

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

Other Matters

8.2

III

Res. No. 123 - 14 - 15. By Alderperson Hammond. December 15, 2014.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for engineering services and project management services for Fiber Optic Network.

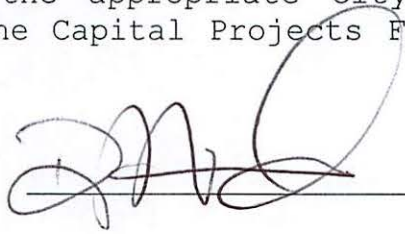
WHEREAS, the City has joined with Sheboygan County and the Sheboygan Area School District to construct a shared fiber network infrastructure to service the three municipal entities , and

WHEREAS, the City/County Shared Services Committee has oversight for the project and recommends Multimedia Communications & Engineering, Inc., for the Engineering Services and Project Management Services.

NOW THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with Multimedia Communications & Engineering Inc for providing engineering services and project management services for Fiber Optic Network at a cost of \$77,812.80.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Capital Projects Fund Account No. 47217100-642200 in payment of same.

Finance

  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



III

Other Matters

8.3

Res. No. 124 14 - 15. By Alderperson Hammond. December 15, 2014.

A RESOLUTION authorizing the appropriate city officials to accept an offer to purchase the Armory Building and a portion of the Armory parcel.

RESOLVED: That the appropriate City officials are hereby authorized to accept, as Seller, the offer to purchase the Armory parcel, except the west 240.83 feet thereof, along with the Armory Building, as more fully set forth in the attached Offer to Purchase.

*Finance*

  
\_\_\_\_\_

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-15 COMMERCIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON \_\_\_\_\_ [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, Sailing Education Association of Sheboygan, Inc. (SEAS), a non-stock corporation  
4 \_\_\_\_\_, offers to purchase the Property known as [Street Address] 516 Broughton Drive (the Sheboygan  
5 Armory Parcel), except the West 240.83 feet thereof, more or less \_\_\_\_\_ in the City  
6 of Sheboygan, County of Sheboygan, Wisconsin  
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

8 ■ PURCHASE PRICE: One and 00/100  
9 \_\_\_\_\_ Dollars (\$ 1.00 ).  
10 ■ EARNEST MONEY of \$ N/A accompanies this Offer and earnest money of \$ \_\_\_\_\_ will be  
11 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 date of this Offer  
15 not excluded at lines 20-22, and the following additional items: The Armory Building situated primarily on the Property but also on the adjacent property  
16 to the west that is not being sold as part of this offer.

17 All personal property included in purchase price will be transferred by bill of sale or \_\_\_\_\_

18 ■ NOT INCLUDED IN PURCHASE PRICE: \_\_\_\_\_

23 **CAUTION:** Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded  
24 by Seller or which are rented and will continue to be owned by the lessor.

25 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.

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

27 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from  
28 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 or before  
30 January 6, 2015. Seller may keep the Property on the market and accept  
31 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 OFFER ONLY IF  
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a  
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

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

38 Seller's recipient for delivery (optional): \_\_\_\_\_

39 Buyer's recipient for delivery (optional): \_\_\_\_\_

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

41 Seller: ( \_\_\_\_\_ ) Buyer: ( \_\_\_\_\_ )

42  (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a commercial delivery  
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at  
44 line 47 or 48.

45  (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's  
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

47 Delivery address for Seller: 828 Center Avenue, Suite 104, Sheboygan, WI 53081

48 Delivery address for Buyer: 630 Riverfront Drive, Suite 230, Sheboygan, WI 53081

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

53 E-Mail address for Seller (optional): chad.pelishak@sheboyganwi.gov

54 E-Mail address for Buyer (optional): ezufelt@windway.com

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

57. ~~PROPERTY CONDITION REPRESENTATIONS~~ Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge  
58 of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated \_\_\_\_\_  
59 and Real Estate Condition Report, if applicable, dated \_\_\_\_\_, which was/were received by Buyer prior to Buyer  
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and  
61 \_\_\_\_\_

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).**

63 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §  
64 709.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real  
65 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied  
66 the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.

67 **CLOSING** This transaction is to be closed no later than February 1, 2015  
68 \_\_\_\_\_ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

72 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.  
73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

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

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

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

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

80

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

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

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115  
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom-swept condition and free of all  
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.  
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)  
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,  
95 are \_\_\_\_\_  
96 \_\_\_\_\_ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97  **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than \_\_\_\_\_ days before closing, estoppel letters dated within  
98 \_\_\_\_\_ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security  
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.  
101 Code Ch. SPS 387). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all  
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at  
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of  
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: \_\_\_\_\_ . If "Time  
106 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"  
107 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.  
108

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** SEE ATTACHED EXHIBIT "A"  
110 \_\_\_\_\_  
111 \_\_\_\_\_  
112 \_\_\_\_\_  
113 \_\_\_\_\_  
114 \_\_\_\_\_  
115 \_\_\_\_\_

116  PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: \_\_\_\_\_

117 \_\_\_\_\_

118 \_\_\_\_\_ [insert proposed use and type and size of building, if applicable; e.g.  
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed  
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be  
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123  EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at  
124 (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and  
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly  
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127  APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense,  
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting  
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

130 \_\_\_\_\_  
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase  
132 the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance of this Offer.

133  ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's)  
134 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135  LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken)  
136 expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;  occupancy permit;  other \_\_\_\_\_

137 \_\_\_\_\_ **CHECK ALL THAT APPLY**, for the Property for its proposed use described  
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which  
139 significantly increase the cost of Buyer's proposed use, all within \_\_\_\_\_ days of acceptance.

140  MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller providing" if neither is  
141 stricken) a \_\_\_\_\_ survey (ALTA/ACSM Land Title Survey if survey type is not  
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within \_\_\_\_\_ days of  
143 acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres,  
144 maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon  
145 the Property, the location of improvements, if any, and: \_\_\_\_\_

146 \_\_\_\_\_ **STRIKE AND COMPLETE AS APPLICABLE** Additional map features  
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot  
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and  
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

150 CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map  
151 when setting the deadline.

152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for  
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information  
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions  
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and  
156 void.

157  DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within  
158 \_\_\_\_\_ days of acceptance: **CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE**

159  Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

160  A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with  
161 representations made prior to and in this Offer.

162  Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear  
163 of all liens, other than liens to be released prior to or at closing.

164  Rent roll.

165  Other \_\_\_\_\_

166 \_\_\_\_\_  
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site  
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and  
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment  
170 notices.

171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and  
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals  
173 and any reproductions) to Seller if this Offer is terminated.

174  CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of the earlier of  
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

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

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

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
- 183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
- 184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including  
185 but not limited to gasoline and heating oil.
- 186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water  
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
- 188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,  
190 nonconforming structures or uses, conservation easements, rights-of-way.
- 191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose  
192 assessments against the real property located within the district.
- 193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property  
194 or the present use of the Property.
- 195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county  
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland  
202 conditions and which is enforceable by the county.
- 203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared  
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
- 205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
- 206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or  
207 archeological artifacts on the Property.
- 208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment  
209 of a use-value conversion charge has been deferred.
- 210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation  
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable  
212 program.
- 213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
- 214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
- 215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event  
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number  
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the  
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific  
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24  
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at  
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair  
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect  
225 the expected normal life of the premises.

226 (Definitions Continued on page 6)

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IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

**FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

**CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.**

- FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.
- ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal and interest may be adjusted to reflect interest changes

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286 or in an addendum attached per line 479.

**NOTE:** If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that purpose.

**BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

**CAUTION:** The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. **BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.**

**SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this 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 commitment.

**FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this 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 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

**IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

**APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

**CAUTION:** An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide adequate time for performance.

**ADDITIONAL PROVISIONS/CONTINGENCIES**  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)  
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a  
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and  
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property  
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if  
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment  
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated  
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information  
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally  
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),  
 298 and state and federal guidelines, as applicable.

299 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater**  
 300 **or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site**  
 301 **Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or**  
 302 **other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.**

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be  
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,  
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs  
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central  
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;  
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground  
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on  
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.**

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

318 **EARNEST MONEY**

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

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

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

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

**TITLE EVIDENCE**

340 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if  
341 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and  
342 encumbrances, except municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility  
343 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed  
344 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and  
345  
346 \_\_\_\_\_  
347 \_\_\_\_\_  
348 \_\_\_\_\_ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents  
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain  
351 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use  
352 other than the current use.

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

356 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~ (Buyer's) **STRIKE ONE** ("Seller's" if  
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance  
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue  
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for  
360 closing (see lines 365-371).

361 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance  
362 commitment is delivered to Buyer's attorney or Buyer not more than 15 days after acceptance ("15" if left blank), showing title to the  
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which  
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within  
366 15 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a  
367 reasonable time, but not exceeding 5 days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver  
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said  
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does  
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable  
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

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

379  **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of  
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**  
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also  
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the  
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of  
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer  
385 had actual knowledge or written notice before signing the Offer.

386 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance,  
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site  
388 Assessment report to which Buyer objects (Notice of Defects).

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

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

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

399 If Buyer defaults, Seller may:

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

402 If Seller defaults, Buyer may:

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

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

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

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

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

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square  
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless  
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**  
 420 **decision to purchase.**

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

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

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the  
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at  
 436 (608) 240-5830.

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

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

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

Property Address: 516 Broughton Drive, Shesboygan, Wisconsin

450  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon  
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon  
452 a qualified independent inspector or qualified independent third party performing an inspection of \_\_\_\_\_

453 \_\_\_\_\_ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which  
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections  
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.  
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

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

459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual  
460 knowledge or written notice before signing the Offer.

461  **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance,  
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer  
463 objects (Notice of Defects).

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

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

471  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at  
472 \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts a bona fide secondary offer,  
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property  
474 Contingency and \_\_\_\_\_

475 \_\_\_\_\_  
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**  
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within \_\_\_\_\_ hours of Buyer's Actual Receipt of said notice, this Offer shall be  
478 null and void.

479  **ADDENDA:** The attached Property Description and Site Plan is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] City Attorney Stephen G. McLean

481 \_\_\_\_\_ on \_\_\_\_\_

482 Buyer Entity Name (if any): Sailing Education of Association, Inc.

483  Leslie P Kohler Leslie P Kohler 12/15/14  
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ▲ Date ▲

485  \_\_\_\_\_  
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ▲ Date ▲

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

488 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

492 Seller Entity Name (if any): City of Sheboygan

493  \_\_\_\_\_  
494 Seller's/Authorized Signature ▲ Print Name/Title Here ▲ Michael J. Vandersteen, Mayor Date ▲

495  \_\_\_\_\_  
496 Seller's/Authorized Signature ▲ Print Name/Title Here ▲ Susan Richards, City Clerk Date ▲

497 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

498 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

499 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

## EXHIBIT "A"

### ADDITIONAL PROVISIONS/CONTINGENCIES

- A) At closing, Buyer will purchase the entire Municipal Armory Building. Seller will grant Buyer a temporary limited easement over Seller's remaining parcel for building demolition and site restoration work, said easement to expire upon completion of demolition and site work but not later than June 1, 2015. Seller to grant Buyer a permanent easement over the east 26 feet of the West portion of the Block for ingress and egress to parking stalls on the west side of the new building.
- B) Buyer's Armory Building demolition and site restoration work to be completed by no later than June 1, 2015: The building shall have its foundation walls, footings, basement floors, concrete slabs and concrete walls removed from the site and disposed of in a proper manner or ground into granular fill and returned. The site shall be backfilled to existing grades with unclassified fill (clay, gravel, sand, free from peat, wood, large stones, boulders, roots, cinders, trash, and other objectionable material). The existing grades shall be defined as a finished height equal to that of the finished grade of the area immediately adjoining the existing Armory Building.
- C) Buyer to develop the Property as the home for SEAS containing office space, classroom facility, boat storage and repair space.
- D) Construction of the new building to commence on or before April 1, 2016. Upon Buyer's failure to commence construction by said date, the Property shall revert back to the Seller.
- E) Buyer's building structure to be no higher than 20 feet above grade, with the exception of the boat repair portion on the north side of the building which shall be no higher than 25 feet high.
- F) Seller to abate all asbestos, lead paint and lead from former shooting range from the Armory Building on or before closing.
- G) Closing to be contingent upon Buyer obtaining demolition permit from City's Building Inspection Department.

H) Indemnification.

Seller hereby indemnifies, defends and holds the Buyer harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the Buyer in connection with any of the following: (A) the presence of any petroleum products or hazardous materials or Hazardous Substances on the Property, which products or materials or substances were present on the Property on the date of closing; and (B) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any release of petroleum products or hazardous materials or Hazardous Substances as described in clause (A) above. Notwithstanding the foregoing, the Seller shall not be liable for any claims, liabilities or demands arising from any acts or omissions on the part of the Buyer, or Buyer's Affiliates, or any of their other members, or any of their contractors, subcontractors, agents, employees or invitees.

Buyer hereby indemnifies, defends and holds the Seller harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the Seller in connection with any of the following: (a) the failure of Buyer, or their contractors, subcontractors, agents, employees or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Buyer or their contractors, subcontractors, agents, employees or invitees of petroleum products or hazardous materials or Hazardous Substances on the Property, which products or materials or substances were not present at, under or on the Property on the date of closing; and (c) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Buyer and/or their contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or Hazardous Substances as described in clauses (a) and (b) above. Notwithstanding the foregoing, the Buyer shall not be liable for any claims, liabilities or demands arising from any acts or omissions on the part of the Seller or their contractors, subcontractors, agents, or employees.

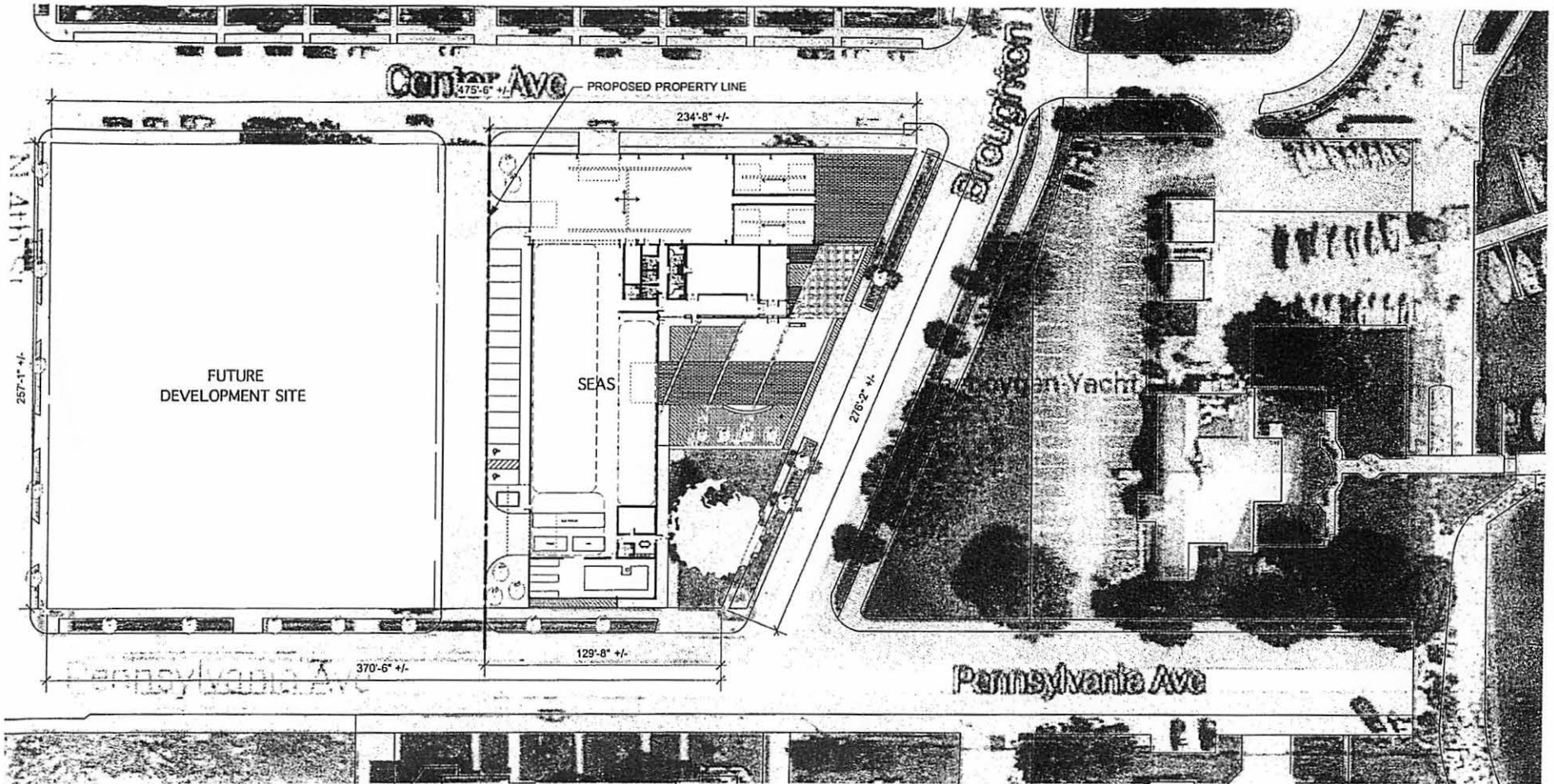
The term "Hazardous Substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws or regulations.

**PROPERTY DESCRIPTION**

Section 23, Town 15 North, Range 23 East, Sheboygan County, Wisconsin:

That tract of land bounded as follows: On the north by Center Avenue, on the east by Broughton Drive, on the south by Pennsylvania Avenue, and on the west by North 4th Street;

with the exception of the West 240.83 feet, more or less, thereof, as shown on the attached site plan drawing.



The use of this drawings is done at your own risk; we do not guarantee the graphical or dimensional accuracy of the drawings.



The Kubala Washatko Architects, Inc.  
 W61 N617 Mequon Avenue  
 Cedarburg, WI 53012  
 p: 262.377.6039 | f: 262.377.2954

**SAILING EDUCATION ASSOCIATION OF SHEBOYGAN**

SITE PLAN | 1" = 50'

December 8, 2014  
 TKWA PROJECT | 206514



A.1

II

4.1

R. O. No. 207 - 14 - 15. By PURCHASING AGENT. January 5, 2015.

Submitting a tabulation of bids for the lawful removal and disposal of materials containing asbestos and lead based paint prior to demolition as required by the State of WI Department of Natural Resources

Bidder	City	Cost
Advanced Asbestos Removal Inc.	Oshkosh	\$ 12,420.00
Environet Inc.	Oshkosh	\$ 15,575.00

Both of the bids reference the testing report provided and include the potential for additional costs related to asbestos pipe insulation buried within the floor structures.

Submitting a tabulation of bids for the complete demolition of the existing structure located at 812 New Jersey Avenue in Sheboygan following complete abatement of asbestos and lead based paint as detailed above:

Bidder	City	Cost
Guelig Waste Removal	Eden	\$ 27,400.00
Fischer Construction	Brookfield	\$ 53,520.00
Wagner Excavating	Sheboygan	\$ 38,950.00
Spielvogel & Sons	Sheboygan	\$ 28,250.00
Scott's Excavating Inc.	Sheboygan Falls	\$ 24,950.00

*Finzel*

Respectfully submitted,

Bernard R. Rammer  
Purchasing Agent

II

4.2

R. O. No. 208 - 14 - 15. By PURCHASING AGENT. January 5, 2015.

Submitting a cost breakdown for the Lease/purchase of replacement/refurbished ambulance vehicles for the Sheboygan Fire Department. Lease to be obtained through Tax exempt leasing corporation of Libertyville, IL

Remounting of (3) Existing ambulance bodies, including complete refurbishing and inspection of all on board systems onto (3) new 2015 Ford F-450 Diesel Powered Chassis, (3) New Stryker Power cots and use of a loaner vehicle during the duration of the work.

**\$ 135,865.00 Each..... Total of \$407,595.00**

Purchase of a pre-owned 2008 Ford F-450 Ambulance with just 2,000 miles including inspection of all onboard systems, installation of various components to make the ambulance compatible with the three above and including a Stryker Power Cot.....**\$ 143,394.00**

Purchase of (4) New Physio-Control Lifepack 15 Cardiac Monitors, necessary software, batteries and battery chargers and a generous trade in allowance of the current 8 year old equipment.....**Total of \$112,060.68**

**Total of \$663,049.68**

Lease principle amount not to exceed \$664,000.00 for the above equipment including a modest contingency, at a rate of 2.97% APR for a period of (7) years beginning in January, 2016 with an annual payment not to exceed \$ 106,455.075 per year.

*Siavel*

Respectfully submitted,

Bernard R. Rammer  
Purchasing Agent

III

III

5.2

Res. No. 128- 14 - 15. By Alderperson Hammond. January 5, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into contract(s) for the abatement of asbestos containing materials and the complete demolition and site restoration of the commercial property located at 812 New Jersey Avenue, Sheboygan.

WHEREAS: The City purchased this property in January of 2014 as a means to making this parcel and adjacent parcels already owned by the City more attractive to potential development. The City has subsequently determined that the existing building has no appreciable value for re-use as part of new commercial development and:

WHEREAS: The Purchasing Agent was directed to prepare and issue bids for the required pre-demolition removal of asbestos and lead based paint containing materials as well as a separate bid for demolition and the results of those bids are contained herein and:

WHEREAS: The demolition of this structure will suffice to make the site much more attractive to development as well as expedite the construction of new development while saving the City of Sheboygan costs associated with on-going maintenance, utility expense etc.

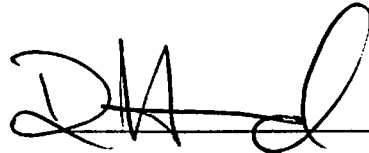
WHEREAS: The majority of the work is planned to be done over the winter months allowing for presentation of a clear site for development in the spring of 2015.

*Inance*

III

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Advanced Asbestos Removal Inc. of Oshkosh for the abatement in the amount of \$12,420.00. Further, the purchasing agent is authorized to enter into contract with Scott's Excavating Inc. of Sheboygan Falls in the amount of \$24,950.00 for demolition and site restoration, as included in their bids.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders in the amount of \$37,370.00 on the TIF # 6 \_\_\_\_\_ In payment of same.



A handwritten signature in black ink, appearing to be 'D.A.L.', is written over a horizontal line.

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

5-3

Res. No. 129 - 14 - 15. Alderperson Hammond. January 5, 2015.

A FINAL RESOLUTION REGARDING INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING FOR POLYFAB CORP. PROJECT.

BE IT RESOLVED by the Common Council of the City of Sheboygan, Wisconsin (the "Issuer"), as follows:

Section 1 Recitals.

1.01 Under Wisconsin Statutes, Section 66.1103, as amended (the "Act"), the Issuer is authorized and empowered to issue revenue bonds to finance eligible costs of qualified "projects" (as defined in the Act), and to enter into "revenue agreements" (as defined in the Act) with "eligible participants" (as defined in the Act).

1.02 Pursuant to an Initial Resolution duly adopted on July 21, 2014, the Issuer expressed its intention to issue industrial development revenue bonds of the Issuer in an amount not to exceed \$10,000,000 (the "Bonds") to finance a project on behalf of Polyfab Corp., a Wisconsin corporation, and Gill - Janssen Corp., a Wisconsin corporation (collectively, the "Borrower"), consisting of financing the (i) acquisition of land, (ii) construction of an approximately 50,000 square foot addition to an existing approximately 50,000 square foot manufacturing facility located at 1705 Martin Avenue in the City of Sheboygan, Wisconsin (the "Facility") which is used by Polyfab Corp. to manufacture custom plastic injection molded parts, (iii) rehabilitation of the existing Facility, (iv) acquisition and installation of equipment at the Facility and (v) professional fees and costs (collectively, the "Project"). Notice of adoption of the initial resolution adopted on July 21, 2014 was published as provided in the Act, and no petition requesting a referendum upon the question of issuance of the revenue bonds has been filed.

1.03 Pursuant to Wisconsin Statutes, Section 66.1103, as amended, the Issuer may finance a project which is located entirely within the geographic limits of the Issuer.

1.04 Drafts of the following documents have been submitted to this Common Council and are ordered filed in the office of the City Clerk:

(a) a Bond Agreement (the "Bond Agreement"), proposed to be entered into among the Issuer, the Borrower, Bank First National, as trustee (the "Trustee") and Bank First Investments, Inc., as original purchaser (the "Original Purchaser");

(b) a Series A Promissory Note, Series B Promissory Note, and Series C Promissory Note, each from the Borrower to the Issuer, and each assigned by the Issuer to the Trustee; and

(c) a No Arbitrage Certificate.

