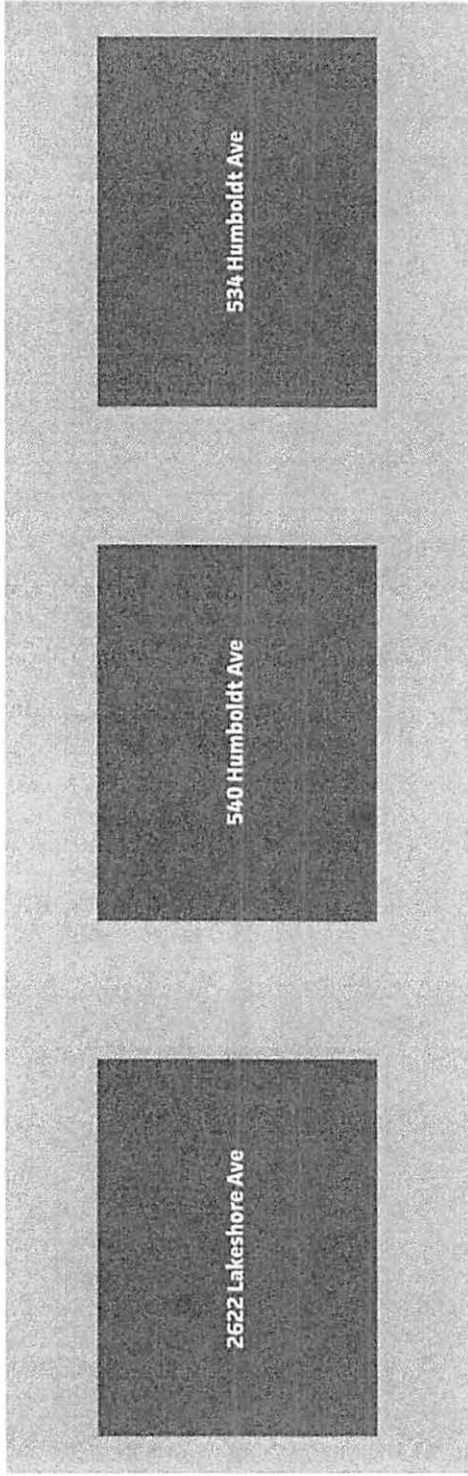
Names and addresses of witnesses, doctors and hospitals:

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.

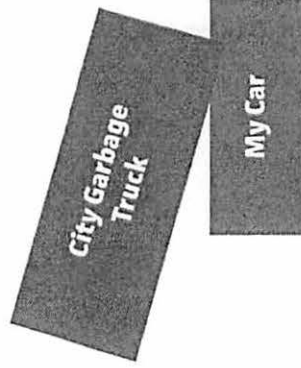
NOTE: If diagrams below do not fit the situation, attach proper diagram and sign.



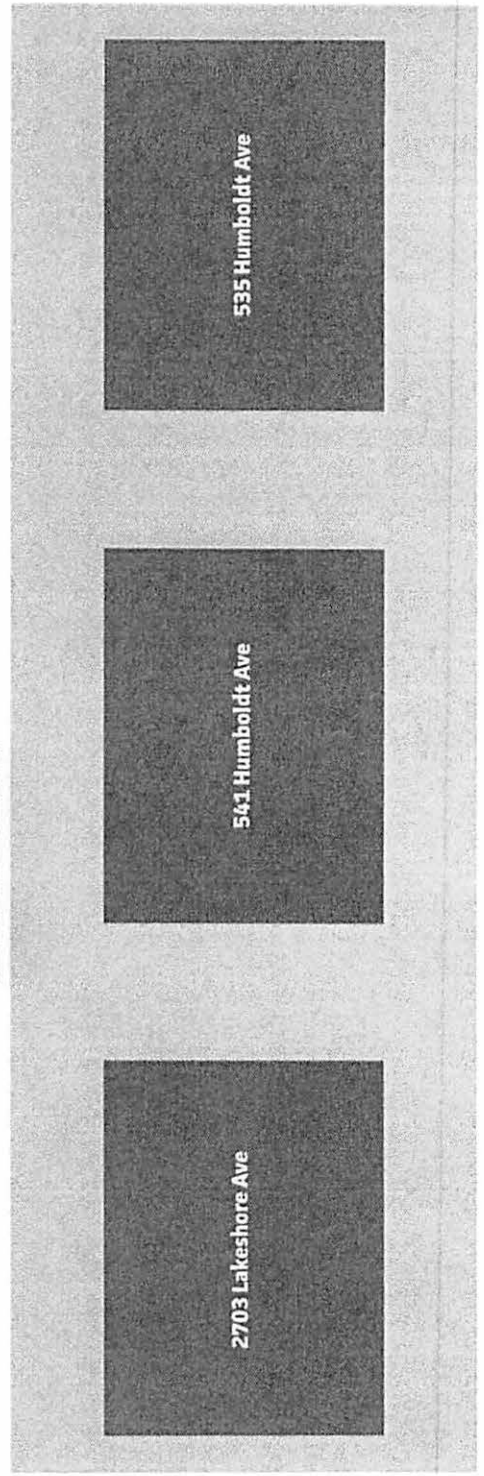
SIGNATURE OF CLAIMANT Jon E. Allen DATE 8.11.2019



Lakeshore Ave



Humboldt Ave



Jon Erlan

8.11.2019

Rental Details

DATES & TIMES

Fri, Aug 16, 2019 @ 12:00 PM

Fri, Aug 23, 2019 @ 12:00 PM

[MODIFY](#)

PICK-UP & RETURN LOCATION

Sheboygan

3060 S Business Dr

Sheboygan, WI 53081

[MODIFY](#)

ADDITIONAL DETAILS

Renter Age: 25+

Corporate Account Number Or Promotion Code: -

[MODIFY](#)

Full Size Car

Ford Fusion or similar

Automatic



VEHICLE

Time & Distance 1 Week(s) @ \$ 235.01 / Week

Unlimited Mileage

[MODIFY](#)

\$ 235.01

Included

EXTRAS

-

[ADD](#)

TAXES & FEES

STATE RENTL VEH FEE (5.0%)

TITLE/REGISTRAT FEE

SALES TAX (5.5%)

[LEARN MORE](#)

\$ 11.96

\$ 4.27

\$ 13.16

ESTIMATED TOTAL

\$ 264.40

DICK BRANTMEIER FORD-LINCOLN-MERCURY
3624 KOHLER MEMORIAL DRIVE
SHEBOYGAN, WI 53082-0026
OFFICE: 920-458-6111 FAX: 920-451-8198

*** PRELIMINARY ESTIMATE ***

07/26/2019 01:26 PM

Owner

Owner: JON ERLIEN
Address: 541 HUMBOLDT
AV
City State Zip: Sheboygan, WI 53081

Work/Day: (920)918-3436
Home/Evening:
FAX:

Inspection

Inspection Date: 07/26/2019 01:27 PM

Inspection Type:

Company: BRANTMEIER FORD
Contact: DALE SPAETH
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081

Appraiser License # :

Work/Day: (920)458-6111
FAX: (920)451-8198

Repairer

Repairer: DICK BRANTMEIER FORD
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081

Contact:
Work/Day: (920)458-6111
Work/Day:

Target Complete Date/Time:

Days To Repair: 6

Vehicle

2015 Subaru Legacy 2.5i Premium 4 DR Sedan
4cyl Gasoline 2.5
Continuously Variable Tr

Lic.Plates: 222 XAY
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: SILVER
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 4S3BNBC68F3033809
Mileage: 99,530
Mileage Type: Actual
Code: F2304A
Int. Color:
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)
Air Conditioning
Anti-Lock Brakes
Bucket Seats
Cross Traffic Alert
Dual Airbags
Floor Mats
Heated Power Mirrors
Intermittent Wipers
Leather Shift Knob

2nd Row Head Airbags
Alarm System
Auto Headlamp Control
Center Console
Cruise Control
Dual Zone Auto A/C
Head Airbags
High Definition Radio
Keyless Entry System
Leather Steering Wheel

AM/FM CD Player
Aluminum/Alloy Wheels
Auxiliary Audio Input
Chrome Grille
Daytime Running Lights
Electric Steering
Heated Front Seats
Illuminated Visor Mirror
LED Brakelights
Lighted Entry System

MP3 Decoder	Overhead Console	Pelvic Airbags
Power Brakes	Power Door Locks	Power Drivers Seat
Power Windows	Projector Beam Headlamps	Pwr Driver Lumbar Supp
Rear View Camera	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	SiriusXM Satellite Radio	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Tachometer
Tilt & Telescopic Steer	Tinted Glass	Tire Pressure Monitor
Traction Control System	Trip Computer	Velour/Cloth Seats
Wireless Audio Streaming	Wireless Phone Connect	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Stripes And Mouldings									
1	RI	1006		Mldg,Rocker Panel LT	R & I Assembly			0.4	SM
Front Body And Windshield									
2	BR	103	13	Fender,Front LT	Blend Refinish 0.9 Blend 0.6 Two-stage setup 0.4 Two-stage			1.9	RF
Front Doors									
3	EU	207		Door Assembly,Front LT	Replace Recycled	\$725.00*	+25.00	3.2	SM
4	L	207		Door Shell,Front LT	Refinish 2.1 Surface 1.0 Edge 0.6 Two-stage			3.7	RF
5	RI	241		W/Strip,Belt Outer LT	R & I Assembly			INC	SM
6	RI	237		Pnl,Inner Door Trim LT	R & I Assembly			INC	SM
7	RI	229		Housing,Mirror Outer LT	R & I Assembly			INC	SM
8	RI	215		Glass,Front Door T LT	R & I Assembly			1.0*	SM
9	RI	227		Handle,Front Door Otr LT	R & I Assembly			INC	SM
Rear Doors									
10	BR	287		Door Shell,Rear LT	Blend Refinish 0.7 Blend 0.4 Two-stage			1.1	RF
11	RI	325		W/Strip,Belt Outer LT	R & I Assembly			1.0	SM
12	RI	305		Handle,RR Door Outer LT	R & I Assembly			0.6	SM
Quarter And Rocker Panel									
13	I	187	07	Pnl,Rocker Upper LT	Repair			3.0*	SM
14	L	187		Pnl,Rocker Upper LT	Refinish 1.7 Surface 0.3 Two-stage			2.0	RF
Manual Entries									
15	EC	M14		Corrosion Protection	Replace Economy			0.2*	RF
16	EC	M17		Cover Car Exterior	Replace Economy	\$5.00*			RF
17	SB	M60		Hazardous Waste Removal	Sublet Repair	\$3.00*			SM
17	Items								
			MC	Message					
			07	STRUCTURAL PART AS IDENTIFIED BY I-CAR					
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE					

Estimate Total & Entries

Other Parts		\$730.00	
Paint & Materials	8.9 Hours @ \$40.00	\$356.00	
Line Item Markup		\$181.25	
Parts & Material Total			\$1,267.25
Tax on Parts & Material	@ 5.500%		\$69.70

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00	6.2	3.0	9.2	\$552.00
Mech/Elec (ME)	\$105.00				
Frame (FR)	\$65.00				
Refinish (RF)	\$60.00	8.9		8.9	\$534.00

Labor Total			18.1 Hours		\$1,086.00
Tax on Labor	@ 5.500%			\$59.73	
Sublet Repairs				\$3.00	
Tax on Sublet	@ 5.500%			\$0.17	
Gross Total					\$2,485.85
Net Total					\$2,485.85

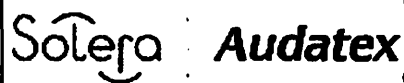
Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
 Rate Name Default

Audatex Estimating 8.0.757 ES 07/26/2019 01:33 PM REL 8.0.757 DT 07/01/2019 DB 07/15/2019
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2.3 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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DEAN'S AUTO BODY, INC.