*Finance*

22

III

## Section 2 Findings and Determinations.

It is hereby found and determined that:

(a) based on representations of the Borrower, the Project constitutes a "project" authorized by the Act;

(b) a public hearing has been duly held on January 19, 2015 in accordance with the provisions of Section 147(f) of the Internal Revenue Code of 1986, as amended, at which residents of the City of Sheboygan, Wisconsin were given an opportunity to be heard in regard to the proposed issuance of the Bonds and the nature and location of the proposed Project;

(c) the purpose of the Issuer's financing costs of the Project is and the effect thereof will be to promote the public purposes set forth in the Act;

(d) it is desirable that three series of revenue bonds in the aggregate principal amount not to exceed \$10,000,000 (the "Series 2015A Bonds", Series 2015B Bonds" and the "Series 2015C Bonds", collectively the "Bonds") be issued by the Issuer upon the terms set forth in the Bond Agreement, under the provisions of which the Issuer's interest in the Bond Agreement (except for certain rights as provided therein) and the loan repayments will be assigned to the Trustee as security for the payment of principal of and interest on and premium, if any, on all the Bonds outstanding under the Bond Agreement;

(e) the loan payments provided for in the Bond Agreement, and the formulas set out for revising those payments under the Bond Agreement as required under the Act, are sufficient to produce income and revenue to provide for prompt payment of principal of and interest on and premium, if any, on Bonds issued under the Bond Agreement when due; the amount necessary in each year to pay the principal of and interest on the Bonds is the sum of the principal of, and interest on, the Bonds due in such year, whether on a stated payment date, a redemption date, or otherwise; and the Bond Agreement provides that the Borrower shall provide for the maintenance of the Project in good repair, keeping it properly insured; and

(f) under the provisions of the Act, the Bonds shall be limited obligations of the Issuer, and the Bonds do not constitute an indebtedness of the Issuer, within the meaning of any state constitutional or statutory provision, and do not constitute nor give rise to a charge against the Issuer's general credit or taxing powers or a pecuniary liability of the Issuer.

## Section 3 Approvals and Authorizations; Authentication of Transcript.

3.01 This resolution shall constitute the approval of the Bonds within the meaning of Section 147(f) of the Internal Revenue Code of 1986, as amended, and the Bonds are hereby approved. There is hereby approved

the issuance by the Issuer of its industrial development revenue bonds (specifically, the Bonds) in an aggregate principal amount not to exceed \$10,000,000 for the purpose of financing the Project.

The Issuer shall proceed to issue its Industrial Development Revenue Bonds, Series 2015A, 2015B and 2015C (Polyfab Corp. Project), in the aggregate principal amount not to exceed \$10,000,000, in the forms and upon the terms set forth in the Bond Agreement, which terms, including without limitation, interest rates, redemption provisions and maturity, are for this purpose incorporated in this resolution and made a part hereof. The terms are hereby approved without further action by the Issuer, and the Mayor and City Clerk are authorized and directed to execute and deliver the documents listed in Section 1.04 herein which are hereby approved, together with such subsequent changes as may be requested and approved by bond counsel and the Issuer's attorney, and such other documents, agreements, instruments or certificates as are deemed necessary or desirable by the Issuer's attorney and bond counsel, including an Internal Revenue Service Form 8038.

The Mayor and the City Clerk are authorized and directed to execute and seal the Bonds as prescribed in the Bond Agreement and to deliver them to the Trustee (together with a certified copy of this resolution and any other documents required by the Bond Agreement) for authentication and delivery to the Original Purchaser.

3.02 The publication in the official newspaper of the Issuer of the notice for the public hearing referred to in Section 2(b) of this resolution, and such notice of public hearing as so published, are hereby ratified.

3.03 The Issuer hereby elects to have the provisions of Section 144(a)(4)(A) of the Internal Revenue Code of 1986, as amended, apply to the Bonds.

3.04 The Mayor and the City Clerk and other officers of the Issuer are authorized to prepare and furnish to the Trustee and bond counsel certified copies of all proceedings and records of the Issuer relating to the Bonds, and such other affidavits and certificates as may be required by the Trustee and bond counsel to show the facts relating to the legality and marketability of the Bonds as such facts appear from the books and records in the officers' custody and control or as otherwise known to them.

3.05 The approval hereby given to the various documents referred to in this resolution includes the approval of such additional details therein as may be necessary and appropriate for their completion and such modifications thereto, deletions therefrom and additions thereto as may be approved by the Issuer's attorney and bond counsel. The execution of any document by the appropriate officer or officers of the Issuer herein authorized shall be conclusive evidence of the approval by the Issuer of such document in accordance with the terms hereof.

3.06 Bank First National shall initially assume and perform the duties of Trustee.

3.07 Notice of sale of the Bonds, in the form attached hereto as Exhibit A, shall be published in the official newspaper of the Issuer as a class 1 notice under Chapter 985 of the Wisconsin Statutes.

3.08 The Bonds shall be limited obligations of the Issuer payable by it solely from revenues and income derived by or for the account of the Issuer from or for the account of the Borrower pursuant to the terms of the Bond Agreement. As security for the payment of the principal of, premium, if any, and interest on the Bonds, the Issuer shall pledge and assign to the Trustee all of its right, title and interest in and to the trust estate described in the Bond Agreement.

3.09 All out-of-pocket costs of the Issuer, including attorneys' fees, in connection with the issuance and sale of the Bonds shall be paid from the proceeds of the Bonds or by the Borrower.

  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**EXHIBIT A**

NOTICE TO ELECTORS OF  
THE CITY OF SHEBOYGAN, WISCONSIN

On January 19, 2015, a resolution was offered, read, approved and adopted whereby the City of Sheboygan, Wisconsin authorized the issuance and sale of its Industrial Development Revenue Bonds, Series 2015A, 2015B and Series 2015C (Polyfab Corp. Project) in an amount not to exceed \$10,000,000 (the "Bonds"). The closing of this bond sale was held on January \_\_\_\_\_, 2015. A copy of all proceedings had to date with respect to the authorization and sale of said Bonds is on file and may be examined in the office of the City Clerk, 828 Center Avenue, Sheboygan, Wisconsin.

This notice is given pursuant to Section 893.77, Wisconsin Statutes, which provides that an action or proceeding to contest the validity of such financing, for other than constitutional reasons, must be commenced within 30 days after the date of publication of this notice.

Susan Richards, City Clerk  
City of Sheboygan, Wisconsin

III

5.4

Res. No. 130 - 14 - 15. By Alderperson Hammond. January 5, 2015.


A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establish estimated revenue and appropriation for proceeds from the Estate of Carol Butzen:

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Capital Projects Fund	Capital Projects Fund	
City Development	City Development	
Sale of Property	Land Improvements	
40061100-469101	40061100-611100	\$46,035.16

*Finance*

  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

III

5.5

Res. No. 131 - 14 - 15. By Alderperson Hammond. January 5, 2015.

A RESOLUTION authorizing the Purchasing Agent to enter into a seven year lease to Purchase agreement for the remount and refurbishing of (3) three existing ambulance bodies onto new chassis and the purchase of one pre-owned 2008 model ambulance with just 2,000 miles, four Stryker Power Cots, new Cardiac Monitors and related equipment:

WHEREAS; The Sheboygan Fire Department will be making its final lease payment on the current ambulance vehicles in January 2015 and;

WHEREAS; The three current ambulance vehicles will be eight years old and are becoming less reliable as well as more costly to maintain. In addition, the "spare" ambulance which was purchased second-hand in 2007 has exceeded its expected useful life and is no longer reliable or able to be re-certified and;

WHEREAS; The Sheboygan Fire Department in conjunction with City Staff began the process of investigating replacement in early 2014 and performed countless hours of research to determine the present and future needs of the City with regard to ambulance vehicles as well as the equipment used for patient transport, advanced life support and other services provided to the taxpayers of the City of Sheboygan and;

WHEREAS; The Sheboygan Fire Department initially determined that the City ought to purchase (3) brand new ambulances, fully equipped, to replace the current vehicles. A bid was issued for same with the projected costs approaching \$ 900,000.00 as proposed by the bidders. In the interest of fiscal responsibility, an alternate course of action was pursued whereby the Three current vehicles would receive new chassis and the ambulance bodies would be refurbished and re-used, in this way extending the initial return on investment on these vehicles, after a determination was made that these bodies can be re-used following a careful inspection and update and continue to meet specifications and:

WHEREAS; in 2007, the three ambulances and all equipment were purchased at total cost of approximately \$ 570,000.00. Under the plan contained herein the City will end up with four, fully equipped frontline ambulance vehicles with new chassis, updated life support equipment and power lifting cots as recommended by the City's insurer, CVMIC, to assist in the reduction of injuries incurred while lifting patients.

III

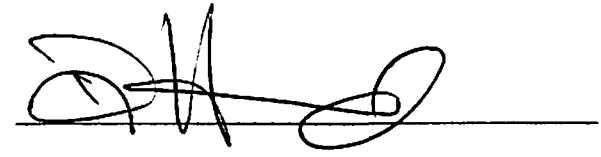
WHEREAS; the work to be performed on the ambulances will be performed in the State of WI, and will be performed by the same company that performs specialized repairs to the city's fire apparatus. In addition, while each ambulance conversion occurs, the City will have the use of a loaner ambulance at no cost other than fuel, insurance and preventative maintenance.

WHEREAS; The City has further researched a leasing vendor who will provide a 7 year lease at an interest rate of 2.97%. The first payment will not be due until January 2016 with the annual amount of payments not to exceed \$106,455.75.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a Lease to purchase agreement with Tax Exempt Leasing Corporation of Libertyville IL, having a principle amount not to exceed \$664,000.00.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw annual lease payments on the appropriate ambulance reserve accounts as identified by the Finance Director an amount not exceeding \$106,455.75 per year for a total of seven (7) years at an interest rate of 2.97%, with the first payment to be due in January of 2016.

*Finance*



A handwritten signature in black ink, appearing to be 'D.H.', written over a horizontal line.

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

Res. No. \_\_\_\_\_ - 14 - 15.

By Alderperson Hammond, January 19, 2015

A RESOLUTION authorizing the City of Sheboygan to retain room tax revenue from the Blue Harbor Resort for payment of the convention center debt not previously covered by room tax receipts.

WHEREAS, the City of Sheboygan entered into a agreement with Blue Harbor Resort Sheboygan LLC in July, 2003 which included a guarantee of room tax receipts for payment of the debt service on the convention center;

WHEREAS, Blue Harbor Resort Sheboygan, LLC sold the improvements located on the Leased Premises to Tenant, Claremont New Frontier Resort, LLC and requested release of the guarantee of room tax receipts for the debt service on the convention center;

WHEREAS, the Common Council approved the transfer to Claremont New Frontier Resort, LLC in March, 2011; and

WHEREAS, the room tax receipts from Claremont New Frontier Resort, LLC has created a shortfall in the debt payments on the convention center requiring the City to cover the shortfall; and

WHEREAS, the convention center debt will be repaid in 2018 and at that time, the City would be able to determine the total amount of shortfall from the room tax receipts.

RESOLVED: That the Finance Director/Treasurer is directed to calculate the amount of shortfall resulting from the payment of the debt offset by the room tax receipts and the room tax receipts will repay the City for any shortfall until such time as the City has been made whole for the debt payments on the convention center.

**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

**VI**

5.5

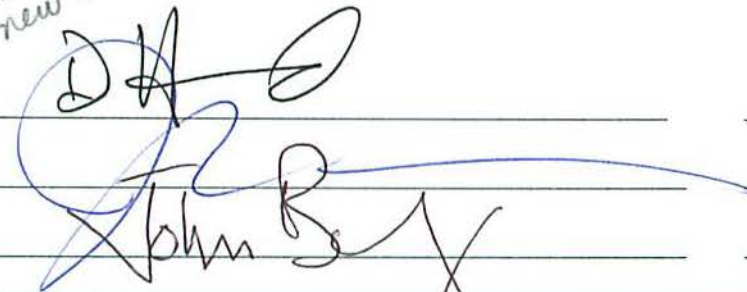
R. C. No. 350- 13 - 14. By FINANCE. April 14, 2014.

Your Committee to whom was referred the following:

1. R. C. No. 447-12-13 by Finance who met and discussed the following:
  - R. O. No. 74-12-13 by the City Clerk submitting a claim from United Auto Parks, LLC, for alleged damages to their vehicle when a City worker hit their parked car
  - R. O. No. 169-12-13 by the City Clerk submitting a Notice of Claim from Kaster Law on behalf of their client Sandra Behr
  - R. O. No. 224-12-13 by the City Clerk submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water at Kiwanis Park
  - R. O. No. 245-12-13 by the City Clerk submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel

recommends that the documents be referred to the Finance Committee of the new Common Council.

*Finance  
new C.C.*

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

**VI**

6.9

R. C. No. 447 - 12 - 13. By FINANCE. April 3, 2013.

Your Committee met and discussed the following:

1. R. O. No. 74-12-13 by City Clerk submitting a claim from United Auto Parks, LLC, for alleged damages to their vehicle when a City worker hit their parked car.

2. R. O. No. 130-12-13 by City Clerk submitting a Notice of Injury of Annalee Kruger, pursuant to Wis. Stats. Sec. 893.80(1) regarding alleged injuries when a School Bus failed to yield the right of way when making a left turn, striking Ms. Kruger.

3. R. O. No. 169-12-13 by City Clerk submitting a Notice of Claim from Kaster Law on behalf of their client Sandra Behr.

4. R. O. No. 199-12-13 by City Clerk submitting a communication from American Family Insurance regarding their insured Cheryl Escher and alleged damages done to her parked vehicle when it was struck by a City vehicle.

5. R. O. No. 224-12-13 by City Clerk submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water located at Kiwanis Park.

6. R. O. No. 245-12-13 by City Clerk submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel.

7. R. O. No. 286-12-13 by City Clerk submitting a claim from Denise K. Roberts for alleged injuries sustained when she slipped on ice in front of the Police Department.

8. R. O. No. 301-12-13 by City Clerk submitting a Notice of Circumstances giving rise to claim for damages pursuant to Sec. 893.80, Wis. Stats. to the Redevelopment Authority and the City of Sheboygan.

RC 45-13-14  
6-17-13

RC 46-13-14  
6/17/13

RC 47-13-14  
6/17/13

*Finance of  
new COB*

*new (4/14/14)*

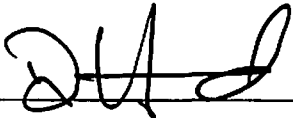
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11

12

9. R. C. No. 393-11-12 by Special Committee on Risk Management  
Committee to whom was referred various documents;

recommends that the documents be referred to the Finance Committee of the  
new Common Council.



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. 74 - 12 - 13. By CITY CLERK. July 2, 2012.

Submitting a claim from United Auto Parks, LLC, for alleged damages to their vehicle when a City worker hit their parked car.

*Finance*  
*new C.C.*

*Susan Richards*  
\_\_\_\_\_  
City Clerk

19

III

1

1918/1919

DATE RECEIVED 6/20/2012

*Long*

RECEIVED BY Rebekah Tamarco

CLAIM NO. 14-00228480 7-12

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: UNITED AUTO PARTS LLC
2. Home address of Claimant: N/A
3. Home phone number: N/A
4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 3/15/2012 10:37AM

6. Where did damage or injury occur? (give full description) Hit while parked Accident

7. How did damage or injury occur? (give full description) our Insured Vehicle was parked and was hit by Sheboygan city worker

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: C12-05065 (Sheboygan Police)

(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

11. Name and address of any other person injured:

No

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

Auto: \$ 204.13

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

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

Other: (Specify below deductible) \$ 500.00

TOTAL \$ 704.13

Damaged vehicle (if applicable)

Make: CHEVY Model: SONIC Year: 2012 Mileage: N/A

Names and addresses of witnesses, doctors and hospitals:

No

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.

City of Sheyboygan  
driver: Brian Sandberg  
1609 Parknoll Ln  
Port Washington  
WI 53074

SIGNATURE OF CLAIMANT \_\_\_\_\_ DATE \_\_\_\_\_

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

DATE RECEIVED 6/20/2012

RECEIVED BY Rebeka Tawaleg

CLAIM NO. 1400828480

CLAIM

Claimant's Name:	<u>United Auto Parts LLC</u>	Auto	\$ <u>204.13</u>
Claimant's Address:	<u>N/A</u>	Property	\$ _____
	<u>N/A</u>	Personal Injury	\$ _____
Claimant's Phone No.	<u>N/A</u>	Other (Specify below)	\$ <u>500.00 deduct</u>
		<b>TOTAL</b>	\$ <u>704.13</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 \$ 704.13.

SIGNED Rebeka S Tawaleg DATE: 6/20/2012

ADDRESS: The Hanover Insurance Claims Only  
P.O. BOX 15149 Worcester MA 01615-0145

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



Unsaved Work | [Help](#) | [About](#)

Go to (Alt+/)  Go

- [Desktop](#)
- [Search](#)
- [Address Book](#)
- [Claim \(14-00828480\)](#)
- [Vacation](#)

● | Pol: AW1-3168958-03 | Ins: UNITED AUTO PARTS LLC | DoL: 03/15/2012 | St: Open | Adj: F  
Unit Mgr: Mark Moretti)

- [Actions](#)
- [Summary](#)
- [Workplan](#)
- [Loss Details](#)
- [Exposures](#)
- [Parties Involved](#)
- [Policy](#)
- [Financials](#)
- [Notes](#)
- [Documents](#)
- [Plan of Action](#)
- [Subrogation](#)
- [Litigation](#)
- [History](#)
- [FNOL Snapshot](#)
- [Calendar](#)

*proof of payments*

[Check Details](#)(Up to Financials (Total Incurred: \$204.13): Checks)  
[Summary](#)[Transactions](#)[Checks](#)[Financial Audit](#)

Void/Stop

Check			Me
Check Number	05490189		Re
Bank Code			Me
In Payment Of	Appraised damages, less \$500 deductible		
	Robert's Rusch Autobody		Pa
Pay To The Order Of	AND UNITED AUTO PARTS LLC		Ch
	1129 Indiana Ave		Tr
	Sheboygan, WI 53081		HC
Primary Payee Name	Robert's Rusch Autobody		Re
Joint Payee Name	UNITED AUTO PARTS LLC		Pr
Primary Payee Type	Vendor		Pr
Joint Payee Type	Named Insured		WI
Payee Tax ID	39-0829344		Ch
Address	1129 Indiana Ave		Cr
City	Sheboygan		Po
State	WI		Vc
Zip	53081		Re
Net Amount	\$204.13		De
			To

Deduction Details

Nc

Gross Amount \$204.13

Deductions Deduction TypeCommentsAmount  
Sum:

Details

Ap

Claimant UNITED AUTO PARTS LLC

Da

Invoice Number

Date of Service

Service Description

Payments

Pmt Type	Check Amount	Request Date	Scheduled Send Date	Exposure	PMS F
Final	\$204.13	04/16/2012	04/16/2012	1	01

RECEIVED

1-2-4-5-9-



The Hanover Insurance Company  
Citizens Insurance Company of America

Subrogation Unit  
PO Box 15149  
Worcester MA 01615-0149  
Telephone: 800-628-0250 Ext: 5817  
Fax Number: 508-926-5660

May 11, 2012

218

CITY OF SHEBOYGAN  
2026 NEW JERSEY AVE  
SHEBOYGAN WI 53081

Re: Our Insured: UNITED AUTO PARTS LLC  
Claim Number: 14-00828480 001  
Date of Loss: 03/15/2012  
Your Insured: City of Sheboygan  
Your File Number: self insured

Dear Sir or Madam:

Our investigation indicated the above incident was caused by the negligence of your insured.

Enclosed are subrogation papers documenting our request for reimbursement of the following outlined payments:

<b>Our Payment:</b>	204.13
<b>Deductible:</b>	500.00
<b>Total Claim:</b>	704.13

*Mar 15, 2012*

Please forward your payment in the amount of \$704.13.

*RSTANACEA@Hanover.com*

Thank you for your cooperation in this matter.

Sincerely,

*Rebeka Tanacea*

Rebeka Tanacea  
Recovery Specialist  
Allmerica Financial Benefit Insurance Company  
5817

*RSTANACEA@hanover.com*

Enclosures: **Appraisal/Estimate**

RECEIVED MAY 24 2012

CC: ATTY'S OFFICE, JIM AMODEO, LAURIE SUHRKE, ~~DAVE BIRDBL~~

*Ryan Sojanca*  
Page 1 of 6

**Fraud Warning Statement for all States (except as individually listed below):**

Any person who knowingly presents a false, incomplete, misleading or fraudulent claim, conceals any material fact to deceive an insurance company, knowingly presents false information in an application for insurance, or assists to commit a fraud, may be subject to criminal and civil penalties.

**Fraud Warning Statement for the State of Arkansas only:**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Fraud Warning Statement for the State of Colorado only:**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**Fraud Warning Statement for the District of Columbia only:**

Warning: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**Fraud Warning Statement for the State of Florida only:**

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Fraud Warning Statement for the State of Indiana only:**

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

**Fraud Warning Statement for the State of Kentucky only:**

Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

**Fraud Warning Statement for State of Maine only:**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

**Fraud Warning Statement for State of Maryland only:**

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**Fraud Warning Statement for State of New Hampshire only:**

Any person who with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

**Fraud Warning Statement for State of New Jersey only:**

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

**Fraud Warning Statement for State of North Carolina and Tennessee only:**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**Fraud Warning Statement for the State of Ohio only:**

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

**Fraud Warning Statement for State of Virginia only:**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

04/16/2012 AT 01:51 PM  
103229

14-00-828480-1-1  
27NH4190

THE HANOVER INSURANCE GROUP  
CENTRAL CLAIM CENTER  
808 HIGHLANDER WAY  
HOWELL, MI 48843  
(800)628-0250X3287

ESTIMATE OF RECORD

WRITTEN BY: JENNIFER ROBERTSON 04/16/2012 01:51 PM  
ADJUSTER: HILARY COPELAND (800)628-0250X6731

INSURED: UNITED AUTO PARTS LLC,  
OWNER: UNITED AUTO PARTS LLC,  
ADDRESS: 36 THIRD STREET  
FOND DU LAC, WI 54935  
BUSINESS: (920)923-7111

CLAIM #14-00-828480-1-1  
POLICY #AW13168958  
DATE OF LOSS: 03/15/2012 AT 10:37 AM  
TYPE OF LOSS: COLLISION  
POINT OF IMPACT: 7. LEFT REAR

INSPECT PR  
LOCATION:

NON\_DRIVE\_IN

REPAIR ROBERT RUSCH  
FACILITY: 1129 INDIANA AVE  
SHEBOYGAN, WI 53081

BUSINESS: (920)452-8681  
DAYS TO REPAIR  
LICENSE #

2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

VIN: 1G1JA6SH8C4113935 LIC: UNK WI PROD DATE: ODOMETER: UNK

AIR CONDITIONING	REAR DEFOGGER	TILT WHEEL
TELESCOPIC WHEEL	INTERMITTENT WIPERS	KEYLESS ENTRY
REAR WINDOW WIPER	ALARM	MESSAGE CENTER
TINTED GLASS	DUAL MIRRORS	TRACTION CONTROL
STABILITY CONTROL	REAR SPOILER	CLEAR COAT PAINT
POWER STEERING	POWER BRAKES	POWER LOCKS
AM RADIO	FM RADIO	STEREO
SEARCH/SEEK	EQUALIZER	AUXILIARY AUDIO CONNECTIO
ANTI-LOCK BRAKES (4)	DRIVER AIR BAG	PASSENGER AIR BAG
HEAD/CURTAIN AIR BAGS	FRONT SIDE IMPACT AIR BAG	REAR SIDE IMPACT AIR BAGS
COMMUNICATIONS SYSTEM	CLOTH SEATS	BUCKET SEATS
AUTOMATIC TRANSMISSION	ALUMINUM/ALLOY WHEELS	

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1#		NO SUPPLEMENTS WITHOUT PRIOR APPROVAL FROM JEN ROBERTSON	1				
2#							
3		PILLARS, ROCKER & FLOOR					
4*	BLND LT	UNISIDE ASSY (STL) (SAIL PANEL)	*		S		0.8*
5		REAR DOOR					
6	BLND LT	OUTER PANEL (STL)					1.1
7	R&I LT	BELT W'STRIP W/O CHROME				0.2	
8	R&I LT	RUN W'STRIP				0.2	
9	R&I LT	HANDLE, OUTSIDE				0.4	
10		QUARTER PANEL					

04/16/2012 AT 01:51 PM  
103229

14-00-828480-1-1  
27NH4190

ESTIMATE OF RECORD  
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
11	R&I	LT UPPER QTR TRIM				0.2	
12*	RPR	LT QUARTER PANEL				3.0*	2.6*
13		REAR LAMPS					
14	R&I	LT TAIL LAMP ASSY				0.4	
15		REAR BUMPER					
16*	R&I	R&I BUMPER COVER (DROP LEFT SIDE)	*	*		0.5*	
17#		CORROSION PROTECTION	1		10.00		
SUBTOTALS ==>					10.00	4.9	4.5

ESTIMATE NOTES:  
FOR PAYMENT INQUIRIES PLEASE CONTACT ADJUSTER HILARY COPELAND X 6731

PARTS						10.00	
BODY LABOR	4.9 HRS	@ \$ 54.00/HR				264.60	
PAINT LABOR	4.5 HRS	@ \$ 54.00/HR				243.00	
PAINT SUPPLIES	4.5 HRS	@ \$ 34.00/HR				153.00	
SUBTOTAL						\$ 670.60	
SALES TAX						\$ 670.60 @ 5.0000%	33.53
TOTAL COST OF REPAIRS							\$ 704.13
ADJUSTMENTS:							
DEDUCTIBLE							500.00
TOTAL ADJUSTMENTS						\$ 500.00	
NET COST OF REPAIRS							\$ 204.13

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.

04/16/2012 AT 01:51 PM  
103229

14-00-828480-1-1  
27NH4190

ESTIMATE OF RECORD  
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

ESTIMATE BASED ON MOTOR CRASH ESTIMATING GUIDE. UNLESS OTHERWISE NOTED ALL ITEMS ARE DERIVED FROM THE GUIDE DR1CJ12, CCC DATA DATE 04/02/2012, AND THE PARTS SELECTED ARE OEM-PARTS MANUFACTURED BY THE VEHICLES ORIGINAL EQUIPMENT MANUFACTURER. OEM PARTS ARE AVAILABLE AT OE/VEHICLE DEALERSHIPS. 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. OPT OEM OR ALT OEM PARTS MAY REFLECT SOME SPECIFIC, SPECIAL, OR UNIQUE PRICING OR DISCOUNT. OPT OEM OR ALT OEM PARTS MAY INCLUDE "BLEMISHED" PARTS PROVIDED BY OEM'S THROUGH OEM VEHICLE DEALERSHIPS. ASTERISK (\*) OR DOUBLE ASTERISK (\*\*) INDICATES THAT THE PARTS AND/OR LABOR INFORMATION PROVIDED BY MOTOR 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 AM, QUAL REPL PARTS OR COMP REPL PARTS WHICH STANDS FOR COMPETITIVE REPLACEMENT PARTS. USED PARTS ARE DESCRIBED AS LKQ, QUAL RECY PARTS, RCY, OR USED. RECONDITIONED PARTS ARE DESCRIBED AS RECOND. RECORDED PARTS ARE DESCRIBED AS RECOR. 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 2012 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 PATHWAYS ESTIMATOR HAS A COMPLETE LIST OF APPLICABLE VEHICLES. PART NUMBERS AND PRICES SHOULD BE CONFIRMED WITH THE LOCAL DEALERSHIP. THE FOLLOWING IS A LIST OF ADDITIONAL ABBREVIATIONS OR SYMBOLS THAT MAY BE USED TO DESCRIBE WORK TO BE DONE OR PARTS TO BE REPAIRED OR REPLACED. SYMBOLS FOLLOWING PART PRICE: M=MOTOR MECHANICAL COMPONENT. S=MOTOR STRUCTURAL COMPONENT. T=MISCELLANEOUS TAXED CHARGE CATEGORY. X=MISCELLANEOUS NON-TAXED CHARGE CATEGORY. SYMBOLS FOLLOWING LABOR: D=DIAGNOSTIC LABOR CATEGORY. E=ELECTRICAL LABOR CATEGORY. F=FRAME LABOR CATEGORY. G=GLASS LABOR CATEGORY. M=MECHANICAL LABOR CATEGORY. S=STRUCTURAL LABOR CATEGORY. (NUMBERS) 1 THROUGH 4=USER DEFINED LABOR CATEGORIES. OTHER SYMBOLS AND ABBREVIATIONS: ADJ.=ADJACENT. ALGN.=ALIGN. ALU=ALUMINUM. A/M=AFTERMARKET PART. BLND=BLEND. BOR=BORON STEEL. CAPA=CERTIFIED AUTOMOTIVE PARTS ASSOCIATION. COMP REPL=COMPETITIVE REPLACEMENT (PART). 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. QUAL RECY=QUALITY RECYCLED (PART). QUAL REPL=QUALITY REPLACEMENT(PART). 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.

04/16/2012 AT 01:51 PM  
103229

14-00-828480-1-1  
27NH4190

ESTIMATE OF RECORD  
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

CCC PATHWAYS - A PRODUCT OF CCC INFORMATION SERVICES INC. THE FOLLOWING IS A LIST OF ABBREVIATIONS THAT MAY BE USED IN CCC PATHWAYS 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.

04/16/2012 AT 01:51 PM  
103229

14-00-828480-1-1  
27NH4190

ESTIMATE OF RECORD  
2012 CHEV SONIC LS 4-1.8L-FI 4D H/B RED INT:

ALTERNATE PARTS USAGE

AFTERMARKET PARTS

AFTERMARKET SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN AFTERMARKET PART WAS AVAILABLE: 0

NO. OF AFTERMARKET PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

OPTIONAL OEM PARTS

OPTIONAL OEM SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT AN OPTIONAL OEM PART WAS AVAILABLE: 0

NO. OF OPTIONAL OEM PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECONDITIONED PARTS

RECONDITIONED SELECTION METHOD: AUTOMATICALLY LIST

NO. OF TIMES USER WAS NOTIFIED THAT A RECONDITIONED PART WAS AVAILABLE: 0

NO. OF RECONDITIONED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

RECYCLED PARTS

NO. OF TIMES USER WAS NOTIFIED THAT A RECYCLED PART WAS AVAILABLE: 0

NO. OF RECYCLED PARTS THAT APPEAR IN THE FINAL ESTIMATE: 0

II

Other Matters

9.7

R. O. No. 169 - 12 - 13. By CITY CLERK. October 15, 2012.

Submitting a Notice of Claim from Kaster Law on behalf of their client Sandra Behr.

*Financed*

*new C.C.*

*Susan Richards*  
\_\_\_\_\_  
City Clerk

P.O

III

James P. ...



Claim # 14-12

OCT 12 '12 4:49:47

*L.S. Schneider*

735 W. Wisconsin Avenue  
12<sup>th</sup> Floor  
Milwaukee, WI 53233  
P: 414-277-9696  
F: 414-224-1411  
kaster@kaster-law.com

October 10, 2012

**Via Certified Mail**


City of Sheboygan  
c/o City of Sheboygan Clerk  
828 Center Ave., Suite 100  
Sheboygan, WI 53081

**Re: Notice of Claim Under Wisconsin Statute §§ 893.80 and 893.82**

Dear Clerk:

Enclosed please find a Notice of Claim being filed on behalf of my client, Sandra Behr. I thank you for your consideration.

Sincere Regards,

  
Lucas Kaster  
Attorney at Law

Enclosures

CC: ATTY'S OFFICE, JIM AMODEO, CHIEF DOMOGALSKI, LAURIE SUHRKE

**NOTICE OF CLAIM UNDER 893.80 AND 893.82, WIS. STATS.**

**TO: Attorney General J.B. Van Hollen  
114 East State Capitol  
Madison, WI 53702-7857**

**Sheboygan Police Department  
1315 N 23rd St., # 101  
Sheboygan, WI 53081**

**City of Sheboygan  
c/o City of Sheboygan Clerk  
828 Center Ave., Suite 100  
Sheboygan, WI 53081**

**Hang Lor  
Sheboygan Police Department  
1315 N 23rd St., # 101  
Sheboygan, WI 53081**

PLEASE TAKE NOTICE that, pursuant to §§ 893.80 and 893.82, Wis. Stats., Sandra Behr, by her attorneys, KASTER LAW, 735 W. Wisconsin Ave., Twelfth Floor, Milwaukee, WI 53233, (414) 326-3270, hereby assert claims against the City of Sheboygan, Sheboygan Police Department, and Sheboygan Police Officer Hang Lor, in his individual and official capacity (hereinafter "City of Sheboygan et al.") for excessive use of force, negligence and batter in violation of Wisconsin law and the rights guaranteed by the Fourth Amendment of the U.S. Constitution and 42 U.S.C. §1983.

On or around June 14, 2012, Officer Hang Lor responded to a call near 1101 Erie Ave, Sheboygan, Wisconsin, 53081. The alleged incident occurred between Sandra Behr, her husband Ronald Behr, and the Behr's neighbors. At the time, Mrs. Behr was 68 years old and Mr. Behr was 63 years old. Mr. Behr was also confined to a wheelchair.

When Officer Lor arrived at the scene, he first spoke to the neighbors. At that time, Mr. and Mrs. Behr were on the sidewalk in their front yard. After finishing the

discussion with the Behr's neighbors, Officer Lor walked directly toward Mrs. Behr, who was causing no disruption but instead remained waiting for Officer Lor on the sidewalk in the front of her house and in full public view, knocked the cup of soda out of her hand, grabbed her arm, and threw her to the ground. Officer Lor's excessive force left Mrs. Behr with injuries to her face, mouth, arms and legs. There was no reason for Officer to believe Mrs. Behr posed any danger.

As a result of the circumstances set forth above, Mrs. Behr asserts and, unless adequately compensated by the City and Officer Lor, intends to litigate the following claims, among others:

1. By throwing Mrs. Behr to the ground without justification, Officer Lor, and thereby the Sheboygan Police department and the City, are liable for Battery, Excessive Use of Force in Arrest and negligence under Wisconsin law.
2. Officer Lor denied Mrs. Behr's right to be free from unreasonable searches and seizures in violation of the Fourteenth Amendment of the United States Constitution and 42 U.S.C. § 1983.

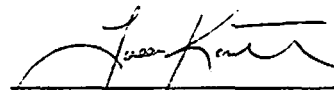
As a result of the substantial damages and injury caused by the wrongful conduct set forth above, Mr. and Mrs. Behr seek the following relief:

1. For Mrs. Behr's physical injuries, emotional distress, adverse psychological effects, and humiliation and embarrassment, not less than \$50,000;
2. For loss of society and companionship suffered by Mr. Behr, not less than \$25,000;
3. For the intentional and malicious violation of Mrs. Behr's constitutional rights by Officer Lor or conduct by him that was wantonly committed in reckless or callous disregard of those rights, punitive damages in an amount not less than \$100,000;
4. Reasonable attorney fees, as provided by law, in an amount to be determined at the time of compensation.


The City is liable for the unlawful conduct and relief set forth above, directly, vicariously, and/or as indemnitor under Wis. Stat. § 895.46, to the extent that Officer Lor acted within the scope of his employment while carrying out his duties as a police officer or employee of the City.

Dated at Milwaukee, Wisconsin this 10<sup>th</sup> day of October 2012

KASTER LAW

  
\_\_\_\_\_  
Lucas Kaster  
735 W. Wisconsin Ave.  
Twelfth Floor  
Milwaukee, WI 53233  
414-326-3279

Subscribed and sworn to before me  
this 10<sup>th</sup> day of October, 2012.

  
\_\_\_\_\_  
Notary Public/State of Wisconsin  
My Commission Expires: 6/19/16

II

4.9

R. O. No. 224 - 12 - 13. By CITY CLERK. December 17, 2012.

Submitting a Notice of Injury regarding alleged injuries of Lorrie Kluck who slipped on an artificial accumulation of water located at Kiwanis Park.

~~Inance~~  
new C.C.

Susan Richards  
City Clerk

P. 4

III

Handwritten text, possibly a signature or name, located in the lower left quadrant.

#23-12  
LS Schrader

**NOTICE OF INJURY**

To: Sue Richards, City Clerk  
City of Sheboygan  
828 Center Avenue, Suite 100  
Sheboygan, WI 53081-4442

Stephen G. McLean, City Attorney  
City of Sheboygan  
828 Center Avenue, Suite 304  
Sheboygan, WI 53081-4442

City of Sheboygan  
Department of Public Works  
2026 New Jersey Avenue  
Sheboygan, WI 53081-4714

Ryan Zinkel, Registered Agent  
Sheboygan Jaycees  
607 8<sup>th</sup> Street, 7<sup>th</sup> Floor  
Sheboygan, WI 53081-4556

SERVED Dec 7 2012  
3:30 AM  PM  
L JOHNS SERVICE  
PER LS

TO THE ABOVE-NAMED PARTIES,

PLEASE TAKE NOTE:

1. Lorrie M. Kluck is an adult and resides at N1378 Highway 28, Adell, Wisconsin 53001.
2. Dennis Kluck is the husband of Lorrie M. Kluck and resides with her at the above address.
3. Lorrie M. Kluck and Dennis Kluck were injured due to the negligence of the above-named parties.
4. Drew Kluck and Devin Kluck are the minor children of Lori M. Kluck.
5. Drew Kluck and Devin Kluck were injured due to the negligence of the above-named parties.

CC: ATTY'S OFFICE, JIM AMODEO, DAVE BIEBEL, DAVE KUCKUK, CHIEF HERMANN, LAURI SUHRKE

6. The circumstances of the injuries are as follows: On August 4, 2012, at approximately 4:00 p.m., at the Kiwanis Park located at 726 North 17th Street, Sheboygan, Wisconsin, Lorrie M. Kluck slipped on an artificial accumulation of water, causing her to fall backward, striking her head on a steel door.

7. The above-named parties were negligent in failing to maintain a safe place in violation of the Wisconsin Safe Place Statute; in failing to properly inspect, maintain and manage said premises; and in failing to warn of the dangerous condition of said premises.

8. As a direct and proximate result of the negligence of the above-named parties, Lorrie M. Kluck suffered a concussion and strain and sprain of the musculoligamentous structures about the entire body, mental anxiety and distress, and other personal injuries, including past and future pain and suffering and disability; incurred past and future medical expenses; and incurred wage loss and loss of earning capacity.

9. As a direct and proximate result of the negligence of the above-named parties, Dennis Kluck suffered the loss of the aid, society, comfort and companionship of his wife and will continue to do so as a result of the injuries.

10. As a direct and proximate result of the negligence of the above-named parties, Drew Kluck and Devin Kluck suffered the loss of the aid, society, comfort and companionship of their mother and will continue to do so as a result of the injuries.

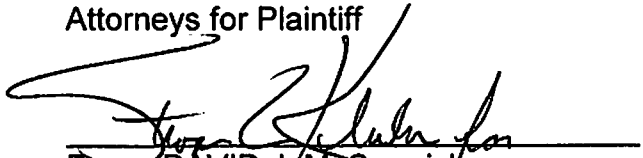
11. At all times material, the above-named parties owned, controlled, inspected and maintained the aforesaid premises.

12. The above-named parties had actual notice of the aforesaid incident and injuries and thoroughly investigated same.

13. This document is a Notice of Injury served on the above-parties in compliance with Wisconsin law. This document is not a claim for damages. No claim for damages is made at this time.

Dated this 17<sup>th</sup> day of December, 2012.

THE PREVIAN LAW FIRM, S.C.  
Attorneys for Plaintiff

  
By: DAVID J. McCormick  
State Bar No.: 1008865  
djm@previant.com

P.O. Address:  
Post Office Box 12993  
Milwaukee, WI 53212  
(414) 271-4500

s:\docs\klucklor\85973\m0553101.docx

II

3.6

R. O. No. 245- 12 - 13. By CITY CLERK. January 21, 2013.

Submitting a claim from Clifford D. Ehrenreich for alleged injuries due to excessive force resulting from a misunderstanding with Police/End Zone personnel.

~~forward~~  
new C.C.

Susan Richards  
City Clerk



24

2.8

Handwritten text, possibly a signature or name, located in the lower-left quadrant of the page.

DATE RECEIVED 1-14-13

RECEIVED BY LS Schroeder

CLAIM NO. 26-12

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

P.3

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.

TO CITY OF SHEBOYGAN

- 1. Name of Claimant: CLIFFORD D. EHRENREICH
- 2. Home address of Claimant: P.O. Box 731, SHEBOYGAN, WI 53082
- 3. Home phone number: 920.452.2504
- 4. Business address and phone number of Claimant: (SEE ABOVE)

5. When did damage or injury occur? (date, time of day) 9.15.12/9.16.12 (10P.M. TO 2A.M.)

6. Where did damage or injury occur? (give full description) AT THE ENDZONE, 904 INDIANA AVE., SHEBOYGAN, WI (SIDEWALK AREA)

7. How did damage or injury occur? (give full description) DUE TO EXCESSIVE FORCE RESULTING FROM MISUNDERSTANDING WITH POLICE/ENDZONE PERSONNEL, [PLEASE SEE ATTACHED SHEETS P.1 & P.2]

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: SHEBOYGAN POLICE OFFICER(S) / OTHERS

(b) Claimant's statement of the basis of such liability: DUE TO PHOTOGRAPHIC MEDICAL EVIDENCE / INJURIES, [PLEASE SEE ATTACHED SHEETS]

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: THE ENDZONE / SIDEWALK AREA.

(b) Claimant's statement of basis for such liability: PLEASE SEE ATTACHED SHEETS, [P.1, P.2, MORE]

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").

HEAD, ARMS, LEGS, <sup>(BACK, SHOULDER)</sup> INJURIES, CONUSIONS, HEMOTOMA BROKEN WRIST (SCAPHOID) AND STITCHES. [PLEASE SEE ATTACHED SHEETS, P.1, P.2, MORE.] P.4

11. Name and address of any other person injured: N/A.

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

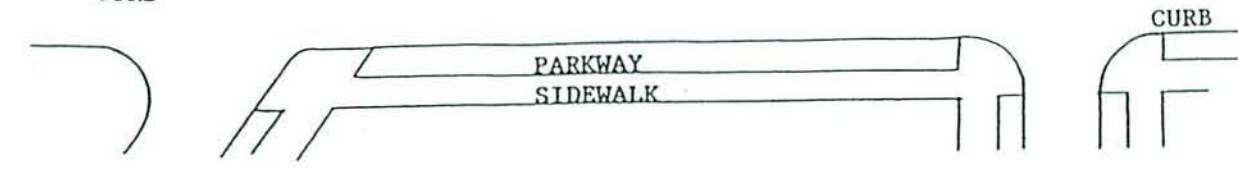
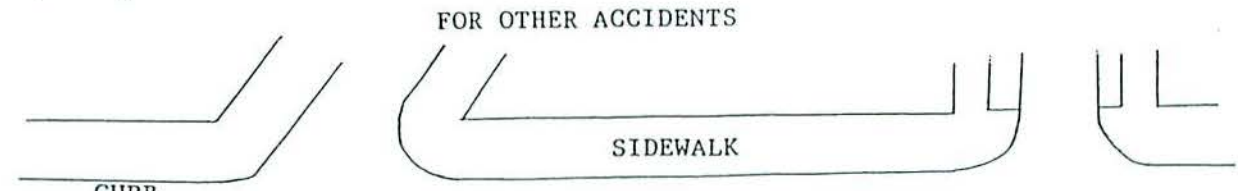
Auto: \$ \_\_\_\_\_  
Property: \$ \_\_\_\_\_ (AMOUNTS ACCRUING)  
Personal injury: \$ \_\_\_\_\_ x - PENDING  
Other: (Specify below) \$ \_\_\_\_\_  
Total x

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'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.



SIGNATURE OF CLAIMANT: Cristal Encinas

Date: 1.10.13

DATE RECEIVED 1-14-13

RECEIVED BY LS Schroeder

CLAIM NO. 26-12

P.5

CLAIM

Claimant's Name: CLIFF D. EHRENBRECH Auto \$ \_\_\_\_\_

Claimant's Address: P.O. BOX 731 Property \$ \_\_\_\_\_  
SHEBOYGAN, WI

Claimant's Phone No. 920.452.2504 Personal Injury \$ \_\_\_\_\_  
<OR> 920.698.1381 [PENDING] Other (Specify below) \$ \_\_\_\_\_

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 \$ \_\_\_\_\_ \* PENDING.

\*= ALL DAMAGES ASSOCIATED WITH THE INJURIES WHICH ALSO INCLUDE THOSE ASSOCIATED WITH THE GATHERING OF EVIDENCE, COPIES, EXCULPATORY, MEDICAL, LEGAL, OTHER, CLAIM FOR RELIEF IS STILL ACCRUING, PENDING,

SIGNED: Cliff D. Ehrenbrech DATE: 1.10.13

ADDRESS: P.O. BOX 731, SHEBOYGAN, WI 53082



**TO: CITY CLERK SHEBOYGAN (P.2)**

**STATE OF WISCONSIN  
NOTICE OF INJURY AND CLAIM**  
Pursuant to Wis. Stat. Section 893.82

This notice must be served upon the Attorney General by certified mail within 120 days of the event giving rise to the claim for such injury, damage or death at 114 East, State Capitol, Madison, Wisconsin 53707-7857.

Claimant's Name <b>CLIFF D. EHRENREICH</b>	
Address <b>P.O. BOX 731, SHEBOYGAN, WI 53082</b>	Phone <b>920-452-2504</b>
Time and Date of Occurrence <b>9.15.12 / 9.16.12</b> [BETWEEN 10P.M. TO 2A.M.]	Location <b>IN FRONT OF ENDZONE</b> [SIDEWALK AREA] <b>904 INDIANA AVE., SHEBOYGAN, WI</b>
Statement of Circumstances Giving Rise to the Claim for Such Injury, Damage or Death and Names of Persons Involved, Including Name(s) of State Officer(s), Agent(s) or Employee(s).  <p>ON THE ABOVE INDICATED TIME, DATE, AND PLACE, I WAS PUSHED &amp; ASSAULTED SEVERAL TIMES. THIS OCCURED AS A RESULT OF A MISUNDERSTANDING AND RESULTING ACTION ON THE PART OF THE BAR OWNER OF THE ESTABLISHMENT AND THE SHEBOYGAN POLICE DEPARTMENT. <sup>(PART) OTHERS</sup> THE OFFICERS, MENTIONED IN THE POLICE REPORT, PRESENT AT THE TIME OF INCIDENT WERE BRANDON KEOHE, M. STELTER, AND RYAN WALLOCH. AS A RESULT OF THIS, I HAD SUSTAINED A BROKEN WRIST (SCAPHOID), SEVERE HEAD LACERATIONS (AT LEAST 7 STITCHES REQ'D.), HEMATOMA (BRAIN CLOT), AND MULTIPLE CONTUSIONS <sup>DOWN TO SKULL</sup> OVER ARMS, LEGS, AND HEAD. THESE INJURIES RESULTED IN SURGERY. AT THE TIME OF THIS, THERE IS <sup>BLOOD</sup> (BACK, SHOULDER, OTHERS ALSO) * [OVER - P. 2] -&gt;</p>	

I certify that the above-described injury, damage or death actually occurred, that I have read the above foregoing notice of injury and claim, and that the same is true to my own knowledge except as to those matters stated upon information and belief and as to those matters, I believe the same to be true.

Date: **1.10.13**

*Cliff D. Ehrenreich*  
Signature of Claimant

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary Public, State of Wisconsin


My Commission: \_\_\_\_\_

PHOTOGRAPHIC AND MEDICAL DOCUMENTATION AND OTHER EVIDENCE

AT THE TIME OF THIS WRITING I HAVE NOT  
ATTAINED FULL USE OF THE HAND. I HAVE INCURRED EXPENSES AND TOTALLY LOST MY INCOME AT THIS TIME. I'VE SUFFERED IMMENSE PERSONAL INJURY AND POSSIBLY MAY NEVER REGAIN FULL EMPLOYMENT AGAIN. REPORTS FILED BY POLICE CONTAIN SOME ERRONEOUS INFORMATION WHICH WILL LIKELY ALSO AFFECT MY FUTURE NEGATIVELY, UNDER <sup>ACTION</sup> 1983, I'M FILING THIS NOTICE OF CLAIM AS A RESULT TO:

SHEBOYGAN CITY CLERK  
ROOM 100  
828 CENTER AVE,  
SHEBOYGAN, WI 53081

THANK YOU FOR YOUR ATTENTION TO THIS MATTER,

SINCERELY,  
  
CLIFF D. EHRENREICH

PHOTOGRAPHIC AND MEDICAL DOCUMENTATION AND OTHER EVIDENCE  
 AT THE TIME OF THIS WRITING I HAVE NOT  
 ATTAINED FULL USE OF THE HAND. I HAVE INCURRED <sup>HUGE</sup> EXPENSES  
 AND TOTALLY LOST MY INCOME AT THIS TIME.  
 I'VE SUFFERED IMMENSE PERSONAL INJURY AND POSSIBLY  
 MAY NEVER REGAIN FULL EMPLOYMENT AGAIN. REPORTS FILED BY  
 POLICE CONTAIN SOME ERRONEOUS INFORMATION WHICH WILL LIKELY  
 ALSO AFFECT MY FUTURE NEGATIVELY, UNDER <sup>ACTION</sup> 1983, I'M  
 FILING THIS NOTICE OF CLAIM AS A RESULT TO:

SHEBOYGAN CITY CLERK  
 ROOM 100  
 828 CENTER AVE,  
 SHEBOYGAN, WI 53081

THANK YOU FOR YOUR ATTENTION TO THIS MATTER,

SINCERELY,



CURR D. EMBREWETICH

6497

APS Cassette No. / Twin Check

Sign up  
at  
Walgreens.com/email  
for  
special photo deals  
and coupons!

1000

with a Print  
us photo shoots

Ehrenreich, Carol 514285  
(920)452-2504

1HR - 2 Sets of 35mm 4x6 Glossy 24 exp  
1HR

09/17/12 02:26 PM Store #6570  
ARDITH

PICKUP TIME: 09/17/12 03:44 PM

4 9 0 0 1 5 1 4 2 8 5 0

ONE HOUR

\$13.99  
48

is a memory keeper for



Illinois date,  
9/16/12 Sunday  
8:30 am

Leg abrasions.



forehead - stitched laceration, abrasions,  
contusions, left scaphoid wrist  
fracture in soft cast, blood soaked  
shirt, blood matted hair, egg bump, etc  
left brain hematoma

9/16/12 Sunday 8:30 am pg#1  
blood soaked shirt, blood  
matted hair, 7 stitches to  
forehead laceration, scaphoid  
left wrist fracture, etc,



Cliff's blood  
exterior  
sidewalk at  
The End Zone  
Sports Bar.