Workfile ID:

12463c03



We Have the Means for All Your Body Needs!

1407 N 29TH ST, SHEBOYGAN, WI 53081

Phone: (920) 457-5494

FAX: (920) 457-6495

Preliminary Estimate**Customer: Erlien, Jon**

Written By: Phil Black

Insured: Erlien, Jon

Policy #:

Claim #:

Type of Loss: Liability

Date of Loss:

Days to Repair: 0

Point of Impact: 09 Left T-Bone (Left Side)

Owner:

Erlien, Jon

541 Humboldt Ave

Sheboygan, WI 53081

(920) 918-3436 Cell

Inspection Location:

DEAN'S AUTO BODY, INC.

1407 N 29TH ST

SHEBOYGAN, WI 53081

Repair Facility

(920) 457-5494 Business

Insurance Company:**VEHICLE**

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

VIN: 4S3BNBC68F3033809

Interior Color:

Mileage In: 99,829

Vehicle Out:

License: 222XAX

Exterior Color: Silver

Mileage Out:

State: WI

Production Date: 11/2014

Condition:

Job #:

TRANSMISSION

Automatic Transmission

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

DECOR

Dual Mirrors

Tinted Glass

Console/Storage

Overhead Console

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Alarm

Message Center

Steering Wheel Touch Controls

Telescopic Wheel

Climate Control

Backup Camera

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Communications System

Hands Free Device

SEATS

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control

Stability Control

Power Trunk/Gate Release

Preliminary Estimate

Customer: Erlien, Jon

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint	
1		FRONT BUMPER						
2	R&I	R&I bumper cover				1.3		
3		FRONT LAMPS						
4	R&I	LT Headlamp assy w/o auto hi-beam				0.4		
5	Repl	Aim headlamps		1		0.5		
6		FENDER						
7	Blnd	LT Fender Legacy					1.0	
8	R&I	LT Fender liner Legacy				0.4		
9		PILLARS, ROCKER & FLOOR						
10	R&I	LT Rocker molding primed				1.1		
11	* Rpr	LT Rocker panel				4.0	2.5	
		Note: Possable Hiddend damage. Inspect at time of repairs and Mldg. removed						
12		Add for Clear Coat					1.0	
13	Repl	LT Rocker molding fastener	909130118	5	9.65			
14	Repl	LT Rocker molding retainer	909140055	5	18.75			
15	Repl	LT Rocker molding clip	91111AL44A	5	9.70			
16	R&I	LT Front sill plate w/o chrome insert				0.2		
17	Repl	LT Rocker molding grommet	909130117	5	10.85			
18	R&I	LT Rear sill plate				0.3		
19	R&I	LT Lwr ctr plr trim				0.6		
20	Blnd	LT Center pillar					1.0	
21		FRONT DOOR						
22	Repl	LT Door shell Legacy	60009AL11A9P	1	649.95	5.4	3.0	
23		Overlap Major Adj. Panel					-0.4	
24		Add for Clear Coat					0.5	
25	R&I	LT Door w'strip				Incl.		
26	R&I	LT W'strip on body				0.3		
27	Repl	LT Lower w'strip	63511AL10A	1	4.82	Incl.		
28	Repl	LT Black out tape front	90422AL17A	1	1.98	Incl.		
29	R&I	LT Upper molding				0.3		
30	Repl	LT Black out tape rear	90422AL21A	1	4.62	Incl.		
31	R&I	LT Belt molding				Incl.		
32	R&I	LT R&I mirror				Incl.		
33	R&I	LT Door glass Subaru				Incl.		
34	R&I	LT Run w'strip				Incl.		
35	R&I	LT Window regulator w/o auto up/down				Incl.		
36	R&I	LT Fixed glass Subaru				Incl.		
37	R&I	LT Glass w'strip				Incl.		
38	* R&I	LT Front guide				<u>Incl.</u>		
39	R&I	LT Door check				Incl.		

Preliminary Estimate

Customer: Erlie, Jon

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

40	R&I	LT Handle, outside w/o Smart key, w/o chrome paint to mtch				Incl.		
41	*	R&I	LT Cyl & keys w/o Smart key			Incl.		
42		R&I	LT Lock assy w/o Smart key			Incl.		
43	REAR DOOR							
44	R&I	LT R&I door assy				1.0		
45	Blnd	LT Door shell Legacy					1.0	
46	R&I	LT Belt w'strip Legacy				0.3		
47	Repl	LT Stone guard	91163AL05A	1	3.47	0.3		
48	R&I	LT R&I trim panel				0.4		
49	MISCELLANEOUS OPERATIONS							
50	#	Subl	Hazardous waste removal	1	6.00 T			
51	#	Repl	Cover Car	1	8.00 T	0.2		
52	#	Refn	Corrosion protection (repair area)				0.2	
53	#	Rpr	Set Up & ruff Pull LT Side Unlbody			1.5 F		
54	#	Rpr	Tape Up Vin tag & Other info tags			0.5		
55	#	Repl	Cavity Wax Protection to repaired inside panels	1	10.00	0.2		
				SUBTOTALS		737.79	19.2	9.8

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			723.79
Body Labor	17.7 hrs @	\$ 60.00 /hr	1,062.00
Paint Labor	9.8 hrs @	\$ 60.00 /hr	588.00
Frame Labor	1.5 hrs @	\$ 75.00 /hr	112.50
Paint Supplies	9.8 hrs @	\$ 40.00 /hr	392.00
Miscellaneous			14.00
Subtotal			2,892.29
Sales Tax	\$ 2,892.29 @	5.5000 %	159.08
Grand Total			3,051.37

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Preliminary Estimate

Customer: Erlie, Jon

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARL7527, CCC Data Date 07/01/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2020 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

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

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

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

OTHER SYMBOLS AND ABBREVIATIONS:

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

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

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

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

Preliminary Estimate

Customer: Erlien, Jon

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

ALTERNATE PARTS USAGE

2015 SUBA Legacy Premium 4D SED 4-2.5L Gasoline Sequential MPI Silver

VIN: 4S38NBC68F3033809 Interior Color: Mileage In: 99,829 Vehicle Out:
License: 222XAX Exterior Color: Silver Mileage Out:
State: WI Production Date: 11/2014 Condition: Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	0	0

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 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 file R.O. 65-19-20.

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.

*Finance
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 Kohis

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").

~~No~~ Garbage Trk 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>

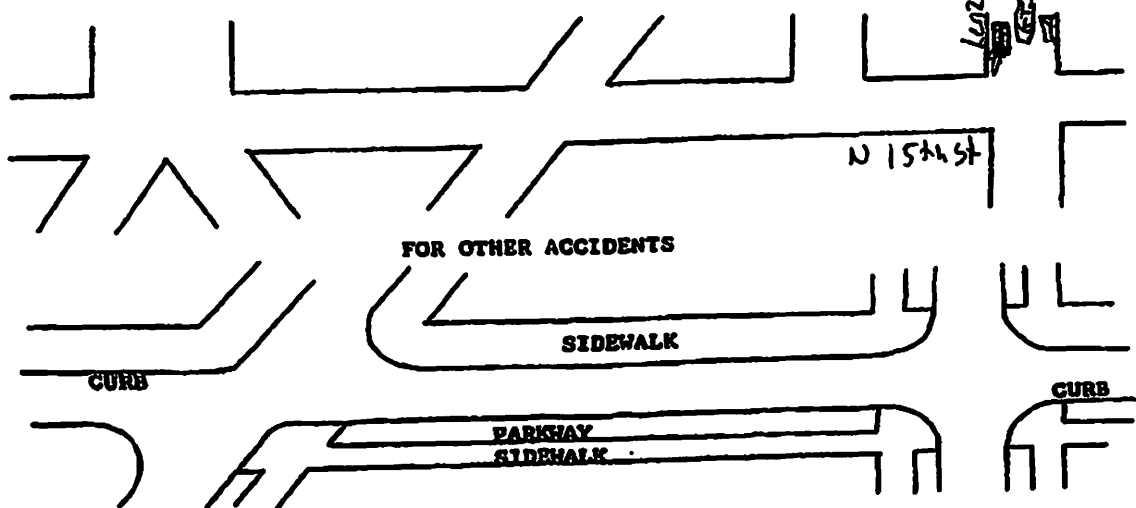
Damaged vehicle (if applicable)

Make: BUICK Model: Rendezvous Year: 2005 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: Riding on Exterior of Garbage Trk - 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
Claimant's Address: 2030 N. 28th St
Sheboygan, WI 53081
Claimant's Phone No. 920 452-3124

Auto \$ 2994.03
Property \$ _____
Personal Injury \$ _____
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. Kobols 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 53081
(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 08/06/2019		Time Arrived 11:06 AM	
Date Notified 08/06/2019		Time Notified 10:48 AM		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	

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 WESTBOUD 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.