Incident on  
9/15/12 around  
11 pm - 11:30 pm  
assault by  
Sheboygan  
Police Office

File #  
#514244

9/16/12 9am Photo of Cliff's parallel parked car.

#2



Photo date  
9/16/12  
9am  
Sunday

Cliff's blood on sidewalk next to exterior wall  
of End Zone where incident occurred on  
9/15/12 about midnight or 11:30pm approximately.  
(Saturday)



same day pickup Create assorted... and pick them up - all in the same day.\*

• Collage Prints • Photo Booths • Posters • Photo Cards

Sign up at Walgreens.com/email for special photo deals and coupons!

Worth a Print... photo shoots

Ehrenreich, Carol  
(920)452-2504

1109  
514739

1HR - 2 Sets of 35mm 4x6 Glossy 27 exp  
1HR

09/29/12 06:53 PM Store #6570  
AMANDA

PICKUP TIME: 09/29/12 02:24 PM

4 9 0 0 1 5 1 4 7 3 9 0

48

ONE HOUR

\$1399

...a memory out of every moment

Photo date: 9/16/12 9am  
Sunday

The End Zone Sports Bar  
Entrance  
Site of Cliffs' assault by officer 9/15/12.

(pg#3)

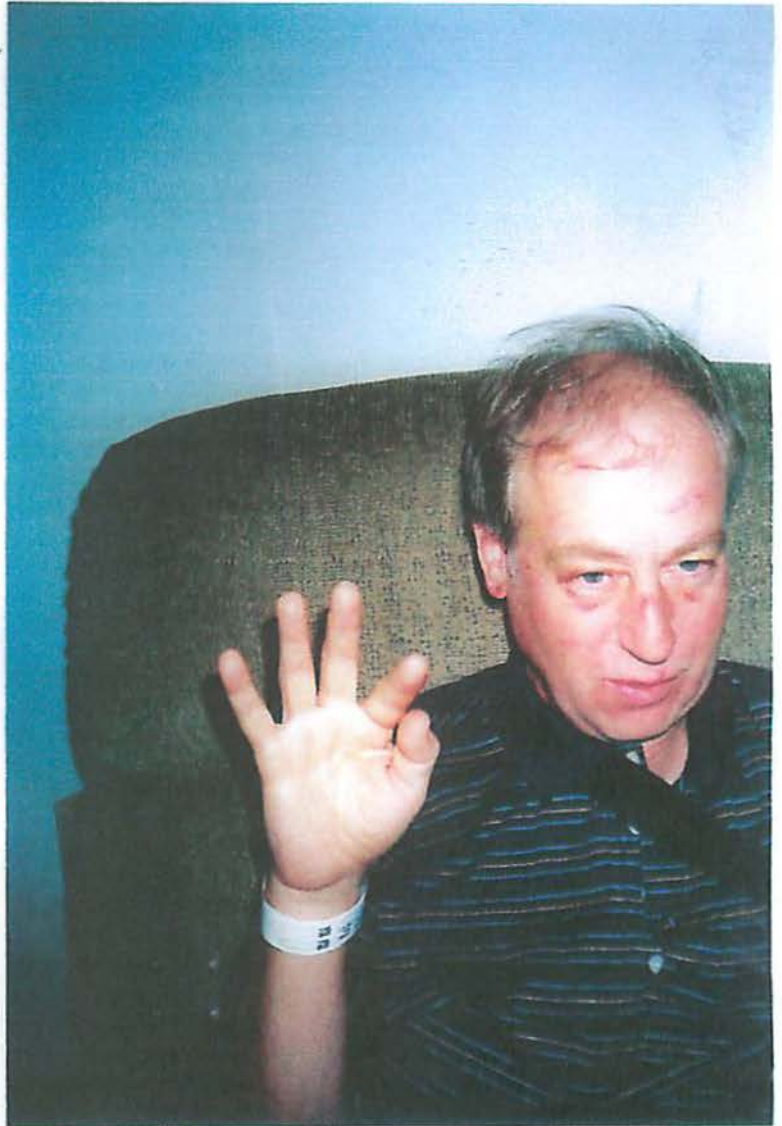


(Cliffs' Blood)



Photo date  
9/16/12 Sunday  
Entrance to  
The End Zone  
Sports Bar  
904 Indiana Ave.

stitches removed 9/21/12  
left forehead laceration  
home from hospital  
3rd soft cast  
photo date: 9/25/12  
surgery 9/25/12



9/25/12 After surgery  
at Plymouth Aurora Surgical center  
Pin screws to hold broken bones



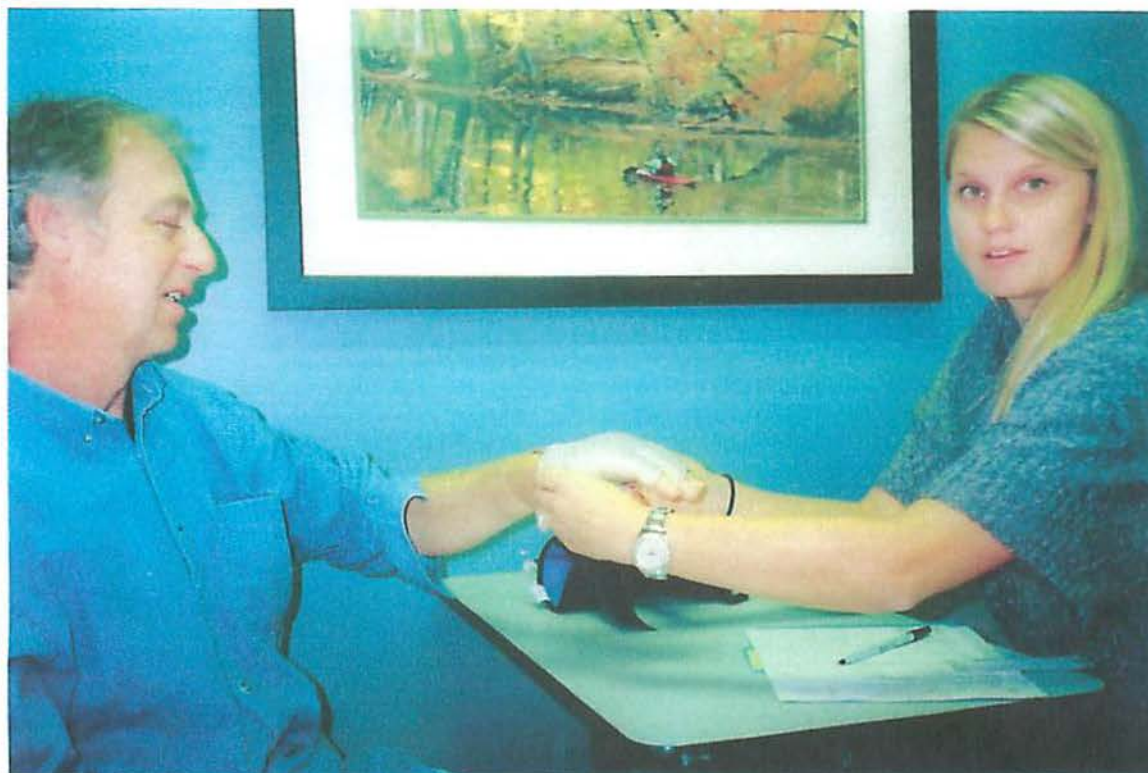
Leg abrasions

Film 516526 Photo date 10/23/12

Sports Medicine - occupational therapy

Aurora Sheboygan Memorial Hospital

on 10/15/12 Wrist stitches removed at Dr. DeRoos appointment,



10/15/12 occupational therapy after stitches removed.

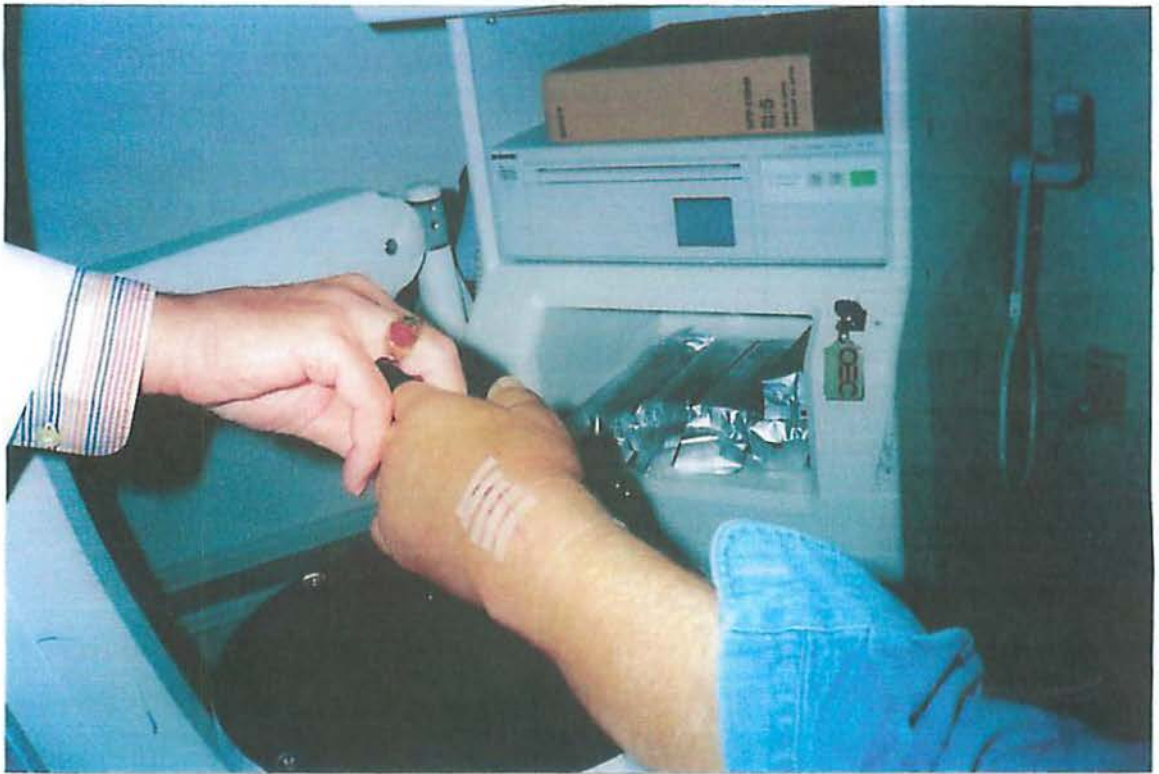


10/25/12 occupational therapy - 2 times a week. continued through December - end of year (pending Dr. appointment)

film 216-26  
photos Follow up Nov. 5 with Dr. DeRoos  
x-rays, new glove, swollen hand.



Dr DeRoos Xraying Cliff's hand; check pin and bones.



Film 5126526 New @love  
Nov. 2012



Left hand swollen.

Photo date Nov. 2012  
New soft cast



From ...  
NOV. 2012

Swollen left hand



Home Therapy

Photo date: 9/19/12 Wednesday Film 514739

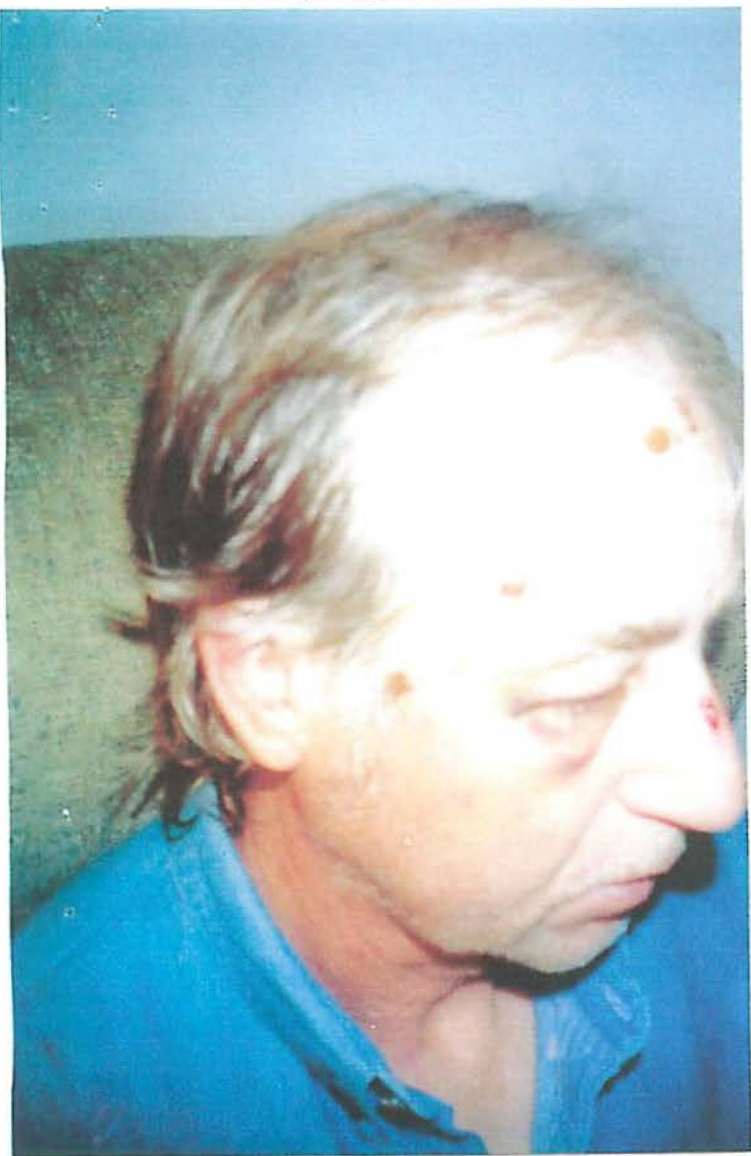


Photo date 11/5/12



II

Other Matters

9.4

R. O. No. 172-14-15. By CITY CLERK. November 3, 2014.

Submitting a claim from Luciano Gallego for alleged damages to his vehicle when he was parked at his home address and a City truck struck his car.

Inance

Susan Richards  
City Clerk

II

DATE RECEIVED 10-31-14

RECEIVED BY RSSchaeder

CLAIM NO. 21-14

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.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: Luciano Gallego
2. Home address of Claimant: 605 S 15 TH ST
3. Home phone number: 920-287-6242
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) 10-30-14, morning
6. Where did damage or injury occur? (give full description) At home address. Parked car was struck by city truck damaging driver side door, quarter panel, rim, tire, nose, and headlight.
7. How did damage or injury occur? (give full description) No one was home at time of incident. Police was dispatched to scene to get report on the incident caused by city truck. Still awaiting police report.
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: unknown at this time awaiting police report
  - (b) Claimant's statement of the basis of such liability: unknown at this time still waiting for police report.
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: unknown at this time awaiting police report.
  - (b) Claimant's statement of basis for such liability: unknown at this time awaiting police report.

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: N/A

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

Auto: : 4,610.00

Property: \$ N/A

Personal injury: \$ N/A

Other: (Specify below) \$ N/A

**TOTAL** 4,610.00

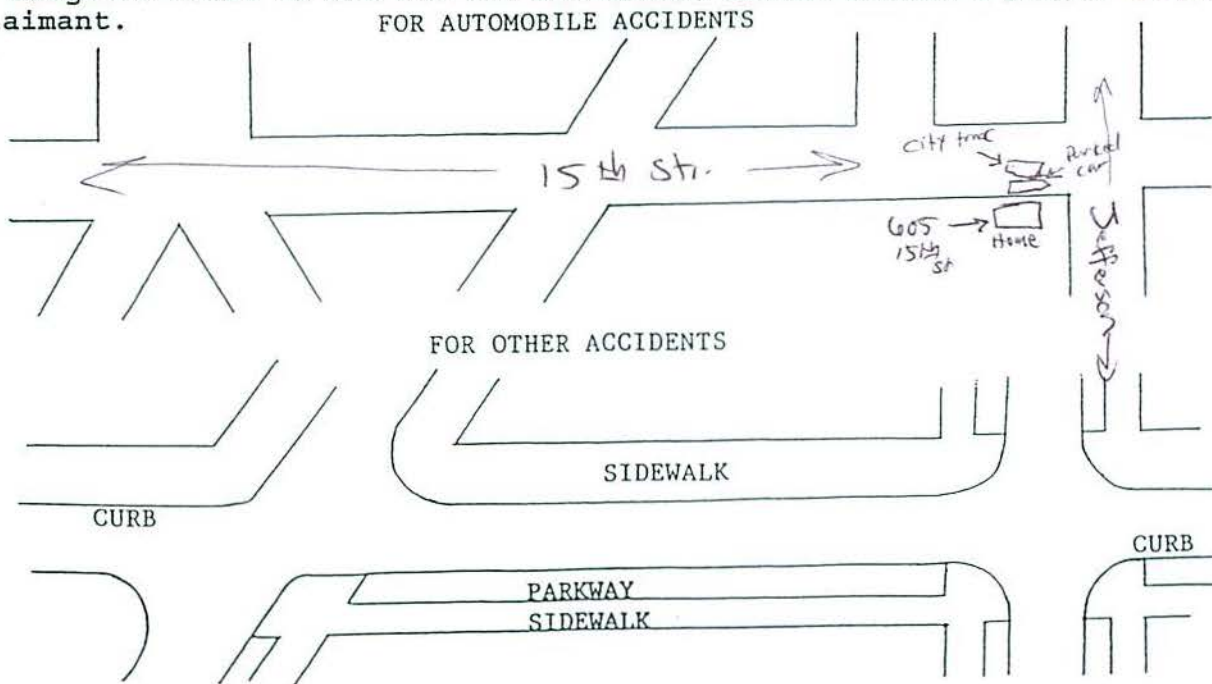
Damaged vehicle (if applicable)

Make: Pontiac Model: Firebird Year: 1995 Mileage: 140,000 +

Names and addresses of witnesses, doctors and hospitals: Unknown of witnesses at this time awaiting 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'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.



SIGNATURE OF CLAIMANT:

Luc

Date: 10-31-14

DATE RECEIVED 10-31-14

RECEIVED BY J. Schaefer

CLAIM NO. 21-14

CLAIM

Claimant's Name: Luciano Gallego

Auto 4,610.00

Claimant's Address: 605 S 15 TH ST

Property \$ NA

Claimant's Phone No. 920-287-6242

Personal Injury \$ NA

Other (Specify below) \$ NA

**TOTAL** 4,610.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 4,610.00.

SIGNED: [Signature]

DATE: 10-31-14

ADDRESS: 605 S 15 TH ST

Sheboygan WI

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

*Hdl-14*

CD LOG NO 3627-1 DATE 11/26/14

SHOP: INSP DATE: 11/26/14  
 CONTACT: JIM MILLER  
 OWNER: CRUZ, LUCIANO GALLEGGO HOME PHONE: (920)334-0805  
 ADDRESS: 605 SOUTH 15TH STREET  
 CITY STATE: SHEBOYGAN, WI  
 ZIP: 53081

POINT OF IMPACT: 5

LIC#: 346-MYY STATE: WI VIN: 2G2FS22SXS2252133  
 BODY COLOR: BLACK MILEAGE: 144,548  
 CONDITION: GOOD ACCTNG CTL#:  
 DRIVEABLE: NO VEH. INSP#:  
 PROD. DATE: PAINT CODE: WA8555

*=USER-ENTERED VALUE	E=REPLACE OEM	NG=REPLACE NAGS
EC=REPLACE ECONOMY	UE=REPLACE OE SURPLUS	UC=RECONDITIONED PRT
UM=REMAN/REBUILT PRT	EU=REPLACE SALVAGE	EP=REPLACE PXN
OE=REPLACE PXN OE SRPLS	PC=PXN RECONDITIONED	PM=PXN REMAN/REBUILT
TE=PARTL REPL PRICE	ET=PARTL REPL LABOR	IT=PARTIAL REPAIR
I=REPAIR	L=REFINISH	BR=BLEND REFINISH
TT=TWO-TONE	CG=CHIPGUARD	SB=SUBLET
N=ADDITIONAL LABOR	RI=R&I ASSEMBLY	P=CHECK
AA=APPEAR ALLOWANCE	RP=RELATED PRIOR	UP=UNRELATED PRIOR

1995 PONTIAC FIREBIRD STD 2DOOR COUPE 6CYL GASOLINE 3.4  
 CODE: W2272A/C OPTNS A/24

OPTIONS:

TWO-STAGE - EXTERIOR SURFACES

TWO-STAGE - INTERIOR SURFACES

OP	GDE	MC	DESCRIPTION	MFG. PART NO.	PRICE	AJ%	B%	HOURS	R
UM0006			COVER, FRONT BUMPER	REMAN/REBUILT PAR	351.00*			2.0	1
L 0006	13		COVER, FRONT BUMPER	REFINISH				3.5	4
				2.4 SURFACE					
				0.6 TWO STAGE SETUP					
				0.5 TWO STAGE					
E 1002			RET, FRT BUMPER COVER	MULTI-PART GM PAR	4.34				1
E 1170			RET, FRT BUMPER COVER	MULTI-PART GM PAR	4.34				1
E 0031	02		SUPT, FRT BUMPER COV LT	10242220 GM PART	7.28				1
E 0021	01		EMBLEM, FRT BMPR COVER	12514358 GM PART	60.70			0.2	1
E 0010			BRKT, FRONT BUMPER M LT	10221676 GM PART	36.45			0.2	1

E 0022	BRKT,FRONT BUMPER M	LT	10242424 GM PART	7.16		1
N 0973	HEADLAMPS AIM		ADDNL LABOR OPERA			0.4 1
I 0067	HOUSING,HEADLAMP	LT	REPAIR			0.5*1
EC0103	FENDER,FRONT	LT	ECONOMY PART	254.00*		2.0 1
L 0103	FENDER,FRONT	LT	REFINISH			4.0 4
			2.8 SURFACE			
			0.5 EDGE			
			0.7 TWO STAGE			
E 0136 #	MLDG,FENDER SIDE	LT	88960340 GM PART	26.49		0.1 1
	# = 01, 02					
EC0112	SKIRT,INNER FENDER	LT	ECONOMY PART	56.00*		INC 1
EC0905	WHEEL,FRONT	LT	ECONOMY PART	189.00*		0.2 1
E 0945	CAP,WHEEL HUB FRONT	LT	10132656 GM PART	55.74		INC 1
EC0657	HUB,FRONT WHEEL	LT	ECONOMY PART	125.58*		0.7 2
E 0653 01	ARM,LOWER CONTROL	L/F	52367658 GM PART	305.95		1.0 2
E 0686 01	LINK KIT,FRONT STAB	LT	10221779 GM PART	20.20		INC 2
EC0708	END,TIE ROD OUTER	L/F	ECONOMY PART	24.21*		0.1 2
RI0207	FRONT DOOR R&I	LT	R&I ASSEMBLY			0.7 1
I 0207	DOOR SHELL,FRONT	LT	REPAIR			8.0*1
L 0207	DOOR SHELL,FRONT	LT	REFINISH			2.6 4
			2.2 SURFACE			
			0.4 TWO STAGE			
RI0233	W/STRIP,BELT OUTER	LT	R&I ASSEMBLY			0.2 1
E 0270 01	MLDG,FRONT DOOR SID	LT	10166786 GM PART	108.12		0.2 1
E 0246 01	N/PLATE,FRONT DOOR	LT	10224475 GM PART	24.47		0.2 1
RI0227 02	HANDLE,FRONT DOOR O	LT	R&I ASSEMBLY			0.6 1
ECM14	CORROSION PROTECTION		ECONOMY PART	5.00*		0.3*4
N M60	HAZARD. WSTE. REM.		ADDNL LABOR OPERA	5.25*		1
SB	Alignment		SUBLET REPAIR	69.95*		2*
EC	BODY REPAIR MATERIALS		ECONOMY PART	56.00*		1*
N	COVER CAR - LARGE		ADDNL LABOR OPERA	12.00*		1.0*1*

32 ITEMS

MC MESSAGE(S)

01 CALL DEALER FOR EXACT PART NUMBER / PRICE

02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

GROSS PARTS				661.24
OTHER PARTS				1,078.04
PAINT MATERIAL				416.00
PARTS & MATERIAL TOTAL				2,155.28
TAX ON PARTS & MATERIAL @			5.000%	107.76
LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	60.00	6.6	9.9	990.00
2-MECH/ELEC	75.00	1.8		135.00
3-FRAME	75.00			
4-REFINISH	60.00	10.4		624.00
5-PAINT MATERIAL	40.00			

1995 PONTIAC FIREBIRD STD 2DOOR COUPE  
CD LOG NO 3627-1

LABOR TOTAL			1,749.00
TAX ON LABOR	@	5.000%	87.45
SUBLET REPAIRS			69.95
TAX ON SUBLET	@	5.000%	3.50
TOWING			
STORAGE			

GROSS TOTAL 4,172.94

NET TOTAL 4,172.94

SHOPLINK UN380 ES CD LOG 3627-1 DATE 11/26/14 04:13:42PM R6.37 CD 11/14  
PXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE 53081

HOST LOG

(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

2.2 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX 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.

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 \*\*\*

11/24/2014 08:25 AM

**Owner**

**Owner:** LUCIANO GALLEGRO CRUZ  
**Address:** 605 S. 15TH ST.  
**City State Zip:** Sheboygan, WI 53081

**Work/Day:** (920)334-0805  
**FAX:**

**Inspection**

**Inspection Date:** 11/24/2014 08:21 AM  
**Inspection Location:** Dean's Auto Body  
**Address:** 1407 North 29th St.  
**City State Zip:** Sheboygan, WI 53081  
**Primary Impact:** Left Front Side  
**Driveable:** Yes

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

**Secondary Impact:**  
**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

**Vehicle**

1995 Pontiac Firebird STD 2 DR Coupe  
6cyl Gasoline 3.4  
4 Speed Automatic

**Lic.Plate:** 346-MYY  
**Lic Expire:**  
**Prod Date:**  
**Veh Insp# :**  
**Condition:**  
**Ext. Color:** BLACK  
**Ext. Refinish:** Two-Stage  
**Ext. Paint Code:** 41,8555

**Lic State:** WI  
**VIN:** 2G2FS22SXS2252133  
**Mileage:** 144,548  
**Mileage Type:** Actual  
**Code:** W2272A  
**Int. Color:**  
**Int. Refinish:** Two-Stage  
**Int. Trim Code:**

**Options**

AM/FM Stereo Tape  
Anti-Lock Brakes  
Dual Airbags  
Power Steering  
Tachometer  
Tinted Glass

Air Dam  
Center Console  
Intermittent Wipers  
Rear Spoiler  
Theft Deterrent System  
Velour/Cloth Seats

Aluminum/Alloy Wheels  
Digital Clock  
Power Brakes  
Rem Trunk-L/Gate Release  
Tilt Steering Wheel

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<b>Stripes And Mouldings</b>									
1	E	136	#	Mldg,Fender Side LT # = 01, 02	88960340 GM Part	\$26.49		0.2	SM
2	E	270	01	Mldg,Front Door Side LT	10166786 GM Part	\$108.12		0.2	SM
<b>Front Bumper</b>									
3	E	6		Cover,Front Bumper	10242406 GM Part	\$413.05		2.0	SM
4	L	6	13	Cover,Front Bumper	Refinish 2.4 Surface 0.6 Two-stage setup 0.5 Two-stage			3.5	RF
5	E	1002		Ret,Frt Bumper Cover	MULTI-PART GM Part	\$4.34			SM
6	E	1170		Ret,Frt Bumper Cover	MULTI-PART GM Part	\$4.34			SM
7	E	31	02	Supt,Frt Bumper Cover LT	10242220 GM Part	\$7.28			SM
8	E	21	01	Emblem,Frt Bmpr Cover	12514358 GM Part	\$60.70		0.2	SM
9	E	10		Brkt,Front Bumper Mtg LT	10221676 GM Part	\$36.45		0.2	SM
10	E	22		Brkt,Front Bumper Mtg LT	10242424 GM Part	\$7.16			SM
11	E	19		Supt,Front Bumper Inr LT	10166720 GM Part	\$29.73			SM
<b>Front End Panel And Lamps</b>									
12	N	973		Headlamps Aim	Additional Labor			0.4	SM
13	I	55		Housing,Headlamp LT	Repair			1.0*	SM
<b>Front Body And Windshield</b>									
14	EU	103		Fender,Front LT >> >>COUSINEAU<<	Replace Recycled	\$150.00*	+25.00	1.6	SM
15	L	103		Fender,Front LT	Refinish 2.8 Surface 0.5 Edge 0.7 Two-stage			4.0	RF
<b>Front Body Interior Sheetmetal</b>									
16	E	112		Skirt,Inner Fender LT	10296524 GM Part	\$99.00		INC	SM
<b>Wheels</b>									
17	EU	905		Wheel,Front LT >> >>COUSINEAU<< 16" SPOKE	Replace Recycled	\$50.00*	+25.00	0.2	SM
18	E	945		Cap,Wheel Hub Front LT	10132656 GM Part	\$55.74		INC	SM
<b>Front Suspension</b>									
19	N	974		Suspension Align,Frt	Additional Labor			1.5	ME
20	EC	657		Hub,Front Wheel LT	Replace Economy	\$150.00*		0.2	ME
21	E	655		Knuckle,Steering L/F	18060608 GM Part	\$305.81		0.7	ME
22	E	653	01	Arm,Lower Control L/F	52367658 GM Part	\$305.95		1.0	ME
23	E	686	01	Link Kit,Front Stab LT	10221779 GM Part	\$20.20		INC	ME
<b>Front Doors</b>									
24	N	207		Front Door R&I LT	Additional Labor			0.7	SM
25	I	207		Door Shell,Front LT >> >>OUTER PANEL & INNER FRAME (SHELL)<<	Repair			8.0*	SM
26	L	207		Door Shell,Front LT	Refinish 2.2 Surface 0.4 Two-stage			2.6	RF
27	RI	233		W/Strip,Belt Outer LT	R & I Assembly			0.2	SM
28	E	246	01	N/Plate,Front Door LT	10224475 GM Part	\$24.47		0.2	SM

29	RI	229	Mirror,Sport R/C LT	R & I Assembly		0.3	SM
30	RI	227	Handle,Front Door Otr LT	R & I Assembly		0.6	SM

**Manual Entries**

31	L	M14	Corrosion Protection	Refinish		0.2*	RF
32	EC		Cover car exterior	Replace Economy	\$5.00*	0.2*	SM
33	EC		Flex Additive	Replace Economy	\$6.50*		RF
34	N		De-Nib and polish	Additional Labor			SM*
35	N		Hazad, waste	Additional Labor	\$5.00*		SM
36	E		LF TIRE	Replace OEM	\$125.00*	0.3*	SM*
37	SB		MLT. & BAL LF WHEEL	Sublet Repair	\$20.00*		SM*
38	EC		FRIBERGLASS REPAIR KIT	Replace Economy	\$65.00*		SM*
<b>38 Items</b>							

**MC Message**

01	CALL DEALER FOR EXACT PART # / PRICE
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	\$1,633.83	
Other Parts	\$431.50	
Paint Materials	\$370.80	
Line Item Markup	\$50.00	
<b>Parts &amp; Material Total</b>		<b>\$2,486.13</b>
Tax on Parts & Material	@ 5.000%	\$124.31

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$58.00	6.4	10.1	16.5	\$957.00	
Mech/Elec (ME)	\$75.00	1.9	1.5	3.4	\$255.00	
Frame (FR)	\$70.00					
Refinish (RF)	\$58.00	10.3		10.3	\$597.40	
Paint Materials	\$36.00					
<b>Labor Total</b>				<b>30.2 Hours</b>		<b>\$1,809.40</b>
Tax on Labor		@ 5.000%			\$90.47	
Sublet Repairs					\$20.00	
Tax on Sublet		@ 5.000%			\$1.00	
Towing					\$75.00	
Tax On Towing		@ 5.000%			\$3.75	
<b>Gross Total</b>						<b>\$4,610.06</b>
<b>Net Total</b>						<b>\$4,610.06</b>

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default  
 SPPL Yes Zip Code: 53081 Default

Audatex Estimating 7.0.334 ES 11/24/2014 02:29 PM REL 7.0.334 DT 09/01/2014 DB 11/15/2014  
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**2.2 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	E = Replace OEM	NG = Replace NAGS
EC = Replace Economy	OE = Replace PXN OE Srpls	UE = Replace OE Surplus
ET = Partial Replace Labor	EP = Replace PXN	EU = Replace Recycled
TE = Partial Replace Price	PM = Replace PXN Reman/Reblt	UM = Replace Reman/Rebuilt
L = Refinish	PC = Replace PXN Reconditioned	UC = Replace Reconditioned
TT = Two-Tone	SB = Sublet Repair	N = Additional Labor
BR = Blend Refinish	I = Repair	IT = Partial Repair
CG = Chippguard	RI = R & I Assembly	P = Check
AA = Appearance Allowance	RP = Related Prior Damage	



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II

4.2

R. O. No. 201 - 14 - 15. By CITY CLERK. December 15, 2014.

Submitting a claim from Jeffrey and Kendra Johnson for alleged damages to their basement when the sewer backed up.

*Finance*

*Lisa Richards*

---

City Clerk

II

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

DEC 9 '14 10:57

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.**

TO CITY OF SHEBOYGAN

- 1. Name of Claimant: Jeffrey / Kendra Johnson
- 2. Home address of Claimant: 627 S. 26th St. Sheboygan 53081
- 3. Home phone number: 920-458-9750
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 11-30-14 12 pm

6. Where did damage or injury occur? (give full description) SEWER BACKUP IN BASEMENT

7. How did damage or injury occur? (give full description) Sewer backup in basement, called the city - was told to call plumber. Called D+M plumbing who pulled 2 manholes north of our residence + found standing water. He (plumber) called city dispatch again + they came + opened sewer.

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: Dan R. Kruw

(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: N/A

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

... 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: N/A

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

Auto: \$ \_\_\_\_\_

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

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

Other: (Specify below) \$ 262.50

HAD SEWER BACK UP CALLED TWICE AND WAS TOLD NOT YOUR PROBLEM CALLED PLUMBER TOTAL AND HE LOOKED AT CITY SEWERS AND WERE BACKED UP FILLING MY BASEMENT. YOUR RESPONSIBILITY, PLEASE REFUND.

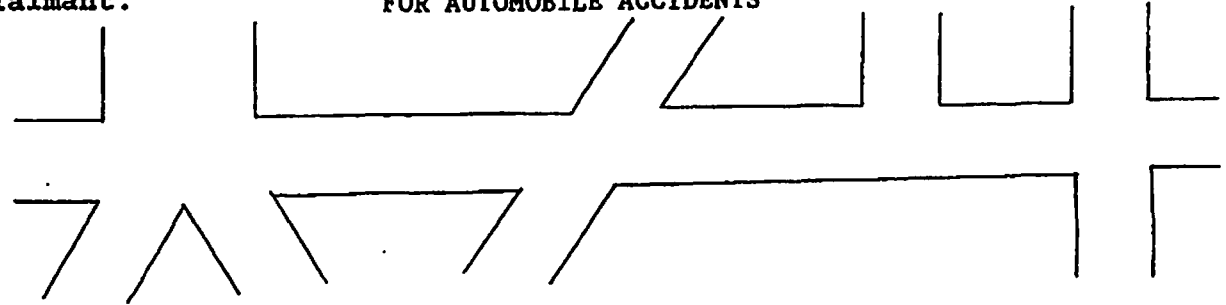
Damaged vehicle (if applicable) Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

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

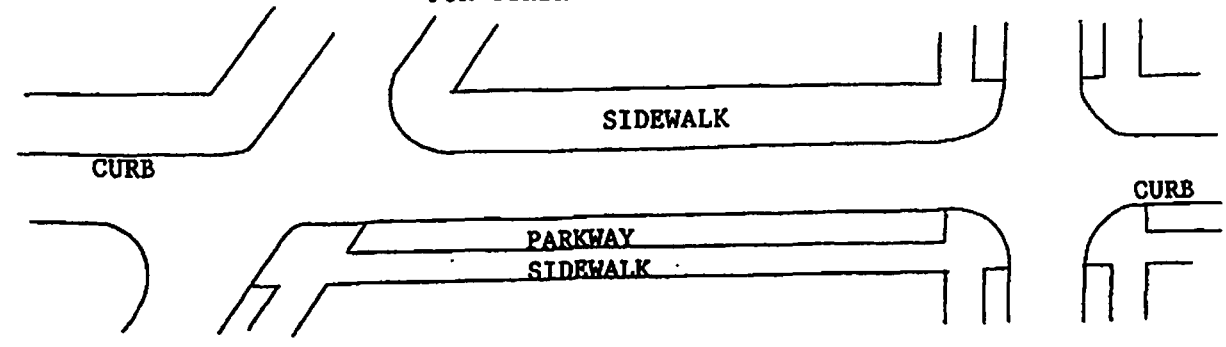
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT Kendra Johns

Date: 12-10-2014

RECEIVED 12-9-14

RECEIVED BY LS Schroeder

CLAIM NO. 2414

CLAIM

D-0307641103

Claimant's Name: <u>Jeffrey Johnson</u>	Auto	\$ _____
Claimant's Address: <u>627 S. 26<sup>th</sup> St.</u>	Property	\$ _____
<u>Sheboygan WI 53081</u>	Personal Injury	\$ _____
Claimant's Phone No. <u>920-458-9750</u>	Other (Specify below)	\$ <u>262.50</u>
	TOTAL	<u>\$ 262.50</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 \$ 262.50.

If any questions Bill @ D+M plumbing will state that the problem was the sewer # 920-377-0627. and that we should be reimbursed for this bill.

SIGNED: Kendra Johnson  
 ADDRESS: 627 S. 26<sup>th</sup> St  
Sheboygan WI 53081

DATE: 12/8/14

# WORK ORDER

(Subject to the Terms and Conditions on reverse side of this page)

Bill 920-377-0627

Customer No.

Call Date: 11/30/14 | Time: | AM | PM | Job Address: 627 S. 26<sup>th</sup> ST | City: SHEBOYGAN | Zip: |  Owner  Tenant

Customer Name: JEFF JOHNSON | Billing: Last | First | P.O./Caller:

Add'l Work Authorized By Name: | Not To Exceed \$: | Estimated Price \$: | Please pay technician at time of service or a \$10.00 billing fee will be added to invoice. | Address:  Same | City/Zip: | Time Promised:  AM  PM

COLLECT  COMMERCIAL ACCOUNT  | INSTRUCTIONS: WATER coming in from FLOOR DRAIN |  | Res. Phone: | Bus. Phone: 920-458-9750

1020 MICHIGAN AVENUE • SHEBOYGAN, WI 53081 | (920) 452-9666 • FAX (920) 452-3357 | www.dmplbg.com | MP5602 | Extension: | Cell Number:

Labor Rate Based On:  Regular  Emergency \$ \_\_\_\_\_ per hour

QTY.	OFFICE	DESCRIPTION	SALE	QTY.	OFFICE	DESCRIPTION	SALE	QTY.	OFFICE	DESCRIPTION	SALE
<p style="font-size: 2em; transform: rotate(-45deg); opacity: 0.5;">PAID IN FULL 10262.50 Bill N. 11-30-14</p>			3	TOTAL	2	TOTAL	1	TOTAL			

CREDIT CARD  Visa  MC  AMEX | Service Date: | Service Tech: BEEN 2 hrs | Diagnostic Fee:

# | Service Tech. Comments: I PULLED MANHOLE'S NORTH OF RESIDENCE AND FOUND 2- manholes HAD | Tools & Supplies:

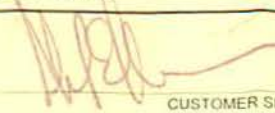
Exp. Date: | CVD | HAD STANDING WATER. WE CALLED CITY DISPATCH AND GOT DPW TO COME OUT AND | Parts Total 1, 2, & 3:

X | CUSTOMER SIGNATURE: | Set Sewer MAIN TO OPEN UP SEWER | Bldg. Sewer Opening:

Check No. | This payment received without face to face customer contact. | Model Number: | Serial Number: | Drain Opening:

AUTHORIZATION # | Payment made by:  Cash  Credit Card  Check | Initials: | Add'l. Drains  #

**KBAER DESIGN CENTER** | To the best of my knowledge, the above has been completed to my satisfaction. Furthermore, I have read and understand your terms and conditions on the reverse side of this page. | INSTALLATION TOTAL: 250.00

KITCHEN & BATH DESIGN STUDIO |  | Subtotal: #

Tax: 12.50

**CUSTOMER PAYS** → 262.50

S# 113768

THANK YOU

## TERMS AND CONDITIONS

### I. TERMS OF PAYMENT.

- A. **Payment Due Date** — Payment in full for merchandise delivered shall be due within thirty (30) days of delivery installation date.
- B. **Service Charge** — A one and one-half percent (1-1/2%) per month service charge will apply to all delinquent payments. This is an annual percentage rate of eighteen percent (18%) applied to open balance in the account on the billing date.
- C. **Security Interest** — BUYER hereby grants and D&M retains a security interest in the subject matter of this Agreement to secure the payment of indebtedness remaining unpaid hereunder. BUYER agrees to execute financing statements and to perform such other actions as D&M requires in connection with such security interest.
- D. **Deposit Requirement** — Deposits shall be required as determined by D&M and in such amounts as stated on the Work Order.

### II. REMEDIES FOR NONPAYMENT.

- A. If BUYER fails to pay this obligation as required under the terms of payment listed above, D&M shall pursue its remedies to collect any amounts owing in a suit at law or construction lien foreclosure, or both, or by the exercise of any other remedy available at law or equity.
- B. BUYER shall pay all reasonable costs and expenses before and after judgment, including without limitation, D&M's attorneys fees incurred in enforcing its rights to payment of any amounts owing from BUYER.

### III. LIMITATIONS OF LIABILITY.

- A. **Limited Warranty for Labor** — D&M warrants the labor and installation completed pursuant to this contract to be free from defects in workmanship if the product is used in a normal manner and for the purpose for which it was intended. The services to be performed by D&M under this contract shall be provided with a limited warranty that the services shall be consistent with the standard of performance within the industry or as provided in the manufacturer's installation manuals. D&M's obligation under this warranty is limited to repairing any defects in installation, free of charge, within one year from that date of service, except for drain or sewer openings, for which D&M's warranty is limited to 48 hours from the time of service. D&M'S LIABILITY SHALL IN NO EVENT EXCEED THE ORIGINAL INVOICED VALUE OF LABOR PROVIDED UNDER THIS AGREEMENT. This shall be the limit of D&M's liability for any breach of warranty. This warranty does not

and shall not be deemed to cover any materials, products, goods, or parts sold in connection with this Agreement. BUYER must notify D&M in writing of breach of warranty immediately after its discovery within the guarantee period, otherwise such claims will be deemed waived. This Limited Warranty is in lieu of all other warranties.

- B. **Disclaimer of Warranties** — Any materials, products, goods or parts sold or furnished by D&M, but not manufactured by D&M, will carry only the warranty of the manufacturer. BUYER shall be responsible for any transportation charges or duties incurred in replacing or repairing such goods or parts. D&M expressly declines to adopt any warranty provided by the manufacturer for such materials, products, goods, or parts. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS AGREEMENT.
- C. D&M shall not be liable for any losses, forfeitures and all other consequential damages, whether direct or indirect, and whether or not resulting from or contributed to by the default or negligence of D&M, its agents, employees, and subcontractors, which might be claimed as a result of the use or failure of the goods or services sold, and BUYER hereby waives all such claims it may have against D&M.

### IV. COMPLETE AGREEMENT.

The above terms and conditions represent the full statement of agreement between BUYER and D&M. Any amendments to these terms must be in writing and signed by an officer of D&M. This writing is the final complete and exclusive expression of the parties' Agreement. Any statements made by D&M's agent that differ from the terms of this Agreement shall have no effect.

### V. APPLICABLE LAW AND VENUE.

The rights and duties of all persons in the construction and effect of all provisions hereof shall be governed by and construed according to the laws of the State of Wisconsin. Any dispute arising from or relating to this Agreement shall have as its venue Sheboygan County, Wisconsin.

### VI. SEVERABILITY.

In the event that it is determined that any term or condition of this Agreement is unenforceable for any reason whatsoever, such determination shall not affect the enforceability of the remaining terms and conditions of this Agreement.

II

4.4

R. O. No. 210 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a claim from Mary Bogart for alleged damages to her vehicle when a snow plow came into her lane and hit her car.

*France*

*Susan Richards*

---

City Clerk

44



Christy J. Jones

DATE RECEIVED 2/2-20-14

RECEIVED BY LS Schneider

CLAIM NO. 28-14

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.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: MARY Bogart
2. Home address of Claimant: 1813 N 12th ST
3. Home phone number: cell 920 254-0774 OR 920 226 4156
4. Business address and phone number of Claimant: \_\_\_\_\_

5. When did damage or injury occur? (date, time of day) 2/2/14 0548

6. Where did damage or injury occur? (give full description) FRONT RIGHT SIDE DOOR, Fender And Bumper

7. How did damage or injury occur? (give full description) I WAS In The LEFT LANE going DOWN TAYLOR when The PLOW ON the RIGHT came INTO my LANE

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: BRYAN KAVAZ

(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: None

(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").

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

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

Auto: \$ 15,860

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

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

Other: (Specify below) \$ 15,860

TOTAL 15,860

Damaged vehicle (if applicable)

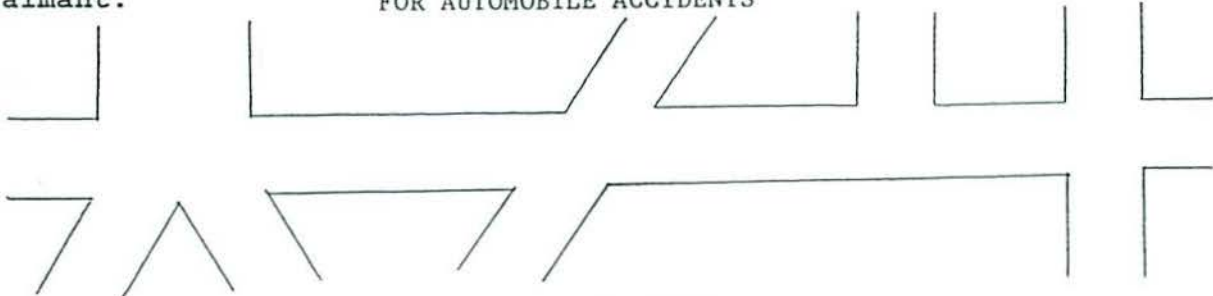
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

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

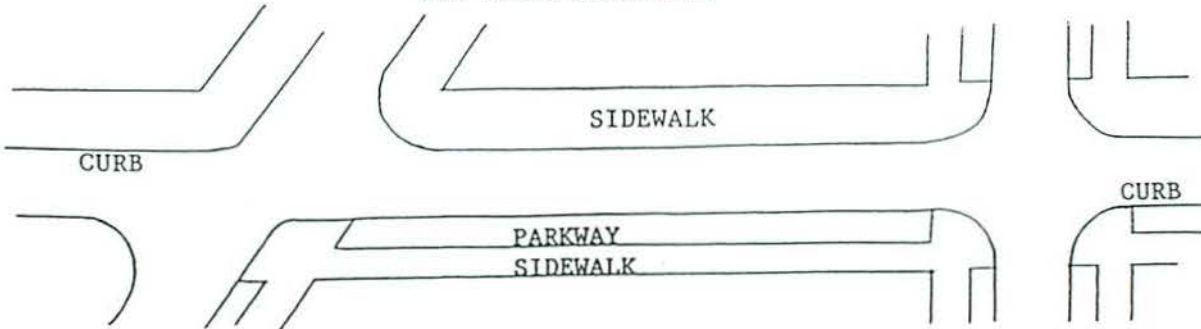
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Mary Boyal

Date: 12-30-14

DATE RECEIVED 12-30-14

RECEIVED BY ZS Schaefer

CLAIM NO. 28-14

CLAIM

Claimant's Name: Mary Bogart

Auto \$ 15,860

Claimant's Address: 1813 712th St

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

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

Claimant's Phone No. 9202540774

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

TOTAL 15,860

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 \$ 15,860.

SIGNED: Mary Bogart

DATE: 12-30-14

ADDRESS: 1813 712th St



# NADA Online Guide

## Vehicle Specifications

Vehicle Category Classic Cars ▾  
 Make Buick ▾  
 Year 1990 ▾  
 Model Regal Limited 2 Door Coupe ▾

**Option note:** Only select engines/options below that are in addition to standard equipment and equipment noted in the manufacturer or year notes shown above. Model names may show standard engine sizes in parenthesis such as 2-door Sdn (440)

### Options

- 4 Cylinder Engine     
  Factory Air Conditioning     
  Gran Sport Package  
 Gran Touring Package     
  Lesabre T-type Package     
  Skylark S/e Package  
 Sunroof

	Low (Low Retail)	Average(Average Retail)	High (High Retail)	List
<b>Base Price</b>				
	\$1,925	\$2,700	\$4,300	\$15,860
<b>Options</b>				
<b>Summary (Total)</b>				
	\$1,925	\$2,700	\$4,300	\$15,860

[Get Value](#)

[Print](#)

### Value Explanations

#### Low Retail Value

This vehicle would be in mechanically functional condition, needing only minor reconditioning. The exterior paint, trim, and interior would show normal wear, needing only minor reconditioning. May also be a deteriorated restoration or a very poor amateur restoration. Most usable 'as-is'.

Some of the vehicles in this publication could be considered 'Daily Drivers' and are not valued as a classic vehicle. When determining a value for a daily driver, it is recommended that the subscriber use the low retail value.

**Note:** This value does not represent a 'parts car'.

#### Average Retail Value

This vehicle would be in good condition overall. It could be an older restoration or a well-maintained original vehicle. Completely operable. The exterior paint, trim, and mechanics are presentable and serviceable inside and out. A '20-footer'.

#### High Retail Value

This vehicle would be in excellent condition overall. It could be a completely restored or an extremely well maintained original vehicle showing very minimal wear. The exterior paint, trim, and mechanics are not in need of reconditioning. The interior would be in excellent condition. **Note:** This value does not represent a '100 Point' or '# 1' vehicle \*.