G7L0DDT5LH
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

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	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 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					
	VEHICLE	Vehicle				
		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	
		Driver Prior Action Other	NOT APPLICABLE	
		Driver Actions NO CONTRIBUTING ACTION		
01	01	Owner Name SHEBOYGAN CITY (920) 459-3333	Owner Address 828 CENTER AVE # 205 SHEBOYGAN, WI 53081 , US	
		Sequence Of Events		
UNIT	VEHICLE	01 Event MOTOR VEH IN TRANSPORT		
		02 Event PARKED MOTOR VEHICLE		
		03 Event		
		04 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	
01	001	On Duty Crash		Safety Equipment
		Seat Position 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY)		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 APPLICABLE	Trapped/Extricated NOT TRAPPED
Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #	
Hospital		Date of Death	Time of Death	
Distracted By Source NOT APPLICABLE (NOT DISTRACTED)				
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	Striking Unit #		Location		
	Non-Motorist				
	Prior Action				
	Action				
	Action Other				
	To/From School				
	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	Individual				
	Passenger		Citations Issued	Sex	
	JASON JAE BRILL (920) 287-4010		0	MALE	
	Date of Birth		Race		
	03/10/1992		WHITE		
	Address		Driver License Number		
	310 S PERSHING ST SHEBOYGAN, WI 53083 , US		B6404309209009 STATE: WISCONSIN COUNTRY: UNITED STATES		
	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	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	
	Distracted By Source				
	Distracted By Action				
	Striking Unit #		Location		
Non-Motorist					

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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 01 002	Prior Action		
	Action		
	Action Other		To/From School
	Drug & Alcohol	Suspected Alcohol Use NO	Suspected Drug Use NO
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results
	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results
	Drug Type		
	Individual Condition APPEARED NORMAL		

Unit Summary

UNIT 02	Unit Status 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 02	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	VEHICLE	02	02	What Driver Was Doing LEGALLY PARKED	Vehicle Factors
				Driver Prior Action Other	NOT APPLICABLE
				Driver Actions NO CONTRIBUTING ACTION	
				Owner Name EUGENE O KOHLS (920) 452-3124	Owner Address 2030 N 28TH ST SHEBOYGAN, WI 53081 , US
				Sequence Of Events	
			01	Event MOTOR VEH IN TRANSPORT	
			02	Event PARKED MOTOR VEHICLE	
			03	Event	
			04	Event	
				Policy Holder	
				Insurance Company MADISON-MUTUAL-INSURANCE-CO	Individual EUGENE KOHLS

Blasiolah
Azeolah?
Jason - DPW

jason.blasiola@shelbournai.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

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

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

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	Leather Steering Wheel	Lighted Entry System
OnStar System	Overhead Console	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Privacy Glass	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Roof/Luggage Rack
Tachometer	Theft Deterrent System	Tilt Steering Wheel
Tinted Glass	Tutone Paint	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	\$659.20			0.2	SM
2	E	262	46	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 #19364114						
				>> 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
46	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					\$116.43
			@ 5.500%		
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%		\$5.66
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 590615835408605184 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 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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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
Stripes 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	\$396.80
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/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host
OEM Part Prices DT 08/12/2019 09:01 AM EstimateID 590179194189851968 QuoteID ****
Rate Name Default

Audatex Estimating 8.0.642 Update 5 ES 08/12/2019 09:17 AM REL 8.0.642 Update 5 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.O. 47-19-20 is a claim from Mel Arentsen for alleged damages to his property.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

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. Arentsen's property after the stripping of topsoil from the SouthPointe Campus.

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 file R.O. 47-19-20

ATTACHMENTS:

- I. R.O. 47-19-20

II

3.2

R. O. No. 47 - 19 - 20. By CITY CLERK. July 15, 2019.

Submitting a claim from Mel Arentsen for alleged damages to his property after the stripping of topsoil from the SouthPointe Campus.

*Finance
Personnel*

CITY CLERK

DATE RECEIVED 7/9/19

RECEIVED BY MKC

CLAIM NO. 7-19

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: MEL ARENTSEN

2. Home address of Claimant: 2709 PRAIRIE WINDS CT.

3. Home phone number: 920-918-7872

4. Business address and phone number of Claimant: N/A.

5. When did damage or injury occur? (date, time of day) STARTED 8-17-2018
CONTINUED THROUGHOUT THE YEAR.

6. Where did damage or injury occur? (give full description) THE BACK YARD OF MY
PROPERTY @ 2709 PRAIRIE WINDS CT.

7. How did damage or injury occur? (give full description) THE CITY'S CONTRACTOR (PTC) STRIPPED
ALL THE TOPSOIL FROM THE SOUTHEAST CORNERS WITHOUT THE PROPER
EROSION CONTROLS. THE RAIN THEN WASHED THE CLAY INTO THE WATERWAYS
WHICH THEN ENDED IN MY YARD & CLOGGED MY DRAINAGE
THERE ARE 2 WATERWAYS GOING INTO MY PROPERTY. THE MAJOR
DAMAGE CAME FROM THE WATERWAY FROM THE NORTH.

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

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

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

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

(a) Public property alleged to be dangerous: ? 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").

NO INJURIES, PROPERTY WAS DAMAGED. TILE DRAINAGE SYSTEM NO LONGER WORKED.

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: \$ 8000 ESTIMATE

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 8000.00 ESTIMATE

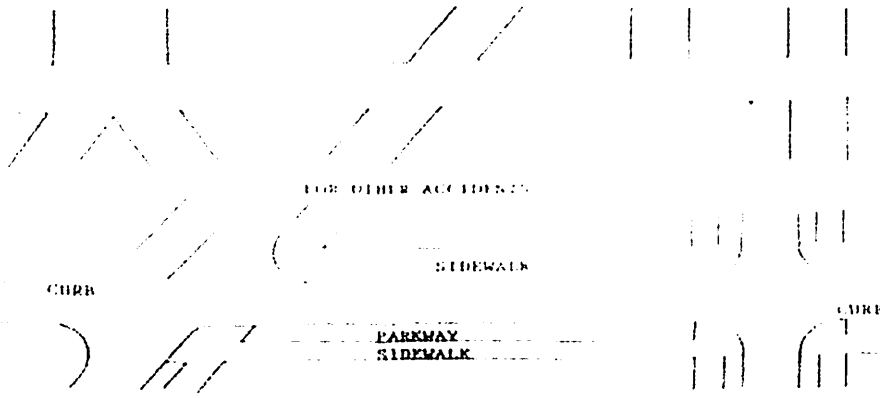
Damaged vehicle (if applicable) N/A

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 Mel Arntsen DATE 7.9.19.

DATE RECEIVED 7-9-19 RECEIVED BY LNCC

CLAIM NO. 7-19

CLAIM

Claimant's Name: MEL ARNTSEN Auto \$

Claimant's Address: 2709 PRAIRIE WINDS CT Property 1ST BILL \$ 3748.24
SHEBOYGAN, WI 53081 2ND BILL \$ 4000.00 ESTIMATE
 Personal Injury \$ 4251.76


Claimant's Phone No. 920-918-7872 Other (Specify below) \$

TOTAL \$ 8000.00
7748.24 ESTIMATE

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 \$ APPROX \$8000.00

SIGNED  DATE: 7-9-19

ADDRESS: 2709 PRAIRIE WINDS CT SHEBOYGAN WI 53081

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

A & M Trees, LLC

7230 Sauk Trail Rd.
 Sheboygan, WI 53081
 (920) 452-1967

Invoice

DATE	INVOICE #
1/8/2019	13402

BILL TO
Arentsen, Melvin & Linda 2709 Prairie Winds Court Sheboygan, WI 53081

PAID
CK # 4798
1-15-19
\$ 3748.24

			TERMS
			Due on receipt
DESCRIPTION	QTY	RATE	AMOUNT
Labor 12/11/18	17.5	48.00	840.00T
Labor 12/12/18	15.5	48.00	744.00T
Backhoe with operator services	6	85.00	510.00T
Bobcat with operator	4	65.00	260.00T
8 inch tile	285	2.85	812.25T
4 inch tile	10	0.75	7.50T
Unions and "Y" pipes		30.00	30.00T
3/4" washed stone per ton	24	15.25	366.00T
5% sales tax		5.00%	178.49
It is a pleasure working with you!		Total	\$3,748.24

Accounts 30 days or more past due are subject to 1.5%

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 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 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 file R.C. 326-18-19(R.O. 96-18-19).

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 Pennington</i></u>	_____
<u><i>James A. Bohrer</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.

*Finances
Personnel
48.19 up 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) S W 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, 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:

N/A (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.

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 \$ _____

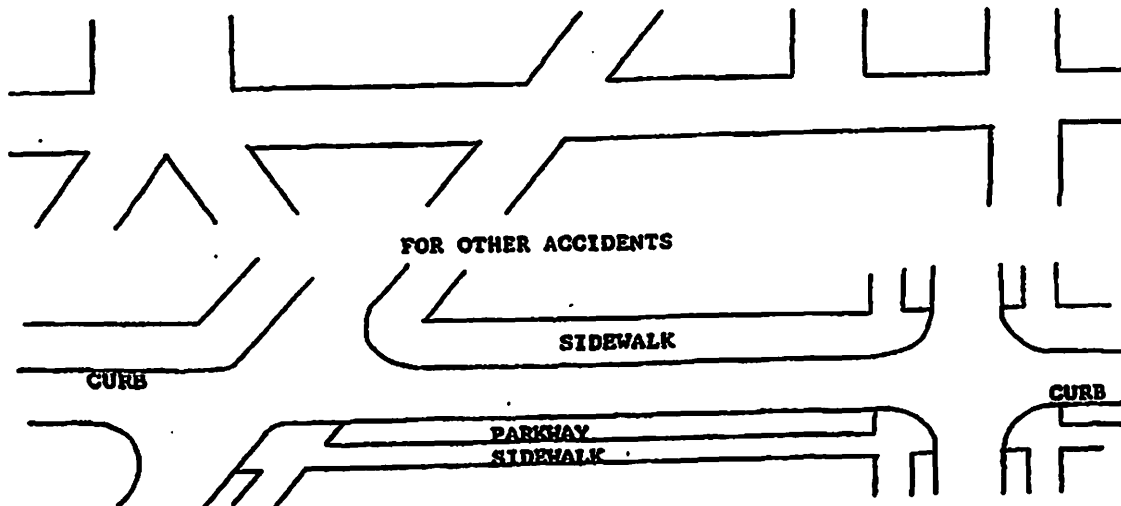
Damaged vehicle (if applicable) N/A

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: <u>DEBRA M ZAHNEK</u>	Auto	\$ <u> </u>
Claimant's Address: <u>1124 MAIN AVE</u>	Property	\$ <u> </u>
<u>SHEBOYGAN WI 53083</u>	Personal Injury	\$ <u>ON GOING</u>
Claimant's Phone No. <u>(920) 457-0962</u>	Other (Specify below)	\$ <u> </u>
	TOTAL	\$ <u> </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 \$ NO TOTAL... ON GOING

would also like to be reimbursed for time away from work for all DR Appointments...

SIGNED Debra M Zahnek 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 4:11

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.