\* '100 Point' or '# 1' vehicle is not driven. It would generally be in a museum or transported in an enclosed trailer to concourse judging and car shows. This type of car would be stored in a climate-regulated facility.

POLICE # C14-03225

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number POQNSHW		Document Override Number	
Agency Accident Number				Police Number C14-03225					
4 - Accident Date 02/21/2014		5 - Time of Accident (Military Time) 0548		6 - Total Units 02		7 - Total Injured 01		8 - Total Killed 00	
2 - County SHEBOYGAN - 69			3 - Municipality SHEBOYGAN - 61, CITY			11 - Accident Location NON-INTERSECTION			
14 - On Hwy No.		14 - On Street Name TAYLOR DR			14 - Bus/Fm/Rmp		15 - Est. Dist 300	F/M/I F	15 - Hwy. Dir SOUTH
16 - Fr/At Hwy No.		16 - From/At Street Name UNION AVE			16 - Business/Frontage/Ramp				
17 - Structure Type		17 - Structure Number		12 - Latitude		13 - Longitude			
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				93 - Manner of Collision ANGLE					
112 - Access Control NO CONTROL		113 - Road Curvature CURVE		113 - Road Terrain HILL		Surface Type BLACKTOP (BITUMINOUS) - 2			
115 - Traffic Way DIVIDED-HIGHWAY-MEDIAN-STRIP-WITHOUT-TRAFFIC-BARRIER									
117 - Relation To Roadway SHOULDER-(OTHER THAN SHOULDER WITHIN MEDIAN OR GORE)									
114 - Light Condition DARK-LIGHTED			116 - Road Surface Condition DRY			118 - Weather CLOUDY			
<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 checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials			<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input type="checkbox"/> Names Exchanged		
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT			23 - Dir Of Travel SOUTH		24 - Speed Limit 35	
36 - Operating as Classified D CLASS		37 - Endorsements			35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number B2836905487002			30 - State WI	31 - Expiration Year 2017		34 - On Duty Accident		
25 - Operator/Pedestrian Last Name BOGART				25 - First Name MARY		25 - Middle Initial JO	25 - Suffix	
32 - Date Of Birth 10/10/1954		33 - Sex FEMALE						
26 - Address Street & Number 1813 N 12TH ST						26 - PO Box		
27 - City SHEBOYGAN			27 - State WI	27 - Zip Code 53081		28 - Telephone Number (920) 287-2266 EXT.		
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)					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 OVERTAKING-ON-LEFT			120 - Traffic Control NO-CONTROL			62 - No. of Citations Issued 1		
64 - 1st Statute No. 346.14(1)		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.
122 - Driver Factors FOLLOWING-TOO-CLOSE								
88 - Driver or Pedestrian Cond APPEARED NORMAL			89 - Substance Presence UNKNOWN					
90 - Alcohol Test TEST NOT GIVEN			90 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN		

OPERATOR/PEDESTRIAN 01

PK2011

91 - Drugs Reported
124 - Highway Factors NOT-APPLICABLE

**Vehicle**

<b>VEHICLE 01</b>	21 - Unit Type <b>AUTOMOBILE</b>		Vehicle Type <b>PASSENGER-CAR</b>			22 - Total Occupants <b>2</b>
	56 - License Plate Number <b>782PZX</b>		57 - Plate Type <b>AUT</b>	58 - State <b>WI</b>	59 - Exp Year <b>2014</b>	55 - Vehicle Identification Number <b>2G4WD14T4L1403587</b>
	50 - Year <b>1990</b>	51 - Make <b>BUIC</b>	52 - Model	53 - Body Style <b>CP</b>	54 - Color <b>BLU</b>	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage <b>FRONT, FRONT PASSENGER SIDE, FRONT DRIVER SIDE</b>					
	95 - Extent Of Damage <b>MODERATE</b>		96 <input checked="" type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By <b>UNION AVE</b>	
	123 - Vehicle Factors <b>NOT-APPLICABLE</b>					

**Vehicle Owner**

<b>VEH OWNER 01</b>	45 <input type="checkbox"/> Vehicle Owner Same As Operator				
	46 - Vehicle Owner Last Name <b>BOGART</b>		46 - First Name <b>RONALD</b>		46 - Middle Initial <b>SR</b>
	46 - Company Name				
	47 - Address Street & Number <b>1813 N 12TH ST</b>			47 - PO Box	
	48 - City <b>SHEBOYGAN</b>		48 - State <b>WI</b>	48 - Zip Code <b>53081</b>	49 - Telephone Number <b>(000) 000-0000 EXT.</b>

**Insurance**

<b>INS 01</b>	63 - Liability Insurance Company <b>FARMERS-AUTOMOBILE-INS-ASSOC</b>		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner		
	61 - Policy Holder Last Name <b>BOGART</b>		61 - Policy Holder First Name <b>RONALD</b>		
	61 - Policy Holder Company				

**School Bus**

<b>BUS 01</b>	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 <b>MOTOR VEHICLE IN TRANSPORT</b>		23 - Dir Of Travel <b>SOUTH</b>	24 - Speed Limit <b>35</b>
36 - Operating as Classified <b>A CLASS</b>		37 - Endorsements		35 <input checked="" type="checkbox"/> Operating Commercial Motor Vehicle	
29 - Driver's License Number [REDACTED]		30 - State <b>WI</b>	31 - Expiration Year <b>2016</b>	34 - On Duty Accident <b>WINTER-HWY-MAINTENANCE</b>	
25 - Operator/Pedestrian Last Name <b>FOSHAG</b>		25 - First Name <b>JAMES</b>		25 - Middle Initial <b>F</b>	25 - Suffix
32 - Date Of Birth [REDACTED]		33 - Sex <b>MALE</b>			

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<b>OPERATOR/PEDESTRIAN 02</b>	26 - Address Street & Number [REDACTED]				26 - PO Box	
	27 - City [REDACTED]		27 - State [REDACTED]	27 - Zip Code [REDACTED]		28 - Telephone Number [REDACTED]
	39 - Seat Position <b>FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)</b>				40 - Safety Equipment <b>SHOULDER-BELT-AND-LAP-BELT-USED</b>	
	38 - Injury Severity <b>N - NO APPARENT INJURY</b>		41 - Airbag <b>NON-DEPLOYED</b>	42 - Ejected <b>NOT-EJECTED</b>		44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated <b>NOT-TRAPPED</b>		92 - Pedestrian Location		92 - Pedestrian Action	
	119 - What Driver Was Doing <b>MAKING-LEFT-TURN</b>		120 - Traffic Control <b>NO-CONTROL</b>		62 - No. of Citations Issued <b>0</b>	
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.	
	122 - Driver Factors <b>NOT-APPLICABLE</b>					
	88 - Driver or Pedestrian Cond <b>APPEARED NORMAL</b>		89 - Substance Presence <b>UNKNOWN</b>			
	90 - Alcohol Test <b>TEST NOT GIVEN</b>		90 - Alcohol Content		91 - Drug Test <b>TEST-NOT-GIVEN</b>	
	91 - Drugs Reported					
	124 - Highway Factors <b>NOT-APPLICABLE</b>					

**Vehicle**

<b>VEHICLE 02</b>	21 - Unit Type <b>TRUCK</b>		Vehicle Type <b>STRAIGHT-TRUCK-(INSERT TRUCK)</b>			22 - Total Occupants <b>1</b>
	56 - License Plate Number [REDACTED]		57 - Plate Type <b>MUN</b>	58 - State <b>WI</b>	59 - Exp Year	55 - Vehicle Identification Number [REDACTED]
	50 - Year <b>2006</b>	51 - Make <b>INTL</b>	52 - Model	53 - Body Style <b>CB</b>	54 - Color <b>ONG</b>	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage <b>MIDDLE DRIVER SIDE</b>					
	95 - Extent Of Damage <b>VERY-MINOR</b>		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By <b>OPERATOR</b>	
	123 - Vehicle Factors <b>NOT-APPLICABLE</b>					

**Vehicle Owner**

<b>VEH OWNER 02</b>	45 <input type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name		46 - First Name		46 - Middle Initial	46 - Suffix
	46 - Company Name <b>SHEBOYGAN COUNTY</b>					
	47 - Address Street & Number <b>608 NEW YORK AVE</b>				47 - PO Box	
	48 - City <b>SHEBOYGAN</b>		48 - State <b>WI</b>	48 - Zip Code <b>530814126</b>		49 - Telephone Number [REDACTED]

**Insurance**

<b>INS 02</b>	63 - Liability Insurance Company <b>GOVERNMENT</b>		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**

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

**Occupant**

<b>OCCUPANT 01</b>	<input type="checkbox"/> Address Same As Operator			
	65 - Unit No <b>01</b>	66 - Occupant Last Name <b>BOGART</b>	66 - First Name <b>TRENT</b>	66 - Middle Initial <b>W</b>
	68 - Address Street & Number <b>1813 N 12TH ST</b>		68 - PO Box	
	68 - City <b>SHEBOYGAN</b>		68 - State <b>WI</b>	68 - Zip Code <b>530812510</b>
	67 - Date of Birth <b>05/23/1989</b>		69 - Sex <b>MALE</b>	
	71 - Seat Position <b>FRONT-SEAT-RIGHT-SIDE-(TRAIN ENGINEER)</b>			72 - Safety Equipment <b>SHOULDER-BELT-AND-LAP-BELT-USED</b>
	70 - Injury Severity <b>B - NON-INCAPACITATING INJURY</b>	73 - Airbag <b>NON-DEPLOYED</b>	75 - Ejected <b>NOT-EJECTED</b>	77 <input checked="" type="checkbox"/> Medical Transport
	76 - Trapped/Extricated <b>NOT-TRAPPED</b>	78 - Agency Space <b>SQD 7</b>		

**Diagram and Narrative**

<b>DIAGRAM AND NARRATIVE</b>	105 - PHOTOS BY
	<p style="text-align: center;">NOT TO SCALE</p> <p style="text-align: center;">S TAYLOR DR</p>
	<p>02/21/2014 0548 HRS 436 KNEZ</p> <p>UNIT 1 WAS SOUTHBOUND ON TAYLOR DRIVE APPROXIMATELY 300' SOUTH OF UNION AVE WHEN IT STRUCK UNIT 2. UNIT 2 WAS A COUNTY SALT/SNOW PLOW TRUCK WITH ITS EMERGENCY LIGHTS ACTIVATED. UNIT 2 WAS 3/4 OF THE WAY THROUGH A TURN AROUND ACROSS THE MEDIAN, ATTEMPTING TO RETURN NORTH ON TAYLOR DR TO COMPLETE SALTING EFFORTS. UNIT 1 ATTEMPTED TO PASS UNIT 2 AND STRUCK IT IN AN ANGLE MANNER JUST</p>

PK2011

BEHIND THE CAB OF UNIT 2. DAMAGE TO UNIT 1 WAS MODERATE AND REQUIRED TOWING. DAMAGE TO UNIT 2 WAS VERY MINOR. UNIT 1 CITED FOR FOLLOWING TOO CLOSELY. 436 KNEZ

**Officer Information**

<b>OFFICER INFORMATION</b>	125 - Officer Last Name <b>KNEZ</b>		125 - First Name <b>BRYAN</b>		125 - Middle Initial		131 - Officer ID <b>436</b>		
	129 - Law Enforcement Agency No. <b>5961</b>			130 - Law Enforcement Agency Name <b>SHEBOYGAN POLICE DEPARTMENT</b>					
	126 - Law Enforcement Agency Address Street & Number <b>1315 N 23RD ST</b>								
	127 - City <b>SHEBOYGAN</b>			127 - State <b>WI</b>		127 - Zip Code <b>53081</b>		128 - Telephone Number <b>(920) 459-3333 EXT.</b>	
	132 - Date Notified <b>02/21/2014</b>		133 - Time Notified (Military Time) <b>0548</b>		134 - Time Arrived (Military Time) <b>0555</b>		135 - Date Of Report <b>02/21/2014</b>		
	Agency Accident Number		Police Number <b>C14-03225</b>		19 - Special Study				
	18 - Agency Space <b>SQD 7</b>								

**Truck and Bus**

<b>TRUCK/BUS 02</b>	136 <input checked="" type="checkbox"/> A truck or truck combination > 10,000 lbs				136 Any vehicle displaying a hazardous materials placard <input type="checkbox"/>				
	136 <input type="checkbox"/> A vehicle designed to carry 9 or more people, including the driver								
	136 <input type="checkbox"/> Fatal Injury		136 <input checked="" type="checkbox"/> Medical Transport		136 <input checked="" type="checkbox"/> One or more vehicles towed from the scene due to disabling damage				
	Unit Number <b>02</b>								
	137 - Hazardous Materials Class Numbers								
	137 - Hazardous Materials "UN" Nos.				Hazardous Material Placard Displayed <input type="checkbox"/>		Hazardous Cargo Was Released <input type="checkbox"/>		
	137 - Name Of Hazardous Materials in this Load <b>NO</b>				137 - Name Of Hazardous Materials Released <b>NO</b>				
	138 Interstate Carrier <input type="checkbox"/>		140 - US DOT No.		140 - ICC MC No.		LC No.	IC No.	141 - Source
	139 - Carrier Name <b>SHEBOYGAN COUNTY</b>								
	142 - Carrier Address <b>608 NEW YORK AVE</b>				City <b>SHEBOYGAN</b>		State <b>WI</b>	Zip Code <b>530814126</b>	
	143 - GVWR (Lbs)		144 - Total No. of Axles <b>2</b>		145 - Vehicle Configuration <b>UNKNOWN-HEAVY-TRUCK</b>			147 - Cargo Body Type <b>OTHER</b>	
	146 - First Event <b>BLANK</b>				146 - Second Event <b>BLANK</b>				
146 - Third Event <b>BLANK</b>				146 - Fourth Event <b>BLANK</b>					

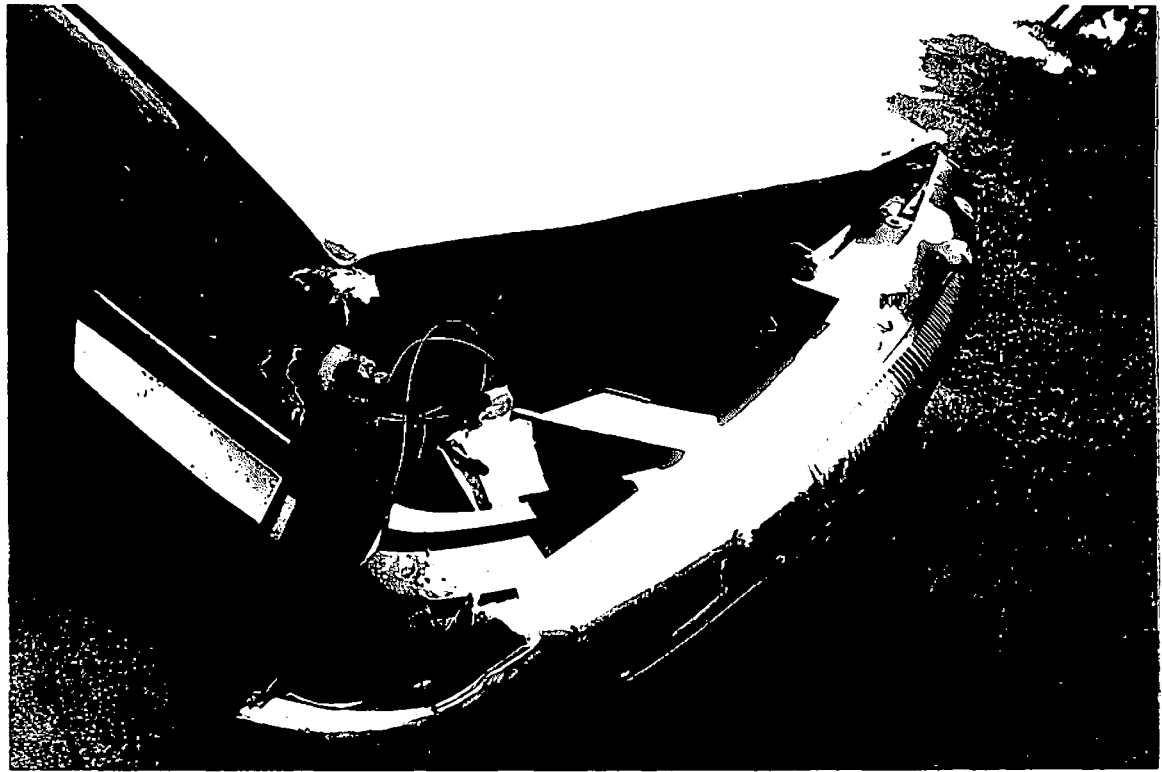
I Mary Bogart Borrowed one of James Hammeisters vehicles on 2/21/14 FOR \$50.00 a week UNTIL I get one of my CAR Running OR TRY AND figure out WHATS happening with my Husbands CAR, which I needed a CAR TO TAKE my Husbands TO DOCTORS AND me BACK AND FORTH TO WORK I BORROWED the vehicle ~~FOR~~ till 4/21/14 the total was \$400.00

Mary Bogart  
James Hammeisters

Faint, illegible handwriting at the top of the page, possibly bleed-through from the reverse side.

Faint, illegible handwriting in the middle of the page, possibly bleed-through from the reverse side.





# Xerox WorkCentre 5335

## Transmission Report - Job Undelivered

Date & Time : 12/30/2014 3:09 PM  
Page : 1(Last Page)

The job was not sent. Pass this report to the sender.

Job Date & Time 12/30/2014 3:09 PM



Date & Time Sent	Recipient Information	Result
12/30/2014 3:09 PM	\\10.100.8.18\ShareData\ScanDocs	Completed with an Error (018-592) : lock folder create fail



II

4.7

R. O. No. 211 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a claim from Joel Brunnbauer for alleged damages to his truck when DPW workers were grinding the brush pile at the drop off site and debris flew out and hit his truck.

*Finance*

*Sue Richards*  
\_\_\_\_\_  
City Clerk

7.4

III

118

... ..

DATE RECEIVED

12-19-14

RECEIVED BY

LS Schroeder

CLAIM NO.

26-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

DEC 19 '14 PM 1:33

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.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: JOEL BRUNNBOWER
2. Home address of Claimant: 708 N. EVANS ST
3. Home phone number: 912-5193
4. Business address and phone number of Claimant: 2026 NEW JERSEY AVE  
459-3454
5. When did damage or injury occur? (date, time of day) 12/11/14 10:30 AM - 3:15 P.M.
6. Where did damage or injury occur? (give full description) DPW PARKING LOT
7. How did damage or injury occur? (give full description) PEOPLE WERE GRINDING  
THE BRUSH PILE AT THE DROP OFF, DEBRIS FLEW OUT.  
CHIPPER WAS SET UP VERY CLOSE TO PARKING LOT  
I HAVE PICTURES + VIDEO, MANAGE TOOK PICS ALSO.  
CHIPPER HAS NEVER BEEN SET UP IN THAT SPOT BEFORE.
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 3 DENTS A CHIPS ON L.R. DOOR  
OF BRAND NEW TRUCK -

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

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

Auto: \$ 541.80

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

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

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

TOTAL

Damaged vehicle (if applicable)

Make: GMC Model: SERRA Year: 2014 Mileage: 1,053

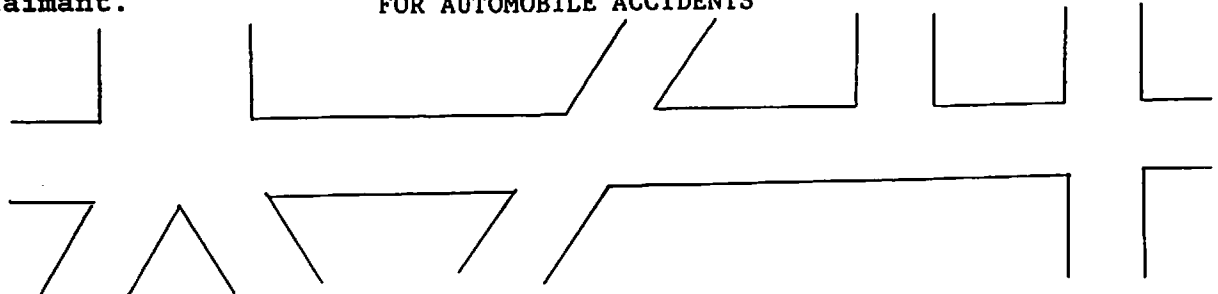
Names and addresses of witnesses, doctors and hospitals: \_\_\_\_\_

JOEL KOLSTE , RICK NEY , KEVIN KUESTER ,  
CHAS PETERSON

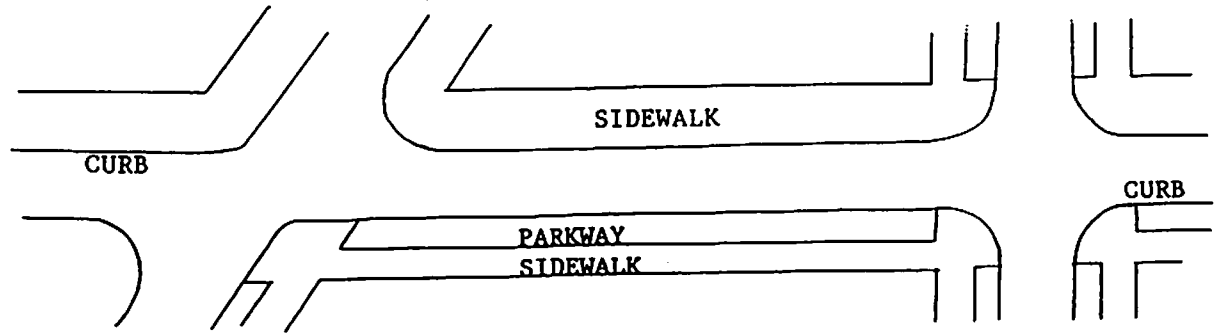
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: [Signature]

Date: 12/19/14

DATE RECEIVED 12-19-14

RECEIVED BY L.S. Schroeder

CLAIM NO. 26-14

CLAIM

DEC 19 '14 PM 1:33

Claimant's Name: JOEL BRUNNBAUER

Auto \$ 541.80

Claimant's Address: 708 N. EVANS ST.

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

SHEBOYGAN, WI.

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

Claimant's Phone No. 920.912-5193

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: [Signature]

DATE: 12/19/14

ADDRESS: 708 N. EVANS ST.  
SHEBOYGAN, WI.

SHEBOYGAN COLLISION CENTER  
CHEVROLET - BUICK - GMC - CADILLIAC INC  
3400 SOUTH BUSINESS DRIVE - SHEBOYGAN, WI 53081  
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855  
FED I.D.# 39-1695786 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

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

12/17/2014 04:11 PM

Owner

Owner: JOEL BRUNNBAUER  
Address: 708 N. EVANS ST.  
City State Zip: Sheboygan, WI 53081

Work/Day: (920)912-5193  
FAX:

Inspection

Inspection Date: 12/17/2014 04:10 PM  
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: 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

Remarks

ORIGINAL / INITIAL ESTIMATE:

Vehicle

2014 GMC Sierra K1500 SLE 4 DR Ext Cab Short Bed  
8cyl Gasoline 5.3 FLEX  
6-Speed Automatic

Lic.Plate: 239430  
Lic Expire:  
Prod Date: 09/2014  
Veh Insp# :  
Condition:  
Ext. Color: BLACK  
Ext. Refinish: Two-Stage  
Ext. Paint Code: GBA,41

Lic State: WI  
VIN: 1GTV2UEC7EZ416236  
Mileage: 1,088  
Mileage Type: Actual  
Code: U7896G  
Int. Color: Jet Black  
Int. Refinish: Two-Stage  
Int. Trim Code: H0U

**Options - AudaVIN Information Received**

<b>18 Inch Alloy Wheels</b>	1st Row LCD Monitor(s)	2nd Row Head Airbags
4-Wheel Drive	AM/FM CD Player	Air Conditioning
Alarm System	Anti-Lock Brakes	Auto Headlamp Control
Auto Locking Hubs (4WD)	Auxiliary Audio Input	Bed Rails
Bodyside Moldings	Cargo Lamp	Carpeting
Chrome Bumper(s)	Chrome Grille	Chrome Step Bumper
Cruise Control	Daytime Running Lights	Driver Information Sys
Dual Airbags	<b>Dual Zone Auto A/C</b>	Electronic Transfer Case
Emergency S.O.S. System	Floor Mats	<b>Fog Lights</b>
Full Size Spare Tire	<b>Garage Door Opener</b>	Head Airbags
Heated Power Mirrors	Heavy Duty Battery	<b>Heavy Duty Cooling</b>
Heavy Duty Suspension	High Definition Radio	Hinged Fourth Door
Hinged Third Door	Illuminated Visor Mirror	Intermittent Wipers
Keyless Entry System	Leather Steering Wheel	Lighted Entry System
<b>Locking Differential</b>	MP3 Player	OnStar System
Overhead Console	Power Brakes	Power Door Locks
<b>Power Drivers Seat</b>	Power Steering	Power Windows
Privacy Glass	Projector Beam Headlamps	<b>Pwr Accessory Outlet(s)</b>
Rear View Camera	<b>Rear Window Defroster</b>	<b>Remote Starter</b>
Side Airbags	SiriusXM Satellite Radio	Split Folding Rear Seat
Split Front Bench Seat	Stability Cntrl Suspensn	Strg Wheel Radio Control
Tachometer	Tilt Steering Wheel	Tinted Glass
Tire Pressure Monitor	Tow Hooks	Traction Control System
<b>Trailer Brake</b>	<b>Trailer Hitch</b>	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
<b>Stripes And Mouldings</b>									
1	RI	437		Mldg,Rear Door Lower LT	R & I Assembly			0.2	SM
<b>Rear Doors</b>									
2	I	289		Pnl,Rear Door Outer LT	Repair			1.5*	SM
3	L	289	13	Pnl,Rear Door Outer LT	Refinish			3.7	RF
					2.6 Surface				
					0.6 Two-stage setup				
					0.5 Two-stage				
4	RI	329		Mldg,Rear Door Belt L/R	R & I Assembly			0.2	SM
5	RI	309		Handle,RR Door Outer LT	R & I Assembly			0.6	SM
<b>Manual Entries</b>									
6	L			Cover Car Exterior	Refinish	\$5.00*			SM
7	SB			Hazardous Waste	Sublet Repair	\$3.00*			RF*
8	L			Corrosion.Protection	Refinish	\$10.00*		0.2*	SM
8	Items								

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

Other Parts	\$15.00	
Paint Materials	\$133.20	
<b>Parts &amp; Material Total</b>		<b>\$148.20</b>

**Tax on Parts & Material @ 5.000% \$7.41**

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$57.00	1.2	1.5	2.7	\$153.90
Mech/Elec (ME)	\$97.00				
Frame (FR)	\$67.00				
Refinish (RF)	\$57.00	3.7		3.7	\$210.90
Paint Materials	\$36.00				
<b>Labor Total</b>				6.4 Hours	\$364.80
<b>Tax on Labor</b>		@ 5.000%			\$18.24
<b>Sublet Repairs</b>					\$3.00
<b>Tax on Sublet</b>		@ 5.000%			\$0.15
<b>Gross Total</b>					\$541.80
<b>Net Total</b>					\$541.80

Alternate Parts C/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default  
 Recycled Parts NOT REQUESTED

Audatex Estimating 7.0.334 ES 12/17/2014 04:15 PM REL 7.0.334 DT 11/01/2014 DB 12/15/2014  
 Copyright (C) 2013 Audatex North America, Inc.

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

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 \*\*\*

12/18/2014 05:37 PM

Owner

Owner: JOE BRUNNBAUER  
Address: 708 N. EVANS ST.  
City State Zip: Sheboygan, WI 53081  
Email: harleyjoe@charter.net

Work/Day: (920)912-5193  
FAX:

Inspection

Inspection Date: 12/17/2014 05:36 PM  
Inspection Location: Dean's Auto Body  
Address: 1407 North 29th St.  
City State Zip: Sheboygan, WI 53081  
Primary Impact: Left Rear Side  
Driveable: Yes

Inspection Type: Drive In  
Contact: Phil Black  
Work/Day: (920)457-5494x  
FAX: (920)457-6495x  
Secondary Impact:  
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: 3

Vehicle

2014 GMC Sierra K1500 SLE 4 DR Ext Cab Short Bed  
8cyl Gasoline 5.3 FLEX  
6-Speed Automatic

Lic. Plate: 239430  
Lic Expire:  
Prod Date: 09/2014  
Veh Insp# :  
Condition:  
Ext. Color: BLACK  
Ext. Refinish: Two-Stage  
Ext. Paint Code: 8555

Lic State: WI  
VIN: 1GTV2UEC7EZ416236  
Mileage: 1,084  
Mileage Type: Actual  
Code: U7896G  
Int. Color:  
Int. Refinish: Two-Stage  
Int. Trim Code:

Options

1st Row LCD Monitor(s)  
AM/FM CD Player  
Aluminum/Alloy Wheels  
Auto Locking Hubs (4WD)  
Bodyside Moldings  
Chrome Bumper(s)  
Cruise Control

2nd Row Head Airbags  
Air Conditioning  
Anti-Lock Brakes  
Auxiliary Audio Input  
Cargo Lamp  
Chrome Grille  
Daytime Running Lights

4-Wheel Drive  
Alarm System  
Auto Headlamp Control  
Bed Rails  
Carpeting  
Chrome Step Bumper  
Driver Information Sys

Dual Airbags	Electronic Transfer Case	Emergency S.O.S. System
Floor Mats	Full Size Spare Tire	Head Airbags
Heated Power Mirrors	Heavy Duty Battery	Heavy Duty Suspension
High Definition Radio	Hinged Fourth Door	Hinged Third Door
Illuminated Visor Mirror	Intermittent Wipers	Keyless Entry System
Leather Steering Wheel	Lighted Entry System	Locking Differential
MP3 Player	OnStar System	Overhead Console
Power Brakes	Power Door Locks	Power Steering
Power Windows	Privacy Glass	Projector Beam Headlamps
Rear View Camera	Side Airbags	SiriusXM Satellite Radio
Split Folding Rear Seat	Split Front Bench Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Tilt Steering Wheel
Tinted Glass	Tire Pressure Monitor	Tow Hooks
Traction Control System	USB Audio Input(s)	Velour/Cloth Seats
Wireless Audio Streaming	Wireless Phone Connect	

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Stripes And Mouldings</b>										
1	E	313		Mldg,Rear Door Lower LT	22775453 GM Part	\$65.73			0.2	SM
2	L	313		Mldg,Rear Door Lower LT	Refinish				0.5	RF
					0.4 Surface					
					0.1 Two-stage					
<b>Rear Doors</b>										
3	I	289		Pnl,Rear Door Outer LT	Repair				1.5*	SM
4	L	289	13	Pnl,Rear Door Outer LT	Refinish				3.7	RF
					2.6 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
5	RI	382		Mldg,Rear Door GarnishL/F	R & I Assembly				INC	SM
6	RI	329		Mldg,Rear Door Belt L/R	R & I Assembly				0.2	SM
7	RI	311		Pnl,Inner Door Trim LT	R & I Assembly				INC	SM
8	RI	299		Glass,Rear Door T LT	R & I Assembly				1.3	SM
9	RI	321		Channel,Rear Glass Run LT	R & I Assembly				0.2	SM
10	RI	309		Handle,RR Door Outer LT	R & I Assembly				0.2	SM
<b>Manual Entries</b>										
11	L	M14		Corrosion Protection	Refinish				0.2*	RF
12	EC			Cover car exterior	Replace Economy	\$5.00*			0.2*	SM
13	N			De-Nib and polish	Additional Labor				0.5*	SM*
14	N			Hazad, waste	Additional Labor	\$5.00*				SM
14	Items									

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

**Estimate Total & Entries**

Gross Parts	\$65.73	
Other Parts	\$10.00	
Paint Materials	\$158.40	
Parts & Material Total		\$234.13
Tax on Parts & Material	@ 5.000%	\$11.71
<b>Labor</b>	<b>Rate</b>	<b>Repair Hrs Total Hrs</b>

		Replace Hrs			
Chassis (CM)	\$50.00	2.3	2.0	4.3	\$249.40
Mech/Elec (ME)	\$75.00				
Frame (FR)	\$70.00				
Refinish (RF)	\$58.00	4.4		4.4	\$255.20
Paint Materials	\$0.00				
<b>Labor Total</b>				8.7 Hours	\$504.60
<b>Tax on Labor</b>		@ 5.000%			\$25.23
<b>Gross Total</b>					\$775.67
<b>Net Total</b>					\$775.67

Alternate Parts C/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default  
 SPTC 00000000000000000000

Audatex Estimating 7.0.334 ES 12/18/2014 05:42 PM REL 7.0.334 DT 11/01/2014 DB 12/15/2014  
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**1.2 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, WHEN INSPECTED ITEMS 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     | E = Replace OEM                | NG = Replace NAGS          |
| EC = Replace Economy       | OE = Replace PXN OE Srpls      | UE = Replace OE Surplus    |
| ED = Replace Dealer        | OP = Replace OEM               | UM = Replace Reman/Rebuilt |
| TE = Partial Replace Price | PM = Replace PXN Reman/Rebld   | UC = Replace Reconditioned |
| L = Refinish               | PC = Replace PXN Reconditioned | N = Additional Labor       |
| TT = Two-Tone              | SB = Sublet Repair             | II = Factory Repair        |
| BR = Brand Name            | I = Repair                     | P = Check                  |
| CG = Chipguard             | RI = R & I Assembly            |                            |
| AA = Appearance Allowance  | RP = Related Prior Damage      |                            |



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Audatex Estimating is a trademark of Audatex North America, Inc.

III

4.8

R. O. No. 212 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a claim from Chong Yang for alleged damages to his door into his apartment when police or fireman forced entry when they could not get into the apartment.

*Inance*

*Susan Richards*  
\_\_\_\_\_  
City Clerk

III

1871

DATE RECEIVED 12-19-14

RECEIVED BY abl  
CLAIM NO. 25-14

DEC 19 '14 PM 1:34  
DEC 19 '14 PM 1:34

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.

TO CITY OF SHEBOYGAN

1. Name of Claimant: Chong Yang - 116171 Shady Brook Lane
2. Home address of Claimant: 916 ONTARIO AVE - APT 53083
3. Home phone number: 920-207-7061
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 10/19/14

6. Where did damage or injury occur? (give full description) officer broken entrance door.

7. How did damage or injury occur? (give full description) officer OR fire man force entry into 916 ontario apartment when they could not get in by breaking, pushing, etc. and door broken, key, lock damaged.

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 sheboygan 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: \_\_\_\_\_

(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").

Entry door was damaged. it needs to be replaced, including labor.

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

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

Auto: \$ \_\_\_\_\_

Property: \$ 717

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

Other: (Specify below Labor \$ 90

TOTAL 807.00

Damaged vehicle (if applicable)

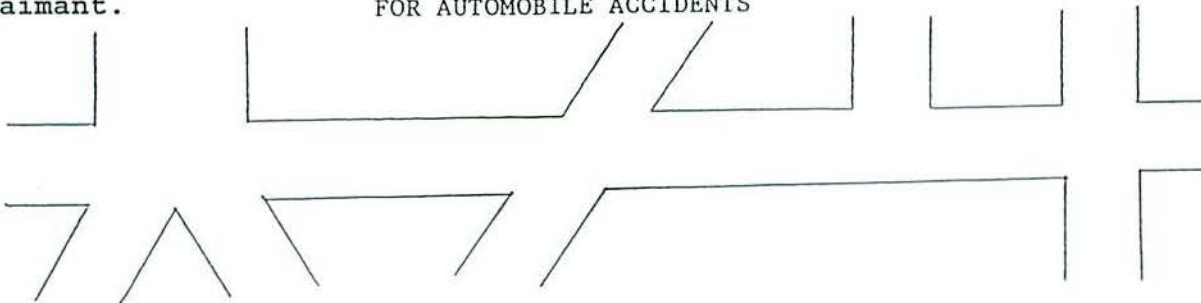
Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

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

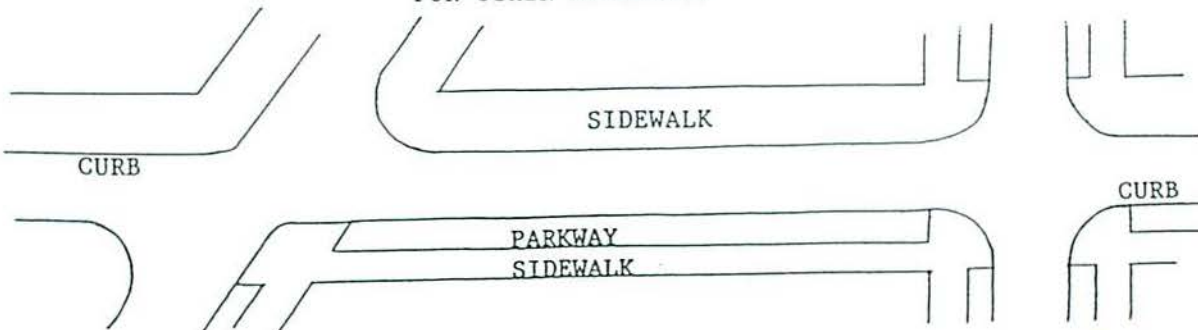
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT:

Chong Yang

Date:

12-9-14

DATE RECEIVED 12-19-14

RECEIVED BY CBL

CLAIM NO. 25-14

CLAIM

Claimant's Name: Chong Yang

Auto \$ \_\_\_\_\_

DEC 19 '14 PM 1:34

Claimant's Address: 916 Ontario Ave

Property 717 LX \$ 807.00

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

Claimant's Phone No. 209 355-9847

Other (Specify below) Labor \$ 90

TOTAL 807.00

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 807.00

SIGNED: Chong Yang

DATE: 12-9-14

ADDRESS: 916 Ontario Ave

Sheboygan WI 53801



**Customer Information**  
**Name:** LEE XIONG  
**Address:** N6171 SHADY BROOK LN  
 SHEBOYGAN, WI 53083  
**Primary Phone:** 920-889-3110  
**Secondary Phone:**

**Store Information**  
**KOHLER**  
 4025 HIGHWAY 28  
 KOHLER, WI 53044  
**Store Number:** 492  
**Customer Agreement #** 197619  
**Associate:** JOSHUA

Line #	Product Description	Qty	Unit Price	Total
--------	---------------------	-----	------------	-------



100-1 Entry Stile and Rail Doors Slab Only Slab Only  
 Right Inswing 35.75 x 83  
 Call Width = 36  
 Call Height = 84  
 Include Lockset = No  
 Door Bore = Double Bore  
 Bore Backset = 2 3/8"  
 Lockset Bore Position = 48"  
 Dead Bolt Bore Position = 5 1/2"  
 Bore Diameter = 2 1/8"  
 Hinge Prep = 3-Hinge Prep  
 Hinges Included = No  
 Hinge Size = 4" x 4"  
 Hinge Radius = 5/8" Radius / Square  
 First Hinge Position = 6 3/4"  
 Second Hinge Position = 38"  
 Third Hinge Position = 69 1/4"  
 Room Location = Foyer/Entry  
 SKU = 916394  
 Vendor Name = S/O JELD-WEN DOOR SYSTMS  
 Vendor Number = 60075920  
 Manufacturer = JELD-WEN, Grinnell (DI)  
 Customer Service = 1.800.246.9131  
 Catalog Version Date = 10/15/2014  
 Reorder = No  
 Building Code = Non-Certified  
 Overhang Flyer = No  
 Unit Type = Slab Only  
 Handing & Swing = Right Inswing  
 Unit Spec = All Products  
 Door Type = Panel Doors  
 Door Thickness = 1 3/4"  
 Door Wood Species = Fir  
 Door Design Stile & Rail = 6-Panel  
 Door Stile & Rail Panel Thickness = 3/4" Single Hip  
 Raised Panel  
 Door Stile & Rail Mouldings = None  
 Door Order Method = Store Delivery

1 \$682.57 \$682.57

*Hinges will be placed to your measurements*



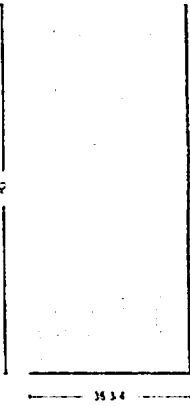
Tax  
34

*Stock would be about \$200 and would have to build down existing ops.*

Line #	Product Description	Qty	Unit Price	Total Price
200-1	<b>*** Product ***</b> Standard Entry Doors Entry Door 35.75 x 83 <b>*** Dimensions ***</b> Nominal Width = 36" Nominal Height = 84" Width = 35.75 Height = 83 <b>*** General Door Options ***</b> Door Type = Oak Woodgrain Door Swing/Handing = Right Hand Inswing <b>*** Door Slab Options ***</b> Slab Type = Panel Slab Style = 6-Panel Door Finish Type = Unfinished Tan Oak <b>*** Hardware Options ***</b> Hardware-Bore = Double Bore Hardware-Backset = 2-3/8" Hardware-Deadbolt Bore Diameter = 2-1/8" Hardware-Peepsite Prep = Yes Hardware-Mailslot Prep = No <b>*** Reorder/Replacement ***</b> Reorder/Replacement = No <b>*** Additional Order Information ***</b> Room Location = Custom Custom Room Location = 0 <b>*** Vendor Information ***</b> Height Code = 84 Width Code = 36 Glass Code = PNL Configuration = 7D Style = 1A Sidelite Code = 9E Model Number = ERROR-Unavailable Region = Standard <b>*** SKU ***</b> SKU = 806449 Vendor Number = 60065428 Customer Service = 800-375-8120 WarrantyInfo = FR-Exterior-Warranty.png Catalog Version Date = 11/07/2014	1	\$368.00	\$368.00



*Hinges will be placed to Feather River specs so might not line up with existing*



## Quote Summary:

Line #	Item Summary	Price	Qty	Total Price
100-1	Entry Stile and Rail Doors Slab Only 35.75 x 83	\$682.57	1	\$682.57
200-1	Standard Entry Doors Entry Door 35.75 x 83	\$368.00	1	\$368.00
<b>Pre-tax Customer Price:</b>				<b>\$1,050.57</b>

\*waiting for menards to call.



Store # 3247 Sheboygan

Millwork Department  
4825 Vanguard Drive  
Sheboygan, WI 53083

JIM MARCEVICH, Manager

Tom Steinbrinker,  
1st Assistant Manager

Phone 920-565-5444  
Fax 920-565-3186

To: Customer Service

Company: Badger Comigated

From: Tom

Subject: Lee Xiong (920) 889-3110

Date: \_\_\_\_\_ Time: \_\_\_\_\_ # of Pages \_\_\_\_\_

Message: Please Quote List Price;

Tru-Tec Flush Stainable Oak Grain  
Fiberglass Door only 36" x 83 1/2"  
Custom Bore and Mortise RH Finishing

Please respond to this message in a timely manner! Thank you!

Respond via: Fax: \_\_\_\_\_ Phone: \_\_\_\_\_ No Reply Needed: \_\_\_\_\_

II

Other Matters

7.2

R. O. No. 213 - 14 - 15. By CITY CLERK. January 5, 2015.

Submitting a Summons and Complaint in the matter of Daniel Gilbertson et al v City of Sheboygan.

Finance

*Susan Richards*

---

City Clerk

U.S.P



118

University of Toronto

STATE OF WISCONSIN                      CIRCUIT COURT                      SHEBOYGAN COUNTY

Daniel Gilberson  
2727 N. 30<sup>th</sup> Street  
Sheboygan, WI. 53083

Matthew Walsh  
W7447 Christine Ct  
Plymouth WI 53073

Matthew Braesch  
3320 Geele Ave  
Sheboygan WI 53083

CIRCUIT COURT BRANCH 3  
ANGELA W SUTKIEWICZ  
615 NORTH SIXTH STREET  
SHEBOYGAN WI 53081

*1-5-15  
8:56  
[Signature]*

On Behalf of Themselves and All Others Sharing  
Questions of Common and General Interest,

Plaintiffs,

Case No. 14CV0792

Case Code 30301 (Money Judgment)

v.

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI. 53081

Defendant.

CLERK CIRCUIT COURT  
FILED  
2014 DEC 22 P 2:43  
SHEBOYGAN COUNTY  
WISCONSIN

SUMMONS

To each person named above as a defendant:

You are hereby notified that the plaintiffs named above have filed a complaint against you. The complaint, which is attached, states the nature and basis of the legal action.

Within twenty (20) days of receiving this Summons, you must respond with a written Answer, as that term is used in Chapter 802 of the Wisconsin statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the court, whose address is 615 North 6<sup>th</sup> Street in

Sheboygan, Wisconsin; and to The Previant Law Firm S.C., plaintiff's attorneys, whose address is Post Office Box 12993, Milwaukee, Wisconsin 53212. You may have an attorney help or represent you.

If you do not provide a proper Answer within twenty (20) days, the Court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future, and may also be enforced by garnishment or seizure of property.

Dated this 19th day of December, 2014.



---

Yingtao Ho (State Bar No. 1045418)  
THE PREVIAN LAW FIRM, S.C.  
1555 North RiverCenter Drive, Suite 202  
Milwaukee, WI 53212  
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS

Daniel Gilberson  
2727 N. 30<sup>th</sup> Street  
Sheboygan, WI. 53083

Matthew Walsh  
W7447 Christine Ct  
Plymouth WI 53073

Matthew Braesch  
3320 Geele Ave  
Sheboygan WI 53083

On Behalf of Themselves and All Others Sharing  
Questions of Common and General Interest,

Plaintiffs,

v.

City of Sheboygan  
828 Center Avenue  
Sheboygan, WI. 53081

Defendant.

Case No. **14CV0792**

Case Code 30301 (Money Judgment)

CLERK CIRCUIT COURT  
FILED  
2014 DEC 22 P 2:43  
SHEBOYGAN COUNTY  
WISCONSIN

COMPLAINT

Plaintiffs, by their attorneys, for their complaint against the Defendant state as follows:

1. This is a class action suit to seek redress for the Defendant's failure to pay the full amount of regular and overtime wages required by law. The Plaintiffs, who are or were employees of the Defendant, are suing for the Defendant's failure to pay them the full amount of non-overtime wages required by Wis. Stat. §109.03(1) and (5); and for the Defendant's failure to include their over-the-wage-scale bonuses, education bonuses, wages for opting out of the health insurance, and revocable contributions to Health Savings Accounts in calculating their overtime

pay rates, in violation of both the Fair Labor Standards Act, Wis. Stat. §109.03(1) and (5), and DWD §274.03.

#### **PARTIES AND JURISDICTION**

2. Each of the named plaintiffs is a current employee of the City of Sheboygan, and a current resident of Wisconsin. Plaintiff Gilbertson at all times relevant to the complaint has been employed by the City of Sheboygan Department of Public Works. Gilbertson received insurance through, and paid insurance premiums to the City of Sheboygan during the years of 2011-2014. FLSA consent forms for the Named Plaintiffs either are attached to, or will be filed with the Court.

3. Pursuant to City of Sheboygan policy, because the wage rate for Gilbertson is higher than the maximum rate for the position that he holds with the City of Sheboygan Department of Public Works, at each annual review Gilbertson is eligible to receive, and has received a bonus in lieu of a wage increase.

4. Plaintiff Walsh at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Walsh received insurance through, and paid insurance premiums to the City of Sheboygan throughout the years of 2011-2012. During 2012 the City of Sheboygan also made a revocable contribution to Walsh's Health Savings Account.

5. Plaintiff Braesch at all times relevant to the complaint has been employed by the City of Sheboygan Police Department. Braesch did not receive health insurance through the City of Sheboygan during the years of 2011 to 2014. Beginning in the year 2012, Braesch received from the City of Sheboygan a payment of \$1,200 per year for opting out of the City health insurance. Beginning in the year 2013, Walsh also received from the City of Sheboygan a payment of \$1,200 per year for opting out of the City health insurance.

6. During the years of 2012 through 2014, Plaintiffs Walsh and Braesch received from the City of Sheboygan an annual payment of \$600 because of their level of education attained.

7. Plaintiffs Gilbertson and Walsh are appropriate representative of a class described as:

All current and former full time and part time employees of the City of Sheboygan who made any insurance premium payments to the City of Sheboygan, which remained in the City of Sheboygan's Health Self Insurance Fund on December 30th of 2012, 2013, or 2014.

8. Plaintiff Gilbertson additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received bonus payments from the City of Sheboygan in lieu of wage increases because their wage rates were over the maximum rate for their positions, but did not have those bonus payments included in calculating their regular rate for overtime pay.

9. Plaintiffs Walsh and Braesch additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received an education bonus from the City of Sheboygan, but did not have those education bonus payments included in calculating their regular rate for overtime pay.

10. Plaintiff Walsh additionally is an appropriate representative of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a revocable

Health Savings Account contribution from the City of Sheboygan, but did not have those revocable Health Savings Account contributions included in calculating their regular rate for overtime pay.

11. Plaintiff Breasch and Walsh additionally are appropriate representatives of both an opt-in class under the Fair Labor Standards Act and an opt-out class under Wis. Stat. §803.08 described as:

All current and former full time and part time overtime pay eligible employees of the City of Sheboygan who, on or after January 1, 2012, received a payment from the City of Sheboygan for opting out of the City health insurance plan, but did not have the payment for opting out of the health insurance included, in calculating their regular rate for overtime pay.

12. Defendant City of Sheboygan is a political subdivision of the State of Wisconsin; and is an employer within the meaning of both the Fair Labor Standards Act, 29 U.S.C. §203(d); and within the meaning of Wis. Stat. §109.01(2). City hall for the City of Sheboygan, which serves as its principal place of business, is located at 828 Center Avenue in Sheboygan, Wisconsin.

13. The Court has subject matter jurisdiction over this lawsuit pursuant to 29 U.S.C. §216(b), which grants to state courts concurrent jurisdiction to hear lawsuits arising under the Fair Labor Standards Act; and pursuant to Wis. Stat. §109.03(1) and (5), which authorizes direct lawsuits by employees against their employer for unpaid regular and overtime wages required by the statutes and regulations of the Wisconsin wage payment laws, Chapter 109 of the statutes and Chapter 274 of the DWD regulations.