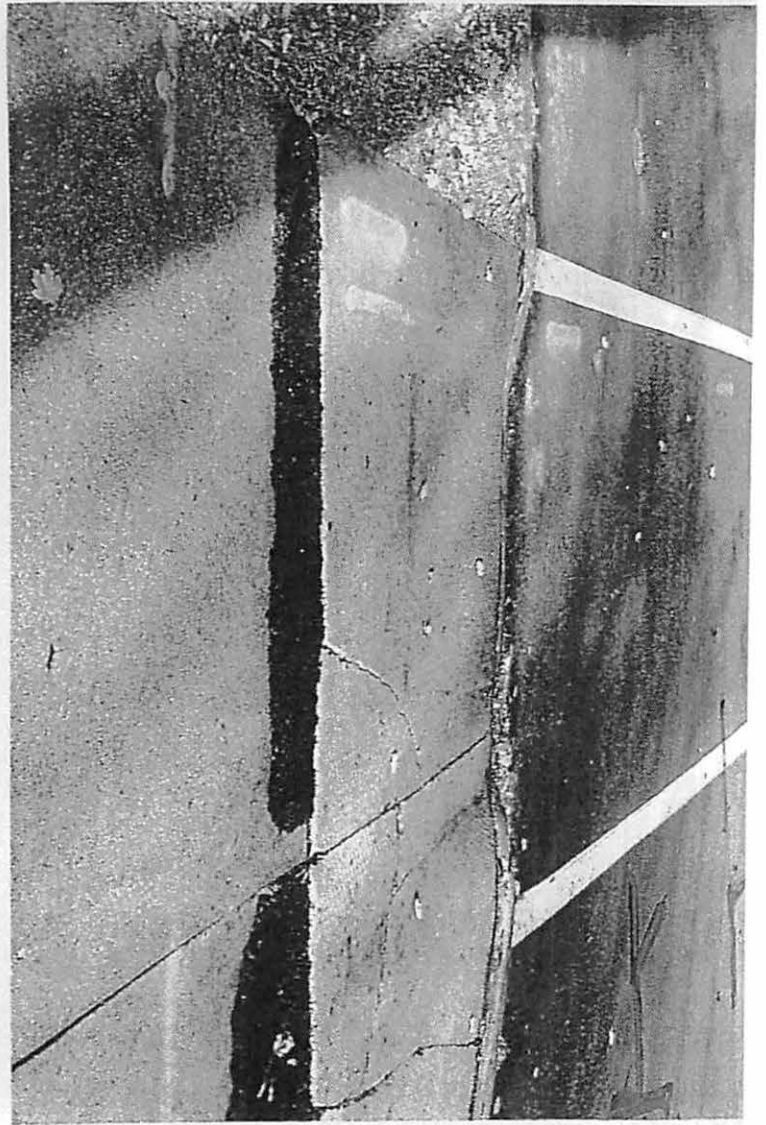
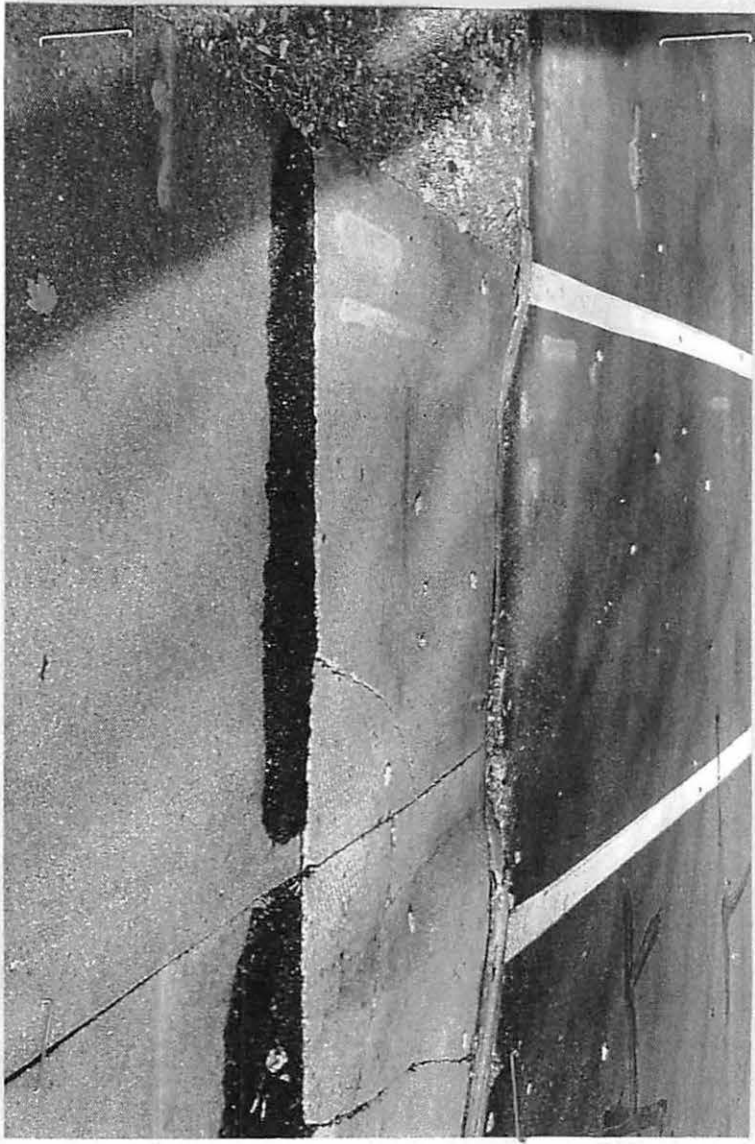
Attached is a copy of the original injury claim, itemized bill from Dirker Chiropractic LLC dated February 8, 2019, transcript of treatment received from Dr. Joe Dirker and a picture of the injury scene. This picture was taken after the repair work was done as a temporary fix. (A couple of days after 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

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.
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- 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) S W 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.. 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: 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.

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

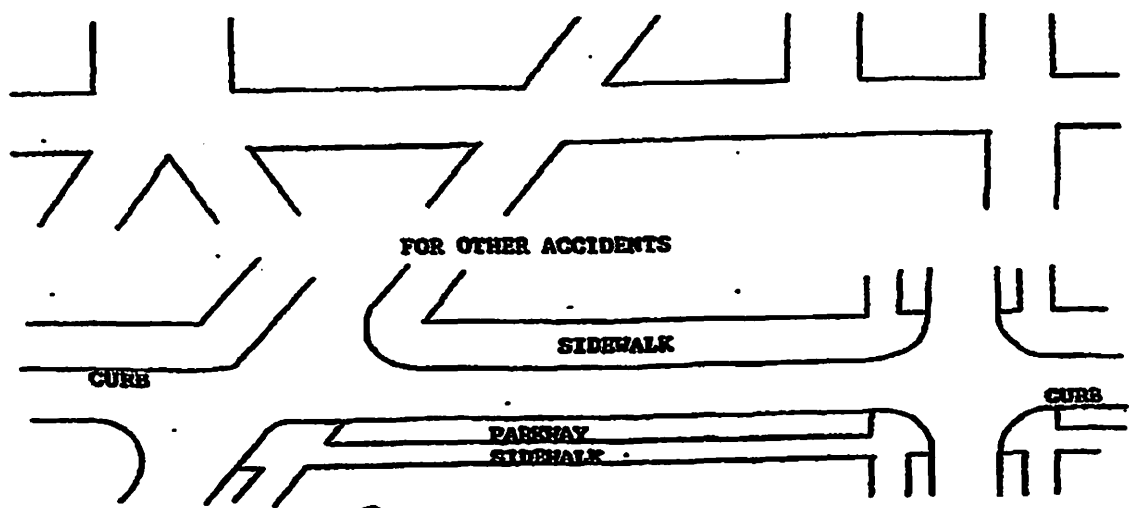
12. Damage estimate: (You are not bound by the amounts provided here.)

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

CLAIM NO. _____

CLAIM

Claimant's Name: DEBRA M ZATNER

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 Zehner

DATE: 8-1-18

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 Extraspinal	\$ 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 Extraspinal	\$ 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 Extraspinal	\$ 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 Extraspinal	\$ 47.00	\$ 2993.00
09/20/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 3046.00
09/20/18	98943 CMT Extraspinal	\$ 47.00	\$ 3093.00
09/26/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 3146.00
09/26/18	98943 CMT Extraspinal	\$ 47.00	\$ 3193.00
10/01/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 3246.00
10/01/18	98943 CMT Extraspinal	\$ 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 Extraspinal	\$ 47.00	\$ 3518.00
11/06/18	98940 One to Two Region Manipulation	\$ 53.00	\$ 3571.00
11/06/18	98943 CMT Extraspinal	\$ 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 Extraspinal	\$ 47.00	\$ 3778.00
01/21/19	98940 One to Two Region Manipulation	\$ 55.00	\$ 3833.00
01/21/19	98943 CMT Extraspinal	\$ 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

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:

- Date of accident: 5/23/18 Time of day: 11:40 AM PM
- Were you: Driver Passenger Front seat Back seat
- Number of people in your vehicle: _____ Were you wearing seat belts? Yes No
- What direction were you headed? North East South West
Name of street: _____
- What direction was the other vehicle headed? North East South West
Name of street: _____
- Were you struck from: Front Back Left side Right side
- Approximate speed of your car: _____ MPH Other car: _____ MPH
- Were you knocked unconscious? Yes No If yes, for how long? _____
- Were you Surprised by impact Braced for impact
- Were police notified? Yes No Citation issued? Yes No Unknown
- 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
FACE FORWARD INTO THE ROAD. BRACED MY FALL W/ BOTH HANDS, JOLTED
LEFT SHOULDER.
- Where were you taken after the accident? WALKED BACK TO WORK (COURTHOUSE)
- 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

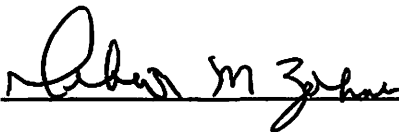
If yes, how much to date: JUST DR-DIRECTOR APPTS

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.C. 329-18-19(R.O.124-18-19) is a claim from Robert Kummer for alleged damages to his basement due to sewer backup.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

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. Kummer's property caused by sewer backup.

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 file R.C. 329-18-19(R.O.124-18-19).

ATTACHMENTS:

- I. R.C. 329-18-19(R.O.124-18-19)

VI

5.25

R. C. No. 329 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 124-18-19 by City Clerk submitting a claim from Robert Kummer for alleged damages to his basement due to sewer backup; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2019-2020

James A. Bohan

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

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R. O. No. 124 - 18 - 19. By CITY CLERK. October 1, 2018.

Submitting a claim from Robert Kummer for alleged damages to his basement due to sewer backup.

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

CITY CLERK

DATE RECEIVED 9-20-18

RECEIVED BY MKC

CLAIM NO. 15-18

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

SEP 20 '18 PM 3:55

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: Robert Kummer
2. Home address of Claimant: 1555 N 23rd St
3. Home phone number: 457-4954
4. Business address and phone number of Claimant: Same

5. When did damage or injury occur? (date, time of day) 8-5-18 evening

6. Where did damage or injury occur? (give full description) Water backing up through basement floor (stop sink)

7. How did damage or injury occur? (give full description) City main live street sewer backup

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

Called plumber for water backing up out of basement stop sink going across floor (plumbing Bill)

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 158.25

TOTAL \$ 158.25

plumbing bill caused by basement water backup - city, main sewer line plugged

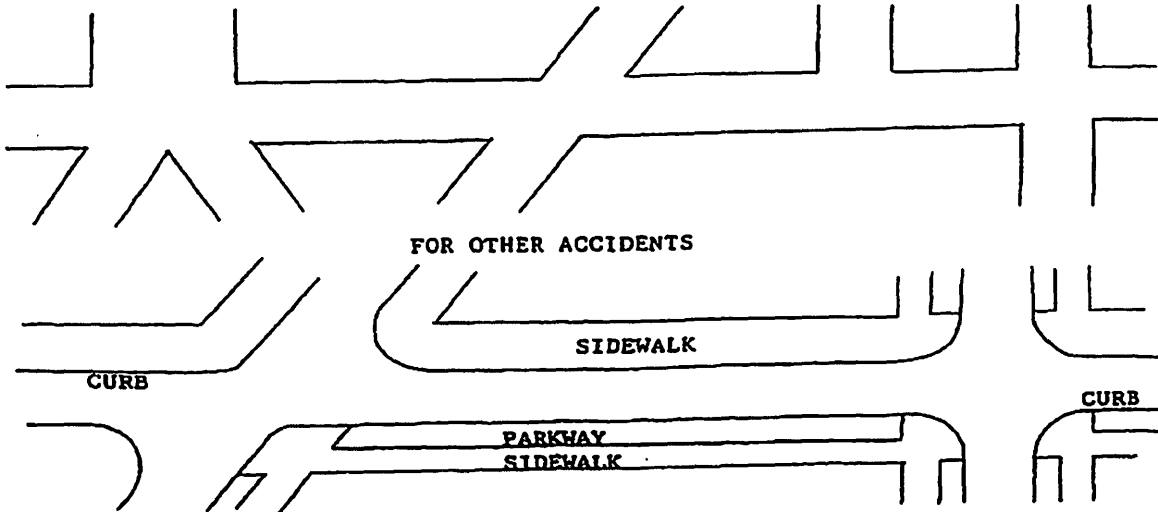
Damaged vehicle (if applicable)

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 Kenyon

DATE

9-20-18

DATE RECEIVED 9-20-18

RECEIVED BY MKC

CLAIM NO. 15-18

CLAIM

Claimant's Name: Robert Kummer

Auto \$

Claimant's Address: 1555 N 23rd St

Property \$ '

Claimant's Phone No. 457-4954

Personal Injury \$

Other (Specify below) \$ 158.25

TOTAL \$ 158.25

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 \$ 158.25.

*plumbing bill for city main sewer
backUp causing water in basement*

SIGNED Robert Kummer DATE: 9/20/18

ADDRESS: 1555 N 23rd St Sheboygan WI 53081

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



NEUMANN PLUMBING & HEATING, INC.
1114 Millersville Avenue
Howards Grove, WI 53083
(920) 565-3345
(920) 565-4181 (fax)
www.neumannplumbing.com

Invoice: 145107
Customer ID: 2927
Date: 9/18/2018

Bill to: Robert Kummer
1555 North 23rd Street
Sheboygan, WI 53081

Service at: Robert Kummer
1555 North 23rd Street
Sheboygan, WI 53081

P.O. #:

Quantity	Description	Unit Price	Amount
	Plumbing Service 8/5/18: After hours sewer back up.		\$150.00

Notes:

Subtotal: \$150.00

Sales Tax: \$8.25

Terms: Net 30

Payments: \$0.00

We accept Mastercard & Visa

Total Due: \$158.25

PLEASE WRITE CUSTOMER ID NUMBER ON REMITTANCE. THANK YOU!

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.C. 339-18-19(R.O.208-18-19) is a claim from Michael Skelton for alleged injuries when he fell on the ice.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

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 injuries to Mr. Skelton's when he fell on ice in Maywood Park.

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 file R.C. 339-18-19(R.O.208-18-19).

ATTACHMENTS:

- I. R.C. 339-18-19(R.O.208-18-19)

VI

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R. C. No. 339 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 208-18-19 by City Clerk submitting a pending claim from Michael J. Skelton for alleged injuries when he fell on ice in Maywood Park; recommends referring to Finance and Personnel Committee of the new council.

*Finance + Personnel
- 2019-2020*

<u><i>Ronald Pappalardo</i></u>	_____
<u><i>James A. Bohre</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

3.1

R. O. No. 208 - 18 - 19. By CITY CLERK. January 21, 2019.

Submitting a pending claim from Michael J. Skelton for alleged injuries when he fell on ice in Maywood Park.

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

CITY CLERK

DATE RECEIVED 1-10-19

JAN 10 '19 AM 8:53
RECEIVED BY MKC

CLAIM NO. 23-18

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: Michael J. Skelton

2. Home address of Claimant: 3028 Cherokee Drive, Sheboygan, WI 53083

3. Home phone number: 920-458-0675

4. Business address and phone number of Claimant: N.A.

5. When did damage or injury occur? (date, time of day) 12/25/2018 at 8:45 a.m.

6. Where did damage or injury occur? (give full description) In Maywood, on cordwalk directly behind (north of) ecology center. Cordwalk descends, heading northwest from the bridge towards ponds.

7. How did damage or injury occur? (give full description) Glare ice on the cordwalk was covered by fresh snow. I did not expect the glare ice, stepped on it with my left foot and slipped, causing me to fall backwards and towards my right side. Landed on my right elbow and hand.

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

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

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

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

(a) Public property alleged to be dangerous: Maywood environmental park

(b) Claimant's statement of basis for such liability: Glare ice covered by snow on cordwalk

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").

Fracture of fourth metacarpel on right hand

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: \$ 2,000 - 2,500

Other: (Specify below) \$ _____

TOTAL \$ 2,000 - 2,500

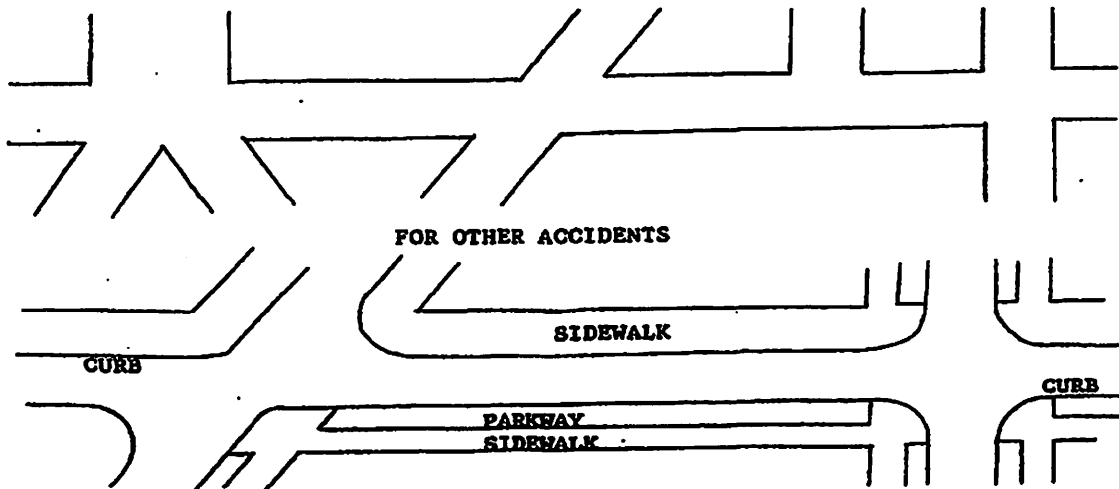
Damaged vehicle (if applicable)

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 _____ DATE _____

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. 23-18

CLAIM

Claimant's Name:	<u>Michael J. Skelton</u>	Auto	\$	
Claimant's Address:	<u>3028 Cherokee Drive</u>	Property	\$	
	<u>Sheboygan, WI 53083</u>	Personal Injury	\$	<u>2,500 (est)</u>
Claimant's Phone No.		Other (Specify below)	\$	
		TOTAL	\$	<u>2,500 (est)</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 \$ 2,500 (est).

SIGNED *Michael J. Skelton* DATE: 1/9/2019

ADDRESS: 3028 Cherokee Drive, Sheboygan WI 53083

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

DeBruin, Meredith

From: mtskelton@charter.net
Sent: Wednesday, January 9, 2019 5:58 PM
To: DeBruin, Meredith
Subject: RE: Claim
Attachments: IMG_20190109_0001.pdf; EOB1.pdf; EOB2.pdf; EOB3.pdf

Hello Ms. DeBruin. Thank you for so quickly responding to me with this claim form. I have completed it and have attached it with the three EOBs I have already collected. As I mentioned in my initial email to Mr. Hofland, I still have a follow up appointment with the orthopedic surgeon for Monday, Jan. 14. That will involve another x-ray, a consult with Dr. Lang, and possibly a different splint. That is why I have entered "est" after the damage amounts.

Please let me know what I should expect next. Thank you, and best wishes for a happy 2019!

From: "DeBruin, Meredith"
To: "mtskelton@charter.net"
Cc:
Sent: Tuesday January 8 2019 8:39:55AM
Subject: Claim

Good morning Mr. Skelton,

Mr. Darrell Hofland forwarded me a message regarding a slip and fall in a Sheboygan park. I am attaching a claim form that the City uses for any person who would like to file a claim. The claim form would be returned to our office.

Please let me know if you have any questions or concerns.
Thank you!

Meredith DeBruin

City Clerk
City of Sheboygan
828 Center Ave #100
Sheboygan, WI 53081
(920) 459-3364
mercdith.debruin@sheboyganwi.gov

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.



HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKELTON
 Printed on: January 9, 2019 5:01:53 PM CST

EOB Detail

Information

Payer
 Name: Common Ground Healthcare Coop
 Address: Claims and Correspondence
 Address 2: PO Box 1630
 City: Brookfield
 State: WI
 Zip Code: 53008
 Contact Name: Customer Service
 Contact Phone: (877) 514-2442

Payee
 Member Name: SKELTON, MICHAEL
 Member ID: 0000302262
 :
 Group Or Policy No: WI-HIX-1
 Claim Number: 2019008T0145400
 Service Date: 12/25/2018
 Provider Name: BAYE, PETER J

Details

Service Date	Procedure	Quantity	Charge Amt	Allowed Amount	Non Covered Charge Amt	Deductible	Copay	Coinsurance	Other Ins	Payment	Remarks
12/25/2018 - 12/25/2018	99214	1	\$374.00	\$193.35	\$180.65	\$193.35	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150
Totals:		1	\$374.00	\$193.35	\$180.65	\$193.35	\$0.00	\$0.00	\$0.00	\$0.00	
							Tot Patient Responsibility Amt \$193.35				

Remarks Legend

Code	Description
150	Applied to the in-network calendar year deductible.
ENP	This claim has been priced through the CGHC Envision network.



HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKELTON
 Printed on: January 9, 2019 5:01:53 PM CST

EOB Detail

Information

Payer

Name: Common Ground Healthcare Coop
 Address: Claims and Correspondence
 Address 2: PO Box 1630
 City: Brookfield
 State: WI
 Zip Code: 53008
 Contact Name: Customer Service
 Contact Phone: (877) 514-2442

Payee

Member Name: SKELTON, MICHAEL
 Member ID: 0000302262
 :
 Group Or Policy No: WI-HIX-I
 Claim Number: 2019008T0145400
 Service Date: 12/25/2018
 Provider Name: BAYE, PETER J

Details

Service Date	Procedure	Quantity	Charge Amt	Allowed Amount	Non Covered Charge Amt	Deductible	Copay	CoInsurance	Other Ins	Payment	Remarks	
12/25/2018	99214	1	\$374.00	\$193.35	\$180.65	\$193.35	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150	
12/25/2018												
Totals:		1	\$374.00	\$193.35	\$180.65	\$193.35	\$0.00	\$0.00	\$0.00	\$0.00		
						Tot Patient Responsibility Amt \$193.35						

Remarks Legend

Code Description
 150 Applied to the in-network calendar year deductible.
 ENP This claim has been priced through the CGHC Invision network.

This document may contain confidential information. Please handle appropriately.
 Source: ROBDetailsPrint Component: ROB



HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKELTON
 Printed on: January 9, 2019 5:11:28 PM CST

EOB Detail

Information

Payer	Payee
Name: Common Ground Healthcare Coop Address: Claims and Correspondence Address 2: PO Box 1630 City: Brookfield State: WI Zip Code: 53008 Contact Name: Customer Service Contact Phone: (877) 514-2442	Member Name: SKELTON, MICHAEL Member ID: 0000302262 : Group Or Policy No: WI-HIX-1 Claim Number: 2019004T0057200 Service Date: 12/27/2018 Provider Name: LANG, MARK S

Details

Service Date	Procedure	Quantity	Charge Amt	Allowed Amount	Non Covered Charge Amt	Deductible	Copay	CoInsurance	Other Ins	Payment	Remarks
12/27/2018 - 12/27/2018	26600	1	\$1,330.00	\$875.80	\$454.20	\$875.80	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150
12/27/2018 - 12/27/2018	Q4022	1	\$75.00	\$9.91	\$65.09	\$9.91	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150
Totals:		2	\$1,405.00	\$885.71	\$519.29	\$885.71	\$0.00	\$0.00	\$0.00	\$0.00	
					Tot Patient Responsibility Amt \$885.71						

Remarks Legend

Code	Description
150	Applied to the in-network calendar year deductible.
ENP	This claim has been priced through the CGHC Envision network.

This document may contain confidential information. Please handle appropriately.
 Source: EOBDetailsPrint Component: EOB

DeBruin, Meredith

From: mtskelton@charter.net
Sent: Tuesday, February 26, 2019 2:51 PM
To: DeBruin, Meredith
Subject: FW: RE: Claim
Attachments: IMG_20190109_0001.pdf; EOB1.pdf; EOB2.pdf; EOB3.pdf; EOB4.pdf; EOB5.pdf; Claim status Detail - 1.14.19 xray.pdf

Hello Ms. DeBruin, I have additional EOBs and a final claim amount for my pending claim. Hopefully this will enable us to proceed on this claim. The only issue is I still do not have a final EOB for an x-ray done on 1/14. Instead, I am including the claim status detail. I of course can provide the EOB when it comes. Here is a summary of the medical costs incurred as a result of the fall. Please let me know if there is anything else you need from me to proceed. If not, please let me know what I should expect next. Thank you, and have a wonderful day!

12/25/2018	Day of accident Urgent Care			
	Dr. Baye	193.35	EOB 1	
	X- Ray	90.85	EOB 2	
12/27/2019	Orthopedic Consult / splint			
	Dr. Lang	855.71	EOB 3	
1/14/2019	Orthopedic Follow up			
	Dr. Lang	215.69	EOB 4	
	X-Ray	129.00	Claim Status Detail	1/14/19
2/4/2019	Orthopedic Follow Up			
	Dr. Lang	93.57	EOB 5	
	Total	1578.17		

From: mtskelton@charter.net
To: Meredith"
Cc:
Sent: Wednesday January 9 2019 5:58:06PM
Subject: RE: Claim

Hello Ms. DeBruin. Thank you for so quickly responding to me with this claim form. I have completed it and have attached it with the three EOBs I have already collected. As I mentioned in my initial email to Mr. Hofland, I still have a follow up appointment with the orthopedic surgeon for Monday, Jan. 14. That will involve another x-ray, a consult with Dr. Lang, and possibly a different splint. That is why I have entered "est" after the damage amounts.

Please let me know what I should expect next. Thank you, and best wishes for a happy 2019!

From: "DeBruin, Meredith"
To: "mtskelton@charter.net"
Cc:
Sent: Tuesday January 8 2019 8:39:55AM
Subject: Claim

Good morning Mr. Skelton,

Mr. Darrell Hofland forwarded me a message regarding a slip and fall in a Sheboygan park. I am attaching a claim form that the City uses for any person who would like to file a claim. The claim form would be returned to our office.

Please let me know if you have any questions or concerns.
Thank you!

Meredith DeBruin
City Clerk
City of Sheboygan
828 Center Ave #100
Sheboygan, WI 53081
(920) 459-3364
meredith.debruin@sheboyganwi.gov

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HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKEILTON
 Printed on: January 9, 2019 5:11:28 PM CST

EOB Detail

Information

Payer
 Name: Common Ground Healthcare Coop
 Address: Claims and Correspondence
 Address 2: PO Box 1630
 City: Brookfield
 State: WI
 Zip Code: 53008
 Contact Name: Customer Service
 Contact Phone: (877) 514-2442

Payee
 Member Name: SKELTON, MICHAEL
 Member ID: 0000302262
 :
 Group Or Policy No: WI-HIX-1
 Claim Number: 2019004T0057200
 Service Date: 12/27/2018
 Provider Name: LANG, MARK S

Details

Service Date	Procedure	Quantity	Charge Amt	Allowed Amount	Non Covered Charge Amt	Deductible	Copay	Coinsurance	Other Ins	Payment	Remarks
12/27/2018 12/27/2018	26600	1	\$1,330.00	\$875.80	\$454.20	\$875.80	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150
12/27/2018 12/27/2018	Q4022	1	\$75.00	\$9.91	\$65.09	\$9.91	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150
Totals:		2	\$1,405.00	\$885.71	\$519.29	\$885.71	\$0.00	\$0.00	\$0.00	\$0.00	
					Tot Patient Responsibility Amt \$885.71						

Remarks Legend

Code **Description**
 150 Applied to the in-network calendar year deductible.
 ENP This claim has been priced through the CGIC Envision network.

This document may contain confidential information. Please handle appropriately.
 Source: F.O.B.DetailsPrint Component: F.O.B



HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKELTON
 Printed on: February 26, 2019 2:15:20 PM CST

Claim Status Detail

Patient Information

Member Name	MICHAEL SKELTON
Member ID	000302262
DOB	01/21/1967
Gender	MALE
Patient Control No	G702579790

Servicing Provider Information

Provider Name	LANG, MARK S
Provider TIN	391678306
Provider NPI	1952418402

Claim Information

Claim Number	2019023T021800
Calculated DRG	
Service Date	01/14/2019
Claim Status Code	No Further Information Available
Total Claim Charge Amt	\$258.00
Tot Patient Responsibility Amt	\$129.00

Payment Information

Check Or Eft Trace No	External Check or EFT Trace No	Check Issue Or Eft Date	Claim Payment Amount
No Results Found			

Service Line Information

Line Counter	Service Date	Procedure	Procedure Modifier	Revenue Code	Quantity	Claim Status	Explanation Code	Charge Amt	Patient Responsibility Amt	Payment
1	01/14/2019 01/14/2019	73130	RT		1	Pending/In Process	This claim has been priced through the CGHC Envision network. Applied to the in-network calendar year deductible.	\$258.00	\$129.00	\$0.00

Service ID Qualifier

Code	Description
IIC	CPT/HCPCS

Procedure Code

Code	Description
73130	RADIOLOGIC EXAM, HAND; OVER 3 VIEWS

Procedure Modifier Code

Code	Description
RT	RIGHT SIDE

Claim Status Category Code

Code	Description
P1	P1

Claim Status Code

Code	Description
150	Applied to the in-network calendar year deductible.
ENP	This claim has been priced through the CGHC Envision network.

This document may contain confidential information. Please handle appropriately.
 Source: ClaimDetailsPrint Component: Claims



HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKELTON
 Printed on: January 9, 2019 5:01:53 PM CST

EOB Detail

Information

Payer
 Name: Common Ground Healthcare Coop
 Address: Claims and Correspondence
 Address 2: PO Box 1630
 City: Brookfield
 State: WI
 Zip Code: 53008
 Contact Name: Customer Service
 Contact Phone: (877) 514-2442

Payee
 Member Name: SKELTON, MICHAEL
 Member ID: 000302262
 :
 Group Or Policy No: WI-HIX-1
 Claim Number: 2019008T0145400
 Service Date: 12/25/2018
 Provider Name: BAYE, PETER J

Details

Service Date	Procedure	Quantity	Charge Amt	Allowed Amount	Non Covered Charge Amt	Deductible	Copay	CoInsurance	Other Ins	Payment	Remarks	
12/25/2018	99214	1	\$374.00	\$193.35	\$180.65	\$193.35	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150	
12/25/2018												
Totals:		1	\$374.00	\$193.35	\$180.65	\$193.35	\$0.00	\$0.00	\$0.00	\$0.00		
					Tot Patient Responsibility Amt \$193.35							

Remarks Legend

Code	Description
150	Applied to the in-network calendar year deductible.
ENP	This claim has been priced through the CGHC Envision network.