14. The Court has personal jurisdiction over all defendants in this action pursuant to Wis. Stat. §801.05(1) and (3) since all of the acts or omissions by the defendants complained of in the complaint occurred in Wisconsin.

15. Venue is proper in Sheboygan County Circuit Court pursuant to Wis. Stat.

§801.50 when the claim arose in, and the Defendant resides, and conducts substantial business in Milwaukee County.

## **FACTS**

### **I. Facts Related to the Payment of Health Insurance Contributions Towards Workers Compensation Premiums and Expenses.**

16. At all times relevant to the complaint the City of Sheboygan has made self-insured health and dental insurance coverage available to certain of its full time and part time employees.

17. Beginning on a date unknown to the Plaintiffs, the City of Sheboygan has maintained a Health Self Insured Fund ("Health Fund") into which it deposits all employer and employee health and dental insurance premiums, and out of which it pays all of the claims, administrative expenses, and other costs associated with its health and dental insurance program.

18. Because the City of Sheboygan's insurance program is self-insured, the cost of the full health insurance premium for its employees is set by an actuary, and adopted by the City of Sheboygan Common Council. At all times relevant to the complaint and through the end of 2014, once the premium has been set, represented employees paid a share of the premium set by their collective bargaining agreements, while non-represented employees paid a share of the premium set by the City of Sheboygan.

19. In addition to receiving the employee payment of health and dental insurance premiums, the Health Fund also receives premiums contributions from the City of Sheboygan and/or the various departments of the City of Sheboygan that employ the Plaintiffs, contributions from both Medicare eligible and non-Medicare eligible retirees, and contributions from persons who participate in the City insurance program through COBRA insurance. The Health Self Insurance fund also receives some investment income each year.

20. The Health Fund does not segregate the contributions and premiums that it receives by either the identity of the payer, nor between monies received during the current year and previous years. Consequently, each dollar maintained in the Health Fund has an equal probability of being transferred to the payee, when a payment is made out of the Health Fund.

21. When the Plaintiffs are or were covered by collective bargaining agreements, their hourly wage rates were set by the collective bargaining agreements.

22. Plaintiffs who were not covered by collective bargaining agreements received an annual review with their supervisors/managers, which generally occurred around their anniversary date. During the annual review the Plaintiff would be informed of either a change to his hourly wage rate, or that his hourly wage rate would remain the same for the next year. During the annual reviews the City of Sheboygan did not inform the employees of its right to, and did not make a reservation of right to reduce the wage rates promised during the annual reviews.

23. On the Plaintiffs' paychecks their weekly gross wages are calculated using the wage rates that are required either by the collective bargaining agreements applicable to them, or set by their annual reviews. Once the gross wages are calculated, then deductions including but not limited to the health and dental insurance premiums are made from the gross wages, resulting in the net wage that is actually paid to the employees.

24. The City of Sheboygan therefore counted 100% of the health and dental insurance premiums deducted from the paychecks of the Plaintiffs towards its payment of wages to the Plaintiffs at rates required by their collective bargaining agreements and/or annual reviews.

25. The City of Sheboygan maintains a self-insured Workers Compensation Fund ("Workers Comp Fund"). In October of 2012, the City of Sheboygan Common Council adopted

a resolution providing that there should be a balance of \$1.5 million dollars in the Workers Comp Fund, and a combined balance of \$4.5 million dollars in the Workers Comp Fund and the Health Fund.

26. Near the end of 2012, as a result of excess premium contributions charged by the Defendant to the Plaintiffs, retirees, COBRA participants, and the Departments of the City of Sheboygan, the Health Fund had a balance in excess of \$5.5 million dollars.

27. In order to comply with the Common Council resolution, on December 31, 2012 the City of Sheboygan transferred the amount of \$1,622,864 from the Health Fund to the Workers Comp Fund. Once placed in the Workers Comp Fund, the \$1,622,864 was earmarked to, and at least some of the monies have already been used to discharge the City of Sheboygan's liabilities imposed by the Wisconsin Workers Compensation Statute, Chapter 102 of the Wisconsin statutes.

28. Calculated proportionally, as necessary given that regardless of source each dollar placed into the Health Self Insurance Fund had an equal probability of being spent at any time, the \$1,622,864 transferred from the Health Fund into the Workers Comp Fund included at least \$120,000 in health and dental premium payments made by the Plaintiffs in 2012, and at least \$25,000 in health and dental premium payments made by the Plaintiffs prior to 2012.

29. On December 31, 2013, the City of Sheboygan transferred \$68,795 from the Health Fund into the Workers Comp Fund. Since the Health Fund was not divided between funding sources in 2013, the \$68,795 included, approximately \$5,000 in health and dental premium payments made by the Plaintiffs in 2013, and at least \$2,000 in health and dental premium payments made by the Plaintiffs prior to 2013.

30. Upon information and belief, on December 31, 2014 the City of Sheboygan will

transfer a yet to be determined amount from the Health Self Insurance Fund into the Workers Comp Fund. The 2014 transfer will include both health and dental premium payments made by the Plaintiffs in 2014, and health and dental premium payments made by the Plaintiffs prior to 2014.

**II. Facts Related to Bonus Payments to Employees Receiving Wage Rates Higher than the Maximum Rate of the Wage Scale.**

31. Pursuant to the City of Sheboygan's most recent compensation plan for non-represented employees, a maximum rate is set for each classification held by the City of Sheboygan's non-represented employees.

32. During the year of 2012, the City of Sheboygan provided to its non-represented employees, who were already receiving a wage rate higher than the maximum rate for their classification, a mandatory bonus payment. The mandatory bonus payment was made to the Plaintiffs as a substitute for wage increases, which they were not eligible to receive because their wage rate was already higher than the set maximum rate for their respective classifications.

33. Those City of Sheboygan employees who did receive a wage increase for the year 2012 had the wage increase paid to them throughout 2012.

34. A number of employees who received the mandatory bonus payment from the City of Sheboygan in 2012 were covered by a union collective bargaining agreement during 2011, and had received wage increases required by said collective bargaining agreement(s) throughout 2011.

35. Since the City of Sheboygan would not pay employees both a contractual wage increase and a bonus for the same hours worked, the 2012 mandatory Over the Scale Bonus was compensation for the Plaintiffs' work in 2012, rather than their work in 2011.

36. Beginning in 2013, the Plaintiffs who received a wage rate higher than the set

maximum rate for their classification were eligible to receive an annual bonus from the City of Sheboygan, as compensation for their ineligibility for receiving wage increases from the City of Sheboygan. Since the City of Sheboygan would not pay two separate bonuses to its employees for their same hours worked, and the 2012 mandatory bonuses already paid the Plaintiffs for their hours worked in 2012, any 2013 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2013; while any 2014 annual bonuses received by the Plaintiffs were compensation for their hours worked in 2014.

37. During the years of 2013 and 2014, the annual bonuses were paid to the Plaintiffs after their annual reviews, which occurred around the time of their anniversary dates with the City of Sheboygan, and in most cases long before the end of the calendar year covered by the bonus payments.

38. During the years of 2012 through 2014, the City of Sheboygan did not include the Over the Scale Bonuses paid to Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

### **III. Facts Related to Education Bonus Payments.**

39. For many of the Plaintiffs the City of Sheboygan paid an education bonus, directly to the Plaintiffs, for completion of post-secondary education credit hours and/or degrees.

40. In each case the education bonuses were mandated by the applicable collective bargaining agreements and/or policies binding upon the City of Sheboygan.

41. The City of Sheboygan therefore did not retain any discretion to deny the payment of education bonuses to Plaintiffs who had the requisite post-secondary education hours and/or degrees. The education bonuses therefore were contractually required payments rather than gifts.

42. The education bonuses are not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and other regular days of rest, nor as a premium for the employees' work outside their regular established work days and work hours. Plaintiffs received the education bonuses regardless of when the credits and/or degrees were received; and during each year for the same credits and/or degrees received.

43. During the years of 2012 through 2014, the City of Sheboygan did not include the education bonuses paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

**IV. Facts Related to the Health Reimbursement Account Contributions.**

44. During the years of 2012 and/or thereafter, the City of Sheboygan made contributions to the Health Reimbursement Accounts of certain of the Plaintiffs.

45. The contributions made by the City of Sheboygan to its employees' Health Reimbursement Accounts are revocable, given that employees could no longer use the contributions remaining in their Health Reimbursement Accounts once their employment with the City of Sheboygan ends through termination for cause.

46. During the years of 2012 through 2014, the City of Sheboygan did not include the revocable Health Reimbursement Account Contributions paid to the Plaintiffs in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

**V. Facts Related to Bonus Payments for Opting Out of the Health Insurance.**

47. At all times between 2012 and 2014, the City of Sheboygan was required by its collective bargaining agreements and binding policies to pay to the Plaintiffs, who opted out of the City's health insurance, a payment of \$1,200 per year in cash. The payments were directly

made to the Plaintiffs, rather than to a third party administrator.

48. Employees who opted out of the City's Health Insurance for a portion of a year, before successfully reenrolling in the City's health insurance received a pro-rated portion of the \$1,200 per year cash payment.

49. The City of Sheboygan ore did not retain any discretion to deny the payment of the full or pro-rated portion of the \$1,200 per year cash payment, to Plaintiffs who opted out of the Health Insurance. The cash payments for opting out of the health insurance therefore were contractually required payments rather than gifts.

50. The cash payments for opting out of the health insurance were not earmarked to compensate the Plaintiffs when no work was performed, were not paid to the Plaintiffs as compensation for their work during overtime hours, weekends and regular other days of rest, and were not paid to the Plaintiffs as a premium for their work outside their regular established work hours.

51. During the years of 2012 through 2014, the City of Sheboygan did not include the cash payments for opting out of the health insurance, paid to the Plaintiffs in cash, in calculating their regular rate of compensation used to calculate their overtime pay entitlement.

#### **VI. Collective Action Factual Allegations.**

52. Pursuant to 29 U.S.C. §216(b), the same collective action certification procedures are applicable for the Plaintiffs' FLSA overtime rate calculation claims, regardless of whether those claims are brought in federal or state court.

53. Named Plaintiffs bring their third count for relief under the Fair Labor Standards Act, on own behalf of themselves and all other similarly situated current and former full and part

time employees of the City of Sheboygan ("FLSA Class"), pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b).

54. The proposed FLSA Class will consist of four sub-classes: Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay, those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay, those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygan were not included in calculating their regular rate for overtime pay, and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

55. At least one of the named plaintiffs is similarly situated to members of each of the proposed FLSA subclasses, in that they were subject to the City of Sheboygan's common practice, policy, or plan of (a) failing to count their over-scale bonus payments toward their regular rate for overtime pay; (b) failing to count their education bonus payments toward their regular rate for overtime pay; (c) failing to count the revocable Health Reimbursement Account contributions that they received toward their regular rate for overtime pay; and (d) failing to count their cash payments received for opting out of the City health insurance towards their regular rate for overtime pay.

56. For each of the proposed FLSA subclasses, the named plaintiff(s) are similarly situated to the remaining members of the class in that they received cash payments for overtime during the years of 2012 to 2014, so that the City of Sheboygan's identical practices, policies, and plans outlined in the prior paragraph resulted in a diminution of overtime pay received both by the named plaintiffs' and the remaining members of each of the proposed FLSA subclasses.

57. The Plaintiffs' claim for relief for violations of the FLSA may be brought and maintained as an "opt-in" collective action pursuant to Section 16(b) of FLSA, 29 U.S.C. §216(b), for prospective members of each of the four proposed FLSA subclasses that are similarly situated to the named plaintiffs, and have claims that are similar to the named plaintiffs' claims for relief under the FLSA.

58. Following the filing of this Complaint, members of the FLSA Class may sign Consent to Sue forms, and agree to "opt in" as plaintiffs to this litigation.

59. The claims of the named plaintiffs are representative of the claims of members of the FLSA Class in that they were all overtime pay eligible employees of the City of Sheboygan who did not receive the full amount of overtime pay required by the FLSA, as a result of the City of Sheboygan's unlawful policy, procedure, or plan to exclude portions of their compensation from calculating their regular rate for overtime pay.

60. The names and addresses of the FLSA Class are available from Defendants, and notice should be provided to the FLSA Class via first class mail to their last known address as soon as possible.

#### **VII. CLASS ACTION ALLEGATIONS PURSUANT TO WIS. STAT. §803.08.**

61. Named Plaintiffs bring their Wisconsin law claims on behalf of themselves, as well as all other similarly situated and eligible current and former full time and part time employees of the City of Sheboygan, pursuant to the Wisconsin class action statute, Wis. Stat. §803.08.

62. Plaintiffs propose a Wisconsin class including five sub-classes: Plaintiffs whose health insurance premium payments were indirectly contributed towards defraying the costs of paying for the City of Sheboygan's obligations under the Wisconsin Workers' Compensation

statute, so that they did not receive the full amount of wages required by their collective bargaining agreements and/or annual reviews; Those Plaintiffs whose over-the scale bonus payments were not included in calculating their regular rate for overtime pay; those Plaintiffs whose education bonuses were not included in calculating their regular rate for overtime pay; those Plaintiffs whose revocable Health Reimbursement Account contributions paid by the City of Sheboygan were not included in calculating their regular rate for overtime pay; and those Plaintiffs whose cash payments for opting out of the City health insurance were not included in calculating their regular rate for overtime pay.

63. The Plaintiffs' claims against the Defendants present questions of common and general interest to all of the Plaintiffs including whether the City of Sheboygan indirectly used deductions from the employees' wages towards its costs of fulfilling its obligations under the Wisconsin Workers Compensation statutes; whether as a result the monies indirectly used to fund Sheboygan's obligations under the Wisconsin Workers Compensation statutes can no longer count as wages paid by the City of Sheboygan to the Plaintiffs, whether the Plaintiffs as a result have received the full amount of wages required by Wis. Stat. §109.03(1) and (5); and whether the City of Sheboygan is permitted by Wisconsin law to exclude certain bonuses, Health Reimbursement Account, and insurance opt-out payments, when calculating the Plaintiffs' regular rate used to calculate their overtime pay.

64. City of Sheboygan employs and employed several hundred employees who paid health insurance premiums to the City of Sheboygan through payroll deductions at all times between 2011 and 2014.

65. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the Over the Scale Bonuses, worked at least

one hour of overtime for which he was paid in cash during a year in which they received the bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

66. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received education bonuses, worked at least one hour of overtime for which he was paid in cash during a year in which they received the education bonuses, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of the bonuses from calculating the regular rate for the Plaintiffs.

67. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received the revocable Health Reimbursement Account contributions, worked at least one hour of overtime which he was paid in cash during a year in which they received the contributions, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said contributions from calculating the regular rate for the Plaintiffs.

68. During payroll weeks within the past two years, the City of Sheboygan employed at a minimum dozens of employees who received an annual cash payment for opting out of the City health insurance, worked at least one hour of overtime for which he was paid in cash during a year in which they received the cash payment, and did not receive the correct amount of overtime pay as a result of the City of Sheboygan's unlawful exclusion of said annual cash payment from calculating the regular rate for the Plaintiffs.

69. For each of the five proposed subclasses of the Plaintiff's §803.08 class, there are

dozens if not hundreds of members of the proposed subclasses, so that the members of each of the proposed subclasses are very numerous, and it would be impractical to bring all of the Plaintiffs before the Court as individual and separate plaintiffs.

70. The Plaintiffs are adequate representatives of the class in that for each subclass the named class representatives lost legally required compensation as a result of the same City of Sheboygan policies as the remaining members of the subclass, have a direct financial interest in obtaining affirmative answers to the common questions listed in paragraph 65 of the complaint, and have retained experienced and competent counsel to represent the class.

71. The benefits of the class action far outweigh any burdens it would impose in that each of the common questions posed by paragraph 65 of the Complaint can be resolved as a question of law, on a class-wide basis, and based upon largely undisputed background facts; and given that the amount of damages that the Plaintiffs have sustained can be calculated using the payroll and insurance contribution records maintained by the City of Sheboygan.

72. Additionally, given that the amount of damages that individual Plaintiffs have suffered as a result of the Defendant's violation of Wisconsin wage and hour laws are small, when compared to the likely costs of litigating the Plaintiffs' claims against the Defendant, a class action is the only available procedure to make judicial resolution available for the claims of all Plaintiffs; and to ensure that the claims of the Plaintiffs are resolved in a uniform manner, rather than through hundreds of mini-trials resolving the identical factual and legal issues.

**Count I. Failure to Pay Full Amount of Wages Required by Law In Violation of Wis. Stat. §109.03(1) and (5).**

73. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-72 of the Complaint.

74. The City of Sheboygan transferred monies from the Health Fund, including

employee health and dental insurance premium payments, into the Workers Comp Fund, so that the transferred monies could be, and were used to defray its expenses of complying with its obligations imposed by the Wisconsin Workers' Compensation statute, during at least 2012 and 2013, and upon information and belief in 2014 as well.

75. Pursuant to Wis. Stat. §102.16(3), no wage deductions from the paychecks of employees may be used, directly or indirectly, for the purpose of discharging an employer's obligations imposed by the Wisconsin Workers' Compensation statute.

76. Plaintiff health and dental insurance premium payments, upon their transfer from the Health Fund to the Workers Comp Fund, could no longer constitute wages paid by the City of Sheboygan to its employees.

77. Pursuant to Wis. Stat. §109.03(1) and (5), an employer is required to pay to its employees the full amount of wages owed to them, and no agreement between an employer and either its employees or their bargaining representative can waive the employees' right to the full amount of wages owed to them.

78. Wis. Stat. §109.03(1) and (5) authorizes the collection of wages which became unpaid long after the work that earned the wages had been performed.

79. The City of Sheboygan is required by its collective bargaining agreements, policies, and annual reviews to pay to the Plaintiffs wages at the rates promised to them, for each and every hour that they performed work for the City of Sheboygan.

80. Once a portion of the Plaintiffs' health and dental insurance contributions were transferred by the City of Sheboygan to its Self-Insured Workers Comp Fund, so that he transferred contributions could no longer count towards wages paid by the City of Sheboygan to its employees, the Plaintiffs were no longer receiving the full amount of wages promised by the

City of Sheboygan through its collective bargaining agreements, policies and annual reviews.

81. The Plaintiffs are therefore entitled to recover from the City of Sheboygan the full amount of the difference between the wages that they have received from the City of Sheboygan, once the transfers from the Health Self Insurance Fund to the Workers Compensation Fund during the years of 2012 to 2014 have been taken into account; and the amount of wages that they are entitled to receive, calculated using the rates promised by the City of Sheboygan through its collective bargaining agreements, policies, and annual reviews.

82. The amount of total wages owed to the Plaintiffs equal the full amount of active employee health and dental insurance premium payments transferred by the City of Sheboygan from the Health Fund to the Workers' Comp Fund.

83. In addition, the Plaintiffs are entitled to 50% increased damages for all of their unpaid wages, plus their reasonable attorneys fees and costs of prosecuting their wage claim.

**II. Failure to Pay Correct Amount of Overtime Pay under Wisconsin law.**

84. Plaintiffs re-allege, and incorporate by reference, the allegations contained in paragraphs 1-83 of the complaint.

85. DWD §274.03 provides that for all hours worked over 40 per week, all employees shall receive overtime pay equal to at least one and one half his regular rate. All overtime wages required to be paid by the DWD regulations are enforceable through a lawsuit brought under Wis. Stat. §109.03(5).

86. While no Wisconsin statutes or regulations have defined what constitutes the employees' regular rate, DWD §274.03 is identically worded to 29 U.S.C. §207(a)((2)(C), the provision of the Fair Labor Standards Act requiring the calculation of overtime pay using the employee's regular rate. The same definition of the regular rate under the FLSA therefore is also

applicable, when interpreting DWD §274.03 and Wis. Stat. §109.03(5).

87. 29 U.S.C. §207(e) defines the sums paid by the employer to its employees, which can be excluded from determining the regular rate at which the employee is employed. Under §207(e)(3), bonus payments can be excluded from the determination of the regular rate only if they are discretionary rather than mandatory, and only if the bonus payments are determined at or near the end of the period of work for which the bonus serves as payment.

88. Applying §207(e)(3) as interpreted by the United States Department of Labor, the Over-the Scale Bonuses received by the Plaintiffs in 2012 must be included in calculating the Plaintiffs' regular rate because it was a mandatory, rather than a discretionary bonus.

89. Similarly, the Over-the-Scale Bonuses received by the Plaintiffs in 2013 and 2014 were in most cases determined long before the end of the calendar year, the period of work for which the bonus payments served as compensation. The Over-the-Scale bonuses received by the Plaintiffs in 2013 and 2014 therefore must also be included in calculating the Plaintiffs' regular rate.

90. The education bonuses received by the Plaintiffs must be included in calculating the Plaintiffs' regular rate in that they were mandatory rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

91. The cash payments received by the Plaintiffs for opting out of the City health insurance must be included in calculating the Plaintiffs' regular rate in that they were mandatory

rather than discretionary payments, were not designed to compensate the Plaintiffs for periods when no work was performed, were paid directly by the City of Sheboygan to the Plaintiffs rather than to a trustee or third person, were not paid pursuant to a bona fide plan to provide pension or welfare benefits to the Plaintiffs, and were not paid for the Plaintiffs' work during overtime, weekend, or other hours outside the regular established workday or workweek.

92. The Health Reimbursement Account contributions that the City of Sheboygan made to the Plaintiffs cannot constitute irrevocable contributions within the meaning of §207(e)(4), when the Plaintiffs would lose their right to access the contributions, once they were terminated for cause.

93. The Health Reimbursement Account Contributions therefore must be included in calculating the Plaintiffs' regular rate.

94. By failing to comply with the requirements outlined in paragraphs 87 to 93 of the Complaint, the City of Sheboygan paid overtime pay to the plaintiffs at a rate lower than one and one half times the regular rate at which they are employed, for their hours worked over 40 per week that were paid by the City of Sheboygan in cash, in violation of DWD §274.03 and Wis. Stat. §109.03(1) and (5).

95. The Plaintiffs are eligible for, in addition to all overtime pay required by law, 50% of the unpaid overtime pay as increased damages under Wis. Stat. §109.11(2); as well as their actual attorneys fees and costs incurred by prosecuting their wage claims against the City of Sheboygan pursuant to Wis. Stat. §109.03(6).

### **III. Failure to Pay Correct Amount of Overtime Pay Under FLSA.**

96. Plaintiffs reallege, and incorporate by reference, the allegations contained in paragraphs 1-95 of the complaint.

97. By failing to include the Over-the Scale Bonuses, Education Bonuses, Revocable Health Reimbursement Account contributions, and cash payments for opting out of the health insurance in the calculation of the Plaintiffs' regular rate for overtime pay, the City of Sheboygan violated 29 U.S.C. §207(a)(2)(C), for the same reasons that its calculation of the regular rate also violated parallel provisions of Wisconsin law.

98. The City of Sheboygan's violation of §207(a)(2)(C) is willful in that it should have known, by conducting a minimal investigation into the exemptions outlined by §207(e) and regulations of the Department of Labor interpreting the exemptions, that non-discretionary bonus payments, discretionary bonus payments that the employees were told they would receive long before the end of the time period covered by the bonus payments, annual education bonuses, revocable health insurance contributions, and cash payments to the employee for declining the City's health insurance are not included within the exemptions listed in §207(e).

99. The Plaintiffs' FLSA claims are therefore subject to the longer three year statute of limitations to seek redress for the City of Sheboygan's willful violations of the FLSA.

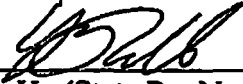
100. The Plaintiffs are entitled to receive, in addition to all wages owed to them under the FLSA, 100% of the owed wages as liquidated damages, plus their reasonable attorneys fees and costs of prosecuting their FLSA claims.

**WHEREFORE, the Plaintiffs respectfully move the Court to enter an order that:**

1. Certifies each of the collective and Wis. Stat. §803.08 classes outlined in this complaint;
2. Awards to the Plaintiffs all wages, liquidated damages and increased wages, and attorneys fees and costs prayed for by the complaint;
3. Awards to the Plaintiffs such other and further relief as the Court deems just and

proper.

Dated this 19th day of December, 2014.

  
\_\_\_\_\_  
Yingtao Ho (State Bar No. 1045418)  
THE PREVIANT LAW FIRM, S.C.  
1555 North RiverCenter Drive, Suite 202  
Milwaukee, WI 53212  
(414) 271-4500

ATTORNEYS FOR PLAINTIFFS

Sheboygan. I understand that this consent will be filed simultaneously with a lawsuit against the City of Sheboygan to recover unpaid overtime compensation, retaliation damages, liquidated damages, and other damages and relief available under the Fair Labor Standards Act, 29 U.S.C. §201 *et seq.* This written consent is intended to serve as my consent in writing to join in this lawsuit and become a party plaintiff as required by 29 U.S.C. § 216(b).

During the last two years as well as the last three years, I have worked for the City of Sheboygan in excess of forty (40) hours in individual work weeks and I have not been paid all of the overtime wages owed to me pursuant to 29 U.S.C. §201 *et seq.*

By signing and returning this consent to sue, I understand that I will be represented by The Previant Law Firm, s.c.

Full Legal Name: DANIEL J. GILBERTSON Dated: 12-19-14

Signed: 