This document may contain confidential information. Please handle appropriately.
 Source: F:OBDetailsPrint Component: F:OB



HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKELTON
 Printed on: February 26, 2019 2:13:08 PM CST

EOB Detail

Information

Payer	Payee
Name: Common Ground Healthcare Coop Address: Claims and Correspondence Address 2: PO Box 1630 City: Brookfield State: WI Zip Code: 53008 Contact Name: Customer Service Contact Phone: (877) 514-2442	Member Name: SKELTON, MICHAEL Member ID: 0000302362 : Group Or Policy No: WI-IHX-1 Claim Number: 2019022T0092300 Service Date: 01/14/2019 Provider Name: LANG, MARK S

Details

Service Date	Procedure	Quantity	Charge Amt	Allowed Amount	Non Covered Charge Amt	Deductible	Copsy	CoInsurance	Other Ins	Payment	Remarks
01/14/2019 - 01/14/2019	Q4022	1	\$60.00	\$15.94	\$44.06	\$15.94	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150
01/14/2019 - 01/14/2019	29125	1	\$419.00	\$199.71	\$219.29	\$199.71	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150
Totals:		2	\$479.00	\$215.65	\$263.35	\$215.65	\$0.00	\$0.00	\$0.00	\$0.00	
					Tot Patient Responsibility Amt \$215.65						

Remarks Legend

Code	Description
150	Applied to the in-network calendar year deductible.
ENP	This claim has been priced through the CGHC Invision network.



HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKELTON
 Printed on: January 9, 2019 5:10:13 PM CST

EOB Detail

Information

Payer
 Name: Common Ground Healthcare Coop
 Address: Claims and Correspondence
 Address 2: PO Box 1630
 City: Brookfield
 State: WI
 Zip Code: 53008
 Contact Name: Customer Service
 Contact Phone: (877) 514-2442

Payee
 Member Name: SKELTON, MICHAEL
 Member ID: 0000302362
 :
 Group Or Policy No: WI-HIX-1
 Claim Number: 2019008T0252700
 Service Date: 12/25/2018
 Provider Name: DUBIN, LAWRENCE

Details

Service Date	Procedure	Quantity	Charge Amt	Allowed Amount	Non Covered Charge Amt	Deductible	Copay	CoInsurance	Other Ins	Payment	Remarks	
12/25/2018	73130	1	\$245.00	\$90.85	\$154.15	\$90.85	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount 150	
12/25/2018												
Totals:		1	\$245.00	\$90.85	\$154.15	\$90.85	\$0.00	\$0.00	\$0.00	\$0.00		
						Tot Patient Responsibility Amt \$90.85						

Remarks Legend

Code	Description
150	Applied to the in-network calendar year deductible.
ENP	This claim has been priced through the CGHC Envision network.

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 Source: FOBDetailsPrint Component: EOB



HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKELTON
 Printed on: February 26, 2019 2:14:28 PM CST

EOB Detail

Information

Payer
 Name: Common Ground Healthcare Coop
 Address: Claims and Correspondence
 Address 2: PO Box 1630
 City: Brookfield
 State: WI
 Zip Code: 53008
 Contact Name: Customer Service
 Contact Phone: (877) 514-2442

Payee
 Member Name: SKELTON, MICHAEL
 Member ID: 0000302262
 :
 Group Or Policy No: WI-HIX-1
 Claim Number: 201904510073700
 Service Date: 02/04/2019
 Provider Name: LANG, MARK S

Details

Service Date	Procedure	Quantity	Charge Amt	Allowed Amount	Non Covered Charge Amt	Deductible	Copay	Coinsurance	Other Ins	Payment	Remarks
02/04/2019	73130	1	\$258.00	\$93.57	\$164.43	\$93.57	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount. 150
02/04/2019											
Totals:		1	\$258.00	\$93.57	\$164.43	\$93.57	\$0.00	\$0.00	\$0.00	\$0.00	
						Tot Patient Responsibility Amt \$93.57					

Remarks Legend

Code	Description
150	Applied to the in-network calendar year deductible.
ENP	This claim has been priced through the CGHC Envision network.

This document may contain confidential information. Please handle appropriately
 Source: EOBDetailsPrint Component: EOB

DeBruin, Meredith

From: mtskelton@charter.net
Sent: Thursday, February 28, 2019 3:57 PM
To: DeBruin, Meredith
Subject: RE: RE: Claim
Attachments: EOB6.pdf

Hello again, Ms DeBruin. As luck would have it, I received the final EOB today. Rather than the \$129 on the claim status detail for the 1/14 x-ray, the actual amount incurred was \$93.57. I have attached the EOB. Please know this changes the final cost from \$1578.17 to ~~\$1542.74~~.

I apologize for any confusion!

From: "DeBruin, Meredith"
To: "mtskelton@charter.net"
Cc:
Sent: Wednesday February 27 2019 10:58:15AM
Subject: RE: RE: Claim

Good morning,

I can forward all of these documents to the appropriate individuals. Is the total claim the amount on this email - \$1578.17?

Thank you,
Meredith

From: mtskelton@charter.net [<mailto:mtskelton@charter.net>]
Sent: Tuesday, February 26, 2019 2:51 PM
To: DeBruin, Meredith
Subject: FW: RE: Claim

Hello Ms. DeBruin, I have additional EOBs and a final claim amount for my pending claim. Hopefully this will enable us to proceed on this claim. The only issue is I still do not have a final EOB for an x-ray done on 1/14. Instead, I am including the claim status detail. I of course can provide the EOB when it comes. Here is a summary of the medical costs incurred as a result of the fall. Please let me know if there is anything else you need from me to proceed. If not, please let me know what I should expect next. Thank you, and have a wonderful day!

12/25/2018	Day of accident			
	Urgent Care			
		Dr. Baye	193.35	EOB 1
		X- Ray	90.85	EOB 2
12/27/2019	Orthopedic Consult / splint			
		Dr. Lang	855.71	EOB 3



HEALTHCARE COOPERATIVE

Printed by: MICHAEL SKELTON
 Printed on: February 28, 2019 3:52:29 PM CST

EOB Detail

Information

Payer
 Name: Common Ground Healthcare Coop
 Address: Claims and Correspondence
 Address 2: PO Box 1630
 City: Brookfield
 State: WI
 Zip Code: 53008
 Contact Name: Customer Service
 Contact Phone: (877) 514-2442

Payee
 Member Name: SKELTON, MICHAEL
 Member ID: 0000302362
 :
 Group Or Policy No: W1-HHX-1
 Claim Number: 2019025T0223800
 Service Date: 01/14/2019
 Provider Name: LANG, MARK S

Details

Service Date	Procedure	Quantity	Charge Amt	Allowed Amount	Non Covered Charge Amt	Deductible	Copay	CoInsurance	Other Ins	Payment	Remarks
01/14/2019	73130	1	\$258.00	\$93.57	\$164.43	\$93.57	\$0.00	\$0.00	\$0.00	\$0.00	Payment based on authorized amount 150
01/14/2019											
Totals:		1	\$258.00	\$93.57	\$164.43	\$93.57	\$0.00	\$0.00	\$0.00	\$0.00	
					Tot Patient Responsibility Amt \$93.57						

Remarks Legend

Code	Description
150	Applied to the in-network calendar year deductible.
ENP	This claim has been priced through the CGHC Elevation network.

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.C. 345-18-19(R.O.231-18-19) is a claim from Mary Bulkow for alleged damages to her vehicle.

REPORT PREPARED BY: Laurie Suhrke, Auditor/Analyst

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 vehicle damages from Ms. Bulkow's when her vehicle was struck by a City of Sheboygan bus.

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 file R.C. 345-18-19(R.O.231-18-19).

ATTACHMENTS:

- I. R.C. 345-18-19(R.O.231-18-19)

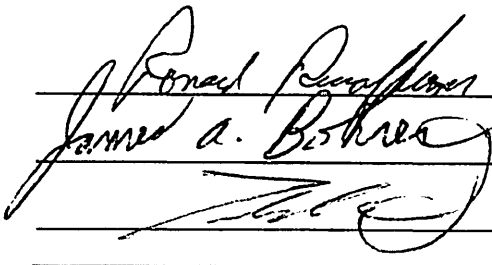
VI

5.14
5.41

R. C. No. 345 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. O. No. 231-18-19 by City Clerk submitting a claim from Margaret A. Bulkow for alleged damages to her vehicle when a City of Sheboygan bus struck the driver's side mirror; 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

3.3

R. O. No. 231 - 18 - 19. By CITY CLERK. March 18, 2019.

Submitting a claim from Margaret A. Bulkow for alleged damages to her vehicle when a City of Sheboygan bus struck the driver's side mirror.

CITY CLERK

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

DATE RECEIVED 3-14-19

RECEIVED BY NKC

CLAIM NO. 3018 MAR 14 '19 AM 10:40

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: MARGARET A. BULKOW
- 2. Home address of Claimant: 125 S. 2ND ST. OOSTBURG, WI 53070
- 3. Home phone number: 920-564-5091
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 3-6-2019 @ 2:00 P.M.

6. Where did damage or injury occur? (give full description) MY CAR WAS PARKED FACING NORTHBOUND ON N13th SOUTH OF NORTHAVE. A NORTH BOUND CITY BUS WENT PAST AND STRUCK MY DRIVERS SIDE MIRROR

7. How did damage or injury occur? (give full description) CITY BUS STRUCK THE DRIVERS SIDE MIRROR ON MY LEGALLY PARK VEHICLE

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: CITY OF SHEBOYGAN BUS STRUCK MY DRIVERS SIDE MIRROR WHILE MY CAR WAS LEGALLY PARKED

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: _____

MEMORANDUM FOR THE DIRECTOR OF THE FBI

DATE: 10/15/54

RE: [Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

[Illegible]

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; CITY BUS STRUCK THE DRIVERS SIDE MIRROR ON MY PARKED VEHICLE

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

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

Auto:	\$ <u>365.65</u>
Property:	\$ <u>—</u>
Personal injury:	\$ <u>—</u>
Other: (Specify below)	\$ <u>—</u>
TOTAL	\$ <u>365.65</u>

Damaged vehicle (if applicable)

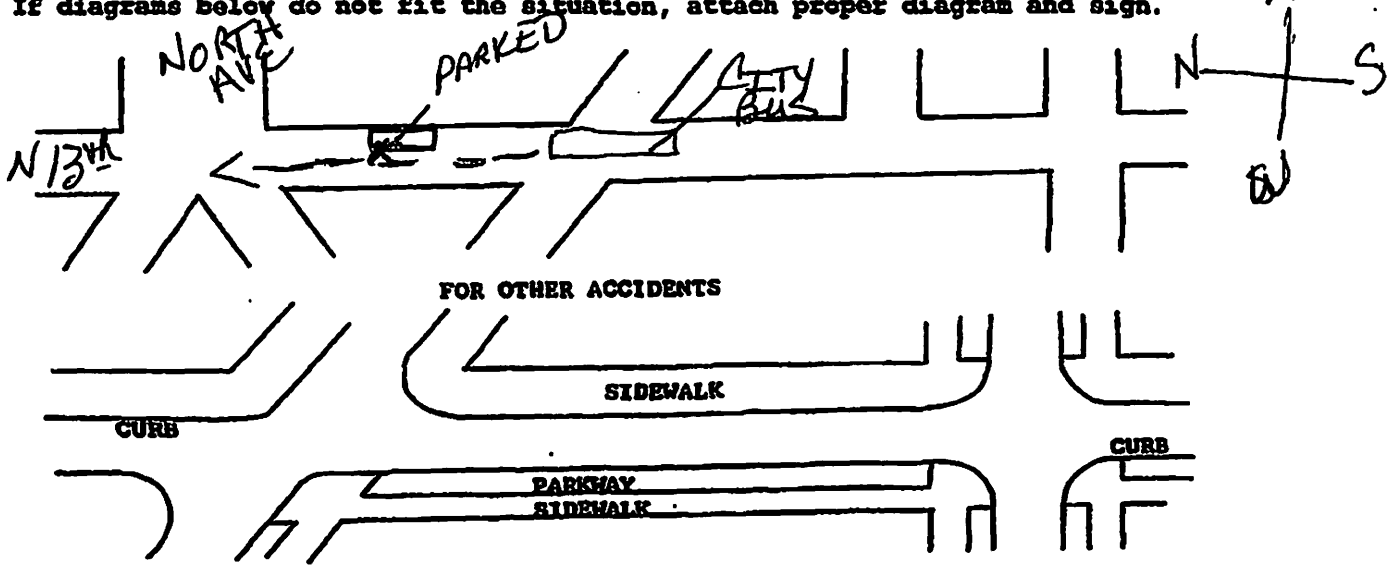
Make: CHEVROLET Model: EQUINOX Year: 2012 Mileage: 56,292

Names and addresses of witnesses, doctors and hospitals: NA

SHEBOYGAN POLICE DEPARTMENT INCIDENT NUMBER
CP-04464

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 Margaret A. Bullbow

DATE 3-8-2019

DATE RECEIVED 3-14-19

RECEIVED BY MRC

CLAIM NO. 30-18

CLAIM

Claimant's Name: MARGARETA BULLKOW
Claimant's Address: 125 S. 2ND ST.
DOSTBURG, WI 53070
Claimant's Phone No. 920-564-5091

Auto \$ 365.65
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 365.65

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 \$ 365.65.

SIGNED X Margaret A. Bullkow

DATE: 3-8-2019

ADDRESS: 125 S 2ND ST. DOSTBURG, WI 53070

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

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

*** PRELIMINARY ESTIMATE ***

03/08/2019 11:33 AM

Owner

Owner: MARGRET BULKAOW
Address:

Work/Day: (920)564-5091

Inspection

Inspection Date: 03/08/2019 11:33 AM

Inspection Type:

Repairer

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

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

Target Complete Date/Time:

Days To Repair: 1

Vehicle

OEM Part Price Quote ID: ****

2012 Chevrolet Equinox 1LT 4 DR Wagon
6cyl Gasoline 3.0 Dohc
6-Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Refinish: Two-Stage

VIN: 2GNFLEE52C6296878
Mileage Type: Actual
Code: U7714B
Int. Refinish: Two-Stage

Options

1st Row LCD Monitor(s)
AM/FM CD Player
Aluminum/Alloy Wheels
Auxiliary Audio Input
Cruise Control
Electric Steering
Halogen Headlights
Heated Rear Wiper Park
Intermittent Wipers
Lighted Entry System
Power Door Locks
Pwr Driver Lumbar Supp
Rear View Camera
Reverse Sensing System
Skid Plates
Strg Wheel Radio Control
Tilt & Telescopic Steer
Traction Control System

2nd Row Head Airbags
Air Conditioning
Anti-Lock Brakes
Bucket Seats
Daytime Running Lights
Emergency S.O.S. System
Head Airbags
Heated W/S Wiper Washers
Keyless Entry System
MP3 Decoder
Power Windows
Rear Spoiler
Rear Window Defroster
Roof/Luggage Rack
Split Folding Rear Seat
Tachometer
Tire Pressure Monitor
Trip Computer

4-Wheel Drive
Alarm System
Auto Headlamp Control
Center Console
Dual Airbags
Floor Mats
Heated Power Mirrors
Illuminated Visor Mirror
Leather Steering Wheel
Power Brakes
Privacy Glass
Rear Step Bumper
Rear Window Wiper/Washer
Side Airbags
Stability Cntrl Suspensn
Theft Deterrent System
Touch Screen Display
Velour/Cloth Seats

Wireless Phone Connect

XM Satellite Radio

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	E	266		Mirror,Outer R/C LT	22818288 GM Part	\$180.05			1.1	SM
2	L	266	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			HAZARD. WSTE. REM.	Sublet Repair	\$3.00*				SM
				3 Items						
			MC	Message						
			13	INCLUDES 0.8 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

Estimate Total & Entries

Gross Parts						\$180.05				
Paint & Materials				1.2 Hours @ \$40.00		\$48.00				
Parts & Material Total									\$228.05	
Tax on Parts & Material				@ 5.500%					\$12.54	
Labor				Rate	Replace Repair Hrs	Total Hrs				
					Hrs					
Sheet Metal (SM)				\$62.00	1.1	1.1	\$68.20			
Mech/Elec (ME)				\$80.00						
Frame (FR)				\$72.00						
Refinish (RF)				\$62.00	1.2	1.2	\$74.40			
Labor Total						2.3 Hours			\$142.60	
Tax on Labor				@ 5.500%			\$7.84			
Sublet Repairs							\$3.00			
Tax on Sublet				@ 5.500%			\$0.17			
Gross Total									\$394.20	
Net Total									\$394.20	

Alternate Parts Y/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Audatex Host
 OEM Part Prices DT 03/08/2019 11:33 AM EstimateID 533337611981299712 QuoteID ****
 Rate Name Default

Audatex Estimating 8.0.642 Update 3 ES 03/08/2019 11:38 AM REL 8.0.642 Update 3 DT 02/01/2019 DB 03/01/2019
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0.7 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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 ***

03/07/2019 10:46 AM

Owner

Owner: MARGARET BULKOW
Address: 125 S 2ND STREET
City State Zip: Oostburg, WI 53070

Home/Day: (920)564-5091
FAX:

Inspection

Inspection Date: 03/07/2019 10:45 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 Side

Appraiser Name: Jeff Wiegand

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

Secondary Impact:

Appraiser License # :

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: 1

Vehicle

OEM Part Price Quote ID: ****

2012 Chevrolet Equinox 1LT 4 DR Wagon
6cyl Gasoline 3.0 Dohc
6-Speed Automatic

Lic.Plate: 150PLU
Lic Expire:
Prod Date: 03/2012
Veh Insp# :
Condition:

Ext. Color: SWITCHBLADE SILVER MET
Ext. Refinish: Two-Stage
Ext. Paint Code: 17,636R

Lic State: WI
VIN: 2GNFLEE52C6298878
Mileage: 56,261
Mileage Type: Actual
Code: U7714B
Int. Color: Yellow w/Yellow Trim w/Cloth
Seat Tri
Int. Refinish: Two-Stage
Int. Trim Code: AFJ

Options - AudaVIN Information Received

1st Row LCD Monitor(s)
AM/FM CD Player

2nd Row Head Airbags
Air Conditioning

4-Wheel Drive
Alarm System

All-Weather Mats (Floor)
 Auxiliary Audio Input
Chromed Alloy Wheels
 Dual Airbags
 Halogen Headlights
 Heated Rear Wiper Park
 Intermittent Wipers
 Lighted Entry System
Mud/Splash Guards
 Power Door Locks
Privacy Glass
 Rear Step Bumper
 Rear Window Wiper/Washer
Roof/Luggage Rack
 Split Folding Rear Seat
 Tachometer
Tire Pressure Monitor
 Trip Computer
 Wireless Phone Connect

Anti-Lock Brakes
Bucket Seats
Cruise Control
 Electric Steering
Head Airbags
 Heated W/S Wiper Washers
Keyless Entry System
 MP3 Decoder
OnStar System
Power Drivers Seat
 Pwr Driver Lumbar Supp
Rear View Camera
Remote Starter
Side Airbags
 Stability Cntrl Suspensn
 Theft Deterrent System
 Touch Screen Display
Upgraded/Addl Speakers
 XM Satellite Radio

Auto Headlamp Control
 Center Console
 Daytime Running Lights
 Emergency S.O.S. System
Heated Power Mirrors
 Illuminated Visor Mirror
Leather Steering Wheel
Metallic Paint
 Power Brakes
 Power Windows
 Rear Spoiler
 Rear Window Defroster
 Reverse Sensing System
 Skid Plates
Strg Wheel Radio Control
Tilt & Telescopic Steer
 Traction Control System
Velour/Cloth Seats

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Doors										
1	OE	266	46	Mirror,Outer R/C LT	Replace PXN OE Srpls	\$155.58			1.1	SM
				>> RYDELL CHEVY OEM (800) 383-4601 >> 1325 E SAN MARNAN DR >> WATERLOO, IA, 50702 >> OEM SURPLUS >> 22818288 (DL8)						
2	L	266	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			Hazardous Waste	Sublet Repair	\$5.00*				RF*
3	Items									

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

Estimate Total & Entries

OE Surplus Parts		\$155.58	
Paint & Materials	1.2 Hours @ \$40.00	\$48.00	
Parts & Material Total			\$203.58
Tax on Parts & Material	@ 5.500%		\$11.20

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$60.00	1.1		1.1	\$66.00
Mech/Elec (ME)	\$120.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$60.00	1.2		1.2	\$72.00

Labor Total		2.3 Hours		\$138.00
Tax on Labor	@ 5.500%		\$7.59	
Sublet Repairs			\$5.00	
Tax on Sublet	@ 5.500%		\$0.28	
Gross Total				\$365.65
Net Total				\$365.65

Alternate Parts Y/01/00/00/01/01 CUM 01/00/00/01/01 Zip Code: 53081 Default
 OEM Part Prices DT 03/07/2019 10:47 AM EstimateID 532963574067240960 QuoteID ****
 Recycled Parts NOT REQUESTED
 Rate Name Default


Audatex Estimating 8.0.643 ES 03/07/2019 10:54 AM REL 8.0.643 DT 02/01/2019 DB 03/01/2019
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0.7 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 | ^ = 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/Rebld |
| 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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